

L06000109965

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13 OCT 23 PM 2:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

T. Burch OCT 25 2013

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Atlas Properties of Florida, LLC  
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

JAMES S. HICKMAN

Name of Person

ATLAS PROPERTIES OF FL. LLC

Firm/Company

2006 SHORELAND DR

Address

AUBURNDALE, FL. 33823

City/State and Zip Code

JHICKMAN@CAR-O-VAN.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

JAMES HICKMAN

Name of Person

at (863) 604-2470

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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 9, 2013

JAMES HICKMAN  
2006 ORELAND DR  
AUBURNDALE, FL 33823

SUBJECT: ATLAS PROPERTIES OF FLORIDA, LLC  
Ref. Number: L06000109965

We have received your document for ATLAS PROPERTIES OF FLORIDA, LLC and your check(s) totaling \$30.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 608.407, Florida Statutes, requires the document(s) to be signed by a member or by the authorized representative of a member.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Tim Burch  
Regulatory Specialist II

Letter Number: 213A00023694

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF

Atlas Properties of Florida, LLC

(Name of the Limited Liability Company as it now appears on our records.)  
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 11-13-06

Florida document number LC6000109965

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

NA

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

2006 SHORELAND DR  
AUBURNDALE, FL. 33823

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

2006 SHORELAND DR  
AUBURNDALE, FL. 33823

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Gregory A. Richards, Jr.

New Registered Office Address:

202 S. Rome Avenue, Suite 100

Enter Florida street address

Tampa  
City

Florida 33606  
Zip Code

New Registered Agent's Signature, If Changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

Gregory A. Richards, Jr.  
If Changing Registered Agent, Signature of New Registered Agent

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3 OCT 23 PM 2:01  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager  
MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Hickman Family Trust	1107 Peninsula Dr.	<input type="checkbox"/> Add
		Haines City, FL 33844	<input checked="" type="checkbox"/> Remove
MGRM	James S. Hickman	2006 Shoreland Dr	<input checked="" type="checkbox"/> Add
		Auburndale, FL 33823	<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
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			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove

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TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

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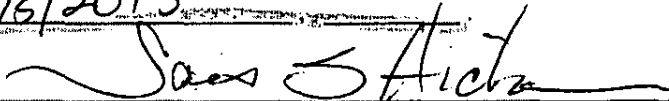
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Dated

10/15/2013



Signature of a member or authorized representative of a member

JAMES S. HICKMAN

Typed or printed name of signee

Page 3 of 3

Filing Fee: \$25.00

Attachment: Third Amended and Restated Operating Agreement.

FILED  
13 OCT 23 PM 2:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**THIRD AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
ATLAS PROPERTIES OF FLORIDA, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY**

This Third Amended and Restated Operating Agreement (the "Operating Agreement") is entered into effective this 30<sup>th</sup> day of JUNE, 2013, by JAMES S. HICKMAN and WILLIAM H. HICKMAN (the "Members"), as the members of ATLAS PROPERTIES OF FLORIDA, LLC, a Florida limited liability company (the "Company").

**WITNESSETH:**

**WHEREAS**, John L. Hickman, Sr., James Stanley Hickman and Susan Elizabeth Allen, as co-Trustees of the Mary T. Hickman Trust, dated January 2, 1957, transferred all of the membership interest in the Company to John L. Hickman, Sr. and The Bank of Tampa, as co-Trustees of the Audrey M. Hickman Revocable Trust, dated May 2, 1991, as amended;

**WHEREAS**, John L. Hickman, Sr. and The Bank of Tampa, as co-Trustees of the Audrey M. Hickman Revocable Trust, dated May 2, 1991, as amended, then transferred all of the membership interest in the Company to John L. Hickman, Sr. and The Bank of Tampa, as co-Trustees of the Hickman Family Trust, created under the Audrey M. Hickman Revocable Trust, dated May 2, 1991, as amended;

**WHEREAS**, John L. Hickman, Sr. and The Bank of Tampa, as co-Trustees of the Hickman Family Trust, created under the Audrey M. Hickman Revocable Trust, dated May 2, 1991, as amended, then transferred all of the membership interest in the Company to John L. Hickman, Sr., James S. Hickman, and Susan E. Allen, as successor co-Trustees of the Hickman Family Trust, created under the Audrey M. Hickman Revocable Trust, dated May 2, 1991, as amended;

**WHEREAS**, on this date, John L. Hickman, Sr., James S. Hickman, and Susan E. Allen, as co-Trustees of the Hickman Family Trust, created under the Audrey M. Hickman Revocable Trust, dated May 2, 1991, as amended, have transferred sixty percent (60%) of the membership interest in the Company to James S. Hickman and forty percent (40%) of the membership interest in the Company to William H. Hickman; and

**WHEREAS**, the Members hereby wish to amend the existing Operating Agreement of the Company in its entirety and adopt this Agreement as the Operating Agreement of the Company.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **ARTICLE I**

### **Defined Terms**

The following capitalized terms shall have the meanings specified in this Article I. Terms used in this Operating Agreement that are not defined herein shall have the meaning given to them under the Act.

*"Act"* means the Florida Limited Liability Company Act, as amended from time to time.

*"Articles of Organization"* mean the articles of organization filed with the Florida Department of State pursuant to the Act to form the Company, as originally executed and amended, modified, supplemented, or restated from time to time, as the context requires.

*"Articles of Dissolution"* mean articles of dissolution filed in accordance with Section 608.445 - 608.446 of the Act.

*"Code"* means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

*"Company"* means the Company defined as such in the preamble of this Operating Agreement.

*"Department of State"* means the Florida Department of State.

