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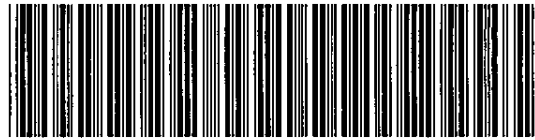
(Business Entity Name)

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B. KOHR
JAN 25 2008
EXAMINER

FILED
08 JAN 25 PM 2:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

FILED
08 JAN 25 PM 2:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 416690 4806071

AUTHORIZATION :

COST LIMIT : \$ 150.00

ORDER DATE : January 24, 2008

ORDER TIME : 9:54 AM

ORDER NO. : 416690-010

CUSTOMER NO: 4806071

CONVERSION/LLC FILING

NAME: MIAMI EXECUTIVE AVIATION, LLC

EFFECTIVE DATE:

XX_____ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

__XX__ PLAIN STAMPED COPY

CONTACT PERSON: Doreen Wallace - EXT. 2928

EXAMINER'S INITIALS: _____

**CERTIFICATE OF CONVERSION
CONVERTING
MIAMI EXECUTIVE AVIATION, INC.
TO
MIAMI EXECUTIVE AVIATION, LLC**

FILED
08 JAN 25 PM 2:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1113 and 608.439 of the Florida Statutes, this Certificate of Conversion is submitted to convert the Florida corporation of **MIAMI EXECUTIVE AVIATION, INC.** (the "Corporation") into a Florida limited liability company under the name **MIAMI EXECUTIVE AVIATION, LLC** (the "Company").

Pa 6000093320

1. The Corporation was incorporated on the 14th day of November 1996, pursuant to the laws of the State of Florida.

2. The name of the Florida limited liability company is Miami Executive Aviation, LLC, as set forth on the Articles of Organization, a copy of which is attached as Exhibit A, and the principal office of the Company shall be located at 15001 N.W. 42nd Avenue, Miami, Florida 33054.

3. The conversion of the Corporation into the Company shall be effective upon filing of this Certificate of Conversion ("Effective Time"), in accordance with Section 608.409(2) of the Florida Statutes.

4. At the Effective Time, the Corporation shall be converted into a Florida limited liability company under the name Miami Executive Aviation, LLC, in compliance with Chapters 607 and 608 of the Florida Statutes (the "Conversion").

5. The Board of Directors of the Corporation has approved the Conversion by unanimous written consent in lieu of a special meeting as of January 24, 2008, a copy of which is attached hereto as Exhibit B.

6. The sole shareholder of the Corporation has approved the Conversion by written consent in lieu of a special meeting as of January 24, 2008, a copy of which is attached hereto as Exhibit C.

7. The Company has agreed to pay any shareholders having appraisal rights the amounts to which they are entitled under Sections 607.1301-607.1333 of the Florida Statutes.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Conversion to be signed by its President, its duly authorized officer, this 24 day of January, 2008.

MIAMI EXECUTIVE AVIATION, INC.

By: [Signature]
Title: CEO
(the "Corporation")

EXHIBIT A

ARTICLES OF ORGANIZATION

FILED
08 JAN 25 PM 2:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Miami Executive Aviation, LLC

(Must end with the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

Mailing Address:

15001 Northwest 42 Avenue
Opa-Locka, FL 33054

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

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

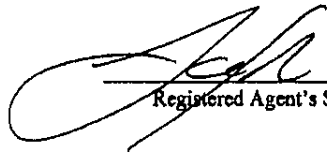
The name and the Florida street address of the registered agent are:

Fabio Alexander Vasquez
Name

15001 Northwest 42 Avenue
Florida street address (P.O. Box NOT acceptable)

Opa-Locka FL 33054
City, State, and Zip

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 (REQUIRED)

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:

"MGR" = Manager

"MGRM" = Managing Member

Name and Address:

MGRM _____

Executive Investment Partners, Inc. _____

15001 Northwest 42 Avenue _____

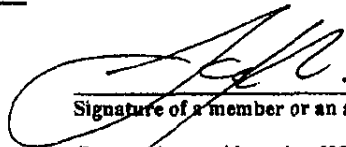
Opa-Locka, FL 33054 _____

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

(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.)

