# ARTICLES OF AMENDMENT TO ARTICLES OF **ORGANIZATION**

### LIMITED LIABILITY COMPANY

## **ENTITY INFORMATION**

**ENTITY NAME:** FIRE UP FREEDOM, LLC

**ENTITY ID:** L13753792 **ENTITY TYPE:** Domestic LLC PERIOD OF DURATION: Perpetual

PROFESSIONAL SERVICES:

**CHARACTER OF BUSINESS:** Accommodation and Food Services

MANAGEMENT STRUCTURE: Member-Managed

No name change FORMER ENTITY NAME

### STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: **TONY BOULOS** 

PHYSICAL ADDRESS: 8433 W MELINDA LN, PEORIA, AZ 85382 **MAILING ADDRESS:** 8433 W MELINDA LN, PEORIA, AZ 85382

### KNOWN PLACE OF BUSINESS

8433 W MELINDA LN, PEORIA, AZ 85382

#### **PRINCIPALS**

Member: Boulos Family Trust - 10112 W. Westwind dr, PEORIA, AZ, 85383, USA - boulosimport@aol.com - Date

of Taking Office: 08/25/2021

Member: MICHELLE BOULOS - 8433 W MELINDA LN, PEORIA, AZ, 85382, USA - - Date of Taking Office:

06/22/2007

Member: TONY BOULOS - 8433 W MELINDA LN, PEORIA, AZ, 85382, USA - - Date of Taking Office:

06/22/2007

#### **SIGNATURE**

Member: Michelle Boulos - 09/01/2021

## **CERTIFICATE OF TRUST**

Concurrently herewith, the undersigned entered into a revocable trust agreement in the capacity of Co-Settlors and Co-Trustees.

A summary of pertinent provisions is as follows:

- 1. The name of the Trust is THE TONY YOUSSEF BOULOS and MICHELLE FRANCES LAMPHERE BOULOS FAMILY TRUST. For convenience, this Trust may be referred to as "THE BOULOS FAMILY TRUST."
  - 2. The date of this Trust is August 25, 2021.
- 3. The Settlors have the power at any time or times during their joint lifetime to amend or revoke the trust.
- 4. If a Settlor is, at any time, unable or unwilling to serve as Trustee, or unable to manage his or her affairs, then the other Settlor shall serve as sole Trustee. If both Settlors are unable or unwilling to serve, or unable to manage their affairs, then the following individual(s) or organization(s) shall serve as successor Trustee(s) of the Trust, in the order named:

FIRST: PRESLEIGH A. BIENVENU, Phoenix, Arizona SECOND: TY A. BOULOS, Glendale, Arizona THIRD: CHLOE R. BOULOS, Peoria, Arizona

5. The following applies to the powers of the Trustees or Successor Trustee(s):

While the Settlors are administering the Trust Estate as Co-Trustees, any powers and discretion granted to or vested in the Co-Trustees by law or under this Trust Agreement may be exercised by the Co-Trustees jointly, or by either of them individually, both Co-Trustees.

If at any time a person serves as a Co-Trustee of this Trust with one or both of the Settlors, then any powers and discretion granted to or vested in the Co-Trustees by law or under this Trust Agreement may be exercised by the Co-Trustees jointly, or by any of them individually, and the exercise of any power or discretion by any one of the Co-Trustees in such case shall have the same force and effect as if exercised by all Co-Trustees.

If any person serves as a Co-Trustee of this Trust without at least one of the Settlors, then any powers or discretion granted to or vested in such Co-Trustees shall be exercised jointly by all such Co-Trustees.

