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COVER LETTER

TO: New Filing Section Division of Corporations		•
SUBJECT: JBARBER 401k Name of Li	Pらず mited Liability Company	
The enclosed Articles of Organization and fee(s) a	re submitted for filing.	
Please return all correspondence concerning this n	natter to the following:	
JAY BARAGE	Name of Person	
	Name of Person	
	Firm/Company	_
LAULAHASSEE Barber Lau Femail address to be use	US DR.	
•	Address	
1 ALCAHASSEE	FLA 32312	
, , , , , ,	City/State and Zip Code	
barber_ Lau	Je Vahou, com	
E-mail address: (to be use	d for future annual report notificati	on)
For further information concerning this matter, pleas	se call:	
JAY BARBER at (850) 248 74 Area Code Daytime Telephon	e Number
Euclosed 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)	MS160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)
Mailing Address	Street Address	
New Filing Section	New Filing Section Division	

New Filing Section Division of Corporations P.O. Box 6327 Tallahassee, FL 32314 New Filing Section Division The Centre of Tallahassee 2415 N. Monroe Street, Suite 810 Tallahassee, FL 32303

Articles Of Organization

FOR

JBarber 401k PSP, Limited Liability Company ("LLC")

a Florida limited liability company

THIS Articles Of Organization of JBarber 401k PSP, LLC, a Florida Limited Liability Company, ("Company") is adopted effective as of the date entered herein below by the undersigned Member and Manager of the Company.

ARTICLE I NAME

Section 1.1. Name. The name of the Company is "JBarber 401k PSP, LLC."

ARTICLE II ADDRESS

Section 2.1. Address: The mailing address and the street address of the principal office is:

Principal Office Address

6351 Belgrand Drive

Tallahassee, Florida 32312.

Mailing Address

6351 Belgrand Drive

Tallahassee, Florida 32312.

The Manager may designate a new principal office and/or mailing address in compliance with the rules of the State of Florida. The Company may have such other offices as the Manager may designate from time to time and shall maintain the records there as required by the State of Florida at the principal office.

ARTICLE III REGISTERED AGENT, REGISTERED OFFICE, AND REGISTERED AGENT SIGNATURE

Section 3.1 Registered Agent: The name and the Florida address of the registered agent are:

Michele Meyer

4583 Berklie Drive

Tallahassee, Florida 32308

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

Michele Meyer Registered Agent

ARTICLE IV MANAGER

<u>Section 4.1</u> **Manager**: The name and address of the person authorized to manage and control the Limited Liability Company:

Title: Name and Address

MGR Jay Barber

6351 Belgrand Drive

Tallahassee, Florida 32312

ARTICLE V EFFECTIVE DATE

<u>Section 5.1</u> **Effective Date**: The effective date of this Articles of Organization shall be effective as of the date entered herein below by the undersigned Member and Manager of the Company.

ARTICLE VI DEFINED TERMS

<u>Section 6.1</u> **Defined Terms**: The capitalized terms used in this Articles Of Organization shall, unless the context otherwise requires, have the meanings specified in this Article.

IRA: A trust created or organized in the United States for the exclusive benefit of Jay Barber, or his beneficiaries, whereas the written governing instrument creating the trust meets the requirements in Title 26 U.S.C Section 408 and/or the relevant subsections within ERISA and the Internal Revenue Code.

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

Capital Contribution: The total amount of cash or property contributed to the Company by the Member. **IRC**: The Internal Revenue Code, as amended.

Articles Of Organization: This Articles Of Organization as originally executed and subsequently amended from time to time.

Company Property or Properties: All interests, properties and rights of any type owned by the Company, whether owned by the Company at the date of its formation or thereafter acquired or transferred in-kind by the Member.

Effective Date: The date entered herein below.

Member: Defined by IRC Section 408(h) and other applications prescribed by law, the Member is considered a Trust held at a bank or regulated financial institution who meets the qualifications to serve as an IRA Custodian under IRC Section 408(a),408(h), or 408(n). The Member is listed in herein below Manager: With respect to and within the guidelines of this Articles Of Organization, the Company shall be managed at the sole discretion of the Manager listed herein below.

