

L96000001311

**TRANSMITTAL LETTER
FOR FLORIDA LIMITED LIABILITY COMPANY**

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Hawthorne Investment Group, L.C.
(Proposed limited liability company name - must include suffix)

200002029832--7
-12/17/96--01012--001
****285.00 ****285.00

Enclosed is an original and one (1) copy of the articles of organization and a check for :

\$285.00
Filing Fee
& Registered
Agent designation

\$293.75
Filing Fee,
Registered Agent
Designation &
Certificate

\$337.50
Filing Fee,
Registered Agent
Designation &
Certified Copy

\$346.25
Filing Fee,
Registered Agent
Designation,
Certified Copy &
Certificate

FROM: Thomas D. Fackender
Name (Printed or typed)

1544 Copperfield Circle
Address

Tallahassee, FL 32312
City, State & Zip

(904) 893-5725
Daytime Telephone number

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 DEC 16 PM 3:09

NOTE: Please provide the original and one copy of the articles.

Handwritten signature/initials

**ARTICLES OF ORGANIZATION
OF
HAWTHORNE INVESTMENT GROUP, L.C.
(a Limited Liability Company)**

FILED
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DIVISION OF CORPORATIONS
96 DEC 16 PM 3:09

The undersigned, desiring to form a limited liability company under the Florida Limited Liability Company Act, Chapter 608.401, et. seq., Florida Statutes (the "Act"), do sign, acknowledge and deliver in duplicate to the Secretary, Florida Department of State, these Articles of Organization.

ARTICLE I

Name

The name of the limited liability company (hereinafter referred to as the "Company") shall be Hawthorne Investment Group, L.C.

ARTICLE II

Address

The mailing address and street address of the principal office of the Limited Liability Company is 1544 Copperfield Circle, Tallahassee, Florida 32312.

ARTICLE III

Period of Duration

The period of duration for the Limited Liability Company shall be from the date of filing these articles with the Florida Division of Corporation and continuing for thirty (30) years, unless extended as provided in the Operating Agreement and Regulations.

ARTICLE IV

Management

The Limited Liability Company is to be managed by the members, and the names and addresses of the managing members are:

Thomas D. Fackender
Managing Director
1544 Copperfield Circle
Tallahassee, Florida 32312

Michael K. Maloy
Chairman, Board of Managers
1145 Avon Road
Schenectady, New York 12308

ARTICLE V

Admission of Additional Members

The right, if given, of the remaining members to admit additional members and the terms and conditions of the admissions shall be set forth in the Operating Agreement and Regulations of the Company.

ARTICLE VI

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 as set forth in the Operating Agreement and Regulations of the Company.

ARTICLE VII

Distributions in Kind

The Company may distribute assets in-kind as provided in the Operating Agreement and Regulations of the Company.

ARTICLE VIII

Meetings Not Required

Any action required by the Act or the Florida Business Corporation Act to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interest having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

ARTICLE IX

Limitation on Manager Liability

A manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this Article IX does not eliminate or limit the liability of a manager to the extent that the manager is found liable for (i) a breach of the manager's duty of loyalty to the Company or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or (iv) an act or omission for which the liability of the manager is expressly provided by an applicable statute. Any repeal or amendment of this Article IX by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability of a manager of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which the manager of the Company is not liable is set forth in the preceding sentences, the manager shall not be liable to the fullest extent permitted by any provision of the statutes of the State of Florida hereinafter enacted that further limits the liability of a manager of a limited liability company or of a director of a corporation.

ARTICLE X

Miscellaneous

Power of Attorney and Amendment. The Chairman of the Board of Managers, the Managing Director and/or Manager-Finance, severally, and their successors shall be, and by these presents hereby are appointed the true and lawful attorneys-in-fact for the Members and their respective assignees, and each of them with full power and authority for them in their names to execute,

acknowledge or swear to and file Amendments of these Articles of Organization and other Company documents as follows:

(1) To amend these Articles in any respect except to substitute a Chairman of the Board of Managers, Managing Director or Manager-Finance (other than through a merger or reorganization of the Managing Member) or to decrease or diminish the duties, liabilities or responsibilities of the Chairman of the Board of Managers, Managing Director or Manager-Finance or to increase the liability of any Member in any respect.

