



BYLAWS
OF
WEST DESERT AVIATORS

A Utah nonprofit corporation

As of June 20, 2016

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BYLAWS
OF
WEST DESERT AVIATORS

ARTICLE 1. OFFICES AND PURPOSES

Section 1.1. Business Offices. The principal office of West Desert Aviators, a Utah nonprofit corporation (the “Club”), may be located at any place within the State of Utah, as designated in the Club’s most current Annual Report filed with the Utah Division of Corporations and Commercial Code. The Club may have such other offices, either within or without the State of Utah, as the Board of Directors (the “Board”) may designate or as the business of the Club may require from time to time. The Club shall maintain at its principal office a copy of those records specified in Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act.

Section 1.2. Registered Office. The registered office of the Club shall be located within the State of Utah. The address of the registered office may be changed from time to time. The initial registered office of the Club shall be 614 N 18150 W Fairfield Utah 84013.

Section 1.3. Purposes and Limitations. The purposes for which the Company is organized are to (i) act as a club for individuals desiring to pursue an interest in recreational aviation; (ii) promote general aviation , to include ultralite, experimental, and certified, within the state of Utah; (iii) educate and promote safety among those persons engaging in aviation activities; and (iv) lease, manage and/or operate certain real and personal property located in Utah County, State of Utah, referred to as the West Desert Airpark, for use by the Company’s members as a location for staging their aviation activities, including the storing, repairing, maintaining, testing and flying general aircraft. Subject to the foregoing, the Company is organized for the purpose of engaging, and shall have the power to engage, in any lawful act for which a nonprofit corporation may be organized under the Act.

No part of the net earnings of the Company shall inure to the benefit of any member or individual, except through the fulfillment of the Company’s purposes as provided above, or by a rebate of excess membership dues, fees, or assessments.

ARTICLE 2. MEMBERS

Section 2.1. Classes of Membership. Club membership shall be classified as follows:

- a. Voting Members.
- b. Associate Members.
- c. Guest Members.
- d. Other non-voting membership classifications as the Board may designate from time to time.

Except where specifically stated otherwise or where the context otherwise requires, reference in these Bylaws generally to the “members” or the “membership” shall include all members of the Club of any

class, voting and nonvoting. Notwithstanding anything to the contrary herein, any notice required to be delivered by the Club to the members relating to any matter to be submitted for vote by the Voting Members need only be delivered to the Voting Members.

Section 2.2. Voting Members. Voting Members shall be the only class of membership entitled to vote on any matter to be submitted for approval by the membership (except as provided in Section 5.2 below). Each Voting Member shall be required to purchase a share of the airplane and pay a portion of club fees, hanger fees, and insurance fees. Only those persons that have entered such an agreement for fees shall be eligible to become a Voting Member in the Club. Each Voting Member in good standing shall be entitled to one vote for each share bought by such member in the Club.

Section 2.3. Associate Members. Associate Members

Section 2.4. Guest Members. Guest Members have the right to use all Club facilities, but do not have the right to vote or participate in the management or operation of the Club, except as provided in Section 5.2 of these Bylaws. Associate Members must comply with all Club Rules applicable to the class of Associate Members or to all members of the Club generally.

Section 2.5. Transfer of Memberships.

- a. Voting Members. Voting Members may sell their share of any plane to any persons who are eligible to become a member and approved.
- b. Associate Members. No member may sell, assign, gift or otherwise transfer his or her membership in the Club except with the approval of the Board and otherwise as provided in these Bylaws.

Section 2.6. Certificate of Membership. Each member shall receive a Certificate of Membership evidencing such member's membership and the classification of such membership. No Certificate of Membership shall be issued to any person except a duly qualified member. Certificates of Membership shall be in a form approved by the Board.

Section 2.7. Use of Club Facilities. Each member shall be entitled to full use of all Club facilities at the West Desert Airpark and to all privileges of the Club, subject to Club rules and regulations relating to each class of membership.

- a. A Voting Member's or an Associate Member's spouse, children, guests and invitees shall be permitted the use of the Club Facilities as the member's guest, but only upon such conditions provided by the Board or otherwise in the rules and regulations of the Club, which may include but not be limited to a requirement that such family and guests be accompanied by the member while at the Airpark.
- b. A member shall be financially responsible to the Club for all charges incurred by and damage caused by any of his or her family or guests.

ARTICLE 3. ADMISSION TO MEMBERSHIP

Section 3.1. Eligibility. The initial Voting Members are those who have shares in any Club plane and pay the Club fees. Thereafter, admission to the Club as a member is solely in the discretion of the Board, as provided in these Bylaws; provided that no applicant shall be discriminated against on the basis of his/her race, religion, sex or national origin. Generally, to be considered for membership, an applicant, in addition to meeting the requirements of the particular class of membership, must be over eighteen (18) years of age, be of good moral character, and have an interest in aviation.

Section 3.2. Application for Membership. Any person seeking to become a member of the Club shall present or cause to be presented to the Board the following:

- a. A fully completed application on the form approved by the Board signed by the applicant.
- b. Such additional facts as might assist the Board in passing on the application for membership, including information demonstrating (i) the applicant's training and experience in aviation activities of the kind conducted at the West Desert Airpark and (ii) the applicant's financial ability and responsibility.

