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TALLAHASSEE, FLORIDA

J. BRYAN

NOV 18 2009

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: GRO-PRO LLC

(Name of Limited Liability Company)

The enclosed Articles of Dissolution and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

RANDALL V. CANADY

(Name of Person)

(Firm/Company)

102 GUYMON CT

(Address)

MORRISVILLE, NC 27560

(City/State and Zip Code)

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For further information concerning this matter, please call:

RANDALL V. CANADY

(Name of Person)

at (919) 610-1065

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF DISSOLUTION
FOR
A LIMITED LIABILITY COMPANY

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1. The name of a limited liability company is
GRO-PRO LLC

2. The Articles of Organization were filed on MAY 27, 2003 and assigned document number
L03000018909

3. The date the dissolution was approved: 10/29/09

4. A description of occurrence that resulted in the limited liability company's dissolution pursuant to section
608.441, Florida Statutes, (copy 608.441 on back cover letter).

Written consent of all the members of the limited liability company.

5. CHECK ONE:

- ☐ All debts, obligations and liabilities of the limited liability company have been paid or discharged.
-OR-
☒ Adequate provision has been made for the debts, obligations and liabilities pursuant to s. 608.4421.

6. All remaining property and assets have been distributed among its members in accordance with their respective
rights and interests.

7. CHECK ONE:

- ☒ There are no suits pending against the company in any court.
-OR-
☐ Adequate provision has been made for the satisfaction of any judgment, order or decree which may be
entered against it in any pending suit.

Signatures of the members having the same percentage of membership interests necessary to approve the dissolution:

Signature

Printed Name

x Randall V. Canady

VANNRAY HOLDING, INC., BY:

RANDALL V. CANADY

x Jackson Farrow Jr.

STEPHENS GRO-PRO LLC, BY:

JACKSON FARROW

FILING FEE: \$25.00

GRO-PRO LLC
UNANIMOUS WRITTEN CONSENT OF
THE MEMBERS
TO ACTION WITHOUT A MEETING

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The undersigned, being all the members (the "Members") of Gro-Pro LLC, a Florida limited liability company (the "Company"), do hereby waive any and all requirements for the holding of a meeting of the Members on the subject matters hereof, and do hereby take the following actions and adopt the following resolutions:

1. Dissolution of the Company.

WHEREAS, the Members have concluded that it would be in the best interests of the Company that the Company dissolve, wind up its affairs in an orderly fashion, and liquidate in accordance with the requirements of the Florida Limited Liability Company Act (the "Florida Act");

NOW, THEREFORE, BE IT RESOLVED, that the dissolution of the Company and the following plan of distribution (the "Plan") shall be, and the same hereby is, authorized and approved by the Members pursuant to the Florida Act:

- (a) All business activities of Gro-Pro LLC shall be discontinued, except for those activities which are appropriate to wind up and liquidate its business and affairs under the Florida Act, and the affairs of Gro-Pro LLC shall be wound up in an orderly manner;
- (b) Gro-Pro LLC shall pay or make reasonable provision to pay all claims and obligations, including all contingent, conditional, or unmatured claims known to Gro-Pro LLC and all claims which are known to Gro-Pro LLC but for which the identity of the claimant is unknown. Such claims shall be paid in full, and any such provision for payment made shall be made in full if there are sufficient funds. If there are insufficient funds, such claims and obligations shall be paid or provided for according to their priority and, among claims of equal priority, ratably to the extent of funds legally available therefore.
- (c) After paying or making reasonable provision as provided above, any remaining funds shall be distributed in the following order: (1) To creditors, including members who are creditors, to the extent permitted by law in satisfaction of liabilities of Gro-Pro LLC; (2) Except as provided in the operating agreement, to members and former members in satisfaction of liabilities for distributions; and finally (3) except as provided in the articles of organization or the operating agreement of Gro-Pro LLC, to members of Gro-Pro LLC pro rata in proportion to their then-current percentage, or other interests in the profits of the Gro-Pro LLC.

