

Marion Airport Commission, Incorporated.
Marion, NC 28752

BYLAWS

OF

MARION AIRPORT COMMISSION,
INC.

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BYLAWS
OF
MARION AIRPORT COMMISSION, INC.

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**BYLAWS
OF
MARION AIRPORT COMMISSION, INC.**

**ARTICLE I
CORPORATE OFFICES, PURPOSES AND POWERS, AND MEMBERSHIP**

1.1 CORPORATE OFFICES

The principal office of Marion Airport Commission, Inc. (hereinafter “Corporation” or “this Corporation”) shall be located at the airport office at 2656 Airport Road Marion, North Carolina 28752. The mailing address shall be P.O. Box 1298, Marion, North Carolina 28752. The Corporation shall have and continuously maintain in this county a registered agent and a registered office, and may have such other offices as the Board may determine from time to time.

1.2 CORPORATE PURPOSES AND POWERS

1.2-1 NON-PROFIT STATUS

This Corporation is a nonprofit corporation organized under the North Carolina Nonprofit Corporation Act (the “Act”) for charitable and educational purposes. Such purposes for which this Corporation is organized and shall be exclusively operated are charitable and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Code”), or the corresponding provisions of any subsequent federal tax laws. Regardless of all other bylaw provisions relating to powers, the Corporation is limited to those powers that comply with the maintenance of a 501(c)(3) exemption, pursuant to the IRS code of 1986 and as amended.

1.2-2 PURPOSES

The Corporation shall have such purposes as are now or may hereafter be set forth in the Articles of Incorporation. Within the context of the foregoing general purposes, the specific and primary purposes for which the Corporation is organized and shall be operated shall be:

- A. To operate one or more airports in or near the Town of Marion in McDowell County, North Carolina for the use of the general public and to encourage and promote travel by air to and from Marion and McDowell County;
- B. To purchase, lease, or otherwise acquire lands and terminal facilities to be used for airport purposes and to maintain and operate same, including but not limited to the construction of runways, air strips, hangars and all other buildings or facilities necessary for the operation of the airport;

- C. To provide landing fields and airport facilities for the Civil Air Patrol and to cooperate with and promote the work of said organization;
- D. To promote and carry out such other activities as may be deemed advisable to foster aviation in McDowell County; and
- E. To engage in any and all lawful activities incidental to the foregoing purposes except as restricted herein.

1.3 DISSOLUTION

Upon the winding up and dissolution of this Corporation, as provided in this Corporation's Articles of Incorporation and in these Bylaws, after paying or adequately providing for the payment of the debts, obligations, and liabilities of this Corporation, the remaining assets of this Corporation shall be distributed to The McDowell Hospital, Inc. [the successor organization to MARION GENERAL HOSPITAL] or, if the Hospital is not operating, then to a nonprofit fund, foundation, or corporation serving McDowell County which is organized and operated exclusively for charitable purposes, provided that the organization receiving the remaining assets shall at such time qualify as an exempt organization described in Section 501(c)(3) of the Code or the corresponding provisions of any subsequent federal tax laws. Any assets not disposed of by the Corporation may be disposed of by a court of general jurisdiction in McDowell County to such organization[s] as the court shall determine shall be in the best interests of the citizens of McDowell County.

ARTICLE II MEMBERSHIP

2.1 CATEGORIES OF MEMBERSHIP

The Membership shall be divided into Full and Provisional Members. Unless stated as applying to "Full members" or "Provisional members" in these by-laws, the use of the term "members" shall include both Full and Provisional members.

2.1-1 FULL MEMBERS

Full Members must be over 21 years of age, must own an interest in 1] an aircraft based at Shiflet Field or 2] a hangar at Shiflet Field, must agree to abide by these By-laws and the Rules of the MAC, must pay annual fees and rents as they become due, must have been an Provisional Member in good standing for more than 12 months and must have been approved by the Board of Directors as a Full Member. A Full Member who has paid all fees or rents owing to MAC can vote at Member Meeting, except that in the case of multiple ownership of planes and/or hangars, only two of the part owners may be eligible for Full Membership in the corporation at any one time and it is up to the part owners to decide which of them shall apply for full membership. Only a Full Member who has paid all fees or rents owing to MAC can be elected a Director or Officer of the corporation.

2.1-2 PROVISIONAL MEMBERS

Provisional Members must be over 18 years of age, must own an interest in 1] an aircraft based at Shiflet Field or 2] a hangar at Shiflet Field, must agree to abide by these By-laws and the Rules of the MAC, must pay annual fees and rents as they become due, and must have been approved by the Board of Directors as a Provisional Member. A Provisional Member has no vote at Member Meeting and can not be an Officer or Director of the corporation.

2.1-3 MULTIPLE OWNERSHIP OF PLANES OR HANGARS

In case of multiple ownership of planes and/or hangars, only two of the part owners may be eligible for Full membership in the corporation at any one time and the other part owners of the plane or hangar shall be Provisional Members.

2.1-4 APPLICATION FOR MEMBERSHIP

Application for membership is mandatory for individuals who wish to buy or lease a hangar and for individuals who maintain an aircraft at the airport for more than six months.

2.1-5 APPROVAL OF MEMBERSHIP STATUS

Applicants shall become Provisional or Full Members by a majority vote of the Board of Directors, who are not disqualified under Article VIII, if the applicant meets all requirements for membership and shows commitment to the welfare of the airport. No person shall be admitted as a member without the person's consent.

2.1-6 MEMBERSHIPS NOT TRANSFERABLE

Memberships are not transferable. Upon resignation, death, or termination of a member, any non-member who inherits, assumes or purchases a member's ownership in a plane and/or hangar must submit an application to MAC and be approved by the Board as a member. In case of multiple ownership of a plane and/or hangar, if a part owner holding Full membership resigns, dies or has their membership terminated, than another part owner holding a Provisional membership may apply for Full Member status but only two of the part owners may be eligible for Full membership in the corporation at any one time.

2.1-7 RESIGNATION

Any member may resign at any time. The resignation of a member does not relieve the member from any obligations incurred or commitments made to the corporation prior to resignation.

