

Document Type: **Articles of Amendment - LLC**

Document Fee: **\$25.00**

Entity Name: **Wilson Cabinetry Arizona LLC**

Additional Fee: **\$0.00**

**Entity Information**

Entity Name: Wilson Cabinetry Arizona LLC

Entity Type: Domestic LLC

Entity ID: 1933699

Management Structure: Member-Managed

Entity Email Address: wilsoncabinetry2014@gmail.com

Formation Date: 01/01/2019

Status: Active

Effective Date: 07/23/2021

Effective Time: 04:43PM

Character of Business: Retail Trade (44)

Character of Business Sub Code: All Other Home Furnishings Stores

 Perpetual (forever)

Update Entity Information

**New Entity Name**

**Statutory Agent Information**

Name	Attention	Address	Email
Tristen Wilson		21035 E Avenida Del Valle, QUEEN CREEK, AZ, 85142, USA	Wilsoncabinetry2014@gmail.com
Attention	Mailing Address	21035 E Avenida Del Valle QUEEN CREEK, AZ, 85142, USA	

**Principal Address**

Attention	Address
Wilson Cabientry	287 E. Frye Rd. , CHANDLER, AZ, 85225, USA

**Principal Information**

Management Structure: Member-Managed

Title	Name	Attention	Address	Email	Date Taking Office
Member	Tristen Wilson		21035 E Avenida Del Valle, QUEEN CREEK, AZ 85142, USA	Wilsoncabinetry2014@gmail.com	1/1/2019
Member	Emily Wilson		21035 E Avenida Del Valle, QUEEN CREEK, AZ 85142, USA	eabates116@gmail.com	6/30/2021

**Uploaded Attachments**

The eCorp system will create part of the Articles of Amendment from the information I have entered.

☒ I will upload only the text of the amendment to complete the filing. ☐ I will upload and use my own complete form as the official Articles of Amendment.

**File Name**

Wilson Cabinetry Arizona LLC Operating Agreement- Amended2.0.pdf

**Signature**

By typing/entering my name, I intend to affix my electronic signature acknowledging that this electronic document is submitted in compliance with Arizona law. I certify that the information on the electronic document is true, complete, and accurate as of the date the electronic filing is submitted.

☒ I Agree

Signature: Tristen Wilson

Title: Member

# **LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF WILSON CABINETRY Arizona LLC 2.0**

Amended 6/30/2021

## **ARTICLE I COMPANY INFORMATION**

### **1.1 FORMATION**

The Members have formed a Limited Liability Company ("Company") according to the laws of the State of Arizona in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the Members.

### **1.2 REGISTERED AGENT**

The name and location of the Company's registered agent will be stated in the Company's Articles of Organization.

### **1.3 TERM**

The Company will continue perpetually unless:

- (a) Members whose capital interest as defined in Article 2.2 exceeds 50% vote for dissolution; or
- (b) Any event which causes the company's business to become unlawful; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of the Company under applicable State law.

### **1.4 CONTINUANCE OF COMPANY**

In the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, those Members have the right to continue the business of the Company. This right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not exercised, the right of the Members to continue the business of the Company will expire.

### 1.5 BUSINESS PURPOSE

The company will conduct any lawful business deemed appropriate in carrying out the company's objective of providing retreats, coaching, training and courses for creativity and writing.

### 1.6 PRINCIPAL PLACE OF BUSINESS

The Company's principal place of business will be stated in the formation documents, or as selected by the Members.

### 1.7 THE MEMBERS

The name and residential address of each Member is listed in Exhibit 2 attached to this Agreement.

### 1.8 ADMISSION OF ADDITIONAL MEMBERS

Additional members may only be admitted to the Company through a Certificate of New Membership issued by the Company or as otherwise provided in this Agreement.

## ARTICLE II CAPITAL CONTRIBUTIONS

### 2.1 INITIAL CONTRIBUTIONS

The Members will initially contribute capital to the Company, as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is \$ 5000.

### 2.2 ADDITIONAL CONTRIBUTIONS

Except as provided in ARTICLE 6.2, no Member will be obligated to make any additional contribution to the Company's capital.

## ARTICLE III PROFITS, LOSSES AND DISTRIBUTIONS

### 3.1 PROFITS/LOSSES

For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the Members in proportion to each Member's capital interest in the company as set forth in Exhibit 2 as amended and in accordance with Treasury Regulation 1.704.1 or any amended thereof.

### 3.2 DISTRIBUTIONS

The Members will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the company or liquidation of a Member's interest, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2) or any amendment thereto. To the extent a Member has a negative capital account balance there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

## ARTICLE IV MANAGEMENT

### 4.1 MANAGEMENT OF THE BUSINESS

Management of the business is reserved to the Members. The Members shall jointly manage the Company and shall take part in the control, management, direction, and operation of the Company. Before binding the Company in legal agreements, the Members shall discuss all decisions and shall mutually agree on the course of action to be taken by the Company. Each Member shall be encouraged to provide their input and to seek any additional advice necessary to promote the understanding of each Member's desired course of action. The consensus of the majority of the Members shall be reached before the Company is bound to any agreements or any course of action is taken.

The Members have formulated this business cooperatively and collaboratively, and shall strive to maintain this manner of working together in all aspects of the business. The Members agree to the following Action Plan:

- A. The business is designed for the Members to grow an income stream separate from their current employment;
- B. The business is designed for the Members to have flexibility in their lives with respect to income-earning;
- C. The Members place great importance on the ability to express themselves in creating retreats, webinars, online courses, as a way to inspire and support other professional in being creative and writing;
- D. The Members place great importance on each of them being fulfilled in the ongoing creation of and running of the business;
- E. The Members understand that they each have unique contributions to the business;
- F. The Members understand that flexibility as to which Member takes on different tasks is necessary (i.e., one Member may do the "heavy lifting" at times, and the other may do the same at times).

