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RESTATED ARTICLES OF INCORPORATION
OF

INLAND NORTHWEST REGION, P.C.A.

We, the undersigned, acting as the incorporators of a corporation under the provisions of the Washington Non-Profit Corporation Act (RCW 24.03), adopt the following Restated Articles of Incorporation for such corporation. These Restated Articles correctly set forth, without change, the provisions of the Articles of Incorporation, as amended, and supercede the original Articles of Incorporation and all amendments thereto.

ARTICLE I

Corporate Name. The name of the corporation shall be INLAND NORTHWEST REGION, P.C.A. (hereafter "INWR-PCA")

ARTICLE II

Duration. The duration of INWR-PCA shall be perpetual.

ARTICLE III

Corporate Purpose. The purposes for which INWR-PCA is formed are:

1. The furtherance and promotion of:
 - a. The highest standards of courtesy and safety on the roads.
 - b. The enjoyment and sharing of good will and fellowship engendered by owning a Porsche and engaging in such social or other events as may be agreeable to the membership.
 - c. The maintenance of the highest standards of operation and performance of the marque by sharing and exchanging technical and mechanical information.
 - d. The establishment and maintenance of mutually beneficial relationships with the Porsche works, Porsche dealers, and other service sources to the end that the marque shall prosper and continue to enjoy its unique leadership and position in sports car annals.
 - e. The interchange of ideas and suggestions with other Porsche Clubs throughout the world and in such co-operation as may be desirable.
 - f. The establishment of such mutually co-operative relationships with other sports car clubs as may be desirable.

2. To receive, accept and maintain monies or property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the charitable purposes of this non-profit corporation, or by contributions to organizations that qualify as exempt organizations under Section 501(c)(7) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.
3. No part of the net earnings of INWR-PCA shall inure to the benefit of any Member or Director of INWR-PCA, or any private individual (except that reasonable compensation may be paid for services rendered to or for INWR-PCA affecting one or more of its purposes), and no Member or Director of INWR-PCA or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of INWR-PCA.
4. Notwithstanding any other provisions of these Articles, INWR-PCA shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(7) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

ARTICLE IV

Corporate Offices. The permanent office of INWR-PCA shall be INWR-PCA, P.O. Box 206, Richland, WA 99352. The principal office of INWR-PCA shall be located at the residence of its duly elected President, or at the residence of his successor, in the event of the President's disability or disqualification.

ARTICLE V

Corporate Directors.

1. The number of Directors of INWR-PCA shall be fixed by the Bylaws, except there shall never be less than three (3) Directors.
2. The qualifications, election and terms of the Corporate Directors shall be as set forth in the Bylaws.

ARTICLE VI

Interest of Corporate Directors.

1. Any Officer, Director, or Member (hereinafter referred to generally as "interested persons") individually, or any firm of which any interested person is a partner, or any private firm of which any interested person may be an Officer, Director, employee, or holder of any amount of its capital stock or other ownership interest may be a party to or may be interested in any contract or transaction of INWR-

PCA and, in the absence of actual fraud, no such contract or other transaction shall be thereby affected, impeached, or invalidated.

2. No interested person shall be liable to account to INWR-PCA for any profit realized by him or her from or through any such transaction or contract provided that such contract or transaction shall be approved or ratified by the affirmative vote of Directors who are not so interested constituting a majority of a quorum of Directors present at a meeting of the Board of Directors of INWR-PCA having authority in the premises.
3. Directors interested in any contracts or transactions of the types described in the foregoing paragraphs may be counted when present at meetings of the Board of Directors or of any committee for the purpose of determining the existence of a quorum to consider and vote upon any such contract or transaction.

ARTICLE VII

Limitation of Director Liability. Except to the extent otherwise required by applicable law (as presently in effect and as hereafter amended), a Director of INWR-PCA shall not be personally liable to INWR-PCA or its Members for monetary damages for conduct as a Corporate Director, except for liability of the Director (i) for acts or omissions which involve intentional misconduct by the Director or a knowing violation of law by the Director or (ii) for any transaction from which the Director personally receives a benefit in money, property or services to which the Director is not legally entitled. If the Washington Nonprofit Corporation Act or the Washington Business Corporation Act is amended to authorize further eliminating or limiting the personal liability of Directors, then the liability of a Director shall be eliminated or limited to the fullest extent permitted by the Washington Nonprofit Corporation Act and the Washington Business Corporation Act, as so amended, without any requirement of further action by INWR-PCA, or its Members or Directors.

ARTICLE VIII

Indemnification.

1. INWR-PCA shall indemnify any Director of INWR-PCA who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in INWR-PCA, to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors, INWR-PCA may indemnify an Officer, Employee, or Agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of INWR-PCA. Reasonable expenses incurred by a Director, who is involved in any capacity in a proceeding by reason of the position held in INWR-PCA, shall be advanced by INWR-PCA to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter

amended, unless and until it is determined that such person is not entitled to be indemnified.