Fabio Alexander Vasquez

Typed or printed name of signer

Filing Fees:

- \$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
- \$ 30.00 Certified Copy (Optional)
- \$ 5.00 Certificate of Status (Optional)

EXHIBIT B

RESOLUTIONS OF THE BOARD OF DIRECTORS

**CONSENT TO ACTION WITHOUT A MEETING
OF THE BOARD OF DIRECTORS OF
MIAMI EXECUTIVE AVIATION, INC.**

January 24, 2008

I. ACTION BY BOARD OF DIRECTORS.

The undersigned, being all of the members of the board of directors (the "Directors") of **MIAMI EXECUTIVE AVIATION, INC.** (the "Corporation"), a corporation duly incorporated and validly existing under the laws of the State of Florida, in accordance with Florida Statutes § 607.0821, do hereby adopt the following resolutions without a meeting of the Directors and consent to the actions contemplated thereby:

WHEREAS, the Directors deem it to be in the best interest of the Corporation and its sole shareholder that the Corporation be converted into a Florida limited liability company under the name Miami Executive Aviation, LLC (the "Company").

NOW, THEREFORE:

RESOLVED, that the Directors hereby approve and authorize the conversion of the Corporation to the Company pursuant to the provisions of Sections 607.1112 and 608.439 of the Florida Statutes, which shall be effective upon filing of the Certificate of Conversion with the Florida Secretary of State (the "Conversion");

FURTHER RESOLVED, the Directors hereby approve and adopt the Plan of Conversion, a copy of which is attached as **Exhibit A**;

FURTHER RESOLVED, that the Conversion of the Corporation to the Company pursuant to the Plan of Conversion be submitted to the sole shareholder of the Corporation for its approval with the recommendation that it be approved; and

FURTHER RESOLVED, that each of the officers of the Corporation is authorized to execute the Plan of Conversion, a Certificate of Conversion to be filed with the Secretary of State of the State of Florida and to execute and deliver such other documents and to take such actions which may be necessary or appropriate to effect the Conversion.

WHEREAS, the Stock Purchase and Contribution Agreement dated as of September 3, 2007, (the "Agreement") to which the Corporation's sole shareholder is party contemplates the Corporation's divesting certain subsidiaries and investments.

RESOLVED, that the Corporation hereby declares a dividend payable no later than January 24, 2008, but in all events prior to the closing of the transactions contemplated by the Agreement to shareholders of record on the dividend payment date of the following assets of the Corporation:

All outstanding shares of Executive Air Services, Inc.

All outstanding shares of Talking Walls, Inc.


All outstanding equity interests of Gainesville Executive Aviation, L.L.C.

All outstanding equity interests of Executive Air Service, L.L.C.

All outstanding equity interests of Louisville Executive Aviation, L.L.C. owned by the Corporation

FURTHER RESOLVED, that the officers of the Corporation are authorized to take all actions necessary to effect such dividend.

This Consent to Action Without Meeting of the Board of Directors (the "Consent") may be signed in multiple counterparts and shall take effect immediately as of the date set forth above when each Director shall have signed at least one copy of this Consent, regardless whether any single copy of this Consent shall bear the signatures of all such Directors. This Consent shall be filed with the minutes of the meetings of the Directors.



FABIO A. VASQUEZ, Sole Director

EXHIBIT A

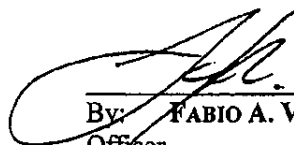
PLAN OF CONVERSION

THIS PLAN OF CONVERSION (the "Plan") is made by **MIAMI EXECUTIVE AVIATION, INC.**, a Florida corporation (the "Corporation"), for the purpose of converting the Corporation into a Florida limited liability company (the "Conversion"). The conversion shall be effective as follows:

1. **NAME OF OTHER BUSINESS ENTITY.** The name of the limited liability company into which the Corporation is to be converted is: Miami Executive Aviation, LLC (the "Company").
2. **JURISDICTION OF OTHER BUSINESS ENTITY.** The Company shall be organized under the laws of the state of Florida.
3. **APPROVAL AND ADOPTION BY BOARD OF DIRECTORS.** The Board of Directors of the Corporation has approved the Conversion by unanimous written consent in lieu of a special meeting as of January 24, 2008, a copy of which is attached hereto as Exhibit A. The Board of Directors of the Corporation has adopted resolutions approving this Plan and recommending its approval to the sole shareholder of the Corporation.
4. **APPROVAL AND ADOPTION BY SHAREHOLDERS.** The sole shareholder of the Corporation has approved the Conversion and this Plan by written consent in lieu of a special meeting as of January 24, 2008, a copy of which is attached hereto as Exhibit B.
5. **IMPLEMENTING CONVERSION.** The following are the terms and conditions of the Conversion:
 - (a.) Articles of Organization of the Company, in the form of Exhibit C attached hereto and made a part hereof, shall be filed with the Secretary of State of the State of Florida.
 - (b.) The Company shall be governed by an Operating Agreement in the form of Exhibit D attached hereto and made a part hereof. The shareholder of the Corporation shall be deemed to have adopted the provisions of the Operating Agreement and agreed to be bound thereby.
 - (c.) The common stock of the Corporation issued and outstanding immediately prior to the conversion shall, without any action on the part of the shareholder, be converted into the ownership interest of the Company.