Section 3.3. Action on Application. Upon receiving an application for membership, the Board may conduct such due diligence as the Board deems appropriate under the circumstances to make an initial determination as to the applicant's eligibility. The Board may at such time vote to approve the application for membership, but if such vote is not unanimous, then the Board shall post the applicant's name for consideration and comment by the existing Club membership. If the applicant's name is posted for consideration of the members, following a reasonable time designated by the Board to enable consideration and comment, the Board shall vote again on whether to accept the application. If two or more Directors vote against admission, the application shall be rejected, and the applicant shall be notified. If fewer than two (2) adverse votes are cast, the application shall be declared approved, the applicant shall be notified, and notice of such approval shall be posted on the Club's bulletin board at the West Desert Airpark.

Section 3.4. Anonymous Voting on Application for Membership. All balloting by the Directors on applications for membership shall be by secret ballot and the names of members objecting or Directors casting adverse ballots shall under no circumstances be disclosed.

Section 3.5. Articles, Etc. By accepting membership in the Club, a member creates a binding contractual obligation and is conclusively presumed to have unconditionally assented to the Articles, Bylaws and rules of the Club as then in force or thereafter duly promulgated.

Section 3.6. Fees and Dues. All fees and dues payable for or because of membership in the Club shall be fixed from time to time by the Board. Failure of a member to pay all the fees and dues established by the Board within a reasonable time period set by the Board, may, in the Board's discretion, result in termination of the nonpaying member's membership status and forfeiture of any fees or dues that might otherwise be rebated, all according to procedures established in these Bylaws and by the Board.

Section 3.7. Newly Elected Members. Newly elected Voting Members shall be entitled to all the privileges and facilities of the Club and rights and responsibilities of Voting Membership from and after the date of the record transfer to said newly elected Voting Member of a Certificate of Membership, or other evidence of Membership, and dues shall be payable from and after that date. Other newly elected members of the Club shall be entitled to the privileges and facilities of the Club appropriate to their membership classification immediately after their election, and dues shall be due and payable from and after that date.

Approved applicants shall be entitled to purchase memberships in the Club in the order approved for membership by the Board, which order shall be determined by date and time of receipt by the Club of a fully completed application, unless otherwise directed by the Board.

In the event that an applicant fails to purchase a membership within fifteen (15) business days of the date upon which such membership is offered to the applicant, then the right to purchase such membership shall pass to the next approved applicant.

Applicants for membership who have not purchased a membership within seventy-five (75) days from the date of the approval of the applicant for membership in the Club by the Board, unless during such period no membership has been available for purchase (in which case the applicant shall have thirty (30) days after a membership becomes available for purchase), shall be deemed to have been rejected for membership in the Club and shall forfeit any deposits theretofore paid to the Club in connection with his or her membership application.

In the event that an application for membership is rejected pursuant to Section 3.3, above, or deemed to have been rejected pursuant to Section 3.7, then the person whose application was rejected, no earlier than one (1) year following the date the application was rejected, may again make application for membership pursuant to the provisions of this Article.

ARTICLE 4. MEMBERSHIP MEETINGS

Section 4.1. Annual Member Meeting. An annual meeting of the members shall be held each year on the date, at the time, and at the place, fixed by the Board, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. Any class of member of the Club may attend the annual meeting or any special meeting of the members held in person, but unless otherwise expressly authorized by the Board, only Voting Members shall have the right to notice or be permitted to be heard on, or object to, any matter considered at such meeting.

Section 4.2. Special Member Meetings. Special meetings of the members may be called, for any purposes described in the notice of the meeting, by the President, or by the Board, and shall be called by the President at the request of at least twenty-five percent (25%) of the Voting Members and shall be held within thirty (30) days thereafter.

Section 4.3. Place of Member Meeting. The Board of Directors may designate any place within the State of Utah as the place for any annual meeting of the members and for any special meeting of the members

called by the Board. The Board or the President may designate any place within the State of Utah as the place for any special meeting of the members called by the President or the members as herein provided. If no designation is made by the Board or the President, as the case may be, the place of meeting shall be the principal office of the Club.

Section 4.4. Notice of Member Meeting. Notices of meeting of the members are subject to the following:

- a. Written notice stating the place, day, and hour of any annual or special member meeting shall be delivered not less than seven (7) nor more than sixty (60) days before the date of the meeting, either personally, by mail, or by electronic mail, by or at the direction of the Board or the President to each Voting Member of record entitled to vote at such meeting, and such, in addition, be prominently posted at the West Desert Airpark for a period of not less than seven (7) days immediately prior to the date on which the meeting is to be held. Notice shall be deemed to be effective when mailed.
- b. If any member meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place, if the new date, time, or place is announced at the meeting before adjournment. However, if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed, then notice must be given pursuant to the requirements of these Bylaws to Voting Member of record who are entitled to vote at the meeting.
- c. Any Voting Member may waive notice of a meeting by a writing signed by such member, which is delivered to the Club (either before or after the date and time stated in the notice as the date or time when any action will occur or has occurred) for inclusion in the minutes or filing with the Club's records. A Voting Members attendance at a meeting:
 1. Waives objection to lack of notice or defective notice of the meeting, unless the Voting Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.
 2. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Voting Member objects to considering the matter when it is presented.
- d. Notice of any special meeting of the members shall include a description of the purpose or purposes for which the meeting is called. Notice of an annual meeting of the members need not include a description of the purpose of purposes for which the meeting is called.

