

# ARTICLES OF ORGANIZATION



Corporation Division  
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**E-FILED**  
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**OREGON SECRETARY OF STATE**

## REGISTRY NUMBER

144809597

## TYPE

DOMESTIC LIMITED LIABILITY COMPANY

## 1. ENTITY NAME

BIGFOOT ERUPTION, LLC

## 2. MAILING ADDRESS

PO BOX 1432  
ALBANY OR 97321 USA

## 3. PRINCIPAL PLACE OF BUSINESS

940 WILLAMETTE STREET SUITE 400  
EUGENE OR 97401 USA

## 4. NAME & ADDRESS OF REGISTERED AGENT

MEGAN I LIVERMORE  
  
940 WILLAMETTE STREET SUITE 400  
EUGENE OR 97401 USA

## 5. ORGANIZERS

ALBERT K NESS  
  
PO BOX 1432  
ALBANY OR 97321 USA

## 6. INDIVIDUALS WITH DIRECT KNOWLEDGE

ALBERT K NESS  
  
PO BOX 1432  
ALBANY OR 97321 USA

## 7. INITIAL MEMBERS/MANAGERS

### MEMBER

ALBERT K NESS  
  
PO BOX 1432  
ALBANY OR 97321 USA



**MEMBER**

KRISTEN NESS

PO BOX 1432  
ALBANY OR 97321 USA

**8. DURATION**

PERPETUAL

**9. MANAGEMENT**

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

**10. OPTIONAL PROVISIONS**

9.1 Member Liability. No member of this L.L.C. shall be personally liable to the L.L.C. or its members for monetary damages for conduct as a member; provided this article shall not eliminate the liability of a member for any act or omission for which such elimination of liability is not permitted under The Oregon Limited Liability Company Act (the Act). No amendment to or repeal of this article shall apply to or have any effect on the liability of any member of the L.L.C. for any act or omission that occurs prior to the effective date of any such amendment or repeal.

9.2 Indemnification. To the fullest extent permitted by the Act, the L.L.C. shall indemnify any member, employee, agent, or officer of the L.L.C. made a party to a proceeding because the person is or was a member, employee, agent, or officer of the L.L.C. against liability incurred in that proceeding, provided, however, no indemnification pursuant to this provision shall indemnify any member, employee, agent, or officer from or on account of (1) any breach of the member's or officer's duty of loyalty to the L.L.C., or its members; (2) acts or omissions not in good faith which involves intentional misconduct or a knowing violation of the law; (3) any unlawful distribution under ORS 63.235, or (4) any transaction from which the member, employee, agent, or officer derived an improper personal benefit.

9.2.1 Advancement of Expenses. The L.L.C. shall pay for or reimburse the reasonable expenses incurred by a member, employee, agent, or officer who is a party to a proceeding in advance of the final disposition of the proceeding to the fullest extent permitted by the Act.

9.2.2 Extent of Indemnification. This indemnification includes indemnification for all expenses, including without limitation, attorney fees, arbitration fees, costs of arbitration or other methods of alternative dispute resolution, accountant fees, expert witness fees, costs of depositions, and other methods of discovery, court costs, and all liability, including without limitation, those arising out of any suit, action, arbitration, or any other alternative method of dispute resolution, bankruptcy proceeding, judgment, award, settlement, penalty, fine, including excise tax assessed with respect to an employee benefit plan, or expense of any nature incurred with respect to a proceeding (herein collectively referred to as reasonable expenses). This indemnification includes reasonable expenses of the officer, member, employee, or agent who is wholly successful on the merits or otherwise in respect to such an action.

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**

MEGAN I LIVERMORE

**TITLE**

AUTHORIZED AGENT

**DATE SIGNED**

06-08-2018