

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

VENTURE COMMERCE CENTER - SNOQUALMIE CONDOMINIUM ASSOCIATION

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

Date: 10/27/2006

UBI Number: 602-663-772

APPID: 695966



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

Sam Reed

Sam Reed, Secretary of State

602 663 772

FILED
SECRETARY OF STATE

OCT 27 2006

**ARTICLES OF INCORPORATION
OF
VENTURE COMMERCE CENTER - SNOQUALMIE STATE OF WASHINGTON
CONDOMINIUM ASSOCIATION**

The undersigned, in order to form a non-profit corporation under the Washington Nonprofit Corporation Act, Chapter 24.03 of the Revised Code of Washington ("RCW"), hereby executes the following Articles of Incorporation:

ARTICLE 1. NAME

The name of the corporation is Venture Commerce Center - Snoqualmie Condominium Association.

ARTICLE 2. DURATION

The duration of the corporation shall be perpetual.

ARTICLE 3. PURPOSES

3.1 Purposes

The corporation is organized to serve as the condominium unit owners' association for that certain condominium project known as Venture Commerce Center - Snoqualmie, a Condominium (the "Condominium"), which is located in the City of Snoqualmie, King County, Washington. Accordingly, the corporation shall be subject to all of the terms, provisions and requirements contained in that certain Declaration of Covenants and Restrictions Establishing a Plan for Condominium Ownership for Venture Commerce Center - Snoqualmie, a Condominium (the "Declaration"), the recordation of which created the Condominium, as such Declaration may from time to time be amended. Capitalized terms used but not defined in these Articles shall have the meanings given to them in the Declaration.

3.2 Powers

The corporation shall have all of the rights, powers and authority vested in a unit owners' association under the Washington Condominium Act, RCW Ch. 64.34. Subject to such limitations and conditions as are or may be prescribed by law, by these Articles of Incorporation, or by the Bylaws of the corporation, the corporation shall have the authority to (a) engage in any and all such activities as are incidental or conducive to the attainment of the purposes of the corporation as set forth in Section 3.1 hereof, and (b) exercise any and all powers authorized or permitted under any laws that are now, or hereafter may be, applicable or available to the corporation.

ARTICLE 4. BYLAWS

Prior to the conveyance of the first Unit, the Declarant shall have the power to adopt, amend or repeal the Bylaws of the corporation. From and after the conveyance of the first Unit, the Bylaws of the corporation may be adopted, amended or repealed by a majority vote of the Members of the Association, excluding Declarant; provided that in no event shall the percentage voting power required to amend a specific clause or provision of the Bylaws be less than the percentage of votes required for action to be taken under such clause or provision.

ARTICLE 5. DIRECTORS

5.1 Number

The number of directors of the corporation shall be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified therein.

5.2 Initial Directors

The number of Directors constituting the initial Board of Directors shall be three (3). The names and addresses of the persons who shall serve as the initial Directors are as follows:

Name: Todd Berryhill
Address: 125 E. Sir Francis Drake Blvd.
3rd Floor
Larkspur, CA 94939-1819

Name: E. James Burck
Address: 125 E. Sir Francis Drake Blvd.
3rd Floor
Larkspur, CA 94939-1819

Name: Mark Heavey
Address: 125 E. Sir Francis Drake Blvd.
3rd Floor
Larkspur, CA 94939-1819

5.3 Limitation of Director Liability

A Director of the corporation shall not be personally liable to the corporation or its Members for monetary damages for conduct as a Director, except for liability of the Director (a) for acts or omissions which involve intentional misconduct by the Director or a knowing violation of law by the Director, (b) 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, or (c) for conduct violating RCW 23B.08.310; provided, however, if, at any time after the date hereof, applicable Washington law changes the basis upon which Directors may, under applicable state law, be relieved of personal liability for conduct in their capacity as Directors (the "New Standards"), and such New Standards permit, in some way, more protection than is currently permitted by the standards set forth above, the Directors shall automatically, without any amendment to this Article, be entitled to be

relieved of liability under either the standards set forth expressly in this paragraph or under the New Standards, whichever provides the greater protection.

Any repeal or modification of this Section 5.3 by the Directors or Members of the corporation shall not adversely affect any right or protection of a Director for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal.

ARTICLE 6. MEMBERS

The corporation shall have one class of Members, which shall consist of the owners of the units of the Condominium. The rights, privileges, and obligations of the Members shall be as set forth in the Washington Condominium Act, the Declaration, and the Bylaws of the corporation.

ARTICLE 7. REGISTERED OFFICE AND AGENT

The name of the initial registered agent of the corporation is Corporation Service Company. The address of the initial registered office of the corporation is 6500 Harbour Heights Pkwy, Suite 400, Mukilteo, WA 98275.

ARTICLE 8. DISSOLUTION

Upon dissolution or final liquidation of the corporation, the assets of the corporation shall be distributed among the Members of the corporation in accordance with the Declaration and the Washington Condominium Act.