2. The Board of Directors of INWR-PCA shall have the right to designate the counsel who shall defend any person or entity that may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights which any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles of Incorporation, the Bylaws of the corporation, a vote of the Board of Directors of the corporation, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any Director, Officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.
3. Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the opinion of legal counsel, payment of such indemnification would cause INWR-PCA to lose its tax exempt status, if any, from federal income taxation.

ARTICLE IX

Corporate Membership. Members of INWR-PCA shall be as follows:

1. Membership in INWR-PCA shall be restricted to owners, lessees, or co-owners of Porsches, who are eighteen (18) years of age or older, and to such other persons interested in INWR-PCA and its objectives as provided in Sections 2.b., 2.c., and 2.d. of this Article. A Porsche is defined as an automobile body and suspension which is basically as manufactured by or designated as a Porsche automobile by Porsche AG, or its successor, that is powered by an engine which is basically one which was installed in such bodies by the manufacturer of such automobiles; although not necessarily in the body concerned. The word "co-owner," in addition to its usual meaning, shall include a person who holds a substantial stock ownership in a franchised Porsche dealership or distributorship."
2. The classes of membership in INWR-PCA shall be as follows:
 - a. **ACTIVE** - Any owner, lessee, or co-owner of a Porsche, acceptable to INWR-PCA who is 18 years of age or older, having paid dues and fees as required, and may include (if requested by the active Member) as a Family-active Member, one other person of the active Member's immediate family, also 18 years of age or older, restricted to wife, husband, partner, brother, sister, son, daughter, mother or father, whether qualified for active membership by ownership of a Porsche or not.
 - b. **ASSOCIATE** - Any active member who ceases to own, lease, or co-own a Porsche while in good standing, or any person, employed by a Porsche-

oriented business, interested in INWR-PCA and its objectives having paid dues and fees as required. A person of the associate Member's family who has been a Family-active Member as in (a.) above, may continue as a Family-Associate Member similarly.

- c. HONORARY - Any person who, on the affirmative vote of the Porsche Club of America, Inc. National Executive Council, is deemed to merit recognition for outstanding interest in or service to the National Club. Such membership shall be limited to one year, but may, upon the affirmative vote of the National Executive Council be renewed.
- d. LIFE - Any person who, upon the three-fourths vote of the Porsche Club of America, Inc. National Board of Directors is deemed to have performed such extraordinary service to the National Club to warrant this signal Honor. Each National President, upon termination of his elected term, shall automatically be a Life Member without such vote. A life Member shall be considered as an Active Member, may name a Family Member under (a.) above, and the Regional refund shall be made by the National Club in the-amount refunded for an Active Member.
- e. AFFILIATE MEMBER - A person, 18 years of age or older, named by the Active Member at the time of joining or at any renewal of membership in lieu of a Family-active Member.

ARTICLE X

Original Incorporators. The names and addresses of the original incorporators were:

Harold C. Copeland	209 Atkins Avenue	Richland, Washington 99352
Thomas N. Zirbel	1405 S.E. Columbia Center Blvd.	Richland, Washington 99352
David S. Ullman	1957 Peach Tree Lane	Richland, Washington 99352
Spencer L. Mitchell	4222 West Klamath Avenue	Kennewick, Washington 99336

ARTICLE XI

Dissolution. Upon the dissolution of INWR-PCA, or the winding up of its affairs, the assets of INWR-PCA shall be distributed to any Regional Club or the National Club of Porsche Club of America, Inc. which would qualify under the provisions of Section 501(c) (7) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

IN WITNESS WHEREOF we have hereunto set our hands and seals to these Restated Articles of Incorporation this 18 day of June, 2013.

[Signature]

President

[Signature]

Vice President

[Signature]

Secretary

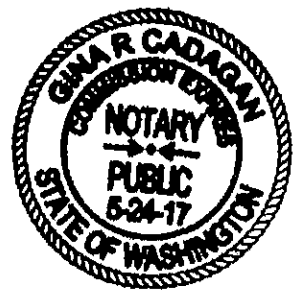
[Signature]

Current Past President

STATE OF WASHINGTON)
 : ss.
COUNTY OF SPOKANE)

On this day personally appeared before me Mr. Klaus Huschke, Bill Massy, Keith Martin and Matthew Gerber to me known to be the individuals described in and who executed the within and foregoing Instrument, and they acknowledged to me that they signed the same as their free and voluntary act and deed.

GIVEN under my hand and official this 18 day of June, 2013.



[Signature]

Print Name: Gina R. Cadogan
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My Commission Expires: 5-24-17

