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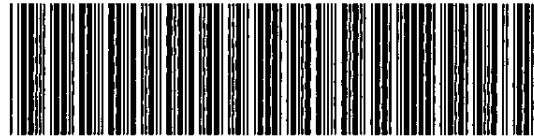
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(ii) ALSO ADMITTED IN KENTUCKY  
(iii) ALSO ADMITTED IN ILLINOIS  
(iv) ALSO ADMITTED IN DISTRICT OF COLUMBIA

\*REGISTERED INDIANA  
CIVIL MEDIATOR

November 28, 2012

**FEDERAL EXPRESS**

Florida Secretary of State  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

RE: Ocean River Capital, LLC

Gentlemen:

Enclosed please find three (3) fully executed copies of Articles of Organization for Ocean River Capital, LLC. Please file these Articles of Organization with your office and return to our office two (2) copies of the same, with your acceptance stamped thereon in the enclosed, self-addressed, postage prepaid envelope.

To cover the cost of filing the Articles of Organization, we are enclosing our check in the amount of One Hundred Twenty-Five Dollars (\$125.00).

We shall appreciate receiving the filed and approved copies of the Articles of Organization at your earliest convenience.

Very truly yours,

**RUDOLPH, FINE, PORTER & JOHNSON, LLP**

By:

Marc D. Fine  
[mdf@rfpj.com](mailto:mdf@rfpj.com)

MDF:cds  
Enclosures



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TALLAHASSEE, FLORIDA

(850) 245-6051.

### COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT:** Ocean River Capital, LLC  
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Marc D. Fine

Name of Person

Rudolph, Fine, Porter & Johnson, LLP

Firm/Company

221 N.W. Fifth Street, P.O. Box 1507

Address

Evansville, IN 47706-1507

City/State and Zip Code

mdf@rfpj.com

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

For further information concerning this matter, please call:

Crystal D. Schaar

812

422-9444

at ( )

Name of Person

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &  
Certificate of Status

☐ \$155.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☐ \$160.00 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

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**ARTICLES OF ORGANIZATION  
OF  
OCEAN RIVER CAPITAL, LLC**

The undersigned individual, acting as organizer, hereby forms a limited liability company under the Florida Limited Liability Company Act (the "Act") and does hereby adopt as the Articles of Organization of such limited liability company the following:

**Article 1. Name.** The name of the limited liability company shall be Ocean River Capital, LLC (the "Company").

**Article 2. Duration.** The period of the Company's duration shall be perpetual from the date of filing these Articles of Organization with the Secretary of State of Florida, unless sooner dissolved in accordance with the Act or the Operating Agreement of the Company.

**Article 3. Purpose.** The Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Florida, including all powers and purposes now and hereafter permitted by the Act to a limited liability company.

**Article 4. Registered Office and Registered Agent.**

A. The address of the registered office of the Company in Florida is 1200 South Pine Island Road, Plantation, Florida 33324.

B. The name of the registered agent of the Company at the above registered office is C T Corporation System.

**Article 5. Principal Office.** The street and mailing address of the principal office of the Company is 1200 South Pine Island Road, Plantation, Florida 33324.

**Article 6. Management.** The Company is to be managed by a Manager or Managers.

**Article 7. No Oral Operating Agreements.** Any operating agreement entered into by the Members of the Company, and any amendments or restatements thereof, shall be in writing. No oral agreement among any of the Members or managers of the Company shall be deemed or construed to constitute any portion of, or otherwise affect the interpretation of, any written operating agreement of the Company, as amended and in existence from time to time.

**Article 8. Indemnification of Members, Managers and Organizers.**

(a) To the greatest extent not inconsistent with the applicable laws of the State of Florida the Company shall indemnify any Member, Manager or Organizer (any such Member, Manager or Organizer who is a person, and any responsible officers, partners, shareholders, directors, or managers of such Member, Manager or Organizer which is an entity, hereinafter being referred to as the indemnified "individual") made a party to any proceeding because such individual is or was a Member, Manager or Organizer against all liability incurred by such individual in connection with any proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such individual is permissible in the circumstances because the individual has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay

for or reimburse the reasonable expenses incurred by a Member, Manager or Organizer in connection with any such proceeding in advance of final disposition thereof if:

(i) the individual furnishes the Company a written affirmation of the individual's good faith belief that he or she has met the standard of conduct for indemnification described in paragraph (c) of this Article;

(ii) the individual furnishes the Company a written undertaking, executed personally or on such individual's behalf, to repay the advance if it is ultimately determined that such individual did not meet such standard of conduct; and

(iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the individual, subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without regard to financial ability to make repayment. The Company shall indemnify a Member, Manager or Organizer who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the individual in connection with the proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a Member, Manager or Organizer for indemnification or advancement of expenses, as the case may be, the Company shall expeditiously determine whether the Member, Manager or Organizer is entitled thereto in accordance with this Article. The indemnification and advancement of expenses provided for under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

(b) The Company shall have the power, but not the obligation, to indemnify any person who is or was an employee or agent of the Company to the same extent as if such person was a Member, Manager or Organizer.

(c) Indemnification of an individual is permissible under this Article only if (i) such individual conducted himself or herself in good faith, (ii) such individual reasonably believed that his or her conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such individual had no reasonable cause to believe his or her conduct was unlawful. Indemnification is not permissible against liability to the extent such liability is the result of willful misconduct or recklessness. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the individual did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of expenses is permissible shall be made by any one of the following procedures:

(i) By the Members by a majority vote consisting of Members not at the time parties to the proceeding and excluding the individual seeking indemnification; or

(ii) By special legal counsel selected by the Members in the manner prescribed in subparagraph (d)(i) above.

(e) A Member, Manager or Organizer of the Company who is a party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the proceeding or to another court of

competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a proceeding in which the Member, Manager or Organizer is wholly successful, on the merits or otherwise, the Member, Manager or Organizer is entitled to indemnification under this Article, in which case the court shall order the Company to pay the individual his or her reasonable expenses incurred to obtain such court ordered indemnification; or

(ii) The individual is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the individual met the standard of conduct set forth in paragraph (c) of this Article.

(f) Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his or her conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under applicable law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was a Member, Manager or Organizer of the Company or is or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance expenses to any individual. It is the intent of this Article to provide indemnification to Members, Managers and Organizers to the fullest extent now or hereafter permitted by applicable law consistent with the terms and conditions of this Article. If indemnification is permitted under this Article indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation negligence, breach of duty, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(h) For purposes of this Article:

(i) The term "expenses" includes all direct and indirect costs (including without limitation attorneys fees, paralegal fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(ii) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(iii) The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(iv) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(iv) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(v) The Company may purchase and maintain insurance for its benefit, the benefit of any individual who is entitled to indemnification under this Article, or both, against any liability asserted against or incurred by such individual in any capacity or arising out of such individual's service with the Company, whether or not the Company would have the power to indemnify such individual against such liability.

IN TESTIMONY WHEREOF, Witness my signature this 28<sup>th</sup> day of November, 2012. In accordance with Section 608.408(3), F.S., the execution of these Articles constitutes an affirmation under the penalties of perjury, that the facts stated therein are true.

ORGANIZER

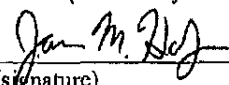


Marc D. Fine

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in these Articles, 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 related 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.

REGISTERED AGENT

CT Corporation System

By:   
(signature)

James M. Halpin  
Assistant Secretary

(printed name and title)

This instrument prepared by:

Marc D. Fine  
**Rudolph, Fine, Porter & Johnson, LLP**  
221 N.W. Fifth Street  
P. O. Box 1507  
Evansville, Indiana 47706-1507  
Telephone: (812) 422-9444  
Facsimile: (812) 421-7459