

L13000153903

(Requestor's Name)

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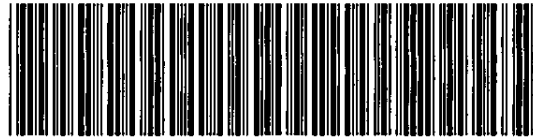
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FEB 28 2013

T. HAMPTON



February 4, 2014

Secretary of State
Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Articles of Organization for Tillman Volusia Operating, LLC, and Amended
and Restated Articles of Organization for Tillman Holdings, LLC

Dear Sir/Madam:

Enclosed please find: (A) the original signed articles of organization for Tillman Volusia Operating, LLC; (B) the original signed Amended and Restated Articles of Organization for Tillman Holdings, LLC; (B) two checks in the amount of \$125.00 and \$25.00, to cover the filing fees, respectively. Please file the articles of organization and the amended and restated articles of organization and send notification of same to 220 N. Rosalind Ave., First Floor, Orlando, FL 32801.

If you have any questions or need further information, please do not hesitate to contact me at the telephone number below. Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'E. Alexander'.

Edward R. Alexander, Jr.

Enclosures



February 26, 2014

Ms. Tammy Hampton
Regulatory Specialist, III
Secretary of State
Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Tillman Holdings, LLC
Ref. Number: L13000153903

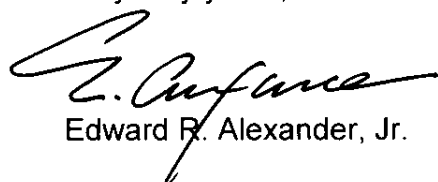
Dear Ms. Hampton:

I am in receipt of your letter number 214A00002739 advising us of revisions required to comply with Chapter 605, Florida Statutes on the Amended and Restated Articles of Organization my firm submitted to the state for filing.

Enclosed find the corrected amended and restated articles of organization. Please file the corrected amended and restated articles of organization and send notification of same to 220 N. Rosalind Ave., First Floor, Orlando, FL 32801.

If you have any questions or need further information, please do not hesitate to call me at (407) 649-7777. Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'E. Alexander'.

Edward R. Alexander, Jr.

Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 6, 2014

EDWARD R ALEXANDER JR
ENTREPRENEURSHIP LAW FIRM
220 N ROSALIND AVE - FIRST FLOOR
ORLANDO, FL 32801

SUBJECT: TILLMAN HOLDINGS, LLC
Ref. Number: L13000153903

We have received your document for TILLMAN HOLDINGS, LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Effective January 1, 2014, all limited liability company forms must be submitted in accordance with the Revised Limited Liability Company Act, Chapter 605, Florida Statutes. The proper form is enclosed for your convenience.

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.

Tammy Hampton
Regulatory Specialist III

Letter Number: 214A00002739

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF**

TILLMAN HOLDINGS, LLC
a Florida Limited Liability Company

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Tillman Holdings, LLC, a Florida limited liability company, hereby adopts and files these Amended and Restated Articles of Organization, in accordance with Section 605.0202, Florida Statutes, as an amendment to, and in replacement of, its Articles of Organization originally filed November 1, 2013.

The sole member and the sole manager unanimously adopted and approved these Amended and Restated Articles of Organization on January 31, 2014.

Article I. Name.

The name of this limited liability company (the "**Company**") is:

TILLMAN HOLDINGS, LLC

Article II. Principal & Mailing Address.

The principal address of the Company is 870 Industrial Court, Suite A, Pensacola, FL 32505 and the mailing address of the Company is 3882 Center Loop, Orlando, FL 32808.

Article III. Business Purpose and Powers.

The purpose of the Company's operations shall be any lawful purpose for which a limited liability company may be organized under the laws of the State of Florida, in accordance with §605.0108 of the Florida Limited Liability Company Act, and the Company shall have all the powers granted a limited liability company under the laws of the State of Florida, in accordance with §605.0109, of the Florida Limited Liability Company Act. From time to time the Members may provide for a specific business purpose or purposes of the Company and may limit the powers of the Company in the operating agreement of the Company (the "**Operating Agreement**").

Article IV. Management.

Section 4.01 Management of the Company's business and affairs is vested in a board of managers. Managers may, but need not be, members of the Company.

Section 4.02 The number of managers may be either increased or decreased from time to time by the members of the Company in accordance with the Operating Agreement, but the number of managers of this Company shall always be at least one. The initial manager of the Company shall be Michael B. Tillman, whose address is 3882 Center Loop, Orlando, FL 32808.

Section 4.03 Managers, as such, shall receive such compensation for their services, if any, as may be set by the board of managers at any duly called meeting.

The board of managers may authorize and require the payment of reasonable expenses incurred by the managers in attending meetings of the board of managers.

Section 4.04 Nothing in this Article shall be construed to preclude the managers from serving the Company in any other capacity and receiving compensation therefore.

Section 4.05 Except as may be set forth in the Operating Agreement, any manager may be removed from office by the holders of a majority of the membership interests entitled to vote thereon at any annual or special meeting of the members of this Company, for any cause or for no cause.

Section 4.06 Except as set forth in the Operating Agreement, in case one or more vacancies shall occur in the board of managers by reason of death, resignation or otherwise, the vacancies shall be filled by at the next annual meeting (or special meeting called for the purpose of filling such vacancies) of the members provided however, any such vacancy may be filled by the managers until the members have acted to fill the vacancy.

Article V. Operating Agreement.

The members may, from time to time, adopt, amend, alter and repeal the Operating Agreement by that percentage vote of the members, by membership interest, set forth in the Operating Agreement or, in the absence thereof, by eighty percent (80%), provided, however:

- (A) the Operating Agreement and all replacements, amendments and alterations thereto shall, in all cases, be in writing; and
- (B) no amendment requiring an additional capital contribution from any member shall be valid without the written approval of such member.

Article VI. Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property.

Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company only if they are executed by all of the managers; provided, however, the managers may, in accordance with these Articles of Organization and the Operating Agreement, appoint one manager to execute such documents on behalf of the board of managers.

Article VII. Meetings of the members.

Annual and special meetings of the members shall be held at such time as may be stated or fixed in accordance with the Operating Agreement, but in no event less than every thirteen months. Failure to hold the annual meeting shall not work as a forfeiture or dissolution of the Company.

Article VIII. Voting.

Except as set forth in the Operating Agreement, which may grant to all or a special group of members the right to consent, vote or agree on a per capita or other basis upon any matter, the members shall vote in accordance with their membership interest in the Company. Except as may be otherwise set forth in the Operating Agreement, the

"membership interest" of a member for voting purposes means the percentage calculated by dividing:

- (A) the number of membership interest units held by such member; by
- (B) the total number of issued and outstanding membership interest units held by all of the members entitled to vote on the matter in question, in accordance with the Operating Agreement or, if not addressed in the Operating, under the Act, excluding, all membership interest units held by any person or entity that was not then admitted as a member pursuant to the Operating Agreement.

Unless the Operating Agreement provides otherwise, a member may vote by proxy or in person.

Unless otherwise provided in the Operating Agreement, a majority of the members entitled to vote on the matters arising at such meeting, by membership interest, but not less than two members shall constitute a quorum. If a quorum is present, the affirmative vote of a majority of the members, by membership interest, represented at such meeting shall be the act of the members, unless the vote of a greater proportion or number, or voting by classes, is required by these Articles of Organization or the Operating Agreement. If a quorum is not represented at any meeting of the members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

Article IX. Action by members without a Meeting.

Unless the Operating Agreement provides otherwise, any action required by, or that may be taken in accordance with, applicable law, the Operating Agreement, or these Articles of Organization at any annual or special meeting of all or any subset of the members of the Company, may be taken without a meeting, without prior notice, and without a vote, if a written consent, setting forth the action so taken, shall be signed by that number of members, by membership interest, having not less than a minimum interest in the Company that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted, but not less than two members. If any class of members is entitled to vote thereon as a class, such written consent shall be required of the members, by membership interest, of each class of members entitled to vote as a class thereon and of the total shares entitled to vote thereon.

Article X. Liability of members and Indemnification.

Section 10.01 A member is liable to the Company only for the difference between the amount of the member's contributions to capital which have been actually made and the amount, if any, which is stated in these Articles of Organization, the Operating Agreement or any other contract to which such member is a party and pursuant to which such a member is obligated to make the contribution, whether currently due or arising in the future.

Section 10.02 The members shall not be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the company.

Section 10.03 The Company shall indemnify against any liability incurred or suffered in any proceeding in which any individual or entity is made a party to the proceeding because he, she or it is or was a manager or member if:

- (A) He or she or it's managing body acted and conducted himself/herself in good faith;
- (B) He or she or it's managing body reasonably believed:
 - (1) in the case of conduct in his, her or its official capacity, that such conduct was in the best interest of the Company; or
 - (2) in all other cases, that his, her or its conduct was, at least, not opposed to the best interests of the Company; and
- (C) in the case of any criminal proceeding, he or she had no reasonable cause to believe that this conduct was unlawful.

Section 10.04 The Company shall advance the reasonable expenses incurred by a manager or member who is a party to a proceeding if:

- (A) such manager or member furnishes the Company with a written affirmation of his, her or its good-faith belief that he, she or it has met the standard of conduct required for indemnification;
- (B) such manager or member furnishes the Company with a written undertaking, executed personally by him, her or it, or on his, her or its behalf, to repay the advance if it is determined that he, she or it did not meet such standard of conduct; and
- (C) a determination is made that the facts then known to those making the determination would not preclude indemnification.

Section 10.05 The Company shall indemnify each manager and each member who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he, she or it was a party, against reasonable expenses incurred by him, her or it in connection with the proceeding.

Section 10.06 A manager or member who is or was a party to a proceeding as described in this section may apply for indemnification to the court conducting such proceeding or to another court of competent jurisdiction.

Article XI. Admission of a New member.

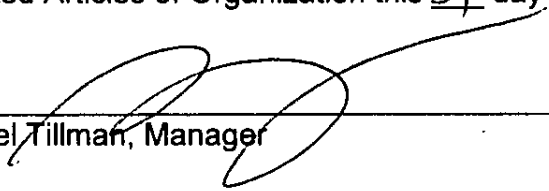
A person or entity may be admitted as a member only upon the percentage vote of the members, by membership interest, set forth in the Operating Agreement or, in the absence thereof, by eighty percent (80%). As a condition precedent to being admitted as a member, such person or entity shall make a capital contribution in the amount determined by the board of managers and enter and become bound by the then current Operating Agreement.

Article XII. Transferability of member's Interest and Withdrawal.

The interests of the members of the Company may be transferred or assigned only as provided in the Operating Agreement. A transferee or assignee of a member shall have no right to participate in the management of the Company or to become a member unless the percentage of members required by the Operating Agreement or these Articles of Organization to admit a new member, without regard to the vote of the member seeking to make the transfer or assignment, approves of the proposed transfer or assignment at a membership meeting. Unless approved in the foregoing manner, a transferee or assignee of a member's interest shall only be entitled to receive the share of profits or other compensation by way of income and the return of the contributions to which the transferring or assigning member would otherwise be entitled.

Other than expressly permitted by applicable law, no member shall be entitled to withdraw from the Company except as set forth in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned, has executed these Amended and Restated Articles of Organization this 31 day of January, 2014.



Michael Tillman, Manager

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA