

**ARTICLES OF INCORPORATION  
OF  
EDEN'S CHILD FOUNDATION**  
a nonprofit corporation

The undersigned, acting as incorporator under the Washington Nonprofit Corporation Act, under RCW 24.03 ("Act"), hereby adopts and executes the following Articles of Incorporation.

**ARTICLE I**

**Name**

The name of this non-profit corporation shall be EDEN'S CHILD FOUNDATION hereinafter referred to as the "Foundation".

**ARTICLE II**

**Duration**

The period of duration of this Foundation shall be perpetual unless otherwise dissolved by the Board of Directors or dissolved by law.

**ARTICLE III**

**Purposes**

The purposes for which this Foundation is formed are:

1. To supply tuition, necessary uniforms and apparel, school supplies and augment the ministry for qualifying sponsor children in Rwanda;
2. To provide ministry and adult academic and vocational education and training, and necessary books, tools and supplies, to qualified adult students;
3. To rent or purchase operational facilities and employee/engage teachers and staff members necessary to provide the foregoing educational and ministry opportunities, and to purchase necessary operational supplies;
4. To operate necessary ministry and electronic communications to support staff, sponsors, donors and vendors (i.e. Internet websites/email, radio broadcasting etc.);
5. To provide charitable benefits to the sponsor children and their immediate family members to include broadly defined medical, safety, nutritional, hygienic, communications, household and living necessities, all as determined by the Board;

6. To fund necessary travel, transportation, equipment and accommodations of Foundation and engaged personnel to accomplish Foundation Purposes;

7. To raise funds through private and public solicitations for purposes of initiating and maintaining the foregoing Purposes;

8. The Foundation shall be non-political and non-sectarian in its activities and shall discriminate against no person, group or area by race, religion, color, sex or national origin;

9. The Foundation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to Foundations that qualify as exempt Foundations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

10. No part of the net earnings of the Foundation shall inure to the benefit of, or be distributable to its Directors, trustees, Officers, or other private persons, except that the Foundation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the Foundation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Foundation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Foundation shall not carry on any other activities not permitted to be carried on (a) by an Foundation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an Foundation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

#### **ARTICLE IV** **Powers**

In furtherance and not in limitation of the general powers conferred upon nonprofit corporations by the laws of the State of Washington, and in furtherance and not in limitation of the objects and purposes set forth in these Articles, which are consistent with 26 U.S.C. § 501 (c) of the Internal Revenue Code, this Foundation shall have and exercise all powers necessary for, incidental to, desirable for, or useful or convenient in carrying out each and all of its objects and purposes, express or implied. These powers shall include, but not be limited to the following:

1. Power to Carry Out Objects and Purposes. The power to do any and all things set forth or included in these Articles by implication or otherwise as an object or purpose or otherwise, either alone, as an agent, as principal through the agency of others, by contract with any person, firm, association, partnership or corporation, as a joint venturer or partner, and in any other manner whatsoever.

2. Power to Deal with Business Privileges. The power to apply for, obtain, lease, register, purchase or otherwise acquire, hold, own, control, sell, and dispose of letters patent, patents, patent rights, rights to patents pending, applications for patents, copyrights, licenses and privileges, inventions, improvements, processes, trademarks and trade names, labels, brands, franchises, dealerships, and any other rights, permits or privileges of any kind or character whatsoever relating to or useful in connection with any business of the Foundation, and to use, develop, exercise, grant license in respect of, sell, let, protect, maintain, exchange or otherwise deal in and with the same.

3. Power to Acquire and Operate Other Businesses. The power to acquire rights in and acquire all or any part of the good will, rights, assets, business and property of, and to assume, pay, compromise or discharge all or any part of the liabilities of any person, firm, association, proprietorship, partnership, joint venture, corporation, or other business entity; the power to pay for the same in cash, bonds, debentures, notes, assets of any character whatsoever or otherwise; the power to hold, operate, carry on, improve, add to, and dispose of the whole or any part of any assets or businesses so acquired, and to exercise all the powers necessary, desirable, or convenient concerning the conduct and management of such businesses, regardless of whether such powers be herein expressed and whether the business be one included by implication or otherwise, in the objects and purposes herein set out.

