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LAW OFFICES
Kulatz & Dobbins, P.A.

Member NTSB Bar Assoc.
Florida Aviation Law Comm.

FLUC

Suite 4R

The Trial Lawyers Building
633 S.E. Third Avenue
Fort Lauderdale, FL 33301
(954) 527-0002
FAX: (954) 524-5143
EMAIL: kdavlaw@aol.com

MJH

August 20, 2002

Florida Division of Corporations
Attn: New Filings
409 E. Gaines Street
Tallahassee, FL 32399

8/21 off 8/20

100007251341--8
-08/21/02--01050--007
****125.00 ****125.00

Re: Fernandez Aviation LLC
Initial Organization

Gentlemen:

I am submitting new articles for filing together with a check to cover the necessary fees for your consideration.

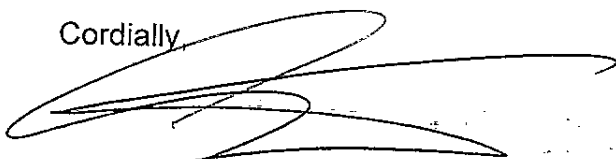
Please file the enclosed Articles of Organization for Fernandez Aviation LLC at your earliest convenience upon receipt.

I have enclosed two copies of the articles so that you will have one stamped "duplicate original" to return to me with the "date stamp" of the division evidencing the filing of the papers. Also enclosed is an Airbill for your use in sending back the duplicate original with the division "date filed" stamp on it.

I do not require a certified copy, but it is important to get the filing done as soon as practicable.

Thanks for your help with this organization.

Cordially,



Conrad S. Kulatz, Esq.
For the Firm.

FILED
02 AUG 21 AM 9:15
SECRETARY OF STATE
TALLAHASSEE FLORIDA

W6071502 K-32501

ARTICLES OF ORGANIZATION
FOR
Fernandez Aviation LLC
a Florida Limited Liability Company

ARTICLE I - Name

The name of this Limited Liability Company is Fernandez Aviation LLC.

ARTICLE II - Address

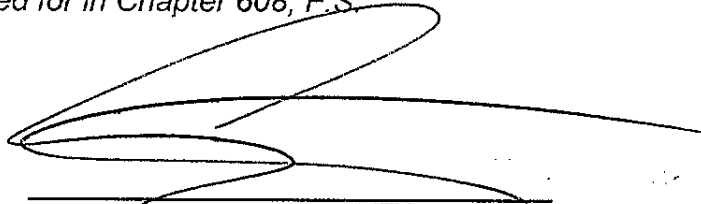
The mailing address and street address of the principal office of the Limited Liability Company is 633 S.E. Third Avenue, Suite 4R, Fort Lauderdale, Florida 33301.

**ARTICLE III - Registered Agent, Registered Office,
& Registered Agent's Signature**

The name and the Florida street address of the registered agent are:

Conrad S. Kulatz, Esquire
c/o Kulatz & Dobbins, P.A.
633 S.E. Third Avenue, Suite 4R
Fort Lauderdale, Florida 33301

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.



Conrad S. Kulatz, Registered Agent

FILED
02 AUG 21 AM 9:15
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Article IV - Management

Fernandez Aviation LLC is to be managed by its member(s).

Article V - Effective Date

The effective date for these Articles of Organization is August 20, 2002.

ARTICLE VI - Capital

SECTION 6.1 The Member(s) have contributed to the Company in exchange for their membership interest(s), cash and other property in the amount of \$525.00.

SECTION 6.2 The lower of fair market value or the adjusted basis of the contributing Member of any property, other than cash, contributed to the Company by a Member shall be its fair value.

SECTION 6.3 Except as expressly provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company.

SECTION 6.4 No interest shall be paid on the Capital Account of any Member.

SECTION 6.5 An individual Capital Account shall be established and maintained for each Member of the Company. The Capital Account of each Member shall consist of his or her original capital contribution, increased by

- A. additional capital contributions made by him or her, and
- B. his or her share of the Company's gains and profits, and decreased by:
 - 1. distributions of such profits and capital to him or her, and;
 - 2. his or her share of Company losses.

