RPN

CONCORRÊNCIA

006/2004

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TOTAL LINHAS AÉREAS

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TOTAL
LINHAS AÉREAS S.A.

DENAF 1847

Curitiba , 25 de Novembro de 2004.

À
EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS – ECT
SBN / QUADRA 1 / CONJUNTO 3 / BLOCO A / SOBRE LOJA
EDIFÍCIO SEDE ECT
70002-900 / BRASÍLIA / DF

Assunto : Concorrência 006/2004/CEL/AC

Prezados Senhores ,

Em atendimento ao subitem "d" do item 5 , informamos que a TOTAL LINHAS AÉREAS S.A. apresenta proposta para os seguintes itens :

Item 4 – Patrimônio Líquido de R$ 600.000,00 (seiscentos mil reais) ;

Item 5 – Patrimônio Líquido de R$ 600.000,00 (seiscentos mil reais) ; e

Item 9 – Patrimônio Líquido de R$ 1.150.000,00 (Hum milhão, cento e cinqüenta mil reais).

De acordo com o Balanço Patrimonial encerrado em 31 de Dezembro de 2003, nosso Patrimônio Líquido é de R$ 2.912.470,93 (dois milhões, novecentos e doze mil , quatrocentos e setenta reais e noventa e três centavos).

Atenciosamente,

ALFREDO METSTER NETO
DIRETOR PRESIDENTE

32 068 363 / 0001 - 55
TOTAL LINHAS AÉREAS S.A.
Av. Senador Salgado Filho, 5397 - Sala D
Uberaba - CEP 81580-000
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TOTAL
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DOCUMENTOS RELATIVOS À HABILITAÇÃO JURÍDICA

1 – Contrato Social e Alterações ;

2 – Portaria 63/GM-5 , de 22/01/96.

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DEPARTAMENTO DE AVIAÇÃO CIVIL

INSTRUMENTO PARTICULAR DE CONTRATO SOCIAL POR COTAS LIMITADAS

Pelo presente instrumento particular e na forma de direito JORGE ANTONIO DA SILVA LUZ, brasileiro, casado, arquiteto, portador da Carteira de Identidade nº 17.113/D, expedida pelo CREA/RJ, CPF nº 108.612.897/49, residente e domiciliado à Rua Raquel de Sá Nóbrega, nº 171, casa, Condomínio Mandala, Barra da Tijuca, Rio de Janeiro (RJ); KEIZO AKAMATSU, brasileiro, casado, engenheiro civil, portador da Carteira de Identidade nº 40.859/D, expedida pelo CREA/SP, CPF nº 429.555.728/53, residente e domiciliado à Rua Professor Manuel Ferreira nº 122/aptº 705, Gávea, Rio de Janeiro (RJ), resolvem de pleno acordo constituirem uma sociedade por cotas de responsabilidade limitada, a qual será regida pelas seguintes cláusulas e condições que mutuamente se outorgam e aceitam a saber:

I - DA DENOMINAÇÃO, SEDE, PRAZO E OBJETIVO

CLÁUSULA PRIMEIRA: Fica constituída no Município de Nova Iguaçú, Estado do Rio de Janeiro, uma sociedade por cotas de responsabilidade limitada de natureza comercial, a qual girará sob a denominação social de "TOTAL AEROTÁXI LTDA".

CLÁUSULA SEGUNDA : A sede da empresa será à Estrada Santa Bárbara nº 2083, Miguel Couto, Município de Nova Iguaçú, Estado do Rio de Janeiro.

CLÁUSULA TERCEIRA: A duração da sociedade será por prazo indeterminado, iniciando suas atividades em 02 de maio de 1988, data de sua autorização pelo Ministério da Aeronáutica.

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CLÁUSULA QUARTA: O objetivo da sociedade é a exploração dos serviços de transportes aéreos, na modalidade de Táxi Aéreo, bem como manutenção de aeronaves próprias e de terceiros.

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II - DO CAPITAL, SUA SUBSCRIÇÃO E INTEGRALIZAÇÃO:

CLÁUSULA QUINTA: O capital social, expresso em moeda corrente do País, dividido em quotas no valor unitário de Cz$ 1,00 (hum cruzado) totalmente subscrito é de Cz$ 6.600.000,00 (seis milhões e seiscentos mil cruzados) assim distribuídos entre os sócios:

SÓCIOS	QUOTAS	VALOR EM CRUZADOS
JORGE ANTONIO DA SILVA LUZ	3.300.000	Cz$ 3.300.000,00
KEIZO AKAMATSU	3.300.000	Cz$ 3.300.000,00
	6.600.000	Cz$ 6.600.000,00

§ ÚNICO: O capital social será assim integralizado:

O sócio JORGE ANTONIO DA SILVA LUZ, integraliza neste ato em moeda corrente Cz$ 1.650.000,00 (hum milhão, seiscentos e cinquenta mil cruzados), ou seja, 50% (cinquenta por cento) do capital a ser integralizado, em moeda corrente da seguinte forma:

Cz$ 825.000,00 (oitocentos e vinte e cinco mil cruzados) equivalente a 25% (vinte e cinco por cento) no prazo de 12 (doze) meses e Cz$ 825.000,00 (oitocentos e vinte e cinco mil cruzados) no prazo de 24 (vinte e quatro) meses.

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O sócio KEIZO AKAMATSU, integraliza neste ato em moeda corrente Cz$ 1.650.000,00 (hum milhão seiscentos e cinquenta mil cruzados), ou seja, 50% (cinquenta por cento) do capital a ser integralizado em moeda corrente da seguinte forma:

Cz$ 825.000,00 (oitocentos e vinte e cinco mil cruzados) equivalente a 25% (vinte e cinco por cento) no prazo de 12 (doze) meses e Cz$ 825.000,00 (oitocentos e vinte e cinco mil cruzados) no prazo de 24 (vinte e quatro) meses.

CLÁUSULA SEXTA: Obrigatoriamente 4/5 (quatro quintos) do capital social pertencerão sempre a brasileiros, residentes e domiciliados no País, conforme prevê a legislação em vigor.

CLÁUSULA SÉTIMA: A responsabilidade dos sócios é limitada ao valor total do capital social na forma da lei.

III - DA ADMINISTRAÇÃO:

CLÁUSULA OITAVA: A direção da sociedade será sempre confiada a brasileiros residentes e domiciliados no País, conforme prevê a Legislação em vigor.

CLÁUSULA NONA: A direção da sociedade será exercida pelos sócios em conjunto, os quais distribuirão entre si os serviços de administração da sociedade, podendo praticar todos os atos referentes ao objetivo social, respondendo por si aquele que se exceder nos atos praticados em violação ao presente contrato.

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§ ÚNICO: O uso da firma ou denominação social será exercida por 2 (dois) sócios, brasileiros residentes e domiciliados no País, em conjunto, que assinarão todos os documentos de interesse ou responsabilidade da mesma, como movimentar valores, em instituições bancárias ou financeiras, comprar ou vender imóveis ou outro bem que integrará o patrimônio da sociedade, em juízo ou fora dele.

CLÁUSULA DÉCIMA: É expressamente vedada a qualquer dos sócios o uso do nome da sociedade em operações estranhas a mesma, como: avais, finanças, endossos e outros semelhantes respondendo pecuniariamente e criminalmente por abuso cometido.

V - DA DISSOLUÇÃO E LIQUIDAÇÃO:

CLÁUSULA DÉCIMA PRIMEIRA: A sociedade se dissolverá nos casos previstos pela Legislação em vigor e quando a maioria do capital assim o deliberar.

CLÁUSULA DÉCIMA SEGUNDA: Dissolvida a sociedade, proceder-se-á a sua liquidação de comum acordo entre os sócios e/ou de conformidade com a Legislação que regula a matéria.

CLÁUSULA DÉCIMA TERCEIRA: Dissolvida a sociedade, será liquidado o patrimônio social e uma vez solvido o passivo, distribuído o saldo entre os cotistas na exata proporção de suas cotas.

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V - DA TRANSFERÊNCIA E CESSÃO DE COTAS E DA RETIRADA DE SÓCIOS:

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CLÁUSULA DÉCIMA QUARTA: As cotas do capital são indivisíveis, não podendo ser cedidas em todo ou em parte, por qualquer sócio sem o prévio consentimento dos outros sócios, aos quais em igualdade de condições assiste o direito de preferência na respectiva aquisição.

§ PRIMEIRO: A transferência de cotas do capital social dependerá sempre de prévia autorização do Departamento de Aviação Civil - DAC.

§ SEGUNDO: A participação no capital social em proporções superiores a 25% (vinte e cinco por cento), de pessoa jurídica não ligada a aviação, dependerá sempre de prévia autorização do Departamento de Aviação Civil - DAC.

CLÁUSULA DÉCIMA QUINTA: Ao sócio que não desejar continuar na sociedade é facultado pleitear o pagamento de su capital e dós lucros eventuais, sendo que estes serão apurados mediante balanço especial a ser levantado 30 (trinta) dias após a decisão, podendo a sociedade deduzir as eventuais perdas, se forem apuradas.

CLÁUSULA DÉCIMA SEXTA: Os lucros eventuais, apurados na forma acima serão pagos ao retirante em 04 (quatro) parcelas trimestrais computados os juros. As perdas eventuais serão pagas pelo retirante ou deduzidas no ato da transferência das cotas.

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CLÁUSULA DÉCIMA SÉTIMA: No caso de falecimento ou decretação da incapacidade do qualquer dos sócios, seus herdeiros exercerão em conjunto os direitos do falecido ou incapaz, podendo ainda, os herdeiros, caso desejarem ou outro sócio pela maioria do capital social, optar pelo pagamento correspondente na forma e condições das cláusulas 15ª (Décima Quinta) e 16ª (Décima Sexta).

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VI - DO EXERCÍCIO SOCIAL, BALANÇO, LUCROS E PERDAS:

CLÁUSULA DÉCIMA OITAVA: O exercício social coincidirá com o ano civil, anualmente no último dia útil do mês de dezembro será levantado o balanço geral da sociedade, o qual será submetido ao exame e apreciação dos cotistas. Os lucros ou perdas apurados serão creditados ou debitados aos cotistas respectivamente, ou mantidos em suspenso na sociedade, conforme seu interesse.

VII - DISPOSIÇÕES GERAIS:

CLÁUSULA DÉCIMA NONA: A título de "Prolabore", os sócios poderão fazer uma retirada mensal, de acordo com a Legislação do Imposto de Renda, podendo esse limite ser ultrapassado mediante acordo verbal entre todos os sócios.

CLÁUSULA VIGÉSIMA: Para questões resultante desse contrato, fica eleito o Foro da Cidade do Rio de Janeiro, Estado do Rio de Janeiro, rejeitando-se outro por mais privilegiado que seja.

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Atesto que a presente via anexa do contrato social de 11 de novembro de 1987, da empresa TOTAL AEROTÁXI LTDA., está de acordo com a que se encontra juntada ao processo número 07.13/00110/88 do Departamento de Aviação Civil, do Ministério da Aeronáutica, constando de 07 (sete) folhas devidamente carimbadas com o sinete do mesmo Departamento.

Rio de Janeiro, 02 de junho de 1988.

DEPARTAMENTO DE AVIAÇÃO CIVIL M. Aer.

CHEFE DA SEÇÃO DE ASSUNTOS JURÍDICOS NACIONAIS.
(em exercício)

SUCURSAL IPANEMA
Rua Visconde de Pirajá, 550 S/Sala 121
Tabellião: SYLVIO CAVALCANTI DE OLIVEIRA
Substituto: ALBERTO SCAVONE
CERTIFICO e dou fé que a presente fotocópia é cópia fiel da(s) folha(s) Nos do original que me foi(ram) apresentado(s).
Rio, 10 JUL 1991
Selo de Fiscalização

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TOTAL AEROTAXI LTDA., CGC/MF 32.068.363/0001-55, JUCERJ sob o nº 33201849477 em 21/06/1988 - ATA DA ASSEMBLÉIA GERAL EXTRAORDINÁRIA DE TRANSFORMAÇÃO DA "TOTAL AEROTAXI LTDA." EM SOCIEDADE ANÔNIMA "TOTAL AEROTAXI S/A" - 1) Aos 30 (trinta) de março de 1990, às 10 (dez) horas, na sede social na Rua Visconde de Pirajá, 595 - sala 504 - Ipanema, Rio de Janeiro/RJ. 2) Quorum de Instalação: Sócios quotistas da sociedade sob transformação, representando a totalidade do Capital Social integralizado. 3) Mesa Diretora: Presidente - Jorge Antônio da Silva Luz, Secretário - Keizo Akamatsu. 4) Agenda dos Trabalhos: 4.1) Exame e deliberação sobre os projetos do Estatuto Social e do Boletim de Subscrição das Ações para TRANSFORMAÇÃO da atual sociedade limitada em sociedade anônima, a qual passará a adotar a denominação de TOTAL AEROTAXI S/A; 4.2) Eleição dos membros da Diretoria e fixação de seus honorários. 5) Declarações Preliminares do Presidente da Assembléia: 5.1) Que, se acham reunidos, conforme assinaturas apostas no "Livro de Presenças", os sócios quotistas da sociedade transformanda TOTAL AEROTAXI LTDA., CGC/MF 32.068.363/0001-55, estabelecida na Rua Visconde de Pirajá, 595 - sala 504 - Ipanema, Rio de Janeiro/RJ, cujas atividades iniciaram-se em 02/05/1988, tendo seus atos constitutivos registrados e arquivados na JUCERJ sob o nº 33201849477 aos 21/06/1988; 5.2) Que, a composição do capital da sociedade sob transformação, consoante item 1.4.3.5 da 1ª alteração contratual de 30/03/90, é a seguinte: JORGE ANTÔNIO DA SILVA LUZ, brasileiro, casado, Arquiteto, C.I. 17.113/D-CREA/RJ, CPF 108.612.897-49, residente e domiciliado na Rua Raquel de Soares, 171 - Casa, Condomínio Mandala - Barra da Tijuca, Rio de Janeiro/RJ - Capital Integralizado: Cr$ 792.500,00; a integralizar: Cr$ 2.377.500,00 - Quantidade de Quotas: 3.170.000 no valor total de Cr$ 3.170.000,00; KEIZO AKAMATSU, brasileiro, casado, Engenheiro Civil, C.I. 40.859/D-CREA/SP, CPF 429.555.728-53, residente e domiciliado na Rua Prof. Manuel Ferreira, 122 - Aptº 705, Gávea, Rio de Janeiro/RJ - Capital Integralizado: Cr$ 792.500,00; a integralizar: Cr$ 2.377.500,00 - Quantidade de Quotas: 3.170.000 no valor total de Cr$ 3.170.000,00; PAULO ROBERTO LEITE PEREIRA, brasileiro, casado, Engenheiro Civil, RG 1.818.755/IFP/RJ, CPF 239.927.277-34, domiciliado na Rua Visconde de Pirajá, 595 - sala 1308, Ipanema, Rio de Janeiro/RJ - Capital Integralizado: Cr$ 792.500,00; a integralizar: Cr$ 2.377.500,00 - Quantidade de Quotas: 3.170.000 no valor total de Cr$ 3.170.000,00 - Total Geral: Capital Integralizado: Cr$ 2.377.500,00; a integralizar: Cr$ 7.132.500,00 Quantidade de Quotas: 9.510.000 no valor de Cr$ 9.510.000,00; 5.3) Que, a composição acionária e a distribuição das ações constitutivas do Capital Social na nova S/A, em substituição às quotas até então detidas pelos sócios, seria a seguinte, nos termos do Boletim de

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Subscrição do seguinte teor: "TOTAL AEROTAXI S/A - CGC/MF nº 32.068.363/0001-55 - BOLETIM DE SUBSCRIÇÃO DAS AÇÕES - 1) JORGE ANTÔNIO DA SILVA LUZ, brasileiro, casado, Arquiteto, portador da Carteira de Identidade nº 17.113/D, expedida pelo CREA/RJ, CPF nº 108.612.897-49, residente e domiciliado na Rua Raquel de Soares nº 171 - Casa, Condomínio Mandala, Barra da Tijuca, Rio de Janeiro (RJ): Quantidade de Ações Ordinárias Nominativas Integralizadas: 792.500; a Integralizar: 2.377.500, no valor total de Cr$ 3.170.000,00; 2) KEIZO AKAMATSU, brasileiro, casado, Engenheiro Civil, portador da Carteira de Identidade nº 40.859/D, expedida pelo CREA/SP, CPF nº 429.555.728-53, residente e domiciliado na Rua Professor Manuel Ferreira nº 122 - Aptº 705, Gávea, Rio de Janeiro (RJ): Quantidade de Ações Ordinárias Nominativas Integralizadas: 792.500; a Integralizar: 2.377.500, no valor total de Cr$ 3.170.000,00; 3) PAULO ROBERTO LEITE PEREIRA, brasileiro, casado, Engenheiro Civil, RG nº 1.818.755/IFP/RJ, CPF nº 239.927.277-34, domiciliado na Rua Visconde de Pirajá, 595, Sala 1308 - Ipanema (RJ): Quantidade de Ações Ordinárias Nominativas Integralizadas: 792.500; a Integralizar: 2.377.500, no valor total de Cr$ 3.170.000,00. Totais: Quantidade de Ações Ordinárias Nominativas Integralizadas: 2.377.500; a Integralizar: 7.132.500; valor total: Cr$ 9.510.000,00. OBS.: As ações compreendidas no campo "A INTEGRALIZAR", subscritas pelos senhores acima, acionistas, serão integralizadas no prazo máximo de 24 (vinte e quatro) meses". Rio de Janeiro, 30 de março de 1990. Ass.) Jorge Antônio da Silva Luz, Keizo Akamatsu, Paulo Roberto Leite Pereira. VISTO/ADVOGADO ass. Benedito Antônio Dinis Leite - OAB/MG 47.955 - CRC/MG TÉC. 46.204. 5.4) Que, as parcelas do "Capital a Integralizar", pertinentes às ações subscritas pelos srs. acionistas, seriam integralizadas no prazo máximo de 24 (vinte e quatro) meses. 6) Deliberações: Tomadas por unanimidade de votos, sem ressalvas - 6.1) Referendadas "in totum", como nelas se contêm, as declarações iniciais prestadas pela presidência da mesa; 6.2) Aprovada e determinada a conferência aos acionistas dos respectivos certificados de ações, na forma indicada no subitem 5.3 retro, todas nominativas, após o registro desta no órgão público competente; 6.3) Aprovado, via de consequência, o Estatuto Social que passa a reger a sociedade, documento este do seguinte teor: "ESTATUTO SOCIAL DA TOTAL AEROTAXI S/A - CGC/MF 32.068.363/0001-55 - CAPÍTULO I - DENOMINAÇÃO, SEDE, FORO, OBJETO E DURAÇÃO - Art. 1º - A denominação da sociedade é TOTAL AEROTAXI S/A, que se regerá pelas disposições deste Estatuto e da legislação vigente aplicável. Art. 2º - A sede da empresa é na Rua Visconde de Pirajá, 595, sala 504, Ipanema, Rio de Janeiro (RJ), e o foro competente é o desta Comarca. § 1º - A sociedade poderá estabelecer filiais, sucursais, agências e escritórios, por de-

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liberação de sua diretoria, dentro de sua área de operação com anuência prévia do DAC. § 2º - A sociedade manterá sua filial 01 estabelecida na Rua Boaventura, 2312, Aeroporto da Pampulha, Belo Horizonte (MG). Art. 3º - A sociedade tem por objetivos sociais a exploração dos serviços de transportes aéreos, na modalidade de táxi aéreo, bem como a manutenção técnica de aeronaves próprias e de terceiros; a importação e comercialização de aeronaves, peças, acessórios e outros materiais para uso e consumo em aeronaves; ministrar instrução profissional na área da aviação civil; a hangaragem, o atendimento de pista e a operação de aeronaves de terceiros. Art. 4º - O prazo de duração da sociedade é indeterminado e o início de suas atividades deu-se em 02/05/1988, quando, ainda, sob a forma limitada, data de sua autorização pelo Ministério da Aeronáutica. CAPÍTULO II - CAPITAL, AÇÕES E ACIONISTAS - Art. 5º - O Capital Social é de Cr$ 9.510.000,00 (nove milhões, quinhentos e dez mil cruzeiros) dividido em 9.510.000 (nove milhões, quinhentos e dez mil) ações ordinárias nominativas do valor unitário de Cr$ 1,00 (hum cruzeiro), integralizado na forma do Boletim de Subscrição das Ações desta data. § 1º - As ações serão nominativas. Os títulos que as representam poderão ser desdobrados sempre que assim o desejar o acionista. § 2º - As ações serão representadas por títulos de múltiplos de ações ou cautelas que serão assinadas por dois Diretores ou mandatários com poderes especiais. § 3º - A subscrição do Capital Social deve ter pelo menos 4/5 (quatro quintos) do capital com direito a voto, pertencente a brasileiros, prevalecendo essa limitação nos eventuais aumentos do Capital Social. § 4º - Dependerá sempre de prévia autorização do Departamento de Aviação Civil a cessão ou transferência de ações. § 5º - É proibido a participação no Capital Social em proporção superior a 25% (vinte e cinco por cento) de pessoa jurídica não ligada a área de aviação sem a anuência prévia do Departamento de Aviação Civil. Art. 6º - Somente os titulares de ações ordinárias nominativas poderão exercer o direito de voto nas deliberações da Assembléia Geral. Art. 7º - Depois de realizados 3/4 (três quartos), no mínimo, do capital social, a sociedade poderá aumentá-lo mediante subscrição pública ou particular de ações, cujo preço de emissão deverá ser fixado pela Assembléia Geral. § 1º - Na proporção do número de ações que possuirem, os acionistas terão preferência para subscrição dos aumentos de capital. § 2º - A Assembléia Geral estabelecerá em que condições serão realizada a subscrição de ações do aumento do capital, o que constará do boletim de subscrição. CAPÍTULO III - ASSEMBLÉIAS GERAIS - Art. 8º As Assembléias Gerais serão ordinárias ou extraordinárias e serão convocadas e realizadas na forma da lei. § 1º - A Assembléia Geral Ordinária reunir-se-á, anualmente, até os 4 (quatro) meses seguin-

