

**LIMITED LIABILITY COMPANY AGREEMENT
OF
NEW CREST AIRPARK, LLC**

This Limited Liability Company Agreement (the "Agreement") of New Crest Airpark, LLC (the "Company"), effective as of this the 30th day of January 2025 (the "Effective Date"), is entered into by the Company and by Flying Acres Homeowners Association, a Washington nonprofit corporation as the single member of the Company (the "Member" or "HOA").

WHEREAS, the Member is a Washington homeowners association representing lot owners within the survey plat for FLYING ACRES, according to the plat thereof recorded in Volume 92 of Plats, pages 83 through 84, records of King County, Washington; FLYING ACRES DIV #2, according to the plat thereof recorded in Volume 87 of Plats, pages 94 through 96, records of King County, Washington; FLYING ACRES DIV #3, according to the plat thereof recorded in Volume 98 of Plats, pages 99 through 100, records of King County, Washington; and FLYING ACRES DIV #4, according to the plat thereof recorded in Volume 99 of Plats, pages 22 through 23, records of King County, Washington (Flying Acres Division 1, 2, 3 and 4 shall be referred to collectively herein, as "Flying Acres"), plus the accession of certain lots located immediately adjacent to Flying Acres, who have consented to becoming a member of the homeowners association.

WHEREAS, the Company was formed as a limited liability company on March 6, 2024, by the filing of a certificate of formation (the "Certificate of Formation") with the Secretary of State of the State of Washington (the "Secretary of State") pursuant to and in accordance with the Washington Limited Liability Company Act (RCW 25.15.006 et seq.), as amended from time to time (the "Act"); and

WHEREAS, the Member and the Company agree that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member and the Company agree as follows:

1. **Name.** The name of the Company shall be New Crest Airpark, LLC.
2. **Purpose.** The purpose of the Company is to own, operate, and manage a private airfield commonly known as the Norman Grier Field (FAA Designation S36) (the "Airfield"), located adjacent to Flying Acres at 29300 179th Place SE, Kent, WA 98042, and to engage in any lawful business or activity for which limited liability companies may be formed under the Act and to engage in any and all necessary or incidental activities.
3. **Powers.** The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the Act.
4. **Principal Office.** The location of the principal office of the Company shall be 17627 SE 292nd Pl., Kent, WA 98042 or such other location as designated in the Certificate of Formation.

5. **Registered Agent.** The registered agent of the Company for service of process in the State of Washington shall be Jeff Miller, 17621 SE 299th Pl., Kent, WA 98042. In the event of a change in the designated registered agent, the Member shall promptly file a statement of change with the Secretary of State in the manner provided by the Act.

6. **Term.** The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 14 below.

7. **Member.**

a. Initial Member. The sole Member of the Company is the Flying Acres Homeowners Association, a Washington nonprofit corporation, whose address is 17627 SE 292nd Pl., Kent, WA 98042, which acts through its duly elected Board of Directors.

b. Additional Member. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have admitted such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, evidencing such additional members' agreement to be bound by the terms hereof and any addenda thereto.

c. No Certificates for Transferable Interests. The Company will not issue certificates to evidence ownership of transferable interests.

d. Initial Capital Contributions. The Member has contributed to the Company, the funds to acquire the Airfield located on the real property, legally described as set forth on the attached **Exhibit A**. The Member has 100% of the membership interest in the Company. The Member may contribute additional cash or assets to the Company as the Member and the Company may agree. The Member is not required to further capitalize the Company. No person shall have the right to enforce any obligation of the Member to contribute capital to the Company.

e. Meetings of the Member and Actions by Consent. The Member may hold such meetings or act by written consent in its discretion as the Member determines appropriate. There need not be annual or other meetings of the Member. However, the Manager shall report to the Member as requested by the Member from time to time.

f. Member Only Powers. Notwithstanding any other provision of this Agreement, only the Member may: (a) sell, purchase, or encumber any real estate owned by the Company, (b) incur debt, expend funds, or otherwise obligate the Company to a debt, expenditure, or other obligation outside the ordinary course of business, (c) change the purpose of the Company, (d) admit additional members, and (e) amend this Agreement and the Certificate of Formation. In such an event, the Manager is authorized to execute all documents relating to (a) and (b) above after the Member approves the same in writing.

g. Limitation of Liability. The Member's liability shall be limited to the maximum amount possible as set forth in the Act, this Agreement, and applicable law. The Member shall not be personally liable for any debts or losses of the Company.

h. Member Rights. The Member may exercise its rights pursuant to the Act. In so doing, the Member shall exercise its rights consistently with the contractual obligation of good faith and fair dealing.

i. No Exclusive Duty. The Member shall not be required to participate in the Company as its sole and exclusive business. The Member may have other business interests and may participate in other organizations or activities in addition to those related to the Company. No Member shall incur liability to the Company or to any other Member by reason of participating in a such other business, investment or activity.