(2) Deeds, notes, mortgages, *security* instruments of any kind and nature, leases, contracts and such other instruments as may be necessary to carry on the business of the Company as set forth in Article *III* hereto, provided that no such instrument shall increase the personal liability of any Member herein; and

(3) All documents that may be required to effectuate the dissolution and termination of the Company.

It is expressly intended by each of the Members that the foregoing power of attorney is coupled with an interest. The foregoing power of attorney shall be irrevocable except upon dissolution and survive the delivery or assignment by any of the Members of the whole or any portion of their membership interest and when the assignee has executed a power of attorney coupled with an interest and the foregoing power of attorney of the assignor Member shall survive the delivery of such assignment for the sole purpose of enabling the Chairman of the Board of Managers or Manager-Finance to make, execute, deliver, acknowledge and file any and all instruments necessary to effectuate such substitution. It is understood that the Chairman of the Board of Managers or Manager-Finance may require that the assignee execute a similar power of attorney as a condition of his admission as a substitute Member.

Gender. The masculine and neuter gender has been used interchangeably in these Articles and each may be considered to refer to the other if appropriate.

Binding Effect. These Articles shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, transferees, successors, survivors, heirs and assigns.

Duplicate Originals. For the convenience of the parties hereto, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.-

Construction. These Articles shall be interpreted and construed in accordance with the laws of the State of Florida. The titles of the Sections and Subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning of construction of any of the terms or provisions herein.

Entire Agreement. These Articles and the Operating Agreement and Regulations of the Company are intended by the parties hereto to be the final expression of their agreement and is the complete and exclusive statement of the terms of such agreement notwithstanding any representations or statements of the contrary heretofore made.

IN WITNESS WHEREOF, the parties have entered into, executed and made these Articles of Organization as of the day first above written.

Members: **Thomas D. Fackender and Michael K. Maloy**

By: Th - D. Fackender
Thomas D. Fackender

By: Michael K. Maloy
Michael K. Maloy

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, Mary Elizabeth Thomas, a Notary Public, on the 5th day of December, 1996, in and for Leon County, State of Florida, personally appeared Thomas D. Fackender as Member and Registered Agent and Michael K. Maloy as Member, who, being personally known to me and they, being first duly sworn by me, upon their oath acknowledged the due execution of the foregoing Articles of Organization of Hawthorne Investment Group, L.C., freely and voluntarily for the purposes therein stated.

WITNESS my hand and official seal on this 5th day of December, 1996.



Mary Elizabeth Thomas
Notary Public

My Commission expires: September 20, '99

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS
OF
HAWTHORNE INVESTMENT GROUP

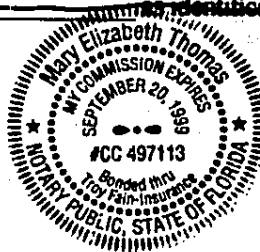
STATE OF FLORIDA
COUNTY OF LEON

The undersigned member or authorized representative of a member of Hawthorne Investment Group deposes and says:

1. The above named limited liability company has at least two members.
2. The total amount of cash contributed by the member(s) is \$56,000.00.
3. If any, the agreed value of property or services other than cash contributed by members is \$-none-.
4. The total amount of cash or property or services anticipated to be contributed by member(s) is \$56,000.00. This total includes amounts from 2 and 3 above.

JL - O. J.
Authorized Member or
Authorized Representative of a Member

The foregoing instrument was acknowledged before me this 5th day of December, 1996, by Thomas Fackendar, who is personally known to me or who has provided identification and who did take and oath.



Mary Elizabeth Thomas
Notary Public
My Commission expires: Sept. 20 1999

Certificate of Designation of Registered Agent/Registered Office

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: Hawthorne Investment Group, L.C.
2. The name and address of the registered agent and office is:

Thomas D. Fackender
1544 Copperfield Circle
Tallahassee, FL 32312

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 DEC 16 PM 3:09

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.

Th — D. Fackender —
(Signature)

12/5/96
(Date)