IN WITNESS WHEREOF, this Plan has been adopted by the Board of Directors of the Corporation as of the 24th day of January, 2008.

MIAMI EXECUTIVE AVIATION, INC.



By: FABIO A. VASQUEZ, Chief Executive
Officer

("Corporation")

EXHIBIT A

Resolutions of the Board of Directors

**CONSENT TO ACTION WITHOUT A MEETING
OF THE BOARD OF DIRECTORS OF
MIAMI EXECUTIVE AVIATION, INC.**

January 24, 2008

I. ACTION BY BOARD OF DIRECTORS.

The undersigned, being all of the members of the board of directors (the "Directors") of **MIAMI EXECUTIVE AVIATION, INC.** (the "Corporation"), a corporation duly incorporated and validly existing under the laws of the State of Florida, in accordance with Florida Statutes § 607.0821, do hereby adopt the following resolutions without a meeting of the Directors and consent to the actions contemplated thereby:

WHEREAS, the Directors deem it to be in the best interest of the Corporation and its sole shareholder that the Corporation be converted into a Florida limited liability company under the name Miami Executive Aviation, LLC (the "Company").

NOW, THEREFORE:

RESOLVED, that the Directors hereby approve and authorize the conversion of the Corporation to the Company pursuant to the provisions of Sections 607.1112 and 608.439 of the Florida Statutes, which shall be effective upon filing of the Certificate of Conversion with the Florida Secretary of State (the "Conversion");

FURTHER RESOLVED, the Directors hereby approve and adopt the Plan of Conversion, a copy of which is attached as Exhibit A;

FURTHER RESOLVED, that the Conversion of the Corporation to the Company pursuant to the Plan of Conversion be submitted to the sole shareholder of the Corporation for its approval with the recommendation that it be approved; and

FURTHER RESOLVED, that each of the officers of the Corporation is authorized to execute the Plan of Conversion, a Certificate of Conversion to be filed with the Secretary of State of the State of Florida and to execute and deliver such other documents and to take such actions which may be necessary or appropriate to effect the Conversion.

WHEREAS, the Stock Purchase and Contribution Agreement dated as of September 3, 2007, (the "Agreement") to which the Corporation's sole shareholder is party contemplates the Corporation's divesting certain subsidiaries and investments.

RESOLVED, that the Corporation hereby declares a dividend payable no later than January 24, 2008, but in all events prior to the closing of the transactions contemplated by the Agreement to shareholders of record on the dividend payment date of the following assets of the Corporation:

All outstanding shares of Executive Air Services, Inc.

All outstanding shares of Talking Walls, Inc.


All outstanding equity interests of Gainesville Executive Aviation, L.L.C.

All outstanding equity interests of Executive Air Service, L.L.C.

All outstanding equity interests of Louisville Executive Aviation, L.L.C. owned by the Corporation

FURTHER RESOLVED, that the officers of the Corporation are authorized to take all actions necessary to effect such dividend.

This Consent to Action Without Meeting of the Board of Directors (the "Consent") may be signed in multiple counterparts and shall take effect immediately as of the date set forth above when each Director shall have signed at least one copy of this Consent, regardless whether any single copy of this Consent shall bear the signatures of all such Directors. This Consent shall be filed with the minutes of the meetings of the Directors.



