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TALLAHASSEE, FLORIDA

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J. SMITH FEB - 2 2005

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January 25, 2005

Via FedEx No. 7928 3028 6874

Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399
850.245.6051 Phone

Re: Stahly Capital Management, Inc.
26 81 Group, LLC
CyHawk I, LLC
2101 Tarpon Road, LLC

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Dear Sir or Madam:

The enclosed Articles of Incorporation and Articles of Organization, respectively, are submitted for filing, along with checks totaling \$468.75 in payment of the filing fees for all.

Please return all correspondence concerning this matter to:

Steven C. Stahly
495 Palo Verde Drive
Naples, FL 34119

For further information concerning this matter, please call me at 239.435.3535.

Very truly yours,



Amy Pescetto

/ap

Encl.

Cc: Mr. Steve Stahly (w/out encl.)

Craig D. Grider, Esq. (w/out encl.)

**ARTICLES OF ORGANIZATION
OF
26 81 GROUP, LLC**

TO THE SECRETARY OF STATE
OF THE STATE OF FLORIDA:

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2009 JAN 26 PM 2:46
CLERK OF CORP. AFFAIRS
TALLAHASSEE, FLORIDA

Pursuant to Section 608.407 of the Florida Limited Liability Company Act (the "Florida Act"), the undersigned, acting as organizer, adopts the following articles of organization:

ARTICLE I

The name of the limited liability company is 26 81 Group, LLC (the "Company").

ARTICLE II

The street address of the Company's initial registered office in Florida is 495 Palo Verde Drive, Naples, Florida 34119, and the name of the Company's initial registered agent at that office is Steven C. Stahly.

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in 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 608, F.S.



Registered Agent's Signature

ARTICLE III

The mailing address and street address of the principal office of the Company is 495 Palo Verde Drive, Naples, Florida 34119.

ARTICLE IV

The Company shall have perpetual duration, unless the Company is sooner dissolved in accordance with either the provisions of its Operating Agreement or the Florida Act.

ARTICLE V

The Company shall be a manager-managed Company. The Members of the Company are not agents of the Company for the purpose of its business or affairs or otherwise. No Manager's,

Member's or any other person's act shall bind the Company except as may be expressly authorized by the Operating Agreement of the Company.

ARTICLE VI

Until such time as their successors or substitutes are appointed, elected or otherwise designated in accordance with the Operating Agreement, the name and address of each Manager is as follows:

<u>Title</u>	<u>Name and Address</u>
MGR	Steven C. Stahly 495 Palo Verde Drive Naples, Florida, 34119
MGR	R. Douglas Fisher 23004 Shady Knoll Dr. Bonita Springs, FL. 34135

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ARTICLE VII

A. A Manager shall not be personally liable to the Company or to its Members for money damages for any action taken, or any failure to take action, as a Manager, except for liability arising from a judgment or other final adjudication establishing that the actions or omissions to act of the Manager were material to the cause of action so adjudicated and constitute one of the following: (i) the amount of a financial benefit received by a Manager to which the Manager is not entitled; (ii) an intentional infliction of harm on the Company or its Members; (iii) a violation of Section 608.426 of the Florida Act; (iv) a violation of criminal law unless the Manager had no reasonable cause to believe such conduct was unlawful, or (v) willful misconduct or a conscious disregard for the best interest of the Company in a proceeding by or in the right of the Company to procure a judgment in its favor or in a proceeding by or in the right of a Member.

B. The Manager's personal liability pursuant to this Article VII will not be eliminated or limited for any act or omission occurring prior to the date on which the provisions of this Article become effective. If the Florida Limited Liability Company Act or other applicable law is hereafter amended to authorize the further elimination or limitation of the liability of Managers, then the liability of a Manager of the Company, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the extent of such amendment, automatically and without any further action, to the maximum extent permitted by law. Any repeal or amendment of this Article by the Members of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability or any other right or protection, of a Manager of the Company with respect to any state of facts existing at or prior to the time of such repeal or modification.