8. **Management.**

a. Manager. The management of the business and affairs of the Company shall be vested in a Board of Managers. The Member hereby appoints the HOA Board of Directors to act as the initial Board of Managers of the Company, of which there shall be at least three members but no more than nine members comprised of members of the HOA Board of Directors. Any reference in this Agreement to the Board of Managers, unless otherwise stated in a duly adopted Resolution of the Board of Directors, is to the HOA Board of Directors. The Board of Managers shall have the power and authority to bind the Company in all transactions and business dealings as set forth in this Section 8, unless otherwise stated herein. No single member of the Board of Managers shall have the authority to bind the Company, unless such authority is granted by the Member to the Manager in a duly adopted Resolution of the Board of Directors.

b. Term. Each member of the Board of Managers shall hold office until the Company becomes bankrupt, is dissolved, or any of the managers of the Board of Managers is removed by the Member acting by and through its Board of Directors. The members of the Board of Managers may change from time to time, as directors resign, are removed or replaced in the manner set forth in the HOA's bylaws; provided, however, once a person ceases to be a member of the HOA Board of Directors, they shall simultaneously cease to be a member of the Board of Managers.

c. Duties. Each member of the Board of Managers owes a duty of care and loyalty to the Member and shall carry out his/her duties in good faith in a manner he/she reasonably believes to be in the best interests of the Company, and with such care as an ordinary prudent person in like position would exercise under similar circumstances. In performing his/her duties for the Company, the Manager shall also abide by the contractual obligation of good faith and fair dealing.

d. Fees, Compensation and Reimbursement. The members of the Board of Managers shall not be entitled to any fee or salary for managing the operations of the Company unless approved by the Member. The members of the Board of Managers shall be reimbursed by the Company for any reasonable out-of-pocket expenses incurred on behalf of the Company so long as such expenses are approved by the Member beforehand.

e. Exculpation. Any act or failure to act, if done in good faith to promote the best interests of the Company, shall not subject any member of the Board of Managers to any liability. Pursuant to Section 9 below, the Company shall indemnify the members of the Board of Managers for all costs, losses, liabilities and damages paid by the Board of Managers in connection with the Company's business, to the fullest extent provided by or allowed by Washington law, but only out of and to the extent of the assets of the Company. In no event shall the Member or the Company be liable to a third party as a result of any indemnification.

9. Liability of Member; Indemnification.

a. Liability of Member. Except as otherwise required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be personally obligated for any such debt, obligation or liability of the Company solely by reason of being or acting as a member of the Company.

b. Indemnification. To the fullest extent permitted under the Act, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions, provided such acts were taken in good faith and consistent with the Act performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this subsection (b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

c. Insurance. The Board of Managers shall cause the Company to purchase and maintain insurance for the Company, for its Member and Board of Managers, including the members of the Board of Managers, members of the HOA Board of Directors, any Company Board appointed committee, including members thereon, and/or on behalf of any third party or parties whom the Member might determine should be entitled to such insurance coverage.

10. Tax Status; Income and Deductions.

a. Tax Status. The Member being the sole member of the Company intends that the Company be treated as a disregarded entity separate from its Member for federal income tax and all applicable state and local income tax purposes, such that income, gain, loss or deduction of the Company shall be taxable to the Member.

b. Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal income tax) shall be treated for federal income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

11. **Distributions.** The Board of Managers may from time to time cause the Company to make distributions to its Member in amounts that the Board of Managers determines are not needed for ordinary and necessary operating expenses of the Company, for payment of Company

obligations, or for establishing reasonable reserves for such expenses and obligations. Distributions to the Member are appropriate given the Member's capitalization of the Company.

12. **Reports.** Within sixty (60) days after the end of the fiscal year, the Manager shall prepare for the Member's review a complete accounting of the affairs of the Company.

