

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
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Filing Fee: \$500
Expedited Fee: \$100
Approved By: HAB

FILED
MAR 11 2010
Jesse White
Secretary of State

1. Limited Liability Company Name: GROPRO ENTERPRISES, LLC

2. Address of Principal Place of Business where records of the company will be kept:
1022 GUNDERSON AVENUE
OAK PARK, IL 60304

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:
JAMES A GROSSO
1022 GUNDERSON AVE
OAK PARK, IL 60304-2118 COOK

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

- GROSSO, JAMES A
1022 GUNDERSON AVENUE, OAK PARK, IL 60304
- GROSSO, MARY K
1022 GUNDERSON AVENUE, OAK PARK, IL 60304
- PRODEHL, STEVEN J
349 MARION COURT, BOLLINGBROOK, IL 60439
- GROSSO, GABRIEL J
6909 30TH PLACE, BENSenville, IL 60402



Doc#: 1016648102 Fee: \$38.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 06/15/2010 11:39 AM Pg. 1 of 2

8. Name and Address of Organizer
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: MARCH 11, 2010

JAMES A GROSSO
1022 GUNDERSON AVENUE
OAK PARK, IL 60304

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Gropro Enterprises, LLC Agreement # 1.1

- We the undersigned are forming a Limited Liability Company (LLC) for the purpose of purchasing, rehabilitating and re-selling below market value real property in the Chicago metropolitan area.
- Funds to conduct business will be provided as follows: The total contribution for our first project will be \$100,000, with James and Mary Grosso to contribute 51% (for \$51,000), Steven Prodehl to contribute 24.5% (or \$24,500), Charles and Beverly Prodehl to contribute 24.5% (or \$24,500).
- All rehab work will be contracted to Grosso Carpentry, LLC, who will be responsible for all day to day decisions regarding the work.
- Grosso Carpentry will receive weekly "guaranteed payments" of \$750 during rehabilitation of the property.
- In the event a major change in plans becomes necessary due to unforeseen circumstances, Grosso Carpentry will consult with the other members of the LLC regarding a change in scope.
- Steven Prodehl will serve on an "as needed" basis as legal advisor.
- James Grosso will serve on an "as needed" basis as project manager / record keeper.
- Beverly Prodehl will review all income and expense records.
- Profits or losses will be allocated after sale of the property according to the following percentages: Gabriel Grosso (Grosso Carpentry) at 50% minus the total guaranteed payments, James and Mary Grosso at 25.5%, Steven Prodehl at 12.25%, Charles and Beverly Prodehl at 12.25%
- If any of the parties needs to leave this agreement, they would be entitled to the percent defined in the previous paragraph (#9) of cash in the company at the time they would leave.
- James Grosso, Mary Grosso and Gabriel Grosso will each have the authority individually to execute real estate transactions on behalf of the LLC.

Gabriel Grosso	<u>Gabriel J. Grosso</u>	Date	<u>6/2/10</u>
James Grosso	<u>James A. Grosso</u>	Date	<u>6/2/2010</u>
Mary Grosso	<u>Mary K. Grosso</u>	Date	<u>6/2/2010</u>
Steven Prodehl	<u>Steven Prodehl</u>	Date	<u>6/2/10</u>
Beverly Prodehl	<u>Beverly Prodehl</u>	Date	<u>6/5/10</u>
Charles Prodehl	<u>Charles Prodehl</u>	Date	<u>6/5/10</u>

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