



02359919

CORPORATION COMMISSION
FILEDARTICLES OF ORGANIZATION
OF

MAR 24 2008

R & O ENTERPRISES, LLC

FILE NO. L1438225-5

1. Name. The name of the Limited Liability Company is: R & O Enterprises, LLC.
2. Registered Office. The street address of the registered office of this Limited Liability Company is: 404 W. Preston Street, Gila Bend, AZ, 85337, Maricopa County.
Mailing address is: Post Office Box 104, Gila Bend, AZ 85337.
3. Statutory Agent. The name and address of the statutory agent for this Limited Liability Company who agrees and on whom service of process, notice or demand that is required or permitted by law to be served on the Limited Liability Company is:
Kathryn S. Tracy, 2144 South 227th Avenue, Buckeye, AZ 85326.
4. Business Purpose. This Limited Liability Company intends to engage in any lawful act or activity for which a Limited Liability Company is authorized to conduct pursuant to ARS section 29-6120. Initial business purpose is sales and transportation services.
5. Number and Classes of Members. This Limited Liability Company is being formed with two or more members pursuant to ARS 29-632(A)(3), and whose interest, participation and voting rights may be allocated between different classes of members, as may be authorized under a duly adopted Operating Agreement.
6. Management. The management of the business affairs and property of this Limited Liability Company shall be reserved to the members, whose numbers shall not be less than two and who shall adopt an Operating Agreement containing all of the provisions deemed appropriate and consistent with laws that govern the conduct of its business affairs, its authorities, rights and powers, duties, rights and powers of its members, managers, officers, employees or agents. The members may, by lawful consent, appoint one or more managers to manage the business affairs and property of the company and whose authorities, duties, rights and powers shall be authorized pursuant to a duly adopted Operating Agreement.

The names and addresses of the persons who will be the lawful members of this Limited Liability Company at the time of its formation are:

Oliver R. Reishus

PO Box 104, Gila Bend, AZ 85337

Roxanne Brinker

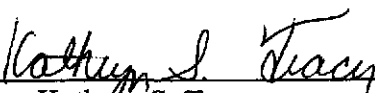
PO Box 104, Gila Bend, AZ 85337

7. Dissolution. There is no dissolution date, perpetual life.

8. Capitalization. This Limited Liability Company shall be initially capitalized with capital contributions made by its member(s) who may contribute, or promise to contribute cash, property or services. The value of the capital contributions of property or services is the fair market value of such property or services either at the time the property is lawfully transferred or the services rendered to this Limited Liability Company.
9. Limitation of Liability. All members, managers, employees, officers or agents of this Limited Liability Company are not liable, solely by reason of being a member, manager employee, officer or agent of this Limited Liability Company for the debts, obligations and liabilities incurred by this Limited Liability Company whether arising in contract or tort, under a judgment decree or order of a court otherwise.
10. Lawful Agents. Management of this Limited Liability Company is vested with the members, as provided under Article 6 of these Articles of Organization, each such member is a lawful agent of this Limited Liability Company for the purpose of carrying on its business in the usual way. The acts of each member, including the execution in the name of this Limited Liability Company of any document, instrument or business papers for carrying on in the usual way, the business of this Limited Liability Company, legally binds this Limited Liability Company in all business transactions.
11. Assignment of Members Interests. (a) The interest of any member may be assigned in whole or in part to a third party or parties, provided, however, such assignment does not dissolve this Limited Liability Company; nor does it entitle the assignee to participate in the management of the business and affairs of this Limited Liability Company, unless assignee is duly admitted as a member upon the written unanimous consent of all members. (b) If an interest in this Limited Liability Company is acquired directly from this Limited Liability Company upon the unanimous consent of all members, then such an additional member is entitled to all of the rights, privileges, immunities and restrictions accorded all members pursuant to these Article of Organization and/or the duly adopted Operating Agreement. (c) When a member assigns all or part of his or her interest in this Limited Liability Company to a third party or parties, such member is not released from his or her liability to the Limited Liability Company, unless or until the written unanimous consent of all members is given, where or not assignment has been accepted as a lawful member of this Limited Liability Company.
12. Indemnification. This Limited Liability Company shall indemnify every member, manager, employee, officer, agent or any other persons performing the usual business of this Limited Liability Company, or his or her heirs, executors and administrators, against expenses reasonably incurred by him or her in connection with any action, suit or proceeding holding such person to be liable for negligence or misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which this Limited Liability Company is advised by counsel that the person to be identified did not commit such breach of duty; however, this right of indemnification shall not be exclusive of other rights to which he or she may be entitled.

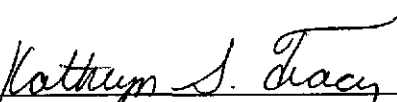
12. Indemnification - continued. And as used in this Article, expenses shall include amounts of judgments, penalties or fines rendered or levied against such member, and the amounts paid in settlement thereof, provided, however, such settlement shall have been approved by all the members of this Limited Liability Company.
13. Action By Consent. Any action taken by the members which significantly effects either the capital or liability of this Limited Liability Company shall be first duly authorized by the written unanimous consent of all the members.
14. Operating Agreement. The members shall by unanimous consent, adopt an Operating Agreement at their Organizational Meeting that will direct the management, regulation and government of the business affairs and property of this Limited Liability Company. Said Operating Agreement may be amended from time to time by a majority vote of the members.
15. Fiscal Year. This fiscal year of this Limited Liability Company shall end December 31st of each year. This company is deemed as in business since January 1, 2008.
16. Record Date. The record date of this Limited Liability Company for the purpose of winding up its year end business affairs, which may include the appointment, resignation withdrawal or expiration of the term of any appointed manager, or the assignment and transfer of any member's interest and voting rights, or any other matters, fiscal or otherwise, shall be the 31st of each year.

EXECUTED this 27th day of November, 2007


Kathryn S. Tracy

Acceptance of Appointment By Statutory Agent:

I, Kathryn S. Tracy, 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.


Kathryn S. Tracy