

**OPERATING AGREEMENT  
OF  
AviaGlobal Group, LLC**

**ARTICLE I  
OFFICES**

1. **PRINCIPAL OFFICE.** The organization shall maintain a principal office in Maricopa County, Arizona.

2. **OTHER OFFICES.** The organization may also maintain offices at such other place or places, either within or without the State of Arizona, as may be designated from time to time by the members, and the business of the organization may be transacted at such other offices with the same effect as that conducted at the principal office.

**ARTICLE II  
MEMBERS**

1. **MEMBERS' MEETINGS.** All meetings of members shall be held at such place as may be fixed from time to time by the members, or in the absence of direction by the members, by the management of the organization, either within or without the State of Arizona, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

2. **ANNUAL MEETINGS.** Annual meetings of members shall be held on the first Tuesday of the second month following the organization's year end, beginning at 10:00 a.m. If the day for the annual meeting is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday. At the annual meeting, members shall transact business as may properly be brought before the meeting.

3. **NOTICE OF ANNUAL MEETING.** Written notice of the annual meeting stating the place, date, and hour of the meeting shall be given to each member of record entitled to vote at such meeting not less than ten (10) nor more than fifty (50) days before the date of the meeting. Members entitled to vote at the meeting shall be determined as of four (4) o'clock in the afternoon on the day before notice of the meeting is sent.

4. **LIST OF MEMBERS.** The manager who has charge of the member listing of the organization shall prepare and make, at least (10) days before every meeting of members, a complete list of the members entitled to vote at the meeting, arranged in alphabetical order, and showing the address and the ownership of each member. Such list shall be open to the examination of any member, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any member present.

5. SPECIAL MEETINGS OF MEMBERS. Special meetings of the members, for any purpose or purposes, unless otherwise proscribed by statute or by the articles of organization, may be called by the manager and shall be called by the manager at the request in writing of a majority of the members, or at the request in writing of members owning a majority of the entire members capital of the organization, Such request shall state the purpose or purposes of the proposed meeting.

6. NOTICE OF SPECIAL MEETINGS. Written notice of a special meeting stating the place, date, and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) nor more than fifty (50) days before the date of the meeting to each member of record entitled to vote at such meeting. Business transacted at any special meeting of members shall be limited to the purposes stated in the notice. Members entitled to vote at the meeting shall be determined as of four (4) o'clock in the afternoon on the day before notice of the meeting is sent.

7. QUORUM AND ADJOURNMENT. The holders of a majority of the ownership entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business except as otherwise provided by statute. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting to another time or place, without notice other than announcement at the meeting at which adjournment is taken, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the meeting.

8. MAJORITY REQUIRED. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power present, whether in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes a different vote is required, in which case such express provision shall govern and control the decision of such question

11. WAIVER OF NOTICE. Attendance of a member at a meeting shall constitute waiver of notice of such meeting, except when such attendance at the meeting is for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any member may waive notice of any annual or special meeting of members by executing a written notice of waiver either before or after the time of the meeting.

12. OWNERSHIP TRANSFER RESTRICTION. No member shall have the right or power to transfer, pledge, sell or otherwise dispose of any of the ownership of the organization, and unless such transfer be accomplished by right of inheritance or by operation of law, no transfer, pledge, sale, or other disposition thereof shall be valid and effective until the ownership proposed to be transferred are first offered for sale to the organization and other members as follows:

(a) The selling member shall give written notice to the organization that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser. This offer shall be complete in all details. The purchase price and terms of payment shall be included. The selling member shall certify that the offer is genuine and in all respects what it purports to be.

(b) For thirty (30) days after receipt of the written notice from the selling member the organization shall have the option to purchase the interest, or any part thereof, at the price and on the terms contained in the offer submitted by the selling members.

(c) If the organization does not exercise the option, the organization shall send a copy of the selling members written notice to all other members, who shall have twenty (20) days after the giving of such notice to purchase the unpurchased interest in ratios equal to the ratios of interest owned among the remaining members at the time of the organization's receipt of notice of intended sale.

(d) If a member fails to exercise his option to purchase additional interest as provided herein the remaining members who have exercised their options may within ten (10) days after the expiration of the 20-day option period provided for herein, purchase the interest refused by the other remaining member. Again, the exercise of this secondary option shall be in ratios equal to the ratios of interest owned among such remaining members at the time of the organization's receipt of the notice of intended sale; provided, however all such remaining members may by agreement among themselves determine ratios in which some or all of their number may exercise this secondary option.

(e) The organization and the remaining members must in the aggregate exercise their options in such manner as to purchase all of the interest purposed to be transferred or forfeit their options. If the organization and remaining members fail to acquire all of the interest offered within the required periods, the selling members shall be free to sell his interest to the person for the price, and on the terms contained in the offer submitted by the member. If such sale is not consummated within sixty (60) days thereafter, the member must then again give the required notices of sale and follow the procedures imposed by subparagraphs (a) through (d) of this Section.