*"Insolvent"* means the inability of the Company to pay the Company's debts as they become due in the ordinary course of business or that the fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved and terminated at the time of the distribution, to satisfy the preferential distribution rights of members accrued through such dissolution and termination, if any.

*"Interest"* means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company, and a Person's capital.

*"Member"* means the Persons signing this Operating Agreement and any Person who subsequently is admitted as a member of the Company.

*"Membership Rights"* means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and records as provided in the Act and this Operating Agreement; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) the right to act as an agent of the Company.

*"Net Cash Flow"* means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Members in their sole discretion. "Net



Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with the Code.

"Transfer" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

## ARTICLE II

### Formation and Name; Office; Purpose; Term

Section 2.1. *Organization.* The Members hereby organize the Company pursuant to the Act and the provisions of this Operating Agreement and, for that purpose, have caused Articles of Organization to be prepared, executed, and filed with the Department of State.

Section 2.2. *Name of the Company.* The name of the Company shall be "Atlas Properties of Florida, LLC." The Company may do business under that name and under any other name or names upon which the Members may, in the Members' sole discretion, determine. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a fictitious name registration as required by law.

Section 2.3. *Purpose.* The Company is organized for any lawful purpose, and to do any and all things necessary, convenient, or incidental to that purpose.

Section 2.4. *Term.* The term of the Company began upon the acceptance of the Articles of Organization by the Department of State and its duration shall be perpetual, unless its existence is sooner terminated pursuant to Article VII of this Operating Agreement.

Section 2.5. *Principal Office.* The principal office of the Company shall be located at 2006 Shoreland Drive, Auburndale, Florida 33823, or at any other place which the Members otherwise determine.

Section 2.6. *Registered Agent/Registered Office.* The Company's registered agent and registered office in the State of Florida shall be Gregory A. Richards, Jr., Allen Dell, P.A., 202 S. Rome Avenue, Suite 100, Tampa, Florida 33606, or at any other place which the Members otherwise determine.

Section 2.7. *Members.* The names and Interests of the Members are as follows:

Name:	Interest:
James S. Hickman	60%
William H. Hickman	40%

### **ARTICLE III Capital**

Section 3.1. *Capital Contributions.* The capital contributions of the Members and their predecessors shall be reflected in the books and records of the Company.

Section 3.2. *No Other Capital Contributions Required.* The Members shall not be required to contribute any additional capital to the Company, and except as set forth in the Act, the Members shall have no personal liability for any obligations of the Company.

Section 3.3. *Loans.* The Members may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

### **ARTICLE IV Profit, Loss, and Distributions**

Section 4.1. *Distributions of Net Cash Flow.* Net Cash Flow for each taxable year of the Company shall be distributed to the Members on the dates determined by the Members in the Members' sole discretion. The Members may not receive a distribution of Net Cash Flow from the Company to the extent that, after giving effect to the distribution, the Company would be Insolvent.

Section 4.2. *Allocation of Profit or Loss.* All Profit or Loss shall be allocated to the Members.

### **ARTICLE V Management: Rights, Powers, and Duties**

Section 5.1. *Management.* The Company shall be managed solely by the Members.

Section 5.2. *Liability and Indemnification.*

5.2.1. The Members shall not be liable, responsible, or accountable, in damages or otherwise, to the Company for any act performed by the Members with respect to Company matters.

5.2.2. The Company shall indemnify the Members to the fullest extent provided by the Act for any act performed (or failure to act) by the Members with respect to Company matters.

**ARTICLE VI**  
**Transfer of Interests**

Section 6.1. *Transfers.* The Members may Transfer all, or any portion of, the Members' interest or rights in, the Members' Membership Rights to one or more Persons.

**ARTICLE VII**  
**Dissolution, Liquidation, and Termination of the Company**

Section 7.1. *Events of Dissolution.* The Company shall be dissolved upon the written consent of the Members to dissolve the Company.

Section 7.2. *No Involuntary Withdrawal.* Notwithstanding the provisions of Section 608.4237(1) of the Act, the Members shall not cease to be members as a result of the occurrence of any of the events described therein.

Section 7.3. *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed in accordance with Section 608.444 of the Act.

Section 7.4. *Filing of Articles of Dissolution.* If the Company is dissolved, Articles of Dissolution shall be promptly filed with the Department of State. If there are no remaining members, the Articles of Dissolution shall be filed by the last Person to be a Member; if there are no remaining members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

**ARTICLE VIII**  
**Books, Records, Accounting, and Tax Elections**

Section 8.1. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

Section 8.2. *Books and Records.* The Members shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The books and records, if any, shall be maintained in accordance with sound accounting principles and practices. The Members shall additionally keep at the Company's principal office the following records: (i) a current list of the full names and last known business, residence, or mailing addresses of all Members and managers; (ii) a copy of the Articles of Organization and all certificates of conversion; (iii) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years; and (iv) a copy of this Operating Agreement and any financial statements of the Company for the three (3) most recent years.

Section 8.3. *Fiscal and Taxable Year.* The fiscal year and taxable year of the Company shall begin on January 1 and end on December 31, except for its first year, which shall begin on the Company's date of existence.

## **ARTICLE IX**

### **General Provisions**

Section 9.1. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Operating Agreement shall be governed by the internal law, not the law of conflicts, of the State of Florida.

Section 9.2. *Headings.* The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Operating Agreement or the intent of the provisions hereof.


Section 9.3. *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

Section 9.4. *Separability of Provisions.* Each provision of this Operating Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Operating Agreement which are valid.

**IN WITNESS WHEREOF**, the Members have duly executed this Operating Agreement, as of the date set forth hereinabove.

#### **MEMBERS:**

  
James S. Hickman

  
William H. Hickman