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J. STRAIN 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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TALLAHASSEE, FLORIDA

Dear Sir or Madam:

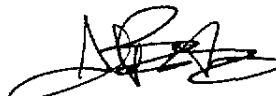
The enclosed Articles of Incorporation and Articles of Organization, respectively, are submitted for filing, along with checks totaling \$468.75 in payment of the filing fees for all.

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.)

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**ARTICLES OF ORGANIZATION  
OF  
2101 TARPON ROAD, LLC**

TO THE SECRETARY OF STATE  
OF THE STATE OF 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:

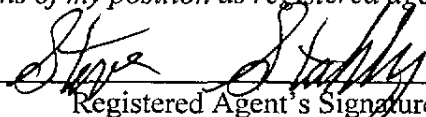
**ARTICLE I**

The name of the limited liability company is 2101 Tarpon Road, 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 Member-managed Company. No 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

A. A Member, managing member or officer of the Company shall not be personally liable to the Company for money damages for any action taken, or any failure to take action, as a Member, managing member or officer of the Company, except for liability arising from a judgment or other final adjudication establishing that the actions or omissions to act of the Member, managing member or officer 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 Member, managing member or officer to which the Member, managing member or officer is not entitled; (ii) an intentional infliction of harm on the Company; (iii) a violation of Section 608.426 of the Florida Act; (iv) a violation of criminal law unless the Member, managing member or officer 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.

B. The personal liability of a Member, managing member or officer of the Company pursuant to this Article VI 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 Member, managing member or officer of the Company, then the liability of a Member, managing member or officer 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 Member 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 Member, managing member or officer 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, a managing member or an officer 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, managing member or officer of the Company or while a Member, managing member or officer of the Company, is or was serving at the request of the Company as a Member, managing 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 ("**Indemnitee**"), 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).

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D. The right to indemnification conferred in this Article VI 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 Indemnitee to repay all amounts so advanced if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified under this Article VI or otherwise, and (ii) a written affirmation of such Indemnitee's good faith belief that the Indemnitee has met the applicable standard of conduct necessary to require indemnification by the Company pursuant to this Article VI or otherwise.

E. The Company may, by action of the Member, provide indemnification to such of the employees and agents of the Company to such extent as the Member 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 VI 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 Member, or otherwise.

G. This Article VI 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 is a Member, or who serves as a managing member or officer of the Company shall be deemed to be doing so in reliance upon the rights of indemnification provided for in this Article VI, and such rights of indemnification shall continue as to a person who has ceased to be a Member, managing member or officer, and shall inure to the benefit of their respective heirs, executors, legal or personal representatives, administrators, and successors. If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Member, managing member or officer of the Company to the maximum extent permitted by any applicable portion of this Article VI 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, managing member, officer, employee or agent of the Company, or while a Member, managing member or officer of the Company, is or was serving at the request of the Company as a managing 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 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 VI, the Florida Act or otherwise. The Company's obligation to

make indemnification and pay expenses pursuant to this Article VI 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 VI 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 VI.

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

Dated this 25<sup>th</sup> day of January, 2005.

By: Steven C. Stahly  
Steven C. Stahly, Authorized Representative

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