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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. Flops-Servicos Auxiliares de Operadores de Voos Lda
(Corporation Name) (Document #) 300008453443--4
-10/18/02--01043--005
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AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
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REGISTRATION/QUALIFICATION	
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<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

DR
10/18/02

(Pursuant to s. 607.1504, F.S.)

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SECRETARY OF STATE
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(Document number of corporation (if known))

- (Name of corporation as it appears on the records of the Department of State)

SECTION II

- its jurisdiction of incorporation? AUGUST 1 2002

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

- (New duration)

- (New jurisdiction)

EDILTON B.E. MANTOVANI

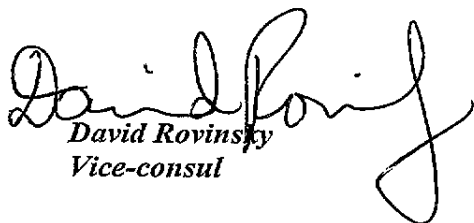
(Date)

(Title)

Federative Republic of Brazil)
State of Sao Paulo)
City of Sao Paulo) ss:
Consulate General of the)
United States of America)

AMERICAN CONSULATE GENERAL
SAO PAULO, BRAZIL

I, **DAVID ROVINSKY**, Vice-Consul of the United States of America at São Paulo, in the State of São Paulo, Federative Republic of Brazil, commissioned and qualified, do hereby certify that, **MANOEL ANTONIO SCHIMDT**, whose signature and official stamp are respectively subscribed and affixed to this document, was on the 14th day of August, 2002 the day of the date thereof, a Public Sworn Translator at Sao Paulo, in the State of Sao Paulo, Federative Republic of Brazil. In witness whereof I have hereunto set my hand and affixed the seal of the Consulate General of the United States of America at Sao Paulo on this 19th day of August, 2002.


David Rovinsky
Vice-consul



MANOEL ANTONIO SCHIMIDT

Tradutor Público Juramentado e Intérprete Comercial
Matrícula Nº 490 da Junta Comercial do Estado de São Paulo

Praça da Sé, 21 - 14º Andar - Conj. 1.409 - Tel.: (0xx11) 239-1077 - Fax: (0xx11) 3105-8603 - São Paulo - SP

LIVRO Nº 132

FOLHA Nº 1

TRADUÇÃO Nº I-51.894/02

I, the undersigned Sworn Translator and Commercial Interpreter, hereby CERTIFY this is the description and faithful translation of a DOCUMENT written in Portuguese, which I translate as follows:

FLOPS - SERVIÇOS DE OPERAÇÕES DE VÔOS S/C LTDA. ME

CONTRACT AMENDMENT

CNPJ (Taxpayer National Record for Legal Entities): 61.707.741/0001-00

By this present private instrument of Articles of Association, **EDILTON BRUNO ETORE MANTOVANI**, Brazilian, divorced, businessman, bearer of the identity card RG/SSP-SP 3.006.341 and CPF (Taxpayer Record) nº 069.693.728-04, resident and domiciled at Avenida Nossa Senhora de Fátima nº 805, Toluca, apto. 114, Taquaral, CEP 13090-902, in Campinas, state of São Paulo, and **MÁRCIA REGINA QUEIROZ PADOVANI**, Brazilian, married, businesswoman, bearer of the identity card RG/SSP-SP 15.127.127 and CPF nº 032.478.638-77, resident and domiciled at Rua General Osório 1031, 8th floor, cj 86, Centro, CEP 13010-111, in Campinas, state of São Paulo, are agreed in the better legal form, to amend the articles of association of the company **FLOPS - SERVIÇOS DE OPERAÇÕES DE VÔOS S/C LTDA. ME**, established at Avenida Viracópos s/n, mezzanine B, CEP 13054-240, Viracópos, in Campinas, state of São Paulo, with CNPJ 61.707.741/0001-00 and articles of association registered at the CARTÓRIO PRIVATIVO DE REGISTRO DAS PESSOAS JURÍDICAS (Private Notary Office for the Registration of Legal Entities) - CAMPINAS - SP, recorded, filed and microfilmed under nº 139890 of the protocol nº A-8 - Recorded at Book A-22, page 211 under nº 7524 on April 18, 1991 and later amendment recorded, filed and microfilmed under nº 145749 of the protocol nº A-8 - Recorded on Book A-22, page 211 under nº 7524 on December 12, 1991, with the compliance to the clauses and conditions to follow:

FIRST

The stock capital that was Cr\$ 1,000,000.00 (one million cruzeiros) and that with the change in currency became R\$ 363.63 (three hundred sixty three reais and sixty three cents) is now established at R\$ 1,000.00 (one thousand reais) with the R\$ 636.37 (six hundred thirty three reais and thirty seven cents) presently paid in with the present currency of the country and shared among the partners as follows:

EDILTON BRUNO ETORE MANTOVANI - 990 (nine hundred and ninety) shares equivalent to a total amount of R\$ 990.00 (nine hundred and ninety reais) totally paid-in in cash and,
MÁRCIA REGINA QUEIROZ PADOVANI - 10 (ten) shares equivalent to a total amount of R\$ 10.00 (ten reais) totally paid-in in cash.

SECOND

The partner, **MÁRCIA REGINA QUEIROZ PADOVANI**, holder of 10 (ten) shares equivalent to a total amount of R\$ 10.00 (ten reais) totally



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FOLHA Nº 2

TRADUÇÃO Nº I-51.894/02

paid-in in cash leaves the partnership, assigning and transferring the entirety of her holdings to **MARIA CECÍLIA PEDROSO FERRAZ**, Brazilian, divorced, psychologist, businesswoman, bearer of the identity card RG/SSP-SP 6.631.123-8 and CIC/MF (Taxpayer Record/Ministry of Economy) 005.678.788-05, resident and domiciled at Rua Barão de Jaguara nº 280, apto. 84, centro, in Campinas, state of São Paulo, thus establishing the new shareholding as follows:

EDILTON BRUNO ETORE MANTOVANI - 990 (nine hundred and ninety) shares equivalent to a total amount of R\$ 990.00 (nine hundred and ninety reais) totally paid-in in cash and,

MARIA CECÍLIA PEDROSO FERRAZ - 10 (ten) shares equivalent to a total amount of R\$ 10.00 (ten reais) totally paid-in in cash.

THIRD

Change in headquarters address to: Rua Coronel Francisco de Andrade Coutinho nº 165, CEP 13025-190, Nova Campinas, in the city of Campinas, state of São Paulo.

FOURTH

Change in corporate name to: **FlyOps - Serviços de Operações de Vãos Ltda. ME.**

FIFTH

Change of the corporate purpose that is now:

1. Services of flight operations and related activities
2. Retail sales of suitcases and valises

SIXTH

The new partner, **MARIA CECÍLIA PEDROSO FERRAZ**, herein included in the partnership, declares not to be involved in any of the crimes foreseen in the Law that bars her participation in commercial activities.

SEVENTH

The departing partner, **MÁRCIA REGINA QUEIROZ PADOVANI**, declares to have received all her dues, with nothing else subject to claim.

EIGHTH

The partner **EDILTON BRUNO ETORE MANTOVANI**, duly identified above, takes the responsibility under any hypothesis in the Civil, Criminal, Fiscal, Commercial and Labor areas for eventual debts and executions, legal suits, filings, supervening from the date of the company's foundation until this present date, as the total assets of the company are greater and remain to guarantee any legal and fiscal suit.

NINTH

Both the partners, **EDILTON BRUNO ETORE MANTOVANI** and **MARIA CECÍLIA PEDROSO FERRAZ**, will be entitled to a monthly pro labore payment to be established yearly by unanimous agreement of the



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partners, within the limits established by the provisions of income tax and other legislation prevailing in the country.

TENTH

The partners responsibility is limited to the total amount of the capital stock, in accordance with article 2, in fine, of Decree nº 3.708, on January 10, 1919.

ELEVENTH

The corporate business shall be managed by the partner **EDILTON BRUNO ETORE MANTOVANI**, barring the use of the company in business alien to the corporate purpose, such as endorsement, trade acceptance, favor collateral signature, asset attachment, bills of exchange, credit securities in general and anything else that may hamper the running of the corporate business, in accordance to Law nº 6403, on December 15, 1976.

TWELFTH

The admission of new partners or the substitution of partners shall only be possible with the agreement of all the existing partners.