Section 4.5. Fixing of Record Date. For the purpose of determining Voting Members entitled to notice of or to vote at any meeting of members, or Voting Members entitled to take action without a meeting or to demand a special meeting, or in order to make a determination of members for any other proper purpose, the Board may fix in advance a date as the record date. Such record date shall not be more than seventy (70) days prior to the date on which the particular action, requiring such determination of members, is to be taken. If no record date is so fixed by the Board, the record date shall be at the close of business:

1. With respect to an annual meeting of the members or any special meeting of the members called by the Board or any person or group specifically authorized by these Bylaws to call a meeting of the members, as of the close of business on the day before the first notice is delivered to the Voting Members.
2. With respect to a special member meeting demanded by the Voting Members, on the earliest date of any of the demands pursuant to which the meeting is called, or sixty (60) days prior to the date the first of the written demands is received by the Club, whichever is later.
3. With respect to actions taken in writing without a meeting, on the date the first Voting Member delivers to the Club a signed written consent upon which the action is taken.

When a determination of the Voting Members entitled to vote at any meeting of members had been made as provided in this Section, such determination shall apply to any adjournment thereof unless the Board fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

Section 4.6. Member List. The Secretary shall make a complete record of all the Club's members and of the Voting Members entitled to vote at each meeting of members, arranged in alphabetical order, with the address of each member. The member list must be available for inspection by any member (other than a Guest Member), beginning on the earlier of ten (10) days before the meeting for which the list was prepared or two (2) business days after notice of the meeting is given and continuing through the meeting and any adjournments. The list shall be available at the Club's principal office or at a place identified in the notice of the meeting in the city where the meeting is to be held. A member (other than a Guest Member), his or her agent, or attorney is entitled on written demand to inspect and, subject to reasonable copying costs, to inspect and copy the list during regular business hours and during the period it is available for inspection. The Club shall maintain the member list in written form or in another form capable of conversion into written form within a reasonable time.

Section 4.7. Member Quorum and Voting Requirements. Voting Members who attend a membership meeting of the Club shall constitute a quorum at such membership meeting. Once a Voting Member is represented for any purpose at a meeting, including the purpose of determining that a quorum exists, such Voting Member is deemed present for quorum purposes for the remainder of the meeting. If a quorum exists, action on a matter (other than the election of Directors) by the membership is approved if the votes cast favoring the action exceed the votes cast opposing the action.

Section 4.8. Proxies. At all meetings of members, a Voting Member may vote in person or by a proxy executed in any lawful manner. Such proxy shall be filed with the Club before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 4.9. Voting Membership. Each Voting Member entitled to vote shall be entitled to one (1) vote for each share bought in any airplane by such Voting Member at the West Desert Airpark, upon each matter submitted to a vote at a meeting of members.

Section 4.10. Informal Action by Members. Concerning informal action by the Club's membership:

- a. Any action which may be taken at any annual or special meeting of the members may be taken without a meeting and without prior notice if one or more consents in writing, setting forth the action so taken, are signed by Voting Members having not less than the minimum number of votes necessary to authorize or take the action at a meeting at which all Voting Members entitled to vote thereon were present and voted.
- b. Unless written consents of all Voting Members entitled to vote have been obtained, the Club shall give notice of any Voting Member approval without a meeting at least ten (10) days before the consummation of the action authorized by the approval to those Voting Members entitled to vote who have not consented in writing. Such notice shall contain or be accompanied by the same material that would have been required if a formal meeting had been called to consider the action.
- c. Any Voting Member giving a written consent, or the Voting Members' proxy holder, may revoke the consent by a signed writing describing the action and stating that the Voting Member's prior consent is revoked, if the writing is received by the Club prior to the effectiveness of the action.
- d. Action taken pursuant to this Section is not effective unless all written consents on which the Club relies for the taking of action are received by the Club within a sixty (60) day period and are not revoked. Action thus taken is effective as of the date the last written consent necessary to affect the action is received by the Club, unless all the written consents necessary to effect the action specify a later date as the effective date of action. If the Club has received written consents signed by all Voting Members entitled to vote with respect to the action, the effective date of the action may be any date that is specified in all the written consents as the effective date of the action. The writing may be received by the Club by electronically transmitted facsimile or other form of communication providing the Club with a complete copy thereof, including a copy of the signature.
- e. Action taken under this Section has the same effect as action taken at a meeting of the members and may be so described in any document.

Section 4.11. Club's Acceptance of Votes. With respect to the Club's acceptance of membership votes:

- a. If the name signed on a vote, consent, waiver, proxy appointment, or proxy appointment revocation corresponds to the name of a Voting Member, the Club, if acting in good faith, is entitled to accept the vote, consent, waiver, proxy appointment, or proxy appointment revocation and give it effect as the act of the Voting Member.
- b. The Club is entitled to reject a vote, consent, waiver, proxy appointment, or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Voting Member.
- c. The Club and its officer or agent who accepts or rejects a vote, consent, waiver, proxy appointment, or proxy appointment revocation in good faith and in accordance with the standards of this Section are not liable in damages to the Voting Member or the membership for the consequences of the acceptance or rejection.

- d. Corporate action based on the acceptance or rejection of a vote, consent, waiver, proxy appointment, or proxy appointment revocation under this Section is valid, final and binding on the Club and the membership.
- e. Notwithstanding any other term or condition of these Bylaws, no Voting Member shall be entitled to receive notice of, nor to vote, who has been suspended by action of the Board.