4. Power to Enter Into and Perform Contracts. The power to enter into, make, perform, assume and carry out contracts of every kind for any lawful purpose, without limitation as to amount and with Directors or Officers if such Contracts are at arm's length, at market rate of compensation and approved by a majority of disinterested Directors.

5. Power to Borrow. The power to borrow money and to issue its notes, bonds, debentures or other evidences of indebtedness and the power to secure, at its option, any of the same by mortgage or otherwise, of any of its real, mixed or personal property.

6. Power to Lend. The power to lend money on such security as it shall determine or without security; to acquire any kind of property by foreclosure, seizure, or otherwise, and to deal with the same as a natural person could or might do; to exercise any and all powers necessary, desirable, incidental or convenient in order to secure or enforce any rights of any kind and in any capacity growing out of any relationship, legal instrument, assets or property in which it has or might have any interest, legal or equitable.

7. Power to Use Fictitious Name. The power to carry on business in its own name, in any assumed name, and through any partially or wholly owned business entity and to sue and be sued in its own name and any assumed name.

8. Power to Act as Incorporator/Executor. The power to act as an incorporator/executor of business entities formed to carry on any part or parts of the Foundation's objects, purposes and functions.

9. Power to Act in Fiduciary or Representative Capacity. The power to act as agent, trustee, guardian, executor, administrator, broker and in any other representative or fiduciary capacity, with or without revealing such relationship; the power to accept and execute trusts, whether created by will, grant or order of any court and regardless of the kind of fiduciary relationship or the kind of assets held or to be held by it as such fiduciary; and the power to carry out all responsibilities upon it imposed by the instrument or order creating the relationship, including the exercise of powers not specifically or by implication herein set forth.

10. Power to Guarantee Obligations. The power to guarantee the obligation of and to act as surety for any person, partnership, association, corporation, joint venture, or business or other entity of any kind or character, including the power to mortgage, pledge, or otherwise hypothecate its property, both real and personal, to secure the payment of debts and obligations of others.

11. Power to Deal in Real Property. The power to buy, acquire, acquire rights in, hold, lease (as lessee or lessor), sell, transfer, convey and otherwise dispose of improved or unimproved real property and interest therein of every kind and description, whether or not in possession.

12. Rulemaking and Enforcement Powers. The power to make, adopt, amend, add to, revise, or modify, and enforce rules and regulations for the control, management, restriction and protection of all or and part of its Institutional or Endowment Funds, consistent with RCW 24.55. Provided, however, that all rules and regulations adopted by the Foundation shall be consistent with the laws and constitution of Washington State, the laws of the county in which the Foundation is situate, and the provisions of 26 U.S.C. § 501 (c) of the Internal Revenue Code, and that all rules and regulations shall be plainly printed or typewritten and maintained in the Registered Office of the Foundation for inspection, or at such other place as the Foundation may prescribe.

13. Incidental Powers. Subject to the limitations imposed by 26 U.S.C. § 501(c) of the Internal Revenue Code, as amended, and the Washington State Constitution, this Foundation shall have the power to do any and all other acts and things, and to have and to exercise any and all further powers which a natural person or co-partnership could do and exercise; the power and authority to exercise any and all further powers now or hereafter belonging to or conferred upon nonprofit corporations; and the power to have and to exercise any and all other and further powers necessary, convenient, incidental, desirable or useful in any manner whatsoever in the exercise of the powers set forth in these Articles or carrying out the objects and purposes set forth in these Articles. All of these powers, whether herein specifically set out or contained by implication, shall not be deemed in any manner whatsoever to be exclusive and shall be in furtherance of and not in limitation of the general corporate powers of nonprofit corporations, conferred by the laws of the State of Washington, but shall be subject to the limitations imposed by 26 U.S.C. § 501(c) of the Internal Revenue Code, as it from time to time may be amended.

**ARTICLE V**  
**Limitation on Powers**

1. *Prohibition Against Private Inurement.* No part of the net earnings of the Foundation shall inure to the benefit or be distributed to its Directors, Officers, Trustees, Employees or other private persons, except that the Foundation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Foundation in carrying out one or more of its purposes or contract services with the Foundation if proper under Article IV, Section 4.

2. *Prohibition Against Specific Activities.*

- a. Notwithstanding any other provision of these Articles, this Foundation shall not carry on nor engage in any activities not permitted to be carried on (i) by a corporation exempt from federal income tax under 26 U.S.C. § 501(c) of the Internal Revenue Code, or the corresponding provision of any future United States Internal Revenue law, or, (ii) by a corporation, contributions to which are deductible under 26 U.S.C. § 170 of the Internal Revenue Code, or the corresponding provision of any future United States Internal Revenue law.
- b. Notwithstanding any other provision of these Articles, this Foundation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Foundation.
- c. No substantial part of the activities of the Foundation shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation. The Foundation shall not participate in or intervene in, including the publishing or distribution of statements, any political campaign on behalf of or in opposition to any candidate for public office, nor shall the Foundation, through any of its entities or funds, distribute any funds in furtherance of the influence of legislation or toward any political campaign of any kind.

**ARTICLE VI**  
**Registered Office**

The address of the initial Registered Office of the Foundation is: 8836 Gage Blvd., Suite 204A, Kennewick, Washington 99336, and the name of its initial Registered Agent at such address is: Roth Business Services, PLLC, Albert Coke Roth, III, ESQ, Manager. The written consent of such person to serve as the initial registered agent is attached to these Articles.

**ARTICLE VII**  
**Board of Directors**

Except as otherwise provided in these Articles of Incorporation and the Bylaws of the Foundation, the management of this Foundation shall be vested in a Board of Directors. The qualification and number of Directors shall be fixed by the Bylaws of this Foundation; provided, however, that the initial Directors and their respective offices held as offices shall be as follows:

	<u>Name</u>	<u>Address</u>	<u>Office</u>
1.	LINDA CHENARD	13458 Rising Wolf Drive Big Fork, MT Phone: 406-471-7832	Director
2.	MARK YADEN	193103 E. 247 PRSE Kennewick, WA 99337 Phone: 509-845-2704	Director
3.	MONTGOMERY INGERSOLL	189339 E. 36 <sup>th</sup> Ave. Kennewick, WA 99337 Phone: 509-987-7567	Director
4.	KEITH WITWER	6012 W. Yellowstone Ave. Kennewick, WA 99336 Phone: 509-727-7585	Director
5.	TERRY SMITH	PO Box 2241 Big Fork, MT 59911 Phone: 406-837-4665	Director
6.	JOHN MULISA	PO Box 571 Butare, Rwanda Africa	Director

**ARTICLE VIII**  
**Election of Directors**

The Directors shall be elected by the Directors of the Foundation. The manner in which the Directors are to be elected shall be as specified in the Bylaws of the Foundation. The Board of Directors may establish non-voting Director positions or create committee positions for persons not otherwise elected to the Board of Directors by the Directors.

## **ARTICLE IX**

### **Corporate Officers and Their Powers and Duties**

The Officers of the Foundation shall consist of President, one or two Vice Presidents, Secretary and Treasurer. The several Officers of the Foundation shall have such powers and shall perform such duties as specified in the Bylaws of the Foundation. Whenever the Board of Directors may so order, any two offices, the duties of which do not conflict, may be held by one person, with the exception of the offices of President and Secretary.

## **ARTICLE X**

### **Election of Officers**

The Directors shall elect such Officers of the Foundation from time to time as it deems necessary in the conduct of the business and affairs of the Foundation for such terms and in such manner as shall be provided for in the Bylaws of the Foundation.

