

**ARTICLES OF INCORPORATION**  
**OF**  
**THE INTELICAD TECHNOLOGY CONSORTIUM**

The undersigned, in order to form a nonprofit corporation under the Washington Nonprofit Corporation Act, Chapter 24.03 of the Revised Code of Washington, hereby executes the following Articles of Incorporation:

**ARTICLE 1. NAME**

The name of the corporation is The IntelliCAD Technology Consortium.

**ARTICLE 2. DURATION**

The duration of the corporation shall be perpetual.

**ARTICLE 3. PURPOSES**

**3.1 Purposes**

The corporation is organized exclusively for the improvement of business conditions for software users within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code").

**3.2 Limitations**

**3.2.1 Nonprofit Status**

The corporation shall not have or issue shares of stock. The corporation is not organized for profit, and no part of its net earnings shall inure to the benefit of any member, Director or officer of the corporation, or any private individual, except that the corporation shall be authorized and empowered to pay reasonable compensation to its members, Directors or officers for services rendered, and to make payments and distributions in furtherance of the purposes of the corporation and subject to the limitations of Sections 3.2.2 and 3.2.3 hereof.

### **3.2.2 Distributions; Dissolution**

No member, Director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the corporation or the winding up of its affairs. Upon such dissolution or 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 by the Board of Directors, for a purpose or purposes similar to those set forth in Section 3.1 hereof, to any other organization that then qualifies for exemption under the provisions of Section 501(c)(6) of the Code. Any such assets not so disposed of shall be disposed of by the Superior Court of King County, Washington, exclusively for a purpose or purposes similar to those set forth in Section 3.1 hereof, or to such organization or organizations, as said court shall determine, that are organized and operated for similar purposes.

### **3.2.3 Prohibited Activity**

Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 501(c)(6) of the Code.

### **3.3 Powers**

In general, and 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 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**

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws of the corporation.

## **ARTICLE 5. DIRECTORS**

### **5.1 Number**

The number of Directors of the corporation shall be determined in the manner provided by the Bylaws and may be increased or decreased from time to time in the manner provided therein.

### **5.2 Initial Director**

The number of Directors constituting the initial Board of Directors shall be one. The name and address of the person who is to serve as the initial Director are as follows:

William Kenneth McGraw  
2211 Elliott Avenue  
Seattle, Washington 98121-1691

## **ARTICLE 6. MEMBERS**

The corporation shall have members. Membership classes, the manner of election or appointment of members, and the qualifications and rights of each class of members shall be as established in the Bylaws of the corporation.

## **ARTICLE 7. LIMITATION OF DIRECTOR LIABILITY**

To the full extent that the Washington Nonprofit Corporation Act (as it exists on the date hereof or as it may hereafter be amended) permits the limitation or elimination of the liability of Directors, a Director of the corporation shall not be liable to the corporation or its members for monetary damages for conduct as a Director. Any amendments to or repeal of this Article 7 shall not adversely affect any right or protection of a Director of the corporation for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal.

## **ARTICLE 8. INDEMNIFICATION**

### **8.1 Right to Indemnification**

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, limited liability company, trust, employee benefit plan or other enterprise (hereinafter an "indemnatee"), 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 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 indemnatee in connection therewith, and such indemnification shall continue as to an indemnatee who has ceased to be a Director, officer, partner, trustee, employee or agent and shall inure to the benefit of the indemnatee's heirs, executors and administrators. Except as provided in Section 8.4 hereof with respect to proceedings seeking to enforce rights to indemnification, the corporation shall indemnify any such indemnatee in connection with a proceeding (or part thereof) initiated by such indemnatee only if the proceeding (or part thereof) was authorized or ratified by the Board of Directors. The right to indemnification conferred in this Section 8.1 shall be a contract right.

## **8.2 Restrictions on Indemnification**

No indemnification shall be provided to any such indemnatee for acts or omissions of the indemnatee finally adjudged to be intentional misconduct or a knowing violation of law, for conduct of the indemnatee finally adjudged to be in violation of Section 23B.08.310 of the Washington Business Corporation Act, for any transaction with respect to which it was finally adjudged that such indemnatee personally received a benefit in money, property or services to which the indemnatee was not legally entitled or if the corporation is otherwise prohibited by applicable law from paying such indemnification, except that if Section 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 8.2 shall be as set forth in such amended statutory provision.

## **8.3 Advancement of Expenses**

The right to indemnification conferred in Section 8.1 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 indemnatee, 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 indemnatee is not entitled to be indemnified for such expenses under this Section 8.3.

#### **8.4 Right of Indemnatee to Bring Suit**

If a claim under Section 8.1 or 8.3 hereof 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, 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 8 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.

#### **8.5 Procedures Exclusive**

Pursuant to Section 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 8 are in lieu of the procedures required by Section 23B.08.550 or any successor provision of the Washington Business Corporation Act.

#### **8.6 Nonexclusivity of Rights**

The right to indemnification and the advancement of expenses conferred in this Article 8 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of these Articles of Incorporation or the Bylaws of the corporation, by general or specific action of the Board of Directors, or by contract or otherwise.

#### **8.7 Insurance, Contracts and Funding**

The corporation may maintain insurance, at its expense, 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. The corporation may enter into contracts with any Director, officer, partner, trustee, employee or agent of the corporation in furtherance of the provisions of this Article 8 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 8.

#### **8.8 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 and agents or any class or group of employees and agents of the corporation (a) with the same scope and effect as the provisions of this Section 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.

#### **8.9 Persons Serving Other Entities**

Any person who, while a Director, officer or employee of the corporation, is or was serving (a) as a director or officer of another foreign or domestic corporation of which a majority of the shares entitled to vote in the election of its directors is held by the corporation or (b) as a partner, trustee or otherwise in an executive or management capacity in a partnership, joint venture, limited liability company, trust or other enterprise of which the corporation or a wholly owned subsidiary of the corporation is a general partner or has a majority ownership shall be deemed to be so serving at the request of the corporation and entitled to indemnification and advancement of expenses under Sections 8.1 and 8.3 hereof.

### **ARTICLE 9. REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the corporation is 1201 Third Avenue, 40th Floor, Seattle, WA 98101-3099, and the name of its initial registered agent at such address is Lawco of Washington, Inc.

### **ARTICLE 10. AMENDMENT TO ARTICLES OF INCORPORATION**

The corporation reserves the right to amend or repeal any of the provisions contained in these Articles of Incorporation in any manner now or hereafter permitted by law.

## **ARTICLE 11. INCORPORATOR**

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

Lorri A. Dunsmore  
1201 Third Avenue, 40<sup>th</sup> Floor  
Seattle, Washington 98101-3099

DATED: July 16, 1999.

/s/ Lorri A. Dunsmore

Lorri A. Dunsmore

## **CONSENT TO APPOINTMENT AS REGISTERED AGENT**

Lawco of Washington, Inc. hereby consents to serve as registered agent in the state of Washington for the following corporation:

### **TheIntelliCAD Technology Consortium**

Lawco of Washington, Inc. understands that as agent for the corporation, it will bear the 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 notify the Office of the Secretary of State immediately of its resignation or of any changes in the address of the registered office of the corporation for which it is agent.

Dated: July 16, 1999.

LAWCO OF WASHINGTON, INC.

By /s/ Denise D. Johnson  
Denise D. Johnson,  
Its Vice President

Lawco of Washington, Inc.  
1201 Third Avenue, 40th Floor  
Seattle, Washington 98101-3099  
(Name and Address of Registered Agent)