Section 4.12. Nomination and Voting for Directors. Subject to the provisions of Article 5, the Directors of the Club constituting the elected Board of Directors, each of whom must be Voting Members in good standing, shall each be elected by an annual vote of the Voting Members to serve for a term of three (3) years. Nominations for persons to be considered for Director may be made in any manner approved by the Board.

Each Voting Member shall cast the number of votes held by such Voting Member for as many, but no more, candidates as are to be chosen. Cumulative voting for Directors shall not be allowed. For purposes of illustration, if three Directors are to be elected, (i) a Voting Member having one vote shall vote for three candidates, casting one vote for each candidate, and (ii) a Voting Member having three votes shall vote for three candidates, casting three votes for each candidate.

In case of a tie vote between two candidates where only one Directorship remains unfilled, the Board as constituted immediately prior to the election shall, by a secret ballot vote, determine which candidate is to fill the position.

Section 4.13. Taking Office. Newly elected Directors shall take office at the first meeting of the Board held after the election.

Section 4.14. Member's Rights to Inspect Club Records. The rights of a member (other than a Guest Member) to inspect the Club's records are as follows:

- a. The Club shall keep as permanent records minutes of all meetings of its members and Board, a record of all actions taken by its members or Board without a meeting, a record of all actions taken on behalf of the Club by a committee of the Board in place of the Board, and a record of all waivers of notices of meetings of its members, meetings of the Board, or any meetings of committees of the Board. The Club shall maintain appropriate accounting records.
- b. If a member (other than a Guest Member) gives the Club written notice of the member's demand at least five (5) business days before the date on which the member wishes to inspect and copy, such member (or the member's agent or attorney) has the right to inspect and copy, during regular business hours, any of the following records, all of which the Club is required to keep at its principal office:
 - 1. The Club's Articles of Incorporation currently in effect;
 - 2. The Club's Bylaws currently in effect;
 - 3. The minutes of all members' meetings, and records of all action taken by Voting Members without a meeting, for the past three (3) years;
 - 4. All written communications within the past three (3) years to all Voting Members as a group or to all members as a group;

5. A list of the names and business or home addresses of the Club's current officers and Directors;
 6. The Club's annual financial statements showing in reasonable detail its assets and liabilities and the results of its operations for the past three (3) years.
 7. All resolutions adopted by the Board, and other rules and regulations, relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members.
 8. A copy of the Club's most recent annual report delivered to the Division of Corporations and Commercial Code.
- c. The right to copy records includes, if reasonable, the right to receive copies made by photographic, xerographic, or other means. The Club may impose a reasonable charge, payable in advance, covering the costs of labor and material, for copies of any documents provided to a member. The charge may not exceed the estimated cost of production or reproduction of the records.

ARTICLE 5. BOARD OF DIRECTORS

Section 5.1. General Powers. All corporate powers not specifically reserved to the Voting Members in these Bylaws shall be exercised by or under the authority of, and the business and affairs of the Club shall be managed under, the direction of the Board. The Board, as a group, shall:

- a. Establish all policy.
- b. Make major decisions affecting the Club and its property.
- c. Accept or reject any applications for membership.
- d. Fix and prescribe additional classifications of nonvoting members.
- e. Determine and fix admission fees and dues.
- f. Levy assessments against the members and provide for the collections of same.
- g. Fine, reprimand, suspend or expel any member.
- h. Remove for cause any Director or officer.

Section 5.2. Limitation of Powers. The Directors, as individuals, do not incur any obligations, financial or otherwise, for or on behalf of the Club. Notice of any decision of the Board approving an expenditure of more than \$50,000, or which would require a special assessment from the Voting Members shall be prominently posted at the West Desert Airpark and mailed to the Voting Members entitled to vote at least twenty (20) days before it can become effective. If, before the expiration of the said twenty (20) day period, Voting Members having at least twenty five percent (25%) of the votes object to the proposed expenditure in writing delivered to the Board, then the President shall immediately issue a call for a special membership meeting. If at the special membership meeting at which a quorum is present, Voting Members holding at least a majority of the votes do not approve the decision of the Board. Associate Members shall have the same right to object and vote on any decision of the Board requiring a special assessment from the Associate Members, as is provided to the Voting Members above. In such an event, each Associate Member in good standing shall be entitled to one vote.

Section 5.3. Number, Tenure, and Qualifications of Directors. The number of Dictators of the Club constituting the Board shall be at least three (3) and no more than five (5), each of whom shall be a Voting Member, but need not be residents of the State of Utah. Matthew D. Kalm shall be a Dictator of the Club for so long as he shall be a Voting Member in good standing or until he shall sooner resign. The Incorporator of the Club shall appoint the other initial Directors. Thereafter, the other Directors on the Board shall be elected by the Voting Members in accordance with Section 4.12. The number of Directors may be changed by a majority vote of the Voting Members or the Board, but no decrease may shorten the term of any incumbent Director. Notwithstanding the foregoing, the Club shall at all times have at least three (3) Directors as required by SS 16-6a-803 of the Utah Revised Nonprofit Corporation Act. Notwithstanding any provision of these Bylaws to the contrary, this Section 5.3 may not be modified or amended except by the unanimous approval of all Voting Members in good standing.