FABIO A. VASQUEZ, Sole Director

EXHIBIT B

Resolutions of the Shareholder

**CONSENT TO ACTION WITHOUT A MEETING
OF THE SOLE SHAREHOLDER OF
MIAMI EXECUTIVE AVIATION, INC.**

January 24, 2008

I. ACTION BY THE SHAREHOLDER.

The undersigned, being the sole shareholder (the "Shareholder") of **MIAMI EXECUTIVE AVIATION, INC.** (the "Corporation"), a corporation duly incorporated and validly existing under the laws of the State of Florida, in accordance with Florida Statutes § 607.0704, does hereby adopt the following resolutions without a meeting of the Shareholder and consents to the actions contemplated thereby:

WHEREAS, the Board of Directors of the Corporation has adopted resolutions approving the Corporation be converted into a Florida limited liability company under the name Miami Executive Aviation, LLC (the "Company"), in accordance with the terms and conditions of an Plan of Conversion ("Plan of Conversion"), and has recommended that the sole shareholder approve the conversion (the "Conversion").

NOW, THEREFORE:

RESOLVED, that the sole shareholder of the Corporation hereby approves the Conversion of the Corporation to the Company in accordance with the terms and conditions set forth in the Plan of Conversion.

This Consent to Action Without Meeting of the Shareholder (the "Consent") shall take effect immediately as of the date set forth above when the Shareholder shall have signed a copy of this Consent. This Consent shall be filed with the minutes of the meetings of the Shareholder.

EXECUTIVE INVESTMENT PARTNERS, INC.

By: _____

Its: _____

CEO

("Shareholder")

EXHIBIT C

Articles of Organization

EXHIBIT D

Operating Agreement

OPERATING AGREEMENT
OF
MIAMI EXECUTIVE AVIATION, LLC

January 24, 2008

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OPERATING AGREEMENT

THIS OPERATING AGREEMENT ("Agreement") is made as of the ___ day of January, 2008 by EXECUTIVE INVESTMENT PARTNERS, INC., a Florida corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Florida Limited Liability Act, Chapter 608 of the Florida Statutes (the "Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Miami Executive Aviation, LLC.

2.2 Principal Office. The principal office of the Company shall be at 15001 Northwest 42 Avenue Opa-Locka, FL 33054, or at such other place as shall be determined by the Member. The books of the Company shall be maintained at such principal place of business or such other place that the Member shall deem appropriate. The Company shall designate an agent for service of process in Florida in accordance with the provisions of the Act. The Member shall maintain, at the Company's principal office, those items referred to in Fla. Stat. § 608.4101 (1).

3. PURPOSES AND TERMS.

3.1 Purposes. The purposes of the Company are to (i) engage in such lawful activities in which a limited liability company may engage under the Act, as the Member deems appropriate and (ii) do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purposes of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purposes, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of Articles of Organization with the Florida Department of State and shall continue until dissolved in accordance with Section 12.

4. CAPITAL.

4.1 Capital Contribution of Member. Capital contribution shall be made by the Member at such time as the Member shall determine. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as

provided in Section 4.1, the Member shall not be obligated to contribute to, or loan money to, the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Member shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year ("Fiscal Year").

6. BANK ACCOUNTS. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Member. Withdrawals therefrom shall be made upon such signature or signatures as the Member may designate. Company funds shall not be commingled with those of any other person or entity.

7. NET INCOME AND NET LOSS. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS. The Member shall determine, in its sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. MANAGEMENT.

10.1 Management.

(a) Control and management of the business of the Company as described in Section 3 shall be vested exclusively in the Member during the term of the Company, including its liquidation and dissolution.

(b) Unless otherwise provided herein, the Member shall have the right, power and authority on behalf of the Company, and in its name, to exercise all of the rights, power and authority which may be possessed by a member of a limited liability company pursuant to the

Act, including, but not limited to, the sale or other disposition of all, or substantially all, of the assets of the Company, the borrowing of money and the encumbering of the Company's assets. The Member may execute any document or take any action on behalf of the Company and such execution or action shall be binding upon the Company. In dealing with the Member, no person shall be required to inquire into the authority of the Member to bind the Company. The Member may delegate any portion of the Member's authority hereunder to others, in which event such others shall have such authority as has been delegated to them.

10.2 Certain Powers of Member.

(a) Without limiting the generality of Section 10.1, the Member shall have the following specific powers and authority in addition to, and not in substitution of, powers conferred by law or otherwise under this Agreement:

(1) To hold, manage, maintain, improve, preserve and control all of the property of the Company, to collect and receive all such dividends, interest, rent and other income thereof, to hold cash uninvested for such period of time as the Member may deem advisable, and to pay all taxes, expenses, costs, charges, claims, demands and liabilities imposed upon, incurred or arising in connection with any Company property and the administration and management thereof in such manner as the Member may deem advisable.