2.2 VOTING

2.2.1 FULL MEMBERS HAVE ONE VOTE.

- a. Only a Full Member, who has paid all fees or rents owing to MAC and who is not disqualified under Article VIII, can vote at Member meeting.
- b. In the case of multiple ownership of planes and/or hangars, only two of the part owners may be eligible for Full Membership in the corporation at any one time. All other part owners must be Provisional members.
- c. A Provisional Member has no vote at Member Meeting and can not be an Officer or Director of the corporation.
- d. Voting on all matters including the election of directors and officers shall be by voice vote or by a show of hands unless, as to any matter that at least twenty-five percent (25%) of the members entitled to vote on that matter shall demand, prior to the voting on such matter, a ballot vote on such matter.

2.2-2 PROXIES

- a. A Full Member or Director may vote in person or by proxy. A Full member or Director may appoint one person to act as his proxy to vote or otherwise act for the member by signing an notarized statement explaining the matters and items of business upon which the proxy may vote and listing the period of time for which the proxy is valid.
- b. An appointment of a proxy is effective when received by the Secretary of the Board. An Proxy is valid for 11 months unless a different period is expressly provided in the appointment form.
- c. A proxy is revocable unless the appointment form conspicuously states that it is irrevocable. A revocable proxy is revoked by the person appointing the proxy by:
 - (1) Attending any meeting and voting in person; or
 - (2) Signing and delivering to the Secretary of the Board a writing stating that the appointment of the proxy is revoked or a subsequent appointment form of a different person as proxy.
- d. The death of the member appointing a proxy voids the Proxy.
- f. The incapacity of the member appointing a proxy does not void the Proxy.
- g. Subject to any express limitation on the proxy's authority appearing on the face of the appointment form, the corporation is entitled to accept the proxy's vote or other action as that of the member making the appointment.

2.2-3 MEMBERSHIP ACTION THAT MAY BE TAKEN BY WRITTEN BALLOT

- a. Any action that may be taken at any annual, regular, or special meeting of members or the Board of Directors may be taken without a meeting if the corporation delivers a written ballot to every person entitled to vote on the matter. A ballot may be submitted to the member or returned to the corporation by electronic transmission, including electronic mail, provided that such electronic

transmission shall include information establishing that the electronic transmission was authorized by the member or the member's proxy.

- b. A written ballot shall:
 - (1) Set forth each proposed action;
 - (2) Provide an opportunity to vote for or against each proposed action;
 - (3) and provide a date no less than 10 days later by which the ballot must be returned in order to be counted.
- c. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the same total number of votes were cast.
- d. A written ballot shall not be revoked.

2.2-4 MEMBER ACTION BY WRITTEN CONSENT.

Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting if one or more written consents, describing the action so taken, shall be signed by all of the members who would be entitled to vote upon such action at a meeting, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. All such written consents must be dated within 60 days of the date of the first consent to be signed. Such consent has the same effect as a meeting vote and may be described as such in any document.

2.2-5 ACCEPTANCE OF CONSENTS, BALLOTS OR PROXIES

- a. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the corporation is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the record name of a member, the corporation is nevertheless entitled to give it effect as the act of the member if the name signed purports to be that of an attorney-in-fact of the member and, if the corporation requests it, the recorded Durable Power of Attorney is presented to the corporation prior to the vote.
- c. The corporation is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary has a reasonable and good faith basis to doubt the validity of the signature or the signatory's authority to sign for the member.

2.3 MEETINGS OF THE MEMBERS

2.3-1 PLACE

Meetings of the members shall be held at the principal office of the corporation, or at such other place, either within or without the State of North Carolina, as shall in each

case be (i) designated by the Chairperson of the Board and indicated in the notice of the meeting, or (ii) agreed upon by a majority of the Members entitled to vote at the meeting.

2.3-2 ANNUAL MEETING OF THE MEMBERS.

The annual meeting of members shall be held each year during the Spring Quarter of the fiscal year on any day as determined by the Board of Directors or the President of the corporation for the purpose of electing directors and officers of the corporation and for the transaction of such other business as may be properly brought before the meeting.

2.3-3 SPECIAL MEETINGS OF THE MEMBERS.

Special meetings of the members may be called at any time by the President or the Board of Directors, or pursuant to the written request of not less than one-half of all Full Members where the written request a] describes the purpose(s) for which such special meeting is to be held, b] is dated, c]signed by the members making such request, and d] delivered to the Secretary. Notice of a special meeting called at the request of members shall be given within thirty (30) days after the date of receipt by the Secretary of such request.

2.3-4 NOTICE OF MEMBERS MEETINGS

- a. Written notice stating the date, time, and place of the meeting shall be given not less than ten (10) nor more than thirty (30) days before the date of any member' meeting, either by personal delivery, by facsimile transmission, e-mail, or other form of electronic communication as provided below, or by U.S. mail or private carrier, by or at the direction of the Board of Directors, the President, the Secretary, or other person calling the meeting, to each member entitled to vote at such meeting. Notice of the Members meetings may also be sent to Provisional Members at the discretion of the Secretary or the Board of Directors.
- b. All mailed notices shall be deemed to be effective when deposited in the United States mail, correctly addressed to the member at the member's address as it appears on the current record of members of the corporation, with postage thereon prepaid. Notices may be provided by electronic transmission to any member who consents to notice by electronic means.
- c. If a notice is e-mailed, the notice shall be deemed to be delivered when sent with no rejection. The date/time stamp of the sender's e-mail will be used to document the delivery date even if the e-mail is not received or read by the member. It is the member's responsibility to ensure that his or her e-mail system does not block or discard e-mail sent by the corporation. If a notice sent by e-mail is rejected by the member's e-mail system, the secretary will send the notice by postal mail.
- d. In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called, In the case of an annual or substitute annual meeting, the notice of meeting need not specifically state the purpose or purposes for which the meeting.

