

780 N.W. 42ND AVENUE
SUITE 621
MIAMI, FL 33126

DIAZ & ASSOCIATES, INC.
ACCOUNTANTS

PH: (305) 642-3166
FAX: (305) 442-4337

B98000000498

Thursday, July 30, 1998

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

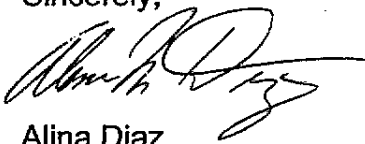
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*****87.50 *****87.50

To whom it concerns:

We would like to request on behalf of our client the registration of their foreign limited partnership. As per your instructions we have enclosed the following; 1)check # 2796 in the amount of \$87.50, 2)a completed Application by Foreign Limited Partnership for Authorization to Transact Business in Florida form, 3)a completed Affidavit of Capital Contributions for Foreign Partnership form, 4) a certified English translation of a certificate certifying the existence of the partnership and the original certificate, 5)an English translation of the Limited Partnership filing agreement and its' original.

Please address any further request or acknowledgments to Mr. Lazaro R. Diaz, to the phone number and address referenced in the letterhead of this letter. Thank you for your assistance in this matter.

Sincerely,


Alina Diaz

Name	MAH
Availability	MAH
Document Examiner	MAH
Updater	MAH
Updater Verifyer	MAH
Acknowledgement	MAH
W. P. Verifyer	MAH

B98-868

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 AUG -3 AM 10:12

**APPLICATION BY FOREIGN LIMITED PARTNERSHIP FOR
AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**

1. CONSULPLAN - CONSTRUCOES CIVIS E PROJETOS LTDA.
(Name of limited partnership as it is in the home state)
2. CONSULPLAN CONSTRUCTION & ENGINEERING, LTD.
(If name is unavailable, name under which the limited partnership proposes to register or transact business in Florida; must contain the word "LIMITED" or "LTD.")

3. PARANA, BRASIL, S.A. 4. JUNE 7TH, 1979
(State of Formation) (Date of Formation)

5. OCTAVIO P. ARAUJO
(Name of Registered Agent for Service of Process)

6. 1717 Bayshore Drive, STE 1042
(Street Address of Registered Office)

Miami, Florida 33132
(City) (Zip Code)

7. Acceptance by the Registered Agent for Service of Process:


(Agent must sign on this line)

8. RUA PRESIDENTE PADUA FLEURY, 1068 HAUER DISTRICT, CEP 81150-020, CURITIBA-
PARANA, BRASIL, S.A. (IN U.S.A. SAME AS REGISTERED AGENTS)
(Address of registered office required in state of formation or, if not required, address of principal office.)

9. NAMES OF GENERAL PARTNERS

STREET ADDRESS

FLAVIO FRANTZ

THE ADDRESS OF ALL PARTIES IS AS FOLLOWS;

NORBERTO FRANTZ

RUA PRESIDENTE PADUA FLEURY, 1069 HAUER DIST.,
CEP 81150-020, CURITIBA- PARAN, BRASIL, S.A.

MAERZIO B.A. MANESSO

(INDIVIDUAL PERSONAL ADDRESSES CAN BE FOUND ON ATTACHED
27TH PARTNERSHIP CONTRACT AMENDMENT, PAGE 1, PARAGRAPH 1)

GEORGE FRANTZ

10. SAME AS ABOVE LINE 8.
(Office where Names, Addresses and Contributions of Limited Partners are kept.)

11. The limited partnership will undertake to keep the records listing the addresses and capital contributions of the limited partner or limited partners until the limited partnership's registration in Florida is canceled or withdrawn.