Person: Any natural person, limited liability company, general partnerships, limited partnership, limited liability partnership, corporation, non-profit corporation, individual retirement account, trust, business trust cooperative, association or other entity recognized under the laws of Florida, the United States or any other state.

ARTICLE VII PURPOSES

<u>Section 7.1</u>. **Purposes**: The Company is organized to make investments in accordance with the provisions of Section 408 of the IRC, including, without limitation, various private and public investments, investments in real estate, loans, financial paper, tax liens/deeds, private partnerships, various securities

and other investments as the Manager may deem appropriate. The Company's activities shall at all times be limited to comply with this purpose and the applicable provisions of the IRC and ERISA.

ARTICLE VIII MEMBERS

Section 8.1. Members: The Company shall have only one Member. The name of the sole Member of the Company is set forth herein. Until such time as the entire Membership Interest of the Member hereof (as of the date entered herein below of this Articles Of Organization) is redeemed in its entirety, the Company shall not accept any new Members provided that a new Member may be accepted simultaneously with such redemption and no Person other than the initial Member has any right to take part in the ownership of the Company. Any action that is required to be or that may be taken at a meeting of the Members may be taken without a meeting if the Member sets forth its consent to such action in writing and the writing or writings are filed in the Company Record Book.

ARTICLE IX CAPITAL CONTRIBUTIONS AND MEMBERSHIP INTERESTS

Section 9.1. Initial Capitalization. The Manager shall provide the Company formation documents, a signed copy of this Articles Of Organization and written investment instructions to the Member and retain copies of these instructions. After short and careful review, the Member is to send the initial capital contribution according to the Manager's instructions and send a fully executed copy of this Articles Of Organization to the Manager. The initial capital contribution must be made to and on deposit with a corporate banking or brokerage account for the Company. Upon receipt of the initial capitalization and executed Articles Of Organization, the Manager will ensure the capital contribution is recorded in the General Ledger.

Section 9.2. Future Capital Contributions. The Member shall not be obligated to make any future capital contribution. Initiated by and under the direction of the Manager; the sole Member may send future capitalization to the Company provided that under no circumstances may the Member make or the Company accept future Capital contributions that jeopardize the Members status as an IRA under the IRC. If for any reason the Company ceases to be a disregarded entity or if the Members within the Company increase, the Manager will seek competent counsel before directing or accepting on behalf of the Company any future capital contributions.

<u>Section 9.3.</u> Interest. No interest shall be paid by the Company on Capital contributions or on balances in the Member's capital account.

<u>Section 9.4.</u> Loans To and From Manager Prohibited. The Manager shall not loan money to the Company or otherwise extend his, her or its credit to the Company. Similarly, the Company shall not loan money to the Manager or otherwise extend its credit to the Manager.

ARTICLE X DISTRIBUTIONS

Section 10.1. Distributions: Commencing no later than the end of the Company's first fiscal quarter, the Manager shall, at least quarterly, balance the Company's accounts and at least annually report the results thereof to the Member. Furthermore, the Manager shall have full authority with respect to the distributions and payment of moneys received by the Company from time to time; provided, however, that the fundamental and basic purposes of the Company, as expressed in the Certificate of Formation and this Articles Of Organization, shall not thereby be violated and provided further, that the Manager shall not permit any part of the net earnings or capital of the Company as a contribution, gift or charitable

donation to any third party and the Manager shall not permit any part of the net earnings or capital of the Company to inure to the benefit of the Manager, in his capacity as Manager, with the exception of "required mandatory distributions" as required by law distributed to the trust beneficiary solely in his capacity as the trust beneficiary and not in his capacity as Manager.