- e. If a meeting is adjourned for more than one hundred twenty (120) days after the date designated for the original meeting, or if a new record date is designated for the adjourned meeting, or if the date, time, and place for the adjourned meeting is not announced prior to adjournment, then notice of the adjourned meeting shall be given as in the case of an original meeting; otherwise, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

2.3-5 MEMBERSHIP RECORD DATE AND MEMBER LIST

- A. The Board of Directors may fix a future date as the record date in order to determine the members entitled to notice of a members' meeting, to demand a special meeting, to vote, or to take any other action. If no record date is fixed by the Board of Directors for the determination of members entitled to notice of or to vote at a meeting of members, July 1 of the year before the notice of the meeting is delivered to members shall be the record date for such determination of members.
- B. Before each meeting of members, the Secretary of the corporation shall prepare an alphabetical list of the members entitled to notice of such meeting. The list shall be kept on file at the principal office of the corporation for the period beginning two (2) business days after notice of the meeting is given and continuing through the meeting, and shall be available for inspection by any member, his agent or attorney, at any time during regular business hours. The list shall also be available at the meeting and shall be subject to inspection by any member, his agent or attorney, at any time during the meeting or any adjournment thereof.

2.3-6 WAIVER OF NOTICE

Any member may waive notice of any meeting before or after the meeting. The waiver must be in writing, signed by the member, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. A member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the member or his proxy at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) 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 member or his proxy objects to considering the matter before it is voted upon.

2.3-7 QUORUM

A majority of the votes entitled to be cast on the matter constitutes a quorum. Once a member is present for any purpose at a meeting, he is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting. In the absence of a

quorum at the opening of any meeting of members, the meeting may be adjourned to another date and time by the vote of a majority of the votes cast on the motion to adjourn.

2.4 RIGHTS AND OBLIGATIONS OF MEMBERS

2.4-1 NOT OBLIGATED FOR DEBTS OF THE CORPORATION

A member of the corporation is not, as such, personally liable for the acts, debts, liabilities, or obligations of the corporation.

2.4-.2 LAIBILITY FOR ANNUAL FEES, RENTS, OR OTHER CHARGES

Each member will pay an annual membership fee as set forth in the Rules of Marion Airport, as may be amended by the Board from time to time. Each member will pay as they become due all rents, assessments and other fees or charges as set forth in the Rules of Marion Airport, as may be amended by the Board from time to time.

2.4-3 SHALL ABIDE BY BY-LAWS AND RULES OF THE CORPORATION

Each member will abide by the provisions of these By-laws and the Rules of Marion Airport, as either may be amended from time to time.

2.4-4 INSPECTION OF RECORDS BY MEMBERS

A member is entitled to inspect and copy, at a reasonable time and location specified by the corporation, records of the corporation under the process described in NC G.S. 55A if the member gives the corporation at least 5 days written notice of the matters that he wished to inspect and other wise complies in G.S. 55A. The corporation may impose a reasonable charge, covering the costs of labor and material, for producing for inspection or copying any records provided to the member.

2.4-5 LIMITATIONS ON USE OF MEMBERSHIP LIST

Without consent of the Board of Directors, a membership list shall not be obtained or used by any person for any purpose unrelated to a member's interest as a member and shall not be used for any commercial purpose or sold to or purchased by any person.

2.4-6 FINANCIAL STATEMENTS FOR MEMBERS

- a. The corporation upon written request from a member shall furnish that member its latest annual financial statements that include a balance sheet as of the end of the fiscal year and statement of operations for that year.
- b. If annual financial statements are reported upon by a public accountant retained by the corporation for that purpose, the accountant's report shall accompany them. If not, the statements must be accompanied by the statement of the president or treasurer:

- (1) Stating the president's or other person's reasonable belief as to whether the statements were prepared on the basis of generally accepted accounting principals and, if not, describing the basis of preparation; and
- (2) Describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year.

2.4-7 NOTICE OF INDEMNIFICATION

If the corporation indemnifies or advances expenses to a director or officer under G.S. 55A in connection with a proceeding by or in the right of the corporation, the corporation shall give notice of the indemnification or advance in writing to the Full members with or before the notice of the next meeting of members.

2.4-8 HANGAR LEASES AND HANGAR BUILDINGS ON LAND LEASED FROM MAC

Members may contract with MAC in writing to lease land upon which they may build a hangar which houses aircraft provided they meet the following conditions:

- a. They comply with the rules enacted by the Board of Directors governing the use of the airport property and any direction from the Board regarding the placement, site, erection, maintenance, abandonment, and removal of any structures on property owned by or leased to the airport.
- b. The terms of the hangar lease with MAC will be determined by the Board of Directors and may be changed at the Board's discretion upon 6 months notice. Hangar leases shall be for two years.
- c. Other than the Common Hangar, hangar buildings and the property within them are the responsibility of the hangar owner and not the corporation. Hangar buildings shall be the property of the members who erected or purchased it and shall not be the property of the corporation unless specifically conveyed to the corporation.
- d. In case of multiple ownership of a hangars, all owners must be on the Hangar lease and be members of the corporation.
- e. If a member to a hangar lease dies, the hangar lease does not pass to that member's Estate. The Board of Directors may elect to establish a new Hangar lease with the Estate or an heir of the deceased member, provided the Executor or heir meets the conditions of membership of the corporation.
- f. The sale or purchase of a hangar building on land leased from MAC must be approved in writing advance by the Board of Directors and a new hangar lease executed with the new owner[s], who must be a member[s] of the corporation. Prior to conclusion of a rental or sale agreement, the prospective purchaser[s] must apply for membership, pay the membership fee on a pro-rated basis for that fiscal year and execute a Hangar lease and be approved for membership and approved for the Hangar lease. If denied membership or denied a Hangar lease by the Board, the agreement between the hangar owner and the prospective purchaser is void.