(2) To sell, exchange, assign, transfer and convey, with or without warranty, any security or property, real or personal, owned by the Company, at public or private sale, at such time and price and upon such terms and conditions (including credit) as the Member may deem advisable.

(3) To invest, reinvest, buy, sell and trade in such stocks, bonds and other securities and properties as the Member may deem advisable, including real estate, unsecured obligations, undivided interests, interests in investment trusts, mutual funds, legal and discretionary common trust funds, general and limited partnership interests, options of any type (including but not limited to index options, equity options, foreign currency options and interest rate options) and leases, and to borrow against the equity value of any securities, on margin or otherwise, without concern for the degree of speculation, the lack of income, the lack of diversification or any other risk or legal statutory restriction (including the prudent man rule or the prudent investor rule) of any kind now or hereafter existing, in the Member's sole, absolute and unfettered discretion. The Member is also empowered to employ suitable agents or outside investment counsel or investment managers and delegate to them full discretion with respect to the investment and management of the assets, and to establish accounts for any of the above purposes (including but not limited to margin accounts).

(4) To hold or retain for such period as the Member may deem advisable, without liability for lack of diversification or for loss or depreciation resulting from any such holding or retention, any or all of Company property in the same form as when received (including but not limited to interests in any closely held corporations, general or limited partnerships and limited liability companies), or to exchange any such property

for other securities or property and to retain any property received in exchange, even though such property is nonproductive, nondiversified, wasting and represents a large percentage or all of the total Company property and is not of the class of investments a fiduciary is or may hereafter be permitted by law to make.

(5) To borrow such amount or amounts of money (from the Member individually or from any other person, firm or corporation) upon such terms and conditions as the Member may deem advisable for the purpose of doing or carrying out any of the powers, authorities and purposes hereunder; to give secured or unsecured notes therefor with or without powers of attorney to confess judgment; and to secure the payment of such loan or loans by a pledge or mortgage of any or all of the Company assets.

(6) To take, hold or transfer any of the securities or other property of the Company in the Member's name, in bearer form or in the name of a nominee without disclosing any fiduciary relationship, but such registration shall neither increase nor decrease the liability of the Member.

(7) To employ a licensed real estate broker or brokers in connection with the sale of real property owned by the Company, and to pay a real estate brokerage commission for services rendered by the broker or brokers effecting such sale.

(8) To employ attorneys, accountants, appraisers, agents and counsel, including without limitation, investment counsel, advisors, money managers and custodians, as the Member may deem advisable in connection with the performance of the Member's duties and to pay reasonable compensation for their services. The Member shall not be liable for the acts of such agents and counsel provided the Member has used reasonable care in selecting and supervising them.

(9) To compromise and adjust any and all claims in favor of or against the Company upon such terms as the Member may deem advisable, and, in case of any litigation in connection with the Company, to arbitrate, settle or adjust any matters in controversy, upon such terms as the Member may deem advisable.

(10) To vote in person or by proxy all of the stocks, securities or other forms of investments which the Company owns and to execute and deliver proxies, powers of attorney (with power of substitution) or other agreements which the Member deems advisable or proper; to exchange the securities of any corporation or issuing authority for other securities owned by the same corporation or authority, or by any other corporation or issuing authority; to consent to or oppose any corporate action, including without limitation any reorganization, consolidation or merger of any corporation or the sale, pledge, mortgage or lease of any part or all of its property and to exchange securities owned by the Company for securities issued in connection with any reorganization, consolidation, merger, sale or lease; to pay assessments and subscriptions; to grant, acquire and exercise any and all options, option contracts and rights to acquire stock, securities and other property and in general to exercise with respect to all stocks, bonds,

securities or other forms of investment owned by the Company, all rights, powers and privileges as might be exercised by any person owning similar property in his own right.

(11) To make, execute and deliver all contracts, deeds, assignments, insurance contracts, powers and other instruments, and to perform, in general, any and all matters for the preservation and management of any Company assets which the Member may deem advisable.

(12) To lease any real estate (with or without the privilege of purchase) for such term or terms and upon such conditions and rentals and in such manner as the Member may deem advisable, including any lease for the exploration or removal of minerals or other natural resources, and any lease so made shall be valid and binding for the full term thereof even though it shall extend beyond the duration of any trust; to make ordinary or extraordinary repairs, replacements and improvements, structural or otherwise, to any such real estate; to subdivide or develop real estate, to dedicate it to public use and to grant easements as the Member may deem proper; and to set aside income for a depreciation or depletion reserve as the Member may deem advisable.

