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ATTACHMENT D

Dated 9-27-04

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

GOAT HILL PROPERTIES

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

Date: 5/6/2004

UBI Number: 602-393-107

APPID: 87063



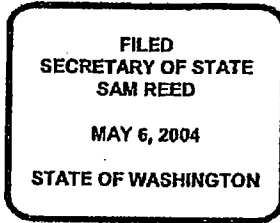
Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

15043

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05/06/2004 406123
\$50.00 Check #103629
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**ARTICLES OF INCORPORATION
OF
GOAT HILL PROPERTIES**

The undersigned hereby executes the following Articles of Incorporation for the purpose of forming a corporation under the provisions of the Washington Nonprofit Corporation Act (Chapter 24.03 of the Revised Code of Washington).

**ARTICLE 1.
NAME**

The name of the corporation shall be Goat Hill Properties (the "Corporation").

**ARTICLE 2.
DURATION**

The Corporation shall have perpetual existence.

**ARTICLE 3.
REGISTERED OFFICE AND AGENT**

The name of the Registered Agent of the Corporation is Hillis Clark Martin & Peterson, P.S. The street address of the Registered Office, which is also the address of the Registered Agent, is 500 Galland Building, 1221 Second Avenue, Seattle, Washington 98101-2925.

**ARTICLE 4.
PURPOSES, POWERS, AND LIMITATIONS**

4.1. **Purposes.** The Corporation shall be organized and operated exclusively for such purposes and activities as permitted by Section 501(c)(3) of the Internal Revenue Code, including, but not limited to, the following purposes:

- (1) To assist in the erection and maintenance of public buildings, monuments, facilities, housing, or works;
- (2) To combat community deterioration and to carry out neighborhood revitalization and community economic development by receiving and administering funds exclusively for educational and charitable purposes;
- (3) To promote social welfare and education through cooperative programs with governmental entities; and
- (4) To undertake activities which lessen the burdens of government.

4.2. **Powers.** In furtherance of its purposes, the Corporation shall have full power and authority:

(1) To acquire or to receive from any individual, firm, association, corporation, trust, foundation or other governmental subdivision, unit or agency, by deed, gift, purchase, bequest, devise, appointment or otherwise, cash, securities and other property, tangible or intangible, real or personal, and to hold, administer, manage, invest, reinvest, and disburse the principal and income thereof solely for the purposes hereof;

(2) To distribute property for such purposes in accordance with the terms of gifts, bequests, or devises to the Corporation not inconsistent with its purposes, as set forth herein;

(3) To distribute property and to extend financial aid and support through grants, gifts, contributions, or other aid or assistance to qualified Section 501(c)(3) organizations or for their purposes in a manner consistent with the purposes set forth herein;

(4) To receive and maintain a fund or funds, to invest or reinvest such fund or funds, and to apply the income and principal of any funds received to promote the goals and purposes set out herein;

(5) To acquire, improve, own, hold, use, lease, develop, and otherwise deal in and dispose of any real or personal property, or any interest therein, situated in or out of this state, consistent with the purposes set forth herein;

(6) To borrow money and to issue evidences of indebtedness in the form of notes, bonds, mortgages, pledges or other instruments, consistent with the purposes set forth herein;

(7) To perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, to carry out any of the purposes of the Corporation, as set forth in these Articles, including but not limited to the exercise of all other powers and authority enjoyed by non-profit corporations generally under the Washington Nonprofit Corporation Act, within and subject to the limitations of Section 501(c)(3) of the Internal Revenue Code.

4.3. **Limitations.**

4.3.1. *Generally.* Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

4.3.2. *Lobbying restriction and Political Activities Prohibition.* No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as otherwise permitted to an organization described in Section 501(c)(3) of the Internal Revenue Code. The Corporation 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.

4.3.3. *No Distribution of Earnings.* No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered, to make reimbursement for reasonable expenses incurred on its behalf, and to make payments and distributions in furtherance of its purposes stated in Section 4.1.

**ARTICLE 5.
INCORPORATOR**

The name of the incorporator is John Finke, whose address is: c/o National Development Council, 1425 - 4th Avenue, Suite 608, Seattle, Washington 98101-2220.

**ARTICLE 6.
MEMBERS**

The Corporation shall have no members.

**ARTICLE 7.
DIRECTORS**

The Corporation shall have three (3) directors serving as the initial Board of Directors, whose names and addresses are as follows:

Name	Address
Robert Davenport	51 East 42nd Street, #300 New York, NY 10017-5404
Sara L. Loveland	51 East 42nd Street, #300 New York, NY 10017-5404
Ann Vogt	51 East 42nd Street, #300 New York, NY 10017-5404

The initial directors shall serve until the organizational meeting of the Board of Directors and until their successors are elected and qualified.

The powers and duties, number, qualifications, terms of office, manner of elections, and criteria for removal of directors shall be as set forth in the Bylaws of the Corporation; provided, however, that such powers and duties may not be inconsistent with the status of the Corporation as a non-profit corporation which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE 8. DIRECTOR LIABILITY LIMITATIONS

To the full extent that the Washington Nonprofit Corporation Act permits the elimination or limitation of the liability of directors, a director of the Corporation shall not be liable to the Corporation for monetary damages for conduct as a director; provided that the liability of a director shall not be eliminated or limited for acts or omissions that involve intentional misconduct or a knowing violation of law, for approval of distributions or loans contrary to law, or for any transaction from which the director has personally received or will personally receive a benefit in money, property, or services to which the director is not legally entitled.

ARTICLE 9. INDEMNIFICATION

9.1. Indemnitee. The term "Indemnitee" as used in this Article 9 shall mean any 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, being or having been 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 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.