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12. 1717 BAYSHORE DRIVE, STE 1042, MIAMI, FL 33132

(Mailing Address of Limited Partnership)

Under penalties of perjury I, being duly sworn, declare that I have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

This 1ST day of JULY, 19 98

FLAVIO FRANTZ - General Partner

STATE OF BRASIL (COUNTRY)

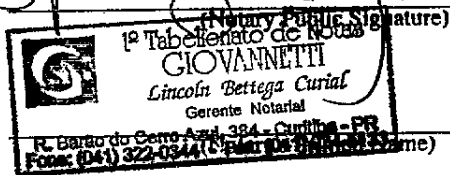
COUNTY OF PARANA

On this 1ST day of JULY, 19 98

personally appeared before me,

☒ who is personally known to me

☐ whose identity I proved on the basis of _____



Seal

My Commission Expires: _____



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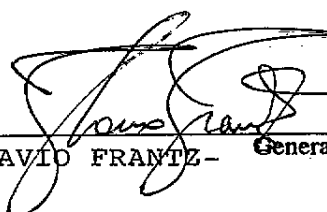
AFFIDAVIT OF CAPITAL CONTRIBUTIONS FOR FOREIGN LIMITED PARTNERSHIP

BEFORE ME the undersigned personally appeared FLAVIO FRANTZ,
a general partner of CONSULPLAN - CONSTRUCOES CIVIS E PROJETOS LTDA., a (an) FOREIGN BRASILTIAN
limited partnership, hereinafter referred to as the "Partnership", who certifies as follows:

1. The amount of capital contributions of the limited partners is \$ 100,000.
2. The anticipated amount of the capital contributions of the limited partners that are allocated for the purposes of transacting business in Florida is \$ 7,500.00.

Under the penalties of perjury I, being duly sworn, declare that I have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

This 1st day of JULY, 19 98.


FLAVIO FRANTZ - General Partner

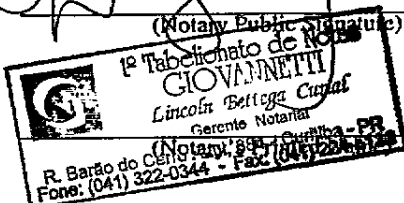
STATE OF BRAZIL (COUNTRY)

COUNTY OF PARANA

On this 1ST day of JULY, 19 98.

FLAVIO FRANTZ, personally appeared before me,

- ☒ who is personally known to me
☐ whose identity I proved on the basis of _____



Seal

My Commission Expires:





CESLAWA MAICZAK NYCZ
CERTIFIED ENGLISH TRANSLATOR

BOARD OF TRADE OF PARANA STATE

REG. N° 498

IRS REG. 085150859/68

Fls. 011/98-6

Certified translation of a Certificate from Portuguese into English as requested by the interested party. Completed by the undersigned Certified Translator duly qualified and sworn in by the Board of Trade of Parana State - Nr. 498

MINISTRY OF INDUSTRY, COMMERCE AND TOURISM
NATIONAL DEPARTMENT OF CORPORATE REGISTRATION
BOARD OF TRADE OF PARANA STATE

SIMPLIFIED CERTIFICATE

We hereby certify that the following data have been duly filed with this Board of Trade:

CORPORATE NAME: CONSULPLAN CONSTRUÇÕES CIVIS E PROJETOS LTDA.

NIRE CODE: 41 2 0011240 0

CORPORATE IRS REG. 78.133.821/0001-06

ORGANIZATION MEMO FILED ON 06/22/1979 **OPERATIONS START UP:** 06/22/79

Complete Address: RUA PRESIDENTE PADUA FLEURY, 1068
HAUER DISTRICT, CEP 81150-020, Curitiba-PR

Main activities: CIVIL CONSTRUCTION

Stock Capital: R\$100.000,00 (one hundred thousand reais).

Duration: Perpetual.

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

Partners/Interest/Status

Name/IR #/or NIRE

Interest

Position

NORBERTO FRANTZ

R\$ 29.250,00

Managing Partner

253.663.199/00

FLAVIO FRANTZ

R\$ 36.500,00

Managing Partner

222.619.079/15

MAERZIO BENEDITO ANTONIO MANESSO

R\$ 19.250,00

Managing Partner

072.468.709/20

GEORGE FRANTE

R\$ 15.000,00

Managing Partner

561.615.499/72

Last Filing 12/23/1996 N° 962137278 Subject: Change of Address (Corporate name remained the same). Status: Operative

Curitiba, June 01, 1998 Signed: Sidmar Antonio Cavet -Secretary General

* / * / * / *

*Such is the tenor of said Certificate
which I hereby certify.*

June 03, 1998

Ceslawa M. Nycz - Certified Translator

MINISTÉRIO DA INDÚSTRIA, DO COMÉRCIO E DO TURISMO
DEPARTAMENTO NACIONAL DE REGISTRO DO COMÉRCIO
JUNTA COMERCIAL DO PARANÁ

CERTIDAO SIMPLIFICADA

Certificamos que as informacoes abaixo constam dos documentos arquivados nesta Junta Comercial.