ARTICLE 9. INDEMNIFICATION

9.1 Indemnification of Directors and Officers

Each person who was, is or is threatened to be made a named party to or is otherwise involved (including, without limitation, as a witness) in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereinafter a "proceeding"), by reason of the fact that he or she is or was a Director or officer of the corporation or, that being or having been such a Director or officer or an employee of the corporation, he or she is or was serving at the request of the corporation as a Director, officer, partner, trustee, employee or agent of another corporation or of a partnership, joint venture, trust, employee benefit plan or other enterprise (hereinafter an "indemnitee"), whether the basis of a proceeding is alleged action in an official capacity as such a Director, officer, partner, trustee, employee or agent or in any other capacity while serving as such a Director, officer, partner, trustee, employee or agent, shall be indemnified and held harmless by the corporation against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a Director, officer, partner, trustee, employee or agent and

shall inure to the benefit of the indemnitee's heirs, executors and administrators. Except as provided in Section 9.4 hereof with respect to proceedings seeking to enforce rights to indemnification, the corporation shall indemnify any such indemnitee in connection with the proceeding (or part thereof) initiated by such indemnitee only if the proceeding (or part thereof) was authorized or ratified by the Board of Directors. The right to indemnification conferred in this Section 9.1 shall be a contract right.

9.2 Restrictions on Indemnification

No indemnification shall be provided to any such 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 RCW 23B.08.310, for any transaction with respect to which it was finally adjudged that such indemnitee personally received a benefit in money, property or services to which the indemnitee was not legally entitled or if the corporation is otherwise prohibited by applicable law from paying such indemnification, except that, if RCW 23B.08.560 or any successor provision of the Washington Business Corporation Act is hereafter amended, the restrictions on indemnification set forth in this Section 9.2 shall be as set forth in such amended statutory provision.

9.3 Advancement of Expenses

The right to indemnification conferred in Section 9.1 hereof shall include the right to be paid by the corporation the expenses incurred in defending any proceeding in advance of its final disposition (hereinafter an "Advancement of Expenses"). An Advancement of Expenses shall be made upon delivery to the corporation of an undertaking (hereinafter an "Undertaking"), by or on behalf of such 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 such indemnitee is not entitled to be indemnified for such expenses under this Article 9.

9.4 Right of Indemnitee to Bring Suit

If a claim under this Article 9 is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an Advancement of Expenses, in which case the applicable period shall be 20 days after receipt by the corporation of the required Undertaking, the indemnitee may at any time thereafter bring suit against the corporation 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 corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. The indemnitee 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 an Advancement of Expenses, 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 indemnitee is so entitled.

9.5 Procedures Exclusive

Pursuant to RCW 23B.08.560(2) or any successor provision of the Washington Business Corporation Act, the procedures for indemnification and advancement of expenses set forth in this Article 9 are in lieu of the procedures required by RCW 23B.08.550 or any successor provision of the Washington Business Corporation Act.

9.6 Insurance

The corporation may maintain insurance to protect itself and any Director, officer, partner, trustee, 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 person against such expense, liability or loss under the Washington Business Corporation Act.

9.7 Indemnification of Employees and Agents of the Corporation

The corporation may, by action of the Board of Directors, grant rights to indemnification and Advancement of Expenses to employees, agents and/or any class or group of employees and/or agents of the corporation (a) 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, (b) pursuant to rights granted under, or provided by, the Washington Business Corporation Act, or (c) as are otherwise consistent with law.

9.8 Modification

Any repeal or modification of this Article by the Directors or Members of the corporation shall not adversely affect any right or protection of any individual for or with respect to any acts or omissions of such individual occurring prior to such amendment or repeal.

ARTICLE 10. AMENDMENT

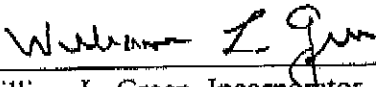
Any amendment to these Articles of Incorporation shall require the approval of at least 67% of the votes of the Members of the corporation and such other approvals as may be required by the Declaration.

ARTICLE 11. INCORPORATOR

The name and address of the incorporator of the corporation is as follows:

William L. Green
c/o Perkins Coie, LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101

IN WITNESS WHEREOF, these Articles of Incorporation have been executed as of this 26th day of October, 2006.



William L. Green, Incorporator

CONSENT TO SERVE AS REGISTERED AGENT

Corporation Service Company hereby consents to serve as Registered Agent in the state of Washington for the following company:

VENTURE COMMERCE CENTER - Snoqualmie
CONDOMINIUM ASSOCIATION

We understand that as registered agent it will be our responsibility to receive service of process on behalf of the company; to forward mail to the company; and to immediately notify the office of the Secretary of State if we resign as registered agent, or if we change our Registered Office Address.

Corporation Service Company

By: 

Date: *October 27, 2006*

Stephen E. Elias, Asst. Vice President