Each Director shall hold office until the end of the Director's term, until the Director resigns or until the Director is removed. However, if a Director's term expires, the Director shall continue to serve until the Director's successor shall have been elected and qualified, or until there is a decrease in the number of Directors.

Section 5.4. Regular Meetings of the Board of Directors. The Board may provide, by resolution, the time and place, within the State of Utah, for the holding of regular meetings, which shall be held without other notice than such resolution.

Section 5.5. Special Meetings of the Board. Special meetings of the Board may be called by or at the request of one of the Directors, who may fix any place, within the State of Utah, as the place for holding the meeting.

Section 5.6. Notice and Waiver of Notice of Special Director Meetings. Unless the Articles of Incorporation provide for a longer or shorter period, special meetings of the Board must be preceded by at least two (2) days' notice, either orally or in writing, of the date, time, and place of the meeting.

A Director may waive notice of any meeting. Except as otherwise in this Article provided, the waiver must be in writing and signed by the Director entitled to the notice. The waiver shall be delivered to the Club for filing with the corporate records, but delivery and filing are not conditions to its effectiveness.

The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business and at the beginning of the meeting, or promptly upon arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and does not thereafter vote for or assent to action taken at the meeting.

A Director who attends a special meeting to object to lack of notice shall not be deemed to be present for quorum purposes.

Section 5.7. Director Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 5.8. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present when the vote is taken shall be the act of the Board. Any or all Directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 5.9. Director Action Without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting if all the Directors consent to the action in writing. Action is taken by consents at the time the last Director signs a writing describing the action taken, unless, prior to the time, any Director has revoked a consent by a writing signed by the Director and received by the secretary. Action taken by consents is effective when the last Director signs the consent, unless the Board establishes a different effective date. Action taken by consents has the same effect as action taken at a meeting of Directors and may be described as such in any document.

Section 5.10. Reports. Immediately after the close of each fiscal year the Board shall transmit to each Member a written report of the affairs of the Club.

Section 5.11. Removal of Directors. Subject to Section 5.3, the Voting Members may remove one or more of the elected Directors at a meeting called for that purpose if notice has been given that a purpose of the meeting is such removal. The removal may be with or without cause.

Section 5.12. Board Vacancies. With respect to Board vacancies:

- a. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of Directors, the Voting Members entitled to vote shall fill the vacancy.
- b. A vacancy that will occur at a specific later date, because of a resignation effective at a later date, may be filled before the vacancy occurs, but the new Director may not take office until the vacancy occurs. The term of a Director elected to fill a vacancy expires at the next members' meeting at which Directors are elected.

Section 5.13. Director Compensation. By resolution of the Board, each Director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors. No such payment shall preclude any Director from serving the Club in any capacity and receiving compensation, therefore.

Section 5.14. Director's Rights to Inspect Club Records. The rights of a Director to inspect the Club's records are as follows:

- a. In addition to the rights to inspect Club records as member, a Director shall have the right to inspect and copy permanent records of the Club, accounting records maintained by the Club and other records, documents and information appropriate for the duties and responsibilities of a Director.
- b. The right to copy records includes, if reasonable, the right to receive copies made by photographic, xerographic, or other means. The Club may impose a reasonable charge, payable

in advance, covering the costs of labor and material, for copies of any documents provided to the Director. The charge may not exceed the estimated cost of production or reproduction of the records.

ARTICLE 6. OFFICERS AND SUPERVISORY EMPLOYEES

Section 6.1. Number of Officers. The officers of the Club shall be a President, a Secretary, and a Treasurer. The President shall be Matthew D. Kalm for so long as he shall be a Voting Member in good standing or until he shall sooner resign. The initial Secretary and Treasurer shall be appointed by the Incorporator of the Club. Thereafter, the Secretary and Treasurer shall be appointed by the Board and may be members of the Board but in any event must be Voting Members. If specifically authorized by the Board of Directors, the office of Secretary and Treasurer may be held by the same person. Such other officers and assistant officers as may be deemed necessary, including any vice presidents, may be appointed by the Board. Each such officer must be a Voting Member.

Section 6.2. Appointment and Term of Office. Subject to Section 5.3 of these Bylaws, any officers of the Club shall be appointed by the Board for a term of one (1) year, or until the officer resigns, dies, or is removed in the manner provided in these Bylaws. Officers for the succeeding year shall be elected by the Board at a meeting to be held within sixty-five (65) days immediately preceding the annual membership meeting. The new officers shall take official office following the annual meeting of members.

Section 6.3. Removal of Officers. Subject to Section 5.3 of these Bylaws, any officer may be removed by the Board at any time, with or without cause. Such removal shall be without prejudice to the contract rights, in any, of the person so removed. Appointment of an officer shall not of itself create contract rights.

Section 6.4. President. The President shall be the principal executive officer of the Club and, subject to the control of the Board, shall, in general, supervise and control all of the business and affairs of the Club. The President shall, when present, preside at all meetings of the members and of the Board. The President may sign, alone or with any other officer of the Club if required by the Board, Certificates for Membership in the Club, the issuance of which shall have been authorized by a resolution of the Board, and deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Club, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 6.5. Vice Presidents. If appointed, in the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. If there is no Vice President, then the treasurer shall perform such duties of the President. Any Vice President may sign, with the Secretary or an assistant secretary, Certificates for Membership in the Club the issuance of which have been authorized by resolution of the Board; and shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board.