Nome Empresarial CONSULPLAN CONSTRUcoes CIVIS E PROJETOS LTDA			
Numero de Identificacao do Registro de Empresas - NIRE (Sede) 41 2 0011240 0	CGC/MF 78.133.881/0001-06	Data de Arquivamento do Ato Constitutivo 22/06/1979	Data de inicio de Atividade 22/06/1979
Endereco Completo RUA PRESIDENTE PADUA FLEURY NR 1068 Bairro: HAUER, CEP: 81150-020, Municipio: Curitiba, UF: PR			
Atividades Economicas CONSTRUCAO CIVIL			
Capital R\$ 100.000,00 (CEM MIL REAIS)	Microempresa ou Empresa de Pequeno Porte NAO	Prazo de Duracao Indeterminado	
Socios/Participacao/Condicao			
Nome/CPF ou NIRE	Participacao	Condicao	
NORBERTO FRANTZ 253.663.199/00	R\$ 29.250,00	Socio Gerente	
FLAVIO FRANTZ 222.619.079/15	R\$ 36.500,00	Socio Gerente	
MAERZIO BENEDITO ANTONIO MANESSO 072.468.709/20	R\$ 19.250,00	Socio Gerente	
GEORGE FRANTZ 561.615.499/72	R\$ 15.000,00	Socio Gerente	
Ultimo Arquivamento			Situacao
Data 23/12/1996	Numero 962137278	Ato ALTERACAO DE DADOS DA SEDE (EXCETO NOME)	Ativa

CONTINUA NA FOLHA 2

Marcus Antonio Cavet

Indenizacao
Junta - 00123
R\$ 100,00

Fls 011/98 6

Curitiba, 1 de Junho de 1998

Sidmar Antonio Cavet
Secretario-Geral



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SECRETARY OF STATE
DIVISION OF CORPORATIONS

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CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA.
C.G.C. 78133881/0001-06
TWENTY-SEVENTH PARTNERSHIP CONTRACT AMENDMENT
PARTNERSHIP CONTRACT CONSOLIDATION

The undersigned hereby constitute all of the members of the above-named partnership, "**CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA**":

NORBERTO FRANTZ, brazilian, married, Chemical Engineer, residing in Curitiba-PR, at Rua Dom Alberto Gonçalves, 1057, ID # RG1,182.257-PR and CIC # 253.663.199-00; **FLÁVIO FRANTZ**, brazilian, married, Civil Engineer, residing in Curitiba-PR, at Rua Joanna Costa, 140, casa 6, ID # RG 890.377 and CIC # 222.619.079-15; **MAEZIO BENEDITO ANTONIO MANESSO** brazilian, single, Psicologist, residing in Curitiba-PR at Rua Fernando Simas, 836 Fundos, ID # RG 775.777 and CIC # 072.468.709-20; and **GEORGE FRANTZ**, brazilian, single, Business Administrator and Real Estate Agent, residing in Curitiba-PR, at Rua André de Barros, 240, apto. 404, ID # RG 3.661.407-2 and CIC # 561.615.499-72. The original contract and subsequent amendments of the above-named partnership were filed with **MM Junta Comercial do Paraná** under the following registration numbers and dates: 41200112400 on 06/22/79, 251076 on 10/07/80, 257923 on 04/14/81, 270963 on 02/18/82, 276700 on 06/29/82, 288233 on 03/01/83, 306963 on 03/27/84, 317623 on 09/28/84, 332153 on 07/15/85, 345700 on 02/14/86, 384927 on 09/24/87, 404636 on 06/30/89, 413787 on 10/12/88, 446019 on 12/05/89, 505644 on 11/04/91, 528328 on 09/04/92 and 96188484 on 11/06/96.