C. Each person who is or was a Member or Manager of the Company (and the heirs, executors, personal representatives, administrators, or successors of such person) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or

was a Member or Manager of the Company or while a Member or Manager of the Company, or was serving at the request of the Company as a Member, director, officer, partner, trustee, employee or agent of another individual, person, limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise or entity ("**Indemnatee**"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law as the same exists or may hereafter be amended (but, in the case of any such amendment or change, only to the extent that such amendment or change empowers the Company to provide broader indemnification than said law empowered the Company to provide prior to such amendment or change).

D. The right to indemnification conferred in this Article VII shall include the right to payment or reimbursement by the Company of reasonable expenses incurred in connection with any such claim, action, suit or proceeding in advance of its final disposition, to the fullest extent authorized by applicable law, as the same exists or may hereafter be amended; provided, however, that the payment or reimbursement of such expenses in advance of the final disposition of such claim, action, suit or proceeding shall be made only upon delivery to the Company of (i) a written undertaking by or on behalf of the Indemnatee to repay all amounts so advanced if it shall ultimately be determined that the Indemnatee is not entitled to be indemnified under this Article VII or otherwise, and (ii) a written affirmation of such Indemnatee's good faith belief that the Indemnatee has met the applicable standard of conduct necessary to require indemnification by the Company pursuant to this Article VII or otherwise.

E. The Company may, by action of the Members, provide indemnification to such of the officers, employees and agents of the Company to such extent as the Members shall determine to be appropriate and authorized by applicable law as the same exists at the time such determination is made.

F. Except only as may be limited by the affirmative requirements of applicable law, as the same exists or may hereafter be amended, the rights and authority conferred in this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Organization or Operating Agreement of the Company, agreement, vote of Members, or otherwise.

G. This Article VII shall be applicable to all claims, actions, suits or proceedings commenced after the effective date hereof, whether arising from acts or omissions occurring before or after the effective date hereof. Each person who is now serving or who shall hereafter serve as a Manager or Member of the Company shall be deemed to be doing so in reliance upon the rights of indemnification provided for in this Article VII, and such rights of indemnification shall continue as to a person who has ceased to be a Manager or Member, and shall inure to the benefit of their respective heirs, executors, legal or personal representatives, administrators, and successors. If this Article VII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Manager and Member of the Company to the maximum extent permitted by any applicable portion of this Article VII that shall not have been invalidated.

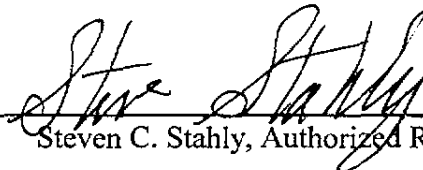
H. The Company may purchase and maintain insurance, at its expense, to protect itself

and any person who is or was a Member, Manager, officer, employee or agent of the Company, or while a Member or a Manager of the Company, is or was serving at the request of the Company as a Manager, director, officer, partner, trustee, employee or agent of another individual, person, limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise against any liability asserted against such person and incurred by such person in such capacity, or arising out of such person's status as such and whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Article VII, the Florida Act or otherwise. The Company's obligation to make indemnification and pay expenses pursuant to this Article VII shall be in excess of any insurance purchased and maintained by the Company and such insurance shall be primary. To the extent that indemnity or expenses of the person entitled to indemnification and payment of expenses pursuant to this Article VII are paid on behalf of or to such person by such insurance, such payments shall be deemed to be in satisfaction of the Company's obligation to such person to make indemnification and pay expenses pursuant to this Article VII.

I. The rights of indemnification conferred in this Article VII shall be deemed to be a contract right. Any repeal or amendment of this Article VII by the Members of the Company shall not adversely affect any right or protection of a Member or officer existing at the time of such repeal or amendment.

Dated this 25th day of January, 2005.

By:


Steven C. Stahly, Authorized Representative

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