

Amended and Restated Articles of Incorporation UBI No: 601 133 793
of
Boeing Employees' Credit Union

Article 1 - Name

The name of the Credit Union is **Boeing Employees' Credit Union**.

Article 2 - Location

The corporate offices of the Credit Union shall be located in King County, Washington.

Article 3 - Organization and Purpose

The Credit Union is a cooperative society organized under Chapter 31.12 RCW as a nonprofit corporation. The purpose of the Credit Union is to engage in the business of a credit union and any other lawful activities permitted to a credit union by applicable law. The duration of the Credit Union shall be perpetual.

Article 4 - Board of Directors

The number of directors shall not be less than five nor more than fifteen. Subject to the foregoing, the number and election of directors of the Credit Union shall be determined in the manner provided by the bylaws of the Credit Union, as may be amended from time to time (the "Bylaws").

Article 5 - Limitation of Liability

To the full extent permitted by applicable law, no director, board officer, board committee member, audit committee member, or officer of the Credit Union shall be personally liable to the Credit Union or others. If applicable law is amended in the future to further eliminate or limit personal liability of such persons, then these Articles shall be read to eliminate or limit the liability of such persons to the full extent permitted by applicable law, as so amended, without any requirement of further action.

Any repeal or modification of this Article shall not adversely affect any right of any individual who is or was a director, board officer, board committee member, audit committee member, or officer of the Credit Union to the extent that the right existed at the time of such repeal or modification.

APPROVED

APR 19 2018

Article 6 – Registered Agent

The Credit Union's registered agent for service of process is:

Mike Ryan, General Counsel
c/o BECU
12770 Gateway Drive
Tukwila, WA 98168

Article 7 - Indemnification

To the fullest extent permitted by applicable law, the Credit Union has the power to indemnify or agree to indemnify a Credit Union Representative made a party to a proceeding, or obligate itself to advance or reimburse expenses incurred in a proceeding without regard to the limitations in RCW 23B.08.510 through 23B.08.550 provided that no such indemnity shall indemnify any such person from or on account of:

- (i) acts or omissions of the Credit Union Representative finally adjudged to be intentional misconduct or a knowing violation of law; or
- (ii) any transaction with respect to which it was finally adjudged that the Credit Union Representative personally received a benefit in money, property, or services to which the Credit Union Representative was not legally entitled.

This Article authorizes the Credit Union to indemnify or agree to indemnify Credit Union Representatives or to obligate itself to make advancements or reimbursements to Credit Union Representatives, but this Article does not impose any enforceable indemnification, advancement, or reimbursement obligations on the Credit Union. The Credit Union's indemnification, advancement, and reimbursement obligations to Credit Union Representatives are governed by the applicable provisions of the Credit Union's Bylaws and the terms and conditions of any applicable written agreement between the Credit Union and a Credit Union Representative with respect to indemnification, advancement, or reimbursement.

"Credit Union Representative" means an individual acting in his or her capacity as a director, officer, or employee of the Credit Union, a member of the Credit Union's audit committee, or any other capacity in which he or she serves the Credit Union, its subsidiaries and affiliates, or any other entity or enterprise (including, without limitation, an employee benefit plan) which he or she serves in such capacity at the request of the Credit Union.

Any repeal or modification of this Article shall not adversely affect any right of any Credit Union Representative to the extent that the right was enforceable at the time of such repeal or modification.

Approved for Filing:

Linda Jelal

Linda Jelal
Director of Credit Unions
Department of Financial Institutions

4-19-18

Date