

ARTICLES OF INCORPORATION

OF

QUIMPER EVENTS COLLECTIVE

I, the undersigned, acting as the incorporator of a corporation under the provisions of the Washington Nonprofit Corporation Act (Chapter 24.03 of the Revised Code of Washington), hereby sign and verify the following Articles of Incorporation for such corporation.

Article I: Name

The name of the corporation shall be QUIMPER EVENTS COLLECTIVE (hereinafter referred to as the "Collective").

Article II: Duration

The Collective shall have perpetual existence.

Article III: Registered Office and Agent

The address of the initial registered office of the Collective shall be 310 24TH STREET, PORT TOWNSEND WA 98368. The name of the initial registered agent of the Collective at such address shall be ALEXIS ARRABITO.

Article IV: Purposes and Powers

Section 1. Purposes. The Collective is organized exclusively for charitable, scientific, literary and educational purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, including but not limited to the following:

A. TO PROMOTE EAST JEFFERSON COUNTY (“THE QUIMPER PENINSULA”) AS THE PREMIER EVENT AND WEDDING DESTINATION ON THE GREATER OLYMPIC PENINSULA.

B. TO BUILD A STRONG AND INCLUSIVE COMMUNITY OF TALENTED EVENT PROFESSIONALS AND CREATIVES ON THE QUIMPER PENINSULA THROUGH NETWORKING AND CONTINUING EDUCATION OPPORTUNITIES

C. TO ADVANCE PROFESSIONAL SKILLS AND RESOURCES AVAILABLE TO EVENT PROFESSIONALS AND CREATIVES BASED ON THE QUIMPER PENINSULA.

D. TO CREATE AND MAINTAIN A CENTRALIZED ONLINE DIRECTORY OF LOCAL EVENT PROFESSIONALS AND CREATIVES IN SERVICE OF OUR COMMUNITY AND BEYOND

E. To aid, support, and assist by gifts, contributions or otherwise, other corporations, community chests, funds and foundations organized and operated exclusively for charitable, scientific, or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation.

F. To do any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be persons or organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments, or agencies.

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

Article V: Limitations

All of the purposes and powers of the Collective shall be exercised exclusively for charitable, scientific, and educational purposes in such manner that the Collective shall qualify as an exempt organization under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the “Code”) or any successor provision, and that contributions to the Collective shall be deductible under Section 170(c)(2) of the Code or any successor provision.

No substantial part of the activities of the Collective 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)(6) of the Code or any successor provision. The Collective 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.

Notwithstanding any other provisions of these Articles, the Collective shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal and state income taxes under Section 501(c)(6) of the Code or any successor provision, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code or any successor provision.

No part of the net earnings of the Collective shall inure to the benefit of, or be distributable, to its members (if any), directors, officers, or other private persons, except that the Collective is authorized or empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

Upon the winding up and dissolution of the Collective, the assets of the Collective remaining after payment of, or provision for payment of, all debts and liabilities of the Collective, shall be distributed to an organization or organizations, as determined by the Board of Directors, that recognized as exempt under Section 501(c)(6) of the Code or any successor provision, and used exclusively to accomplish the purposes for which this Collective is organized.

Article VI: Directors

The number of directors constituting the initial Board of Directors of the Collective shall be NINE (9) directors. The names and addresses of the persons who are to serve as the initial directors of the Collective are as follows:

<u>Name</u>	<u>Address</u>
1. Alexis Arrabito	310 24th St Port Townsend WA 98368
2. Stephanie Selle	1240 W Sims Way #252 Port Townsend, WA 98368
3. Heidi Haney	1433B W Sims Way Port Townsend WA 98368
4. Natalie Maitland	200 Battery Way, Port Townsend WA 98368
5. Bethany Mahaffey	105 Magnolia Ave Port Townsend WA 98368
6. Jeanette Bartlett	1012 Lawrence St Port Townsend WA 98368
7. Mia Garcia	431 Water St, Port Townsend, WA 98368
8. Rebecca Faisca	15 Goliah Lane, Port Ludlow WA 98365
9. Jessie Short	70 Breaker Lane Port Ludlow WA 98365

The powers and duties, number, qualifications, terms of office, manner of election, time and criteria for removal of directors shall be as set forth in the Bylaws of the Collective.

Article VII: Director Liability Limitations

A director shall have no liability to the Collective 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 Collective 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 VIII: 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 Collective or, while a director or officer, he or she is or was serving at the request of the Collective 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 Collective, 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 Collective 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 Collective. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the Collective 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 Collective 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 Collective within sixty (60) days after a written claim has been received by the Collective, 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 Collective 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 Collective), and thereafter the Collective shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Collective (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 Collective (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 Collective may maintain insurance at its expense to protect itself and any director, trustee, officer, employee or agent of the Collective or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Collective would have the power to indemnify such persons against such expense, liability or loss under the Washington Business Corporations Act, as applied to nonprofit corporations. The Collective may, without further membership action, enter into contracts with any director or officer of the Collective 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 Collective 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 Collective 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 Collective or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporations Act, as applied to nonprofit corporations, or otherwise.

Article IX: Bylaws

Bylaws of the Collective 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 X: Incorporator

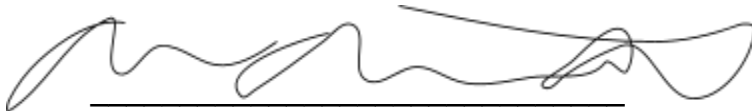
The name and address of the incorporator of the Collective is as follows:

Name
ALEXIS ARRABITO

Address
310 24TH ST PORT TOWNSEND WA 98368

IN WITNESS WHEREOF, the undersigned has signed these Articles of

Incorporation this 31st day of July, 2023.



(Signature)

CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, Alexis Arrabito, hereby consent to serve as registered agent, in the State of Washington, for the following Corporation: **Quimper Events Collective**. I understand that as agent for the Collective, it will be my responsibility to accept Service of Process in the name of the Collective; to forward all mail and license renewals to the appropriate officer(s) of the Collective; 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 Collective for which I am agent.

Date: July 31, 2023.



(Signature)

Alexis Arrabito
310 24th Street
Port Townsend, WA 98368