## **ARTICLE XI**

### **Directors of the Foundation/Non-Voting Members of the Foundation**

There may be classes of voting and nonvoting Members as established in the Bylaws. The amount and payment of annual dues and other membership qualifications shall be established by the Board of Directors. The Board may develop an auxiliary of non-voting advocates who assist the Foundation in the discharge of its duties and assist in raising funds for Foundation purposes.

## **ARTICLE XII**

### **The Endowment Fund**

1. The Foundation may establish, maintain and operate an inviolable Endowment Fund as allowed under RCW 24.55, The Washington Uniform Prudent Management of Institutional Funds Act, as amended, which shall be managed consistent with RCW 24.55. The Endowment Fund governing body shall be the Directors of the Foundation or a committee of the Foundation organized for that purpose. The Directors may directly manage the Endowment Fund or may appoint a Bank or Trust Company qualified to engage in the trust business, and such Bank or Trust Company shall be authorized to receive and accept the funds deposited in the Endowment Fund in existence at the time of the appointment. The governing body or appointed Bank or Trust Company shall be allowed reasonable compensation for the administration of the Endowment Fund, provided, however, that the compensation the governing body shall not exceed in the aggregate the customary fee charged by Banks or Trust Companies for like services. Such fees shall not be paid from the principal. The governing body shall, annually, within ninety (90) days after the end of the calendar or fiscal year of the Foundation, make and keep on file for seven (7) years a true and correct written report, verified by oath of an Officer of the Foundation or by the

oath of one or more of the Directors, showing the actual condition of the Endowment Fund. Provided, further, the Foundation is authorized and required to distribute all earnings from the Endowment Fund, consistent with RCW 24.55 and these Articles, that shall inure to the benefit of selected Donors, as the governing body, in its sole discretion, shall determine.

2. Upon dissolution of this Foundation, subject to after paying or making provision for the payment of all the liabilities of the Foundation, and after returning assets held by the Foundation that require return to the donor at the time of dissolution, the Board of Directors shall distribute all of the remaining assets of the Endowment Fund to a non-profit 501(c)(3) tax exempt Foundation or agency that has purposes similar purposes as the Foundation, within or without the State, which the Board, by a two-thirds (2/3) majority, shall determine. If, upon such dissolution of the Foundation, if the successor is not then in existence or qualified as an exempt Foundation as provided above, all assets shall be distributed to such Foundation or Foundations as shall still qualify at the time as an exempt Foundation or Foundations under applicable tax law, as the Board of Directors shall determine. Any of such assets not disposed of in accordance with the above provisions shall be disposed of by a court of competent jurisdiction in the county in which the business of the Foundation is situate in any manner which furthers the purposes of the Foundation as set forth in these Articles. In no event shall any of the Foundation's assets be distributed to the Directors, Officers or Employees of the Foundation.

### **ARTICLE XIII**

#### **Bylaws**

The Board of Directors is authorized to make, alter, amend, or repeal the Bylaws of this Foundation as provided in the Bylaws.

### **ARTICLE XIV**

#### **Limitations on Distributions**

This Foundation shall have no capital stock. Furthermore, no part of the net earnings of this Foundation shall inure in whole or in part to the benefit of, or be distributable to, any Director or Officer or other individual having a personal or private interest in the activities of the Foundation, or to any person or Foundation other than an Foundation which is exempt from federal income taxation under 26 U.S.C. § 501(a) and 501(c) of the Internal Revenue Code, except that the Foundation shall be authorized and empowered to pay reasonable compensation for services rendered, to make reimbursement for reasonable expenses incurred in its behalf, and to make payments and distributions in furtherance of the Purposes stated in Article III. Distributions shall be further limited to the restrictions under the Act or under the Internal Revenue Code.



## **ARTICLE XV**

### **Transactions Involving Directors/Standards For Directors**

The Directors shall, not less than annually execute a "Conflicts of Interest Checklist" and, prior to a meeting of the Board and otherwise whenever any potential transaction occurs, where a Director may have a conflict of interest, such Director shall be sequestered from comment and voting on any such matter where loyalty is potentially divided. Any and all transactions in which a Director, directly or indirectly, gains a pecuniary advantage, such transaction shall be at arm's – length.