Section 6.6. Secretary. The Secretary shall:

- a. Keep the minutes of the proceedings of the members and of the Board of Directors and the other records and information of the Club required to be kept, in one or more books provided for that purpose.
- b. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- c. Be custodian of the corporate records of the Club.
- d. When requested or required, authenticate any records of the Club.
- e. Keep a register of the post office address of each member which shall be furnished to the Secretary by such member.
- f. If required by the Board, sign with the President, or a Vice-President, Certificates for Membership in the Club, the issuance of which shall have been authorized by resolution of the Board.
- g. Have general charge of the membership books of the Club.
- h. In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.

Section 6.7. Treasurer. The Treasurer shall supervise the books of account and shall exercise surveillance over the fiscal affairs of the Club and shall make recommendations to the Board as he or she deems appropriate with regard to fiscal matters. Specifically, the Treasurer shall:

- a. Have charge and custody of and be responsible for all funds and securities of the Club.
- b. Co-sign with the President, or vice president or manager of the Club if one shall have been retained, all payroll and accounts payable checks.
- c. In general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board.

Section 6.8. Managerial Employees. If the Board shall determine it to be in the best interest of the Club, the Club may appoint or retain a manager pursuant to a management agreement and may delegate responsibilities to such manager, subject to supervision by the President, for the general supervision and operation of the Club facilities and their use by the Members. The Board may also in its discretion create other subordinate managerial positions.

ARTICLE 7. COMMITTEES

Section 7.1. Committees. The Board may create one or more committees and appoint Voting Members of the Club and the Board to serve on them. Each committee must have two (2) or more members of the Board as committee members.

- a. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken.
- b. Sections of these Bylaws, which govern meetings, action without a meeting, notice, waiver of notice, and quorum and voting requirements of the Board, apply to committees and their members as well.

ARTICLE 8. CLUB RULES

Section 8.1. Adoption and Publication. The Board shall adopt Club Rules from time to time pertaining to use of the Club facilities and conduct of the members, or specific classes of members, relating thereto. Copies of all Club Rules in effect from time to time shall be posted at the West Desert Airpark facility and the Secretary shall distribute copies thereof, together with copies of these Bylaws, and all future amendments thereto, to all voting and nonvoting members of the Club.

Section 8.2. Enforcement and Penalties. The Board shall have authority to take such disciplinary action as it deems necessary or proper for any violations of the rules of the Club or the provisions of the Bylaws.

ARTICLE 9. FEES AND DUES

Section 9.1. Membership Fees or Transfer Fees. The Board may in its discretion establish the fees for admission to membership and for the transfer of memberships in the Club.

Section 9.2. Use of Fees. All moneys received by the Club as admission fees and transfer fees shall be deposited in the Club bank account and may be used for any Club purposes, the same as any other funds or revenues of the Club.

Section 9.3. Membership Dues. Membership dues shall be provided by resolution of the Board.

Section 9.4. Member's Responsibility for Debts. Each member shall be responsible to the Club for any debts incurred by members of his or her family to the Club, or by any guests introduced to the Club by him or her, and for any and all damages done by any of them.

Section 9.5. Dues During Listing for Sale. Whenever a membership shall be listed for sale, as provided for elsewhere in these Bylaws, the owner thereof shall continue to pay the established dues until such time as said membership is sold.

Section 9.6. Surrender of Forfeiture. Any member who voluntarily surrenders or forfeits his or her membership to the Club shall thereby be relieved of any obligation for any dues or assessments from and after the date of forfeiture.

Section 9.7. Loss, Injury or Damage. The Club shall have no liability to any member for loss of or injury or damage to any personal property, including without limitation, planes, aviation equipment, supplies, clothing or other personal property, and shall have no responsibility or liability for personal injury to any member arising out of use by any member of any of the Club facilities or exercise of any of the privileges of the Club. Each member and each guest of such member shall, before using any Club facilities for the first time, read and sign a waiver in form approved by the Board which describes the risks associated with participating in aviation activities and by which the signor agrees to assume such risks and waive the Club and all other members and guests from liability arising there from.

ARTICLE 10. TRANSFER OF MEMBERSHIP

Section 10.1. Sale of Membership. Those desiring to sell Voting Memberships shall deposit with the Secretary the Certificate of Membership endorsed in blank, signed by the member (or his or her legally authorized representative with certified proof of authorization in form satisfactory to the Secretary), and a written offering price. The Secretary shall post at the West Desert Airpark facility the list of the Voting Memberships offered for sale and prices asked. These asking prices shall stand until changed by a new offer delivered to the Secretary to become effective at the next Board meeting. Applicants for Voting Membership approved by the Board shall be advised by the Secretary of the asking price list after each Board meeting. If Voting Memberships are offered for sale at the same price, the oldest listed for sale at any price shall be sold first. Except as otherwise provided herein, the Board may impose a transfer fee upon the transferee of a Voting Membership.

Section 10.2. Sale of Membership Not to be Advertised. A Voting Membership shall not be offered for sale by advertising of any kind, nor through sale by a third party, nor otherwise than as herein provided. Any Voting Member violating this provision shall be subject to fine, suspension or expulsion.

Section 10.3. General. No membership in the Club, other than that of a member evidenced by a Certificate of Membership, may be sold, transferred or assigned.