The named aforesaid partners resolved through this instrument to consolidate this Partnership Contract, of the commercial partnership, through limited liability quotas pursuant to the Law 3.708 of January 1919 and Decree 1.800 of January 30th 1996, in compliance with applicable provisions of the said agreement and in accordance to the following Articles:

Article I - The aforesaid partnership will conduct business under the commercial name of "**CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA.**", with headquarters and court jurisdiction in Curitiba, Paraná, at Rua Presidente Pádua Fleury, 1068 - Hauer.

Article II - The partnership's commercial objective is Industry and Civil Construction, Technical & Civil Engineering Projects, Real Estate Development, Pre-molded Concrete, Foundations and Earthwork.

Article III - The time length of this partnership is undetermined and the partnership shall commence its commercial activities on June 07th, 1979.

Article IV - The capital stock was entirely recorded and carried out according to the set forth provisions of this instrument in the total amount of R\$ 100.000,000, divided among the partners in quotas of R\$ 1,00 (one real) each, as follows:

Partner	Quotas	Capital Stock R\$
FLÁVIO FRANTZ	36.500	36.500,00
NORBERTO FRANTZ	29.250	29.350,00
MAERZIO B.A. MANESSO	19.250	19.250,00
GEORGE FRANTZ	15.000	15.000,00

CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA.
C.G.C. 78133881/0001-06
TWENTY-SEVENTH PARTNERSHIP CONTRACT AMENDMENT
PARTNERSHIP CONTRACT CONSOLIDATION

Article V - The partners' liability is limited to the amount of the total capital stock, in accordance with the provisions of Article II of the Law 3.776 of January 10th, 1919.

Article VI - The deliberations of the aforesaid partnership may be taken by the partners representing the majority of the capital stock, even if they incur in amendments to the original contract in accordance with the faculty deferred in Article 62, Paragraph 2, Decree 57.651 of January 19th, 1966.

Article VII - The partnership quotas are not divisible and may not be transferred or assigned to a third party without the unanimous consent of the other partners and it shall be reserved to the partners the right of acquiring the quota proportionally to the ratio of the number of quotas they own.

Article VIII - If any of the partners desire to transfer their quotas, it shall be notified to the partnership in writing, with the price and form of payment, so that the other partners may accept or refuse their right of preference, which shall be done within 60 (sixty) days from the date they receive the notice or within the time established by the partner transferring the quota. After such time, if none of the partners decide to act under their right of preference, the quotas may be transferred freely.

Article VIII - The aforesaid partnership will be administrated by 04 (four) of the partners as managers who may use the firm in conjunction with the others or individually and may represent the partnership actively or passively, officially or extra-officially, but they may no use the partnership in any circumstances, under any intent or form to engage in business or operations that are not consonant to the partnership objective, especially those related to bails, endorsements, collateral and guarantee.

Paragraph I - Except to do business for the same partnership group, with the approval signature of 02 (two) managing partners.

Paragraph II - Each and every act incurring in alienation or burden of the assets or bank loans shall have the approval signature of 02 (two) managing partners.

Article X - The partners shall receive a fixed monthly salary, up to the limit of the fiscal deductions in compliance with applicable Income Tax Law for the services rendered to the partnership, and the said expenses shall be demonstrated under General Expense Account of the aforesaid partnership.

Article XI - **FLÁVIO FRANTZ, NORBERTO FRANTZ, MAERZIO BENEDITO ANTONIO MANESSO** and **GEORGE FRANTZ** will be engaged in the business as managing partners and therefore are released from the obligation of providing guarantees.

CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA.
C.G.C. 78133881/0001-06
TWENTY-SEVENTH PARTNERSHIP CONTRACT AMENDMENT
PARTNERSHIP CONTRACT CONSOLIDATION

Article XII - The partnership year will coincide with the fiscal year and the General Balance of the partnership shall be done by December 31st of each year in accordance with the technical and legal provisions of the matter. The balance will be divided among the partners proportionally to the ratio of the number of quotas they own and the profits may be divided or kept in reserves as decided by the partners.