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tos ao término do exercício social para: I - tomar as contas dos Administradores, discutir e votar as demonstrações financeiras. II - deliberar sobre a destinação do lucro líquido do exercício e distribuição de dividendos; III - eleger os membros da Diretoria e do Conselho Fiscal, quando for o caso; IV - aprovar a correção da expressão monetária do capital social. § 2º - A Assembléia Geral Extraordinária realizar-se-á sempre que houver justificada conveniência, para tratar exclusivamente de assuntos objeto de sua convocação. § 3º - A Assembléia Geral Ordinária e Assembléia Geral Extraordinária poderão ser, cumulativamente, convocadas e realizadas no mesmo dia, hora e local e instrumentadas em ata única. Art. 9º - Compete à Diretoria, por dois de seus membros, a convocação das Assembléias Gerais. Nos anúncios de convocação deverá constar a ordem do dia, o local, data e hora da reunião da Assembléia. Art. 10 - As pessoas presentes na Assembléia Geral deverão provar a qualidade de acionistas da sociedade. Os titulares das ações nominativas, se exigido, exibirão documento hábil de sua identidade ou de apresentação. Art. 11 - Antes de instalada a Assembléia Geral os acionistas assinarão o Livro de "Presença de Acionistas", com as formalidades de praxe. Art. 12 - A Assembléia Geral será instalada por um dos Diretores, sendo escolhidos o Presidente e o Secretário da mesa pelos acionistas presentes, cabendo ao Presidente a verificação da regularidade da instalação da Assembléia Geral e determinar a ordem dos trabalhos. Art. 13 - As deliberações da Assembléia Geral serão tomadas por maioria simples de votos dos acionistas presentes, inclusive nos casos de Transformação, Incorporação, Fusão e Cisão previstos na Lei nº 6.404/76, não se computando os votos em branco e ressalvadas as exceções previstas em lei. CAPÍTULO IV - ADMINISTRAÇÃO DA SOCIEDADE - Art. 14 - A Administração da sociedade competirá à Diretoria, composta de três membros eleitos e destituíveis a qualquer tempo pela Assembléia Geral, simplesmente designados Diretores. § 1º - Somente poderão ser eleitos para membros da Diretoria brasileiros, residentes no País, acionistas ou não da sociedade. § 2º - Os Diretores serão investidos em seus cargos mediante assinatura do Termo de Posse lavrado no Livro de "Atas de Reuniões da Diretoria". Se o Termo de Posse não for assinado pelo Diretor eleito, no prazo de 30 (trinta) dias seguintes à eleição, esta tornar-se-á sem efeito, salvo justificativa aceita pela Diretoria. § 3º - A Administração e a Direção serão atribuídas exclusivamente a brasileiros residente no País. Art. 15 - O prazo de gestão dos membros da Diretoria é de 3 (três) anos, admitida a reeleição. § 1º - O prazo de gestão estender-se-á até a investidura dos novos Diretores eleitos. § 2º - Os membros da Diretoria são dispensados da prestação de garantia de gestão. Art. 16 - COMPETE À DIRETORIA

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I - assegurar o pleno funcionamento da sociedade, o cumprimento do presente Estatuto e das deliberações da Assembléia Geral, respeitada a legislação pertinente; II - preparar e apresentar à Assembléia Geral, anualmente, os relatórios das atividades sociais; III - formular propostas que devam ser levadas à deliberação da Assembléia Geral; IV - autorizar a criação, instalação e encerramento de filiais, sucursais, agências, escritórios ou depósitos, com anuência prévia do DAC; V - autorizar a alienação de bens do ativo permanente da sociedade e a constituição de ônus reais; VI - representar a sociedade ativa e passivamente, em juízo ou fora dele; VII - praticar todos os atos necessários ao normal funcionamento da sociedade; VIII - fixar o montante dos honorários dos Diretores, por deliberação de todos os seus membros, em reunião formal, sempre que houver necessidade. Parágrafo Único: - Os Diretores, por consenso, elaborarão o Regimento Interno da sociedade e deste constará, inclusive, a competência funcional de cada membro da Diretoria e respectiva área de atuação. Art. 17 - Os Diretores se substituirão em seus impedimentos ocasionais. No caso de vacância definitiva de qualquer cargo na Diretoria, os demais Diretores indicarão seu substituto, que exercerá as funções atinentes ao substituído até a realização da próxima Assembléia Geral. Art. 18 - Todos os documentos que obriguem a sociedade deverão conter a assinatura de dois Diretores, ou de um Diretor e um procurador, ou ainda, de dois procuradores com poderes especiais. Parágrafo Único: É vedado o uso da denominação social em operações estranhas aos interesses sociais, tais como: avais, fianças ou endossos a favor de terceiros, sem prévia anuência da Assembléia Geral. Art. 19 - A sociedade poderá, por dois de seus Diretores, nomear procuradores para representá-la, dentro dos limites dos poderes conferidos nos respectivos mandatos que terão sempre um prazo determinado e não superior a um ano; ressalvados apenas os mandatos para fins judiciais que terão duração indeterminada. CAPÍTULO V - CONSELHO FISCAL - Art. 20 - A sociedade terá um Conselho Fiscal, composto de três a cinco membros, com igual número de suplentes, residentes no País, acionistas ou não, eleitos pela Assembléia Geral. § 1º - O Conselho Fiscal será instalado pela Assembléia Geral, a pedido de acionistas que representem, no mínimo, 1/10 (um décimo) das ações com direito a voto, e cada período de funcionamento terminará na primeira Assembléia Geral Ordinária após a sua instalação. § 2º - Os membros efetivos do Conselho Fiscal, quando este for instalado, terão direito a uma remuneração que será fixada pela Assembléia Geral. CAPÍTULO VI - EXERCÍCIO SOCIAL E DIVIDENDOS - Art. 21 - O exercício social terá seu término no dia 31 de dezembro de cada ano, oportunidade em que serão elaboradas as demonstrações financeiras, obedecidas as

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normas técnicas e legais aplicáveis. Art. 22 - Juntamente com as demonstrações financeiras do exercício, a Diretoria apresentará proposta sobre a destinação a ser dada ao lucro líquido do exercício. Art. 23 - Do resultado do exercício serão deduzidos, antes de qualquer participação, os prejuízos porventura acumulados e a provisão para o Imposto de Renda. Art. 24 - O lucro líquido do exercício é o resultado que remanescer depois de feitas as deduções de que tratam os Artigos 23 e 25 do presente. Art. 25 - Do lucro líquido do exercício, antes de qualquer destinação, 5% (cinco por cento) serão aplicados na constituição da reserva legal, que não excederá de 20% (vinte por cento) do capital social, destinada a assegurar a integridade do mesmo, e que somente poderá ser utilizada para compensar prejuízos ou aumentar o capital. Art. 26 - A Assembléia Geral poderá, por proposta da Diretoria, destinar parte do lucro líquido à formação de Reservas para contingências com a finalidade de compensar, em exercícios futuros, a diminuição do lucro decorrente de perda julgada provável, cujo valor possa ser estimado. Art. 27 - Por proposta da Diretoria, a Assembléia Geral poderá destinar parte do lucro líquido para constituição de reservas de lucros a realizar, nas hipóteses e limites da lei. Art. 28 - Os Acionistas têm direito a receber, como dividendos, 25% (vinte e cinco por cento) do lucro líquido do exercício, diminuído ou acrescido dos seguintes valores: - I - cota destinada à constituição de Reserva Legal; II - importância destinada à formação para Reserva de Contingências, e reversão das mesmas reservas formadas em exercícios anteriores e não utilizadas; III - lucros a realizar transferidos para a constituição da Reserva de Lucros a realizar e Lucros anteriormente registrados nessa Reserva que tenham sido realizados no exercício. Art. 29 - A Assembléia Geral deliberará sobre o destino a ser dado ao saldo que ficar, depois de fixado o dividendo. Art. 30 - O dividendo previsto neste Estatuto não será obrigatório no exercício social em que os órgãos da Administração informarem à Assembléia Geral Ordinária ser ele incompatível com a situação financeira da sociedade. Parágrafo Único: - Os lucros que deixarem de ser distribuídos nos termos deste artigo, serão registrados como Reserva Especial e, se não absorvidos em exercícios subsequentes, deverão ser pagos como dividendos assim que o permitir a situação financeira da sociedade. Art. 31 - Por deliberação da Assembléia Geral, mediante proposta da Diretoria e ouvido o Conselho Fiscal, se em funcionamento, desde que não haja oposição de qualquer acionista presente, poderá haver a distribuição de dividendos inferiores ao estabelecido no artigo 28 ou a retenção de todo o lucro. Art. 32 - A Diretoria, ouvido o Conselho Fiscal, se em funcionamento, poderá determinar a dis-

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tribuição antecipada de dividendos, com base em Balanço intermediário, "ad referendum" da Assembléia Geral, especialmente levantado para tal fim. CAPÍTULO VII - DA DISSOLUÇÃO, DA LIQUIDAÇÃO E DA EXTINÇÃO - Art. 33 - A sociedade entrará em dissolução, liquidação e extinção nos casos previstos em lei, ou por decisão da Assembléia Geral instalada para tal finalidade. Parágrafo Único: - A Assembléia Geral nomeará o liquidante e determinará o modo de liquidação, elegerá um Conselho Fiscal que deve funcionar durante o período da liquidação. "Rio de Janeiro, 30 de março de 1990. 6.4) Registrada a não solicitação dos presentes para a instalação do Conselho Fiscal; 6.5) Aprovadas a nomeação e posse dos membros da Diretoria, com mandatos iniciando-se nesta data e término em igual dia, mês e ano de 1993, cujos cargos serão exercidos pelos seguintes: JORGE ANTÔNIO DA SILVA LUZ, KEIZO AKAMATSU e PAULO ROBERTO LEITE PEREIRA, todos já qualificados em 5.2 desta; 6.6) Determinado que, os honorários dos srs. diretores, e suas condições, seriam fixados por deliberação de todos os membros da Diretoria, em reunião formal, sempre que houver necessidade, levando-se a respectiva ata ao registro público competente. 6.7) Declarada definitivamente transformada a sociedade TOTAL AEROTAXI LTDA., que passará a denominar-se TOTAL AEROTAXI S/A, sem qualquer solução de continuidade em sua pessoa jurídica, nos termos dos Arts. 220 e segs. da Lei nº 6.404/76 de 15/12/1976. 7) Encerramento: Lida a presente, foi a mesma aprovada por todos e devidamente assinada, tendo sido determinado o seu registro em três vias de iguais teor e forma, para os ulteriores efeitos de direito. Rio de Janeiro/RJ, 30 de março de 1990. ass) Jorge Antônio da Silva Luz, Keizo Akamatsu, Paulo Roberto Leite Pereira. 8) Autenticação: Confere com o original lavrado no livro próprio.

Rio de Janeiro, 30 de março de 1990

. Presidente da mesa: Jorge Antônio da Silva Luz

. Secretário: Keizo Akamatsu

Benedito Antonio Dinis Leite
OAB/MG 47.955 - CRC/MG TEC. 45.204

JUNTA COMERCIAL DO ESTADO DE MINAS GERAIS

CERTIFICO O REGISTRO SOB O NUMERO 1.015.636

JOÃO LUIZ RIBEIRO
SECRETÁRIO GERAL

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TOTAL AEROTAXI S/A.

C.G.C./MF Nº 32.068.363/0001-55

ATA DA ASSEMBLÉIA GERAL EXTRAORDINÁRIA
REALIZADA EM 09 DE JANEIRO DE 1992.

I - LOCAL E DATA : Na sede social da companhia à Rua Visconde de Pirajá, nº 595 sala 504, Ipanema, Rio de Janeiro-RJ, às 10:00 horas do dia 09 de janeiro de 1992.

II - PRESENÇA : Acionistas representando a totalidade do Capital com direito a voto, conforme assinaturas lançadas no Livro de "Presença de Acionistas".

III - CONVOCAÇÃO : Dispensada nos termos do § 4º, do Art. 124 da Lei nº 6.404/76.

V - MESA : Presidente : Jorge Antônio da Silva Luz
Secretário : Keizo Akamatsu

V - ORDEM DO DIA : a) Alterar o Art. 1º DENOMINAÇÃO, e o Art 3º OBJETO, do Estaduto Social.

VI - DELIBERAÇÕES: Deliberaram por unanimidade os acionistas :

a) Alterar a Denominação Social para Total Linhas Aéreas S/A.

b) alterar o Objeto Social, excluindo do mesmo, o serviço de transportes aéreos, na modalidade de taxi aéreo, e incluindo, a exploração dos serviços de transportes aéreos de cargas.

c) consolidar, em face das alterações deliberadas na presente assembléia, a redação do artigo 1º e do artigo 3º do Estatuto Social :

"Art. 1º - A denominação da Sociedade é **TOTAL LINHAS AÉREAS S/A.**, que se regerá pelas disposições do Estatuto Social e da legislação vigente aplicável."

"Art 3º - A sociedade tem por objeto social a exploração dos serviços de transportes de cargas; a manutenção técnica de aeronaves próprias e de terceiros; a importação e comercialização de aeronaves, peças, acessórios, bem como ministrar instrução profissional na área de aviação civil; a hangaragem, o atendimento de pista e a operação de aeronaves de terceiros."

VII-ENCERRAMENTO : Nada mais havendo a tratar, foi a presente ata lavrada, lida e aprovada, sendo devidamente assinada. Ass. Jorge Antônio da Silva Luz - Presidente ; Keizo Akamatsu - Secretário ; Paulo Roberto Leite Pereira.

Confere com original lavrado no livro próprio.

Keizo Akamatsu

KEIZO AKAMATSU

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Selo de Fiscalização BEL 81969

TOTAL LINHAS AÉREAS S/A.
C.G.C./MF. Nº 32.068.363/0001-55

DEPARTAMENTO DE AVIAÇÃO CIVIL M. Aer.

ATA DA 14ª ASSEMBLÉIA GERAL EXTRAORDINÁRIA REALIZADA EM 02 DE MARÇO DE 1995.

I - LOCAL E DATA : Ás 10:00 horas, do dia 02 de março de 1995, na sede social da companhia à Rua Visconde de Pirajá, nº 595 sala 504, Ipanema, Rio de Janeiro - RJ.

II - PRESENÇA : Acionistas representando a totalidade do Capital, conforme assinaturas lançadas no livro "Presença de Acionistas".

III - CONVOCAÇÃO : Dispensada a convocação nos termos do § 4º do Artigo 124 da Lei 6.404/76.

IV - MESA : Presidente : Jorge Antonio da Silva Luz
Secretário : Keizo Akamatsu

V - ORDEM DO DIA : a) Renúncia da Diretoria;

b) Eleição de nova Diretoria;

c) Encerramento de atividade das filial de : Montes Claros, São Paulo, Manaus, Belém, Fortaleza, e Campinas.

d) Mudança de endereço da Sede;

e) Consolidação do Estatuto Social.

VI - DELIBERAÇÕES : Deliberaram por unanimidade os acionistas :

a) Aceitar o pedido de renúncia dos Senhores Diretores, *Jorge Antonio da Silva Luz, Keizo Akamatsu, e Paulo Roberto Leite Pereira.*

b) Eleger a nova Diretoria, que será composta por 3 (três) diretores, com término do mandato em igual dia e mês de 1997, com as seguintes designações :

Diretor Presidente : Alfredo Meister Neto, brasileiro, casado, empresário, portador da carteira de identidade nº 286.502, expedida pelo SSP/PR, inscrito no CPF sob o nº 202.058.489-15, domiciliado em São José dos Pinhais/PR;

Diretor Finanoeiro : Fernando Bruning, brasileiro, casado, empresário, carteira de identidade nº 3.144.989-8, expedida pela SSP/PR, inscrito no CPF nº 727.129.889-49, domiciliado em Curitiba/PR;

Diretor Administrativo : Talmo Cezar Pedroso, brasileiro, casado, comerciante, portador da

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carteira de identidade nº [illegible] expedida pelo Instituto de Identificação do Estado do Paraná, inscrito no CPF sob 254.917.929-34, residente e domiciliado em Curitiba/PR.

c) Resolvem os Acionistas encerrar as atividades das seguintes filiais :

Rua Belo Horizonte, nº 289, Bairro Centro, Montes Claros/MG;

Rua Vieira de Moraes, nº 541, parte, Bairro Campo Belo, São Paulo/SP;

Avenida Ayrão, nº 500, parte, Bairro Centro, Manaus/AM;

Rua Oliveira Belo, nº 122, parte, Bairro Umarizal, Belém/PA;

Rua Solon Pinheiro, nº 500 sala 05, parte Bairro Centro, Fortaleza/CE.

Aeroporto Internacional de Viracopos, Ala de Hangares, nº 2, Campinas/SP

d) Resolvem os acionistas mudar o endereço da Sede da Rua Visconde de Pirajá, nº 595,sala 504, Ipanema, Rio de Janeiro/RJ, para Avenida Senador Salgado Filho, nº 5397, sala D, Bairro Uberaba, Curitiba/PR.

e) Consolidar o Estatuto Social da *Total Linhas Aéreas S/A.* CGC/MF. nº 32.068.363/0001-55 com a seguinte redação :

CAPÍTULO - I

DENOMINAÇÃO, SEDE, FORO, OBJETO E DURAÇÃO

Artigo 1º - A denominação da sociedade, é *TOTAL LINHAS AÉREAS S/A.*, que se regerá pelas disposições deste Estatuto e da legislação vigente aplicável.

Artigo 2º - A sede da empresa é a Avenida Senador Salgado Filho, nº 5397, sala D, Bairro Uberaba, Curitiba/PR, e o foro competente é o desta Comarca.

Parágrafo 1º - A sociedade poderá estabelecer filiais, sucursais, agências e escritórios, por deliberação de sua diretoria, dentro de sua área de operação com anuência prévia do DAC.

Parágrafo 2º - A sociedade mantém filial à Av. Antonio Abraão Caran, nº 820, salas 901, 903, 905, 907 a 912, 1002, 1004, 1006, 1008, 1010, 1012, 1101,1103, 1105, 1107, 1109 e 1111, Pampulha, Belo Horizonte/MG;

Selo de Fiscalização BEL 81970

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A sociedade mantém ainda Representação Legal e Comercial [illegible]

Av. 18 de julio, 1026 - ESC-902, Montevidéo, Uruguai, com designação de Capital no valor de R$ 10.000,00 (dez mil reais), e como seu representante legal o Sr. Luis Mário Hourcade de Mello, Uruguaio, casado, advogado, cédula de identidade nº 1.552.553-2, credencial cívica série BCA 66.952, residente e domiciliado à Rua Neira 3679, Montevidéo;

Rua Fulgêncio R. Moreno, nº 500, Assunção, Paraguai, com designação de Capital no valor de R$ 5.000,00 (cinco mil reais), e como seu representante Legal o Sr. Hugo Rodolfo Mersan Galli, Paraguaio, casado, advogado, cédula de identidade nº 443071, expedida pela polícia, residente e domiciliado à Rua Juan Max Boettner com Av. Stmo. Sacramento, Assunção, Paraguai.

Artigo 3º - A sociedade tem por objetivo social a exploração dos serviços de transporte Aéreo Regular, de âmbito Regional, de conformidade com as concessões das autoridades competentes ;

Parágrafo 1º - Complementarmente, a sociedade explorará, as seguintes atividades :

a) Serviços aéreos não regulares, em todas as modalidades, como serviços de passageiros, cargas, encomendas expressas e malas postais;

b) Serviços especializados de oficina para manutenção de aviões, e helicópteros em geral, próprios e de terceiros, de peças e componentes;

c) Hangaragem de aviões, atendimento de pista, auxílios de embarque e de desembarque;

d) Serviços administrativos, financeiros, comerciais, técnicos e de consultoria relacionados com o objeto da sociedade;

e) Curso de instrução para tripulantes e mecânicos de aviões e helicópteros;

f) Atividades de Turismo, hotelaria, restaurante e cozinha de bordo;

g) Importação e Exportação, bem como a comercialização no mercado nacional, de aviões e helicópteros e de suas partes e componentes;

h) Participação em outras sociedades, como acionistas ou quotistas.

Artigo 4º - O prazo de duração da sociedade é indeterminado, e o início de suas atividades deu-se em 02/05/88, quando, ainda, sob a forma limitada, data de sua autorização pelo Ministério da Aeronáutica.

Selo de Fiscalização BEL 81966

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DEPARTAMENTO DE AVIAÇÃO CIVIL
M. Aer.

CAPÍTULO - II

CAPITAL, AÇÕES E ACIONISTAS

Artigo 5º - O Capital social é de R$ 1.035.000,00 (hum milhão e trinta e cinco mil reais), dividido em 1.035.000 (hum milhão e trinta e cinco mil), Ações Ordinárias Nominativas, com valor unitário de R$ 1,00 (hum real), cada uma integralizado na forma do Boletim de Subscrição de Ações.

Parágrafo 1º - As ações serão nominativas. Os títulos que as representam, poderão ser desdobrados, sempre que assim o desejar o acionista.

BELO HORIZONTE - MG
Certifico que a presente cópia fotográfica é reprodução fiel do original que me foi apresentado. Dou fé.
BELO HORIZONTE MG 30 JUN. 2004
Em test. da verdade.
Antônio Daufal da Oliveira
Cláudio Alberto R.
Poder Judiciário do Estado de Minas Gerais Corregedoria Geral de Justiça
Selo de Fiscalização
BEL 81971

Parágrafo 2º - As ações serão representadas por títulos múltiplos de ações ou cautelas que serão assinadas por dois Diretores ou mandatários com poderes especiais.

Parágrafo 3º - A subsorição do Capital Social deve ter pelo menos 4/5 (quatro quintos) do capital com direito a voto, pertencentes a brasileiros, prevalecendo essa limitação nos eventuais aumentos do Capital Social.

Parágrafo 4º - Dependerá sempre de prévia autorização do Departamento de Aviação Civil a cessão ou transferência de ações.

Parágrafo 5º - É proibido a participação no Capital Social em proporção superior a 25% (vinte e cinco por cento) de pessoa jurídica não ligada a área de aviação sem a anuência prévia do Departamento de Aviação Civil.

Artigo 6º - Somente os titulares de ações ordinárias nominativas poderão exercer o direito de voto nas deliberações da Assembléia Geral, ficando expressamente proibida a conversão de Ações Preferenciais sem direito a voto em Ações com direito a voto.

Artigo 7º - Depois de realizados 3/4 (três quartos), no mínimo, do capital social, a sociedade poderá aumenta-lo mediante subscrição pública ou particular de ações, cujo preço de emissão deverá ser fixado pela Assembléia Geral.

Parágrafo 1º - Na proporção do número de ações que possuírem, os acionistas terão preferência para subscrição dos aumentos de capital.

Parágrafo 2º - A Assembléia Geral estabelecerá em que condições será realizada a subscrição de ações do aumento de capital, o que constará do boletim de subscrição.

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BELO HORIZONTE - MG
29 JUL 1999

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BELO HORIZONTE - MG
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DENAF 1827

CAPÍTULO - III

ASSEMBLÉIAS GERAIS

Artigo 8º - As assembléias Gerais serão Ordinárias ou Extraordinária e serão convocadas e realizadas na forma da Lei.

Parágrafo 1º - A Assembléia Geral Ordinária reunir-se-á, anualmente, até os 4 (quatro) meses seguintes ao término do exercício social para:

I - Tomar as contas dos Administradores, discutir e votar as demonstrações financeiras;

II - Deliberar sobre a destinação do lucro líquido do exercício, e distribuição de dividendos;

III - Eleger os membros da Diretoria e do Conselho Fiscal, quando for o caso;

IV - Aprovar a correção da expressão monetária do Capital Social.