(13) To renew or extend the time for payment of any obligation, secured or unsecured, payable to or by the Company for as long as a period or periods of time and upon such terms as the Member may determine, and to pay, sue on or defend, adjust, settle, compromise or arbitrate claims or demands in favor of or against the Company.

(14) To apply for, receive by gift, purchase or acquire by any other manner, any policy of insurance on the life of any Member or Member or any individual in which the Company may have an insurable interest; to pay any premiums on, maintain, exchange, surrender, cancel, pledge, sell or transfer any such policies; to exercise all rights, options or privileges thereunder, and collect all benefits under or by virtue of such policies; to split-dollar any such policies owned by the Company; to direct the disposition of dividends or surplus, to convert any policy into a different form of insurance, and to select methods of settlement with respect thereto; to appoint, employ, and remove at any time and from time to time any life insurance agent or advisor; and to delegate to an insurance agent or advisor any duties or powers with respect to any purchases, sales, loans, or other transactions relating to life insurance products, including investment of cash surrender values, with no liability for any delegation except for negligent selection of said advisor or agent; and to fix and pay compensation to said advisor or agent.

(15) To loan a portion or all of the Company assets (including the cash value of any life insurance policies owned by the Member hereunder) on a secured or unsecured basis, on a term or demand promissory note, and at such interest rate and upon such other terms and conditions as the Member in its sole discretion shall deem advisable.

10.3 Standard of Care of Member; Indemnification.

(a) The Member shall not be liable, responsible or accountable in damages to the Company for any act or omission on behalf of the Company performed or omitted by the

Member in good faith and in a manner reasonably believed by the Member to be within the scope of the authority granted to the Member by this Agreement and in the best interests of the Company, unless the Member has breached or failed to perform the duties of a Member as described in Section 10.2 or if the Member's breach of, or failure to perform, those duties constitutes any of the items as referred to in Fla. Stat. § 608.4228(1)(b)1-5 with respect to such acts or omissions.

(b) To the full extent permitted by the Act, the Company shall indemnify the Member for, and hold the Member harmless from, any loss or damage incurred by the Member by reason of any act or omission so performed or omitted by the Member (and not involving any of the items referred to in Fla. Stat. § 608.4229(2)(a)-(d)). To the full extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by the Member when the Member is a party to a proceeding in advance of final disposition of such proceeding. The Company may purchase and maintain insurance on behalf of the Member against any liability asserted against or incurred by the Member as a result of being the Member, whether or not the Company would have the power to indemnify the Member against the same liability under the provisions of this Section 10.3(b) or the Act.

10.4 Compensation for Services. The Member shall not be entitled to receive compensation for the Member's services unless the Member determines otherwise.

11. OFFICERS.

11.1 Officers. If the Member determines that the Company shall have officers as permitted in Section 10.1(b), the Company shall have the officers appointed by the Member in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Member. The same individual may simultaneously hold more than one office in the Company. Section 11.9 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then either the Member shall delegate to one of the officers of the Company such responsibility or the Member shall be responsible.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Member or by direction of an officer authorized by the Member to prescribe the duties of other officers.

11.3 Appointment of Officers. The officers of the Company may be appointed by the Member from time to time.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Member may fill the pending vacancy

before the effective date if the Member provides that the successor shall not take office until the effective date. The Member may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 President. The President, if that office be created and filled, shall be the chief executive officer of the Company. The President may sign any deeds, mortgages, bonds, contracts or other instruments which the Member has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Member or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Florida corporation and such other duties as may be prescribed by the Member. Unless otherwise ordered by the Member, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Member may confer like powers on any other person or persons.

11.7 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. A Vice-President shall perform such duties as from time to time may be assigned to such person by the President or by the Member.

11.8 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected by the Member, and in general, perform all the duties incident to the office of Treasurer of a Florida corporation and such other duties as from time to time may be assigned to such person by the President or the Member. If required by the Member, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Member shall determine.

11.9 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings in one or more books provided for that purpose, see that all notices are duly given, be custodian of the Company records, be responsible for authenticating records of the Company, keep a register of the mailing address of each Member, which shall be furnished to the Secretary by each Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Florida

corporation and such other duties as from time to time may be assigned to such person by the President or the Member.