Section 10.4. Payment of Debts Prior to Transfer. No Certificate of Membership may be transferred to any person (other than to the Club for cancellation) or deposited with the Secretary for sale, unless and until all debts including dues of the Member shall have been paid.

Section 10.5. Transfer to be Approved by the Board. Notwithstanding anything to the contrary herein contained, no transfer of a Certificate of Membership shall be valid until the transferee shall have been elected to membership in the usual manner, and the transfer approved by the Board.

Section 10.6. Transfer Upon Decease of Member. Subject to these Bylaws, a Certificate of Membership of a deceased Voting Member (all other member classifications automatically terminate) may be transferred by his or her estate or personal representative as follows:

- a. The Certificate of Membership may be transferred to the spouse, eligible son or son-in-law or daughter or daughter-in-law of any deceased Voting Member, without payment of a transfer fee, provided, the transferee must qualify, or undertake to qualify and thereafter diligently pursue such to completion, under any criteria of aviation training or experience required of Voting Members generally in the Club Rules adopted by the Board; or
- b. It may be sold and transferred to someone else, upon the same terms and conditions as if sold or transferred during the life of said deceased Voting Member.

Any determination by the Board as to the party entitled to said certificate, or the proceeds thereof and of the endorsement required by the Board shall be final, conclusive and binding on all parties interested in said certificate or claiming any interest therein.

ARTICLE 11. CHANGE OF MEMBERSHIP STATUS

Section 11.1. Resignations. Any member may resign at any time, but such resignation shall not be accepted until all indebtedness to the Club has been paid. Notwithstanding anything herein to the contrary, any member, after paying all indebtedness to the Club, may resign at any time and surrender his or her Certificate of Membership to the Club and direct its cancellation and thereupon be entitled to have his or her resignation accepted by the Board.

Section 11.2. Termination of Membership. Except as in these Bylaws specifically provided, memberships in the Club are not transferable, nor do they pass by decent or devise.

ARTICLE 12. DELINQUENT ACCOUNTS

Section 12.1. Action on Delinquent Accounts.

- a. The Board shall prescribe the frequency for assessing all dues and any other indebtedness of the members to the Club and shall also prescribe the period allowed for payment of such dues and other indebtedness, provided that the members of each class of membership shall be treated the same as all other memberships of such class. With respect to any member failing to pay any dues or other indebtedness within the period prescribed therefore by the Board, upon the expiration of such period, the Secretary shall notify each Member whose account has not been paid, and that unless the delinquency is paid, his or her membership will become subject to suspension or forfeiture pursuant to the Bylaws.
- b. If at the end of thirty (30) days from the due date such indebtedness remains unpaid, the privileges of the Club, including a Voting Members voting rights, may be denied such delinquent member until such indebtedness be paid.
- c. If any nonvoting member shall have been delinquent for a continuous period of thirty (30) days after the due date, the Board after five (5) days' notice, may suspend or expel such member.
- d. If any Voting Member shall have been delinquent for a continuous period of sixty (60) days from the due date, such Voting Member's membership may be subject to suspension or forfeiture, upon such notice as the Board may direct.

Section 12.2. Reinstatement. While any delinquent Member is suspended and at any time before expulsion or forfeiture, such Member may be reinstated by the Board upon payment at that time of his or her total indebtedness, which shall include the payment of dues during the suspension. The Board in its discretion may assess a penalty of ten percent (10%) of such total indebtedness.

ARTICLE 13. DISCIPLINE

Section 13.1. Discipline for Cause. The Board shall have authority to privately discipline, publicly reprimand, fine, suspend or expel any member for cause. Such cause may consist of the violation of any Bylaw or Rule of the Club, or of conduct which, in the opinion of the Board is prejudicial to the Club's welfare, or to the good order and discipline therein upon the premises, or any improper usage of the Club or its property.

Public reprimand, suspension for a period of more than thirty (30) days, or expulsion of any member for cause, shall not be made by the Board, until the member shall have had an opportunity to represent such member's defense. One (1) week's written notice specifying the time and place the Board will consider the charges, accompanied by a written specification thereof, shall be considered as affording such member sufficient opportunity to present his or her defense.

A member may be privately disciplined for cause upon the affirmative vote of a majority of Directors present at a meeting; but public reprimand, or suspension, shall require the affirmative vote of all Directors, provided, that if the member to be reprimanded or suspended is a Director, such Director's vote shall not be required.

Section 13.2. Disposition of Membership on Expulsion or Forfeiture for Delinquency. In the case of the expulsion of a member for disciplinary reasons, or forfeiture of a membership for delinquency, as in these Bylaws provided, ownership of the membership shall revert to the Club. In the event of reversion of a Voting Membership, the Club shall have the options (a) of selling said membership at the best price then obtainable, or (b) of holding said membership. If the Voting Membership is sold, the Club shall deduct from the amount of the purchase price the amount of any obligation by the former Voting Member to the Club, including delinquent dues, charges incurred, interest, fine, penalties, and any and all other obligations, including the transfer fee. The balance of the purchase price shall be paid to the former Voting Member. If the Club elects to retain the Voting Membership, the Club shall be considered to have been sold the Voting Membership at the price of the last sale of a Voting Membership, and after deducting from said amount of any obligation of the former Voting Member to the Club as above set forth, the excess of such amount shall be paid to the former Voting Member.