9.2. Right to Indemnification.

9.2.1. Scope. Each Indemnitee shall be indemnified and held harmless by the Corporation, to the full extent permitted by applicable law as then in effect, against all expenses, liability, and loss (including attorneys' fees, judgments, fines, penalties, and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith. Except as provided in Section 9.2.2(b) below, the determination otherwise required by RCW 23B.08.550 shall not be required in connection with indemnification pursuant to this Section 9.

9.2.2. Exceptions.

(a) Such right of indemnification shall not exist where the act or omission of the Indemnitee involves (i) intentional misconduct or a knowing violation

of the law, (ii) a violation of RCW 23B.08.310 (as now in effect or as it may hereafter be amended), or (iii) any transaction in which the Indemnitee has received or will receive a benefit in money, property, or services to which he or she is not legally entitled.

(b) Such right of indemnification shall also not exist where the act or omission of the Indemnitee involves recklessness or gross negligence, unless the Corporation elects by resolution to provide such indemnification pursuant to RCW 23B.08.550(2)(d) (as now in effect or as it may hereafter be amended).

9.2.3. Continuation After Separation. Such right of 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.

9.2.4. Proceeding by Indemnitee. Except as provided in Section 9.3, such right of indemnification shall not exist where the Indemnitee seeks indemnification in connection with a proceeding (or part thereof) initiated by such Indemnitee unless such proceeding (or part thereof) was authorized by the Board of Directors prior to its initiation.

9.2.5. Contract Right; Expenses. The right of indemnification conferred in this Section 9.2 shall be a contract right and shall include the right to have the Corporation pay 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 the Indemnitee, to repay all amounts so advanced if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified under this Section 9.2 or otherwise.

9.3. Right of Claimant to Bring Suit. If a claim under Section 9.2 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 also be entitled to reimbursement for the expenses of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article 9 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 proving by a preponderance of the evidence that the claimant is not so entitled. Neither the failure of the Corporation (including the Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including the Board of Directors or independent legal counsel) 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.

9.4. 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 9 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles, Bylaws, agreement, vote or consent of disinterested directors, or otherwise.

9.5. Insurance, Contract, and Funding. The Corporation may maintain insurance at its own expense to protect itself and any Indemnitee against any expense, liability, or loss against which the Corporation has the power to indemnify pursuant to this Article 9. In addition, the Corporation may maintain insurance against such expense, liability, or loss whether or not the Corporation would have the power to provide indemnification under the Washington Nonprofit Corporation Act. The Corporation may enter into contracts with any director or officer of the Corporation in furtherance of the provisions of this Article 9 and may create trust funds, grant security interests in corporate assets, provide letters of credit, and use such other means as the Corporation deems necessary or appropriate to ensure that indemnification is provided under this Article 9.

9.6. Indemnification of Employees and Agents of the Corporation. The Corporation may, by action of the Board from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to or on behalf of employees and agents of the Corporation with the same scope and effect as the provisions of this Article 9 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 Nonprofit Corporation Act or otherwise.

ARTICLE 10. BYLAWS

Bylaws of the Corporation may be adopted by the Board of Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles. The authority to make, alter, amend or repeal Bylaws is vested in the Board of Directors and may be exercised at any regular or special meeting of the Board of Directors.

ARTICLE 11. DISSOLUTION

Upon the winding up and dissolution of the Corporation, the assets of the Corporation remaining after payment of, or provision for payment of, all debts and liabilities of the Corporation shall be distributed to an organization or organizations recognized as exempt under Section 501(c)(3) of the Internal Revenue Code and used exclusively in a manner consistent with the requirements of Section 501(c)(3) of the Internal Revenue Code.

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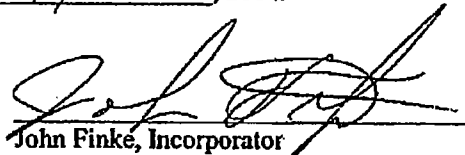
**ARTICLE 12.
INTERNAL REVENUE CODE**

All references in these Articles of Incorporation to sections of the Internal Revenue Code shall be considered references to the Internal Revenue Code of 1986, as from time to time amended, and to the corresponding provisions of any applicable future United States Internal Revenue law, and to all regulations issued under such sections and provisions.

**ARTICLE 13.
AMENDMENTS**

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the directors then in office. Any Articles of Amendment shall contain the following: (i) the date of the meeting of the Board of Directors at which the amendment was adopted, (ii) a statement that the Corporation has no members, and (iii) a statement of the fact that such amendment received the vote of a majority of all the directors then in office.

EXECUTED this 3 day of May, 2004.

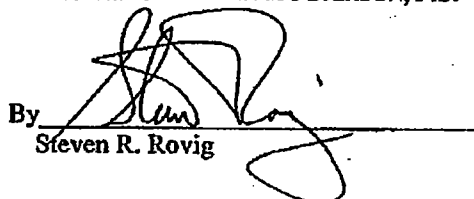

John Finke, Incorporator

CONSENT TO SERVE AS REGISTERED AGENT

HILLIS CLARK MARTIN & PETERSON, P.S. hereby consents to serve as Registered Agent, in the State of Washington, for GOAT HILL PROPERTIES. The undersigned understands that, as agent for the Corporation, it will be the Registered Agent's responsibility to receive service of process in the name of the Corporation; to forward all mail to the Corporation; and to immediately notify the Office of the Secretary of State in the event of the Registered Agent's resignation, or of any changes in the registered office address of the Corporation for which it is agent.

EXECUTED this 4th day of May, 2004.

HILLIS CLARK MARTIN & PETERSON, P.S.

By 
Steven R. Rovig