1. A Director shall discharge the duties of a Director, including duties as a member of a Committee:

(a) in good faith;

(b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and,

(c) in a manner the Director reasonably believes to be in the best interests of the Foundation.

2. In discharging the duties of a Director, a Director is entitled to rely upon the information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

(a) one or more officers or employees of the Foundation whom the Director reasonably believes to be reliable and competent in the matters presented;

(b) legal counsel, public accountants and other persons as to matters the Director reasonably believes are within the person's professional or expert competence; or,

(c) a committee of the Board of which the Director is not a member if the Director reasonably believes the committee merits confidence.

3. A Director is not acting in good faith if the Director has knowledge concerning the matter in question that makes reliance otherwise permitted by Article XV, Section 2 above unwarranted.

4. A Director is not liable for any action taken as a Director, or any failure to take any action, if the Director perform the duties of the Director's office in compliance with this section.

5. No contracts or other transactions between this Foundation and any other corporation, and no act of this Foundation, shall in any way be affected or invalidated by the fact that any Director of this Foundation is pecuniary or otherwise interested in, or is a Director or Officer of, such other business entity.

6. Any Director, individually, or any business entity of which any Director may be a party to, or may be pecuniary or otherwise interested in, any contracts or transactions of the Foundation; provided, that the fact that such Director or such firm is so interested shall be disclosed to or shall have been known by the Board of Directors or a majority of Directors.

## **ARTICLE XVI**

### **Distributions upon Dissolution**

Upon Dissolution, the assets of the Foundation shall distributed in accordance with RCW 24.03.225, as follows: All liabilities and obligations of the Foundation shall be paid, satisfied and discharged, or adequate provision shall be made therefor; Assets held by the Foundation upon condition requiring return, transfer or conveyance, which conditions occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements; Assets received and held by the Foundation subject to limitations permitting their use only for charitable, religious, eleemosynary, benevolent, educational or similar purposes, but not held upon a condition requiring return, transfer of conveyance by reason of the dissolution, shall be transferred or conveyed to one of more domestic or foreign corporations, societies or Foundations engaged in activities substantially similar to those of the dissolving corporation, pursuant to a plan of distribution adopted in accordance with law.; other assets, if any, shall be distributed in accordance with the provision as the Articles of Incorporation or Bylaws determine the distributive rights of members or any class or classes of members, or provide for distribution to others;, and, any remaining assets may be distributed to such persons, societies, Foundations or domestic or foreign corporations, whether for profit or not for profit, as may be specified in a plan of distribution adopted as provided by law.

## **ARTICLE XVII**

### **Private Foundation**

If this Foundation becomes a private foundation within the meaning of 26 U.S.C. § 509 of the Internal Revenue Code ("Private Foundation"), and as long as its Private Foundation status continues, the following provisions shall apply in the management of its affairs:

1. Each year the Private Foundation shall distribute the income of the Private Foundation, for the purposes specified in Article III, at such time and in amounts at least sufficient to avoid liability for the tax imposed by 26 U.S.C. § 4942 of the Internal Revenue Code;

2. The Private Foundation shall not engage in any act of "self-dealing" (as defined in 26 U.S.C. § 4941(d) of the Internal Revenue Code) which would give rise to any liability for the tax imposed by 26 U.S.C. § 4941(a) of the Internal Revenue Code;

3. The Foundation shall not sell, exchange, distribute, or otherwise dispose of any "excess business holdings" (as defined in 26 U.S.C § 4943(c) of the Internal Revenue Code) which would give rise to any liability for the tax imposed by 26 U.S.C. § 4943(a) of the Internal Revenue Code;

4. The Private Foundation shall not make any investments which would jeopardize the carrying out of any of its exempt purposes (within the meaning of 26 U.S.C. § 4944 of the Internal Revenue Code) and which would, therefore, give rise to any liability for the tax imposed by 26 U.S.C. § 4945(a) of the Internal Revenue Code.