Parágrafo 2º - A Assembléia Geral Extraordinária realizar-se-á sempre que houver justificada conveniência, para tratar exclusivamente de assuntos objeto de sua convocação.

Parágrafo 3º - A Assembléia Geral Ordinária e Assembléia Geral Extraordinária poderão ser, cumulativamente, convocadas e realizadas no mesmo dia, hora e local e instrumentadas em ata única.

Artigo 9º - Compete a Diretoria, por dois de seus membros, a convocação das Assembléias Gerais. Nos anúncios de convocação deverá constar a ordem do dia, o local, data e hora da reunião da Assembléia.

Artigo 10º - As pessoas presentes na Assembléia Geral deverão provar a qualidade de acionistas da sociedade. Os titulares das ações nominativas, se exigido, exibirão documento hábil de sua identidade ou de apresentação.

Artigo 11º - Antes de instalada a Assembléia Geral os acionistas assinarão o Livro "Presença de Acionistas", com as formalidades de praxe.

Artigo 12º - A Assembléia Geral será instalada por um dos Diretores, sendo escolhido o Presidente e o Secretário da Mesa pelos acionistas presentes, cabendo ao Presidente a verificação da regularidade da instalação da Assembléia Geral e determinar a ordem dos trabalhos.

Artigo 13º - As deliberações da Assembléia Geral serão tomadas por maioria simples de votos dos acionistas presentes, inclusive nos casos de Transformação

Poder Judiciário do Estado de Minas Gerais Corregedoria Geral de Justiça Selo de Fiscalização BEL 81972

SERVIÇO NOTARIAL DO 10º OFÍCIO Rua Guajajaras, 465 - Tel.: 3213-2950 BELO HORIZONTE - MG 10 MAIO 2001 Conferida e achada conforme documento apresentado. Dou fé.

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Incorporação, Fusão, e Cisão previstos [illegible] 6.404/76, não se computando os votos em branco, ressalvadas as exceções previstas em Lei.

CAPÍTULO - IV

ADMINISTRAÇÃO DA SOCIEDADE

Artigo 14º - A Administração da sociedade competirá a Diretoria, composta de 3 (três) membros eleitos e destituíveis a qualquer tempo pela Assembléia Geral, com início nesta data e término em igual dia e mês de 1997, os senhores :

Diretor Presidente : Alfredo Meister Neto, brasileiro, casado, empresário, portador da carteira de identidade nº 286.502, expedida pelo SSP/PR, inscrito no CPF sob o nº 202.058.489-15, domiciliado em São José dos Pinhais/PR

Diretor Financeiro : Fernando Bruning, brasileiro, casado, empresário, carteira de identidade nº 3.144.989-8, expedida pela SSP/PR, inscrito no CPF nº 727.129.889-49, domiciliado em Curitiba/PR

Diretor Administrativo: Talmo Cezar Pedroso, brasileiro, casado, comerciante, portador da carteira de identidade nº 2.225.061, expedida pelo Instituto de Identificação do Estado do Paraná, inscrito no CPF sob o nº 254.917.929-34, residente e domiciliado em Curitiba/PR.

Parágrafo 1º - Somente poderão ser eleitos para membros da Diretoria, brasileiros, residentes no País, acionistas ou não da sociedade.

Parágrafo 2º - Os Diretores serão investidos em seus cargos mediante a assinatura do Termo de Posse lavrado no Livro de "Atas de Reuniões da Diretoria". Se o Termo de Posse não for assinado pelo Diretor eleito, no prazo de 30 (trinta) dias seguintes à eleição, esta torna-se-á sem efeito, salvo justificativa aceita pela Diretoria.

Parágrafo 3º - A Administração e a Direção serão atribuídas exclusivamente a brasileiros residente no País.

Artigo 15º - O prazo de gestão dos membros da Diretoria é de 3 (três) anos, admitida a reeleição.

Parágrafo 1º - O prazo de gestão estender-se-á até a investidura dos novos Diretores eleitos.

Selo de Fiscalização BEL 81973

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Parágrafo 2º - Os membros da Diretoria são dispensados da prestação de garantia de gestão.

Artigo 16º - Compete a Diretoria:

I - Assegurar o pleno funcionamento da sociedade, o cumprimento do presente Estatuto e das deliberações da Assembléia Geral, respeitada a legislação pertinente;

II - Preparar e apresentar à Assembléia Geral, anualmente, os relatórios das atividades sociais;

III - Formular proposta que devam ser levadas à deliberação da Assembléia Geral;

IV - Autorizar a criação, instalação e encerramento de filiais, sucursais, agências, escritórios ou depósitos, com anuência prévia do DAC;

V - Autorizar a alienação de bens do ativo permanente da sociedade e a constituição de ônus reais;

VI - Representar a sociedade ativa e passivamente, em juízo ou fora dele;

VII - Praticar todos os atos necessários ao normal funcionamento da sociedade;

VIII - Fixar o montante dos honorários dos Diretores, por deliberação de todos os seus membros, em reunião formal, sempre que houver necessidade.

Parágrafo Único - Os Diretores, por consenso, elaborarão o Regimento Interno da sociedade e deste constará, inclusive, a competência funcional de cada membro da Diretoria e respectiva área de atuação.

Artigo 17º - Os Diretores se substituirão em seus impedimentos ocasionais. No caso de vacância definitiva de qualquer cargo na Diretoria, os demais Diretores indicarão seu substituto, que exercerá as funções atinentes ao substituído até a realização da próxima Assembléia Geral.

Artigo 18º - Todos os documentos que obriguem a sociedade deverão conter a assinatura de dois Diretores, ou de um Diretor e um Procurador, ou ainda, de dois procuradores com poderes especiais.

Parágrafo Único - É vedado o uso da denominação social em operações estranhas aos interesses sociais, tais como: avais, fianças ou endossos a favor de terceiros, sem prévia anuência da Assembléia Geral.

Selo de Fiscalização BEL 81974

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DENAF 1824

Artigo 19º - A sociedade poderá, por dois de seus diretores, nomear procuradores para representa-la, dentro dos limites dos poderes conferidos nos respectivos mandatos que terão sempre um prazo determinado não superior a um ano, ressalvados apenas os mandatos para fins judiciais que terão duração indeterminada.

CAPÍTULO - V

CONSELHO FISCAL

Artigo 20º - A sociedade terá um Conselho Fiscal, composto de 03 (três) a 05 (cinco) membros, com igual número de suplentes, residentes no País, acionistas ou não, eleitos pela Assembléia Geral.

Parágrafo 1º - O Conselho Fiscal será instalado pela Assembléia Geral, a pedido de acionistas que representem, no mínimo, 1/10 (hum décimo) das ações com direito a voto, e cada período de funcionamento terminará na primeira Assembléia Geral Ordinária após a sua instalação.

Parágrafo 2º - Os membros efetivos do Conselho Fiscal, quando este for instalado, terão direito a uma remuneração que será fixada pela Assembléia Geral.

Certifico que a presente cópia é fotográfica do original que me foi apresentado. Dou fé.
BELO HORIZONTE - MG
30 JUN 2004
Selo de Fiscalização
BEL 81975

CAPÍTULO - VI

EXERCÍCIO SOCIAL E DIVIDENDOS

Artigo 21º - O exercício social terá o seu término no dia 31 de dezembro de cada ano, oportunidade em que serão elaboradas as demonstrações financeiras, obedecidas as normas técnicas e legais aplicáveis.

Artigo 22º - Juntamente com as demonstrações financeiras do exercício, a Diretoria apresentará proposta sobre a destinação do lucro líquido do exercício.

Artigo 23º - Do resultado do exercício serão deduzidos, antes de qualquer participação, os prejuízos porventura acumulados e a provisão para o Imposto de Renda.

Artigo 24º - O lucro líquido do exercício é o resultado que remanescer depois de feitas as deduções de que tratam os Artigos 23º e 25º do presente.

Artigo 25º - Do lucro líquido do exercício, antes de qualquer destinação, 5% (cinco por cento) serão aplicados na constituição da reserva legal, que não excederá de 20% (vinte por cento) do Capital social, destinada a assegurar a integridade do mesmo, e que somente poderá ser utilizada para compensar prejuízos ou aumentar o capital.

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Artigo 26º - A Assembléia Geral poderá, por proposta da Diretoria, destinar parte do lucro líquido à formação de Reservas para contingências com a finalidade de compensar, em exercícios futuros, a diminuição do lucro decorrente de perda julgada provável, cujo o valor possa ser estimado.

Artigo 27º - Por proposta da Diretoria, a Assembléia Geral poderá destinar parte do lucro líquido para constituição de reservas de lucros a realizar, nas hipóteses e limites da lei.

Artigo 28º - Os acionistas têm direito a receber, como dividendos, 25% (vinte e cinco por cento) do lucro líquido do exercício, diminuído ou acrescido dos seguintes valores:

I - Cota destinada à constituição de Reserva Legal;

II - Importância destinada à formação para Reserva de Contingências, e reversão das mesmas reservas formadas em exercícios anteriores e não utilizadas;

III - Lucros a realizar transferido para a constituição da Reserva de Lucros a realizar e Lucros anteriormente registrados nessa Reserva que tenham sido realizados no exercício.

Artigo 29º - A Assembléia Geral deliberará sobre o destino a ser dado ao saldo que ficar, depois de fixado o dividendo.

Artigo 30º - O dividendo previsto neste Estatuto não será obrigatório no exercício social em que os órgãos da Administração informarem à Assembléia Geral Ordinária ser ele incompatível com a situação financeira da sociedade.

Parágrafo Único - Os lucros que deixarem de ser distribuídos nos termos deste artigo, serão registrados como Reserva Especial e, se não absorvidos em exercício subsequentes, deverão ser pagos como dividendos assim que o permitir a situação financeira da sociedade.

Artigo 31º - Por deliberação da Assembléia Geral, mediante proposta da Diretoria e ouvido o Conselho Fiscal, se em funcionamento, desde que não haja oposição de qualquer acionista presente, poderá haver a distribuição de dividendos inferiores ao estabelecido no Artigo 28º, ou a retenção de todo o lucro.

Artigo 32º - A Diretoria, ouvido o Conselho Fiscal, se em funcionamento, poderá determinar a distribuição antecipada de dividendos, com base em Balanço intermediário, "ad referendum" da Assembléia Geral especialmente levantado para tal fim.

Selo de Fiscalização BEL 81978

SERVIÇO NOTARIAL DO 10º OFÍCIO Rua Guajajaras, 465 - Tel.: 213-2950 BELO HORIZONTE - MG 29-11-2000 Conferida e achada conforme documento apresentado. Dou fé TABELIÃO

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DENAF 1827

CAPÍTULO VII

DA DISSOLUÇÃO, DA LIQUIDAÇÃO E DA EXTINÇÃO

Artigo 33º - A sociedade entrará em dissolução, liquidação e extinção nos casos previstos em lei, ou por decisão da Assembléia Geral instalada para tal finalidade.

Parágrafo Único - A Assembléia Geral nomeará o liquidante e determinará o modo de liquidação, elegerá um Conselho Fiscal que deve funcionar durante o período da liquidação.

VII - APROVAÇÃO : Examinadas as propostas e colocadas em votação foram todas aprovadas por unanimidade.

VIII- ENCERRAMENTO: Nada mais havendo a tratar, foi a presente ata lavrada, lida e aprovada, sendo devidamente assinada. Ass.: Jorge Antonio da Silva Luz - Presidente, Keizo Akamatsu - Secretário, e Paulo Roberto Leite Pereira.

Confere com original lavrado em livro próprio,

Rio de Janeiro, 02de MARÇO de 1999.

JORGE ANTONIO DA SILVA LUZ
Presidente

KEIZO AKAMATSU
Secretário da Mesa

PAULO ROBERTO LEITE PEREIRA
Acionista

JUNTA COMERCIAL DO ESTADO DE MINAS GERAIS
CERTIFICO QUE ESTE DOCUMENTO FAZ PARTE INTEGRANTE DO PROCESSO ARQUIVADO EM: 15/05/2001 SOB O NÚMERO: 2605761
NÃO PODENDO SER USADO SEPARADAMENTE.
Protocolo: 011306513
AUGUSTO PIMENTA DE PORTKHO
PELA SECRETARIA GERAL

Poder Judiciário Estado de Minas Gerais Corregedoria Geral de Justiça
Selo de Fiscalização
BEL 81977

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DENAF 1821

MINISTÉRIO DA INDÚSTRIA E DO COMÉRCIO
DEPARTAMENTO NACIONAL DE REGISTRO NO COMÉRCIO

CERTIDÃO SIMPLIFICADA

SISTEMA NACIONAL DE REGISTRO NO COMÉRCIO

CERTIFICAMOS QUE AS INFORMAÇÕES ABAIXO E/OU NO VERSO CONSTAM DOS DOCUMENTOS ARQUIVADOS NESTA JUNTA COMERCIAL.

(01) JUNTA EXPEDIDORA
JUNTA COMERCIAL DO ESTADO DO RIO DE JANEIRO/CERTIDÃO Nº

(02) NOME COMERCIAL
TOTAL LINHAS AÉREAS S/A

[X] MATRIZ
[ ] FILIAL
[ ] ESTRANGEIRA

(03) ENDEREÇO COMPLETO (LOGRADOURO/NUMERO/COMPLEMENTO/BAIRRO/MUNICÍPIO)
Av. Senador Salgado Filho nº 5397, sala D, Bairro Uberaba, Curitiba, Paraná

(04) OBJETO SOCIAL
A exploração dos serviços de transporte Aéreo Regular, de âmbito Regional, de conformidade com as concessões das autoridades competentas. Serviços aéreos não regulares, em todas as modalidades, como serviços de passageiros, cargas, encomendas expressas e malas postais. Serviços especializados de oficina para manutenção de aviões, e helicópteros em geral, próprios e de terceiros, de peças e componentes. Hangaragem de aviões, atendimento de pista, auxilios de embarque e de desembarque. Serviços administrativos, financeiros, comerciais, técnicos e de consultoria relacionados com o objeto da sociedade. Curso de instrução para tripulantes e mecânicos de aviões e helicópteros. Atividades de turismo, hotelaria, restaurante e cozinha de bordo. Importação e exportação, bem como a comercialização no mercado nacional, de aviões e helicópteros e de suas partes e componentes. Participação em outras sociedades, como acionistas ou quotistas.x.x.x

DENAF 1820

x.x.x.

TOTAL LINHAS AÉREAS S/A.

CNPJ/MF Nº 32.068.363/0001-55

COMANDO DA AERONÁUTICA - DEPARTAMENTO DE AVIAÇÃO CIVIL

DENAF 1813

ATA DA 13ª (DÉCIMA TERCEIRA) ASSEMBLÉIA GERAL ORDINÁRIA.

(REALIZADA EM 25 DE ABRIL DE 2003).

DATA, HORA E LOCAL DA REALIZAÇÃO: Aos 25 (vinte e cinco) dias do mês de abril de 2003, as 10:00 horas, reuniram-se na sede social da companhia à Av. Senador Salgado Filho, Nº 5397, sala D, Bairro Uberaba, Curitiba-Paraná, em primeira convocação.

COMPOSIÇÃO DA MESA: Presidente, **Sr. Alfredo Meister Neto** e Secretário **Sr. Fernando Bruning**, o primeiro escolhido por aclamação e o segundo por escolha do Presidente.

PRESENÇAS: Acionistas representando a totalidade do Capital Social, conforme Livro Presença de Acionistas.

COMUNICAÇÃO PRÉVIA: Dispensada a convocação nos termos do Parágrafo Quarto do Artigo 124 da Lei 6404/76.

ORDEM DO DIA: Comunicamos aos Senhores Acionistas que se encontra à disposição na sede da Sociedade, os documentos a que se refere o Art. 133 da Lei 6.404 de 15 de Dezembro de 1976, relativo ao Exercício encerrado em 31 de Dezembro de 2002, e demais demonstrações de resultados, tudo conforme publicações no Jornal do Estado edição de 08 de abril de 2003, página b6, e no Diário Oficial do Estado do Paraná, edição de 11 de abril de 2003, página 7.

De acordo com a proposta da Diretoria, texto esse que foi lido aos presentes, foram tomadas as seguintes deliberações pelo acionistas votantes presentes:

1) Exame, discussão do Relatório da Diretoria, Balanço Geral e demais demonstrações de resultados relativo ao Exercício encerrado em 31 de dezembro de 2002;
2) Destinação do Lucro Líquido do Exercício;
3) Eleição dos membros da Diretoria;
4) Outros assuntos de interesse social.

Em seguida o Senhor Presidente colocou em votação os itens da Assembléia Geral Ordinária , sendo sufragadas as seguintes questões:

1) Foram aprovadas por unanimidade as contas da Diretoria;

2) Decidido que o Lucro Líquido verificado no Exercício no valor de **R$** 77.938,20 (Setenta e sete mil, novecentos e trinta e oito reais e vinte centavos), foi consolidado com os Prejuízos de Exercícios Anteriores,

3) Em face a solicitação do Sr. Presidente, ficou aprovada a eleição da nova Diretoria para o próximo triênio pôr unanimidade a saber:

DIRETOR PRESIDENTE: ALFREDO MEISTER NETO, casado, brasileiro, empresário, residente e domiciliado em São José dos Pinhais, Estado do Paraná, sito a Rua Professor Jorge Mansos Nascimento Teixeira, 397, portador da Cédula de Identidade Registro Geral nº 286.502-5, expedida pelo Instituto de Identificação do Estado do Paraná, inscrito no CPF/MF sob nº 202.058.489-15;

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Fls: 0032
Doc: 3675

SERVIÇO NOTARIAL DO 10º OFÍCIO BELO HORIZONTE
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
BELO HORIZONTE MG 31 AGO 2006
Em test:
Selo de Fiscalização 38363
Antonio Daniel de Oliveira - Tabelião Substituto
Cláudio Alberto R. Araújo - Substituto
Poder Judiciário Tribunal de Justiça do Estado de Minas Gerais Corregedoria Geral de Justiça

3 30

DIRETOR: FERNANDO BRUNING, casado, brasileiro, empresário, residente e domiciliado em Curitiba, Estado do Paraná, sito à Rua General Polli Coelho, nº 407, portador da Cédula de Identidade Registro Geral nº 3.[illegible], expedida pelo Instituto de Identificação do Estado do Paraná, e inscrito no CPF/MF nº 727.129.889-49;

DIRETOR: TALMO CEZAR PEDROSO, brasileiro, casado, empresário, residente e domiciliado em Curitiba, Estado do Paraná, sito a Rua Macapá, 1040, Bairro Tingui, portador da Cédula de Identidade Registro Geral nº 2.225.061, expedida pelo Instituto de Identificação do Estado do Paraná, e inscrito no CPF/MF sob nº 005.801.477-20.

a) A remuneração mensal é de até 25 (vinte e cinco) vezes o valor do limite de isenção na tabela de incidência do Imposto de Renda para os Diretores, os quais em conjunto, farão a distribuição do quantum para cada um.

b) Face a composição da nova Diretoria, os mandatos que expiravam em 05/06/2003, passam a vigorar a partir desta Alteração para término do triênio até **05/06/2006.**

APROVAÇÃO: Todas as deliberações acima foram aprovadas por unanimidade pela Diretoria.

ENCERRAMENTO: Nada mais havendo a tratar, foi a presente ata lavrada, lida e aprovada, sendo devidamente assinada. Ass: **NILSON ADMINISTRADORA DE BENS S/C LTDA, MAIOR ADMINISTRAÇÃO E PARTICIPAÇÕES LTDA, ABADIA EMPREENDIMENTOS E PARTICIPAÇÕES LTDA, IGUAÇU PARTICIPAÇÕES S/C LTDA e ALFREDO MEISTER NETO**.

Confere com original lavrado em livro próprio,

Curitiba, 25 de abril de 2003.

Fernando Bruning
Secretário

JUNTA COMERCIAL DO PARANA
CERTIFICO O REGISTRO EM: 03/07/2003
SOB NÚMERO: 20031789269
Protocolo: 03/178926-9
Empresa: 41 3 0001366 7
TOTAL LINHAS AEREAS SA
MARIA TEREZA LOPES SALOMÃO
SECRETARIA GERAL

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 1033
3875
Doc:

Elaborado por: **Jones Teixeira Júnior**
CPF/MF: 529.067.609-00
TCCRC-Pr. 027426/O-3

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
B.HORIZONTE MG 31 AGO. 2004
Em test.º
Selo de Fiscalização 811 38364
Antônio Daniel de Oliveira - Tabelião
Cláudio Alberto R. Araújo - Tab. Substituto
Cássia Maria de Souza - Tab. Substituto

DENAF

DENAF 1817

SERVIÇO PÚBLICO FEDERAL
DEPARTAMENTO DE AVIAÇÃO CIVIL

Atesto que a presente via da 13ª Assembléia Geral Ordinária, realizada em 25 de abril de 2003, da empresa TOTAL LINHAS AÉREAS S/A, está de acordo com a que se encontra anexada ao processo n.º 07-13/00110/88 do Departamento de Aviação Civil, do Comando da Aeronáutica, **APROVADA** por despacho de 24 de junho de 2003, constando quatro vias, com 02 (duas) folhas, devidamente carimbadas com o sinete do mesmo Departamento.

Rio de Janeiro, 24 de junho de 2003.

COMANDO DA AERONÁUTICA - DEPARTAMENTO DE AVIAÇÃO CIVIL

JEENS ROGERIO KOMNISKI- Advogado
DA SEÇÃO DE ASSUNTOS JURÍDICOS - 2PL-2

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0034
Doc: 3675

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE
Certifico que a presente cópia é idêntica ao original que me foi apresentado.
B.HORIZONTE MG 31 AGO. 2004
Em test° _____ de verdade.
Selo de Fiscalização BII 38365
Antônio Daniel de Oliveira
Cláudio Alberto R. Araujo - Tab. Substituto
Cássia Maria de Souza - Tab. Substituta

32

DENAF 1816

COMANDO DA AERONÁUTICA
DEPARTAMENTO DE AVIAÇÃO CIVIL

TOTAL LINHAS AÉREAS S/A

CNPJ/MF 32.068.363/0001-55

ATA DA REUNIÃO DE DIRETORIA

(Realizada em 19 (dezenove) de dezembro de 2003, mudança de endereço da Filial Belo Horizonte/MG)

Aos 19 (dezenove) dias do mês de dezembro de 2003, às 9:30 horas, em sua sede social na Av. Senador Salgado Filho, 5397, sala D, Bairro Uberaba, Curitiba - Paraná, reuniu-se a Diretoria da **TOTAL LINHAS AÉREAS S/A.** Assumiu a Presidência da reunião o Diretor Presidente Sr. Alfredo Meister Neto, o qual convidou a mim , Talmo Cezar Pedroso Diretor Administrativo para secretariar os trabalhos, constituindo-se assim a mesa. Em prosseguimento com a palavra, o Sr. Presidente disse que convocará a reunião para tratar do assunto alusivo a mudança de endereço da filial na cidade Belo Horizonte – Estado das Minas Gerais. Submetida à apreciação dos Diretores, por unanimidade de votos, deliberou-se a alteração de endereço da filial de Belo Horizonte, que era na Rua Boaventura, 2312, Hangar 06, Bairro Jaraguá , Belo Horizonte/MG, passando através deste ato para **Rua dos Hangares, nº 03, Bairro Itapoã, Pátio Norte – Aeroporto da Pampulha, Belo Horizonte/Minas Gerias.**

Nada mais havendo a tratar, os trabalhos foram suspensos pelo tempo necessário para lavratura desta ata em livro próprio, que depois de lida e achada conforme, vai assinada por todos. **ASS:** Alfredo Meister Neto, Fernando Bruning , Talmo Cezar Pedroso .