Article XIII - In the event of the death of one of the partners, the partnership shall be dissolved and it will be liquidated. A remaining partner may be a liquidator or other individual elected by the heirs with the agreement of the said partner. After the liquidation, and dissolution of the active and passive, the surviving partners and the heirs of the deceased are released from the obligation of the partnership sharing, in accordance with the homologation of the official competent authority. The liquidator shall also be responsible for the definitive extinction of the partnership and shall also present said instrument to be filed with the Commercial Record Office.

Single Paragraph - If the partnership staff is formed by two partners at the time of the death of one of the original partners, the partnership may continue to exist with the remaining partners and the heirs of the deceased, if the partners find it convenient to them.

The partners and witnesses hereby agree and execute the consolidation of this partnership contract on this date with the appropriate seal and partners' signature, and their initials in the back of each sheet of the contract which contain 3 identical copies with same content and form, to which the aforesaid partners and their heirs are obligated to comply with in all terms.

Curitiba, November 15th, 1996.

PARTNERS

FLÁVIO FRANTZ

ROBERTO FRANTZ

GEORGE FRANTZ

MAERZIO BENEDITO ANTONIO MANESSO

WITNESSES

JORGE MIKALDO JUNIOR
RG 5.303.912-0-II-PR

LISIANE FERNANDES LESINA
RG 9.039.981.932-SSP-RS

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**CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA.
C.G.C. 78133881/0001-06
TWENTY-SEVENTH PARTNERSHIP CONTRACT AMENDMENT
PARTNERSHIP CONTRACT CONSOLIDATION**

DEMONSTRATION OF THE USE OF THE FIRM

- a) **CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA.**

FLÁVIO FRANTZ
Managing Partner

- b) **CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA.**

NORBERTO FRANTZ
Managing Partner

- c) **CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA.**

GEORGE FRANTZ
Managing Partner

- d) **CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA.**

MAERZIO BENEDITO ANTONIO MANESSO
Managing Partner

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DIVISION OF CORPORATIONS
98 AUG -3 AM 10:13

CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA
C G C 78133881/0001-06
DÉCIMA SÉTIMA ALTERAÇÃO DE CONTRATO SOCIAL
CONSOLIDAÇÃO DE CONTRATO SOCIAL

NORBERTO FRANTZ, brasileiro, casado, Engenheiro Químico, e domiciliado em Curitiba-Pr, na Rua Dom Alberto Gonçalves nº 1057, portador da Carteira de Identidade Civil RG 1.182.257-PR e CIC 253.663.199-00; **FLÁVIO FRANTZ**, brasileiro, casado, Engenheiro Civil, residente e domiciliado em Curitiba-Pr, na Rua Joanna Costa nº 140 casa 6, portador da Carteira de Identidade Civil RG 890.377 e CIC 222.619.079-15; **MAERZIO BENEDITO ANTONIO MANESSO**, brasileiro, solteiro, Psicólogo, residente e domiciliado em Curitiba-Pr, na Rua Fernando Simas nº 838 Fundos, portador da Carteira de Identidade Civil RG 775.777 e CIC 072.468.709-20; e **GEORGE FRANTZ**, brasileiro, solteiro, Administrador de Empresa e Corretor de Imóveis, residente e domiciliado em Curitiba-Pr, na Rua André de Barros nº 240 apto 404, portador da Carteira de Identidade Civil RG 3.661.407-2 e CIC 561.615.499-72, únicos sócios componentes na sociedade que gira sob a denominação social de "**CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA**" com contrato social e alterações posteriores arquivadas na M M Junta Comercial do Paraná sob nº 41200112400 de 22.06.79, 251076 de 07.10.80, 257923 de 14.04.81, 270963 de 18.02.82, 276700 de 29.06.82, 288233 de 01.03.83, 306963 de 27.03.84, 317623 de 28.09.84, 332153 de 15.07.85, 345700 de 14.02.86, 384927 de 24.09.87, 404637 de 30.06.89, 413787 de 12.10.88, 446019 de 05.12.89 e 505644 de 04.11.91, 528 328 04.09.92 e 96188484 de 06.11.96 resolvem por este instrumento particular, consolidar o Contrato Social, da sociedade mercantil por quotas de responsabilidade limitada que se regerá pelas leis nº 3.708 de 10 de Janeiro de 1919 e Decreto nº 1.800 de 30 de Janeiro de 1996, pelas demais disposições legais aplicáveis à espécie e de acordo com as seguintes cláusulas.