- g. If a hangar holder ceases to be a member of the corporation either for non-payment of fees or any other reason, that member's hangar lease is voided and the hangar must be sold or moved off the leased properties within twelve (12) months of the lapse or termination of membership. This 12 month period to be referred to as the "12 month removal period". Any sale of the hangar must meet the requirements of Section 2.4-8(f), herein. At any time before the end of the twelve month removal period, the hangar holder may obtain an Fair Market Value appraisal of the hangar from a certified real estate appraiser [the appraisal to be paid for by the hangar owner] and extend an offer in writing to the corporation for the corporation to purchase the hangar at that fair market value or at some lesser amount. The corporation shall then have 45 days from the written offer to notify the hangar holder in writing that 1] the corporation accepts the offer propounded, 2] the corporation grants the former member another 12 months to try to sale the hangar, or 3] the corporation counters with a written proposal that is an average of a] the hangar holder's offered appraised value by its appraiser and b] an Fair Market Value appraisal of the hangar from an other certified real estate appraiser retained and paid for by the corporation. Any accepted offer to purchase the hangar must be closed upon and completed within 45 days of the acceptance of the offer, unless another time period is agreed upon in writing by the parties. During this 12 month removal period or any extended time, the hangar holder will be required to pay annual lease fees and annual airport fees on the hangar, mow the grass, and maintain the hangar in good condition. If the hangar is not sold or removed during this 12 month removal period, the hangar holder will be bound by the Corporation's By-laws, rules and leases in effect at that time.

2.4-9 DISPUTES BETWEEN MEMBERS

If a dispute arises between members or with the corporation concerning the operation of hangars, aircraft or any other matter related to the Airport, members agree first to try in good faith to settle the dispute by mediation or another means of alternative dispute resolution.

2.5 TERMINATION OR DEMOTION OF MEMBERSHIP STATUS:

2.5-1 GROUNDS FOR MEMBERSHIP REVIEW

If it appears to the Board of the Directors that a member has not abided by the by rules of the airport, has violated Hangar leases, has financial obligations to the corporation that are more than 120 days overdue, has repeated violations of FAA regulations and/or failure to operate planes in a safe and prudent manner, have been found by a court of law to be in violation of local, state or federal laws while on airport property, or been found by a court of law to be in violation of local, state or federal laws while off airport property that are

of such a nature as would create a concern for flight safety, their membership will be placed in review by the Board.

2.5-2 DEMOTION OF MEMBERSHIP STATUS FROM FULL TO PROVISIONAL

The Board of Directors may demote a member from Full Member status to Provisional member status for:

- a. Non-payment of financial obligations to the corporation that are more than 120 days overdue; or
- b. Failure to comply with these bylaws or rules of the airport when the Member has come into compliance prior to the Board meeting where the matter was to be considered.

2.5-3 TERMINATION OF MEMBERSHIP

After following the procedures set forth herein, the Board of Directors may terminate a membership for:

- a. Non-payment of financial obligations to the corporation that are more than 180 days overdue; or
- b. Failure to comply with these bylaws or rules of the airport; or
- c. Actions contrary to the welfare of the airport; or
- d. Violation of terms of the Hangar leases; or
- e. Repeated violations of FAA regulations and/or failure to operate planes in a safe and prudent manner ; or
- f. Having been found by a court of law to be in violation of local, state or federal laws while on airport property; or
- g. Having been found by a court of law to be in violation of local, state or federal laws while off airport property that are of such a nature as would create a concern for flight safety.

2.5-4 NOTICE TO MEMBERS AND HEARING ON TERMINATION OR DEMOTION

The member in question will be sent a statement of the concerns or alleged grounds for termination or demotion via registered mail. The member in question must appear at a Board meeting to discuss the alleged grounds for termination or demotion. The member will be given notification of the Board Meeting at which they must appear via registered mail at least ten (10) days prior to the Board meeting. The date of such meeting may be changed at the formal request, in writing, by the member in question only by agreement of the President and Secretary of the Board. Failure of the member to appear before the Board would result in automatic termination of membership, unless an unexpected dire emergency can be demonstrated. The member has the right to legal representation and the presentation of witnesses at the board meeting. At the conclusion of the board meeting, all Board members, who are not disqualified under Article VIII, shall deliberate in closed session.

2.5-5 DECISION TO TERMINATE OR DEMOTE MEMBERSHIP STATUS

The decision to terminate or demote membership must be made by

- a] a two-thirds [2/3] majority of the Board members, who are not disqualified under Article VIII, if the decision is made with the agreement of the President, or
- b] by a three-quarters [3/4] majority of the Board members, who are not disqualified under Article VIII, if the decision is made without the approval of the President.

2.5-6 NOTICE OF TERMINATION OR DEMOTION OF MEMBERSHIP

If membership is terminated or demoted, the person in question shall be informed by a notarized statement sent by registered mail that their membership has been terminated or demoted.

2.5-7 EFFECT OF TERMINATION OF MEMBERSHIP

Individuals whose membership has been terminated must remove all property other than a hangar from the airport premises within two months of termination and hangars must be sold or removed pursuant to Section 2.4-8(g). Unless voted otherwise by the Board, a person whose membership is terminated is “persona non grata” at the airport, is banned from flying in and out of Shiflet Field other than to remove their aircraft or for an emergency situation. The remainder of their annual fee for the year within which they were terminated, if paid, shall be returned pro rated on a daily basis and presence at the airport outside of these limitations will result in legal action for trespassing and a restraining order sought. A member whose membership has been terminated would still be liable to the corporation for assessments, rents or fees as a result of obligations incurred or commitments made by the member prior to termination. Any proceeding challenging an expulsion, suspension, or termination shall be commenced within one year of the date that the member receives notice of termination.

2.6 DISPUTE RESOLUTION

If a dispute arises between a member and the corporation as a result of a termination or demotion of membership status or regarding any interpretation of these Bylaws, the corporation’s Rules or any other matter pertaining to the Airport, the member agrees first to try in good faith to settle the dispute by mediation conducted and in accordance with the procedures set out in the Rules of the North Carolina Supreme Court Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is not successful, then the matter shall be submitted to binding Arbitration in accordance with the procedures set out in the North Carolina Arbitration Act, as may be amended from time to time, before resorting to litigation.

ARTICLE III
BOARD OF DIRECTORS

3.1 NAME AND POWERS

The Board of Directors of this Corporation shall be known as the Board of Directors of Marion Airport Commission, Inc. (herein “the Board” or “this Board”).

