

Date received _____ New application _____ Renewal (Feb 1) _____ Transfer _____

LIQUOR LICENSE APPLICATION--Identification number: _____

Georgetown Charter Township, 1515 Baldwin St., P.O. Box 769, Jenison MI 49429
616-457-2340

revised: 1/20/09

APPLICANT INFORMATION

INDIVIDUAL OR CO-PARTNERSHIP OR CORPORATION NAME:

POSH 3 LLC

PHONE:

229-376-8764

APPLICANT NAME:

Thong Ly

TITLE:

Managing Member

ADDRESS:

5572 Mills Ridge Dr. SW

CITY / STATE / ZIP:

Grandville, MI 49418

PROPERTY INFORMATION

COMPANY NAME and CHARACTER OF BUSINESS:

Posh Nails and Spa

PHONE:

616-214-8439

OWNER / AGENT NAME:

Thong Ly

TITLE:

Managing Member

ADDRESS:

180 Baldwin St., Ste. 102

CITY / STATE / ZIP:

Georgetown Twp, MI, 49428

PARCEL NUMBER:

70-14-13-426-021

ZONING DISTRICT:

C-2

ADDITIONAL INFORMATION

LENGTH OF TIME APPLICANT HAS BEEN IN BUSINESS:

4 years

HAS THE APPLICANT MADE APPLICATION FOR A SIMILAR OR OTHER LICENSE ON THE PREMISES IF YES, EXPLAIN.

No

HAS THE APPLICANT EVER BEEN CONVICTED OF A FELONY OR IS THE APPLICANT DISQUALIFIED TO RECEIVE A LICENSE BY REASON OF ANY MATTER OR THING CONTAINED IN THIS ORDINANCE OR ANY OTHER LAW OR ORDINANCE?

No

HAS A SIGNED STATEMENT BEEN SUBMITTED THAT STATES THAT THE APPLICANT WILL NOT VIOLATE ANY LAWS OF THE STATE OF MICHIGAN OR OF THE UNITED STATES OR ANY ORDINANCES OF THE TOWNSHIP IN THE CONDUCT OF BUSINESS?

Yes

HAVE BUILDING PLANS BEEN SUBMITTED SHOWING THE ENTIRE STRUCTURE AND THE SPECIFIC AREAS WHERE THE LICENSE IS TO BE UTILIZED?

Yes

HAS A SITE PLAN BEEN SUBMITTED SHOWING THE ENTIRE PREMISES AS PER THE REQUIREMENTS OF THE ORDINANCE?

Yes

FOR PREMISES PENDING OR UNDER CONSTRUCTION, HAS EVIDENCE BEEN PROVIDED OF THE FINANCIAL CAPABILITY OF THE APPLICANT TO COMPLETE THE DEVELOPMENT?

Yes

APPLICANT SIGNATURE

IT IS THE APPLICANT'S RESPONSIBILITY TO MEET THE REQUIREMENTS OF TOWNSHIP ORDINANCE IN ALL RESPECTS AND TO PROVIDE THE NECESSARY INFORMATION TO THE TOWNSHIP FOR APPROVAL. PERMISSION IS GRANTED FOR THE TOWNSHIP STAFF TO ENTER THE SUBJECT PROPERTY FOR PURPOSES OF GATHERING INFORMATION TO REVIEW THIS REQUEST.

APPLICANT SIGNATURE:



DATE:

4/25/2020

FOR OFFICE USE ONLY

APPLICATION COMPLETE? _____ FEE PAID? _____ REVIEW? _____

DATE OF TOWNSHIP BOARD MEETING/PUBLIC HEARING: _____

TREASURER-ANY PAYMENTS OR OBLIGATIONS OWED TO TOWNSHIP?: _____

DATE APPLICATION APPROVED (FOR ONE YEAR): _____

**General Affidavit Before
Solicitor, Officer of the Court or other person entitled to administer Oaths.**

I, Thong Ly, of 5572 Mills Ridge Dr. SW, Kent, 49418 make oath and say as follows:

