ARTICLES OF ORGANIZATION

Corporation Division
www.filinginoregon.com

E-FILED
Mar 07, 2019
OREGON SECRETARY OF STATE

REGISTRY NUMBER

153351698

TYPE

DOMESTIC LIMITED LIABILITY COMPANY

1. ENTITY NAME

GROUND 99 LLC

2. MAILING ADDRESS

13640 SW BIRDSHILL ROAD
PORTLAND OR 97219 USA

3. PRINCIPAL PLACE OF BUSINESS

13640 SW BIRDSHILL ROAD
PORTLAND OR 97219 USA

4. NAME & ADDRESS OF REGISTERED AGENT

62200895 - SCHLESINGER INVESTMENTS, LLC

13640 SW BIRDSHILL ROAD
PORTLAND OR 97219 USA

5. ORGANIZERS

NOAH JOSHUA SCHLESINGER

13640 SW BIRDSHILL ROAD
PORTLAND OR 97219 USA

6. INDIVIDUALS WITH DIRECT KNOWLEDGE

NOAH JOSHUA SCHLESINGER

13640 SW BIRDSHILL ROAD
PORTLAND OR 97219 USA

7. DURATION

PERPETUAL

8. MANAGEMENT

This Limited Liability Company will be member-managed by one or more members

9. OPTIONAL PROVISIONS

The Company shall indemnify and hold harmless any manager, member, shareholder, partner, director, officer, employee, or agent of a manager or member of the Company, or of the Company (a Covered Person) to the full extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any nature (including attorneys fees and disbursements), judgments, fines, settlements and other amounts arising from any and all third party claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which a Covered Person may be involved, or threatened to be involved as a party or otherwise, arising from, or in connection with, the performance of any action by such Covered Person for, on behalf of, or otherwise in connection with, the Company, provided that (a) such person acted (i) in good faith, (ii) in a manner reasonably believed to be within the scope of such persons authority, and (iii) in a manner which the person reasonably believed to be in, or not inconsistent with, the best interests of the Company, and (b) the conduct did not constitute fraud, willful misconduct, gross negligence or a material breach of the Companys Operating Agreement. Expenses incurred by a Covered Person in defending any claim, demand, action, suit, or proceeding under this Article 7 may, by action of all the members, be advanced by the Company prior to the final disposition of such claim demand, action, suit, or proceeding upon receipt by the Company of a written commitment by or on behalf of the Covered Person to repay such amount if it shall be determined that such Covered Person is not entitled to be indemnified as authorized in this Article 7. Any indemnification provided in this Article 7 shall be satisfied solely out of the assets of the Company, as an expense of the Company, and the members of the Company shall not be subject to personal liability by reason of such indemnification provision. The provisions of this Article 7 are for the benefit of the Covered Person and shall not be deemed to create any rights for the benefit of any other person or entity. Consistent with the preceding provisions of this Article 7, the company elects to indemnify each and every Covered Person for liability and related expenses under ORS 63.160 to ORS 63.170. To the fullest extent permitted by law, no Covered Person will be personally liable to the Company or its members for monetary damages for conduct by such Covered Person for, on behalf of, or otherwise in connection with, the Company, provided that (a) such person acted (i) in good faith, (ii) in a manner reasonably believed to be within the scope of such persons authority, and (iii) in a manner which the person reasonably believed to be in, or not inconsistent with, the best interests of the Company, and (b) the conduct did not constitute fraud, willful misconduct, gross negligence or a material breach of the Companys Operating Agreement. Without limiting the generality of the preceding, if the Oregon Revised Statutes are amended after this Article 7 becomes effective to authorize action further eliminating or limiting the personal liability of any Covered Person, then the liability of such Covered Person will be eliminated or limited to the fullest extent permitted by the Oregon Revised Statutes, as so amended. No amendment or repeal of this Article 7, nor the adoption of any provision of these Articles of Organization inconsistent with this Article 7, nor a change in the law, will adversely affect any right or protection that is based upon this Article 7 and pertains to conduct that occurred prior to the time of such amendment, repeal, adoption or change. No change in the law will reduce or eliminate the rights and protections set forth in this Article 7 unless the change in the law specifically requires such reduction or elimination.

The company elects to indemnify its members, managers, employees, agents for liability and related expenses under ORS 63.160 to 63.170.

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

GEORGE DINGELDEIN

TITLE

AUTHORIZED AGENT

DATE SIGNED

03-06-2019