

BYLAWS
OF
WILD OAK SADDLE CLUB

A California nonprofit mutual benefit
corporation

(Amended and Restated, January 2022)

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TABLE OF CONTENTS

ARTICLE I: NAME, PURPOSE, AND LOCATION	1
1.1. NAME.....	1
1.2. PURPOSE.....	1
1.3. LOCATION.....	1
ARTICLE II: MEMBERSHIP	1
2.1. CLASSIFICATION OF MEMBERSHIP.....	1
2.2. EVIDENCE OF PROPRIETARY MEMBERSHIP.....	1
2.3. NUMBER OF PROPRIETARY MEMBERSHIPS.....	1
2.4. QUALIFICATION FOR PROPRIETARY MEMBERSHIP.....	1
2.5. PRIVILEGES AND RESPONSIBILITIES OF PROPRIETARY MEMBERSHIP.....	1
2.6. ADMISSION.....	2
2.7. INITIATION FEES AND DUES.....	2
2.8. NON-PROPRIETARY MEMBERSHIPS.....	2
ARTICLE III: TRANSFER, SUSPENSION, EXPULSION, RESIGNATION OR DEATH OF MEMBER	2
3.1. TRANSFER OF MEMBERSHIP.....	2
3.2. SUSPENSION OR EXPULSION OF MEMBER.....	3
3.3. PROCEDURE FOR SUSPENSION OR EXPULSION.....	3
3.4. RESIGNATION OF A MEMBER.....	4
3.5. DEATH OF A MEMBER.....	4
ARTICLE IV: BOARD OF DIRECTORS	4
4.1. GENERAL.....	4
4.2. REGULAR MEETINGS.....	5
4.3. SPECIAL MEETINGS.....	5
4.4. NOTICE FOR MEETINGS OF THE BOARD OF DIRECTORS.....	5
4.5. QUORUM.....	5
4.6. POWERS AND DUTIES.....	5
4.7. ELECTION OF DIRECTORS.....	5
4.8. EXECUTIVE COMMITTEE.....	6
ARTICLE V: RIGHTS, OBLIGATIONS AND MEETINGS OF MEMBERS	7
5.1. VOTING.....	7
5.2. PROPERTY RIGHTS.....	7
5.3. PLACE OF MEMBERSHIP MEETING.....	7
5.4. MEMBERSHIP MEETINGS.....	7
5.5. QUORUM.....	7
5.6. CONDUCT OF MEETINGS OF MEMBERS.....	7

ARTICLE VI: OFFICERS	8
6.1. NUMBER AND TITLE OF OFFICERS.	8
6.2. APPOINTMENT OF OFFICERS.	8
6.3. TERM.	8
6.4. VACANCIES.	8
6.5. DELEGATION OF DUTIES.	8
6.6. POWERS.	8
ARTICLE VII: INDEMNIFICATION.....	9
7.1. INDEMNIFICATION OF DIRECTORS AND OFFICERS.	9
7.2. INDEMNIFICATION OF EMPLOYEES AND AGENTS.	10
7.3. RIGHT TO BRING SUIT.	10
7.4. SUCCESSFUL DEFENSE.	11
7.5. NONEXCLUSIVITY OF RIGHTS.	11
7.6. INSURANCE.	11
7.7. EXPENSES AS A WITNESS.	11
7.8. INDEMNITY AGREEMENTS.	11
7.9. SEVERABILITY.	12
7.10. EFFECT OF REPEAL OR MODIFICATION.	12
ARTICLE VIII: INDEBTEDNESS TO THE CORPORATION.....	12
8.1. PAYMENT OF DUES.	12
8.2. REINSTATEMENT.	12
ARTICLE IX: AMENDMENT OF BYLAWS	12
9.1. GENERAL.	12
9.2. INITIATION OF CHANGES.	12

BYLAWS
OF
WILD OAK SADDLE CLUB,

a California nonprofit mutual benefit corporation

ARTICLE I: NAME, PURPOSE, AND LOCATION

1.1. NAME. The name of this Corporation is WILD OAK SADDLE CLUB.

1.2. PURPOSE. The Corporation is a nonprofit, mutual benefit corporation without capital stock formed under the laws of the State of California for the primary purpose and objective of promoting good fellowship through recreational and social activities for the members and their families, while also maintaining an interest in the equestrian heritage of the Corporation.