13. **Operation.**

a. Board of Managers. The Member by its signature hereunder appoints the HOA Board of Directors as the initial Board of Managers of the Company. Such operations and activities include maintenance and improvement of the Airfield, acquiring appropriate insurance for the Company as set forth above, establishing rental rates and fee schedules, invoicing and collection thereof, including collection practices and policies, maintaining records of the Airfield, establishing Rules and Regulations for the use of the Airfield, drafting documents related to the use of the Airfield, enforcing, amending and adopting the Rules and Regulations of the Airfield and documents related thereto, ensuring compliance with King County and the Federal Aviation Administration, maintaining the Airfield and Airfield amenities, and executing contracts in the normal course of business. The Chairman of the Board of Managers is authorized to sign all contracts in the name of the Company in the ordinary course of business. Exceptions to the Board of Manager's ability to act as the agent for the Company are listed below.

b. Agency. The Board of Managers shall act as the agent of the Company and carry out the duties listed in Section 13.1 above, unless otherwise stated herein. No one member of the Board of Managers shall be authorized to act in the name of the Company, unless otherwise set forth in this Agreement, authorized by the Board of Managers in writing, or the Company's Organizational Minutes. The Chairman of the Board of Managers shall have the authority to act on behalf of the Company, with approval of the Board of Managers and the Member as set forth herein, unless otherwise limited herein. The Member shall be entitled to designate an alternate member of the Board of Managers to act on behalf of the Company in the Chairman's absence.

c. Agency Exceptions. The Board of Manager's ability to act as the agent of the Company is subject to Section 7(f) above, Member Only Powers. In addition, the Member shall approve the insurance for the Company, any capital improvements to the Airfield, the Rules and Regulations of the Airfield, and the tax returns for the Company. In addition, any Company checks in excess of \$10,000 shall require signatures from both the Chairman of the Board of Managers or authorized deputy and from a person authorized by the Member who is not the same person as the Chairman of the Board of Managers or the authorized deputy.

d. Agreement to Abide. Upon becoming a member of the Board of Managers, each member shall be required sign an acknowledgement and agreement to abide by this Agreement in the form attached hereto as **Exhibit B**.

e. Dues Structure. The Company intends to be self-sustaining with fees, dues and assessments charged and levied to the patrons of the Airfield. All expenses related to the operation of the Airfield, including but not limited to the maintenance, repair and improvement of the Airfield, insurance and other expenses, shall be paid by the dues and assessments assessed by the Manager against the Member. In no event shall the Member, Flying Acres Homeowners

Association, be required or permitted to make any additional contributions to the Company without the consent of the Member.

14. Dissolution; Liquidation.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 25.15.265 of the Act, unless the Company's existence is continued pursuant to the Act.

b. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Board of Managers shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

d. Upon the completion of the winding up of the Company, the Manager shall file a Certificate of Dissolution in accordance with the Act.

15. Miscellaneous.

a. Amendments. Amendments to this Agreement may be made only with the consent of the Member.

b. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

c. Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first above written.

MEMBER

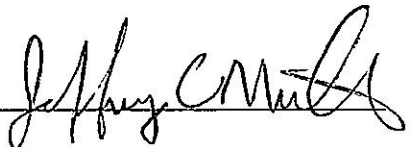
FLYING ACRES HOMEOWNERS
ASSOCIATION, a Washington nonprofit
corporation

_____

By: Jeff Miller
Its: President

NEW CREST AIRPARK, LLC

FLYING ACRES HOMEOWNERS
ASSOCIATION, a Washington nonprofit
corporation

_____

By: Jeff Miller
Its: President

EXHIBIT A

Legal Description of the Airfield

Tax Parcel Numbers: 0121059001 and 0121059066.

That portion of that certain private road known as 179th Place NE as platted in the plat of Flying Acres Div. 2, as per plat recorded in Volume 87 of Plats, Pages 94 through 96, records of King County, which lies within Government Lot 5 of Section 6, Township 21 North, Range 6 East, W.M.;

Together with that portion of the following which lies within the East ¼ of Section 1, Township 21 North, Range 5 East, W.M.: Beginning at a point on the Westerly margin of W.O. Thomas County Road (181st Southeast) in Government Lot 5 in Section 6, Township 21 North, Range 6 East, W.M., which is 170 feet northerly, measured along said margin, from the northeast corner of said Lot 17 of Flying Acres Div. 2, as per plat recorded in Volume 87 of Plats, pages 94 through 96, records of King County; thence, southwesterly, along a line passing through a point on the west line of said Section 6, which is 2120 feet southerly of the northwest corner of said Section 6, a distance of 467 feet to the easterly margin of 179th Place Southeast as shown on the face of said plat; thence, S 09°03'14" E along said easterly margin to the southwest corner of Lot 1 in said plat; thence S 89°46'53" W 66.65 feet to the northeast corner of the southeast ¼ of the southeast ¼ of said section 1; thence S 00°04'50" E along the east line of said Section 1, a distance of 1269.51 feet to the north line of the south 50 feet of said section;

Thence N 89°12'12" W along said north line 600 feet, more or less, to an intersection with a line bearing S09°03'14" E from the southeast corner of Lot 23 in Flying Acres Division No. 3, as per plat recorded in Volume 98 of Plats, page 99, records of King County; thence N09°03'14" W to an angle point in the east margin of Lot 45 in Flying Acres, as per plat recorded in Volume 92 of Plats, page 83, records of King County;

Thence N 00°04'45"E 442.92 feet to the north line of said Section 1; thence S 89°06'15"E along said north line 420.47 feet to a point of 479.92 feet from the northeast corner of said section; thence S00°53'45"W 210.00 feet to the south margin of southeast 288th Place, as dedicated in said plat of Flying Acres; thence easterly across said south margin to an intersection with the west line of the plat of Cedar Terrace, as per plat recorded in Volume 82 of Plats, page 47, records of King County;

Thence southerly and easterly along the westerly and southerly lines of said plat of Cedar Terrace, to the west margin of W.I. Thomas Road No. 1084 (180th Avenue Southeast); thence southerly along said west margin to an intersection with the west line of said Section 6; thence southerly along the west line of Section 6, to the northwest corner of Government Lot 5 in said Section 6; thence easterly along the north line of said Government Lot 5 to the west margin of W.I. Thomas County Road; thence southerly along said west margin to the point of beginning.

Except that portion thereof lying within southeast 288th Place as dedicated in said plat of Flying Acres and as conveyed to King County by deed recorded under recording no. 6683389;

And except those portions thereof conveyed by deeds recorded under recording nos. 8707300216, 8708050227, 8708050527, 8708070008, 8708340484, 8708310254, 8708260078, 8710130593, 8711251196, 8808040212 and 9304190763.

And except any portion thereof lying within that certain 40-foot strip given up by the westerly movement of the west lines of Lots 9, 11, 14 and 16 of said plat of Flying Acres Div. No. RWO (Said line being also the easterly line of the captioned property) as delineated on the face of King County Lot Line Adjustment No. 8612028, recorded under King County Recording No. 9211161314;

And except that portion thereof lying southerly of a line described as: Beginning at the southeast corner of said Section 1; thence north along the east line of said section 993.02 feet to the commencement of said line; thence westerly to a point on the west margin of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 1, at a point 999.32 feet north of the southwest corner thereof, and the terminus of said line; Situate in the County of King, State of Washington.

Tax Parcel Number 062106-9175

Description: That portion of Section 1, Township 21 North, Range 5 East W.M. and Government Lot 5, Section 6, Township 21 North, Range 6 East W.M. described as follows:

Portion of Government Lot 5, westerly of Thomas County Road, less portion platted Flying Acres Div. 2, less portion lying southerly of following described line – Beginning at Northwest corner of Lot 17 of Flying Acres Div. 2, thence North $89^{\circ}55'48''$ West 40.51 feet; thence North $09^{\circ}03'14''$ West 117.31 feet; thence North $34^{\circ}21'55''$ East 21.84 feet; thence North $75^{\circ}45'58''$ East to the West line of Government Lot 5, Section 6-21-6 and to point of beginning of line description. Thence continuing North $75^{\circ}45'58''$ East to the West margin of Thomas County Road SE and term of line described – for King County Lot Line Adjustment Number 8612028, Recording Number 9211161314.

EXHIBIT B

Manager's Acknowledgement and Agreement to Abide

This Acknowledgement and Agreement to Abide ("Agreement") is made this ____ day of _____, between New Crest Airpark, LLC, a Washington limited liability company (the "Company"), and the undersigned members of the Board of Managers of the Company.

Each of the undersigned acknowledges and confirms that the undersigned (i) has received and reviewed the Operating Agreement of New Crest Airpark, LLC dated January 30, 2025 (the "Operating Agreement"), and (ii) understands and accepts the contents of the Operating Agreement, and (iii) agrees to abide by all the terms and conditions set forth in the Operating Agreement.

Pursuant to the Operating Agreement, the undersigned must sign this Agreement and agree to abide by, be bound by, and conform to, the contents of the Operating Agreement mentioned above.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date written above.

THE COMPANY:

NEW CREST AIRPARK, LLC

FLYING ACRES HOMEOWNERS ASSOCIATION

Its: Member

By: Jeff Miller
Its: President

MANAGERS:

Print Name:_____

Print Name:_____

Print Name:_____

Print Name:_____

Print Name:_____

Print Name:_____

Print Name:_____

Print Name:_____

Print Name:_____