3.2 NUMBERS AND QUALIFICATIONS

3.2-1 NUMBER

This Board shall consist of eleven (11) Directors and shall be elected by and from the Full Members as set forth below. In case of multiple ownership of planes and/or hangars, only one part owner in any partnership of multiple ownership of planes and/or hangars may be eligible to serve as a director in one year, provided that person is a Full member. Officers of the corporation may also be elected as a director by the membership. If a director has also been elected an officer, then their vote on the Board of Directors is as an elected director and not as an officer. While an officer of the corporation may attend Board meetings, officers are not counted in quorum and do not have a vote unless also elected a director.

3.2-2 QUALIFICATIONS

Directors shall be nominated and selected for their ability to participate effectively in fulfilling their Board responsibilities, be at least twenty-one years of age, and must be Full members of the corporation. No appointment shall exceed the term limits defined in paragraph 3.3-2 of these Bylaws. In case of multiple ownership of planes and/or hangars, only one part owner in any partnership of multiple ownership of planes and/or hangars may be eligible to serve as a director in one year, provided that person is a Full member.

3.3 ELECTION OF DIRECTORS AND TENURE

3.3-1 ELECTION OF DIRECTORS

The Directors shall be elected from the Full members of the corporation at the annual meeting of Members, and those persons who receive the highest number of the votes cast shall be deemed to have been elected.

3.3-2 TERMS OF OFFICE AND TENURE

A Director’s terms of office shall be for a period of three (3) years. Director’s terms shall begin at the end of the Member’s meeting at which they are directed and shall expire at the end of the Member’s meeting three years later during which directors are elected. Directors may be elected to two (2) additional three (3) year terms provided that the total consecutive years served or to be served as a Director will not exceed

nine (9) consecutive years. When computing the maximum successive years that may be served as a Director, a partial term which a member may have completed under paragraph 3.3-6 prior to election for a full term shall not be included in the computation. After serving three consecutive three year terms (or nine (9) consecutive years), Directors must rotate off this Board but may be eligible for election after having been off this Board for a period of at least one (1) year.

3.3-3 ATTENDANCE AT MEETINGS

During every calendar year, Directors are required to attend at least three quarters (3/4) of the regular meetings of this Board to which they have been appointed. In computing this number, excused absences shall not be counted. Absence at a meeting is excused if Chairperson of this Board agrees to excuse the absence prior to the meeting.

3.3-4 RESIGNATION

Any Director may resign at any time by giving written notice to the Chairperson and their resignation shall take effect on the date made or at any later time if specified.

3.3-5 REMOVAL

3.3-5.1 REMOVAL DUE TO EXCESSIVE ABSENCES

A Director who fails to satisfy the attendance requirements in paragraph 3.3-3 shall be automatically removed from this Board after written notice of the excessive absences of by the Chairperson of this Board, unless within 10 days of receipt of such notice the Director asks the Board to excuse some or all of the unexcused absences and the Board votes to excuse a sufficient number of absences to satisfy the attendance requirements.

3.3-5.2 REMOVAL BY NOTICE AND BOARD OR MEMBER ACTION

Any Director may be removed at any time for any reason with or without cause by the affirmative vote of 2/3 (two thirds) of the members of this Board, who are not disqualified by conflict under Article VIII, provided that such action is taken at any regular meeting or any special meeting of this Board and the Director has been given at least ten days written notice of the action being considered.

3.3-5.3 REMOVAL BY NOTICE AND MEMBER ACTION

Any Director may be removed at any time with or without cause by a vote of the members at a duly called and noticed meeting of the Members if the notice of the meeting states that one of the purposes of the meeting is to vote regarding the removal of the director and if the number of votes cast to remove such director exceeds the number of votes cast not to remove him.

3.3-6 VACANCIES

Vacancies in directorships due to death, removal, or resignation or due to an increase in the authorized number of Directors shall be filled by this Board, even if the number of Directors so remaining on this Board is less than a quorum but the new director shall have to stand for election by the full membership at the next meeting of the members. Any Director appointed by the Board to a vacancy shall hold office for the unexpired portion of the term or the designated term if due to Board expansion, or the until the next meeting of the membership, whichever is sooner.

3.3-7 COMPENSATION

The Board of Directors shall not be compensated for their services as directors but may be reimbursed for any or all expenses incurred by them in connection with such services.

3.3-8 EXPRESS POWERS OF THE BOARD OF DIRECTORS

In addition to the statutory powers of a Board of Directors in directing and managing the affairs of a corporation, the Board of Directors shall have express the power and authority to make, update or amend without member action the rules regulating the use of the airport property and facilities, hangar leases, and the extension of credit to the purchase of fuel and the collection of accounts. The Board of Directors may supervise the placement, site, erection, maintenance, abandonment, and removal of any structures on property owned by or leased to the airport. The Board of Directors may also by resolution appoint some person or persons to serve as airport manager and to exercise such authority on behalf of the corporation as may be delegated in such resolution.

3.4 MEETINGS OF DIRECTORS OR BOARD COMMITTEES

3.4-1 ANNUAL MEETING OF THE DIRECTORS

The Annual Meeting of the Board of Directors shall be called by the Chairperson of the Board of Directors and may occur following the Annual meeting of the membership or at another time during the Spring quarter of the fiscal year.

3.4-2 REGULAR MEETINGS

The Board shall meet at least four (4) times a year provided that this Board shall go no more than five calendar months without meeting.

3.4-3 SPECIAL OR EMERGENCY MEETINGS OF THE BOARD

3.4-3.1 SPECIAL MEETINGS

Special meetings of this Board or any Board Committee may be called by, or at the direction of, the Chairperson of the Board or Committee or upon written request by

two-thirds (2/3) of the Directors or Committee members in office. No business shall be conducted at a special meeting other than that stated in the notice of the meeting, unless there is unanimous written consent of all seated Board or Committee members to both waive of notice and to consent to the action taken.

