

## ARTICLES OF ORGANIZATION

### OF LIMITED LIABILITY COMPANY

#### ENTITY INFORMATION

**ENTITY NAME:** Bella Creations, LLC  
**ENTITY ID:** 1965565  
**ENTITY TYPE:** Domestic LLC  
**EFFECTIVE DATE:** 03/20/2019  
**CHARACTER OF BUSINESS:** Professional, Scientific, and Technical Services  
**MANAGEMENT STRUCTURE:** Manager-Managed  
**PERIOD OF DURATION:** Perpetual  
**PROFESSIONAL SERVICES:** N/A

#### STATUTORY AGENT INFORMATION

**STATUTORY AGENT NAME:** GERVASE LAW FIRM PLLC  
**PHYSICAL ADDRESS:** % LISA GERVASE 29455 N CAVE CREEK RD STE 118154,  
CAVE CREEK, AZ 85331  
**MAILING ADDRESS:** % LISA GERVASE 29455 N CAVE CREEK RD STE 118154,  
CAVE CREEK, AZ 85331

#### KNOWN PLACE OF BUSINESS

Att: Gervase Law Firm PLLC, 29455 N Cave Creek Rd, #118154, CAVE CREEK, AZ 85331

#### PRINCIPALS

Manager: Danielle Gervase Quenzler - 29455 N Cave Creek Rd, #118154, CAVE CREEK, AZ 85331, USA -  
lgervase@gervaselaw.com - Date of Taking Office: 03/01/2019

Member: Danielle Gervase Quenzler - 29455 N Cave Creek Rd, #118154, CAVE CREEK, AZ 85331, USA - -  
Date of Taking Office: 03/01/2019

Member: Lisa Gervase - 29455 N Cave Creek Rd, #118154, CAVE CREEK, AZ 85331, USA - - Date of Taking  
Office: 03/01/2019

Member: Nicole Gervase Quenzler - 29455 N Cave Creek Rd, #118154, CAVE CREEK, AZ 85331, USA -  
lgervase@gervaselaw.com - Date of Taking Office: 03/01/2019

#### ORGANIZERS

Danielle Gervase Quenzler

#### SIGNATURES

Organizer: Danielle Gervase Quenzler - 03/20/2019

**ARTICLES OF ORGANIZATION**  
**of**  
**BELLA CREATIONS, LLC**  
(An Arizona Limited Liability Company)

1. Name. The name of this Limited Liability Company is BELLA CREATIONS, LLC.
2. Known Place of Business. The address of the known place of business of this Limited Liability Company is 29455 N Cave Creek Rd, Ste 118154, Cave Creek AZ 85331.
3. Statutory Agent. The name and business address of the initial agent for service of process for this Limited Liability Company is Gervase Law Firm, PLLC, 29455 N. Cave Creek Rd., Suite 118154, Cave Creek, AZ 85331. The agent for service of process is not responsible for failing to notify the Limited Liability Company of any service of process or correspondence received by the agent for service of process for the Limited Liability Company if the Limited Liability Company changes its address and fails to notify the agent for service of process of the change by sending a written notice of address change to the agent for service of process at its address on file with the Arizona Corporation Commission.
4. Purpose. The purpose of this Limited Liability Company is creating architectural designs, and related activities, and to provide or perform any other lawful service or transact any other lawful business for which limited liability companies may be organized under the laws of Arizona, as they may be amended from time to time.
5. Dissolution Date. This Limited Liability Company is perpetual.
6. Form of Management. Management of the Limited Liability Company is vested in a Manager or Managers.
7. Managers. The name and address of the Manager of this limited liability company at the time of formation is: Danielle Gervase Quenzler, 29455 N Cave Creek Rd, Ste 118154, Cave Creek AZ 85331.
8. Members. The name and address of each Member who owns a twenty percent or greater interest in the capital or profits of this Limited Liability Company at the time of formation is as follows:
  - a. Danielle Gervase Quenzler, 29455 N Cave Creek Rd, Ste 118154, Cave Creek AZ 85331.
  - b. Lisa Gervase, 29455 N Cave Creek Rd, Ste 118154, Cave Creek AZ 85331.
  - c. Nicole Gervase Quenzler, 29455 N Cave Creek Rd, Ste 118154, Cave Creek AZ 85331.
9. Requirement to be an Initial Member of the Limited Liability Company. The Initial members of this Company are the members named in the preceding Section and any other person who satisfies one of the following conditions for membership:

- a. The person is identified in an Operating Agreement that exists on the date the Articles of Organization of this Company are filed and the person signs the Operating Agreement or an attorney-in-fact signs the Operating Agreement on their behalf. To be valid, the Operating Agreement (as referenced throughout this document) must be signed by the Limited Liability Company and all members.
- b. The person is identified as a member in a written statement certified by each manager named in the Company's initial Articles of Organization filed with the Arizona Corporation Commission.

