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FLORIDA LIMITED LIABILITY CO.  
NORDIC MARINE GROUP LLC

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**ARTICLES OF ORGANIZATION  
OF  
NORDIC MARINE GROUP LLC**

**SECTION 1 INTRODUCTION AND PRELIMINARY STATEMENTS**

The undersigned Organizer desires to form a limited liability company under the Laws of the State of Florida, in accordance with Florida Revised Limited Liability Company Act (the *Act*).

**SECTION 2 NAME**

The name of the limited liability company is Nordic Marine Group LLC, a Florida limited liability company (*Company*).

**SECTION 3 DURATION**

The Company will perpetually exist from the filing date of these Articles of Organization with the Department of State of the State of Florida, unless dissolved according to law.

**SECTION 4 COMPANY'S PURPOSE**

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

**SECTION 5 COMPANY'S PRINCIPAL OFFICE AND LOCATION OF RECORDS**

The street address of the principal office in the United States where the Company maintains its records is 3055 Virginia Street, Miami, Florida 33133.

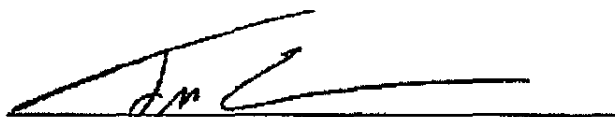
**SECTION 6 REGISTERED AGENT AND REGISTERED OFFICE**

The Company's initial Registered Agent is Felix M. Caceres II, Esq., and the Company's initial registered office is located at 1035 SW 87th Avenue, Miami, Florida 33174.

**SECTION 7 REGISTERED AGENT CONSENT**

I, Felix M. Caceres II, Esq., a natural person and resident of Florida, accept the appointment as Registered Agent of Nordic Marine Group LLC, a Florida limited liability company. I understand that my responsibilities as Registered Agent are to receive service of process, notices, and demands; to forward mail; and to notify the Department of State immediately if I resign or if the registered office address changes from the addresses stated above.

Dated: October 20, 2015.

  
Felix M. Caceres II, Esq., Registered Agent

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## **SECTION 8 ADDITIONAL MEMBERS**

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Company Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Company Operating Agreement. Any transferee of a Member's Units in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Company Operating Agreement.

## **SECTION 9 BUSINESS CONTINUATION**

If a Member's membership in the Company is terminated by an event, the remaining Members of the Company have the right to continue the Company's business under the terms of the Company Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members fail to continue the Company's business according to the terms of the Company Operating Agreement, the Company must be dissolved and liquidated under the Act and the Company Operating Agreement.

## **SECTION 10 COMPANY OPERATING AGREEMENT AND AUTHORITY**

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members and Board, and the rights and obligations of its Members and Board must be set forth in the Company Operating Agreement adopted by the initial Members and Board of the Company. This Company Operating Agreement may be amended from time to time according to its provisions.

## **SECTION 11 MANAGEMENT**

Management of the Company is vested in the managers, which shall function as a Board of Directors. The Board has exclusive authority to act for the Company in all matters. The authorities and duties of the Board are set forth in the Company Operating Agreement.

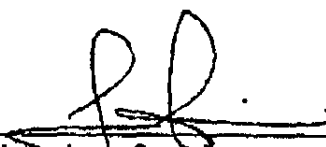
## **SECTION 12 INDEMNIFICATION AND LIABILITY**

As determined by the Board of the Company, the Company may indemnify and advance expenses to a Member, employee, or agent of the Company in connection with any proceeding, to the extent permitted by applicable laws and statutes, the Act, and the Company's Company Operating Agreement.

## **SECTION 13 TRANSFERABILITY OF INTEREST**

Interest in the Company is nontransferable except as specifically set forth in the Company's Company Operating Agreement.

Signed on October 20, 2015

  
\_\_\_\_\_  
Jyrki Auvisen, Organizer