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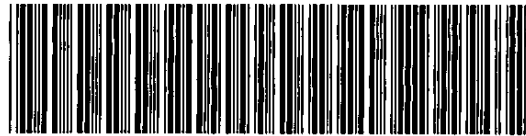
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JL

DAVID L. MACKAY ATTORNEY, P. A.

Mailing Address:
Post Office Box 206
Ocala, Florida 34478-0206

Physical Address:
2801 Southwest College Road, Suite #9
Ocala, Florida 34474

Telephone: (352) 237-3800
Facsimile: (352) 237-0299
E-mail: mrocala@worldnet.att.net

June 29, 2006

VIA UNITED PARCEL SERVICE
OVERNIGHT DELIVERY

Secretary of State
Division of Corporations
George Firestone Building
409 East Gaines Street
Tallahassee, Florida 32399

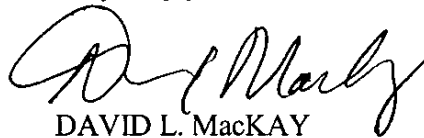
Re: Roth Warehouses, LLC

Gentlemen:

Enclosed is the original and one copy of Articles of Organization for the above-captioned Florida limited liability company, together with my check in the amount of \$125.00. Please acknowledge receipt and filing of the articles on the acknowledgment copy which is enclosed and return it to me at the above address.

Thank you for your attention to this matter.

Very truly yours,



DAVID L. MacKAY

DLM/jf

Enclosures

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**ARTICLES OF ORGANIZATION FOR
ROTH WAREHOUSES, LLC, a
Florida Limited Liability Company**

ARTICLE I – NAME

The name of the Limited Liability Company is **ROTH WAREHOUSES, LLC**

ARTICLE II – ADDRESS

The mailing address and street address of the principal office of the Limited Liability Company is 4335 Southeast Eighth Street, Ocala, Florida, 34471.

ARTICLE III – DURATION

The period of duration for the Limited Liability Company shall be:

The duration for the Limited Liability Company shall be perpetual, subject to earlier dissolution upon the occurrence of any of the following events:

- (a) By the unanimous written agreement of all Members; or
- (b) Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member; or,
- (c) As otherwise provided by law.

ARTICLE IV – Management

The Limited Liability Company is to be managed by a Manager who shall be appointed by the Members.

ARTICLE V – TRANSFERABILITY

5.1 General. Except as otherwise specifically provided herein a Member shall not have the right to:

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- 5.1.a sell, assign, transfer, exchange or otherwise transfer for consideration, (collectively, 'sell' or "sale"), or
- 5.1.b gift, bequeath or otherwise transfer for no consideration whether or not by operation of law, except in the case of bankruptcy (collectively "gift"), all or any part of its Membership Interest. Each Member hereby acknowledges the reasonableness of the restrictions on sale and gift of Membership Interests imposed by this Operating Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on sale and gift contained herein shall be specifically enforceable. In the event that any Member pledges or otherwise encumbers any of its Membership Interest as security for repayment of a liability, any such pledge or hypothecation shall be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all the terms and conditions of this Article V.

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5.2 Right of First Refusal.

- 5.2.a A selling Member which desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser shall obtain from such third party purchaser a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor. The selling Member shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such interest, furnishing to the remaining Members a copy of the aforesaid written offer to purchase such interest.
- 5.2.b The remaining Members, and each of them shall, on a basis pro rata to their Capital Interests or on a basis pro rata to the capital Interests of those remaining Members exercising their right of first refusal, have the right to exercise a right of first refusal to purchase all (but not less than all) of the interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the aforesaid

written offer to purchase by giving written notification to the selling Member, by certified mail or personal delivery, of their intention to do so within ten (10) days after receiving written notice from the selling Member. The failure of all the remaining Members (or any one or more of them) to so notify the Selling Member of their desire to exercise this right of first refusal within said ten (10) day period shall result in the termination of the right of first refusal and the Selling Member shall be entitled to consummate the sale of its interest in the Company, or such portion of its interest, if any, with respect to which the right of first refusal has not been exercised, to such third party purchaser. In the event the remaining Members (or any one or more of the remaining Members) give written notice to the selling Member of their desire to exercise this right of first refusal and to purchase all of the Selling Member's interest in the Company which the Selling Member desires to sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within thirty (30) days after receipt of written notification from the Selling Member of the third party offer to purchase.