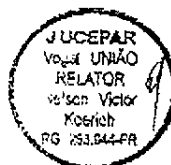
PRIMEIRA: - A sociedade girará sob o nome comercial de "**CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA**", tendo sua sede e fóro em Curitiba Paraná, à Rua Presidente Pádua Fleury nº 1068 - Hauer.

SEGUNDA: - A sociedade tem por objetivo mercantil o ramo de Indústria da Construção Civil, Projetos Técnicos de Engenharia Civil, Empreendimentos Imobiliários, Prêmoldados de Concreto, Fundações e Terraplenagens.

TERCEIRA: - O prazo de duração da sociedade é por tempo indeterminado, iniciando suas atividades comerciais a partir de 07 de Junho de 1979.

QUARTA: - O capital social, inteiramente subscrito e realizado na forma prevista neste contrato, de importância de **R\$100.000,00**, dividido em quotas de R\$1,00 (hum real) cada, ficará assim distribuído entre os sócios.

SÓCIOS	COTAS	CAPITAL
FLÁVIO FRANTZ	36.500	36.500,00
NORBERTO FRANTZ	29.250	29.250,00
MAERZIO B.A. MANESSO	19.250	19.250,00
GEORGE FRANTZ	15.000	15.000,00



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 SECRETARY OF STATE
 DIVISION OF CORPORATIONS

CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA
C G C 78133081/0001-06
DÉCIMA SÉTIMA ALTERAÇÃO DE CONTRATO SOCIAL
CONSOLIDAÇÃO DE CONTRATO SOCIAL

FLS 02

QUINTA: A responsabilidade dos sócios é limitada a importância total do capital social nos termos do artigo 2º da lei nº 3.773 de 10 de Janeiro de 1.919.

SEXTA: As deliberações sociais, ainda que impliquem em alteração contratual, poderão ser tomadas por sócios que representem a maioria do capital social, consoante a faculdade deferida pelo artigo 62, parágrafo 2º do Decreto nº 57.651 de 19 de Janeiro de 1.966.

SÉTIMA: As quotas da sociedade são indivisíveis e não poderão ser transferidas ou alienadas a terceiros sem o consentimento unânime dos demais sócios, cabendo a estes o direito de preferência na sua aquisição na proporção das quotas que possuem.

OITAVA: O sócio que desejar transferir suas quotas, deverá notificar por escrito a sociedade, discriminando-lhe o preço, forma e prazo de pagamento, para que esta através dos demais sócios, exerça ou renuncie ao direito de preferência, o que deverá fazer dentro de sessenta dias contados do recebimento da notificação ou em maior prazo a critério do sócio alienante. Decorrido esse prazo sem que seja exercido o direito de preferência, as quotas poderão ser livremente transferidas.

NONA: A sociedade será administrada por 04 (quatro) sócios na qualidade de gerentes aos quais compete em conjunto ou isoladamente o uso da firma, a representação ativa e passiva, judicial e extra judicial da sociedade, sendo-lhes entretanto vedado o seu emprego sob qualquer pretexto ou modalidade em negócios ou operações estranhas ao objetivo social especialmente a prestação de fianças, endossos, avais ou cauções de favor.

PARÁGRAFO PRIMEIRO: Exceto para execução de negócios do mesmo grupo societário com assinatura conjunta de 02 (dois) sócios gerentes.

PARÁGRAFO SEGUNDO: Todo e qualquer ato que importe na alienação ou oneração dos bens imóveis ou financiamentos bancários deverá levar a assinatura em conjunto de 02 (dois) sócios gerentes.

DÉCIMA: Pelos serviços que prestarem a sociedade, perceberão os sócios a título de remuneração "pró-labore", quantia mensal fixada em comum, até os limites de dedução fiscal, previstas na Legislação do Imposto de Renda, que será levada a Conta de Despesas Gerais da sociedade.