3.4-3.1 EMERGENCY MEETINGS

In the case of an emergency meeting that must be called because of unexpected circumstances that require immediate consideration, Directors shall be given notice of the time, place and circumstances giving rise to the need for the emergency meeting by electronic communication, by hand delivery, by facsimile, by telephone, or by any other means possible as soon as the need for the meeting is known. Emergency meetings of the Board may be called by, or at the direction of, the Chairperson, the President or upon written request by one-half (1/2) of the Directors then in office. Emergency meetings of a Committee may be called by, or at the direction of the Chairperson of the Committee. Only business connected with the emergency may be considered at an emergency meeting, unless there is unanimous written consent of all seated Board members to waive notice and to consent to the action taken.

3.4-4 PLACE AND TIME

All meetings of the Board or Committees shall be held at the principal office of the Corporation or at such other place within or without McDowell County as the meeting may be noticed.

3.4-5 NOTICE

Notice of the time and place of any meeting of the Board or Committee shall be given to each Director or Committee member by mail, by electronic communication, by hand delivery, by facsimile, by telephone, or by any other reasonable form of communication requested by the Director or Committee member not less than 24 hours before such meeting. Notice of the postponement of any scheduled regular meeting shall be given to each Director or Committee member by mail, by electronic communication, by hand delivery, by facsimile, by telephone, or by any other reasonable form of communication requested by the Director or Committee member as soon as possible before the scheduled meeting. In the case of a special meeting, or when required by law or by these Bylaws, the notice shall also state the purpose for which the meeting is called. In the case of an emergency meeting, Directors or Committee members shall be given notice of the time, place and circumstances giving rise to the need for the emergency meeting by electronic communication, by hand delivery, by facsimile, by telephone, or by any other means possible as soon as the need for the meeting is known.

If a notice is e-mailed, the notice shall be deemed to be delivered when sent with no rejection. The date/time stamp of the sender's e-mail will be used to document the delivery date even if the e-mail is not received or read by the member. It is the member's responsibility to ensure that his or her e-mail system does not block or discard e-mail sent

by the corporation. If a notice sent by e-mail is rejected by the member's e-mail system, the secretary will send the notice by postal mail.

3.4-6 QUORUM, NO PROXIES BUT TELEPHONE ATTENDANCE ALLOWED

A majority of the Directors or Committee members then in office shall constitute a quorum for the transaction of business at any meeting. Directors or Committee members who have a conflict of interest and can not vote on a matter shall not be counted in determining quorum for a vote on that matter but may be counted in determining quorum for the meeting. Directors or Committee members may be counted present at a meeting if they attend by means of a conference telephone or similar communications device that allows all persons participating in the meeting to simultaneously hear each other during the meeting. Voting by proxy for the Board of Directors shall not be permitted. In no event may a quorum for a Board meeting consist of fewer than five (5) directors.

Any one (1) or more directors or members of a committee may participate in a meeting of the Board of Directors or committee by means of a conference telephone or similar communications device that allows all persons participating in the meeting to simultaneously hear each other during the meeting, and such participation in a meeting shall be deemed presence in person at such meeting.

3.4-7 VOTING, PRESUMPTION OF ASSENT AND RIGHT TO DISSENT

Each Director or Committee members shall be entitled to one vote on any matter unless the Director or Committee member is disqualified under Article VIII, in which case they shall recuse themselves from the vote on that matter. A Director or Committee member, who is not disqualified under Article VIII and who is present at a meeting of this Board at which action on any matter is taken, shall be presumed to have assented to the action taken unless that Director's or Committee member's dissent is recorded or otherwise entered in the minutes of the meeting. A Director or Committee member, who is disqualified under Article VIII or recuses, himself shall not be counted in determining quorum for the vote on that matter and shall not be treated as either a dissenting or assenting vote on that matter. A right to dissent shall not apply to a Director or Committee member who voted in favor of any action during the same meeting. If the Director's or Committee member's dissent is not entered into the minutes of the meeting, the Director or Committee member shall deliver a written statement of dissent to the Secretary of the Corporation to be attached to and incorporated into the minutes within 48 hours after the adjournment of the meeting.

3.4-8 MANNER OF ACTING

Unless otherwise required by law, the Articles of Incorporation or these Bylaws, the act of a majority of the Directors or committee members then in office and not disqualified under Article VIII who are present at a meeting at which there is quorum shall be the action of this Board.

3.4-9 WRITTEN CONSENT TO ACTION

Any action required or permitted to be taken by this Board or a Board Committee under any provision of law, the Articles of Incorporation, or these Bylaws may be taken without a meeting if written consent to the action being taken is signed by all of the then seated Directors or Committee members, who are not disqualified under Article VIII. The written consent to action shall document the number of seated Directors or Committee members, shall identify any Directors or Committee members disqualified under Article VIII, describe the action taken, and be filed with the minutes of the proceedings of the Board or Committee. Such action by written consent shall have the same force and effect as a unanimous vote of the Directors or Committee members then seated and not disqualified as if the action was taken at a meeting. Any certificate or other document relating to the action taken by consent shall state that the action was taken without a meeting and that these Bylaws authorized the Directors or Committee members to so act.

ARTICLE IV
BOARD COMMITTEES

4.1 COMMITTEES

This Board, by resolution adopted by a majority of the Directors, may create Board Committees who serve at the pleasure of the board. Such a committee shall have and may exercise the powers described within the resolution except that a committee shall not:

1. Authorize distributions;
2. Elect, appoint or remove directors, or fill vacancies on the Board of Directors or on any of its committees or demote or terminate members; or
3. Adopt, amend, or repeal the articles of incorporation or bylaws.

The resolution or charter creating any such committee shall designate the composition of the committee which may include persons not currently serving as a Director, the term of membership on the committee, whether any committee members are to be non-voting, the process to select the Chairperson of the committee, the functions and purpose of the committee, the duration of the work of the committee, and delineate any authority that the committee shall have to take action without prior Board approval. Each committee created pursuant to this section shall be deemed to be dissolved upon the completion of its specified task unless the resolution or charter authorizing the committee sets a specific date for dissolution of the committee. Any Committee member may resign at any time by giving written notice to the Committee Chairperson.

