

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF THE
WOODMONT COUNTRY CLUB**

Pursuant to RCW 24.03A.670 of the Washington Nonprofit Corporation Act (the “Act”), the undersigned does hereby submit these Amended and Restated Articles of Incorporation (“Restated Articles”) concerning the Woodmont Country Club. These Restated Articles were voted upon and adopted by the Board of Directors of the Corporation (the “Board”) by a vote of a majority of directors in office at a meeting of the Board held on _____, at which a quorum was present. The members of the Corporation approved these Restated Articles by a vote of a _____ majority of the members present at a meeting of the members held on _____, at which a quorum was present.

Article I: Name

The name of the corporation shall be the “Woodmont Country Club” (hereinafter referred to as the “Corporation”).

Article II: Duration

The Corporation shall have perpetual existence.

Article III: Registered Office and Agent

The address of the initial registered office of the Corporation shall be 26479 Marine View Drive, Des Moines, Washington 98198. The name of the initial registered agent of the Corporation at such address shall be the current President, _____.

Article IV: Purposes and Powers

Section 1. Purposes. Since its creation in 1915, the Corporation is and has been organized as a social club, within the meaning of Section 501(c)(7) of the Internal Revenue Code of 1986, as amended (the “Code”), formed for the purpose of, including but not limited to: promoting the health, recreation and general welfare of its members and in pursuance thereof, to promote friendly relations, encourage social interaction, and develop open air sports and aquatic exercises among its members, all for the benefit of the members.

Section 2. Powers. In general, and subject to such limitations and conditions as are or may be prescribed by law, or in the Corporation’s Articles of Incorporation or its Bylaws, the Corporation shall have all powers which now or are hereafter conferred by law upon a Corporation organized for the purposes hereinafter set forth, or which are necessary or incidental to the powers so conferred or conducive to the attainment of the purposes of the Corporation.

Article V: Limitations

Section 1. The Corporation is not formed for pecuniary profit or financial gain, and no part of its net earnings, profit or income is distributable to, or shall inure to the benefit of any director, officer, or member of the Corporation or any private individual except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered (unless otherwise provided in the Corporation's Bylaws), and to make payments and distributions in furtherance of the purposes of the Corporation and subject to the limitations of this Article IV, and otherwise to the extent permitted under Section 501(c)(7) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 2. Upon the dissolution of the Corporation or its winding up, after paying or making adequate provision for the payment of all the liabilities of the Corporation, all the remaining assets of the Corporation shall be distributed as determined by the Board of Directors, with some or all of such assets distributed to: the members of the Corporation on an equal basis; a 501(c)(3) organization; or a governmental entity.

Section 3. Notwithstanding any other provisions of these Articles, the Corporation shall not conduct, or carry-on activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(7) of the Code.

Article VI: Members

Consistent with the Washington Nonprofit Corporation Act, the Corporation shall have members with the rights and benefits set forth in the Corporation's Bylaws, which shall control over other definition(s) of member(s) as such term may appear in the Act.

Article VII: Directors

The business affairs of the Corporation shall be governed by a Board of Directors, which may be referenced as a Board of Trustees in the Bylaws, which shall be read to mean the same thing. The number of such directors shall be fixed in the Corporate Bylaws, subject to change from time to time by amending the Corporate Bylaws. The powers and duties, qualifications, officers, terms of office, manner of election, time, and criteria for removal of directors shall be as set forth in the Bylaws of the Corporation.

Article VIII: Director Liability Limitations

A director shall have no liability to the Corporation for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director, or a knowing violation of law by a director, where the director votes or assents to a distribution which is unlawful or violates the requirements of these articles of incorporation, or for any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled. If the Washington Nonprofit Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by the Washington Nonprofit Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Corporation existing

at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

Article IX: Indemnification

Section 1. Right to Indemnification. Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer, he or she is or was serving at the request of the Corporation as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee or agent or in any other capacity while serving as a director, trustee, officer, employee or agent, shall be indemnified and held harmless by the Corporation, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and 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, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking solely to enforce rights to indemnification, 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. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section 1 or otherwise.

Section 2. Right of Claimant to Bring Suit. If a claim for which indemnification is required under Section 1 of this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation), and thereafter the Corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Corporation (including its board of directors, independent legal counsel or its members, if any) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses of the claimant is proper in the circumstances nor an actual determination by the Corporation (including its board of directors, independent legal counsel or its members, if any) that the claimant is not entitled to indemnification or to the

reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 3. Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of members, if any, or disinterested directors or otherwise.

Section 4. Insurance, Contracts and Funding. The Corporation may maintain insurance at its expense to protect itself and any director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such persons against such expense, liability or loss under the Washington Business Corporation Act, as applied to nonprofit corporations. The Corporation may, without further membership action, enter into contracts with any director or officer of the Corporation in furtherance of the provisions of this Article 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 such amounts as may be necessary to effect indemnification as provided in this Article.

Section 5. Indemnification of Employees and Agents of the Corporation. The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

Article X: Bylaws

Subject to the provisions of these Articles of Incorporation, the Bylaws and Washington law, the authority to make, alter, amend or repeal Bylaws is vested in both the members and the Board of Directors as set forth in the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has signed these Restated Articles of Incorporation this _____ day of _____, 20__.

(Signature)

CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, _____, hereby consent to serve as registered agent, in the State of Washington, for the following Corporation: *[add name of corporation]*. I understand that as agent for the Corporation, it will be my responsibility to accept Service of Process in the name of the Corporation; to forward all mail and license renewals to the appropriate officer(s) of the Corporation; and to immediately notify the Office of the Secretary of State of my resignation or of any changes in the address of the registered office of the Corporation for which I am agent.

Date: _____, 20__.

Signature

Name:
Address:

