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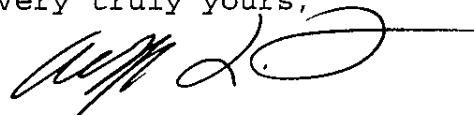
RE: **GOLDEN TRIANGLE SPORTFISHING LIMITED LIABILITY COMPANY**

Dear Sir or Madam:

Enclosed please find the Articles of Organization for Golden Triangle Sportfishing Limited Liability Company LLC. Also enclosed is the fee in the amount of \$125.00. Please return the documents to: Max Alfery, 2107 Pass-A-Grille Way, St. Pete Beach, FL 33706.

Thank you for your consideration in this matter. Please contact me if you have any questions.

Very truly yours,



Alfred L. Frith

ALF/ldc
Enclosures

**ARTICLES OF ORGANIZATION
OF
GOLDEN TRIANGLE SPORTFISHING
LIMITED LIABILITY COMPANY
ARTICLE I. FORMATION AND POWERS**

1.1 In General

The name of the corporation shall be **Golden Triangle Sportfishing Limited Liability Company**:

1.2 Purpose

(a) **In General.** The purpose of the limited liability company is to engage in any lawful act or activity or which a limited liability company can be organized in Florida.

1.3 Agent

(a) **Name:** The name and address of the initial agent for service of process on the limited liability company is: Max Alfery, 2107 Pass-A-Grille Way, St. Pete Beach, Florida, 33706

1.4 Principal Office

(a) **Location:** The principal office of **Golden Triangle Sportfishing Limited Liability Company** is located at: 2107 Pass-A-Grille Way, St. Pete Beach, Florida, 33706. This is both the street address and the mailing address of this entity.

ARTICLE II. MANAGERS

2.1 Member-Managed

(a) **In General.** The limited liability company is to be managed by members voting in proportion to their capital interests.

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(b) **Member(s).** The names and address of the managing member is:
Max Alfery, 2107 Pass-A-Grille Way, St. Pete Beach, Florida 33706.

ARTICLE III. MEMBERSHIP

3.1 Determination of Membership.

(a) **In General.** Membership shall be determined by a majority of members.

ARTICLE IV. MANAGEMENT

4.1 Members

(a) **In General.** The management of the limited liability company shall be vested in its members in proportion to their contributions to the capital of the limited liability company, as adjusted from time to time to properly reflect any additional contributions or withdrawals by the members.

4.2 Duties

(a) **In General.** A manager or managing member shall discharge his or her duties as a manager or managing member, including duties as a member of a committee.

- (1) In good faith;
- (2) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and;
- (3) In a manner he or she reasonably believes to be in the best interests of the limited liability company.

(b) **Information.** In discharging his or her duties, a manager or managing member is entitled to rely on information, opinions, reports, or

statements, including financial statements and other financial data, if prepared or presented by:

- (1) One or more members or employees of the limited liability company whom the manager or managing member reasonably believes to be reliable and competent in the matters presented;
- (2) Legal counsel, public accountants, or other personas as to matters the manager or managing member reasonably believes are within such persons' professional or expert competence; or
- (3) A committee of managers or managing members of which he or she is not a member, if the manager or managing member reasonably believes the committee merits confidence.

(c) Information Relevant to Managers' Duties. In discharging his or her duties, a manager or managing member may consider such factors as he or she deems relevant, including the long-term prospects and interests of the limited liability company and its members, and the social, economic, legal, or other effects of any action on the employees, suppliers, customers of the limited liability company, the communities and society in which the limited liability company operates, and the economy of the state and the nation.

(d) Good Faith. A manager or managing member is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (b) unwarranted.

(e) Liability. A manager or managing member is not liable for any action

taken as a manager or managing member, or any failure to take any action, if he or she performed the duties of his or her position in compliance with this section.

4.3 Emergencies

(a) **Regulations.** The managers may adopt regulations to be effective only in an emergency as defined in subsection (b) below. The emergency regulations, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the limited liability company during an emergency, including procedures for calling a meeting of the managers and designation of additional or substitute managers; except, no such action shall include the following:

(b) **Emergency Defined.** An emergency exists for purposes of this section if the limited liability company's managers cannot readily be assembled because of some catastrophic event.

(c) **Duration of Emergency Regulations.** All provisions of the regular regulations consistent with the emergency regulations remain effective during the emergency. The emergency regulations are not effective after the emergency ends.

(d) **Actions Taken in Emergency.** Actions taken by the limited liability company in good faith in accordance with the emergency regulations have the effect of binding the company and may not be used to impose liability on a manager, employee, or agent of the company.

ARTICLE V. SHARING OF PROFITS AND LOSSES

5.1 In General.

(a) **Allocations Among Members.** The profits and losses of the limited liability company shall be allocated among the members as follows: In proportion to their contribution to the LLC.

ARTICLE VI. VOTING

6.1 In General

(a) **By Members and Managers.** Unless otherwise provided in the regulations:

- (1) All members of the limited liability company shall be entitled to vote on matters relating to the limited liability company; and
- (2) Each member's vote shall be weighted in proportion to the member's relative capital account; however, if the capital account of each member is negative or zero, each member shall have one vote.

ARTICLE VII. ADMISSION OF ADDITIONAL MEMBERS

7.1 In General

(a) **Consent of Other Members.** Except as otherwise provided in the regulations, no person may be admitted as a member unless a majority of the members consents in writing to the admission of the additional member.

ARTICLE VIII. INDEMNIFICATION

8.1 In General

(a) **Indemnification of Persons.** The limited liability company shall

indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a manager or a managing member of the limited liability company or is or was serving at the request of the limited liability company as a manager, managing member, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the limited liability company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the limited liability company, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) Indemnification Against Expenses. The limited liability company shall indemnify any person (who was or is a party to any proceeding by or in the right of the limited liability company to procure a judgment in its favor by reason of the fact that he or she is or was a manager, managing

member, officer, employee, or agent of the limited liability company or is or was serving at the request of the limited liability company as a manager, managing member, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise) against expenses and amounts paid in settlement not exceeding, in the judgment of a majority of the members, the estimated expense of litigating the proceeding to conclusion, and actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the limited liability company; except that no indemnification shall be made under this subsection with respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought (or any other court of competent jurisdiction) shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) In Defense of a Proceeding. To the extent that any manager, managing member, officer, employee, or agent of the limited liability

company has been successful on the merits or otherwise in defense of any proceeding referred to in subsection (a) or subsection (b), or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

(d) Authorization. Any indemnification under subsection (a) or subsection (b), unless pursuant to a determination by a court, shall be made by the limited liability company only as authorized in the specific case upon a determination that indemnification of the manager, managing member, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsection (a) or subsection (b). Such determination shall be made in one of the following manners:

- (1) By a majority vote of the members;
- (2) By majority vote of a committee duly designated by the members, in which members who are parties may participate, consisting solely of two or more members not at the time parties to the proceeding; or
- (3) By independent legal counsel selected by the members prescribed in paragraph (1) or the committee prescribed in paragraph (2).

(e) Evaluation of Expenses. Evaluation of the reasonableness of

expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph (d)(3) shall evaluate the reasonableness of expenses and may authorize indemnification.

(f) **Expenses Paid in Advance.** Expenses incurred by a manager, managing member, officer, or member in defending a civil or criminal proceeding may be paid by the limited liability company in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such manager, managing member, officer or member, to repay such amount if he or she is ultimately found not to be entitled to indemnification by the limited liability company pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the members or managers deem appropriate.

(g) **Circumstances Precluding Indemnification.** The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the limited liability company may make any other expenditure for further indemnification or advancement of expenses of any of its managing members, managers, officers, employees, or agents, as follows: By vote of members voting in proportion to their capital interests both as to action in his or her official capacity and as to

action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any manager, managing member, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute any of the following:

(1) A violation of the criminal law, unless the managing member, manager, officer, employee, or agent had no reasonable cause to believe his or her conduct was unlawful.

(2) A transaction from which the managing member, manager, officer, employee, or agent derived an improper personal benefit.

(3) In the case of a manager or managing member, a circumstance under which the liability provisions of Florida Statutes Section 608.426 are applicable.

(4) Willful misconduct or a conscious disregard for the best interests of the limited liability company in a proceeding by or in the right of the limited liability company to procure a judgment in its favor or in a proceeding by or in the right of a member.

(h) Continuation of Indemnification. Indemnification and advancement of expenses as provided in this section shall continue, unless otherwise provided when authorized or ratified, as to a person who has ceased to be a managing member, manager, officer, employee, or agent and shall

inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

(i) Definitions. For the purposes of this section:

- (1) The term "other enterprises" includes employee benefit plans.
- (2) The term "expenses" includes counsel fees, including those for appeal.
- (3) The term "liability" includes obligations to pay a judgment, settlement, penalty, or fine, including an excise tax assessed with respect to any employee benefit plan, and expenses actually and reasonably incurred with respect to a proceeding.
- (3) The term "proceeding" includes any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.
- (4) The term "agent" includes a volunteer.
- (5) The term "serving at the request of the limited liability company" includes any service as a manager, managing member, officer, employee, or agent of the limited liability company that imposes duties on such persons, including duties relating to an employee benefit plan and its participants or beneficiaries.
- (6) The term "not opposed to the best interest of the limited liability company" described the actions of a person who acts in good

faith and in a manner he or she reasonably believes to be in the best interests of the participants and beneficiaries of an employee benefit plan.

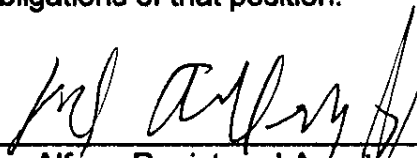
- (j) **Insurance.** The limited liability company may purchase and maintain insurance on behalf of any person who is or was a managing member, manager, officer, employee, or agent of the limited liability company or is or was serving at the request of the limited liability company as a manager, managing member, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the limited liability company would have the power to indemnify the person against such liability under the provisions of this section.



Max Alfery, Managing Member

STATEMENT OF REGISTERED AGENT

The undersigned hereby accept their appointment as registered agents and hereby certify that they are familiar with, and accept, the obligations of that position.



Max Alfery, Registered Agent