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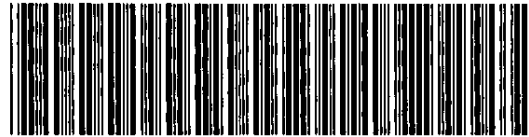
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T. CLINE

OCT 15 2012

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: 110%, 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:

Lori Aldrich

(Name of Person)

Upchurch, Bailey and Upchurch, P.A.

(Firm/Company)

780 N. Ponce de Leon Blvd.

(Address)

St. Augustine, Florida 32084

(City/State and Zip Code)

For further information concerning this matter, please call:

Lori Aldrich

(Name of Person)

at (904) 829-9066

(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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**ARTICLES OF DISSOLUTION
FOR
A LIMITED LIABILITY COMPANY**

1. The name of a limited liability company is

110%, LLC

2. The Articles of Organization were filed on 04/25/06 and assigned document number L06000042870

3. The date the dissolution was approved: October 3, 2012

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).

The requirement of the Operating Agreement that the limited liability company be dissolved at this time (Section 608.441(1)(b), Florida Statutes). See Section 3 of the Amendment to Operating Agreement of 110%, LLC, attached hereto as Exhibit A.

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

Bill L. Farris

Printed Name

Bill L. Farris, Manager

Exhibit A

AMENDMENT TO
OPERATING AGREEMENT
OF
110%, LLC

The undersigned, whom or which are all of the current members of 110%, LLC, a Florida limited liability company created under the Act (the "Company"), hereby amend that certain Operating Agreement of the Company that was made and entered into effective as of April 25, 2006, and that is further described in Recital A below, as follows:

RECITALS

A. Effective as of April 25, 2006, all of the following individuals and legal entity signed (or caused to be signed) and unanimously entered into that certain written Operating Agreement of the Company, all in accordance with Section 608.423(1), Florida Statutes, a copy of which is attached hereto as "Exhibit A" and, by this reference, is incorporated herein ("Original Agreement"):

Pete Wheeler
John William Buening
John Eugene Buening
Bill Lowell Farris
Dakota Investments, LLC, a Florida limited liability company
Pat Hardcastle
James Buening

B. In accordance with Section 608.423(3), Florida Statutes, and with Section 10.12 of the Original Agreement, the Original Agreement may be amended by all of the current members of the Company.

C. As of the effective date of this Amendment, all of the current members of the Company are as follows:

John William Buening
John Eugene Buening
Bill Lowell Farris
Dakota Investments, LLC, a Florida limited liability company
Spencer-Wheeler Holdings, Inc., a Florida corporation

D. None of the means, transactions or arrangements that may have caused or resulted in any differences between (i) the group individuals or entities who or which constituted the original members (as listed in Recital A) and (ii) the group of individuals or entities who or which now constitute the current members (as listed in Recital C) are relevant to the purposes or significance

of this Amendment, and no inferences are to be drawn from either the fact of this Amendment or any of the terms or provisions hereof regarding such means, transactions or arrangements.

E. All of the parties hereto intend to effectively and validly amend the Original Agreement as provided below.

OPERATIVE PROVISIONS

1. All of the parties hereto hereby acknowledge and agree that each and every one of the Recitals above is an accurate statement of fact, and hereby stipulates to that accuracy and agrees to be bound by all of such statements of fact.

2. When used in this Agreement, unless defined herein, all capitalized terms have the same meaning as is ascribed to them in the Original Agreement.

3. Section 1.3 is hereby amended to read as follows:

From and after the effective date of this Amendment, the purposes of the Company, and the scope of its activities, shall be – and shall be limited to – to dissolve, to wind up its affairs, to marshal its assets, and to liquidate, all to the fullest extent allowed by Sections 608.441 through 608.4493, inclusive, of the Act.

4. Section 3.2 is hereby deleted in its entirety.

5. Section 3.3 is hereby deleted in its entirety.

6. Section 3.4 is hereby amended to read as follows:

Section 3.4(a).

(i) Single Manager. The Company shall be managed exclusively by a single manager, who shall be Bill L. Farris, who shall serve until either his removal by the members or his resignation pursuant to this Section 3.4(a).

(ii) Removal. The members may remove the manager, without having to possess, state or prove cause, by the written consent of members holding at least seventy-five percent (75%) of the voting power of all membership interests. The removal of a manager without stating or proving cause shall not bar a later claim that the manager engaged in misconduct while a manager.

(iii) Resignation. The manager may resign by providing written notice to all members, using the means of notice stated in the Original Agreement for giving notice to members. If the Original Agreement does not specify a means of giving notice, the manager must give notice by

a means sufficient under the Act. The resignation shall take effect sixty (60) days after the date the manager gives notice to all members, or at a later date stated in the notice of resignation.

(iv) Interim Management. Once the resignation of the manager is effective or the members remove the manager, the Company shall be managed by John Eugene Buening, or if the specified interim manager is not available or will not serve, then by any other interim manager chosen with the unanimous consent of the members, until the members choose a replacement manager as provided in Section 3.4(a)(v).

(v) Replacement Manager. The members shall appoint a replacement manager, by the written consent of members holding seventy-five percent (75%) of the voting power of all membership interests. In the case of the removal of a manager under Section 3.4(a)(ii), the same written consent that removes the manager also may appoint a replacement manager. The replacement manager may be, but shall not be required to be, a member of the Company. Once appointed, the replacement manager shall have all of the powers and duties of the initial manager.

Section 3.4(b). Authority of Manager.

(i) Manager's Operational Authority. Except as provided in Section 3.4(b)(ii) below, the manager shall have sole authority to manage the Company, and he hereby is authorized to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company to conduct or further the Company's purposes as set forth in Section 1.3, including, but not limited to, all of the authority that is possessed by a receiver who is appointed by the court, pursuant to Section 608.4492(1), Florida Statutes, in a judicial proceeding brought to dissolve a Florida limited liability company. This provision does not alter or waive any duty that the manager may have to the Company, under either the Act or the Articles, concerning the manager's exercise of his management authority.

(ii) Matters Reserved to the Members. The manager shall have no authority to take the following actions unless first authorized to do so by members holding at least eighty-nine percent (89%) of the voting power of membership interests, with the authorization to be given by written consent:

- Any action that results in a sale or other disposition of the real property owned by the Company that does not simultaneously involve the complete satisfaction of the first mortgage loan that encumbers such property as well as all guarantees of such loan, without the payment by any party of any amounts of money other than the full amount of the net proceeds of such sale or other disposition.

Section 3.4(c). No Authority of Members. No member of the Company, other than the manager who is appointed pursuant to Section 3.4(a), shall be an agent of the Company or shall have the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the Company.

Section 3.4(d). Amendment of Articles of Organization. The Manager shall have the authority to, and hereby is required to, cause the Company's Articles of Organization to be amended to the fullest extent necessary – and to that extent only – to conform the Articles, as amended, to the Operating Agreement, as amended by this Amendment, and thereby to eliminate or to prevent any and all conflicts or contradictions between the Articles, as amended, and the Operating Agreement, as hereby amended.

7. Section 3.5 is hereby deleted in its entirety.

8. Section 3.6 is hereby amended to read as follows:

Section 3.6(a). Specific Powers of Sole Manager.

(a) The sole manager may, but shall not be required to, cause the Company to engage the services of a competent person or firm to be responsible for authenticating the records of the Company, including keeping correct and complete books of account which show accurately at all times the financial condition of the Company, safeguarding all funds, notes, securities, and other valuables which may from time to time come into possession of the Company and depositing all funds of the Company with such depositories as the sole manager shall designate. Such person or firm may have such other duties as the sole manager may from time to time prescribe, but under no circumstances shall such person or firm have any of the authority, powers, responsibilities or duties of the sole manager.

(b) No contract, deed, mortgage, lease or other agreement or instrument shall be signed on behalf of the Company by any member other than the sole manager. Every contract, deed, mortgage, lease and other instrument executed by the sole manager shall be conclusive evidence in favor of every person relying on, or claiming under, the fact that, at the time of the delivery thereof, (i) the Company was in existence, (ii) neither this Agreement, as amended hereby, nor the Articles, as amended pursuant to Section 3.4(d) hereof, had been further amended in any manner to restrict the delegation of authority to the sole manager herein, and (iii) the execution and delivery of such instrument was duly authorized by the Original Agreement, as amended hereby.

9. Section 3.8 is hereby deleted in its entirety.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the latest date on which this Amendment was signed below.

Spencer-Wheeler Holdings, Inc., a Florida corporation

By: 
John W. Spencer, Vice President

Dated: ~~August~~ SEP 28, 2012

John Eugene Buening
Dated: August __, 2012

John William Buening
Dated: August __, 2012

Bill L. Farris

Bill L. Farris
Dated: August 2, 2012

October

BF

Dakota Investments, LLC, a Florida limited liability
company


By: _____
Fred Winkler, Managing Partner
Dated: August __, 2012

John Eugene Buening
Dated: August __, 2012

John William Buening
Dated: August __, 2012

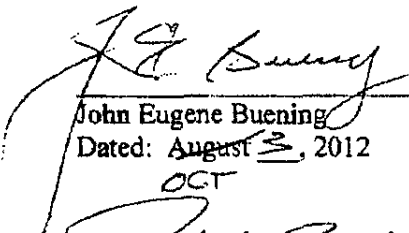
Bill L. Farris
Dated: August __, 2012

Dakota Investments, LLC, a Florida limited liability
company

By: 
Fred Winkler, Managing Partner


Dated: August __, 2012

Oct 2, 2012



John Eugene Buening
Dated: August 3, 2012

OCT



John William Buening
Dated: August 3, 2012

OCT-

Bill L. Farris
Dated: August __, 2012

Dakota Investments, LLC, a Florida limited liability
company

By: _____
Fred Winkler, Managing Partner
Dated: August __, 2012