With respect to each Trust created by this Trust Agreement, and the property of each Trust, the Trustee shall have, in addition to all other powers and discretion granted to or vested in the Trustee by law or by this Trust Agreement, all the rights, powers and discretion that an absolute owner of such property would have, including, but without limitation, the following:

- A. To retain any property transferred, devised, or bequeathed to the Trustee, or any undivided interest therein, including the stock of any corporate Trustee, and general and limited partnership interests, regardless of any lack of diversification, risk, or shall have the unrestricted right, at all times, to require the Trustee to make unproductive property within a reasonable time.
- B. To invest, and reinvest Trust property, both principal and undistributed income, in any property or undivided interests therein, wherever located, including bonds, secured or unsecured notes, stock of corporations (including stock of any corporate Trustee), real estate or any interest therein, and interests in trusts (including common trust funds of any corporate Trustee), without or more banks, credit unions, savings and loans, or other financial institutions (including any Trustee bank), in any form of account whether or not interest-bearing.
- C. To sell, transfer, and convey any property of the Trust for cash or on credit at public or private sale; to purchase stocks on margin and operate a margin account; to exchange any property of the Trust for other property; to grant options to purchase or acquire any property of the Trust (including options exercisable after the termination of the Trust), and to determine the prices and terms of sales, exchanges and options; to lease for any period (including periods extending beyond the termination of this Trust) all or part of the property of the Trust upon such terms and conditions and for such consideration as the Trustee may deem advisable; to abandon items of Trust property deemed by the Trustee to be worthless or burdensome. To execute and deliver deeds, checking

accounts, saving accounts, credit union accounts, ownership of policies of life insurance, time certificates of deposits, stock and bond powers, 401(k)s, IRAs, and any other retirement plans, assignment of notes, mortgages, patents, contracts, deeds of trust, covenants, royalties, indentures and agreements, and any other assets, property right or things of value.

- D. To develop, improve, lease, partition, abandon, subdivide, dedicate as parks, streets and alleys, and grant easements and rights-of-way with respect to any real property or improvements of the Trust, and to improve, construct, repair, alter, reconstruct, or demolish any such improvements.
- E. To borrow money and to mortgage or pledge any property of the Trust, and to advance and lend the Trustee's own monies to the Trust and to charge the amount of such advancement or loan and interest thereon as a first lien against Trust property.
- F. To operate and manage, at the sole risk of the Trust and not at the risk of the Trustee, any property or business received in trust either as a stockholder, partner or principal, so long as the Trustee deems necessary or advisable; to exercise all powers and execute all documents in furtherance of these activities.
- G. To hold the assets of the several Trusts, shares or portions of Trusts created by this Trust Agreement as a single fund for joint investment and management without the need for physical segregation, dividing the income proportionately among them. Segregation of the various Trusts, shares or portions need only be made on the books of the Trustee for accounting purposes.
- H. To carry, at the expense of the Trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect Trust property and the Trustee against any hazard, and to purchase policies of insurance on the life of any beneficiary of the Trust, and to continue in effect or to terminate any life insurance policy which may be owned or held by the Trust, and to pay, from income or principal, any premiums or other charges, and to exercise any and all rights or incidents of ownership in connection therewith; provided, however, the Trustee shall not apply any income or principal of the Survivor's Trust in payment of premiums or other charges on any such life insurance policies without the written consent of the surviving Settlor.
- I. To pay all costs, charges, taxes, and expenses of the Trust, including a reasonable compensation to the Trustee for services hereunder, and to employ and compensate attorneys, accountants, and agents. Unless the Trustee's compensation is otherwise provided for in the Trust, reasonable compensation shall be the greater of (1) \$25 per hour, or (2) the hourly wage or Trustee, then the standard fee schedule for said corporate Trustee.
- J. To apportion receipts and disbursements of the Trust between principal and income on a reasonable basis, giving consideration, to the extent the Trustee deems advisable, to the Trustee's usual accounting practices and the official text of the Uniform Principal and Income Act, as revised from time to time by the National Conference of Commissioners on Uniform State
- K. To commence or defend such litigation with respect to the Trust or any property of the Trust as the Trustee may deem advisable, at the expense of the Trust, and to compromise, abandon or otherwise adjust any claims or litigation against or in favor of
- L. To keep any property of the Trust in the name of a nominee with or without disclosure of any fiduciary relationship, except as may be required by the provisions of any applicable law or regulation.
- M. To have the power to give proxies, pay assessments, or to expend to participate in voting trusts, pooling agreements, foreclosures, reorganizations participate in and deposit securities with any creditors, bondholders, stockholders, or other protective committee.
- N. To make any distribution or division of Trust property in cash or in kind, or both, and to allot different kinds of disproportionate shares of property or undivided interests in property among the beneficiaries or portions, and to determine the value of any such property; and to continue to exercise any powers and discretion herein given for a reasonable period after the termination of the Trust, but only for so long as no rule of law relating to perpetuities would be violated.
- O. To purchase United States Treasury bonds for the Trust Estate, redeemable at par for payment of federal estate taxes, if the Trustee receives notice from the family or principal physician of either Settlor that he or she has a limited life expectunds and pledging or otherwise encumbering assets of the Trust Estate to secure such loans. If Co-Trustees are administering the individually, and the exercise of any power or discretion by one Co-Trustee shall have the same force and effect as if exercised by the Co-Trustees jointly.
- P. To purchase from, sell to, borrow from, lend to, or otherwise deal with any beneficiary of the Trust, or the Personal Representative or conservator of any beneficiary's estate, or any corporation, association, partnership, estate, trust or firm with which the Trustee or any beneficiary may be affiliated or in which the Trustee may have an interest.
- Q. While one or both Settlors are still living, to continue any gifting program which Settlors may have instituted for and on behalf of any person, whether or not such person is a remainder beneficiary of this Trust. Any such continuation shall be in conformance with the amounts, manner, frequency, and procedure as has been established by Settlors or Settlor.

R. Receive and Exchange Information. Settlors intend that the Trustee or Successor Trustee be treated as Settlors would be with respect to Settlors' rights regarding the use and disclosure of Settlors' health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 130d and 45 CFR 160-164. The Trustee is authorized to receive information in Settlors' health care records and exchange information with any of Settlors' health care providers such as physicians, health care professionals, dentists, health plans, hospitals, clinics, laboratories, pharmacies, or other health care providers, any insurance company, and the Medical Information Bureau, Inc., or other health care clearing house, including information regarding Settlors' health history; any diagnosis, treatment or prognosis Settlors have had; even if such includes information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV), behavioral or mental health services, or treatment for alcohol and drug abuse. Settlors understand that once the above information is disclosed, it may be redisclosed by the Trustee and the information may not be protected by federal privacy laws or regulations. Settlors understand authorizing the use or disclosure of this information identified is voluntary. The authority given to Trustee has no expiration date and shall expire only if Settlors revoke the authority in writing.

Regardless of any other provision contained herein to the contrary, when in the process of determining a Settlor's incapacity, all individually identifiable health information and medical records may be released to the person who is nominated as the Successor Trustee, including any written opinion relating to a Settlor's incapacity that the person so nominated may have requested.

6. The name(s) and address(es) of the person(s) currently serving as Trustee(s) is/are:

TONY YOUSSEF BOULOS and MICHELLE FRANCES LAMPHERE BOULOS 10112 W. Westwind Drive Peoria, Arizona 85387

- 7. The manner of taking title to trust property is: TONY YOUSSEF BOULOS and MICHELLE FRANCES LAMPHERE BOULOS, Trustees, or the successor Trustees, of THE BOULOS FAMILY
- 8. As of the date hereof, the Trust has not been revoked, modified, or amended in any manner that would cause the representation contained in the certification of trust to be incorrect.

DATED: AUGUST 25, 2021.

Settlor and Trustee

MICHELLE FRANCES LAMPHERE BOULOLS.

Settlor and Trustee

STATE OF ARIZONA

) SS.

County of Maricopa

The foregoing instrument was subscribed, sworn to and acknowledged before me before me this 25 day of August, 2021, by TONY YOUSSEF BOULOS and MICHELLE FRANCES LAMPHERE BOULOS, in the capacity of Settlors and Trustees.

My Commission Expires: 5-14-23

John J Donovan Notary Public Maricopa County, Arizona My Comm. Expires 05-14-23 Commission No. 561954