1.3. LOCATION. The principal office of the Corporation for the transaction of business shall be located in Sonoma County, California, at such place or places as may, from time to time, be determined by the Board of Directors.

ARTICLE II: MEMBERSHIP

2.1. CLASSIFICATION OF MEMBERSHIP. The Corporation shall have one class of voting members designated proprietary members. The Board of Directors may establish such other classifications of membership as they may from time to time deem appropriate.

2.2. EVIDENCE OF PROPRIETARY MEMBERSHIP. The Corporation shall maintain a current and complete roster of its proprietary members at its principal office, which roster, or copies thereof, shall be available to members upon reasonable notice and request.

2.3. NUMBER OF PROPRIETARY MEMBERSHIPS. The maximum number of proprietary members shall be two hundred (200). The maximum number may be changed by a vote of a majority of the proprietary members, voting either by written ballot or at a duly noticed membership meeting.

2.4. QUALIFICATION FOR PROPRIETARY MEMBERSHIP. Any person over the age of twenty-one (21) years shall be eligible for proprietary membership.

2.5. PRIVILEGES AND RESPONSIBILITIES OF PROPRIETARY MEMBERSHIP. Proprietary members shall have full rights of membership including the right to vote, hold office and transfer their memberships as provided in these Bylaws. Proprietary members' immediate families, living at home (spouse, registered domestic partners and children), shall be entitled to such benefits as may, from time to time, be determined by the Board of Directors. The proprietary member shall be responsible for all debts incurred by family members and guests as well as for any damage that may be done by the proprietary member or the family or guests of such member. All members shall be responsible to be familiar and comply with these bylaws

and procedures that may be established by the Board of Directors from time to time and in addition, each member shall be responsible to assure that family members and guests also comply with the provisions of these bylaws as well as policies, procedures and rules that may be established from time to time.

2.6. ADMISSION. Persons eligible for admission to proprietary membership may be admitted to proprietary membership in such manner and upon such conditions as provided in one or more policies as may be duly adopted or amended by the Board of Directors from time to time. All applications for membership must be in writing and signed by the applicant.

2.7. INITIATION FEES, DUES AND ASSESSMENTS. Once admitted to proprietary membership, each proprietary member shall pay an initiation fee and thereafter monthly dues. The amount of such initiation fee and monthly dues shall be determined by the Board of Directors from time to time. In addition to monthly dues, the Board of Directors may assess a reasonable late fee and finance charges on any past due amounts. The Board of Directors may also assess each proprietary member an amount as may be determined from time to time by the Board of Directors, provided that no assessment may exceed an amount equal to one month's dues without the approval of proprietary members at a special meeting called for such purpose. No other levies or assessments, other than initiation fees, dues, late fees, finance charges, and the assessment described above, shall be made against the proprietary members without approval of the members at the annual or regularly noticed special meeting of the proprietary members.

2.8. NON-PROPRIETARY MEMBERSHIPS. The Board of Directors may establish one or more classes of non-proprietary memberships from time to time. Such non-proprietary members shall have such privileges as may be determined by the Board of Directors from time to time, which privileges may be altered or revoked at any time by the Board of Directors in their sole and absolute discretion. Non-proprietary members shall have no right to vote or hold office. Non-proprietary members are not "members" of the Corporation, and have no rights as "members" of the Corporation as such term is used in the California Corporations Code.

2.9. RESPONSIBILITY FOR PROPERTY. The Corporation shall not be responsible for property left upon the Corporation's grounds, buildings or other facilities whether such property belongs to a member, guest, visitor or otherwise. No member, guest or visitor may remove any property belonging to the Corporation from the Corporation's premises unless duly authorized.