ARTICLE XI OWNERSHIP OF COMPANY PROPERTY

Section 11.1. Ownership: Company property shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company property. Title to any or all Company property may be held in the name of the Company or one or more nominees, as the Manager may determine; provided, however, that under no circumstances shall such nominee be a disqualified person as defined in IRC section 4975. All Company property shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company property is held.

ARTICLE XII FISCAL MATTERS; BOOKS AND RECORDS

Section 12.1. Bank Accounts; Investments. All Company funds shall be deposited by the Manager in a bank account established in the name of the Company, to be invested by the Company by the Manager at his sole discretion in furtherance of the purposes of the Company. Notwithstanding the foregoing, under no circumstances may the Manager invest Company funds in any investment that would violate the provisions of IRC sections 408 and 4975. No other funds shall be deposited into Company bank accounts or commingled with Company funds. Funds deposited in the Company's bank accounts may be withdrawn only to be invested in furtherance of Company purposes, to pay Company debts and obligations, or to liquidate the Member's Membership Interest.

Section 12.2. Records Required by the State of Florida. During the term of the Company and for a period of four (4) years (or such longer period as Florida law may require) thereafter, the Manager, at the expense of the Company, shall maintain in the Company's principal office all records required to be kept pursuant to Florida law, including, without limitation, a current list of the name and address of the Member, copies of state, local and federal tax returns, if any, for each of the Company's six (6) most recent tax years, copies of the Articles Of Organization and the Certificate of Formation, including all amendments or restatements thereof, and correct and complete books and records of account of the Company maintained in accordance with accounting practice recognized in the United States.

<u>Section 12.3</u>. **Book and Records of Account**. The Manager shall maintain for the Company adequate books and records of account that shall be maintained in accordance with accounting practices recognized in the United States, consistently applied, and on a basis consistent with appropriate provisions of the Code.

Section 12.4. Tax Returns and Information Returns. The Member intends for the Company to not be recognized as an entity separate and apart from the Member for federal income tax purposes in accordance with Treasury Regulation section 301.7701. So long as the Company qualifies as a disregarded entity, no federal income tax return shall be prepared for the Company. The Manager shall prepare or cause to be prepared all state and local income and other tax returns, if any, that the Company is required to file.

<u>Section 12.5</u>. **Fiscal Year**. The Company's fiscal year shall coincide with the Calendar year unless the Code requires a different fiscal year.

ARTICLE XIII MANAGEMENT OF THE COMPANY

Section 13.1. Management.

- **A. Manager**. The powers of the Company and the business affairs of the Company shall be exercised by or under the authority of a Manager. The Manager may be removed if the Manager takes any action which causes the Member to violate Code sections 408 or 4975 or if the Manager is no longer able to serve as the Manager.
- **B.** Officers. The Manager may designate one or more individuals as officers of the Company, who shall have titles perform such powers and duties as assigned to them from time to time by the Manager. Officers need not be Members or residents of the State of Florida. Any officer may be removed by the Manager at any time with or without cause. Each officer shall hold office until his/her successor is duly designated and shall qualify or until the earlier of the Officer's death, resignation or removal. Any number of offices may be held by the same

Person. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed by the Manager. The appointment of or delegation to Articles Of Organization any officer of any authority shall in no way limit the authority of the Manager, unless such appointment or delegation specifically states that the Manager's authority has been limited.

Section 13.2. Powers of the Manager.

The Manager shall have no authority to cause the Company to do any act outside the purpose of the Company as set forth in Article IV and no authority to take any action in violation of Article XI. Subject to the foregoing limitation and all other limitations in this Articles Of Organization, the Manager shall have full, complete and exclusive power to manage and control the Company, and shall have the authority to take any action or to designate one or more officers to take any action the Manager deems to be necessary, convenient or advisable in connection with the management of the Company, including, but not limited to, the power and authority on behalf of the Company to:

- A. Conduct affairs, carry on operations, and have offices anywhere in the world;
- B. Purchase, receive, lease, or otherwise acquire, own, hold, improve, use, or otherwise deal in any interest in real or personal property wherever situated;
- C. Invest and reinvest in property that the Manager deems advisable, including an option to acquire any asset;
- D. To sell, convey, exchange, convert, grant an option, assign, build, manage, operate, control, or otherwise dispose of Company property;
 - E. Partition, divide, subdivide, assign, develop, and improve Company property:
- F. Make or obtain the vacation of plats, adjust boundaries, adjust differences in valuation on exchange or partition, and dedicate easements for public use, of Company property, with or without consideration;
- G. Make ordinary and extraordinary repairs and alterations in buildings, demolish improvements, raise party wall or buildings, and erect party walls or buildings on Company property;
- H. Lease Company property for any legal purpose, and enter into any covenants and agreements relating to the leased property or any improvement that may be erected on the property;
- 1. Borrow money from any Person for any Company purpose on Articles Of Organization whatever terms and conditions the Manager deems advisable, to obligate the Company to repay the borrowed money, and in connection therewith to encumber or hypothecate Company property as security for such repayment by mortgage, deed of trust, pledge or otherwise:

- J. Expend the Company's Capital contributions and revenues and to execute and deliver all checks, drafts, endorsements and other orders for the payment of Company funds;
- K. Make contracts, incur liabilities, issue notes, bonds and other obligations, and secure obligations by mortgage or pledge of Company property and income;
- L. Lend money for the purposes of the Company, invest and reinvest funds, and take or hold real and personal property as security for the payment of funds loaned or invested;
- M. Enforce any mortgage or deed of trust or pledge owned by the Company and, at any sale under any such mortgage, deed of trust, or pledge, bid and purchase at Company expense any property subject to the security interest:
 - N. Continue and operate, sell or liquidate any business or interest received by the Company;
- O. Purchase, lease, rent or otherwise acquire or obtain the use of office equipment, materials, supplies, and all other kinds and types of real or personal property, and to incur expenses for travel, telephone, telegraph, and for such other things, services and facilities, as may be deemed necessary, convenient or advisable for carrying on the business of the Company;
- P. Carry, at the expense of the Company, insurance of the kinds and in the amounts that the Manager deems advisable or make other arrangements for payment of losses or liabilities to protect the Company or the Member against loss or liability;
 - Q. Abandon any Company asset;
- R. Employ agents, employees, accountants, lawyers, clerical help and such other assistance and services as may seem proper, and to pay such remuneration as the Manager may deem reasonable and appropriate;
- S. Compromise, participate in mediation, submit to arbitration, release with or without consideration, extend time for payment, and otherwise adjust any claims in favor of or against the Company:
 - T. Sue and be sued, complain and defend in the name and on behalf of the Company; and
 - U. Cease the Company's activities and terminate its existence by voluntary dissolution.
- <u>Section 13.3</u> Action by Consent in Lieu of Meeting. Any action that is required to be or that may be taken at a meeting of Managers may be taken without a meeting if the Manager sets forth its consent to such action in writing and the writing or writings are filed with the minutes of the meetings of the Managers.

ARTICLE XIV RESTRICTIONS AND REQUIREMENTS

- <u>Section 14.1</u>. **Violate Florida Laws**. The Company shall have no authority to take any action prohibited by Florida law. The Company shall not have the authority to engage in any activities, except to an insubstantial degree, that are not in furtherance of the purposes set forth above.
- <u>Section 14.2</u>. **Violate Code Section 4975**. Notwithstanding any other provision of this Articles Of Organization neither the Company nor the Manager may take any action that would constitute a prohibited transaction as defined by Code section 4975, including without limitation:
- A. Any direct or indirect sale or exchange, or leasing, of any property between the Company and a disqualified person;
- B. The direct or indirect lending of money or other extension of credit between the Company and a disqualified person;
- C. The direct or indirect furnishing of goods, services, or facilities between the Company and a disqualified person;