A resignation from this Board shall constitute a resignation from any Board Committee. Such written or oral resignation shall take effect on the date of made or at any later time specified in a written notice of resignation.

ARTICLE V
OFFICERS OF THE BOARD

5.1 **OFFICERS OF THE BOARD**

The officers of this Board shall be a Chairperson, Vice-Chairperson, and a Secretary. The same individual may simultaneously hold more than one office in a corporation, but no individual may act in more than one capacity where action of two or more officers is required. Officers of the Board of Directors shall not be compensated for their services as Officers of the Board but may be reimbursed for any or all expenses incurred by them in connection with such services.

5.2 **ELECTION AND TENURE**

All officers of this Board shall be elected by this Board from the seated Board members and each shall hold office for a one year term or until a successor is elected. No officers of this Board may serve more than three (3) consecutive years in the same office.

5.3 **RESIGNATION, REMOVAL OR VACANCIES**

Any Officer of this Board may resign at any time by giving written notice to the Chairperson or the Secretary. Such resignation shall take effect on the date of receipt or at any later time specified. A vacancy in any office may be filled by this Board for the unexpired portion of the term.

5.4 **DUTIES OF OFFICERS OF THE BOARD**

5.4-1 **CHAIRPERSON OF THE BOARD**

The Chairperson of the Board shall preside at all meetings of the Board but shall not vote unless there is a tie. Unless otherwise specified, the Chairperson shall be an *ex officio* voting member of all Board Committees. The Chairperson of the Board has the authority to sign all Board documents on behalf of the Board.

5.4-2 **VICE-CHAIRPERSON OF THE BOARD**

The Vice-Chairperson of the Board shall perform such duties as may be assigned by the Board or by the Chairperson of the Board. In the absence of the Chairperson or in the event of disability, inability or refusal to act, the Vice-Chairperson shall perform the duties of the Chairperson with the full power of, and subject to the restrictions on, the Chairperson.

5.4-3 SECRETARY OF THE BOARD

The Secretary of the Board shall provide for the keeping of minutes of all meetings of the Board, shall keep the membership list for the corporation, shall send notices of all membership meetings and shall assure that minutes are filed with the records of the Corporation and appropriate information transmitted to the Secretary of the Corporation. The Secretary of the Board shall give or cause to be given appropriate notices in accordance with these Bylaws or as required by law. The Secretary shall perform all duties incident to the office and such other duties as may be assigned from time to time by the Chairperson of the Board.

ARTICLE VI **OFFICERS OF THE CORPORATION**

6.1 OFFICERS OF THE CORPORATION

The Officers of the corporation shall be a President, Vice-President, Secretary and Treasurer, and such other officers as the members may elect at annually from the Full membership of the corporation. An Officer of the corporation may be a seated or nominated Director. The Secretary and Treasurer may be the same person,.

6.2 ELECTION AND TENURE

All officers of the Corporation shall be elected annually by the membership from among the membership at the Annual meeting.

6.3 COMPENSATION OF OFFICERS and BONDS

The Officers of the Corporation shall not be compensated for their services as Officers of the Corporations but may be reimbursed for any or all expenses incurred by them in connection with such services. The Board of Directors may require any officer of the corporation to give bond to the corporation, with sufficient sureties, conditioned on the faithful performance of the duties of his respective office or position, and to comply with such other conditions as may from time to time be required by the Board of Directors

6.4 RESIGNATION AND REMOVAL

Any officer of the Corporation may resign at any time by giving written notice to the Chairperson of the Board. Such resignation shall take effect on the date of receipt or at any later time specified. If a resignation is made effective at a later date and the corporation accepts the future effective date, its Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provided that the successor does not take office until the effective date.

6.5 DUTIES OF THE PRESIDENT OF THE CORPORATION

The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the members. The President shall sign, with the Secretary or any other proper officer of the corporation any leases, contracts, bonds, or other instruments which the Board of Directors has authorized to be executed; and in general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

6.6 DUTIES OF THE VICE-PRESIDENT OF THE CORPORATION

In the absence of the President or in the event of the President's 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. The Vice President shall perform such other duties as from time to time may be prescribed by the President or Board of Directors.

6.7 DUTIES OF THE SECRETARY OF THE CORPORATION

The Secretary of the Corporation shall act as, or oversee, the custodian of all corporate records and reports and of the corporate seal, and shall assure that the Corporate Seal is affixed, when required by laws, to documents executed on behalf of the Corporation. The Secretary shall perform all duties incident to the office and such other duties as may be assigned from time to time by the President or the Chairperson of the Board.

6.8 TREASURER OF THE CORPORATION

The Treasurer shall perform all duties incident to the office and such other duties as may be assigned from time to time by the President or the Chairperson of the Board.

ARTICLE VII
CONTRACTS, LOANS, CHECKS, DEPOSITS, AND CORPORATE RECORDS

7.1 CONTRACTS

This Board may authorize any officer of the Board or of the Corporation or expressly authorized agents to enter into any contract or execute and deliver any instrument in the

name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

7.2 LOANS

No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in the Corporation's name unless authorized by a resolution of the Board and such authority may be general or confined to specific instances.

7.3 CHECKS AND DRAFTS

All checks, drafts, or other orders for the payment of money issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of this Board.

7.4 DEPOSITS

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as this Board may select unless selection by another organization or person is authorized by a resolution of the Board and such authority may be general or confined to specific instances.

7.5 CORPORATE RECORDS

- a. The corporation shall keep as permanent records minutes of all meetings of its members and Board of Directors and committees, a record of all actions taken by the members or directors without a meeting pursuant to G.S. 55A, and a record of all actions taken by committees of the Board of Directors in place of the Board of Directors on behalf of the corporation.
- b. The corporation shall maintain appropriate accounting records.
- c. The corporation or its agent shall maintain a record of its members, in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by membership status, showing the number of votes each member is entitled to cast.
- d. The corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
- e. The corporation shall keep a copy of the following records at its principal office:
 - (1) Its articles of incorporation;
 - (2) Its bylaws and all amendments to them currently in effect;
 - (3) Resolutions adopted by its members or Board of Directors relating to the number or classification of directors or to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
 - (4) The minutes of all membership meetings, and records of all actions taken by the members without a meeting pursuant to G.S. 55A, for the past three years;

- (5) All written communications to members generally within the past three years, and the financial statements, if any, that have been furnished or would have been required to be furnished to a member upon demand under G.S. 55A during the past three years;
- (6) A list of the names and business or home addresses of its current directors and officers.