ARTICLE III: TRANSFER, SUSPENSION, EXPULSION, RESIGNATION OR DEATH OF MEMBER

3.1. TRANSFER OF MEMBERSHIP. No proprietary member may transfer his or her membership by sale, gift, inheritance or other means without approval of the Board of Directors, which, in the event of approval, shall impose a transfer fee. Notwithstanding the foregoing, the surviving spouse or registered domestic partner of a deceased proprietary member in good standing shall be entitled to become the proprietary member upon written request to the Board of Directors and no transfer fee shall be charged to the spouse or registered domestic partner of said original proprietary member.

3.2. SUSPENSION OR EXPULSION OF MEMBER. A proprietary member may be suspended or expelled based on a good faith determination by the Board of Directors that the proprietary member has violated these Bylaws, the policies established by the Board of Directors from time to time, or that such proprietary member has engaged in conduct determined by the Board of Directors to be detrimental to the Corporation, or that such member has failed to bring current any indebtedness owed to the Corporation for a period of not less than ninety (90) days. A member shall be automatically suspended without action by the Board of Directors if such member has failed to bring current any indebtedness owed to the Corporation for a period of ninety (90) days. Suspension of a membership shall result in suspension of all privileges of membership in the Corporation until such time, if any, as the conditions of such suspension are satisfied and the member is restored to good standing. Expulsion of a membership shall result in a termination of such membership in the Corporation and all privileges of such membership shall terminate as of the date of expulsion.

3.3. PROCEDURE FOR SUSPENSION OR EXPULSION. If grounds exist for suspension or expulsion of a proprietary member (other than automatic suspension as provided in Section 3.2 above), the following procedure shall be followed:

(a) The Board of Directors shall give written notice of the proposed suspension or expulsion, and the reasons for such proposed suspension or expulsion, to the applicable member at least fifteen (15) days prior to the meeting of the Board of Directors wherein the vote may be taken to suspend or expel such member.

(b) The member shall be given an opportunity to a hearing to present any relevant evidence, either verbally or in writing, to the Board of Directors prior to any vote to suspend or expel such member.

(c) The hearing shall be conducted in such manner as may be determined by the Board of Directors.

(d) A vote of a majority of the Board of Directors shall be necessary to suspend a member. In the case of suspension, the Board of Directors shall specify the actions necessary for reinstatement. A vote of two-thirds (2/3) of the Board of Directors shall be necessary for expulsion.

(e) The suspended or expelled member may request an appeal of the decision of the Board of Directors to suspend or expel such member by a vote of the membership. Should a suspended or expelled member desire to appeal the decision of the Board of Directors to suspend or expel such member, the suspended or expelled member shall submit a written request to appeal the decision within thirty (30) days of such member receiving notice of the decision of the Board of Directors. Upon receipt of the request, the Board of Directors shall call a special meeting of the members and send notice of such meeting in the manner set forth in Section 4.4 below. Provided a quorum is present, a vote of a majority of attending members shall override the decision of the Board of Directors to suspend a member and a vote of two-thirds (2/3) of the attending members shall override the decision of the Board of Directors to expel a member. If a quorum is not present at such meeting, the decision of the Board of Directors shall be final.

(f) Any action challenging a suspension or expulsion, including a claim of defective notice, but be commenced within one (1) year of the date of the suspension or expulsion.

(g) A suspended or expelled member shall remain liable for any indebtedness of the member to the Corporation accruing through the effective date of such suspension or expulsion notwithstanding that the member has been suspended or expelled.

3.4. RESIGNATION OF A MEMBER. A proprietary member may resign at any time upon providing written notice to the Board of Directors. A resigning member shall remain liable for any indebtedness of the member to the Corporation accruing through the effective date of such resignation. All rights of membership shall terminate upon resignation.

3.5. DEATH OF A MEMBER. Upon death of a proprietary member, the membership may be transferred to the deceased proprietary member's spouse or registered domestic partner as provided in Section 3.1 above. In the event the deceased proprietary member has no spouse or registered domestic partner, all rights of membership shall terminate upon the death of such proprietary member.

ARTICLE IV: BOARD OF DIRECTORS

4.1. GENERAL.

(a) The affairs of the Corporation shall be governed by a Board of Directors composed of at least thirteen (13) and no More than fifteen (15) directors serving three year elected terms and up to two (2) ex officio directors to be appointed as necessary pursuant to Section 6.2 below.