Should a conflict arise, the Members shall engage in collaborative and cooperative communications between themselves designed to resolve the conflict, keeping in mind that maintenance of the business and their relationship is primary.

As a condition precedent to any adversarial conflict being commenced between the Members, the Members shall:

- A. Review their touchstones (what really matters to each of them) and the Action Plan to reaffirm their values and the mission of the business;
- B. Members will then determine
  - i. what their goal was (that created the conflict);
  - ii. what they desire to accomplish;
  - iii. where they find themselves (individually and as a business) at present;
  - iv. what course corrections can be made to bring the Members back into alignment with the Action Plan and their original values/visions/touchstones.

#### 4.2 MEMBERS

The liability of the Members will be limited in accordance with State law.

#### 4.3 POWERS OF MANAGERS

The Managers are authorized on the company's behalf to make all decisions as to the (a) the sale, the development, lease or other disposition of the company's assets; (b) the purchase or other acquisition of other assets; (c) the management of all or any part of the Company assets; (d) the borrowing of money and the granting of security interests in the company's assets; (e) the prepayment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the company's claims or debts; and (g) the employment of persons, firms or corporations for the operation and management of the Company's business.

The managers are further authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the company's assets (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any kind relating to the Company's affairs.

#### 4.4 CHIEF EXECUTIVE MANAGER

The Members may designate a Chief Executive Manager who, if designated, shall have the primary responsibility for managing the operations of the Company and for carrying out the decisions of the Members.



#### 4.5 **NOMINEE**

Title to the Company's assets must be held in the Company's name or in the name of any nominee that the Members may designate. The Members have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

#### 4.6 **COMPANY INFORMATION**

The Members must supply information requesting the Company or its activities to any Member upon his or her request. Any Member or their authorized representative will have access to and may inspect and copy all books, records, and materials in the Member's possession regarding the company or its activities. Access and inspection of information will be at the requesting Member's expense.

#### 4.7 **EXCULPATION**

Any act or omission of the Members, the effect of which may cause or result in loss or damage to the Company or the other Members, if done in good faith to promote the best interest of the Company, will not subject the Member to any liability.

#### 4.8 **INDEMNIFICATION**

The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has a reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.

#### 4.9 **RECORDS**

The Members must keep the following at the Company's principal place of business or other location.

- a. A current list of the full name and the last known street address of each Member;

- b. A copy of the Company's Articles of Organization, Operating Agreement and all amendments;
- c. Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years.
- d. Copies of the Company's financial statements for the three most recent years if any.

## **ARTICLE V COMPENSATION**

### **5.1 MANAGEMENT FEE**

Any Member rendering services to the Company is entitled to compensation proportionate with the value of those services.

### **5.2 REIMBURSEMENT**

The Company must reimburse the Members for all direct out-of-pocket expenses incurred by them in managing the Company.

## **ARTICLE VI BOOKEEPING**

### **6.1 BOOKS**

The Members will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The Members will select the method of accounting and the company's accounting period will be the calendar year.

### **6.2 MEMBER'S ACCOUNTS**

The members must maintain separate capital and distribution accounts for each Member. Each Member's capital account will be determined and maintained in the manner set for in Treasury Regulation 1.7041(b)(2)(iv), as amended, and will consist of his or her initial capital contribution increased by:

- a. Any additional capital contribution made by the member; and/or
- b. Credit balances transferred from the Member's distribution account to his or her capital account;

And decreased by:

- a. Distributions to the Member in reduction of Company capital; and/or
- b. The Member's share of the Company losses if charged to his or her capital account.



### **6.3 REPORTS**

The Members will close the books of account after the close of each calendar year and will prepare and send to each Member, a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## **ARTICLE VII TRANSFERS**

### **7.1 ASSIGNMENT**

If a Member proposes to sell, assign, or otherwise dispose of all or any part of his or her interest in the Company, that Member must first make a written offer to sell his or her interests to the other Members at a price determined by mutual agreement. If the other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to applicable law, the purchaser or assignee will have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee will only be entitled to receive the share of profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

## **ARTICLE VIII DISSOLUTION**

### **9.1 DISSOLUTION**

The Members may dissolve the Company at any time. The Members may NOT dissolve the Company for a loss of membership interests. Upon dissolution the Company must pay its debts first before distributing cash, assets, and/or initial capital to the Member of the Members interests. The dissolution may only be ordered by the Members, not by the owner of the Member's interest.

**CERTIFICATION OF MEMBERS**

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 8 pages, constitutes, together with Exhibit 1, Exhibit 2, and Exhibit 3 (if any), the Operating Agreement of Wilson Cabinetry LLC adopted by the Members as of this 30 day of June, 2021.

**MEMBERS:**

\_\_\_\_Tristen Wilson\_\_\_\_\_  
Tristen Wilson

Emily Wilson  
\_\_\_\_\_  
Emily Wilson

**EXHIBIT 1**  
**LISTING OF MANAGERS**

Management of the Company is reserved to its Members, and all of them.

Tristen Wilson

21035 E. Avenida Del Valle Queen Creek, AZ 85142

Emily Wilson

21035 E. Avenida Del Valle Queen Creek, AZ 85142

**EXHIBIT 2**  
**LISTING OF MEMBERS**

As of the 30 day of June, 2021, the following is a list of Members of the Company:

Tristen Wilson	75% Ownership
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Emily Wilson	25% Ownership
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### EXHIBIT 3

#### CAPITAL CONTRIBUTIONS

Tristen Wilson \$ 0

Emily Wilson \$ 0