THIRTEENTH

The company shall not be dissolved with the decease of any of the partners, but shall proceed with those remaining, in which case the company or the remainder partners, shall pay to the deceased partner inheritors his share in the capital and his portion of the net profit accrued until the date of the decease, in the following terms: 20% (twenty percent) within three months, 30% (thirty percent) within six months and 50% (fifty percent) within twelve months, all dates to be calculated as of the date of the decease.

ONLY PARAGRAPH: The installments shall be monetarily corrected as of the date of decease until the effective payment, through the application of the IGPM of the Fundação Getúlio Vargas, or in the event this index is extinct, by an equivalent index that may substitute it.

FOURTEENTH

The profits and/or losses accrued in balance sheet to be prepared after the closing of the fiscal year, shall be divided among the partners, proportionally to the shares held by each one of them in the capital stock, and the partners shall be entitled to make the option to increase capital, using the profits and/or compensate the losses in future years.

FIFTEENTH

The corporate decisions of any nature, including those for the exclusion of a partner, shall be taken by the shareholder holding the majority of the capital stock.



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FOLHA Nº 4

TRADUÇÃO Nº I-51.894/02

SIXTEENTH

These present Articles of Association may be amended totally or partially, whenever the partners so decide jointly.

SEVENTEENTH

The company may, at any time, open subsidiaries and other establishments, in the country or abroad, by decision of the partners.

EIGHTEENTH

In the event one of the partners wishes to leave the partnership, he shall give notice to the remainder, in writing, 60 (sixty) days in advance; in the event the partner willing to leave decides to appoint another partner to replace him, the new partner shall be approved by the remainder partner.

In the event the remainder partners are not interested to acquire the shares of the leaving partner, the latter may assign or transfer such shares to whomever he decides.

In the event one of the remaining partners is interested in the acquisition of the shares of the departing partner, he shall make a written communication within the 60 days to the remainder partners, detailing the payment terms, that shall be the capital stock share and his portion of the profits accrued up to the date of his retirement paid as follows: 20% (twenty percent) within three months, 30% (thirty percent) within six months and 50% (fifty percent) within twelve months, all as of the date of the retirement of the partner who so decides.

Within these same conditions, any of the other partners may promote the acquisition of the referred shares.

ONLY PARAGRAPH: For the payment to the retiring partner the same conditions as provided in clause 13th shall be followed.

NINETEENTH

All and every banking transaction may always be made jointly or individually by the partners, and they may assign attorneys with full powers to comply with this clause.

TWENTIETH

The company's fiscal year shall be for a term of 12 (twelve) months and the business balance sheet shall be mandatorily closed on December 31, each year; such balance sheet shall be acknowledged and signed by the partners.

TWENTY-FIRST

The profit or loss accrued in the balance sheet shall be divided or supported by the partners, proportionally to their shareholding.

TWENTY-SECOND

The partners EDILTON BRUNO ETORE MANTOVANI and MARIA CECÍLIA PEDROSO FERRAZ, declare not to be involved in any of the crimes foreseen in the law that bars their exercise of commercial activities.



MANOEL ANTONIO SCHIMIDT

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TWENTY-THIRD

The yearly total income shall not exceed the limit established in article 2nd of the Law 7.256/84.

TWENTY-FOURTH

The company is not included in any of the exclusion hypothesis foreseen in article 3rd of Law 7.256/84.

TWENTY-FIFTH

The omitted provisions in this contract shall be ruled by the dispositions of the prevailing legislation.

TWENTY-SIXTH

There is a change in the legal activity that shall be hereinafter commercial and services.

The remainder clauses not amended by this present instrument continue unchanged.

And thus being agreed and contracted the decide furthermore, to consolidate the articles of association that shall hereinafter have the following wording:

FlyOps - Serviços de Operações de Vãos Ltda. ME.

