

JenVan, LLC
ARTICLES OF ORGANIZATION

This agreement, made and entered into this August 1, 2014 by Marjorie Louise Van Gilder and Jennifer Kay Gilland (hereinafter collectively sometimes referred to as "Members").

WITNESSETH

Whereas, the Members desire to form a Limited Liability Company hereinafter referred to as the "LLC", for the term and upon the conditions hereinafter set forth. In consideration of the mutual covenants hereinafter contained, it is agreed by and among the Members as follows:

Article I

BASIC STRUCTURE

- 1.1 **Form.** The Members hereby form a LLC pursuant to the Laws of the State of Kentucky
- 1.2 **Name.** The business of the LLC shall be conducted under the name JenVan, LLC doing business as "the Planet experience".
- 1.3 **Place of Business.** The principle office of the business of the LLC shall be located at 1041 Cherokee Road, Apt. #2, Louisville, Kentucky 40204.
- 1.4 **Term.** The LLC shall continue for an indefinite period, unless earlier terminated in the following manner:
 - 1.4.1. By completion of the purpose intended, or
 - 1.4.2. Pursuant to the Agreement, or
 - 1.4.3. By applicable Kentucky law, or
 - 1.4.4. By death, insanity, bankruptcy, retirement, withdrawal, resignation, expulsion or disability of all of the Members.
- 1.5 **Purpose-General.** The purpose for which this LLC is organized is for operating a bar/tavern/bistro selling liquor by the drink, beer and wine and food.

Article II

FINANCIAL ARRANGEMENTS

- 2.1 **Initial Contribution of Members.** Each Member has contributed to the initial Capital of the LLC property in the amount and as recorded on the books of the LLC. Capital Contributions to the LLC shall not be expected to earn interest.
- 2.2 **Additional Capital Contributions.** If at any time during the existence of the LLC it shall be necessary to increase the capital with which the said LLC is doing business, then the parties to this Agreement shall contribute to the capital of this LLC in an amount according to her then Percentage Share of the Capital as called for by the Member(s), or an amount acceptable to the Members.
- 2.3 **Percentage Share of the Profits and Capital.** The Percentage Share of Profits and Capital of each Member shall be determined on a case by case basis involving each item of property bought and resold. In the absence of such individual agreement, all shares shall be as follows: Jennifer Kay Gilland 50% and Marjorie Louise Van Gilder 50%.
- 2.4 **Interest.** No Interest shall be paid on any contributions to the Capital of the LLC.
- 2.5 **Return of Capital Contributions.** No Member shall have the right to demand return of her capital contributions except as herein provided.
- 2.6 **Rights of Priority.** Except as herein provided, the individual Members shall have no right to any priority over each other as to the return of capital contributions except as herein provided.
- 2.7 **Distributions of Profit.** Distributions to the Members of the net operating profits of the LLC, as hereinafter defined, shall be made at such times, as both of the Members shall agree.
- 2.8 **Compensation.** A Member can receive compensation from the LLC if that Member