- D. The direct or indirect transfer to, or use by or for the benefit of, a disqualified person of the income or assets of the Company;
- E. The direct or indirect act by a disqualified person who is a fiduciary whereby he or she deals with the income or assets of the Company in his/her own interests or for his/her own account; or Articles Of Organization
- F. The direct or indirect receipt of any consideration for his/her own personal account by any disqualified person** who is a fiduciary from any party dealing with the Company in connection with a transaction involving the income or assets of the Company.
- **For purposes hereof, the term disqualified person shall mean a disqualified person as defined in Code section 4975 and shall include the Manager. Under no circumstances shall the Manager receive compensation for any services rendered on behalf of the Company. All reimbursed expenses shall be documented with actual receipts or other form of proof, such as bills, invoices, or estimates demonstrating the expenditure of funds. The term fiduciary shall mean a fiduciary as defined in Code section 4975.
- <u>Section 14.3</u>. Compliance with Code Section 408. The Manager shall at all times cause the Company to comply with Code section 408, as amended, or any successor provision to Code section 408.
- <u>Section 14.4.</u> Unrelated Business Taxable Income. The Manager shall at all times cause the Company to avoid of Unrelated Business Taxable Income (as defined in the Code) and, if such Unrelated Business Taxable Income is incurred, the Manager shall complete and ensure the timely filing of all relevant tax returns to the Internal Revenue Service and state authorities, as required.
- Section 14.5. Compliance with Changes in the Law. The Manager shall keep himself, herself or itself advised of the changes in the Code and ERISA and shall at all times take whatever steps are necessary to assure that the initial Member's investment in the Company is not a violation thereof and if such investment is determined to be a violation of such laws, shall immediately take whatever steps may be necessary to cause the initial Member's investment in the Company to comply with such laws, including without limitation resigning as the

Manager and/or liquidating the Company.

ARTICLE XV

RIGHTS, POWERS AND OBLIGATIONS OF MEMBERS AND MANAGERS

Section 15.1. Liability to Third Parties. No Member or Manager shall be liable for the debts, obligation or liabilities of the Company, including under a judgment decree or order of a court. Section 12.2. Other Business. The Member and any Manager may engage in or possess interests in other business ventures (unconnected with the Company) of every kind and description, independently or with others, including business competitive with that of the Company.

ARTICLE XVI DISSOLUTION AND WINDING UP

- <u>Section 16.1</u>. **Winding Up**. If the Company is dissolved, the Company's affairs shall be wound up as soon as reasonably practicable in the manner set forth below:
- A. Appointment of a Liquidator. The winding up of the Company's affairs shall be supervised by a liquidator (the "Liquidator"). The Liquidator shall be the Manager or, if the Manager prefers, a liquidator or liquidating committee selected by the Manager.
- B. Powers of Liquidator. In winding up the affairs of the Company the Liquidator shall have full right and unlimited discretion, for and on behalf of the Company:
- 1. To prosecute and defend civil, criminal or administrative suits:

- 2. To collect Company assets, including obligations owed to the Company;
- 3. To settle and close the Company's business;
- 4. To dispose of and convey all Company property for cash, and in connection therewith to determine the time, manner and terms of any sale or sales of Company property, having due regard for the activity and condition of the relevant market and general financial and economic conditions;
- 5. To pay all reasonable selling costs and other expenses incurred in connection with the winding up out of the proceeds of the disposition of Company property:
- 6. To discharge the Company's known liabilities and, if necessary, to set up, for a period not to exceed five years after the date of dissolution, such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;
- 7. To distribute Company property and/or the proceeds from the sale of Company property to the Member, subject to the restrictions imposed in Article XI herein;
- 8. To prepare, execute, acknowledge and file articles of dissolution under the laws of Florida and any other certificates, tax returns or instruments necessary or advisable under any applicable law to effect the winding up and termination of the Company; and
- 9. To exercise, without further authorization or consent of any of the parties hereto or their legal representatives or successors in interest, all of the powers conferred upon the Manager under the terms of this Articles Of Organization to the extent necessary or desirable in the good faith judgment of the Liquidator to any Person who is or was a Member, Manager, employee, agent or other Person identified in Section 13.1 against any liability asserted against him/her or incurred by him/her in such a capacity or arising out of his/her status as such a Person, whether or not the Company would have the power to indemnify him/her against that liability under Section 13.1 or otherwise perform its duties and functions. The Liquidator shall not be liable to the Member and shall, while acting in such capacity on behalf of the Company, be entitled to the indemnification rights set forth in Article XIV.
- <u>Section 16.2.</u> Compensation of Liquidator. Subject to the provisions of Article XI, the Liquidator appointed as provided herein shall be entitled to receive such reasonable compensation for its services as shall be agreed upon by the Liquidator and the Manager.
- <u>Section 16.3</u>. **Final Audit**. Within a reasonable time following the completion of the liquidation, the Liquidator shall supply to the Manager a statement, which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation.

