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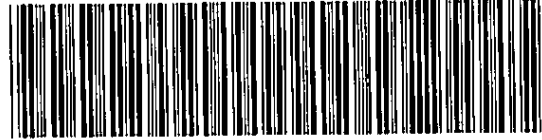
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Daniel Medina, B.C.S.
Master of Laws in Taxation
Attorney
Wills, Trusts & Estates Specialist
dan@medinapa.com



MEDINA LAW GROUP, P.A.

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July 23, 2018

Department of State
Division of Corporations
Section: Filings
PO Box 6327
Tallahassee FL 32314

RE: Our Matter No.: H1-047 Sichelman, Heidi – Estate Planning
Berries4U, LLC

Dear Sir or Madame,

Enclosed please find the original Articles of Organization of Berries4U, LLC to be filed, along with a check in the amount of \$125.00 for the filing fees.

Please return the filed Articles of Organization in the self-addressed, stamped envelope provided for your convenience.

If you have any questions or concerns, please do not hesitate to contact me.

Best Regards,

Bri Turner

Executive Assistant to Daniel Medina, B.C.S.

Enc as stated

Data/MSWord/Sichelman, Heidi - Estate Planning (H1-047) Correspondence/Drafts/Ltr to state re enc articles for filing 7.20.2018.docx

**Articles of Organization
of the
Berries4U, LLC**

A Florida Limited Liability Company

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2018 JUL 25 AM 3:06
CLERK OF STATE
TALLAHASSEE, FLORIDA

Section 1.01 Introduction and Preliminary Statements

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

Section 1.02 Name

The name of the limited liability company, referred to as the *Company*, is:

Berries4U, LLC.
A Florida Limited Liability Company

Section 1.03 Duration

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

Section 1.04 Purpose

The Company is organized to conduct any lawful business or investment activities, and to exercise all of the powers, rights, and privileges granted to a limited liability company organized under the Act.

Section 1.05 Principal Place of Business

The Company's principal place of business is:

Physical Address:
1980 Heritage Estates Drive
Lakeland, Florida 33803

Mailing Address:
1980 Heritage Estates Drive
Lakeland, Florida 3380

Section 1.06 Registered Agent and Registered Office

The initial Registered Agent's name is Medina Law Group, P.A. and the original registered addresses are as follows:

Physical Address:
402 S. Kentucky Ave., Ste. 660
Lakeland, FL 33801

Mailing Address:
402 S. Kentucky Ave., Ste. 660
Lakeland, FL 33801

Section 1.07 Registered Agent Consent

I, Daniel Medina, as President of the Medina Law Group, P.A., a Florida professional association, accept the appointment as Registered Agent of Berries4U, LLC, a Florida Limited Liability Company. I understand the responsibilities as agent are to receive service of process, notices, and demands; to forward mail; and to notify the Office of the Secretary of State immediately if it resigns or if the registered office address changes from the addresses stated above.

Dated: July 18, 2018.



Medina Law Group, P.A., Registered Agent

Section 1.08 Organizer's Name and Address

Heidi Sichelman, 1980 Heritage Estates Drive, Lakeland, Florida 33803

Section 1.09 Additional Contributions

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

Section 1.10 Additional Members

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

Section 1.11 Business Continuation

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

Section 1.12 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 Manager, and the rights and obligations of its Members and Managers must be set forth in the Operating Agreement adopted by the initial Members and Manager of the Company. This Operating Agreement may be amended from time to time according to its provisions.

Section 1.13 Management

The Company's Manager will manage the Company's business. The Manager has exclusive authority to act for the Company in all matters. The authorities and duties of the Manager are set forth in the Operating Agreement. The name and address of the initial Manager is:

Heidi Sichelman
1980 Heritage Estates Drive
Lakeland, Florida 33803

Section 1.14 Indemnification and Liability

As determined by the Manager of the Company, the Company may indemnify and advance expenses to a Member, Manager, 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 Operating Agreement.

Section 1.15 Transferability of Interest

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

Signed on July 11, 2018



Heidi Sichelman, Organizer

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2018 JUL 25 AM 3:06
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OF FLORIDA
TALLAHASSEE, FLORIDA