1. I make this affidavit based on my personal knowledge, unless otherwise stated, and that the following facts and matters are accurate to the best of my knowledge
 - a. The character of the business is a nail salon with spa pedicure chairs.
 - b. POSH3, LLC is currently under construction, and plans are to open Fall 2020. This will be the third Posh Nails salon location in SW MI. The first location is in Byron Center, fully operational and incorporated in 2016. The second location is in downtown Grand Rapids, fully operational, and incorporated in 2018.
 - c. POSH3, LLC will be located at 180 Baldwin St., Ste 102, Georgetown Township, MI. Beer and wine will be served to clients for consumption on-premise while manicure, pedicure, and related nail services are being performed.
 - d. Thong Ly has not made an application for a similar or other licenses on premises other than described in this application.
 - e. Thong Ly has never been convicted of a felony and is not disqualified from receiving a license because of any matter or thing contained in this chapter or the laws of the State of Michigan.
 - f. Thong Ly will not violate any laws of the State of Michigan or the United States or any ordinances of the township in the conduct of its business.
 - g. This application is accompanied by building plans showing the entire structure and the specific areas where the license is to be utilized.
 - h. This application is accompanied by a site plan showing the entire premises along with all the required elements as per the site plan chapter in the zoning ordinance. The plans demonstrate adequate off-street parking, lighting, and refuse disposal facilities.
 - i. This application includes evidence of the financial capability of the applicant to satisfactorily complete the development and construction of the premises.

Witness my signature on May - 06 - 2020 (date)

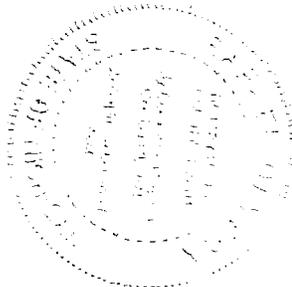
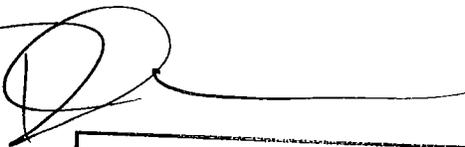


Thong Ly

(Section below to be completed by a solicitor, Officer of the Court or other person entitled to administer Oaths.)

Sworn at Wyoming, MI
In the county of KENT
On May 06, 2020 (date)

Before me,



proposed
 MULTI-TENANT
 BUILDING
 200 BALDWIN ST.
 JENISON, MI 49428

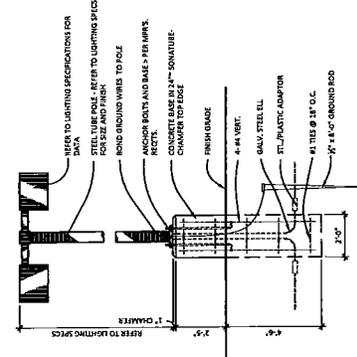
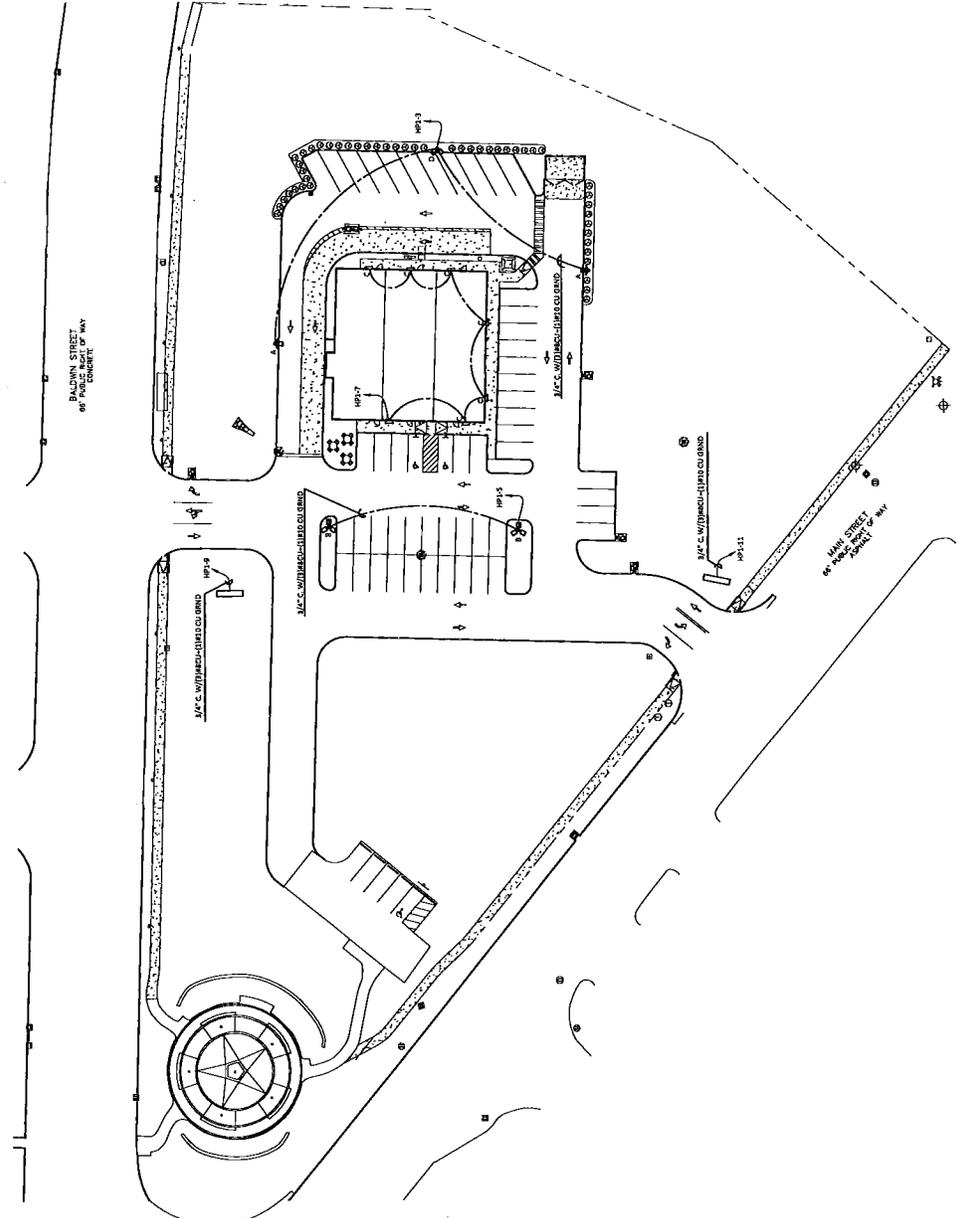
DATE	ISSUED FOR PERMIT
REV	REVISION



DRAWN BY: JLV, JWB
 CHECKED BY: JLV, JWB
 IN CHARGE: JLV, JWB
 SHEET NAME:
 SITE ELECTRICAL PLAN

FOR NO: 18-72
 SHEET NO: SE-101

Symbol	LMK	Quantity	Manufacturer	Description	DISTRIBUTION	LF	Comments
	A	2	LSI	SINGLE LED AREA LIGHT - (REBM) WITH HOUSE SIDE SHELLING	PT	0.00	X23M-FT-LED-35-CW-HS
	B	1	LSI	DOUBLE ROW LED AREA LIGHT - (ROBM) WITH HOUSE SIDE SHELLING	PT	0.00	X23M-FT-LED-35-CW-HS
	C	2	LSI	TWO ROW LED AREA LIGHT - (REBM) WITH HOUSE SIDE SHELLING	PT	0.00	X23M-FT-LED-35-CW-HS
	D	7	LSI	MIRACAST LED WALL SOURCE - (RWMM)	PT	0.00	X23M-FT-LED-35-32



1
 SITE ELECTRICAL PLAN
 SCALE: 1/8" = 1'-0"

2
 STANDARD POLE LIGHT DETAIL
 SCALE: 1/8" = 1'-0"

4/8

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF
POSH3, LLC**

This agreement is made effective on the 1st day of January, 2020
among the member(s) and the company.

1. Formation. A limited liability company (LLC) of the above name has been formed under the laws of the State of Michigan by filing Articles of Organization with the Secretary of State on 01/14/2020. The purpose of the business shall be a nail salon and to carry on any activity which is lawful under the jurisdiction in which it operates. The LLC may operate under a fictitious name or names as long as the LLC is in compliance with applicable fictitious name registration laws. The term of the LLC shall be perpetual or until dissolved as provided by law or by vote of the member(s) as provided in this agreement. Upon dissolution, the remaining members shall have the power to continue the operation of the LLC as long as necessary and allowable under state law until the winding up of the affairs of the business has been completed.

2. Members. The name and address of each initial limited liability company member are:

JIMMY NGUYEN
3058 BOONE AVE SW
WYOMING, MI 49519

THONG LY
5572 MILLS RIDGE DR SW
GRANDVILLE, MI 49418

3. Contributions. The capital contribution of each limited liability company member in exchange for their LLC ownership is:

Name	LLC Ownership	Capital Contribution
THONG LY	70%	\$ <u>70,000</u>
JIMMY NGUYEN	30%	\$ <u>30,000</u>

NOTE: The capital contribution may be in the form of cash (or cash equivalents), labor or services (past or future), or property/equipment/assets other than cash. Regardless of the type of capital contribution, it should be expressed above in a dollar equivalent value that is agreed upon by all limited liability company members. Additionally, there may be accounting/tax ramifications for individuals contributing capital other than cash.

4. Profit and Loss. The profits and losses of the limited liability company shall be distributed amongst the members in proportion with the ownership of each member by default, but this may be changed at any time upon a unanimous vote of the members.

5. Distributions. The limited liability company shall have the power to make distributions to its members in such amounts and at such intervals as a majority of the members deem appropriate according to law.

6. Management. The limited liability company shall be managed by all LLC members. Any member may bind the LLC in all matters in the ordinary course of the LLC business. In the event of a dispute between members, the final determination shall be made with a vote by the members, votes being proportioned according to capital contributions.

7. Registered Agent. For receipt of official legal and tax correspondence from the State of Michigan, the registered agent of the limited liability company (sometimes known as a resident agent, statutory agent, agent for service of process, or delivery of service address) shall be maintained in accordance with the requirements of the State of Michigan.

8. Assets. The assets of the limited liability company shall be registered in the legal name of the LLC and not in the names of the individual members unless approved by a majority vote of the members.

9. Records and Accounting. The limited liability company shall keep an accurate accounting of its affairs using any method of accounting allowed by law. All members shall have a right to inspect the records during normal business hours. The members shall have the power to hire such accountants as they deem necessary or desirable.

10. Banking. The members of the limited liability company shall be authorized to set up bank accounts as in their sole discretion are deemed necessary and are authorized to execute any banking resolutions provided by the institution in which the accounts are being set up, or by adopting their own resolution.

11. Taxes. The limited liability company shall file such tax returns as required by law. The LLC shall elect to be taxed as a majority of the members decide is in their best interests. The "tax matters partner," as required by the Internal Revenue Code, shall be appointed by the unanimous consent of the members.

12. Separate Entity. The limited liability company is a legal entity separate from its members. No member shall have any separate liability for any debts, obligations, or liability of the LLC except as provided in this agreement.

13. Indemnity and Exculpation. The limited liability company shall indemnify and hold harmless its members, managers, employees, officers, and agents to the fullest extent allowed by law for acts or omissions done as part of their duties to or for the LLC. Indemnification shall include all liabilities, expenses, attorney and accountant fees, and other costs reasonably expended. No member shall be liable to the LLC for acts done in good faith.

14. Meetings. The members shall have no obligation to hold annual or any other meeting but may hold such meetings if they deem them necessary or desirable.

15. Amendment of this Agreement. This agreement may not be amended except in writing signed by all of the members.

16. Conflict of Interest. No member shall be involved with any business or undertaking which competes with the interests of the limited liability company except upon agreement in writing by all of the members.

17. Deadlock. In the event that the members cannot come to an agreement on any matter the members agree to submit the issue to mediation to be paid for by the limited liability company. In the event the mediation is unsuccessful, they agree to seek arbitration under the rules of the American Arbitration Association.

18. Dissociation of a Member. A member shall have the right to discontinue membership upon giving thirty days' notice. A member shall cease to have the right to membership upon death, court-ordered incapacity, bankruptcy, or expulsion. The limited liability company shall have the right to buy the interest of any dissociated member at fair market value.

19. Dissolution. The limited liability company shall dissolve upon the unanimous consent of all the members or upon any event requiring dissolution under state law. In the event of the death, bankruptcy, permanent incapacity, or withdrawal of a member, the remaining members may elect to dissolve or to continue the operation of the LLC.

20. General Provisions. This agreement is intended to represent the entire agreement between the parties. In the event that any party of this agreement is held to be contrary to law or unenforceable, said party shall be considered amended to comply with the law, and such holding shall not affect the enforceability of other terms of this agreement. This agreement shall be binding upon the heirs, successors, and assigns of the members.

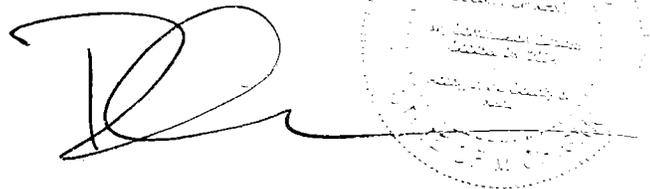
IN WITNESS whereof, the members of the limited liability company sign this agreement and adopt it as their operating agreement this 6 day of May, 2020.



THONG LY, MEMBER



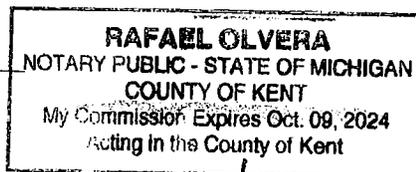
JIMMY NGUYEN, MEMBER



Sworn at WYOMING, MI

In the county of KENT

On 6TH MAY 2020



Before me, Rafael Olvera a Notary Public in the County of Kent, MI