10. Requirement to Become a Member Other than an Initial Member. After this Company's Initial Articles of Organization are filed, an individual, entity or trust may be admitted as an additional member only if one of the following requirements is satisfied:

- a. If an individual, entity or trust is acquiring a membership interest in the Company directly from the Company, the individual, entity or trust will become a member on the Company's written acceptance of the new member's admission and if the applicable provisions in the Operating Agreement are followed.
- b. If the individual, entity or trust is an assignee of all or part of a member's interest in the Company, the individual, entity or trust will become a member if the applicable provisions in the Operating Agreement are followed.
- c. If the individual, entity or trust is an assignee of a membership interest in the Company from an assignor member who has the power under the Operating Agreement to grant the assignee the right to become a member, the assignee will become a member if the applicable provisions in the Operating Agreement are followed.

11. Option to Expel a Member. The members have an option to expel any member subject to the terms and conditions for expulsion set forth in the Operating Agreement. If an individual, entity or trust is named as a member in the original Articles of Organization filed with the Arizona Corporation Commission and that individual, entity or trust fails to sign the Operating Agreement that is signed by all other initial members, the members who signed the Operating Agreement may expel the individual, entity or trust who fails to sign the Operating Agreement subject to the terms and conditions for expulsion set forth in the Operating Agreement.

12. Noneconomic Members. The Limited Liability Company may have one or more noneconomic members. An individual, entity or trust will become a noneconomic member by: (i) being designated as a noneconomic member in an Operating Agreement, and (ii) agreeing to be a noneconomic member by signing the Operating Agreement. A noneconomic member is an individual, entity or trust who: (a) does not own a member's interest in the Limited Liability Company, (b) does not have an obligation to contribute capital to the Limited Liability Company, (c) does not have a right to participate in or receive distributions of profits of the Limited Liability Company or an obligation to contribute to the losses of the Limited Liability Company, and (d) has voting rights and other rights and privileges as prescribed by the Operating Agreement signed by the Limited Liability Company and all of its members and all of



its noneconomic members. Noneconomic members must be an entity, a trust or an individual who is not related or subordinate to any member within the meaning of the applicable provision(s) of the Internal Revenue Code. The appointment, termination, duties, rights and all other issues relating to noneconomic members will be governed by the Operating Agreement signed by the Limited Liability Company and all of the members.

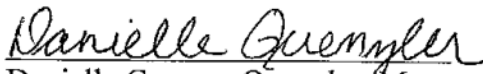
13. Limited Liability and Indemnification of Members, Managers and Noneconomic Members. The Limited Liability Company's members, managers and noneconomic members are not liable for the debts and obligations of the Limited Liability Company, whether arising in contract, tort or otherwise solely by reason of their status. If any liability is alleged, or determined to exist by a court of competent jurisdiction, against a member, manager or noneconomic member ("indemnified party") who acted within their scope of duties and with authority, the Limited Liability Company shall indemnify the indemnified party. Such indemnification may be more specifically set forth in an Operating Agreement.

14. Limitations of Limited Liability Company Action. Only after the Limited Liability Company and all of the members sign an Operating Agreement, the Limited Liability Company, the members and managers may not take any of the following actions, except as authorized by the appropriate provisions of the Operating Agreement:

- a. Alter any purpose for which the Limited Liability Company was formed.
- b. Change the life of the Limited Liability Company from perpetual to a shorter term.
- c. Admit any member who is not listed in the original Articles of Organization that was filed with the Arizona Corporation Commission to form the Limited Liability Company.
- d. Require any member to contribute money or property to the Limited Liability Company.
- e. Withdraw any capital contributions made to the Limited Liability Company.
- f. Change the percentage interests of any member in the profits, losses, distributions and ownership of the Limited Liability Company.
- g. Alter the allocation of profits, losses or distributions to any member.
- h. Alter the accounting method adopted by the Limited Liability Company.
- i. Vote on any issue affecting the Limited Liability Company, a member or a manager.
- j. Elect or remove any manager.

- k. Engage in any action that requires the approval of the members.
  - l. Engage in any action that is expressly prohibited in the Operating Agreement.
  - m. Transfer all or a portion of the member's interest in the Limited Liability Company. Any attempt to transfer all or any portion of a member's interest in the Limited Liability Company that does not comply with the applicable provisions in the Operating Agreement shall be null and void. An assignee of all or a portion of a member's interest in the Limited Liability Company shall not become a member of the Limited Liability Company or have any right to participate in the management or the affairs of the Limited Liability Company except as provided in the Operating Agreement. Assignees specifically waive any rights to become a member of this Limited Liability Company that may be provided pursuant to Arizona Revised Statutes section 29-732.
  - n. Allow a member to retire or withdraw voluntarily as a member.
  - o. Assign all or any portion of a member's interest in the Limited Liability Company.
  - p. Dissolve the Limited Liability Company.
15. Springing Member. If this Limited Liability Company has only one member and that member is an individual who dies; the Limited Liability Company will not dissolve on the death of the member if the deceased member signed an Operating Agreement that provides for a springing member, in which event the entire membership interest of the deceased member will be assigned automatically at the moment of the death of the deceased member to the springing member designated in the Operating Agreement.

**Acknowledged and accepted:**

  
Danielle Gervase Quenzler, Manager

Dated: March 20, 2019

**CONSENT OF STATUTORY AGENT**

Gervase Law Firm, PLLC, having been designated to act as Statutory Agent, hereby consents to act in that capacity until removed by the Limited Liability Company or resigning according to Arizona Revised Statutes.



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Lisa Gervase, Manager  
Gervase Law Firm, PLLC

Dated: March 20, 2019