CONSOLIDATED ARTICLES OF ASSOCIATION

By this present private instrument of Articles of Association, **EDILTON BRUNO ETORE MANTOVANI**, Brazilian, divorced, businessman, bearer of the identity card RG/SSP-SP 3.006.341 and CPF (Taxpayer Record) nº 069.693.728-04, resident and domiciled at Avenida Nossa Senhora de Fátima nº 805, Toluca, apto. 114, Taquaral, CEP 13090-902, in Campinas, state of São Paulo, and **MARIA CECÍLIA PEDROSO FERRAZ**, Brazilian, divorced, psychologist, businesswoman, bearer of the identity card RG/SSP-SP 6.631.123-8 and CIC/MF (Taxpayer Record/Ministry of Economy) 005.678.788-05, resident and domiciled at Rua Barão de Jaguara nº 280, apto. 84, centro, in Campinas, state of São Paulo, are agreed in the better legal form, to amend the articles of association of the company **FlyOps - Serviços de Operações de Vãos Ltda. ME.**, established at Rua Coronel Francisco de Andrade Coutinho nº 165, CEP 13025-190, Nova Campinas, in the city of Campinas, state of São Paulo, with CNPJ (Taxpayer National Record for Legal Entities) 61.707.741/0001-00 and articles of association registered at the CARTÓRIO PRIVATIVO DE REGISTRO DAS PESSOAS JURÍDICAS (Private Notary Office for the Registration of Legal Entities) - CAMPINAS - SP, recorded, filed and microfilmed under nº 139890 of the protocol nº A-8 - Recorded at Book A-22, page 211 under nº 7524 on April 18, 1991 and later amendment recorded, filed and microfilmed under nº 145749 of the protocol nº A-8 - Recorded on Book A-22, page 211 under nº 7524 on December 12, 1991, with the compliance to the clauses and conditions to follow.



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LIVRO Nº 132

FOLHA Nº 6

TRADUÇÃO Nº I-51.894/02

FIRST

The capital stock is R\$ 1,000.00 (one thousand reais) totally paid-in in cash and distributed among the partners as follows:

EDILTON BRUNO ETORE MANTOVANI - 990 (nine hundred and ninety) shares totaling R\$ 990.00 (nine hundred and ninety reais) totally paid-in in cash and,

MARIA CECÍLIA PEDROSO FERRAZ - 10 (ten) shares totaling R\$ 10.00 (ten reais) totally paid-in in cash.

SECOND

The corporate purpose is:

1. Services of flight operations and related activities
2. Retail sales of suitcases and valises

THIRD

The partner **EDILTON BRUNO ETORE MANTOVANI**, duly identified above, takes the responsibility under any hypothesis in the Civil, Criminal, Fiscal, Commercial and Labor areas for eventual debts and executions, legal suits, filings, supervening from the date of the company's foundation until this present date, as the total assets of the company are greater and remain to guarantee any legal and fiscal suit.

FOURTH

Both the partners, **EDILTON BRUNO ETORE MANTOVANI** and **MARIA CECÍLIA PEDROSO FERRAZ**, will be entitled to a monthly pro labore payment to be established yearly by unanimous agreement of the partners, within the limits established by the provisions of income tax and other legislation prevailing in the country.

FIFTH

The partners' responsibility is limited to the total amount of the capital stock, in accordance with article 2, in fine, of Decree nº 3.708, dated on January 01, 1919.

SIXTH

The corporate business shall be managed by the partner **EDILTON BRUNO ETORE MANTOVANI**, barring the use of the company in business alien to the corporate purpose, such as endorsement, trade acceptance, favor collateral signature, asset attachment, bills of exchange, credit securities in general and anything else that may hamper the running of the corporate business, in accordance to Law nº 6403, dated on December 15, 1976.

SEVENTH

The admission of new partners or the substitution of partners shall only be possible with the agreement of all the existing partners.



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FOLHA Nº 7

TRADUÇÃO Nº I-51.894/02

EIGHTH

The company shall not be dissolved with the decease of any of the partners, but shall proceed with those remaining, in which case the company or the remainder partners, shall pay to the deceased partner inheritors his share in the capital and his portion of the net profit accrued until the date of the decease, in the following terms: 20% (twenty percent) within three months, 30% (thirty percent) within six months and 50% (fifty percent) within twelve months, all dates to be calculated as of the date of the decease.

ONLY PARAGRAPH: The installments shall be monetarily corrected as of the date of decease until the effective payment, through the application of the IGPM of the Fundação Getúlio Vargas, or in the event this index is extinct, by an equivalent index that may substitute it.

NINTH

The profits and/or losses accrued in balance sheet to be prepared after the closing of the fiscal year, shall be divided among the partners, proportionally to the shares held by each one of them in the capital stock, and the partners shall be entitled to make the option to increase capital, using the profits and/or compensate the losses in future years.

TENTH

The corporate decisions of any nature, including those for the exclusion of a partner, shall be taken by the shareholder holding the majority of the capital stock.