11.10 Assistant Treasurers and Assistant Secretaries.

(a) *Duties of Assistant Treasurer.* The Assistant Treasurer, if that office be created and filled, shall, if required by the Member, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Member shall determine.

(b) *Additional Duties.* The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Member.

11.11 Compensation. The compensation of the officers of the Company shall be fixed from time to time by the Member.

11.12 Standard of Care of Officers; Indemnification.

(a) An officer shall not be liable, responsible or accountable in damages to the Member or the Company for any act or omission on behalf of the Company performed or omitted by such officer in good faith and in a manner reasonably believed by such officer to be within the scope of the authority granted to the officer by this Agreement and in the best interests of the Company, unless such officer has been guilty of wanton or reckless misconduct with respect to such acts or omissions.

(b) To the full extent permitted by the Act, the Company shall indemnify the officers for, and hold the officers harmless from, any loss or damage incurred by the officers by reason of any act or omission so performed or omitted by the officers (and not involving wanton or reckless misconduct). To the full extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by any officer who is a party to a proceeding in advance of final disposition of such proceeding provided such officer agrees to reimburse the Company should it ultimately be determined that such officer was not entitled to indemnification pursuant to the provisions of this Section 11.12(b). The Company may purchase and maintain insurance on behalf of the officers against any liability asserted against or incurred by the officers as a result of being an officer, whether or not the Company would have the power to indemnify the officers against the same liability under the provisions of this Section 11.12(b) or the Act.

11.13 Compensation. The compensation of the officers of the Company shall be fixed from time to time by the Member.

12. DISSOLUTION.

12.1 Dissolution. Notwithstanding anything in the Act to the contrary, the Company shall dissolve upon, but not before, the decision of the Member to dissolve the Company. Dissolution of the Company shall be effective upon the date determined by the Member, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 12.3. Notwithstanding dissolution of the Company, prior to

the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

12.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Member shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

12.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member creates for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

13. ASSIGNMENT AND ADDITION OF MEMBERS.

13.1 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's interest in the Company.

13.2 Occurrence of Certain Events. Upon the occurrence of any of the events set forth in Fla. Stat. §§ 608.4237 or 608.434, the successor-in-interest of the Member shall automatically become a substitute Member in the place of the Member.

14. GENERAL.

14.1 Amendment. This Agreement may be modified or amended from time to time only upon the written consent of the Member.

14.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

14.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

14.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or

circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

14.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the Member and its successors and assigns.

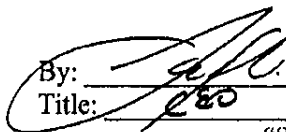
14.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

14.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Member has duly executed this Agreement as of the date first written above.

EXECUTIVE INVESTMENT PARTNERS, INC.

By: 
Title: CEO
("Member")

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EXHIBIT C

RESOLUTIONS OF THE SHAREHOLDER

**CONSENT TO ACTION WITHOUT A MEETING
OF THE SOLE SHAREHOLDER OF
MIAMI EXECUTIVE AVIATION, INC.**

January 24, 2008

I. ACTION BY THE SHAREHOLDER.

The undersigned, being the sole shareholder (the "Shareholder") of **MIAMI EXECUTIVE AVIATION, INC.** (the "Corporation"), a corporation duly incorporated and validly existing under the laws of the State of Florida, in accordance with Florida Statutes § 607.0704, does hereby adopt the following resolutions without a meeting of the Shareholder and consents to the actions contemplated thereby:

WHEREAS, the Board of Directors of the Corporation has adopted resolutions approving the Corporation be converted into a Florida limited liability company under the name Miami Executive Aviation, LLC (the "Company"), in accordance with the terms and conditions of an Plan of Conversion ("Plan of Conversion"), and has recommended that the sole shareholder approve the conversion (the "Conversion").

NOW, THEREFORE:

RESOLVED, that the sole shareholder of the Corporation hereby approves the Conversion of the Corporation to the Company in accordance with the terms and conditions set forth in the Plan of Conversion.

This Consent to Action Without Meeting of the Shareholder (the "Consent") shall take effect immediately as of the date set forth above when the Shareholder shall have signed a copy of this Consent. This Consent shall be filed with the minutes of the meetings of the Shareholder.

EXECUTIVE INVESTMENT PARTNERS, INC.

By: _____

Its: _____

CEO
("Shareholder")