Curitiba (Pr), 19 de dezembro de 2003.

ROS nº 03/2005 - CN - CPMI - CORREIOS
Fls 0035
3675
Doc:

Talmo Cezar Pedroso
Secretário

JUNTA COMERCIAL DO ESTADO DE MINAS GERAIS
CERTIFICO O REGISTRO SOB O NRO.: 3168461
DATA: 14/05/2004 PROTOCOLO: 047872683
#TOTAL LINHAS AEREAS S/A#
HÉLIO EUSTÁQUIO EXCELSO JUNQUEIRA
SECRETÁRIO GERAL
MARCOS TITO
PRESIDENTE

SERVIÇO NOTARIAL DO 10º OFICIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
BELO HORIZONTE 15 OUT. 2004
AAC
Poder Judiciário Estado de Minas Gerais Corregedoria Geral de Justiça
Selo de Fiscalização
AUTENTICAÇÃO
AAC 28145
Antonio Daniel de Oliveira - Tabelião
Claudio Alberto R. Araújo - Tab. Substituto
Jobert Macario de Oliveira - Tab. Substituto

JUNTA COMERCIAL DO PARANA
CERTIFICO O REGISTRO EM: 29/04/2004
SOB NÚMERO: 20041019849
Protocolo: 04/101984-9
Empresa:41 3 0001366 7
TOTAL LINHAS AEREAS SA
MARIA THEREZA LOPES SALOMAO
SECRETARIA GERAL

33

DENAF 181

SERVIÇO PÚBLICO FEDERAL
DEPARTAMENTO DE AVIAÇÃO CIVIL

Declaro para os devidos fins que as 04 (quatro) vias originais da Ata da Reunião de Diretoria, realizada em 19 de dezembro de 2004, da empresa TOTAL – Linhas Aéreas., conferem com a via original que se encontra no processo n.º 07.13/00110/88 do Departamento de Aviação Civil, do Comando da Aeronáutica, **APROVADA** por despacho do Chefe do Subdepartamento de Planejamento – SPL, em 14 de janeiro de 2004.

Rio de Janeiro, 10 de março de 2004.

GUSTAVO LUIZ DE FREITAS BUSI – Advogado
SEÇÃO DE ASSUNTOS JURÍDICOS - 2PL-2

SERVIÇO NOTARIAL DO 1º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
B. HORIZONTE 15 OUT. 2004
Antônio Daniel de Oliveira - Tabelião
Cláudia Alberto R. Araújo - Tab. Substituto
Jobert Macário de Oliveira - Tab. Substituto
Antônio Carlos Faria - Esc. Autorizado

Poder Judiciário do Estado de Minas Gerais
Selo de Fiscalização
AUTENTICAÇÃO
AAC 28146

RQS nº 03/2005 - CN - CPMI - CORREIOS
0696
Fls:
Doc. 3675

34

TOTAL LINHAS AÉREAS S/A.

DENAF 1824

CNPJ/MF Nº 32.068.363/0001-55

ATA DA 14ª (DÉCIMA QUARTA) ASSEMBLÉIA GERAL ORDINÁRIA.

(REALIZADA EM 26 DE MARÇO DE 2004).

DATA, HORA E LOCAL DA REALIZAÇÃO: Aos 26 (vinte e seis) dias do mês de março de 2004, as 10:00 horas, reuniram-se na sede social da companhia à Av. Senador Salgado Filho, Nº 5397, sala D, Bairro Uberaba, Curitiba-Paraná, em primeira convocação.

COMPOSIÇÃO DA MESA: Presidente, **Sr. Alfredo Meister Neto** e Secretário **Sr. Fernando Bruning**, o primeiro escolhido por aclamação e o segundo por escolha do Presidente.

PRESENÇAS: Acionistas representando a totalidade do Capital Social, conforme Livro Presença de Acionistas.

COMUNICAÇÃO PRÉVIA: Dispensada a convocação nos termos do Parágrafo Quarto do Artigo 124 da Lei 6404/76.

ORDEM DO DIA: Comunicamos aos Senhores Acionistas que se encontra à disposição na sede da Sociedade, os documentos a que se refere o Art. 133 da Lei 6.404 de 15 de Dezembro de 1976, relativo ao Exercício encerrado em 31 de Dezembro de 2003, e demais demonstrações de resultados, tudo conforme publicações no Jornal do Estado edição de 19 de março de 2004, página b5, e no Diário Oficial do Estado do Paraná, edição de 23 de março de 2004, página 18.

De acordo com a proposta da Diretoria, texto esse que foi lido aos presentes, foram tomadas as seguintes deliberações pelo acionistas votantes presentes:

1) Exame, discussão do Relatório da Diretoria, Balanço Geral e demais demonstrações de resultados relativo ao Exercício encerrado em 31 de dezembro de 2003;
2) Destinação do Lucro Líquido do Exercício;
3) Remuneração aos Diretores;
4) Outros assuntos de interesse social.

Em seguida o Senhor Presidente colocou em votação os itens da Assembléia Geral Ordinária , sendo sufragadas as seguintes questões:

1) Foram aprovadas por unanimidade as contas da Diretoria;

2) Decidido que o Lucro Líquido verificado no Exercício no valor de **R$ 117.731,88**, foi consolidado com os Prejuízos de Exercícios anteriores.

3) Em face à solicitação do Sr. Presidente, ficou aprovada a retirada na Diretoria na forma de Juros sobre o Capital Próprio conforme prevê a Lei 9.430/96, que em reunião conjunta farão a distribuição com base nos resultados mensais apresentados.

APROVAÇÃO: Todas as deliberações acima foram aprovadas por unanimidade pela Diretoria.

RQS nº 03/2005 - CN
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SERVIÇO NOTARIAL DO 16º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
B.HORIZONTE MG 24 NOV. 2004
Antônio Rafael de Oliveira - Tabelião
Cláudio Alberto R. Araújo - Tab. Substituto
Cássio Maria de Souza - Tab. Substituto
Antônio Carlos Faria - Esc. Autorizado

Poder Judiciário do Estado de Minas Gerais
Corregedoria Geral de Justiça
Selo de Fiscalização
AUTENTICAÇÃO
AAP 65671

135

ENCERRAMENTO: Nada mais havendo a tratar, foi a presente ata lavrada, lida e aprovada, sendo devidamente assinada. Ass: **NILSON ADMINISTRADORA DE BENS S/C LTDA, MAIOR ADMINISTRAÇÃO E PARTICIPAÇÕES LTDA, ABADIA EMPREENDIMENTOS E PARTICIPAÇÕES LTDA, IGUAÇU PARTICIPAÇÕES S/C LTDA e ALFREDO MEISTER NETO.**

DENAF

Confere com original lavrado em livro próprio,

Curitiba, 26 de março de 2004.

Fernando Bruning
Secretário

JUNTA COMERCIAL DO PARANA
CERTIFICO O REGISTRO EM: 23/07/2004
SOB NÚMERO: 20042416159
Protocolo: 04/241615-9
Empresa: 41 3 0001366 7
TOTAL LINHAS AEREAS SA
MARIA THEREZA LOPES SALOMAO
SECRETARIA GERAL

RQS nº 03/2005 - CN -
CPMI - CORREIOS
Fls: 0038
3675
Doc:

Elaborado por: **Jones Teixeira Júnior**
CPF/MF: 529.067.609-00
TCCRC-Pr. 027426/O-3

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
B.HORIZONTE 24 NOV. 2004
Antônio Daniel de Oliveira - Tabelião
Cláudia Alberto R. Araújo - Tab. Substituto
Cássia Maria de Souza - Tab. Substituto
Poder Judiciário do Estado de Minas Gerais
Corregedoria Geral de Justiça
Selo de Fiscalização
AUTENTICAÇÃO
AAP 65672

DENAF 101

SERVIÇO PÚBLICO FEDERAL
DEPARTAMENTO DE AVIAÇÃO CIVIL

Atesto que a presente via da Ata da 14ª Assembléia Geral Ordinária , realizada em 26 de março de 2004, da empresa TOTAL Linhas Aéreas S/A, está de acordo com a que se encontra anexada ao processo n.º 07.13/00110/88 , do Departamento de Aviação Civil, do Comando da Aeronáutica, **APROVADA** por despacho do Chefe do Subdepartamento de Planejamento – SPL , em 29 de abril de 2004.

Rio de Janeiro , 29 de abril de 2004.

GUSTAVO LUIZ DE FREITAS BUSI – Advogado
SEÇÃO DE ASSUNTOS JURÍDICOS - 2PL-2

JUNTA COMERCIAL DO PARANÁ
POSTO AVANÇADO SEBRAE

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado.Dou fé.
B.HORIZONTE MG 2 NOV. 2004

Selo de Fiscalização AUTENTICAÇÃO AAP 65873

3675
Doc:

DENAF 1111

res e AUTORIZO a despesa no valor total estimado de R$3.600,00(três mil e seiscentos reais), em favor da Companhia Pernambucana de Saneamento COMPESA.

Em 16 de janeiro de 1996
NOÉ DE PAULA RAMOS JUNIOR
Chefe do Serviço de Suprimentos e Serviços Gerais

RATIFICO o ato acima, nos termos do Artigo 26 da Lei nº 8.666/93 e alterações posteriores.

Em 16 de janeiro de 1996
JOSÉ TINOCO MACHADO DE ALBUQUERQUE
Superintendente

Processo nº 35205.000826/95. ASSUNTO: Prestação de fornecimento de energia elétrica para a UAL, PAF e PSS na cidade de Arcoverde-PE. DECISÃO : Com base no Art. 5º da PT/MPS nº 253/280593 e no Telex CISET nº 001/93, APROVO a Inexigibilidade de Licitação nº 007/96, com fundamento no Inci so I do Art. 25 da Lei nº 8.666/93 e alterações posteriores e AUTORIZO a despesa no valor total estimado de R$6.268,20(seis mil,duzentos e sessenta e oito reais e vinte centavos), em favor da Companhia Energética de Pernambuco-CELPE.

Em 16 de janeiro de 1996
NOÉ DE PAULA RAMOS JUNIOR
Chefe do Serviço de Suprimentos e Serviços Gerais

RATIFICO o ato acima, nos termos do artigo 26 da Lei nº 8.666/93 e alterações posteriores.

Em 16 de janeiro de 1996
JOSÉ TINOCO MACHADO DE ALBUQUERQUE
Superintendente

(Of. nº 25/96)

Serviço de Suprimentos e Serviços e Gerais

DESPACHOS

Processo nº 35208.000002/96. ASSUNTO: Prestação de serviços de fornecimento de energia elétrica par a UAL, PAF e PSS nas cidades de São Joaquim do Monte, Belo Jardim e Caruaru-PE. DECISÃO: Com base no Art.5º da PT/MPS nº 253/280593 e no Telex CISET nº 001/93, APROVO a Inexigibilidade de Licitação nº 05/96, com fundamento no Inciso I do Art. 25 da Lei nº 8.666/93 e alteraçoes posteriores e AUTORIZO a despesa no valor total estimado de R$27.000,00(vinte e sete mil reais), em favor da Companhia Energética de Pernambuco-CELPE.

Em 16 de janeiro de 1996
NOÉ DE PAULA RAMOS JUNIOR
Chefe do Serviço de Suprimentos e Serviços Gerais

RATIFICO o ato acima, nos termmos do Artigo 26 da Lei nº 8.666/93, e alterações posteriores

Em 16 de janeiro de 1996
NOÉ DE PAULA RAMOS JUNIOR
Chefe do Serviço

(Of. nº 25/96)

Ministério da Aeronáutica

GABINETE DO MINISTRO

PORTARIA Nº 50/GM1, DE 22 DE JANEIRO DE 1996

Cria a Comissão de Ética do Servidor Civil do Ministério da Aeronáutica.

O MINISTRO DE ESTADO DA AERONÁUTICA, no uso de atribuição que lhe confere o artigo 87, parágrafo único, inciso II, da Constituição Federal, tendo em vista o disposto no artigo 2º do Decreto nº 1.171, de 22 de junho de 1994, e considerando o que consta no Processo nº 04-01/0574/94, resolve:

Art 1º Criar, no Ministério da Aeronáutica, a Comissão de Ética do Servidor Civil do Ministério da Aeronáutica - CESCMAER, com a finalidade de formar a consciência ética na conduta do servidor civil, assim como orientar sobre ética profissional no tratamento com as pessoas e com o patrimônio público.

Art 2º A CESCMAER é diretamente subordinada ao Comandante-Geral do Pessoal.

Art 3º A CESCMAER é composta por três servidores civis, pertencentes ao Quadro de Pessoal do Ministério da Aeronáutica, como titulares.

§ 1º Outros três servidores serão designados como suplentes da referida comissão.

§ 2º Tanto os titulares como os suplentes serão indicados pelo Comandante-Geral do Pessoal e designados por portaria ministerial.

Art 4º As atribuições da CESCMAER serão definidas em seu Regimento Interno.

§ 1º O COMGEP deverá eprovar o Regimento Interno da CESCMAER no prazo de 120 (cento e vinte) dias, a contar da data de publicação desta portaria.

Art 5º Esta Portaria entra em vigor na data de sua publicação.

Art 6º Revoga-se a Portaria nº 929/GM1, de 15 de dezembro de 1994.

LÉLIO VIANA LÔBO

PRODIÁRIOS

PORTARIA Nº 63/GM5, DE 22 DE JANEIRO DE 1996

Outorga concessão à empresa TOTAL LINHAS AÉREAS S.A. para explorar o transporte aéreo regular.

O MINISTRO DE ESTADO DA AERONÁUTICA, no uso da atribuição que lhe confere o artigo 87, parágrafo único, inciso II da Constituição, e tendo em vista o disposto no artigo 3º do Decreto nº 78.690, de 11 de novembro de 1975, resolve:

Art. 1º Outorgar concessão à empresa TOTAL LINHAS AÉREAS S.A. para explorar os serviços de transporte aéreo regular de passageiros e/ou cargas, dentro do território nacional.

Parágrafo único. A empresa de que trata este artigo é qualificada como empresa de transporte aéreo regular, de âmbito regional.

Art. 2º A exploração de linhas regulares dependerá de parecer da Comissão de Linhas Aéreas.

Art. 3º A concessão será objeto de contrato a ser celebrado com o Departamento de Aviação Civil, dentro do prazo de 30 (trinta) dias, a contar da data de publicação desta Portaria.

Art. 4º Na aprovação das linhas, o Departamento de Aviação Civil deverá observar, em princípio, a igualdade de oportunidade e de competição equilibrada entre todas as concessionárias, de modo que nenhuma delas, ou associação entre elas, tenha participação superior a 50% (cinquenta por cento) da oferta instalada no segmento de transporte aéreo nacional.

Art. 5º Todos os contratos, convênios, acordos ou ajustes celebrados pela concessionária, como empresa de transporte aéreo, deverão ser aprovados pelo Departamento de Aviação Civil, antes de serem dados à execução, desde que tenham relação direta com as operações de vôos dos serviços concedidos.

Art. 6º A concessionária ficará sujeita às leis, regulamentos, instruções e portarias vigentes ou que vierem a vigorar, aplicáveis ou relacionadas com os serviços concedidos.

Art. 7º Esta Portaria entra em vigor na data de sua publicação, revogadas as disposições em contrário.

LÉLIO VIANA LÔBO

(Of. nº 12/96)

COMANDO-GERAL DO AR

III Comando Aéreo Regional

DESPACHOS

Tendo em vista o contido no Termo de Justificativa de Enquadramento de despesas Nº 8/1995, resolvo considerar inexigível a licitação no valor de R$ 17.820,80, fundamentada no Inciso II do Artigo 25 da lei 8666/93 e alterações posteriores, para confecção de cartões de identificação em papel filigranado colado em formulário contínuo, 58x95 mm em favor da Firma CASA DA MOEDA DO BRASIL.

Rio de Janeiro, 22 de dezembro de 1995
Cel Int SÉRGIO VILELA RODRIGUES
Agente Diretor

Ratifico a inexigibilidade acima, nos termos propostos, por atender aos requisitos legais em vigor, nos termos do Artigo 26 da Lei Nº 8666/93 e alterações posteriores.

Rio de Janeiro, 28 de dezembro de 1995
Maj Brig do Ar ANTÔNIO JOAQUIM DA SILVA GOMES JÚNIOR
Comandante

(Of. nº 42/96)

IMPRENSA NACIONAL
Trabalhando por um serviço com a qualidade que sua tradição requer
Empenhada em oferecer opções ao leitor e facilitar a aquisição dos seus produtos, a IMPRENSA NACIONAL instalou, recentemente, um ESTANDE PERMANENTE DE VENDAS no SENADO FEDERAL.
Em frente a agência do Banco do Brasil.
VISITE NOS!

AUTENTICAÇÃO
Certifico que a presente fotocopia é reprodução fiel do documento original que me foi apresentado.
Lei 13.228 de 18/01/2001 - Dou 19
FUNARPEN SELO DE AUTENTICIDADE
TABELIONATO DE NOTAS AZV74603
Cartório Distrital de UBERABA
OTBA UBERABA
26 OUT. 2004
Patrícia Lazzarotto - Escrivã
Ferreira - Escrevente
Salgado Filho - José Guabiroba
Curitiba - PR
CPMI - CORREIOS nº 03/2005 - CN
Fls: 0040
3675
38

DENAF 1812

TOTAL
LINHAS AÉREAS S.A.

DOCUMENTOS RELATIVOS
À
QUALIFICAÇÃO ECONÔMICA

1 – Balanço Patrimonial e Demonstrações Contábeis do último exercício social ;

2 – Demonstrativo do ÍSG ; ILC e ILG ;

3 – Via original da publicação no Diário Oficial do Paraná , dia 23/03/04 , 3ª feira , página 18 ;

4 – Cópia autenticada da publicação no Jornal do Estado , dia 19/03/04 , 6ª feira , página b5 ;

5 – Certidão Negativa de Falência e Concordata .

RQS nº 03/2005 - CN
CPMI - CORREIOS
Fls: 0041
3675
Doc:

39

DENAF 1104

TOTAL LINHAS AÉREAS

CNPJ/MF Nº 32.068.383/0001-55

RELATÓRIO DA DIRETORIA

Senhores Acionistas:

Em cumprimento ás disposições legais e estatutárias, apresentamos á apreciação do Senhores Acionistas, o **BALANÇO PATRIMONIAL**, relativo ao exercício financeiro encerrado em 31 de Dezembro de 2003, de acordo com os preceitos legais. Colocamo-nos a disposição dos Senhores Acionistas para quaisquer esclarecimentos adicionais que se façam necessários, além das informações contidas nas Notas Explicativas.

A DIRETORIA

Curitiba (Pr.), fevereiro de 2004.

BALANÇO PATRIMONIAL ENCERRADO EM 31 DE DEZEMBRO DE 2003.

ATIVO	R$ 2.003	R$ 2.002
CIRCULANTE		
Caixa	31.474,93	19.699,63
Bancos	7.130,94	15.384,90
Clientes	7.470.385,85	6.972.352,74
Cias Congeneres	209.243,06	20.636,28
(-) Duplic Descontada	988.431,87	0,00
Adto a Funcionários	67.188,03	36.411,79
Despesas Antecipadas	112.908,34	0,00
Tit e Val Mobiliários	0,00	12.071,00
Impostos a Recuperar	1.811.667,70	706.853,72
Adto a Fornecedores/Imp.	828.146,55	1.219.466,73
Estoques	8.882.397,03	7.940.058,85
Premios de Seguros	2.840.489,21	4.594.020,11
Outras Contas	60.172,36	33.422,89
TOTAL DO CIRCULANTE	**21.332.772,15**	**21.570.378,64**
REALIZÁVEL A LONGO PRAZO		
Dep/Cauções	5.488.035,40	5.087.520,00
Tit e Val Mobiliários	9.741,17	9.741,17
Despesas Antecipadas	4.345.320,32	3.022.647,32
Outros Val a Receber	198.886,66	188.911,52
TOTAL REALIZ. LONGO PRAZO	**10.041.983,55**	**8.308.820,01**
PERMANENTE		
INVESTIMENTOS	**6.056.404,08**	**5.357.800,70**
Particip Permun Empresas	3.508.270,41	3.553.893,32
Adto Futuro Aumento Cap.	2.548.133,67	1.803.907,38
IMOBILIZADO	**4.273.630,73**	**1.787.563,85**
Bens em Operação	2.580.558,35	1.752.092,59
Imobilizações em Andamento	2.650.677,13	707.859,65
(-) Depreciações	957.604,75	672.388,39
TOTAL DO PERMANENTE	**10.330.034,81**	**7.145.364,55**
TOTAL DO ATIVO.....	**41.704.790,51**	**37.024.563,20**

PASSIVO	R$ 2.003	R$ 2.002
CIRCULANTE		
Fornecedores	17.001.370,66	11.024.183,51
Emprést Bancários	5.142.834,00	3.443.901,88
Salários e Contr Sociais	1.105.503,25	3.215.103,54
Obrigações Tributárias	4.379.578,65	5.439.086,67
Prov IRPJ/Cont Social	7.816,06	0,00
Provisões Sociais	1.141.790,86	903.495,65
Seguros	2.674.996,04	4.323.208,29
Reservas de Manutenção	2.022.623,22	2.395.483,13
Impostos Parcelados	1.620.595,54	1.102.808,52
Arrecadação Terceiros	209.703,63	62.297,77
Transporte a Executar	1.058.020,92	547.473,74
Outras Contas	16.339,52	0,00
TOTAL DO CIRCULANTE	**36.381.172,35**	**32.457.042,70**
EXIGÍVEL A LONGO PRAZO		
Prov I.R. Diferido	0,00	8.072,57
Impostos Parcelados	2.411.147,23	1.764.708,88
TOTAL DO EXIG. L. PRAZO	**2.411.147,23**	**1.772.781,45**
PATRIMÔNIO LÍQUIDO		
Capital Social	4.000.000,00	4.000.000,00
Reservas de Capital	647.605,86	650.257,83
Reserva de Lucro	7.828,83	5.176,86
Lucros Acumulados	(1.742.963,76)	(1.860.695,64)
TOTAL DO PATR. LÍQUIDO	**2.912.470,93**	**2.794.739,05**
TOTAL DO PASSIVO.....	**41.704.790,51**	**37.024.563,20**

RQS nº 03/2005 - CN - CPMI - CORREIOS
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SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
B.HORIZONTE MG 22 NOV 2004
Poder Judiciário do Estado de Minas Gerais Corregedoria Geral de Justiça
Selo de Fiscalização AUTENTICAÇÃO AAP 62951
Antônio Daniel de Oliveira - Tabelião
Cláudio Alberto R. Arabio - Tab. S. Substituto
Cássia Maria de Nunes - Tab. S. Substituta
Antonio Carlos Faria - Esc. Autorizado

DENAF 807

DEMONSTRATIVO DO RESULTADO DOS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 e 2002.

	R$ 2.003	R$ 2.002
RECEITA BRUTA		
De Serviços	103.958.190,50	87.838.573,51
(-) Ded Receita Bruta	5.008.803,83	3.751.031,92
RECEITA OPER LÍQUIDA	**98.949.386,67**	**84.087.541,59**
(-) Custos Serv. Prestados	58.511.366,10	56.768.861,53
LUCRO BRUTO	**40.438.020,57**	**27.318.680,06**
DEPESAS OPERACIONAIS		
Despesas Administrativas	(16.289.009,41)	(13.138.840,32)
Outras Desp Operacionais	(659.358,06)	(1.432.193,79)
Outras Rec Operacionais	386.973,43	488.991,48
Resultado do Negócio	**23.876.626,53**	**13.236.637,43**
Despesas Financeiras	(3.415.956,05)	(1.860.590,13)
Receitas Financeiras	79.290,39	98.355,37
Arrendamentos	(20.914.971,24)	(21.634.270,38)
Variações Monet Ativas	3.751.330,90	9.237.981,60
Variações Monet Passivas	(3.189.702,04)	(4.020.922,68)
RESULTADO OPERACIONAL	**186.618,49**	**(4.942.808,79)**
Resultado Não Operacional	26.338,79	5.064.518,60
Resultado Equival Patrimononial	(45.622,91)	(14.561,26)
RESULT ANTES DA PROV DO IR	**167.334,37**	**107.148,55**
Provisão da Contrib. Social	(18.439,63)	(10.953,88)
Provisão do Imposto de Renda	(31.162,86)	(26.196,04)
Reversão da Prov do IR Diferido	0,00	7.939,57
RESULTADO DO EXERCÍCIO	**117.731,88**	**77.938,20**

DEMONSTRAÇÃO DAS ORIGENS E APLICAÇÕES DE RECURSOS DO EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 e 2002.

	R$ 2.003	R$ 2.002
ORIGENS DOS RECURSOS		
Lucro Líquido do Exercício	117.731,88	77.938,20
Depreciações e Amortizações	285.216,36	935.639,53
Equivalencia Patrimonial	(45.622,91)	(14.561,26)
Valor Resid do Bens Baixados	(99.627,12)	6.317.354,33
TOTAL DAS ORIGENS	**257.698,21**	**7.316.370,80**
APLICAÇÕES DOS RECURSOS		
Aumento do Ativo Imobilizado	828.465,76	9.512.294,95
Aumento do Exig Longo Prazo	638.365,78	5.361.329,62
Adto Futuro Aumento de Cap	744.226,29	1.803.907,38
Investimento em Outras Empresas	0,00	3.553.893,32
Aumento do Realizável L.P.	1.733.163,54	(4.033.557,97)
TOTAL DAS APLICAÇÕES	**3.944.221,37**	**16.197.867,30**
VARIAÇÃO CAP CIRCULANTE	**3.686.523,16**	**(8.881.496,50)**
ATIVO CIRCULANTE		
No Inicio do Exercício	21.570.378,64	16.826.549,68
No Final do Exercício	21.332.772,15	21.570.378,64
	(237.606,49)	4.743.828,96
PASSIVO CIRCULANTE		
No Início do Exercício	32.457.042,70	18.831.717,24
No Final do Exercício	36.381.172,35	32.457.042,70
	3.924.129,65	13.625.325,46
VARIAÇÃO CAP CIRCULANTE	**3.686.523,16**	**(8.881.496,50)**

SERVIÇO NOTARIAL DO 16º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
B.HORIZONTE MG 22 NOV. 2004
Selo de Fiscalização AUTENTICAÇÃO AAP 52952
Poder Judiciário do Estado de Minas Gerais Corregedoria Geral de Justiça
Antônio Manoel de Oliveira - Tabelião
Cláudio Alberto R. Araújo - Tab. Substituto
Cássia Maria de Souza - Tab. Substituta
Antônio Carlos Faria - Esc. Autorizado

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DEMONSTRAÇÃO DA MUTAÇÃO DO PATRIMÔNIO LÍQUIDO DOS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 e 2002.

	CAPITAL SOCIAL	RESERVAS DE CAPITAL	RESERVAS DE LUCROS	LUCROS ACUMULADOS	TOTAL
SALDOS EM 31/12/2001	4.000.000,00	650.257,83	5.176,66	(1.938.633,84)	2.716.900,65
Lucro Líquido do Exercício	0,00	0,00	0,00	77.938,20	77.938,20
SALDOS EM 31/12/2002	4.000.000,00	650.257,83	5.176,66	(1.860.695,64)	2.794.739,05
Lucro Líquido do Exercício	0,00	0,00	0,00	117.731,88	117.731,88
SALDOS EM 31/12/2003	4.000.000,00	650.257,83	5.176,66	(1.742.963,76)	2.912.470,93

NOTAS EXPLICATIVAS AS DEMONSTRAÇÕES FINANCEIRAS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 e 2002 (em reais).

1. CONTEXTO OPERACIONAL:
A companhia opera mediante a concessão e autorização dos poderes públicos competentes no transporte aéreo em geral de malas postais domésticas, internacionais e vôos regulares, pela execução de linhas relacionadas com a navegação aérea.

2. APRESENTAÇÃO DAS DEMONSTRAÇÕES FINANCEIRAS E PRINCIPAIS PRÁTICAS CONTÁBEIS:
As demonstrações financeiras foram elaboradas em conformidade com as disposições contidas na Lei das Sociedades por ações (Lei 6.404 de 15/12/1976), respectivas alterações na legislação tributária e os critérios específicos de padronização contábil do Departamento de Aviação Civil-DAC aplicáveis as Empresas Brasileiras de Transportes Aéreo Regular. Foram os seguintes, em resumo, os critérios adotados para a elaboração dessas demonstrações financeiras:

3. BALANÇO PATRIMONIAL
O Ativo Permanente abrange a depreciação do imobilizado, realizada pelo método linear, levando em conta a vida útil e econômica dos bens sendo absorvida no custo dos serviços.
a) As receitas e despesas são contabilizadas pelo regime de competência.
b) Os ativos realizáveis e passivos exigíveis, em prazo inferior a 360 dias estão classificados como Circulante

4. SEGUROS:
Todas as aeronaves estão seguradas nas modalidades de Casco/Guerra, Responsabilidade Civil (FGU) e Sobressalentes, conforme valores estipulados pelo IRB BRASIL RE.
Os valores de seus respectivos prêmios foram levados a conta de Ativo, para serem apropriados mensalmente "pro-rata-temporis" ao custo.

5. IMOBILIZADO TÉCNICO:
O imobilizado técnico próprio está demonstrado ao custo de aquisição, e apresentam as seguintes composições:

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentada. Dou fé.
B.HORIZONTE MG 12 NOV. 2004
Selo de Fiscalização
AUTENTICAÇÃO
AAP 62953
Tabelião
Tab. Substituto
Tab. Substituta
Esc. Autorizado
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IMOBILIZADOS	CUSTO	DEPRECIAÇÃO ACUMULADA	LÍQUIDOS
Equipamento Terrestre	235.391,20	57.455,45	177.935,75
Instalações	10.850,92	4.732,55	6.118,37
Máq. Aparelhos Técnicos	221.611,87	94.034,00	127.577,87
Veículos	57.801,49	26.339,82	31.461,67
Móveis e Utensílios	499.988,50	81.441,70	418.546,80
Computadores e Periféricos	497.792,71	206.591,89	291.200,82
Ferramentas	225.114,94	60.209,68	164.905,26
Equipamento de Comunicação	44.708,05	27.642,06	17.065,99
Software	488.775,55	219.667,27	269.108,28
Imobilizações em Curso	2.650.677,13	0,00	2.650.677,13
Outras Imobilizações	298.523,12	179.490,33	119.032,79
TOTAIS	5.231.235,48	957.604,76	4.273.630,73

6. LEASING OPERACIONAL:

a) A companhia mantém compromissos sob a modalidade de "Leasing Operacional" de 07 (sete) aeronaves ATR-42-300 e 03 (tres) aeronaves Boeing 727-200F.

b) Os valores destes contratos, bem como, os equipamentos envolvidos não são incorporados aos Ativos da companhia, sendo os ATR-42-300 e os Boeing 727-200 Leasing sem opção de compra.

c) Em 2003 o custo do arrendamento das aeronaves totalizaram R$ 20.914.971,24 , sendo mensalmente reconhecido no resultado.

7. OBRIGAÇÕES FINANCEIRAS:

Apresenta a seguinte constituição:

Curto Prazo:	2003 Em Reais	2002 Em Reais
a) Capital de Giro - Moeda Nacional.....	5.142.834,00	3.443.901,88
TOTAL.....	5.142.834,00	3.443.901,88

a) Os empréstimos tomados a curto prazo, vencem juros e correções às taxas normais de mercado e são realizáveis em prazos inferiores a 360 dias.

8. PATRIMÔNIO LÍQUIDO:

a) O Capital Social subscrito em 31/12/2003 é de R$ 4.000.000,00, e é composto de 4.000.000 ações ordinárias nominativas, todas com direito a voto.

ALFREDO REIS FERREIRO
CPF: 202.956.486-15
DIRETOR PRESIDENTE

FERNANDO BRONING
CPF: 727.129.889-49
DIRETOR

TALMO CEZAR PEDROSO
CPF: 554.917.929-34
DIRETOR

JONES TEIXEIRA JÚNIOR
CPF: 529.067.606-00
TCCRC-Pr. 027426/O-3

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
BELO HORIZONTE MG 22 NOV. 2004
Antonio Gabriel de Oliveira - Tabelião
Claudio Alberto H. Araújo - Tab. Substituto
Cassia Maria de Souza - Tab. Substituta
Antonio Carlos Faria - Esc. Autorizado

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TOTAL LINHAS AÉREAS S.A

CNPJ/MF Nº 32.068.363/0001-55

RELATÓRIO DA DIRETORIA

Senhores Acionistas:

Em cumprimento às disposições legais e estatutárias, apresentamos à apreciação de Senhores Acionistas o BALANÇO PATRIMONIAL relativo ao exercício financeiro encerrado em 31 de Dezembro de 2003, de acordo com os preceitos legais. Colocamo-nos à disposição de Senhores Acionistas para quaisquer esclarecimentos adicionais que se façam necessários além das informações contidas nas Notas Explicativas.

A DIRETORIA

Curitiba (Pr.), fevereiro de 2004

BALANÇO PATRIMONIAL ENCERRADO EM 31 DE DEZEMBRO DE 2003

ATIVO	R$ 2.003	R$ 2.002
CIRCULANTE		
Caixa	31.474,95	19.699,63
Bancos	7.130,94	15.384,90
Clientes	7.470.385,85	6.972.352,74
Cias Congeneres	209.243,06	20.636,28
(-) Duplic Descontada	988.431,87	0,00
Adto a Funcionários	67.188,03	36.411,79
Despesas Antecipadas	112.908,34	0,00
Tit e Val Mobiliários	0,00	12.071,00
Impostos a Recuperar	1.811.667,70	706.853,72
Adto a Fornecedores/Imp.	828.146,55	1.219.466,73
Estoques	8.882.397,03	7.940.058,85
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Outras Contas	60.172,36	33.422,89
TOTAL DO CIRCULANTE	21.332.772,15	21.570.378,64
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Tit e Val Mobiliários	9.741,17	9.741,17
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Outros Val a Receber	198.886,66	188.911,52
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Particip Permas Empresas	3.508.270,41	3.553.893,32
Adto Futuro Aumento Cap.	2.548.133,67	1.803.907,38
IMOBILIZADO	4.373.640,73	1.787.563,85
Bens em Operação	2.580.558,35	1.752.092,59
Imobilizações em Andamento	2.650.677,13	707.859,65
(-) Depreciações	957.604,75	672.388,39
TOTAL DO PERMANENTE	10.330.044,81	7.145.364,55
TOTAL DO ATIVO.....	41.704.790,51	37.024.563,20

PASSIVO	R$ 2.003	R$ 2.002
CIRCULANTE		
Fornecedores	17.001.370,66	11.024.183,51
Emprést Bancários	5.142.834,00	3.443.901,88
Salários e Contr Sociais	1.105.503,25	3.215.103,54
Obrigações Tributárias	4.379.578,65	5.439.086,67
Prov IRPJ/Cont Social	7.816,06	0,00
Provisões Sociais	1.141.790,86	903.495,65
Seguros	2.674.996,04	4.323.208,29
Reservas de Manutenção	2.022.623,22	2.395.483,13
Impostos Parcelados	1.620.595,54	1.102.808,52
Arrecadação Terceiros	209.703,63	62.297,77
Transporte a Executar	1.058.020,92	547.473,74
Outras Contas	16.339,52	0,00
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Prov I.R. Diferido	0,00	8.072,57
Impostos Parcelados	2.411.147,23	1.764.708,88
TOTAL DO EXIG. L. PRAZO	2.411.147,23	1.772.781,45
PATRIMÔNIO LÍQUIDO		
Capital Social	4.000.000,00	4.000.000,00
Reservas de Capital	647.605,86	650.257,83
Reserva de Lucro	7.828,83	5.176,86
Lucros Acumulados	(1.742.963,76)	(1.860.695,64)
TOTAL DO PATR. LÍQUIDO	2.912.470,93	2.794.739,05
TOTAL DO PASSIVO.....	41.704.790,51	37.024.563,20

NOTAS EXPLICATIVAS AS DEMONSTRAÇÕES FINANCEIRAS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 e 2002 (em reais)

1. CONTEXTO OPERACIONAL:
A companhia opera mediante a concessão e autorização dos poderes públicos competentes ao transporte aéreo em geral de malas postais domésticas, internacionais e vôos regulares, pela execução de linhas relacionadas com a navegação aérea.

2. APRESENTAÇÃO DAS DEMONSTRAÇÕES FINANCEIRAS E PRINCIPAIS PRÁTICAS CONTÁBEIS:
As demonstrações financeiras foram elaboradas em conformidade com as disposições contidas na Lei das Sociedades por ações (Lei 6.404 de 15/12/1976), respectivas alterações na legislação tributária e os critérios específicos de padronização contábil do Departamento de Aviação Civil-DAC aplicaveis as Empresas Brasileiras de Transportes Aéreo Regular. Foram os seguintes, em resumo, os critérios adotados para a elaboração dessas demonstrações financeiras:

3. BALANÇO PATRIMONIAL
O Ativo Permanente abrange a depreciação do Imobilizado, realizada pelo método linear, levando em conta a vida útil e econômica dos bens sendo absorvida no custo dos serviços.
a) As receitas e despesas são contabilizadas pelo regime de competência.
b) Os ativos realizáveis e passivos exigíveis, em prazo inferior a 360 dias estão classificados como Circulante

4. SEGUROS:
Todas as aeronaves estão seguradas nas modalidades de Casco/Guerra, Responsabilidade Civil (RGU) e Sobressalentes, conforme valores estipulados pelo IRB BRASIL RE.
Os valores de seus respectivos prêmios foram levados a conta de Ativo, para serem apropriados mensalmente pro-rata-temporis" ao custo.

5. IMOBILIZADO TÉCNICO:
O imobilizado técnico próprio está demonstrado ao custo de aquisição, e apresentam as seguintes composições:

IMOBILIZADOS	CUSTO	DEPRECIAÇÃO ACUMULADA	LÍQUIDOS
Equipamento Terrestre	235.391,20	57.455,45	177.935,75
Instalações	10.850,92	4.732,55	6.118,37
Máq. Aparelhos Técnicos	221.611,87	94.034,00	127.577,87
Veículos	57.801,49	26.339,82	31.461,67
Móveis e Utensílios	449.988,50	81.441,70	418.546,80
Computadores e Periféricos	497.792,71	206.591,89	291.200,82
Ferramentas	225.114,94	60.209,68	164.905,26
Equipamento de Comunicação	44.708,05	27.642,06	17.065,99
Software	488.775,55	219.667,27	269.108,28
Imobilizações em curso	2.650.677,13	0,00	2.650.677,13
Outras Imobilizações	298.523,12	179.490,33	119.032,79
TOTAIS	5.231.235,48	957.604,75	4.273.630,73

6. LEASING OPERACIONAL:
a) A companhia mantém compromissos sob a modalidade de "Leasing Operacional" de 07 (sete) aeronaves ATR-42-300 e 03 (tres) aeronaves Boeing 727-200F.
b) Os valores destes contratos, bem como, os equipamentos envolvidos não são incorporados aos Ativos da companhia, sendo os ATR-42-300 e os Boeing 727-200 Leasing sem opção de compra.
c) Em 2003 o custo do arrendamento das aeronaves totalizaram R$ 20.914.971,24, sendo mensalmente reconhecido no resultado.

7. OBRIGAÇÕES FINANCEIRAS:
Apresenta a seguinte constituição:

Curto Prazo:	2003 Em Reais	2002 Em Reais
a) Capital de Giro - Moeda Nacional	5.142.834,00	3.443.901,88
TOTAL	5.142.834,00	3.443.901,88

a) Os empréstimos tomados a curto prazo, vencem juros e correções às taxas normais de mercado e são realizáveis em prazos inferiores a 360 dias.

8. PATRIMÔNIO LÍQUIDO:
a) O Capital Social subscrito em 31/12/2003 é de R$ 4.000.000,00, e é composto de 4.000.000 ações ordinárias nominativas, todas com direito a voto.

ALFREDO MEISTER NETO CPF: 202.058.489-15 DIRETOR PRESIDENTE	*TALMO CEZAR PEDROSO* CPF: 254.917.929-34 DIRETOR
FERNANDO BRUNING CPF: 727.129.889-49 DIRETOR	*JONES TEIXEIRA JÚNIOR* CPF: 529.067.609-00 TCCRC-Pr. 027436/O-3

DEMONSTRATIVO DO RESULTADO DOS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 E 2002

	R$ 2.003	R$ 2.002
RECEITA BRUTA		
De Serviços	103.958.190,50	87.838.573,51
(-) Ded Receita Bruta	5.008.803,83	3.751.031,92
RECEITA OPER LÍQUIDA	98.949.386,67	84.087.541,59
(-) Custos Serv. Prestados	58.511.366,10	56.768.861,53
LUCRO BRUTO	40.438.020,57	27.318.680,06
DEPESAS OPERACIONAIS		
Despesas Administrativas	(16.289.009,41)	(13.138.840,32)
Outras Desp Operacionais	(659.358,06)	(1.432.193,79)
Outras Rec Operacionais	386.973,43	488.991,48
Resultado/o Negócio	23.876.626,53	13.236.637,43
Despesas Financeiras	(3.415.956,05)	(1.860.590,13)
Receitas Financeiras	79.290,39	98.355,37
Arrendamentos	(20.914.971,24)	(21.634.270,38)
Variações Monet Ativas	3.751.330,90	9.237.981,60
Variações Monet Passivas	(3.189.702,04)	(4.020.922,68)
RESULTADO OPERACIONAL	186.618,49	(4.942.808,79)
Resultado Não Operacional	26.338,79	5.064.518,60
Resultado Equival Patrimononial	(45.622,91)	(14.561,26)
RESULTANTES DA PROVOOIR	167.334,37	107.148,55
Provisão da Contrib. Social	(18.439,63)	(10.953,88)
Provisão do Imposto de Renda	(31.162,86)	(26.196,04)
Reversão da Prov do IR Diferido	0,00	7.939,37
RESULTADO DO EXERCÍCIO	117.731,88	77.938,20

DEMONSTRAÇÃO DAS ORIGENS E APLICAÇÕES DE RECURSOS DOS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 E 2002

	R$ 2.003	R$ 2.002
ORIGENS DOS RECURSOS		
Lucro Líquido do Exercício	117.731,88	77.938,20
Depreciações e Amortizações	285.216,36	935.639,53
Equivalencia Patrimonial	(45.622,91)	(14.561,26)
Valor Resid de Bens Baixados	(99.627,12)	6.317.354,33
TOTAL DAS ORIGENS	257.698,21	7.316.370,80
APLICAÇÕES DOS RECURSOS		
Aumento do Ativo Imobilizado	828.465,76	9.512.294,95
Aumento do Exig Longo Prazo	638.365,78	5.361.329,62
Adto Futuro Aumento de Cap	744.226,29	1.803.907,38
Investimento em Outras Empresas	0,00	3.553.893,32
Aumento do Realizável L.P.	1.733.163,54	(4.033.557,97)
TOTAL DAS APLICAÇÕES	3.944.221,37	16.197.867,30
VARIAÇÃO CAP CIRCULANTE	3.686.523,16	(8.881.496,50)
ATIVO CIRCULANTE		
No Inicio do Exercício	21.570.378,64	16.826.549,68
No Final do Exercício	21.332.772,15	21.570.378,64
	(237.606,49)	4.743.828,96
PASSIVO CIRCULANTE		
No Início do Exercício	32.457.042,70	18.831.717,24
No Final do Exercício	36.381.172,35	32.457.042,70
	3.924.129,65	13.625.325,46
VARIAÇÃO CAP CIRCULANTE	3.686.523,16	(8.881.496,50)

DEMONSTRAÇÃO DA MUTAÇÃO DO PATRIMÔNIO LÍQUIDO DOS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 e 2002

	CAPITAL SOCIAL	RESERVAS DE CAPITAL	RESERVAS DE LUCROS	LUCROS ACUMULADOS	TOTAL
SALDOS EM 31/12/2001	4.000.000,00	650.257,83	5.176,86	(1.938.633,84)	2.716.800,85
Lucro Líquido do Exercício	0,00	0,00	0,00	77.938,20	77.938,20
SALDOS EM 31/12/2002	4.000.000,00	650.257,83	5.176,86	(1.860.695,64)	2.794.739,05
Lucro Líquido do Exercício	0,00	0,00	0,00	117.731,88	117.731,88
SALDOS EM 31/12/2003	4.000.000,00	650.257,83	5.176,86	(1.742.963,76)	2.912.470,93

AGRADEÇO A JESUS
Pela graça recebida através do salmo 38 rido 3 vezes durante 3 dias. Leia o salmo 38 por 3 vezes durante 3 dias e no quarto dia publique. Verá o que acontece.

SERVIÇO NOTARIAL DO 10º OFÍCIO BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
B.HORIZONTE MG 12 NOV. 2004
Poder Judiciário Estado de Minas Gerais Corregedoria Geral de Justiça
Selo de Fiscalização AUTENTICAÇÃO AAP 82293
Antônio Daniel de Oliveira - Tab. Substituto
Cláudio Alberto R. Araújo - Tab. Substituto
Cássia Maria de Souza - Tab. Substituto
Antônio Carlos Faria - Esc. Autorizado

RQS nº 03/2005 - CN - CPMI - CORREIOS
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Doc: 45

DENAF 1804

TOTAL LINHAS AÉREAS S.A

CNPJ/MF Nº 32.068.363/0001-55

RELATÓRIO DA DIRETORIA

Senhores Acionistas:

Em cumprimento às disposições legais e estatutárias, apresentamos à apreciação dos Senhores Acionistas, o BALANÇO PATRIMONIAL, relativo ao exercício financeiro encerrado em 31 de Dezembro de 2003, de acordo com os preceitos legais. Colocamo-nos a disposição dos Senhores Acionistas para quaisquer esclarecimentos adicionais que se façam necessários, além das informações contidas nas Notas Explicativas.

A DIRETORIA

Curitiba (Pr), fevereiro de 2004.

BALANÇO PATRIMONIAL ENCERRADO EM 31 DE DEZEMBRO DE 2003

ATIVO	R$ 2.003	R$ 2.002
CIRCULANTE		
Caixa	31.474,95	19.699,63
Bancos	7.130,94	15.384,90
Clientes	7.470.385,85	6.972.352,74
Cias Congeneres	209.243,06	20.636,28
(-) Duplic Descontada	988.431,87	0,00
Adto a Funcionários	67.188,03	36.411,79
Despesas Antecipadas	112.908,34	0,00
Tit e Val Mobiliários	0,00	12.071,00
Impostos a Recuperar	1.811.667,70	706.853,72
Adto a Fornecedores/Imp.	828.146,55	1.219.466,73
Estoques	8.882.397,03	7.940.058,85
Premios de Seguros	2.840.489,21	4.594.020,11
Outras Contas	60.172,36	33.422,89
TOTAL DO CIRCULANTE	**21.332.772,15**	**21.570.378,64**
REALIZÁVEL A LONGO PRAZO		
Dep/Cauções	5.488.035,40	5.087.520,00
Tit e Val Mobiliários	9.741,17	9.741,17
Despesas Antecipadas	4.345.320,32	3.022.647,32
Outros Val a Receber	198.886,66	188.911,52
TOTAL REALIZ. LONGO PRAZO	**10.041.983,55**	**8.308.820,01**
PERMANENTE		
INVESTIMENTOS	**6.056.404,08**	**5.357.800,70**
Particip Perman Empresas	3.508.270,41	3.553.893,32
Adto Futuro Aumento Cap.	2.548.133,67	1.803.907,38
IMOBILIZADO	**4.273.630,73**	**1.787.563,85**
Bens em Operação	2.580.558,35	1.752.092,59
Imobilizações em Andamento	2.650.677,13	707.859,65
(-) Depreciações	957.604,75	672.388,39
TOTAL DO PERMANENTE	**10.330.034,81**	**7.145.364,55**
TOTAL DO ATIVO.....	**41.704.790,51**	**37.024.563,20**

PASSIVO	R$ 2.003	R$ 2.002
CIRCULANTE		
Fornecedores	17.001.370,66	11.024.183,51
Emprést Bancários	5.142.834,00	3.443.901,88
Salários e Contr Sociais	1.105.503,25	3.215.103,54
Obrigações Tributárias	4.379.578,65	5.439.086,67
Prov IRPJ/Cont Social	7.816,06	0,00
Provisões Sociais	1.141.790,86	903.495,65
Seguros	2.674.996,04	4.323.208,29
Reservas de Manutenção	2.022.623,22	2.395.483,13
Impostos Parcelados	1.620.595,54	1.102.808,52
Antecadação Terceiros	209.703,63	62.297,77
Transporte a Executar	1.058.020,92	547.473,74
Outras Contas	16.339,52	0,00
TOTAL DO CIRCULANTE	**36.381.172,35**	**32.457.042,70**
EXIGÍVEL A LONGO PRAZO		
Prov I.R. Diferido	0,00	8.072,57
Impostos Parcelados	2.411.147,23	1.764.708,88
TOTAL DO EXIG. L. PRAZO	**2.411.147,23**	**1.772.781,45**
PATRIMÔNIO LÍQUIDO		
Capital Social	4.000.000,00	4.000.000,00
Reservas de Capital	647.605,86	650.257,83
Reserva de Lucro	7.828,83	5.176,86
Lucros Acumulados	(1.742.963,76)	(1.860.695,64)
TOTAL DO PATR. LÍQUIDO	**2.912.470,93**	**2.794.739,05**
TOTAL DO PASSIVO.....	**41.704.790,51**	**37.024.563,20**

NOTAS EXPLICATIVAS AS DEMONSTRAÇÕES FINANCEIRAS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 e 2002 (em reais)

1. CONTEXTO OPERACIONAL:
A companhia opera mediante a concessão e autorização dos poderes públicos competentes no transporte aéreo em geral de malas postais domésticas, internacionais e vôos regulares, pela execução de linhas relacionadas com a navegação aérea.

2. APRESENTAÇÃO DAS DEMONSTRAÇÕES FINANCEIRAS E PRINCIPAIS PRÁTICAS CONTÁBEIS:
As demonstrações financeiras foram elaboradas em conformidade com as disposições contidas na Lei das Sociedades por ações (Lei 6.404 de 15/12/1976), respectivas alterações na legislação tributária e os critérios específicos de padronização contábil do Departamento de Aviação Civil-DAC aplicaveis as Empresas Brasileiras de Transportes Aéreo Regular. Foram os seguintes, em resumo, os critérios adotados para a elaboração dessas demonstrações financeiras:

3. BALANÇO PATRIMONIAL
O Ativo Permanente abrange a depreciação do Imobilizado, realizada pelo método linear, levando em conta a vida útil e econômica dos bens sendo absorvida no custo dos serviços.
a) As receitas e despesas são contabilizadas pelo regime de competência.
b) Os ativos realizáveis e passivos exigíveis, em prazo inferior a 360 dias estão classificados como Circulante

4. SEGUROS:
Todas as aeronaves estão seguradas nas modalidades de Casco/Guerra, Responsabilidade Civil (FGU) e Sobressalentes, conforme valores estipulados pelo IRB BRASIL RE.
Os valores de seus respectivos prêmios foram levados a conta de Ativo, para serem apropriados mensalmente pro-rata-temporis" ao custo.

5. IMOBILIZADO TÉCNICO:
O imobilizado técnico próprio está demonstrado ao custo de aquisição, e apresentam as seguintes composições:

IMOBILIZADOS	CUSTO	DEPRECIAÇÃO ACUMULADA	LÍQUIDOS
Equipamento Terrestre	235.391,20	57.455,45	177.935,75
Instalações	10.850,92	4.732,55	6.118,37
Máq. Aparelhos Técnicos	221.611,87	94.034,00	127.577,87
Veículos	57.801,49	26.339,82	31.461,67
Móveis e Utensílios	449.988,50	81.441,70	418.546,80
Computadores e Periféricos	497.792,71	206.591,89	291.200,82
Ferramentas	225.114,94	60.209,68	164.905,26
Equipamento de Comunicação	44.708,05	27.642,06	17.065,99
Software	488.775,55	219.667,27	269.108,28
Imobilizações em curso	2.650.677,13	0,00	2.650.677,13
Outras Imobilizações	298.523,12	179.490,33	119.032,79
TOTAIS	**5.231.235,48**	**957.604,75**	**4.273.630,73**

6. LEASING OPERACIONAL:
a) A companhia mantém compromissos sob a modalidade de "Leasing Operacional" de 07 (sete) aeronaves ATR-42-300 e 03 (tres) aeronaves Boeing 727-200F.
b) Os valores destes contratos, bem como, os equipamentos envolvidos não são incorporados aos Ativos da companhia, sendo os ATR-42-300 e os Boeing 727-200 Leasing sem opção de compra.
c) Em 2003 o custo do arrendamento das aeronaves totalizaram R$ 20.914.971,24, sendo mensalmente reconhecido no resultado.

7. OBRIGAÇÕES FINANCEIRAS:
Apresenta a seguinte constituição:

Curto Prazo:	2003 Em Reais	2002 Em Reais
a) Capital de Giro - Moeda Nacional.....	5.142.834,00	3.443.901,88
TOTAL.....	**5.142.834,00**	**3.443.901,88**

a) Os empréstimos tomados a curto prazo, vencem juros e correções às taxas normais de mercado e são realizáveis em prazos inferiores a 360 dias.

8. PATRIMÔNIO LÍQUIDO:
a) O Capital Social subscrito em 31/12/2003 é de R$ 4.000.000,00 e é composto de 4.000.000 ações ordinárias nominativas, todas com direito a voto.

DEMONSTRATIVO DO RESULTADO DOS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 E 2002

	R$ 2.003	R$ 2.002
RECEITA BRUTA		
De Serviços	103.958.190,50	87.838.573,51
(-) Ded Receita Bruta	5.008.803,83	3.751.031,92
RECEITA OPER LÍQUIDA	**98.949.386,67**	**84.087.541,59**
(-) Custos Serv. Prestados	58.511.366,10	56.768.861,53
LUCRO BRUTO	**40.438.020,57**	**27.318.680,06**
DEPESAS OPERACIONAIS		
Despesas Administrativas	(16.289.009,41)	(13.138.840,32)
Outras Desp Operacionais	(659.358,06)	(1.432.193,79)
Outras Rec Operacionais	386.973,43	488.991,48
Resultado do Negócio	**23.876.626,53**	**13.236.637,43**
Despesas Financeiras	(3.415.956,05)	(1.860.590,13)
Receitas Financeiras	79.290,39	98.355,37
Arrendamentos	(20.914.971,24)	(21.634.270,38)
Variações Monet Ativas	3.751.330,90	9.237.981,60
Variações Monet Passivas	(3.189.702,04)	(4.020.922,68)
RESULTADO OPERACIONAL	**186.618,49**	**(4.942.808,79)**
Resultado Não Operacional	26.338,79	5.064.518,60
Resultado Equival Patrimononial	(45.622,91)	(14.561,26)
RESULTANTES DA PROVDOIR	**167.334,37**	**107.148,55**
Provisão da Contrib. Social	(18.439,63)	(10.953,88)
Provisão do Imposto de Renda	(31.162,86)	(26.196,04)
Reversão da Prov do IR Diferido	0,00	7.939,57
RESULTADO DO EXERCÍCIO	**117.731,88**	**77.938,20**

DEMONSTRAÇÃO DAS ORIGENS E APLICAÇÕES DE RECURSOS DOS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 E 2002

	R$ 2.003	R$ 2.002
ORIGENS DOS RECURSOS		
Lucro Líquido do Exercício	117.731,88	77.938,20
Depreciações e Amortizações	285.216,36	935.639,53
Equivalencia Patrimonial	(45.622,91)	(14.561,26)
Valor Resid de Bens Baixados	(99.627,12)	6.317.354,33
TOTAL DAS ORIGENS	**257.698,21**	**7.316.370,80**
APLICAÇÕES DOS RECURSOS		
Aumento do Ativo Imobilizado	828.465,76	9.512.294,95
Aumento do Exig Longo Prazo	638.365,78	5.361.329,62
Adto Futuro Aumento de Cap	744.226,29	1.803.907,38
Investimento em Outras Empresas	0,00	3.553.893,32
Aumento do Realizável L.P.	1.733.163,54	(4.033.557,97)
TOTAL DAS APLICAÇÕES	**3.944.221,37**	**16.197.867,30**
VARIAÇÃO CAP CIRCULANTE	**3.686.523,16**	**(8.881.496,50)**
ATIVO CIRCULANTE		
No Inicio do Exercício	21.570.378,64	16.826.549,68
No Final do Exercício	21.332.772,15	21.570.378,64
	(237.606,49)	4.743.828,96
PASSIVO CIRCULANTE		
No Início do Exercício	32.457.042,70	18.831.717,24
No Final do Exercício	36.381.172,35	32.457.042,70
	3.924.129,65	13.625.325,46
VARIAÇÃO CAP CIRCULANTE	**3.686.523,16**	**(8.881.496,50)**

DEMONSTRAÇÃO DA MUTAÇÃO DO PATRIMÔNIO LÍQUIDO DOS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 e 2002

	CAPITAL SOCIAL	RESERVAS DE CAPITAL	RESERVAS DE LUCROS	LUCROS ACUMULADOS	TOTAL
SALDOS EM 31/12/2001	4.000.000,00	650.257,83	5.176,86	(1.938.633,84)	2.716.800,85
Lucro Líquido do Exercício	0,00	0,00	0,00	77.938,20	77.938,20
SALDOS EM 31/12/2002	4.000.000,00	650.257,83	5.176,86	(1.860.695,64)	2.794.739,05
Lucro Líquido do Exercício	0,00	0,00	0,00	117.731,88	117.731,88
SALDOS EM 31/12/2003	4.000.000,00	650.257,83	5.176,86	(1.742.963,76)	2.912.470,93

ALFREDO MEISTER NETO
CPF: 206.038.689-15
DIRETOR PRESIDENTE

TALMO CARPEDROSO
CPF: 234.910.929-34
DIRETOR

FERNANDO BRUNING
CPF: 727.129.689-49
DIRETOR

JONES TEIXEIRA JÚNIOR
CPF: 529.067.609-00
TC/CRC-Pr. 027426/O-3

NF 109249 - R$ 1.466,00 - 806/2004

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.

RQS nº 03/2005 - CN - CPMI - CORREIOS
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TOTAL LINHAS AÉREAS S.A

CNPJ/MF Nº 32.068.363/0001-55

RELATÓRIO DA DIRETORIA

Senhores Acionistas;

Em cumprimento às disposições legais e estatutárias, apresentamos à apreciação dos Senhores Acionistas, o BALANÇO PATRIMONIAL, relativo ao exercício financeiro encerrado em 31 de Dezembro de 2003, de acordo com os preceitos legais. Colocamo-nos a disposição dos Senhores Acionistas para quaisquer esclarecimentos adicionais que se façam necessários, além das informações contidas nas Notas Explicativas.

A DIRETORIA
Curitiba (Pr.), fevereiro de 2004.

BALANÇO PATRIMONIAL ENCERRADO EM 31 DE DEZEMBRO DE 2003

ATIVO	R$ 2.003	R$ 2.002
CIRCULANTE		
Caixa	31.474,95	19.699,63
Bancos	7.130,94	15.384,90
Clientes	7.470.385,85	6.972.252,74
Cias Congeneres	209.243,06	20.636,28
(-) Duplic Descontada	988.431,87	0,00
Adto a Funcionários	67.188,03	36.411,79
Despesas Antecipadas	112.908,34	0,00
Tit e Val Mobiliários	0,00	12.071,00
Impostos a Recuperar	1.811.667,70	706.853,72
Adto a Fornecedores/Imp.	828.146,55	1.219.466,73
Estoques	8.882.397,03	7.940.058,85
Premios de Seguros	2.840.489,21	4.594.020,11
Outras Contas	60.172,36	33.422,89
TOTAL DO CIRCULANTE	**21.332.772,15**	**21.570.378,64**
REALIZÁVEL A LONGO PRAZO		
Dep/Cauções	5.488.035,40	5.087.520,00
Tít e Val Mobiliários	9.741,17	9.741,17
Despesas Antecipadas	4.345.320,32	3.022.647,32
Outros Val a Receber	198.886,66	188.911,52
TOTAL REALIZ. LONGO PRAZO	**10.041.983,55**	**8.308.820,01**
PERMANENTE		
INVESTIMENTOS	**6.056.404,08**	**5.357.800,70**
Particip Perman Empresas	3.508.270,41	3.553.893,32
Adto Futuro Aumento Cap.	2.548.133,67	1.803.907,38
IMOBILIZADO	**4.273.630,73**	**1.787.563,85**
Bens em Operação	2.580.558,35	1.752.092,59
Imobilizações em Andamento	2.650.677,13	707.859,65
(-) Depreciações	957.604,75	672.388,39
TOTAL DO PERMANENTE	**10.330.034,81**	**7.145.364,55**
TOTAL DO ATIVO.....	**41.704.790,51**	**37.024.563,20**

PASSIVO	R$ 2.003	R$ 2.002
CIRCULANTE		
Fornecedores	17.001.370,66	11.024.183,51
Emprést Bancários	5.142.834,00	3.443.901,88
Salários e Contr Sociais	1.105.503,25	3.215.103,54
Obrigações Tributárias	4.379.578,65	5.439.086,67
Prov IRPJ/Cont Social	7.816,06	0,00
Provisões Sociais	1.141.790,86	903.495,65
Seguros	2.674.996,04	4.323.208,29
Reservas de Manutenção	2.022.623,22	2.395.483,13
Impostos Parcelados	1.620.595,54	1.102.808,52
Arrecadação Terceiros	209.703,63	62.297,77
Transporte a Executar	1.058.020,92	547.473,74
Outras Contas	16.339,52	0,00
TOTAL DO CIRCULANTE	**36.381.172,35**	**32.457.042,70**
EXIGÍVEL A LONGO PRAZO		
Prov I.R. Diferido	0,00	8.072,57
Impostos Parcelados	2.411.147,23	1.764.708,88
TOTAL DO EXIG. L. PRAZO	**2.411.147,23**	**1.772.781,45**
PATRIMÔNIO LÍQUIDO		
Capital Social	4.000.000,00	4.000.000,00
Reservas de Capital	647.605,86	650.257,83
Reserva de Lucro	7.828,83	5.176,86
Lucros Acumulados	(1.742.963,76)	(1.860.695,64)
TOTAL DO PATR. LÍQUIDO	**2.912.470,93**	**2.794.739,05**
TOTAL DO PASSIVO.....	**41.704.790,51**	**37.024.563,20**

DEMONSTRATIVO DO RESULTADO DOS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 E 2002

	R$ 2.003	R$ 2.002
RECEITA BRUTA		
De Serviços	103.958.190,50	87.838.573,51
(-) Ded Receita Bruta	5.008.803,83	3.751.031,92
RECEITA OPER LÍQUIDA	**98.949.386,67**	**84.087.541,59**
(-) Custos Serv. Prestados	58.511.366,10	56.768.861,53
LUCRO BRUTO	**40.438.020,57**	**27.318.680,06**
DEPESAS OPERACIONAIS		
Despesas Administrativas	(16.289.009,41)	(13.138.840,32)
Outras Desp Operacionais	(659.358,06)	(1.432.193,79)
Outras Rec Operacionais	386.973,43	488.991,48
Resultado do Negócio	**23.876.626,53**	**13.236.637,43**
Despesas Financeiras	(3.415.956,05)	(1.860.590,13)
Receitas Financeiras	79.290,39	98.355,37
Arrendamentos	(20.914.971,24)	(21.634.270,38)
Variações Monet Ativas	3.751.330,90	9.237.981,60
Variações Monet Passivas	(3.189.702,04)	(4.020.922,68)
RESULTADO OPERACIONAL	**186.618,49**	**(4.942.808,79)**
Resultado Não Operacional	26.338,79	5.064.518,60
Resultado Equival Patrimononial	(45.622,91)	(14.561,26)
RESULT ANTES DA PROVDOIR	**167.334,37**	**107.148,55**
Provisão da Contrib. Social	(18.439,63)	(10.953,88)
Provisão do Imposto de Renda	(31.162,86)	(26.196,04)
Reversão da Prov do IR Diferido	0,00	7.939,57
RESULTADO DO EXERCÍCIO	**117.731,88**	**77.938,20**

DEMONSTRAÇÃO DAS ORIGENS E APLICAÇÕES DE RECURSOS DOS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 E 2002

	R$ 2.003	R$ 2.002
ORIGENS DOS RECURSOS		
Lucro Líquido do Exercício	117.731,88	77.938,20
Depreciações e Amortizações	285.216,36	935.639,53
Equivalencia Patrimonial	(45.622,91)	(14.561,26)
Valor Resid de Bens Baixados	(99.627,12)	6.317.354,33
TOTAL DAS ORIGENS	**257.698,21**	**7.316.370,80**
APLICAÇÕES DOS RECURSOS		
Aumento do Ativo Imobilizado	828.465,76	9.512.294,95
Aumento do Exig Longo Prazo	638.365,78	5.361.329,62
Adto Futuro Aumento de Cap	744.226,29	1.803.907,38
Investimento em Outras Empresas	0,00	3.553.893,32
Aumento do Realizável L.P.	1.733.163,54	(4.033.557,97)
TOTAL DAS APLICAÇÕES	**3.944.221,37**	**16.197.867,30**
VARIAÇÃO CAP CIRCULANTE	**3.686.523,16**	**(8.881.496,50)**
ATIVO CIRCULANTE		
No Inicio do Exercício	21.570.378,64	16.826.549,68
No Final do Exercício	21.332.772,15	21.570.378,64
	(237.606,49)	4.743.828,96
PASSIVO CIRCULANTE		
No Início do Exercício	32.457.042,70	18.831.717,24
No Final do Exercício	36.381.172,35	32.457.042,70
	3.924.129,65	13.625.325,46
VARIAÇÃO CAP CIRCULANTE	**3.686.523,16**	**(8.881.496,50)**

DEMONSTRAÇÃO DA MUTAÇÃO DO PATRIMÔNIO LÍQUIDO DOS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 e 2002

	CAPITAL SOCIAL	RESERVAS DE CAPITAL	RESERVAS DE LUCROS	LUCROS ACUMULADOS	TOTAL
SALDOS EM 31/12/2001	4.000.000,00	650.257,83	5.176,86	(1.938.633,84)	2.716.800,85
Lucro Líquido do Exercício	0,00	0,00	0,00	77.938,20	77.938,20
SALDOS EM 31/12/2002	4.000.000,00	650.257,83	5.176,86	(1.860.695,64)	2.794.739,05
Lucro Líquido do Exercício	0,00	0,00	0,00	117.731,88	117.731,88
SALDOS EM 31/12/2003	4.000.000,00	650.257,83	5.176,86	(1.742.963,76)	2.912.470,93

NOTAS EXPLICATIVAS AS DEMONSTRAÇÕES FINANCEIRAS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 e 2002 (em reais)

1. CONTEXTO OPERACIONAL:
A companhia opera mediante a concessão e autorização dos poderes públicos competentes no transporte aéreo em geral de malas postais domésticas, internacionais e vôos regulares, pela execução de linhas relacionadas com a navegação aérea.

2. APRESENTAÇÃO DAS DEMONSTRAÇÕES FINANCEIRAS E PRINCIPAIS PRÁTICAS CONTÁBEIS:
As demonstrações financeiras foram elaboradas em conformidade com as disposições contidas na Lei das Sociedades por ações (Lei 6.404 de 15/12/1976), respectivas alterações na legislação tributária e os critérios específicos de padronização contábil do Departamento de Aviação Civil-DAC aplicaveis as Empresas Brasileiras de Transportes Aéreo Regular. Foram os seguintes, em resumo, os critérios adotados para a elaboração dessas demonstrações financeiras:

3. BALANÇO-PATRIMONIAL
O Ativo Permanente abrange a depreciação do Imobilizado, realizada pelo método linear, levando em conta a vida útil e econômica dos bens sendo absorvida ao custo dos serviços.
a) As receitas e despesas são contabilizadas pelo regime de competência.
b) Os ativos realizáveis e passivos exigíveis, em prazo inferior a 360 dias estão classificados como Circulante

4. SEGUROS:
Todas as aeronaves estão seguradas nas modalidades de Casco/Guerra, Responsabilidade Civil (FGU) e Sobressalentes, conforme valores estipulados pelo IRB BRASIL RE.
Os valores de seus respectivos prêmios foram levados a conta de Ativo, para serem apropriados mensalmente pro-rata-temporis" ao custo.

5. IMOBILIZADO TÉCNICO:
O imobilizado técnico próprio está demonstrado ao custo de aquisição, e apresentam as seguintes composições:

IMOBILIZADOS	CUSTO	DEPRECIAÇÃO ACUMULADA	LÍQUIDOS
Equipamento Terrestre	235.391,20	57.455,45	177.935,75
Instalações	10.850,92	4.732,55	6.118,37
Máq. Aparelhos Técnicos	221.611,87	94.034,00	127.577,87
Veículos	57.801,49	26.339,82	31.461,67
Móveis e Utensílios	449.988,50	81.441,70	418.546,80
Computadores e Periféricos	497.792,71	206.591,89	291.200,82
Ferramentas	225.114,94	60.209,68	164.905,26
Equipamento de Comunicação	44.708,05	27.642,06	17.065,99
Software	488.775,55	219.667,27	269.108,28
Imobilizações em curso	2.650.677,13	0,00	2.650.677,13
Outras Imobilizações	298.523,12	179.490,33	119.032,79
TOTAIS	**5.231.235,48**	**957.604,75**	**4.273.630,73**

6. LEASING OPERACIONAL:
a) A companhia mantém compromissos sob a modalidade de "Leasing Operacional" de 07 (sete) aeronaves ATR-42-300 e 03 (tres) aeronaves Boeing 727-200F.
b) Os valores destes contratos, bem como, os equipamentos envolvidos não são incorporados aos Ativos da companhia, sendo os ATR-42-300 e os Boeing-727-200 Leasing sem opção de compra.
c) Em 2003 o custo do arrendamento das aeronaves totalizaram R$ 20.914.971,24, sendo mensalmente reconhecido no resultado.

7. OBRIGAÇÕES FINANCEIRAS:
Apresenta a seguinte constituição:

Curto Prazo:	2003 Em Reais	2002 Em Reais
a) Capital de Giro - Moeda Nacional	5.142.834,00	3.443.901,88
TOTAL	**5.142.834,00**	**3.443.901,88**

a) Os empréstimos tomados a curto prazo, vencem juros e correções às taxas normais de mercado e são realizáveis em prazos inferiores a 360 dias.

8. PATRIMÔNIO LÍQUIDO:
a) O Capital Social subscrito em 31/12/2003 é de R$ 4.000.000,00, e é composto de 4.000.000 ações ordinárias nominativas, todas com direito a voto.

ALFREDO MEISTER NETO
CPF: 202.058.489-15
DIRETOR PRESIDENTE

TALMO CEZAR PEDROSO
CPF: 254.917.929-34
DIRETOR

FERNANDO BRUNING
CPF: 727.129.889-49
DIRETOR

JONES TEIXEIRA JÚNIOR
CPF: 529.067.609-00
TCCRC-Pr. 027426/O-3

NF 109249 - R$ 1.488,00 - 23/03/2004

RQS nº 03/2005 - CN - CPMI - CORREIOS
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Doc:

TELOS S/A
Equipamentos e Sistemas
CNPJ. 76.492.552/0001-26

Senhores Acionistas:

Apresentamos o relatório das atividades da Empresa encerrada em 31 de dezembro de 2003, composto de Balanço Patrimonial, Demonstrações de Resultados e demais Demonstrações, em cumprimento às disposições Legais e Estatutárias.

BALANÇO PATRIMONIAL ENCERRADO EM 31 DE DEZEMBRO DE 2003

ATIVO

COMPONENTES	EXERCÍCIO ANTERIOR 2002	EXERCÍCIO CORRENTE 2003
ATIVO CIRCULANTE	3.269.969,21	2.963.407,75
Disponível	395.109,95	227.978,78
Caixas	122.409,15	9.787,45
Banco Conta Movimento	272.700,80	218.191,33
Vlrs.a Receber a Curto Prazo	2.874.859,26	2.735.428,97
Duplicatas a Receber	1.193.624,43	803.036,05
Estoques	1.431.207,95	1.917.574,17
Férias Antecipadas	20.844,15	2.090,20
Impostos Recuperáveis	161.043,29	77,78
Despesas Diferidas	15.323,32	5.359,43
Transferências de Numerários	2.032,00	0,00
Adiantamento Fornecedores	50.784,12	7.291,34
Realizável à Longo Prazo	162.333,43	182.510,56
Depósitos Judiciais	162.333,43	182.510,56
PERMANENTE	4.275.281,33	4.308.677,90
IMOBILIZADO	4.275.281,33	4.308.677,90
TÉCNICO TANGÍVEL	4.270.185,86	4.303.582,43
Máquinas,Moldes e Ferramentas	1.453.501,13	1.477.939,72
Móveis e Utensílios	284.485,77	293.443,75
Telefones	107.151,04	107.151,04
Terrenos	1.690.000,00	1.690.000,00
Prédios	966.900,00	966.900,00
Veículos	71.574,19	71.574,19
(-) Fundo de Depreciação	(303.426,27)	(303.426,27)
Técnico Intangível	5.095,47	5.095,47
Marcas e Patentes	5.095,47	5.095,47
TOTAL DO ATIVO	7.707.583,97	7.454.596,21

PASSIVO

COMPONENTES	EXERCÍCIO ANTERIOR 2002	EXERCÍCIO CORRENTE 2003
PASSIVO CIRCULANTE	2.121.800,46	1.447.805,72
Financiamentos à Pagar	556.658,83	247.884,42
Fornecedores	655.893,95	317.609,71
Encargos à Pagar	84.311,32	101.306,37
Impostos à Pagar	406.852,11	380.199,49
Recebimento de Sinais de Pedidos	264.964,55	272.586,78
Contas a Pagar	176.672,49	129.718,95
Bco.Cta.Vinculada	(23.552,79)	(1.500,00)
EXIGÍVEL À LONGO PRAZO	359.111,87	862.576,79
Empréstimo de Coligadas	84.977,51	0,00
Diversos Credores	10.153,00	22.199,76
Financiamentos a Pagar	156.963,10	108.013,48
Obrigações Tributárias	107.018,26	729.962,47
C/Corrente Empregados	0,00	2.401,08
PATRIMÔNIO LÍQUIDO	5.226.671,64	5.144.213,70
CAPITAL/LUCROS E/OU PREJUÍZOS	2.180.203,94	5.117.542,06
Capital Social	2.100.000,00	5.200.000,00
Lucros e/ou Prejuízos	80.203,94	82.457,94
RESERVAS	3.046.467,70	26.671,64
Reserva de Lucro	94.838,61	26.671,64
Reserva de Reavaliação	2.951.629,09	0,00
TOTAL DO PASSIVO	7.707.583,97	7.454.596,21

DEMONSTRAÇÃO DE RESULTADOS

COMPONENTES	EXERCÍCIO ANTERIOR 2002	EXERCÍCIO CORRENTE 2003
Receitas Bruta C/Venda e Serviços	12.920.273,96	11.438.141,07
(-) Devolução de Vendas e Serviços	(287.747,23)	(198.549,38)
(-) Impostos Incidentes S/Venda e Serviços	(1.728.779,13)	(1.503.626,78)
Receita Operacional Líquida	10.903.747,00	9.735.964,91
CUSTOS OPERACIONAIS		
(-) Custos S/Serviços e Prods. Vendidos	6.834.075,65	5.655.827,49
Lucro Operacional Bruto	4.069.671,35	4.080.137,42
CUSTOS COMPLEMENTARES		
(-) Despesas C/Conservação e Manutenção	30.640,93	49.903,65
(-) Despesas Com Restaurante	88.975,22	97.545,56
(-) Despesas Administrativas	763.613,97	1.019.551,68
(-) Despesas Comerciais	2.720.600,83	2.349.230,21
(-) Despesas Financeira Líquida	459.472,28	532.219,53
(-) Despesas Tributárias	11.477,79	10.060,23
(-) Perda de Contas a Receber	9.284,05	0,00
Lucro Operacional Líquido	(14.393,72)	21.626,56
NÃO OPERACIONAIS		
(-) Multas e Moras Fiscais	58.756,67	62.860,47
(-) Despesas Indedutíveis	34.153,25	2.793,87
(+) Receitas Não Operacionais	(231.080,09)	(26.673,54)
(-) Lucro com Prej.C/Venda Imobilizado	0,00	(14.000,00)
LUCRO ANTES DO IR E CSSLL	123.776,45	(3.354,24)
Contrib.Social S/Lucro Líquido	13.122,13	23.056,72
LUCRO APÓS PROV.CSSLL.	110.654,32	(26.410,96)
Imposto de Renda	30.450,38	56.046,98
LUCRO DO EXERCÍCIO	80.203,94	(82.457,94)
P/Ação do Capital Social Final	0,04	0,01

DEMONSTRAÇÃO DE ORIGENS APLICAÇÕES DE RECURSOS

COMPONENTES	EXERCÍCIO ANTERIOR 2002	EXERCÍCIO CORRENTE 2003
1. ORIGENS E APLIC.DE RECURSOS	317.207,30	408.960,22
RESERVAS	80.203,94	(82.457,94)
Prejuízo e ou/Lucro	80.203,94	(82.457,94)
DESPE/OU REC.QUE NÃO AFETAM O CAPITAL CIRCULANTE	237.003,36	491.418,16
Aumento do Exig.a Longo Prazo	237.003,36	491.418,16
Redução do Realiz.a Longo Prazo	0,00	0,00
Prejuízo C/Venda Imobilizado	0,00	0,00
2. APLICAÇÕES DE RECURSOS	331.978,98	46.674,17
Aplicações no Imobilizado	310.851,92	33.396,57
Aumento da Realizável Longo Prazo	21.127,06	13.277,60
3. DEMONST.VARIAÇÃO CAP.CIRCULANTE	-14.771,68	362.286,05
ATIVO CIRCULANTE	50.039,04	-293.661,93
No Início do Exercício	3.219.930,17	3.269.969,21
No Final do Exercício	3.269.969,21	2.970.307,28
PASSIVO CIRCULANTE	64.810,72	-661.947,98
No Início do Exercício	2.067.142,74	2.131.953,46
No Final do Exercício	2.131.953,46	1.470.005,48

DEMONSTRAÇÃO DAS MUTAÇÕES PATRIMONIAIS

ESPECIFICAÇÕES	CAPITAL REGISTRADO	LUCROS EXERCICIO	PREJUIZOS ACUMULADO	RESERVA REAVALIAÇÃO	RESERVAS LEGAIS	TOTAL GERAL
Saldo em 31 de Dezembro de 2002	2.100.000,00	53.532,30	-	2.951.629,09	94.838,61	5.200.000,00
Reservas e Lucros	-	-	-	-	-	-
Prejuízos	-	86.964,11	(60.292,47)	-	-	(60.292,47)
Saldo em 31 de Dezembro de 2002	2.100.000,00	140.496,41	(60.292,47)	2.951.629,09	94.838,61	5.226.671,64
Prejuízo do Exercício	-	-	(82.457,94)	-	-	(82.457,94)
Saldo em 31 de Dezembro de 2003	2.100.000,00		(142.750,41)	R$ -	94.838,61	5.144.213,70

NOTAS EXPLICATIVAS

1. As Demonstrações Financeiras foram todas elaboradas em observância dos dispositivos da Lei das Sociedades Anônimas e, posteriores alterações estabelecidas pela Legislação Tributária.
2. Os Estoques estão demonstrados conforme a Legislação vigente do Imposto de Renda.
3. O Imobilizado, exceto Terrenos, foi Contabilidado ao Custo de Aquisição, corrigido monetariamente até 31 de Dezembro de 1995. As adições, a partir de janeiro de 1996 foram registradas pelo Custo de Aquisição. O Terreno, Prédios e Máquinas, Molde e Ferramentas,estão registradas pelo valor de Mercado, em função da Reavaliação Contabilizada, respectivamente em 30 de Setembro e 31 de Outubro do exercício de 2001.

Curitiba, 31 de Dezembro de 2003

Jorge Ricardo Weber
Diretor

Marina Haudel
Contadora-CRC PR 024937/O-0

NF 109172 - R$ 1.042,00 - 793/2004

PESQUEIRO ENERGIA SOCIEDADE ANÔNIMA
CNPJ/MF 04.019.594/0001-33

EDITAL DE CONVOCAÇÃO

O Diretor Presidente da Pesqueiro Energia S/A., com foro e sede na Estrada Geral Ponta Grossa – Itararé, Bairro Pesqueiro, Município de Jaguariaíva, Estado do Paraná; no uso das atribuições que lhe conferem os itens "a" e "e" do artigo 12.º do Estatuto Social, convoca os Senhores Acionistas, cujo número nesta data é de 3 (três), para se reunirem em Assembléia Geral Ordinária, a realizar-se na Usina Pesqueiro, Estrada Geral Ponta Grossa – Itararé, Bairro Pesqueiro, Município de Jaguariaíva, Estado do Paraná; na data de 20 de abril do ano 2004 às 9 (nove) horas, para deliberarem sobre a seguinte agenda:

ORDEM DO DIA

1. Abertura pelo Diretor Presidente;
2. Leitura do Edital de Convocação;
3. Leitura da Ata da Assembléia Geral Ordinária, realizada em 15 de abril de 2003;
4. Relatório da Administração;
5. Apresentação do Balanço Patrimonial e das Demonstrações Financeiras encerradas em 31 de Dezembro de 2003;
6. Aprovação do Balanço Patrimonial e das Demonstrações Financeiras encerradas em 31 de Dezembro de 2003;
7. Destinação do Resultado Líquido do Exercício de 2003;
8. Outros assuntos do interesse da Sociedade;
9. Encerramento.

Comunicamos aos Senhores Acionistas que os documentos a que se refere o artigo 133 da Lei n.º 6.404/76, das Sociedades Anônimas, relativos ao exercício encerrado em 31 de dezembro de 2003, encontram-se à disposição na sede administrativa da Socieda.

Jaguariaíva – PR, 12 de março de 2004

PETER JOHANNES BECKERS
DIRETOR PRESIDENTE

NF 109279 - R$ 352,00 - 12568/2004

EDITAL DE NOTIFICAÇÃO

Em cumprimento ao disposto no § 3º do Artigo 49, da Lei federal 8.666/93, **NOTIFICAMOS** aos interessados que os **itens 67 e 68 do objeto da Tomada de Preços 002/2004-SAOP**, referentes à aquisição de 80 (oitenta) postes republicanos e 680 (seiscentos e oitenta) luminárias rebaixadas, foram **REVOGADOS**, por motivos de oportunidade e conveniência desta Autarquia, com base no princípio da auto-tutela, inerente aos atos administrativos emanados do Poder Público, e no dispositivo legal expresso no Artigo 49 da Lei federal nº 8.666/93 (Lei das Licitações).

Sendo assim, cientificamos aos interessados que fica aberto o prazo de 5(cinco) dias úteis, a partir do recebimento desta notificação, para possíveis interposições de recurso quanto à revogação dos itens 67 e 68 do objeto de mencionado procedimento licitatório, consoante prevê o Artigo 109, I, "c", da mencionada Lei federal 8.666/93.

Maringá, 19 de março de 2004.

VALDECIO DE SOUZA BARBOSA
Presidente

R$ 96,00 - 13162/2004

SINDICATO OFICIAIS MARCENEIROS E TRABALHADORES NAS INDÚSTRIAS DE SERRARIAS E DE MÓVEIS DE MADEIRA, MÓVEIS DE JUNÇO E VIME,VASSOURAS, ESCOVAS E PINCÉIS, CORTINADOS E ESTOFOS DO ESTADO DO PARANÁ.

EDITAL DE CONVOCAÇÃO

Ficam convocados todos os sócios desta Entidade, em pleno gozo de seus direitos, para reunião em Assembléia Ordinária, dia 30 de março do corrente ano, em nossa subsede, localizada à Rua José Patú, 47, Portão, nesta capital, em primeira convocação às 18:30 (Dezoito e trinta) horas, com número legal em Segunda convocação às 19:00 (Dezenove) horas, com qualquer número de presentes, afim de tomarem conhecimento e deliberarem sobre a ordem do dia:
1º- Leitura e discussão e aprovação da Ata da Assembléia anterior;
2º- Relatório Geral de 2.003 do Balanço Financeiro e Patrimonial comparado, demonstração especial da aplicação da Contribuição Sindical, conforme, Artigo 551 da CLT combinando com o Artigo 14 da Portaria Ministerial nº 824 de 05/12/42 e de acordo com os Estatutos Sociais.
3º- Leitura, discussão e votação da Previsão Orçamentaria para o exercicio de 2.005, de conformidade com o Artigo 550 da Consolidação das Leis de Trabalho.
4º- Leitura do parecer do Conselho Fiscal, discussão e votação na forma da Lei; Do acordo com a Alinea B do Artigo 542 da CLT, as deliberações sobre a tomada e aprovação de contas da Diretoria serão feitas por escrutínio secreto.

Curitiba, 23 de março de 2004.

LAURO A. PIMENTEL - Presidente

NF 109288 - R$ 144,00 - 12688/2004

AUGUSTO THOMAZ S/A. – IND. E COM. DE MADEIRAS
CGCMF – 78.142.999/0001-09
Assembléia Geral Ordinária

EDITAL DE CONVOCAÇÃO

A diretoria de Augusto Thomaz S/A - Indústria e Comércio de Madeiras, em consonância com os dispositivos legais e estatutários vigentes, convoca os senhores acionistas, para a Quadragésima Terceira Assembléia Geral Ordinária a ser realizada no dia 30 de abril de 2004, às 14:00 horas, em sua sede social à Rua Coronel Gracia, 410, na cidade de Irati-PR., para tomarem conhecimento e deliberarem sobre a seguinte ordem do dia:
1) Apreciar e votar o relatório da diretoria, balanço patrimonial e demais demonstrações financeiras, referentes ao exercício encerrado em 31/12/2003;
2) Deliberar sobre a destinação do resultado do exercício e sobre a distribuição de dividendos;
3) Eleição da diretoria;
4) Outros assuntos de interesse da sociedade.

Outrossim, comunicamos encontrarem-se à disposição dos senhores acionistas, na sede social da empresa, os documentos a que se refere o artigo 133, da Lei 6.404 de 15/12/76, relativos ao exercício de 2003.

Irati(PR), 19 de março de 2004

(a) ALCI ALEIXO THOMAZ

NF 109106 - R$ 366,80 - 806/2004

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0049
3675
Doc:

TOTAL
LINHAS AÉREAS S.A.

DENAF 1807

CURITIBA, 25 DE NOVEMBRO DE 2004.

À
EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS
SBN / QUADRA 01 / CONJUNTO 03 / BLOCO A / SOBRE LOJA / SALÃO NOBRE / ED SEDE ECT
BRASÍLIA - DF - 70002-900

REFERÊNCIA : CONCORRÊNCIA Nº 006/2004/CEL/AC

- **ÍNDICE DE SOLVÊNCIA GERAL - ISG**

$$\textbf{ISG} = \frac{41.704.790,51}{36.381.172,35 + 2.411.147,23} = \textbf{1,0751}$$

- **ÍNDICE DE LIQUIDEZ CORRENTE - ILC**

$$\textbf{ILC} = \frac{21.332.772,15}{36.381.172,35} = \textbf{0,5864}$$

- **ÍNDICE DE LIQUIDEZ GERAL – ILG**

$$\textbf{ILG} = \frac{21.332.772,15 + 10.041.983,55}{36.381.172,35 + 2.411.147,23} = \textbf{0,8088}$$

ALFREDO MEISTER NETO
DIRETOR PRESIDENTE

32 068 363 / 0001 - 55

TOTAL LINHAS AÉREAS S.A.
Av. Senador Salgado Filho, 5397 - Sala D
Uberaba - CEP 81580-000
CURITIBA – PR

RQS Nº 03/2005 - CN
CPMI - CORREIOS
0050
Fls: 3675
Doc:

DENAF 1016

REPÚBLICA FEDERATIVA DO BRASIL

COMARCA DE CURITIBA

1º OFÍCIO DO DISTRIBUIDOR, PARTIDOR E CONTADOR JUDICIAL
RUA MAUÁ, 920 - 14º ANDAR - FONE/FAX: (41) 3027-5253
EDIF. ESSENFELDER - ALTO DA GLÓRIA - CEP 80030-200
www.1distribuidorcuritiba.com.br

PEDIDO DE CERTIDÕES
CENTRAL DE CERTIDÕES - FONE: (41) 223-8915
RUA XV DE NOVEMBRO, 362 - 2º AND. - CJ 202 - CEP 80020-923
EDIFÍCIO DO FÓRUM CÍVEL - FONE: (41) 252-5741
AV. CÂNDIDO DE ABREU, 535 - CEP 80530-906

ESTADO DO PARANÁ
EMPREGADOS JURAMENTADOS

MAURI TOZO
SANDRA LUCIA PELIKI
MARIA DE FÁTIMA G. DA SILVA
LUIZ CARLOS KOFANOVSKI

JOSÉ BORGES DA CRUZ FILHO
TITULAR

FALÊNCIA * CONCORDATA * CRIME * CÍVEL
VARAS CRIMINAIS - VARAS DA FAZENDA - VARAS DA FAMÍLIA - PRECATÓRIA DA VARA DE EXECUÇÕES PENAIS
EXECUÇÕES FISCAIS DO ESTADO E DO MUNICÍPIO - REGISTROS PÚBLICOS - TRIBUNAL DO JURI
TABELIONATOS

fls. 1

C E R T I D A O

CERTIFICO, a pedido de parte interessada, que revendo os livros de distribuicoes FALENCIAS E CONCORDATAS,..... existentes neste Cartorio, dos mesmos nao consta qualquer acao contra:

= TOTAL LINHAS AEREAS S/A. =

no periodo de 18 de marco de 1963 (data da instalacao deste Cartorio) (Lei No.4.677, de 29/12/62), ate a presente data.

O REFERIDO E' VERDADE E DOU FE'.

Curitiba, 28 de outubro de 2004.