(b) Each director shall be a proprietary member of the Corporation in good standing at the time of election. Spouses and registered domestic partners of proprietary members shall also be eligible for election as a director. Both spouses and both partners may not serve at the same time. If a director ceases to be a proprietary member, or if a spouse or registered domestic partner ceases to be a spouse or registered domestic partner, the former proprietary member, spouse or registered domestic partner, as the case may be, shall cease to be a director.

(c) A sufficient number of directors shall be elected each year to replace the outgoing directors and/or fill any vacancies. Each director so elected shall serve a three (3) year term.

(d) Any director who fails to attend three (3) consecutive meetings may be deemed to have resigned as a director upon a vote of a majority of the other directors.

(e) In the case of a vacancy, such vacancy may be filled by appointment by the Board of Directors for the remainder of the term.

(f) The immediate Past President shall be an ex-officio non-voting member of the Board of Directors if the immediate Past President's term has expired.

4.2. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the third (3rd) Tuesday of each month without notice, at such time and place as shall be designated by the Board of Directors.

4.3. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President, a Vice-President, or any two (2) or more directors.

4.4. NOTICE FOR MEETINGS OF THE BOARD OF DIRECTORS.

(a) Formal notice of regular and adjourned meetings shall not be required.

(b) Notice of the time and place of special meetings shall be given personally or by telephone at least twenty-four (24) hours prior to the time of the meeting or by written notice mailed to each member of the Board of Directors at least three (3) days prior to the date of the meeting.

4.5. QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business, and every act or decision done or made by a majority, at a meeting duly held, at which a quorum is present, shall be regarded as an act of the Board of Directors.

4.6. POWERS AND DUTIES. Subject to the limitations of the Articles of Incorporation, these Bylaws, and the laws of the State of California, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the property, business and affairs of the Corporation shall be controlled by the Board of Directors. Directors shall not receive any salary for their services as a director, provided that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

4.7. ELECTION OF DIRECTORS.

(a) Nominating Committee. The President shall appoint a Nominating Committee to place in nomination those members to be voted upon for election of Directors for the ensuing terms of office. The Nominating Committee shall consist of at least five (5) proprietary members. At least two of said appointees shall not be directors. The Chair of the Nominating Committee shall be a director. The Nominating Committee shall be appointed at the July meeting of the Board of Directors. The names of those proposed for election by the Nominating Committee shall be filed with the Secretary and posted on the Bulletin Board no less than sixty (60) days prior to the date set for the election of directors. At the same time, the slate of nominees so designated by the Nominating Committee shall be sent by mail to all proprietary members of record on that date, announcing the date of voting and inviting additional nominations to the Board of Directors in the manner set forth in Section 4.7(b) below.

(b) Additional Nominations. At any time, not less than twenty (20) days prior to the annual election, any ten (10) proprietary members of the Corporation may nominate one or more other proprietary members of the Corporation (or their spouse or registered domestic partner) as candidates to be elected as a director by filing or causing to be filed with the Secretary, notice of such nomination in writing to which shall be attached the written acceptance

of such nomination by the nominee or nominees. All such nominations shall be posted at once by the Secretary on the Bulletin Board of the Club.

(c) Balloting Procedures. The election of directors shall be by mail ballot. The election shall be held at the Annual Meeting of members. The newly elected directors shall take office at the Annual Meeting of members.

(d) It shall be the duty of the Secretary to prepare sufficient ballots, with the names of all members nominated for directors, in order established by lot, with a space on the left side of each name sufficient for a mark indicating the choice or choices of the voter.

(e) Any ballot upon which more names are marked than there are pending vacancies on the Board of Directors shall be rejected and shall not be counted.

(f) The Board of Directors shall appoint one (1) director to serve as election judge to count the ballots. The election judge shall count the ballots and report the results of the election to the Board of Directors. In the case of a tie, a runoff election shall be held.

