

LI60000 56409

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900283625579

RECEIVED
MAR 22 11:47 AM
SOUTH DAKOTA
STATE OFFICE

RECEIVED
MAR 22 8:42 AM
SOUTH DAKOTA
STATE OFFICE

MAR 23 2016

T SCHROEDER

FLORIDA FILING & SEARCH SERVICES, INC.

**P.O. BOX 10662 TALLAHASSEE, FL 32302
155 Office Plaza Dr Ste A Tallahassee FL 32301
PHONE: (800) 435-9371; FAX: (866) 860-8395**

DATE: 3/22/16

NAME: ENTOPIA DELI LLC

TYPE OF FILING: ARTICLES

COST: 155.00

RETURN: CERTIFIED COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE



TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: ENTOPIA DELI LLC

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

Please return all correspondence concerning this matter to the following:

Catherine Botticelli

International Business Company Formation, Inc.

101 Main Street, Suite One

Tappan, NY 10983

For further information concerning this matter, please call:

Catherine Botticelli at 888.664.6263, ext. 21

STREET ADDRESS:
Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF ORGANIZATION

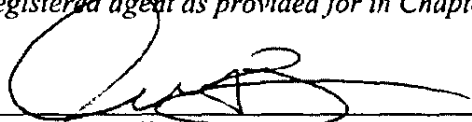
OF

ENTOPIA DELI LLC

The undersigned, an authorized natural person, for the purpose of forming a Limited Liability Company, under the provisions and subject to the requirements of Chapter 605, Florida Statutes, hereby certifies that:

1. The name of the Limited Liability Company is **ENTOPIA DELI LLC**.
2. The mailing address and street address of the principal office of the Limited Liability Company is: 3050 Indiana St, Coconut Grove, FL, 33133 USA.
3. The name and Florida street address of the Registered Agent and Registered Office are:
NRAI Services, Inc.
1200 South Pine Island Road, Plantation, FL 33324

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating 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 605, F.S.



Mrs. Catherine Botticelli, Assistant Secretary, NRAI Services, Inc.

4. The Limited Liability Company is to be managed by Manager (s) who may or may not be members of the Company. The name of the initial Managers are:
 - (a) ROBERTO ORTEGA
 - (b) IOULIANI AGRAFIOTI, daughter of Anastasios and Margarita
5. The Members of the Limited Liability Company will be:
 - (a) ROBERTO ORTEGA
 - (b) IOULIANI AGRAFIOTI, daughter of Anastasios and Margarita
6. The Limited Liability Company will be organized for any and all purposes permitted under Florida law, more specifically to engage, without being limited to, in the following activities:
 - (a) Trade in any kind of goods and products and commodities, especially related to foodstuffs including all kind of fresh or processed agriculture products, in raw form, in bulk or packaged under any brand name; trade in all brands of machinery,

MAR 22 AM 8:42
FILED
CLERK OF THE COURT
STATE OF FLORIDA

- and appliances, especially those relating to agricultural, livestock or dairy production, storage, transportation and/or packaging, as well as to produce, sell, operate, exploit, maintain and repair any machinery of any kind and of any nature.
- (b) Production of any type of agricultural of livestock and dairy products and participation to such production activities in any way.
 - (c) Commercial sale of goods worldwide as resellers or agents or retail sellers, operating on a commission basis or otherwise.
 - (d) Establishment and operation of any restaurant or dining facility of any kind worldwide, including bars, fast-food chains and food delivery services of any kind, alone or in conjunction with third parties, in any type of legal or commercial cooperation with such third parties.
 - (e) Purchase, take on lease or hire, acquire by way of bid in auction, public tender accept by way of gift, assignment or exchange or otherwise, acquire or possess any rights, including rights of use, and hold worldwide any movable and immovable property of any kind or nature, or rights or interests therein or on such property, with or without restrictions, either alone or jointly with others; for this purpose to control, manage, exploit, sell, repair, maintain, exchange, mortgage, charge, demolish, trade, obtain or assign rights or licenses of any nature, on such movable or immovable property, rights or interests as aforesaid, and, without prejudice to the above mentioned, to erect, maintain, convert, repair, furnish, adapt, manage, construct and demolish offices, skips, houses, buildings, hotels, warehouses, stores, malls, factories and premises or buildings and installations of any kind, either alone or jointly with others; for any purposes related to the aforementioned, to purchase, possess, acquire rights thereon, grant guarantees by way of mortgage or otherwise, enter into construction agreements with other parties as subcontractors or partners against any consideration in kind or otherwise.
 - (f) Provision of marketing and production services to any services worldwide involved in any type of trade or business, especially in trade of foodstuffs and organic products.
 - (g) Provision of consulting services and advisory services regarding and processing, especially licenses related to building, development, the sale trade and promotion of goods worldwide, especially regarding to foodstuffs organic goods.
 - (h) Provision of marketing support & management services regarding development of food production, packaging and trade worldwide.
 - (i) Provision of introduction services to entities or persons involved in any type of trade or business worldwide, especially in the trade of foodstuffs and organic goods.
 - (j) Opening of branches worldwide or participating in any other corporate entities or joint ventures worldwide for any purpose and for, any amount and any duration as the Company manager (s) may decide; establishing and maintaining branches or subsidiaries or permanent establishments of any legal form in any third jurisdiction, which shall qualify to operate fully under the laws of such jurisdictions, enjoying all rights of locally established entities and all rights provided by any existing bilateral treaties between the USA and that jurisdiction.
 - (k) Opening and maintaining one or more trading or investment corporate bank accounts worldwide.

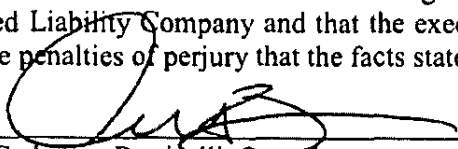
- (l) Engaging into business cooperation agreements of any nature, under the laws of any jurisdiction, with legal entities or physical persons worldwide, including agreements for the appointment of commercial representatives.
- 7. The company shall, to the fullest extent legally permissible, indemnify and hold harmless any and all persons whom it shall have power to indemnify from and against any and all liabilities (including expenses) imposed upon or reasonably incurred by them in connection with any action, suit or other proceeding in which they may be involved or with which they may be threatened, or other matters as to their actions in their official capacity while holding such office as well as after such persons who have ceased to be a director, member or officer of the Company provided that such person, have acted in good faith and while having in mind the best interest of the Company. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Agreement or Resolution adopted by the shareholders entitled to vote thereon after notice.

In addition, the personal liability of all of the directors and members of the company is hereby eliminated to the fullest extent allowed by law.

- 8. The period of duration for the Limited Liability Company is perpetual.

The undersigned represents that he is authorized to sign this Certificate on behalf of the Members of the Limited Liability Company and that the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated therein are true.

Signature:



Catherine Botticelli, Organizer

Date: March 22, 2016

16 MAR 22 AM 8:43