ARTICLE XVII INDEMNIFICATION AND INSURANCE

Section 17.1. Indemnification and Advance of Expenses. The Company may indemnify and/or advance expenses to a Person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the Person (i) is or was a Manager, Officer, or agent of the Company, or (ii) is or was serving at the request of the Company as a Manager, Member, director, officer, partner, venturer, proprietor, trustee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent provided by, and in accordance with the laws of Florida and any other applicable laws.

Section 17.2. Insurance. The Company may purchase and maintain insurance or another arrangement on behalf of any Person who is or was a Member, Manager, agent or other Person identified herein against any liability asserted against him or incurred by him in such a capacity or arising out of his/her status as such a Person, whether or not the Company would have the power to indemnify against that liability under Section 14.1 or otherwise.

Section 17.3. Limit on Liability of Member. The indemnification set forth in this Article XIV shall in no event cause the Member to incur any personal liability beyond its total Capital contributions, nor shall it result in any liability of the Member to any third party.

<u>Section 17.4.</u> **Property And Liability Insurance**. The Manager is authorized to purchase with Company funds property and liability insurance to cover and insure any real estate investments held in the name of the Company.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

<u>Section 18.1</u>. Entire Agreement. This Articles Of Organization contains the entire agreement relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated.

Section 18.2. Law Governing. This Articles Of Organization shall be governed by and construed in accordance with the local, internal laws of the State of Florida. In particular, this Articles Of Organization is intended to comply with the requirements of the IRC relating to Individual Retirement Arrangements and Accounts. In the event of a direct conflict between the provisions of this Articles Of Organization and the mandatory provisions of the laws of Florida, the IRC, then the laws of Florida, in that order of priority, will control.

<u>Section 18.3</u>. Successors and Assigns. This Articles Of Organization shall be binding upon and shall inure to the benefit of the Member and their respective heirs, legal representatives, successors and assigns.

<u>Section 18.4</u>. Severability. This Articles Of Organization is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Articles Of Organization or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Articles Of Organization and the application of such provision to other Persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

<u>Section 18.5</u>. Amendment. Except as expressly provided herein, this Articles Of Organization may be amended by action of the Member or by the unanimous consent of all Members.

<u>Section 18.6</u>. **Headings**. The Article and Section headings appearing herein are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section.

<u>Section 18.7</u>. Construction. Whenever required by the context, as used in this Articles Of Organization, the singular number shall include the plural, and vice versa, and the gender of all words used shall include the masculine, feminine and the neuter.

Section 18.8. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute of limitations period has run.

<u>Section 18.9</u>. **Further Assurances**. In connection with this Articles Of Organization and the transactions contemplated hereby, both the Member and Manager shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Articles Of Organization.

Section 18.10. Counterparts. This Articles Of Organization may be executed Articles Of Organization in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute a single document. This Articles Of Organization shall be binding upon the Member and Manager upon execution.

IN WITNESS WHEREOF, the Member and Manager have executed this Articles Of Organization of JBarber 401k PSP, LLC to be effective as of the Date entered herein below.

MEMBER:

Date: 7/18/2022

Date: 7/18/2022