4.8. EXECUTIVE COMMITTEE. The Executive Committee shall consist of the President, the First Vice President, the Second Vice President, the Secretary and the Treasurer. The Board of Directors may delegate to the Executive Committee any of the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, except with respect to:

(a) The filling of vacancies of the Board of Directors or on any committee which has the authority of the Board of Directors.

(b) The amendment or repeal of Bylaws or the adoption of new Bylaws.

(c) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repeal-able.

(d) The appointment of committees of the Board of Directors or of members thereof.

(e) The approval of any transaction to which this Corporation is a party and in which one or more of the directors has a material financial interest, except as expressly provided in California Nonprofit Corporation Law.

(f) By a majority vote of its members, the Board of Directors may at any time revoke or modify any or all of the authority delegated to the Executive Committee. The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the Board of Directors from time to time as the Board of Directors may require.

(g) Action by the Executive Committee shall require three (3) affirmative votes.

4.9. COMMITTEES. The Board of Directors may establish one or more committees to serve at the pleasure of the Board of Directors. All appointments to the committees shall be made by the President and confirmed by the Board of Directors. All powers conferred upon a committee shall at all times be subject to the control and direction of the Board of Directors.

ARTICLE V: RIGHTS, OBLIGATIONS AND MEETINGS OF MEMBERS

5.1. VOTING. Proprietary members shall be entitled to vote for candidates for the Board of Directors and on other matters submitted to the proprietary membership for a vote. No other category of membership shall be entitled to vote or hold office.

5.2. PROPERTY RIGHTS. Upon dissolution, liquidation, and/or winding up of affairs of the Corporation, the assets of the Corporation, after payment of all debts, shall be distributed pro rata to the proprietary members.

5.3. PLACE OF MEMBERSHIP MEETING. Meetings of proprietary members shall be held at the principal office and place of business of the Corporation, or such other place as the Board of Directors shall designate.

5.4. MEMBERSHIP MEETINGS.

(a) Annual Meeting. The annual meeting of the proprietary members of the Corporation shall be held on the third Tuesday of January of each year. Should said date be a legal holiday, the annual meeting shall be held on the next day following which is not a legal holiday.

(b) Special Meetings. Special meetings of the proprietary members may be called by the President, a Vice President, or any two (2) or more directors, or upon written petition signed by twenty percent (20%) or more of the proprietary members by written notice to the Secretary stating briefly the business to come before such meeting. Within three (3) days of receipt of such written notice, the Secretary shall mail to each proprietary member a written notice of such meeting stating the time and place of such meeting and a brief explanation of the business to come before such meeting. Such special meeting of the proprietary members shall be held within thirty (30) days after the Secretary mails notice of such meeting, provided notice of the special meeting shall be mailed to the proprietary members at least five (5) days prior to the special meeting.

5.5. QUORUM. Thirty percent (30%) or more of proprietary members entitled to vote, appearing in person or by ballot, shall constitute a quorum for the transaction of business. There shall be no voting by proxy except with respect to amendment of these Bylaws as provided in Section 9.2.

5.6. CONDUCT OF MEETINGS OF MEMBERS. The President, or in his absence, a Vice President, or in the absence of all three (3), a chairman appointed by the Board of Directors, shall call the membership meeting to order and shall act as presiding officer thereof. The Secretary shall act as secretary of the meeting.

ARTICLE VI: OFFICERS

6.1. NUMBER AND TITLE OF OFFICERS. The officers of the Corporation shall be President, First Vice President, Second Vice President, Secretary and Treasurer.

6.2. APPOINTMENT OF OFFICERS. After the annual meeting where directors are elected, the Board of Directors shall meet and elect by secret ballot a Second Vice President, Secretary and Treasurer. The former First Vice President shall be President for the following term, and the former Second Vice President shall be First Vice President for the following term. If the three year elected term of any person serving as President or First Vice President will have expired before they serve their term at such officer position, such person shall be automatically appointed as an ex officio director for such term.

6.3. TERM. The officers of the corporation shall hold office until the next annual meeting or until their successors are chosen and qualified. Any officer selected may be removed with or without cause at any time by the affirmative vote of a majority of the Board of Directors.