RESOLVED, FURTHER, that that the managers of the Company ("Managers") shall be, and they hereby are, authorized and directed to file on behalf of Gro-Pro LLC Articles of Dissolution with the Secretary of State of Florida and to do and perform, or cause to be done or performed, any and all other acts which they deem necessary or proper to accomplish the dissolution and liquidation of Gro-Pro LLC and to otherwise carry out the Plan.

2. Dissolution of Etigra LLC.

WHEREAS, the Members have concluded that it would be in the best interests of the Company that Etigra LLC, a subsidiary of Gro-Pro LLC, dissolve, wind up its affairs in an orderly fashion,

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and liquidate in accordance with the requirements of the Delaware Limited Liability Company Act (the "Delaware Act");

NOW, THEREFORE, BE IT RESOLVED, that the dissolution of Etigra LLC and the following plan of distribution (the "Plan") shall be, and the same hereby is, authorized and approved by the Members, and the Managers are authorized and directed to take all actions necessary or proper to effectuate the Plan, including, without limitation, signing any written consent of the member of Etigra LLC authorizing the dissolution and liquidation of Etigra and the adoption of the Plan:

- (a) All business activities of Etigra LLC shall be discontinued, except for those activities which are appropriate to wind up and liquidate its business and affairs under the Delaware Act, and the affairs of Etigra LLC shall be wound up by the managers of Etigra LLC in an orderly manner;
- (b) Etigra LLC shall pay or make reasonable provision to pay all claims and obligations, including all contingent, conditional or unmatured contractual claims known to Etigra LLC;
- (c) Etigra LLC shall make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against Etigra LLC which is the subject of a pending action, suit or proceedings to which Etigra LLC is a party;
- (d) Etigra LLC shall make such provision as will be reasonably likely to be sufficient to provide compensation for claims that have not been made known to Etigra LLC or that have not arisen but that, based on facts known to Etigra LLC, are likely to arise or to become known to Etigra LLC within 10 years after the date of dissolution;
- (e) If Etigra LLC has sufficient assets to do so, all claims identified in (b), (c), and (d) above shall be paid in full, and any such provision for payment shall be made in full. If Etigra LLC has insufficient assets to pay and make provision for payment in full of such claims and obligations, such claims and obligations shall be paid or provided for according to their priority, and among claims of equal priority, ratably to the extent of assets legally available therefore;
- (f) Etigra LLC shall distribute to its Member any remaining assets, except such cash, property or assets as are required for paying or making reasonable provision for the claims and obligations of Etigra LLC. Etigra LLC may establish and set aside a reasonable amount of cash and/or property to satisfy claims against Etigra LLC, including, without limitation, tax obligations, all expenses related to the sale of Etigra LLC's property and assets, all expenses related to the collection and defense of Etigra LLC's property and assets, and the liquidation and dissolution provided for in this Plan.

RESOLVED, FURTHER, that that Managers shall be, and they hereby are, authorized and directed to do and perform, or cause to be done or performed, any and all other acts which they deem necessary or proper to accomplish the dissolution, liquidation and winding up of Etigra LLC and to otherwise carry out the Plan.

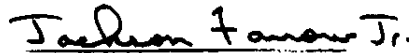
Facsimile Transmission

A facsimile, telecopy or other reproduction of this written consent may be executed by any party hereto, and an executed copy of these resolutions may be delivered by any such party by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

The undersigned hereby consent and affirm that the actions set forth in the foregoing resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Members of the Company, effective as of the date hereof, and direct that this document be filed with the minutes of the Company.

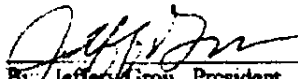
This written consent shall be effective on the date appearing below the Members' signatures.

STEPHENS GRO-PRO LLC, an Arkansas limited liability company



By: Jackson Farrow, Jr., Manager

VANNRAY HOLDING, INC., a Florida corporation



By: Jeffery Grow, President

Date: 10-29-2009

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