DÉCIMA PRIMEIRA: Ficam investidos na função de gerentes da sociedade, dispensados da prestação de caução, os sócios **FLAVIO FRANTZ, NORBERTO FRANTZ, MAERZIO BENEDITO ANTONIO MANESSO E GEORGE FRANTZ**



CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA

C G C 78133281/0001-06

**DÉCIMA SÉTIMA ALTERAÇÃO DE CONTRATO SOCIAL
CONSOLIDAÇÃO DE CONTRATO SOCIAL**

FLS 03

DÉCIMA SEGUNDA: O ano social, coincidirá com o ano civil, devendo a 31 de Dezembro de cada ano, ser levantado o Balanço Geral da sociedade, obedecidas as prescrições legais e técnicas pertinentes à matéria. Os resultados serão divididos entre os sócios, proporcionalmente as suas quotas de capital, podendo os lucros a critério dos mesmos, serem distribuídos ou ficarem em reserva na sociedade.

DÉCIMA TERCEIRA: O falecimento de um dos sócios, dissolverá necessariamente a sociedade. Ocorrido o evento, entrará a sociedade em liquidação, podendo ser liquidante o sócio sobrevivente ou outra pessoa escolhida de comum acordo entre os herdeiros e aquele. Após a liquidação, solvidos o ativo e passivo, serão os sócios superstites e os herdeiros do "de cujus" quitados de seus haveres se existirem estes na conformidade do formal de partilha, devidamente homologado pela autoridade judiciária competente. Fica também o liquidante com o encargo de ultimar definitivamente a extinção da sociedade, inclusive apresentando para arquivamento o respectivo distrato social no Registro do Comércio.

PARÁGRAFO ÚNICO: Se o quadro social estiver composto por mais de dois sócios na ocasião do falecimento de um dos sócios primitivos, a sociedade poderá continuar com os sobreviventes e ainda mais os herdeiros se for de interesse destes.

E, por assim, estarem justos e contratados, lavram, datam e assinam juntamente com duas testemunhas, devidamente rubricados pelos sócios no verso de suas folhas, o presente instrumento de consolidação de contrato em três vias de igual teor e forma, obrigando-se fielmente por si e seus herdeiros a cumpri-lo em todos os seus termos.

Curitiba, 15 Novembro de 1996.

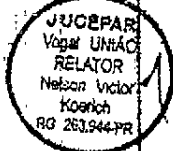
SÓCIOS

FLAVIO FRANTZ

GEORGE BRANTZ

TESTEMUNHAS

JORGE MIKALDO JUNIOR
RG 5.303.912-0-11-PR



MAERZIO BENEDITO ANTONIO MARIANO

NORBERTO FRANTZ

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SECRETARIAL STATE
DIVISION OF CORPORATIONS
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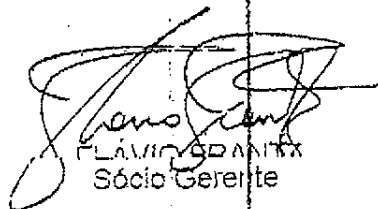
LISIANE FERNANDES LESINA
RG 9.039.981.932- S.S.P-RS

CONSULPLAN - CONSTRUÇÕES CIVIS E PROJETOS LTDA
C G C. 78133881/0001-06
DÉCIMA SÉTIMA ALTERAÇÃO DE CONTRATO SOCIAL
CONSOLIDAÇÃO DE CONTRATO SOCIAL

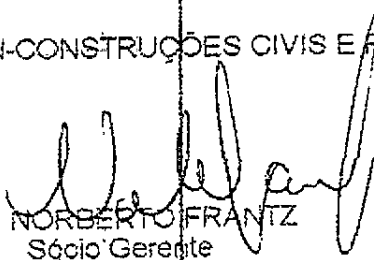
FLS 04

DEMONSTRAÇÃO DO USO DA FIRMA

- a) CONSULPLAN-CONSTRUÇÕES CIVIS E PROJETOS LTDA


FLÁVIO DANINIX
Sócio Gerente

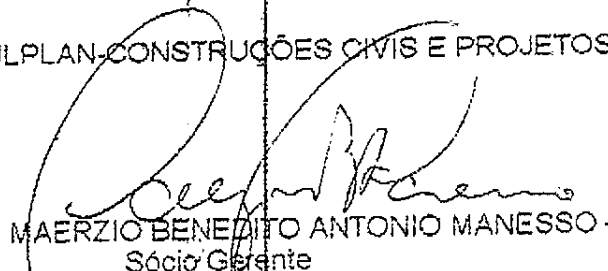
- b) CONSULPLAN-CONSTRUÇÕES CIVIS E PROJETOS LTDA