6.4. VACANCIES. Any vacancy in any office shall be filled by the Board of Directors without reasonable delay at its next regular meeting or at a special meeting called for that purpose.

6.5. DELEGATION OF DUTIES. The powers or duties of any officer of the Corporation may be temporarily delegated to any other officer or to any director during a period of absence for any reason.

6.6. POWERS. The officers shall have and perform the powers and duties usually pertaining to their respective offices pursuant to law and these Bylaws and such other powers and duties as may be determined by the Board of Directors.

(a) President. The President shall preside at all meetings of the proprietary members and all meetings of the Board of Directors. Without previous authority of the Board of Directors, the President may make such contracts as the Corporation's business may require, provided President shall not incur any obligation or indebtedness of the Corporation in excess of One Thousand Dollars (\$1,000.00) without the prior consent or approval of the Board of Directors. Any obligation incurred by the President without prior consent or approval of the Board of Directors shall be reported to the Board of Directors at its next meeting. The President shall perform such other duties as may be assigned and approved by the Board of Directors.

(b) First Vice President and Second Vice President. A Vice President shall perform the duties and exercise the power of the President in the absence of the President. If the President is absent, the First Vice President shall serve as President until the President returns. If both the President and First Vice President are absent, the Second Vice President shall serve as President until either the President or Vice President returns.

(c) Secretary. The Secretary shall cause the minutes of the proceedings of the proprietary members and of the Board of Directors to be kept in books provided for that purpose. The Secretary shall give notice of all meetings of proprietary members and the Board of

Directors when notice is required. The Secretary shall perform all other duties normally assigned to and performed as a secretary of a corporation.

(d) Treasurer. The Treasurer shall have care and custody of the Corporation's funds and assets and shall maintain the same in the name of and to the credit of the Corporation as may be from time to time designated by the Board of Directors. The Treasurer shall keep an accurate account of receipts and disbursements and shall account to the Board of Directors as required by the Board of Directors.

ARTICLE VII: INDEMNIFICATION

7.1. INDEMNIFICATION OF DIRECTORS AND OFFICERS. Each director and officer of the Corporation who was or is a party, is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, formal or informal, whether brought in the name of the Corporation or otherwise and whether of a civil, criminal, administrative or investigative nature (hereinafter, "proceeding"), by reason of the fact that he or she, is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, or officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit or welfare plan, or other enterprise, whether the basis of such proceeding is an alleged action or inaction in an official capacity or in any other capacity while serving as such a director, or officer, employee or agent, shall, subject to the terms of any agreement between the Corporation and such person, be indemnified and held harmless by the Corporation to the fullest extent permissible under applicable law and the Corporation's Articles of Incorporation, against all costs, charges, expenses, liabilities and losses (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties assessed with respect to any employee benefit or welfare plan, and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that (a) the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation; (b) the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof), other than a proceeding by or in the name of the Corporation to procure a judgment in its favor, only if any settlement of such a proceeding is approved in writing by the Corporation; (c) no such person shall be indemnified (i) except to the extent that the aggregate of losses to be indemnified exceeds the amount of such losses for which such person is paid pursuant to any directors' and officers' liability insurance policy maintained by the Corporation; (ii) if a court of competent jurisdiction finally determines that any indemnification hereunder is unlawful; or (iii) as to circumstances in which indemnification is expressly prohibited by Section 7237 of the California Nonprofit Corporation Law of the State of California ("Law"); (d) that no such person shall be indemnified with regard to any action brought by or in the right of the Corporation for breach of duty to the Corporation and its members (i) for acts or omissions that involve intentional misconduct or a knowing and culpable violation of law; (ii) for acts or omissions that such person believes to be contrary to the best interests of the Corporation or its members or that involve the absence of good faith on the part of such person; (iii) for any transaction from which such person derived an improper personal