ELEVENTH

These present Articles of Association may be amended totally or partially, whenever the partners so decide jointly.

TWELFTH

The company may, at any time, open subsidiaries and other establishments, in the country or abroad, by decision of the partners.

THIRTEENTH

In the event one of the partners wishes to leave the partnership, he shall give notice to the remainder, in writing, 60 (sixty) days in advance; in the event the partner willing to leave decides to appoint another partner to replace him, the new partner shall be approved by the remainder partner.

In the event the remainder partners are not interested to acquire the shares of the leaving partner, the latter may assign or transfer such shares to whomever he decides.

In the event one of the remaining partners is interested in the acquisition of the shares of the departing partner, he shall make a written communication within the 60 days to the remainder partners, detailing the payment terms, that shall be the capital stock share and his portion of the profits accrued up to the date of his retirement paid as follows: 20% (twenty percent) within three months, 30% (thirty



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percent) within six months and 50% (fifty percent) within twelve months, all as of the date of the retirement of the partner who so decides.

Within these same conditions, any of the other partners may promote the acquisition of the referred shares.

ONLY PARAGRAPH: For the payment to the retiring partner the same condition as provided in clause 13th shall be followed.

FOURTEENTH

All and every banking transaction may always be made jointly or individually by the partners, and they may assign attorneys with full powers to comply with this clause.

FIFTEENTH

The company's fiscal year shall be for a term of 12 (twelve) months and the business balance sheet shall be mandatorily closed on December 31st, each year; such balance sheet shall be acknowledged and signed by the partners.

SIXTEENTH

The profit or loss accrued in the balance sheet shall be divided or supported by the partners, proportionally to their shareholding.

SEVENTEENTH

The partners EDILTON BRUNO ETORE MANTOVANI and MARIA CECÍLIA PEDROSO FERRAZ, declare not to be involved in any of the crimes foreseen in the law that bars their exercise of commercial activities.

EIGHTEENTH

The yearly total income shall not exceed the limit established in article 2nd of the Law 7.256/84.

NINETEENTH

The company is not included in any of the exclusion hypothesis foreseen in article 3rd of Law 7.256/84.

TWENTIETH

The omitted provisions in this contract shall be ruled by the dispositions of the prevailing legislation.

And being therefore in perfect agreement to all the provisions established in this private instrument, the parties undertake to comply with the present contract, signing it before the two witnesses below, in three counterparts, destined to the registration and filing in the Junta Comercial do Estado de São Paulo (State of São Paulo Commercial Board).

Campinas, January 22, 2002.



MANOEL ANTONIO SCHIMIDT

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LIVRO N° 132

FOLHA N° 9

TRADUÇÃO N° I-51.894/02

[Signature] illegible
Márcia Regina Queiroz Padovani

[Signature] illegible
Edilton Bruno Etoze Mantovani

[Signature] illegible
Maria Cecília Pedroso Ferraz

Witnesses:

[Signature] illegible
Aires Robrt Aparecido Spana
RG/SSP-SP 7.105.168-5
CIC/MF 820.322.388/53

[Signature] illegible
Cleide Aparecida Teodoro Martins
RG/SSP-SP 20.548.927-8
CIC 119.366.528-03

[Signature] illegible
Vera Regina Nogueira Antolini
OAB/SP (Bar Association) 70.210

[The document contains a stamp of the 1st Notary Office Campagnone - Bel. William Campagnone, legalizing the signature of Márcia Regina Queiroz Padovani, signed by Reginara de Sousa Silva, Clerk, dated on May 29, 2002, with an authentication seal n° 1616AA206149].


[The document contains a rubber stamp of the 2nd Notary Office of Santos - Bel. João Pereira da Silva, Notary, legalizing the signature of Maria Cecília Pedroso Ferraz, dated on March 18, 2002, with an authentication seal n° 1869AA024191].

[All the pages of the document show six initials].

[On the back of all pages there is a stamp of: Registered on Jucesp N° 35 217745236 - August 1, 2002 - Signed by Roberto Muneratti Filho - General Secretary].

NOTHING ELSE was contained in said original, which I return with this faithful translation. In WITNESS WHEREOF, I have hereunto set my hand and seal of office, this August 14, 2002.




Manoel Antonio Schmidt
Sworn Translator