ARTICLE VII - Distributions of Cash

SECTION 7.1 The Company shall distribute to the Members, from time to time, all cash (regardless of the source thereof) of the Company which is not required for the operation or the reasonable working capital requirements of the Company, (such cash is sometimes referred to herein as "Cash Flow").

SECTION 7.2 Distributions of Cash Flow shall be made from time to time in such manner as determined by the Operating Manager.

SECTION 7.3 In addition to the distributions made pursuant to this Article VII of this Agreement, upon any sale, transfer, or other disposition of any capital asset of the Company (hereinafter referred to a "Disposition"), the proceeds of such Disposition shall first be applied to the payment or repayment of any selling or other expenses incurred in connection with the Disposition and to the payment of any indebtedness secured by the asset subject to the Disposition immediately prior thereto; all proceeds remaining thereafter (the "Net Proceeds") shall be retained by the Company or to be distributed, at such time or times as shall be determined by the Manager, to the Member(s); provided, however, that for purposes of Sections 702 and 704 of the Internal Revenue Code of 1986, or the corresponding provisions of any future Federal Internal Revenue Law, or any similar tax law of any state or jurisdiction, each Member's distributive share of all items of income, gain, loss, deduction, credit, or allowance in respect of any such disposition shall be made and based upon such Member's basis in such capital asset.

SECTION 7.4 Upon resignation of a Member, a resigning Member shall be entitled to receive only the distributions to which he or she is entitled under this Agreement.

SECTION 7.5 A Member, regardless of the nature of his or her contribution, has no right to demand and receive any distribution from the Company in any form other than cash. However, a Member shall be required and compelled to accept the distribution of any asset in kind from the Company, as determined from time to time by the Managers, in accordance with this Agreement, whether the percentage of the asset distributed to him or her exceeds the percentage of that asset which is equal to that Member's Membership Interest in the Company.

ARTICLE VIII - Profits and Losses

SECTION 8.1 The Net Profits and Losses of the Company shall be the net profits and losses of the Company as determined for Federal Income Tax purposes.

ARTICLE IX - Miscellaneous

SECTION 9.1 Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested or be delivered by courier to the parties at such address as a party shall have previously specified by notice to the others as the address to which notice shall be given to him or her, or

A. If to the Company, it shall be sent in care of the Operating Manager(s) at the address of the Company;

B. If to the Operating Manager(s), then to the address of the Company;

C. If to any Member, to him at his or her address set forth on the books and records of the Company.

SECTION 9.2 Whenever any notice is required to be given under the provisions of the Act, the Certificate or this Agreement, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

SECTION 9.3 This Agreement and any exhibits attached hereto set forth all (and are intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the Company, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth herein of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the Members. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

SECTION 9.4 This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

SECTION 9.5 Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. In the event there is any conflict between any provision of this Agreement and any statute, law, ordinance, or regulation contrary to which the Members or the Company have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, paragraph, or clause of this Agreement shall be held to be indefinite, invalid, or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

SECTION 9.6 This Agreement shall be binding upon, and inure to the benefit of, all parties hereto, their personal and legal representatives, guardians, successors, and assigns to the extent, but only to the extent, that assignment is provided for in accordance with, and permitted by, the provisions of this Agreement.

SECTION 9.7 Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in the State of Florida.

SECTION 9.8 The captions, headings and table of contents in this Agreement are solely for convenience of reference and shall not affect its interpretation.

SECTION 9.9 This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

SECTION 9.10 The Member(s) may make any tax elections for the Company allowed under the Internal Revenue Code or the tax laws of the State of Florida or other jurisdiction having taxing jurisdiction over the Company.

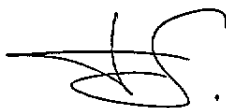
SECTION 9.11 Throughout this Agreement, where such meanings would be appropriate,

A. the masculine gender shall be deemed to include the feminine and the neuter, and vice versa, and

B. the singular shall be deemed to include the plural, and vice versa. The headings herein are inserted only as a matter of convenience and reference, and in no way define or describe the scope of the Agreement or the intent of any provisions thereof.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization for Fernandez Aviation LLC this 20th day of August, 2002.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)



Gaston Fernandez