benefit; (iv) for acts or omissions that show a reckless disregard for such person's duty to the Corporation or its members in circumstances in which such person was aware, or should have been aware, in the ordinary course of performing such person's duties, of a risk of serious injury to the Corporation or its members; (v) for acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of such person's duties to the Corporation or its members; or (vi) for costs, charges, expenses, liabilities and losses arising under Section 7233 or Section 7236 of the Law; and (e) no such person shall be indemnified to the extent such person is entitled to indemnification from another corporation, partnership, limited liability company, joint venture, trust, employee benefit or welfare plan with which such person is or was serving as a director, officer, employee or agent at the request of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract between the Corporation and each person entitled to indemnification hereunder who serves as a director or officer of the Corporation at any time while these provisions as well as the relevant provisions of the Law and the Corporation's Articles of Incorporation are in effect and any repeal or modification thereof shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a contract right may not be modified retroactively without the consent of such director or officer. The right to indemnification conferred in this Section 7.1 shall include the right to be paid by the Corporation expenses incurred in defending any proceeding in advance of its final disposition; provided, however, that if the Law requires the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit or welfare plan) in advance of the final disposition of a proceeding, such advances shall be made only upon delivery to the Corporation of a written undertaking, by or on behalf of such director or officer, to repay all amounts to the Corporation if it shall be ultimately determined that such person is not entitled to be indemnified.

7.2. INDEMNIFICATION OF EMPLOYEES AND AGENTS. A person who was or is a party, or is threatened to be made a party to, or is involved in any proceeding by reason of the fact that he or she is or was an officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit or welfare plan, or other enterprise, whether the basis of such proceeding is an alleged action or inaction in an official capacity or in any other capacity while serving as such a director, officer, employee or agent, may upon the decision of the Board of Directors, subject to the terms of any agreement between the Corporation and such person, be indemnified and held harmless by the Corporation to the fullest extent permitted under applicable law and the Corporation's Articles of Incorporation, against all costs, charges, expenses, liabilities and losses (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties assessed with respect to any employee benefit or welfare plan, and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith. The immediately preceding sentence is not intended to be and shall not be considered to confer a contract right on any such person.

7.3. RIGHT TO BRING SUIT. If a claim under Section 7.1 is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation,

the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such claim. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such an action that indemnification of the claimant is permissible in the circumstances because he or she has met the applicable standard of conduct, if any, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met the applicable standard of conduct, shall be a defense to such action or create a presumption for the purposes of such action that the claimant has not met the applicable standard of conduct.

7.4. SUCCESSFUL DEFENSE. Notwithstanding any other provision of this Article VII, to the extent that a person referred to in Section 7.1 or Section 7.2 has been successful on the merits or otherwise (including, without limitation, the dismissal of an action without prejudice or the settlement of a proceeding or action without admission of liability) in defense of any proceeding referred to in Section 7.1 or Section 7.2 or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including, without limitation, attorneys' fees) actually and reasonably incurred in connection therewith.

7.5. NONEXCLUSIVITY OF RIGHTS. The right to indemnification provided by this Article VII shall not be exclusive or nor limit any other right which any person may have or hereafter acquire under any statute, bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be such a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

7.6. INSURANCE. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, limited liability company, joint venture, trust, employee benefit or welfare plan, or other enterprise against any expense, liability or loss asserted against such person or incurred by such person, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Law, the Articles of Incorporation of the Corporation or this Article VII.

7.7. EXPENSES AS A WITNESS. To the extent that any director, officer, employee or agent of the Corporation is by reason of such position, or a position with another entity at the request of the Corporation, a witness in any proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her on his or her behalf in connection therewith.

7.8. INDEMNITY AGREEMENTS. The Corporation may enter into agreements with any director, officer, employee or agent of the Corporation, or any person who serves at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit or welfare plan, or other enterprise, providing for indemnification to the fullest extent permissible under the Law and the Corporation's Articles of Incorporation.

7.9. SEVERABILITY. Each and every paragraph, sentence, term and provision of this Article VII is separate and distinct so that if any paragraph, sentence, term or provision hereof shall be held to be invalid, unlawful or unenforceable for any reason, such invalidity, unlawfulness or unenforceability shall not affect the validity, lawfulness or enforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Article VII may be modified by a court of competent jurisdiction to preserve its validity and to provide the claimant with, subject to the limitations set forth in this Article VII and any agreement between the Corporation and such claimant, the broadest possible indemnification permitted under applicable law.