5. The Private Foundation shall not make any "taxable expenditures" (as defined in 26 U.S.C. § 4945(d) of the Internal Revenue Code) which would give rise to any liability for the tax imposed by 26 U.S.C. § 4945(a) of the Internal Revenue Code.

### **ARTICLE XIII**

#### **Amendments**

This Foundation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation by the affirmative vote of a 2/3rds majority of the Directors present at a meeting of the Directors where not less than 75% of the Directors are present. Provided, however, that all alterations, amendments or repeals shall, at all times, be consistent with 26 U.S.C. § 501(c)(3) of the Internal Revenue Code, as it now exists or as hereafter amended.

### **ARTICLE XIX**

#### **Incorporator**

The name and residence of the Incorporator who forms this Foundation is MARK YADEN.

### **ARTICLE XX**

#### **Exemption of Private Property**

The Incorporator, Directors, Officers and Agents of the Foundation and their property shall be forever exempt from liability or assessment for the Foundation's debts, obligations, or engagements.

## ARTICLE XXI

### Indemnity

1. Right to Indemnification. Each Person who was, is, or will be threatened to be made a party to, or is otherwise involved (including, without limitation, as a witness) in any threatened, pending or completed action, suit, claim or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal ("*Proceeding*"), by reason of the fact that he or she is or was a Director or Officer of the Foundation, or that being or having been a Director or Officer of the Foundation, he or she is or was serving at the request of the Foundation as a Director, Officer, Trustee, Employee or Agent of another business entity, corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise ("*Indemnitee*"), whether the basis of a Proceeding is an alleged action in an official capacity, or in any other capacity, while serving as a Director, Manager, Officer, Trustee, Employee or Agent, shall be indemnified and held harmless by the Foundation against all losses, claims, damages (compensatory, exemplary, punitive or otherwise), liabilities and expenses (including attorney's fees, costs, judgments, fines, ERISA excise taxes or penalties, amounts to be paid in settlement and any other expenses) actually and reasonably incurred or suffered by the Indemnitee in connection with the Proceeding, and the indemnification shall continue as to an Indemnitee who has ceased to be a Director, Manager or Officer of the Foundation, or a Director, Manager, Officer, Trustee, Employee or Agent of another business entity, corporation, partnership, joint venture, trust employee benefit plan or other enterprise and shall insure to the benefit of the Indemnitee's heirs, executors and administrators. Except as provided in Section 4, with respect to Proceedings seeking to enforce rights to indemnification, the Foundation shall indemnify the Indemnitee in connection with a Proceeding (or part of a Proceeding) initiated by the Indemnitee only if a Proceeding (or part of a Proceeding) was authorized or ratified by the Directors and Managers of the Foundation. The right of indemnification conferred in this Section 1 shall be a contract right.

2. Restrictions on Indemnification. No indemnification shall be provided to any Indemnitee for acts or omissions of the Indemnitee finally adjudged to be intentional misconduct or a knowing violation of law, for conduct of the Indemnitee finally adjudged to be in violation of the Act (or applicable provisions of RCW 23B, specifically RCW 23B.08.310 which extends liability to Persons for authorizing, making or accepting unlawful distributions)), for any transaction with respect to which it was finally adjudged that the Indemnitee personally received a benefit in money, property or services to which the Indemnitee was not legally entitled or if the Foundation is otherwise prohibited by applicable law from paying indemnification. Notwithstanding the foregoing, if the Act or applicable provisions of RCW 23B are amended, the restrictions on indemnification set forth in this Section 2 shall be as set forth in the amended statutory provision. No such entitlement to indemnity shall eliminate or limit the liability of a Person for any act or omission occurring prior to the date of the filing of these Articles.

3. Advancement of Expenses. The right to indemnification conferred in this Section 3 shall include the right to be paid by the Foundation for the expenses incurred in defending any Proceeding in advance of its final disposition (“Advancement of Expenses”). An Advancement of Expenses shall periodically be made upon delivery to the Foundation of an undertaking (“Undertaking”), by or on behalf of the Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that the Indemnitee is not entitled to be indemnified.