ARTICLE VIII
GENERAL PROVISIONS

8.1 **CONFLICT OF INTEREST TRANSACTIONS**

8.1-1 **DEFINITION**

A “conflict of interest transaction” means any transaction in which a member, Director, Committee member, or Officer of the Board or Corporation has a direct or indirect interest. There will be deemed to be a direct interest in a transaction if the person or a member of that person’s immediate family has either a material financial interest in the transaction or a relationship with the other parties to the transaction that might reasonably be expected to affect his or her judgment. There will be deemed to be an indirect interest in a transaction if either (i) another entity in which the person has a material financial interest or in which the person is a general partner is a party to the transaction, or (ii) another entity of which the person is also a member, director, officer or Director is a party to the transaction and the transaction is of sufficient importance that it should be considered by this Board or a Committee of this Board.

8.1-2 **DUTY TO DISCLOSE CONFLICTS OF INTEREST**

Any member, Director, officer, committee member or employee department head having a conflict of interest in a contract or the transaction presented to this Board or a Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his/her interest to the Board or Board Committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts, known to such person, about the contract or transaction that might reasonably be construed to be adverse to the Corporation's interest.

8.1-3 **RECUSAL**

A member, Director, Committee member, Officer of the Board or Corporation or employee department head who has a direct or indirect interest in any transaction presented to this Board or a Board Committee shall disclose his or her interest and shall absent himself or herself from all discussion of and any vote upon such matter.

8.2 PROCESS FOR PROCEEDING WITH A TRANSACTION WHERE A PERSON HAS A CONFLICT OF INTEREST

8.2-1 AUTHORIZATION PROCESS

A conflict of interest transaction must be authorized, approved or ratified by the affirmative vote of a majority of the Directors or Committee member's who have no direct or indirect interest in the transaction and to whom the material facts of the transaction and of any person's interest in the transaction were disclosed or known. If a majority of the members who have no direct or indirect interest in the transaction vote to authorize, approve or ratify the transaction, a quorum is present for the purpose of taking such action.

8.2-2 EFFECT OF ACTION

A conflict of interest transaction is not voidable by this Board solely because of a Member, Director, Committee member, Officer of the Board or Corporation, or employee department head's interest in the transaction (i) if the material facts of the transaction and the member's interest were disclosed or known to this Board or Board Committee and this Board or the Board Committee authorized, approved or ratified the transaction, and (ii) if the transaction was fair to the Corporation or this Board.

8.3 INDEMNIFICATION AND IMMUNITY FROM CIVIL LIABILITY

The Corporation shall indemnify to the fullest extent allowed under NC Gen Stat 55A-8-50, *et seq.*, an individual made a party to a proceeding because the individual is or was a Director, Board Officers, Board Committee Members, Corporate Officers to the fullest extent permitted by law. Directors and Officers of the Corporation shall be immune from civil liability for monetary damages arising out of their service as such to the fullest extent authorized by law, including but not limited to that immunity authorized by N.C. Gen. Stat. §§ 1-539.10, 55A-2-02(b)(4), and 55A-8-60, or any successor provisions of law.

8.4 FISCAL YEAR

The fiscal year of the Corporation shall be set by the Board.

8.5 CORPORATE SEAL

The corporate seal to be used in authenticating documents shall consist of two concentric circles with the name of the Corporation printed within the two circles.

8.6 PROCEDURE

Except as otherwise directed by the Board of Directors, or by a majority of the members voting at a meeting of the membership, the conduct of all meetings of the membership and of the Board of Directors shall be governed by "Robert's Rules of Order".

8.7 CONSTRUCTION OF TERMS AND HEADINGS

Words used in these Bylaws shall be read as the masculine or feminine gender and as the singular or plural, as the context requires. The captions or headings in these Bylaws are for convenience only and are not intended to limit or define the scope or effect of any provision of these Bylaws. Unless stated as applying to “Full members” or “Provisional members” in these by-laws, the use of the term “members” shall include both Full and Provisional members.

8.8 TRANSMITTAL OF REPORTS

Reports and other information that these Bylaws require to be transmitted to this Board shall be deemed so transmitted when delivered, unless otherwise specified, to the Board Chairperson, the Committee Chairperson or President.

8.9 WAIVER OF NOTICE

Whenever any notice is required to be given to any Director or other person under the provisions of these Bylaws, the Articles of Incorporation, or by applicable law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time such notice is due, shall be equivalent to the giving of such notice.

ARTICLE IX
OPERATIONS

9.1 INUREMENT

No part of the net income of the Corporation shall inure to the benefit of or be distributable to the Corporation’s Members, Directors, Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments or distributions in furtherance of the purposes and objects set forth in Article I of these Bylaws and in the Articles of Incorporation of the Corporation.

9.2 PERMITTED ACTIVITIES

Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income taxation described in Section 501(c)(3) of the Code.

9.3 PROCEDURE TO AMEND BYLAWS


These by-laws may be amended or repealed and new by-laws may be adopted by the affirmative vote of 2/3 the members of the corporation present at any regular or special

meeting of the membership, provided a notice of the proposed amendment has been mailed or delivered to each member with the notice of the meeting at which it is to be considered.

SECRETARY'S CERTIFICATE OF ADOPTION

THIS IS TO CERTIFY THAT the foregoing Bylaws of the Marion Airport Commission, Inc. has been duly adopted by a unanimous vote of the members of said Corporation at the Annual Meeting held on May 24, 2012.

IN WITNESS WHEREOF, the undersigned, duly and acting Secretary of the Corporation, has signed this Certificate and affixed the seal of the Corporation on May 24, 2012.



SECRETARY of Marion Airport
Commission, Inc.

Corporate seal