7.10. EFFECT OF REPEAL OR MODIFICATION. Any repeal or modification of this Article VII shall not adversely affect any right of indemnification of a person referred to in Section 7.1 or Section 7.2 existing at the time of such repeal or modification with respect to any action or omission occurring prior to such repeal or modification.

ARTICLE VIII: INDEBTEDNESS TO THE CORPORATION

8.1. PAYMENT OF DUES. Dues shall be payable monthly in advance on the first (1st) day of each month. Any other indebtedness to the Corporation incurred by a member shall be payable as of the first (1st) day of the month following the date which the indebtedness was incurred. Dues and other indebtedness incurred by a member shall be deemed delinquent sixty (60) days after the date upon which such dues or other indebtedness became due. Delinquent accounts not paid within thirty (30) days from the date upon which the delinquency occurred shall result in the suspension of membership privileges. Delinquencies continuing for one hundred twenty (120) days from the first date of delinquency shall automatically terminate a member.

8.2. REINSTATEMENT. The Board of Directors may determine the policies and conditions for reinstatement of any former member whose membership has terminated for any reason.

ARTICLE IX: AMENDMENT OF BYLAWS

9.1. GENERAL. Any or all of these Bylaws may be amended, altered, repealed, or supplemented with the procedure specified in this Article IX and not otherwise.

9.2. INITIATION OF CHANGES. Proposed changes to these Bylaws may be initiated as follows:

(a) Initiative of the Board of Directors. The Board of Directors may, by an affirmative vote of not less than two-thirds (2/3) of the serving Directors, pass a resolution proposing a change in these Bylaws.

(b) Initiative of the Proprietary Members. Any proprietary member may initiate a proposed change to these Bylaws by submitting the proposed change to the Secretary together with the statement describing the initiative signed by twenty percent (20%) of the proprietary members entitled to vote.

(c) Meeting Regarding Proposed Changes. Within three (3) days following the passage of such resolution or submission of a proprietary member's proposal, the Secretary shall call a meeting of the proprietary members and a vote of the proprietary members shall be taken. Such meeting shall be held not less than five (5) nor more than thirty (30) days after mailing of notice of the meeting by the Secretary. A statement describing the resolution of the Board of Directors or proposed change by a proprietary member shall accompany the notice of the meeting to be delivered in accordance with Section 4.7(a). A proprietary member may vote by proxy at any meeting to amend these Bylaws, but for no other purpose.

(d) Voting. Any and all votes of the proprietary members concerning proposed changes in these Bylaws shall be taken at the annual or specially noticed membership meeting. Provided a quorum is represented in person or by proxy, an affirmative vote of a majority the proprietary members, represented in person or by proxy, shall be sufficient to change these Bylaws. The Bylaws and Articles of Incorporation may also be amended by written ballot submitted to the proprietary members pursuant to applicable provisions of the California Corporation Code. Thirty percent (30%) or more of the proprietary members shall constitute a quorum for purpose of amending these Bylaws in such fashion.

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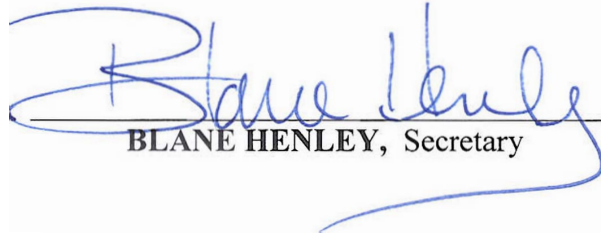
CERTIFICATE OF ADOPTION OF BYLAWS

I, **BLANE HENLEY**, hereby certify that:

1) I am the Secretary of WILD OAK SADDLE CLUB, a California nonprofit mutual benefit corporation (the "**Corporation**"); and

2) The foregoing Bylaws, consisting of thirteen (13) pages, are a true and correct copy of the Amended and Restated Bylaws of the Corporation as duly adopted by vote of the membership of the Corporation on January 18, 2022.

Dated as of January 18, 2022.



BLANE HENLEY, Secretary

Attest:



JOLENE CORTRIGHT, President