### ARTICLE III MANAGERS

1. NUMBER. The members shall determine the number of managers. The directors shall be elected at the annual meeting of the members, except as provided in Section 2 of this article, and each manager elected shall hold office until his or her successor is elected and qualified.

2. VACANCIES. Vacancies and newly created managers resulting from any increase in the authorized number of managers may be filled by the affirmative vote of a majority of the remaining managers then in office, though not less than a quorum or by a sole remaining members, and the members so chosen shall hold office until the next annual election and until their successor are duly elected and qualified, unless sooner displaced. If there are no managers in office, then an election of managers may be held in the manner provided by statute.

3. POWERS. The business and affairs of the organization shall be managed by its members, which may exercise all such powers of the organization and do all such lawful acts as are not by statute, the articles of organization, or these operating agreement required to be exercised or done by the members.

4. PLACE OF MEETINGS. The members of the organization may hold meetings, both regular and special, either within or without the state of Arizona.

5. ANNUAL MEETINGS. The first meeting of each newly elected members shall be held immediately following the annual meeting of members and in the same place as the annual meeting of members, and no notice to the newly elected managers of such meeting shall be necessary in order to legally hold the meeting, providing a quorum shall be present. In the event such meeting is not held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the members, or as shall be specified in a written waiver by all of the managers.

6. REGULAR MEETINGS. Regular meetings of the members may be held without notice at such time and at such place as shall from time to time be determined by the board.

7. QUORUM. A majority of the membership of the members shall constitute a quorum and the concurrence of a majority of those present shall be sufficient to conduct the business of the board, except as may be otherwise specifically provided by statute. If a quorum shall not be present at any meeting of the members, the manager then present may adjourn the meeting to another time or place, without notice other than announcement at the meeting, until a quorum shall be present.

8. ACTION WITHOUT MEETING. Any action required or permitted to be taken at any meeting of the members or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the manager or



committee.

9. COMPENSATION. The directors may be paid their expenses, if any, of attendance at each meeting of the members and may be paid a fixed sum for attendance at each meeting of the members or a stated salary as manager. No such payment shall preclude any director from serving the organization in any other capacity and receiving compensation therefore. Members of special or standing committees may be allowed like compensation for attending committee meetings. The amount or rate of such compensation of members of the members or of committees shall be established by the members and shall be set forth in the minutes of the managers.

10. WAIVER OF NOTICE. Attendance of a manager at a meeting shall constitute waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any manager may waive notice of any annual, regular, or special meeting of manager by executing a written notice of waiver either before or after the time of the meeting.

#### ARTICLE IV CAPITAL

1. MEMBER CONTRIBUTIONS. Members may contribute cash, property, the use of property, services rendered, or any other valuable consideration, or an enforceable promise to make such contributions, in exchange for a membership interest. A member's promise to make a capital contribution will be set out in writing and signed by that member.

2. LIABILITY FOR CONTRIBUTIONS. Members are liable for promises to make a capital contribution if set out in writing. Enforceable promises to perform services shall require a cash contribution if the member is unable to perform the services for any reason. An enforceable promise can be waived or compromised with unanimous consent of the members'. A creditor of the LLC can not require a member to make a capital contribution unless the LLC assigns the member's obligation to that creditor. The member shall be liable for any legal costs incurred by the LLC in enforcing this provision.

3. DISTRIBUTIONS. Distributions shall be determined by the managers and shall be allocated on a prorated basis as determined by the members' cash capital contributions until these contributions are repaid and then prorate among the members based on their capital accounts.

4. RIGHT TO DISTRIBUTIONS. Distributions shall be determined when a majority of the managers of the organization authorize such distribution.

5. ALLOCATION OF PROFITS AND LOSSES. Profits and losses shall be allocated on a prorata basis as determined by the members average capital balance throughout the year.

ARTICLE V  
DISSOLUTION AND TERMINATION

1. DISSOLUTION. The organization will terminate upon the occurrence of any of the following events:

- (a) by members unanimous written consent
- (b) upon members withdrawal

2. DISTRIBUTION OF ASSETS UPON DISSOLUTION. After dissolution the LLC's assets shall be distributed to creditors first, including members who are creditors, to members and former members in satisfaction of distribution liabilities, and finally allocated among the members on a prorata basis determined by their capital balance.

ARTICLE VI  
REPEAL, ALTERATION OR AMENDMENT

This operating agreement may be repealed, altered, or amended, or substitute Operating agreement may be adopted at any time only by a majority of the members.

DATED this 20th day of February, 2019

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ATTEST:

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