NORBERTO FRANTZ
Sócio Gerente

- c) CONSULPLAN-CONSTRUÇÕES CIVIS E PROJETOS LTDA


GEORGE FRANTZ
Sócio Gerente

- d) CONSULPLAN-CONSTRUÇÕES CIVIS E PROJETOS LTDA


MAERZIO BENEDITO ANTONIO MANESSO
Sócio Gerente

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DIVISION OF CORPORATIONS
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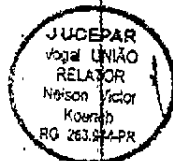
JUNTA COMERCIAL DO ESTADO DO PARANÁ
CERTIFICADO DE REGISTRO EM: 23/12/96

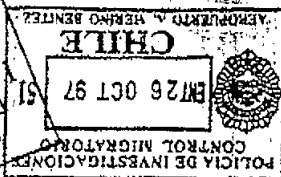
SUBO NÚMERO:

962137278

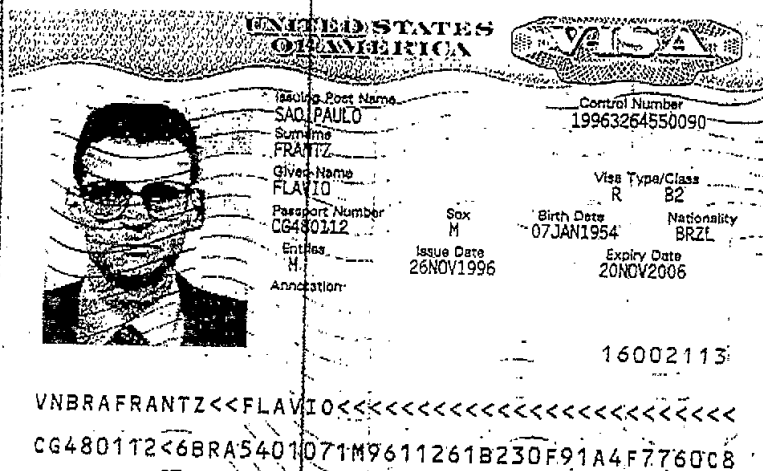
Protocolo: 962137278

SOMAR ANTONIO CAVALI
SECRETÁRIO GERAL





WISTOS - WISAS



NACIONALIDADE BRASILEIRA - NATIONALITÉ BRÉSILIENNE - BRAZILIAN CITIZEN

Nome Nom Name	FLAVIO FRANTZ		
		Sexo Sexo Sex	MASCULINO
Lugar e data do nascimento Lieu et date de naissance Place and date of birth	CANDOA/RS EM 07 DE JANEIRO DE 1954		
Filiação Noms des parents Father's and mother's name	NORBERTO BERNARDES FRANTZ E YVONNE GILTZ FRANTZ		
Repatrição expedidora - Délivré par - Issued by	SR/DPF/PR SERVIÇO DE POLÍCIA MARÍTIMA AEREA E DE FRONTEIRAS CURITIBA	Valido ate - Valable jusqu'au - Valida until	01 MAI 20/05
		Data da expedição - Délivré le - Issued on	02 MAI 1995

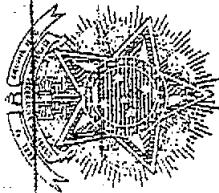


Jancks
Jancks de Tarcio M. Xavier
Agente de Polícia Federal
Maio, 1943

Nome e cargo do funcionário que o concedeu
Nom et qualité de l'agent expéditeur
Name and function of the issuing authority

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