ARTICLE 14. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, FIDUCIARIES, AND AGENTS

Section 14.1. Limitation of Liability of Directors. Directors shall not be liable to the Club or its members for monetary damages for any action taken or any failure to take any action, as a Director, except liability for:

- a. The amount of a financial benefit received by a Director to which he or she is not entitled.
- b. An intentional infliction of harm on the Club or its members.
- c. An intentional violation of criminal law.

Section 14.2. Indemnification of Directors. Unless otherwise provided in the Articles of Incorporation, the Club shall indemnify any individual made a party to a proceeding because the individual is or was a Director against liability incurred in any proceeding. Provided, however, the Club shall only indemnify an individual if it has authorized the indemnification in accordance with applicable law and a determination has been made that indemnification is in accordance with the following requirements:

- a. Standard of Conduct. The Club shall determine that:
 1. The individual's conduct was in good faith;
 2. The individual reasonably believed that his or her conduct was in, or not opposed to, the Club's best interests; and

3. In the case of any criminal proceeding, the individual had no reasonable cause to believe that his or her conduct was unlawful.
- b. No Indemnification in Certain Circumstances. The Club shall not indemnify an individual under this Section 14.2:
 1. In connection with a proceeding by or in the right of the Club in which the individual was adjudged liable to the Club; or
 2. In connection with any other proceeding charging that the individual derived an improper personal benefit, whether or not involving action in the individual's official capacity in which proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit.
- c. Indemnification in Derivative Actions Limited. Indemnification permitted under this Section 14.2 in connection with a proceeding by or in the right of the Club is limited to reasonable expenses incurred in connection with the proceeding.

Section 14.3. Advance Payment of Expenses. Unless otherwise provided in the Articles of Incorporation, the Club may pay for or reimburse in advance of final disposition of any proceeding the reasonable expenses incurred by an individual who is a party to a proceeding because he or she is or was a Director of the Club if (i) in accordance with the procedures and standards set forth in the applicable law, an authorization of payment is made, and (ii) in accordance with the procedures set forth in the applicable law, a determination is made that the following has occurred:

- a. Written Affirmation. The individual has furnished to the Club a written affirmation of the individual's good faith belief that the individual has met the standard of conduct described in Section 14.2 of these Bylaws.
- b. Written Undertaking. The individual has furnished to the Club a written undertaking, executed personally or on the individual's behalf, to repay the advance if it is ultimately determined that the individual did not meet the standard of conduct (which undertaking must be an unlimited general obligation of the individual but need not be secured and may be accepted without reference to financial ability to make repayment).
- c. Factual Determination. A determination has been made that the facts then known to those making the determination would not preclude indemnification under Section 14.2 of these Bylaws or the applicable law.

Section 14.4. Indemnification of Officers, Employees, Fiduciaries, and Agents. Unless otherwise provided in the Articles of Incorporation, the Club shall indemnify and advance expenses to any individual made a party to a proceeding because the individual is or was an officer, employee, fiduciary, or agent of the Club to the same extent as to an individual made a party to a proceeding because the individual is or was a Director of the Club, or to a greater extent, if not inconsistent with public policy, if provided for by general or specific action of the Board.

Section 14.5. Insurance. The Club may purchase and maintain liability insurance on behalf of a person who is or was a Director, officer, employee, fiduciary, or agent of the Club, or who, while serving as a Director, officer, employee, fiduciary, or agent of the Club, is or was serving at the request of the Club as

a Director, officer, employee, fiduciary, or agent of another foreign or domestic corporation or other person, or of an employee benefit plan, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director, officer, employee, fiduciary, or agent, whether or not the Club would have power to indemnify him or her against the same liability under applicable law. Insurance may be procured from any insurance company designated by the Board, whether the insurance company is formed under the laws of the State of Utah or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Club has an equity or any other interest through stock ownership or otherwise.

ARTICLE 15. FISCAL YEAR

Section 15.1. Fiscal Year. The fiscal year of the Club shall be from January 1st to December 31st unless otherwise fixed by resolution of the Board.

ARTICLE 16. CONSTRUCTION OF BYLAWS

Section 16.1. Construction of Bylaws. Whenever the context may require, any pronoun used in the Bylaws shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

ARTICLE 17. AMENDMENTS

Section 17.1. Amendments. The Club's Board may amend these Bylaws, except to the extent that the Articles of Incorporation these Bylaws, or the Utah Revised Nonprofit Corporation Act, require otherwise. However, the Board may not adopt, amend, or repeal a Bylaw which shall pertain to the qualifications, voting rights or property rights of members and shall not amend or repeal any Bylaw which pertains to the termination or forfeiture of membership, unless such Bylaw is approved by the Voting Members in accordance with the requirements of Utah law. Any amendment to these Bylaws or the Club's Articles of Incorporation that requires the approval of the Voting Members shall not become effective unless approved by the Voting Members holding at least sixty seven percent (67%) of the votes to be cast at a meeting at which a quorum is present, unless such amendment pertains to a voting requirement having a higher percentage, in which case the amendment must be approved by the higher applicable percentage of votes. Nothing in this Section shall affect the requirements provided in Section 5.3 for amendment of such Section.

CERTIFICATION OF BYLAWS

The undersigned, being the sole incorporator of the Club, hereby adopts the foregoing Bylaws for and on behalf of the Club.

WEST DESERT AVIATORS, a Utah nonprofit corporation

By _____

Matthew D. Kalm, incorporator

Dated this day of _____