- 5.2.c In the event of either the purchase of the selling Member's interest in the Company by a third party purchaser or the gift of an interest in the Company, and as a condition to recognizing one or more of the effectiveness and binding nature of any such sale or gift and (subject to Section 5.3, below) substitution of a new Member as against the Company or otherwise, the remaining Members may require the selling Member or Gifting Member and the proposed purchaser, donee or successor-in-interest, as the case may be to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members may deem necessary or desirable to:

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- 5.2.c.i constitute such purchaser, as a Member, donee or successor-in-interest as such;
- 5.2.c.ii confirm that the person desiring to acquire an interest or interests in the Company, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Operating Agreement, as the same may have been further amended;
- 5.2.c.iii preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;
- 5.2.c.iv maintain the status of the Company as a partnership for federal tax purposes; and
- 5.2.c.v assure compliance with any applicable state and federal laws including securities laws and regulations.
- 5.2.d Any sale or gift of a Membership Interest or admission of a Member in compliance with this Article V shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given, or, if no such consent was required pursuant to section 5.2.e, then on such date that the donee or successor-in-interest complies with section 5.2.c. The Transferring Member agrees, upon request of the remaining Members, to execute such certificates or other documents and perform such other acts as may be reasonably requested by the remaining Members from time to time in connection with such sale, transfer, assignment, or substitution. The Transferring Member hereby indemnifies the Company and the remaining Members against all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article V.

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5.2.e Subject to Section 5.3, a Gifting Member may gift all or any portion of its Membership Interest (without regard to section 5.2.a and b), provided, however, that the donee or other successor-in-interest complies with Section 5.2.c and further provided that the donee is either the Gifting Member's spouse, former spouse, or lineal descendent (including adopted children) - In the event of the gift of all or any portion of a Gifting Member's Membership Interest to one or more donees who are under 25 years of age, one or more trusts shall be established to hold the gifted interest(s) for the benefit of such donee(s) until all of the donee(s) reach the age of at least 25 years.

5.3 Transferee Not Member in Absence of Consent.

5.3.a Notwithstanding anything contained herein to the contrary (including, without limitation, Section 5.2 hereof), if a Majority in Interest of the Members do not approve by unanimous written consent of the proposed sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. Such transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's interest in the Company shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Member(s) shall have voted to accept such transferee or donee as a Member.

ARTICLE VI – Admission of Additional Members

The right, if given, of the members to admit additional members and the terms and conditions of the admissions shall be:

From the date of the formation of this Limited Liability Company, any person or entity acceptable to Members holding the majority of the equity interest

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of this Limited Liability Company may become a Member in this Company, either by the issuance by the Company of Membership Interests for such consideration as the Members, by such majority vote, shall determine, or as a transferee of a Member's membership interest or any portion thereof, subject to the terms and conditions of Article V of these Articles of Organization.

ARTICLE VII – Members Rights to Continue Business

The right, if given, of the remaining Members of the Limited Liability Company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Limited Liability Company shall be:

Upon unanimous vote, the remaining Members may elect to continue business of the Limited Liability Company.

CERTIFICATE DESIGNATING REGISTERED OFFICE AND REGISTERED AGENT

The Company's initial registered office and initial registered agent at such office is:

MICHAEL Roth
4335 Southeast Eighth Street
Ocala, Florida 34471

The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Florida Secretary of State pursuant to the Florida Limited Liability Company Act.

ACCEPTANCE

I HEREBY ACCEPT the appointment as Registered Agent of and agree to act in that capacity as contemplated by § 607.164, Florida Statutes.

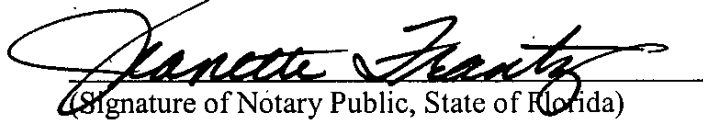


MICHAEL ROTH, Registered Agent

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TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF MARION

The foregoing Acceptance of Registered Agent was acknowledged before me this 29th
day of June, 2006, by **MICHAEL ROTH**.


(Signature of Notary Public, State of Florida)
(Print, Type or Stamp Commissioned
Name of Notary Public)

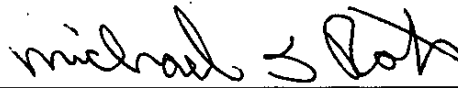
Personally Known X, OR, Produced Identification _____
Type of Identification Produced: _____



Jeanette Frantz
MY COMMISSION # DD227785 EXPIRES
July 27, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of
Organization, this 29th day of June, 2006.

SUBSCRIBERS:


MICHAEL ROTH

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