4. Right of Indemnitee to Bring Suit. If a claim under Sections 1 or 3 of this Article XXI is not paid in full by the Foundation within 60 days after a written claim has been received by the Foundation, except in the case of a claim for an Advancement of Expenses, in which case the applicable period shall be 20 days, the Indemnitee may, at any time thereafter, bring suit against the Foundation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Foundation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Indemnitee shall be entitled to be paid also the expense of litigating the suit. The Indemnitee shall be presumed to be entitled to indemnification under this Section 4 upon submission of a written claim (and, in an action brought to enforce a claim for an Advancement of Expenses, when the required Undertaking has been tendered to the Foundation) and thereafter, the Foundation shall have the burden of proof to overcome the presumption that the Indemnitee is so entitled.

5. Procedures Exclusive. Pursuant to the Act or any successor provision, the procedures for indemnification and the Advancement of Expenses set forth in this Section 5 are in lieu of the procedures required by the Act or RCW 23B, or any successor provision.

6. Non-exclusivity of Rights. Except as set forth in Section 5, of this Article XXI, the right to indemnification and the Advancement of Expenses conferred in this Section 6 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or Bylaws of the Foundation, general or specific action of the Directors, contract or otherwise. Notwithstanding any amendment or repeal of this Section 6, or of any amendment or repeal of any of the procedures that may be established by the Officers or Directors pursuant to this Section 6, any Indemnitee shall be entitled to indemnification in accordance with the provisions of this Articles of Incorporation and those procedures with respect to any acts or omissions of the Indemnitee occurring prior to the amendment or repeal.

7. Insurance, Contracts and Funding. The Foundation may maintain insurance, at its expense, to protect itself and any Director, Officer, Trustee, Employee, or Agent of the Foundation, or another Foundation, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Foundation would have the authority or right to indemnify the person against the expense, liability or loss under the Act or

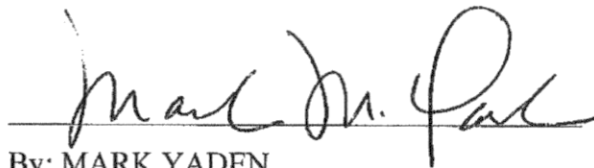
RCW 23B or other law. The Foundation may enter into contracts with any Director, Officer, Trustee, Employee or Agent of the Foundation in furtherance of the provisions of this Section 7 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of the amounts as may be necessary to effect indemnification, as provided in this Section 7.

8. Indemnification of Employees and Agents of the Foundation. In addition to the rights of indemnification set forth in Section 1, the Foundation may, by action of the Directors and Officers, grant rights to indemnification and Advancement of Expenses to employees and agents, or any class group of employees and agents of the Foundation (a) with the same scope and effect as the provisions of this Section 8, with respect to indemnification and the Advancement of Expenses of Directors and Officers of the Foundation; (b) pursuant to rights granted or provided by the Act or RCW 23B or other law; or (c) as are otherwise consistent with law, or declaratory judgment compelling such distribution by a court of competent jurisdiction, or an arbitration under authority.

9. Persons Serving Other Entities. Any Person who, while a Director, or Officer of the Foundation is or was serving (a) as a Manager, Director, Officer, Employee, or Agent of another Foundation or corporation, of which a majority of the shares entitled to vote in the election of its Managers or Directors or Officers is held by the Foundation or corporation, or (b) as a Director, Trustee or otherwise in an executive management capacity in a partnership, joint venture, trust, employee benefit plan or other enterprise of which the Foundation or a subsidiary of the Foundation is a general partner or has a majority ownership, shall conclusively be deemed to be so serving at the request of the Foundation and entitled to indemnification and the advancement of expenses under Sections 1 and 3.

10. Person. The term "Person" includes individual or business entities, or trusts.

DATED: 8th of October, 2019



By: MARK YADEN

Its: Incorporator/Executor



