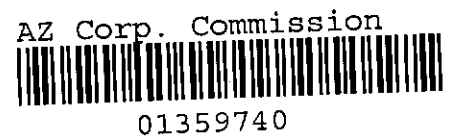


NOV 17 2005

ARTICLES OF ORGANIZATION



FILE NO. L-1242933-6

OF

MOOEY CHRISTMAS and UDDER THINGS, L.L.C.
(An Arizona Limited Liability Company)

1. **Name:** The name of the Limited Liability Company is: Mooey Christmas and Udder Things, L.L.C.
2. **Address of Known Place of Business:** The address of the known place of business of the Company is: 111 Jerome Avenue, Jerome, AZ 86331; the mailing address is: PO Box 1257, Jerome, AZ 86331; located in Yavapai County.
3. **Statutory Agent:** The name and address of the initial statutory agent of the Company is: Diana L. Martin, 2210 Gerry Sue Drive, Clarkdale, AZ 86324.
4. **Dissolution:** The duration of the Company shall be perpetual, unless terminated sooner by the Members according to applicable law.
5. **Purpose:** The purpose for which the limited liability company is organized is: retail sales of gift and home decorating items. In addition, 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 Arizona.
6. **Management:** Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Diana L. Martin, 2210 Gerry Sue Drive, Clarkdale, AZ 86324.
7. **Members:** There will be one or more initial Members at the time the limited liability company is formed. The initial Members of the Company shall have the right to admit additional members from time to time in accordance with the terms and conditions of the Company's

Operating Agreement. Any Member who is subsequently admitted as a Member of the Company shall have all of the rights and obligations of a Member under the Operating Agreement. Interests of Members may be transferred or assigned as provided in the Operating Agreement.

8. **Continuation of Business:** In the event of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of an event which terminates the continued Membership of a Member in the Company, the remaining Members of the Company may continue the business of the Company in accordance with the Operating Agreement. At their election and option, a Majority-in-Interest of the remaining Members may vote to continue the business.

9. **Operating Agreement and Authority:** The manner in which the Company conducts its business and affairs, the duties and authority, the rights and obligations of its Members, to the extent not expressly required by and provided for by Arizona law, shall be set forth in the Operating Agreement adopted by the initial Members of the Company. Said Operating Agreement may from time to time be amended in accordance with the provisions contained therein.

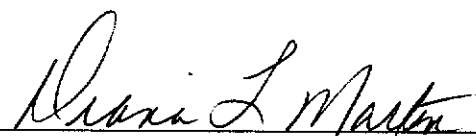
10. **Indemnification and Liability:** The Company may, as determined by the Members of the Company, indemnify and advance expenses to a Member, employee or agent of the Company in connection with any proceeding, to the extent permitted by and in accordance with applicable laws and statutes and the Operating Agreement of the Company.

EXECUTED this 3rd day of November, 2005.


DIANA L. MARTIN, Organizing Member

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

I, DIANA L. MARTIN, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.


Signature of Statutory Agent