JOSE BORGES DA CRUZ FILHO
Titular

Luiz Carlos Kofanovski
Juramentado

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
B. HORIZONTE MG 08 NOV. 2004
Poder Judiciário do Estado de Minas Gerais Corregedoria Geral de Justiça
Selo de Fiscalização AUTENTICAÇÃO
AAP 46351

CUSTAS: R$ 16.00

RQS nº 03/2005 - DNT - CPMI - CORREIOS
Fls: 0051
3675
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TOTAL
LINHAS AÉREAS S.A.

DENAF 182

DOCUMENTOS RELATIVOS À REGULARIDADE FISCAL

1 – Cartão CNPJ 32.068.363/0001-55 ;

2 – Inscrição Estadual ;

3 – Inscrição Municipal ;

4 – Certidão Positiva de Débitos de Tributos e Contribuições Federais ,com efeitos de Negativa;

5 – Certidão Quanto à Dívida Ativa da União ;

6 – Fazenda Estadual ;

7 – Fazenda Municipal ;

8 – Certidão Positiva de Débito com efeitos de Negativa – INSS ;

9 – Certificado de Regularidade do FGTS – CRF.

ROS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0052
3675
Doc:

DENAF 1799

Comprovante de Inscrição e de Situação Cadastral

Contribuinte,

Confira os dados de Identificação da Pessoa Jurídica e, se houver qualquer divergência, providencie junto à SRF a sua atualização cadastral.

REPÚBLICA FEDERATIVA DO BRASIL

CADASTRO NACIONAL DA PESSOA JURÍDICA

NÚMERO DE INSCRIÇÃO	COMPROVANTE DE INSCRIÇÃO E DE SITUAÇÃO CADASTRAL	DATA DE ABERTURA
32.068.363/0001-55		21/06/1988

NOME EMPRESARIAL TOTAL LINHAS AEREAS S.A			
TÍTULO DO ESTABELECIMENTO (NOME DE FANTASIA) ********			
CÓDIGO E DESCRIÇÃO DA ATIVIDADE ECONÔMICA PRINCIPAL 62.10-3-00 - Transporte aéreo, regular			
CÓDIGO E DESCRIÇÃO DA NATUREZA JURÍDICA 205-4 - SOCIEDADE ANONIMA FECHADA			
LOGRADOURO AV SENADOR SALGADO FILHO	NÚMERO 5397	COMPLEMENTO SALA D	
CEP 81.580-000	BAIRRO/DISTRITO UBERABA	MUNICÍPIO CURITIBA	UF PR
SITUAÇÃO CADASTRAL ATIVA		DATA DA SITUAÇÃO CADASTRAL 25/10/2003	
SITUAÇÃO ESPECIAL ********		DATA DA SITUAÇÃO ESPECIAL ********	

Aprovado pela Instrução Normativa SRF nº 200, de 13 de setembro de 2002.

Emitido no dia **19/11/2004** às **15:09:09** (data e hora de Brasília).

Voltar

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0054
Doc: 3675

3675

49

DENAF 1178

SECRETARIA DE ESTADO DA FAZENDA
COORDENAÇÃO DA RECEITA DO ESTADO

Senhor Contribuinte,

Comunicamos a Vossa Senhoria que, a partir do dia 01 de abril de 1996, o dígito verificador da inscrição estadual de seu estabelecimento será alterado, passando de alfabético para numérico, conforme determinado a seguir:

INSCRIÇÃO ATÉ 31.03.96	INSCRIÇÃO A PARTIR DE 01.04.96
100.05644-R	10005644-58

Portanto, solicitamos que Vossa Senhoria providencie até 30 de junho de 1996, a confecção de um novo carimbo padrão que será aposto nas GIA's/GIAR's e GR's, e outro carimbo contendo somente a nova inscrição CAD.ICMS, para utilização nos demais documentos fiscais.

Salientamos que a mudança não afeta o prazo de recolhimento do ICMS que permanece inalterado.

Brevemente, Vossa Senhoria será comunicado do local aonde estará disponível o CICAD - Comprovante de Inscrição Cadastral e um cartão magnético, para seu uso exclusivo, que permitirá o acesso às informações cadastrais e outros serviços de interesse de seu estabelecimento, em terminais de consulta, a serem implantados em todo o Estado do Paraná.

Tais alterações fizeram-se necessárias em conseqüência da modernização do nosso sistema de informações e uniformização com os demais Estados da Federação. Com isto, estamos oferecendo acesso mais rápido e eficiente às informações e melhorando sobremaneira o relacionamento fisco/contribuinte.

Abaixo, encaminhamos os dados registrados para seu estabelecimento no Cadastro de Contribuintes do ICMS. Estes dados devem ser conferidos e, caso se constate alguma divergência, esta deve ser imediatamente comunicada à Agência de Rendas de sua jurisdição, utilizando-se desta mesma correspondência e anexando os documentos comprobatórios.

Cordialmente,

Reni Pires
DIRETOR

AUTENTICAÇÃO
Certifico que a presente fotocópia é fiel do documento original que me foi apresentado. Dou fé. CTBA, UBERABA, 29 JAN. 2004
Lei: 13.228 de 19/07/2001 FUNREJUS SELO DE AUTENTICIDADE
TABELIONATO DE NOTAS ASG32462

CAD.ICMS: 10005644-58 **CGC/MF:** 32068363/0001-55 **INICIO ATIV.:** 07/1995

RAZÃO SOCIAL: TOTAL LINHAS AEREAS S/A

ENDEREÇO : AV SENADOR SALGADO FILHO 5397 SALA D
UBERABA **CEP:** 81580-000 CURITIBA - PR

TELEFONE: 0413761710 **FAX:** 413761710

NAT.JURÍDICA: S/A - CAP. FECHADO

CATEGORIA : REGIME NORMAL DE PAGAMENTO

ATIV.ECONOM.: 47.61.00 - TRANSPORTES - TRANSPORTE AEREO

CONTABILISTA: CRC/PR PR-0027426/O-3
JONES TEIXEIRA JUNIOR

QUANTIDADE DE SÓCIOS REGISTRADOS PARA A EMPRESA: 003

(*** --- RECADASTRAMENTO (SRE) REGISTRADO --- ***)

CURITIBA, 31/03/96.

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0054
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(50)

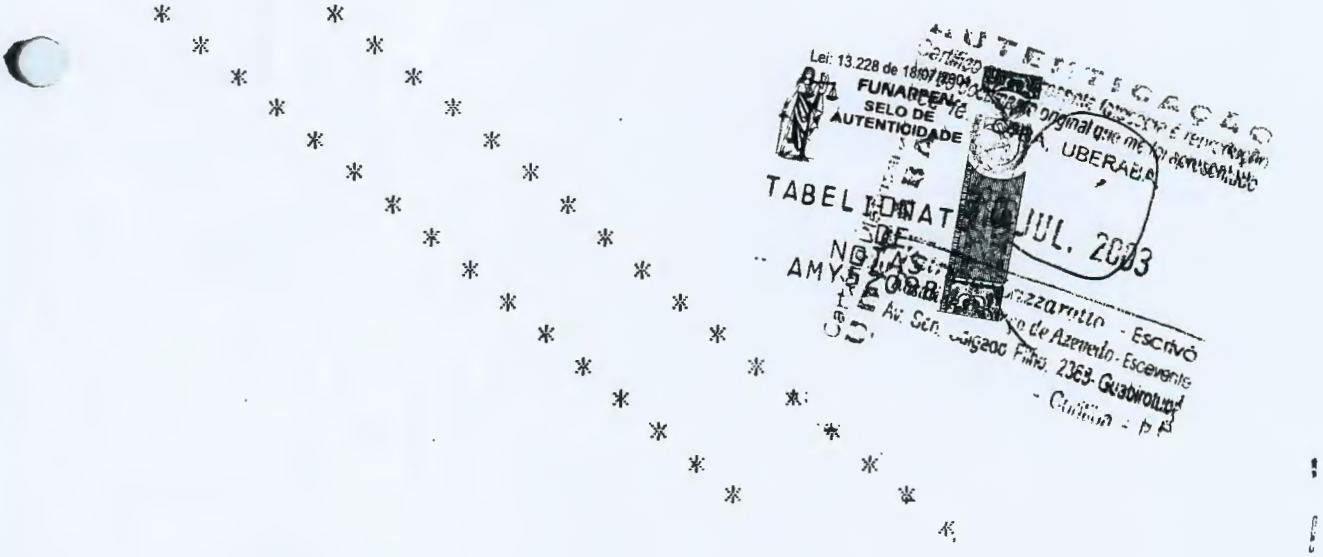
DENAF 1797

PREFEITURA MUNICIPAL DE CURITIBA

ALVARÁ Nº 000546415

A SECRETARIA MUNICIPAL DAS FINANÇAS, concede o presente Alvará de
Licença para Localização, conforme processo Nº 000004601/2002

TOTAL LINHAS AEREAS S/A
AV SENADOR SALGADO FILHO [redacted] \\\\ 5397
COMERCIO [redacted] TERREO
SETOR 88 QUADRA 226 INSC. MUNIC. 6 022 00309778-1
PRESTACAO DE SERVICOS
ESCRITORIO
--->ATIVIDADES DE ASSESSORIA EM GESTAO EMPRESARIAL
--->ESCRITORIO ADMINISTRATIVO



enquanto satisfizer as exigências da legislação em vigor.

Curitiba, 09 DE JANEIRO DE 2002
DIVISÃO DE ALVARÁ E ATENDIMENTOS

JULIO ANDERSON P. KRAMBECK
MATRÍCULA 75.894-0

SMF-FRM:TLA8414401200

IMPORTANTE:
EM CASO DE ENCERRAMENTO, PARALIZACAO, MUDANÇA DE ENDEREÇO, DE RAMO, OU QUALQUER OUTRA ALTERAÇAO, PROCURAR COM URGÊNCIA A DIVISÃO DE ALVARAS PARA AS PROVIDENCIAS LEGAIS CABÍVEIS EVITANDO EM CONSEQÜÊNCIA PROBLEMAS FUTUROS

RQS nº 03/2005 - CN - CMM - CORREIOS
Fls: 0035
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Doc:

51

DENAF 1794

MINISTERIO DA FAZENDA
SECRETARIA DA RECEITA FEDERAL

CERTIDAO POSITIVA DE DEBITOS DE TRIBUTOS E CONTRIBUICOES FEDERAIS,
COM EFEITOS DE NEGATIVA

SUJEITA A CONFIRMACAO DE AUTENTICIDADE NA PAGINA DA SRF NA INTERNET,
NO ENDERECO <HTTP://WWW.RECEITA.FAZENDA.GOV.BR>)

VALIDA ATE: 07/04/2005 - EMITIDA EM: 07/10/2004 NRO.: 7.085.022

CNPJ: 32.068.363/0001-55
TOTAL LINHAS AEREAS S.A
AV SENADOR SALGADO FILHO 5397 SALA D UBERABA
CEP: 81580-000 CURITIBA PR

CONFORME DISPOSTO NO ART. 206 DA LEI NRO 5.172, DE 25 DE OUTUBRO DE 1966, (CODIGO TRIBUTARIO NACIONAL), ESTE DOCUMENTO TEM OS MESMOS EFEITOS DA CERTIDAO NEGATIVA EXPEDIDA DE ACORDO COM O ART. 205 DO REFERIDO CODIGO, POR EXISTIREM EM NOME DO CONTRIBUINTE ACIMA IDENTIFICADO SOMENTE DEBITOS EM RELACAO AOS TRIBUTOS E CONTRIBUICOES FEDERAIS NA CONDICAO ABAIXO ESPECIFICADA:

A EXIGIBILIDADE ESTA SUSPENSA NOS TERMOS DO ART. 151 DO CTN:
CONTENCIOSO ADMINISTRATIVO:
IRPJ, IPI, II, OUTROS TRIBUTOS
PARCELAMENTO DE DEBITO:
OUTROS TRIBUTOS

ESTA CERTIDAO REFERE-SE EXCLUSIVAMENTE A SITUACAO DO CONTRIBUINTE NO AMBITO DA SECRETARIA DA RECEITA FEDERAL, NAO CONSTITUINDO, POR CONSEGUINTE, PROVA DE INEXISTENCIA DE DEBITOS INSCRITOS EM DIVIDA ATIVA DA UNIAO, ADMINISTRADOS PELA PROCURADORIA GERAL DA FAZENDA NACIONAL.

| ESTA CERTIDAO ABRANGE SOMENTE O ESTABELECIMENTO ACIMA IDENTIFICADO |

OBSERVACOES:
CONTRIBUINTE OPTANTE PELO PARCELAMENTO ESPECIAL (PAES)

AUTENTICAÇÃO
Certifico que a presente fotocópia é reprodução fiel do documento original que me foi apresentado
Dou fé.
CTRA TIBERABA
| EXPEDIDA GRATUITAMENTE |
13 OUT. 2004
Lei 13.228 de 18/07/2001 - FUNARBEN
Cartório Distrital de UBERABA
TABELIONATO DE NOTAS AZF50437

CARIMBO, DATA E ASSINATURA

Vivian [illegible] Surek
Del. Coord. Port. [illegible]
07/10/04

EMITIDA COM BASE NA IN/SRF 93, DE 23/11/2001

RQS nº 03/2005 - CN - CPMI - CORREIOS
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Doc: 3675

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MINISTÉRIO DA FAZENDA
PROCURADORIA-GERAL DA FAZENDA NACIONAL

CERTIDÃO QUANTO À DÍVIDA ATIVA DA UNIÃO

NEGATIVA

CNPJ
32.068.363/0001-55

Nome Completo
TOTAL LINHAS AEREAS S.A

Ressalvado o direito de a Fazenda Nacional inscrever e cobrar as dívidas que venham a ser apuradas, certifica-se, para os fins de direito, que, analisados os registros da Dívida Ativa da União, verificou-se a **NÃO EXISTÊNCIA de INSCRIÇÕES** em nome do contribuinte acima identificado. E, para constar, foi extraída, por intermédio da Internet (rede mundial de computadores), esta certidão **NEGATIVA.**

ASPECTOS JURÍDICOS DE VALIDADE

Esta certidão é fornecida gratuitamente tendo validade por 30 dias (Portaria PGFN nº 22, de 19 de janeiro de 2001), não prevalecendo sobre certidões emitidas posteriormente.

Decreto-lei nº 147, de 03 de fevereiro de 1967: "Art. 62. Em todos os casos em que a lei exigir a apresentação de provas de quitação de tributos federais, incluir-se-á, obrigatoriamente, dentre aquelas, a certidão negativa de inscrição de dívida ativa da União, fornecida pela Procuradoria da Fazenda Nacional competente."

ASPECTOS TÉCNICOS DE VALIDADE

Emissão às 15:21:14 do dia 19/11/2004

Código de Controle da Certidão: 509F.098C.56A5.E4AF

Tanto a veracidade da informação quanto a manutenção da condição de não devedor poderá ser verificada na seguinte página na Internet: **http://www.pgfn.fazenda.gov.br**

Atenção: Qualquer rasura ou emenda INVALIDARÁ este documento.

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DENAF 1794

Estado do Paraná
Secretaria de Estado da Fazenda
Coordenação da Receita do Estado

Certidão Negativa de Débitos de Tributos Estaduais
Nº 1583996-75

Certidão fornecida para o CNPJ: **32.068.363/0001-55**
Nome Empresarial: **TOTAL LINHAS AEREAS S/A**

Ressalvado o direito de a Fazenda Pública Estadual inscrever e cobrar débitos ainda não registrados ou que venham a ser apurados, certificamos que, verificando os registros de pendências junto à Fazenda Pública Estadual, constatamos não existirem débitos em nome do requerente, nesta data.

Obs: Esta Certidão engloba todas as inscrições da empresa requerente no CAD.ICMS/PR.

Finalidade: Licitação

A autenticidade desta Certidão deverá ser confirmada via Internet
www.fazenda.pr.gov.br

Esta Certidão tem validade até 12/12/2004 - Fornecimento Gratuito

Estado do Paraná
Secretaria de Estado da Fazenda
Coordenação da Receita do Estado

Certidão Nº 1583996-75

Emitida Eletronicamente via Internet
13/10/2004 - 15:42:21

Dados transmitidos de forma segura
Tecnologia CELEPAR

RQS nº 03/2005 - CN -
CPMI - CORREIOS
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DENAF 1793

PREFEITURA MUNICIPAL DE CURITIBA
SECRETARIA MUNICIPAL DE FINANÇAS
DEPARTAMENTO DE CONTROLE FINANCEIRO

PROCESSO Nº: **113.320/2004** *CERTIDÃO NEGATIVA Nº* **15.864/2004**

CONTRIBUINTE: **TOTAL LINHAS AÉREAS S/A** *Nº FISCAL:* **309.778-1**

ENDEREÇO: **Av. Senador Salgado Filho, 5397**

ALVARÁ EM VIGÊNCIA A PARTIR DE: **09/01/2002**

FINALIDADE: **CONCORRÊNCIA / LICITAÇÃO**

CERTIFICO, para os devidos fins, que de conformidade com as informações prestadas pelos órgãos competentes desta Prefeitura, em nome do (a) requerente, **NÃO CONSTA DÉBITO,** referente a Tributos Municipais inscritos ou não em Divida Ativa até a presente data.....
Em firmeza do que eu, Eloisa Aparecida Ferraz e/ou Silvana Mª Culpi de Siqueira, Assistente Administrativo, passei e digitei a presente certidão, que não apresentando rasuras, emendas ou entrelinhas, vai por mim conferida, visada e assinada.....
.....
.....

-A presente CERTIDÃO é válida por 120 (cento e vinte) dias conforme Decreto nº 432/2003. Cópia da mesma só terá validade se conferida com a original. Reservando-se a Fazenda Municipal, o direito de cobrar dívidas posteriormente constatadas, mesmo as referentes a períodos compreendidos nesta.....

Curitiba, 14 de Outubro de 2004.

ECT DR/PR/SC
CPMI - CORREIO
Fls: 0059
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Doc:

ELOISA A. FERRAZ
CHEFE DE SERVIÇO
MAT.

55

DENAF 1792

PREVNet

CERTIDÃO POSITIVA DE DÉBITO COM EFEITOS DE NEGATIVA

Nº 138382004-14001070

DADOS DO SUJEITO PASSIVO:

CNPJ: 32.068.363/0001-55
NOME: TOTAL LINHAS AEREAS S/A
ENDERECO: AV. SEN. SALGADO FILHO 5397
BAIRRO OU DISTRITO: UBERABA
MUNICIPIO: CURITIBA
ESTADO: PR
CEP: 81580-000

FINALIDADE DA CERTIDÃO:

QUAISQUER DAS FINALIDADES PREVISTAS NAS LEIS 8.212, DE 24 DE JULHO DE 1991, E ALTERACOES, EXCETO PARA:

- AVERBACAO DE CONSTRUCAO CIVIL EM IMOVEL;
- REDUCAO DE CAPITAL SOCIAL E TRANSFERENCIA DE CONTROLE DE COTAS DE SOCIEDADES DE RESPONSABILIDADE LIMITADA;
- BAIXA DE FIRMA INDIVIDUAL, CISAO TOTAL OU PARCIAL, TRANSFORMACAO OU EXTINCAO DE ENTIDADE OU SOCIEDADE COMERCIAL OU CIVIL.

E CERTIFICADO, NA FORMA DO DISPOSTO NA LEI No 8.212/91 E ALTERACOES E NO CODIGO TRIBUTARIO NACIONAL, LEI 5.172/66, QUE, EM NOME DO SUJEITO PASSIVO ACIMA IDENTIFICADO, CONSTA A EXISTENCIA DOS DEBITOS A SEGUIR RELACIONADOS, CUJA EXIGIBILIDADE ENCONTRA-SE SUSPENSA, NAO SENDO IMPEDITIVOS A EMISSAO DESTA CERTIDAO, PARA A FINALIDADE DISCRIMINADA:

OS DEBITOS DESTA EMPRESA ESTAO INCLUIDOS NO REFIS

VALIDA PARA TODOS OS ESTABELECIMENTOS DA EMPRESA, MATRIZ E FILIAIS.

A ACEITACAO DA PRESENTE CERTIDAO ESTA CONDICIONADA A VERIFICACAO DE SUA VALIDADE NA INTERNET, NO ENDERECO www.previdenciasocial.gov.br, OU EM QUALQUER AGENCIA DA PREVIDENCIA SOCIAL OU UNIDADE AVANCADA DE ATENDIMENTO DA PREVIDENCIA SOCIAL.
DEVERA SER OBSERVADA A FINALIDADE PARA A QUAL FOI EMITIDA.

EMITIDA EM, 09 DE NOVEMBRO DE ~~2004~~.
COM VALIDADE ATE 07/02/2005 .
VALIDA POR 90 DIAS DA DATA DA SUA EMISSAO.

RQS nº 03/2005 - CN - CPMI - CORREIOS
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PREVIDÊNCIA SOCIAL. A SEGURADORA DO TRABALHADOR BRASILEIRO.

DENAF 1791

CAIXA
CAIXA ECONÔMICA FEDERAL

Certificado de Regularidade do FGTS - CRF

Inscrição: 32068363/0001-55
Razão Social: TOTAL LINHAS AÉREAS S/A
Endereço: AV SENADOR SALGADO FILHO 5397 SALA D / UBERABA / CURITIBA / PR / 81580-000

A Caixa Econômica Federal, no uso da atribuição que lhe confere o Art. 7, da Lei 8.036, de 11 de maio de 1990, certifica que, nesta data, a empresa acima identificada encontra-se em situação regular perante o Fundo de Garantia do Tempo de Serviço - FGTS.

O presente Certificado não servirá de prova contra cobrança de quaisquer débitos referentes a contribuições e/ou encargos devidos, decorrentes das obrigações com o FGTS.

Validade: 18/11/2004 a 17/12/2004

Certificação Número: 2004111813383680761139

Informação obtida em 20/11/2004, às 10:36.

A utilização deste Certificado para os fins previstos em Lei está condicionada à verificação de autenticidade no site da Caixa: **www.caixa.gov.br**

RQS nº 03/2005 - CN - CPMI - CORREIOS
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TOTAL
LINHAS AÉREAS S.A.

DENAF

DOCUMENTOS RELATIVOS À QUALIFICAÇÃO TÉCNICA

1 – 03 (três) Contratos de Arrendamento Operacional :

1.1 – Pacific Coast Group , Inc. (MSN 22053);

1.2 – Pacific Coast Group , Inc. (MSN 22167);e

1.3 – Aviation Capital Group (MSN 22007) ;

2 – Certificados de Matrícula e Aeronavegabilidade das aeronaves :

2.1 – MSN 22053 / PT-MTQ ;

2.2 – MSN 22167 / PT-MTT ; e

2.3 – MSN 22007 / PR-TTB .

3 – CHETA e Certificado de Homologação de Empresa Número 0410-02/DAC – RBHA 145;

4 – Especificações Operativas e Alteração ;

5 – Atestado de Capacidade Técnica ; e

6 – Declaração de Atendimento ao Artigo 27 , Inciso V da Lei 8.666/93.

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3675
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58

DENAF 1789

Aircraft MSN 22053

OPERATING LEASE AGREEMENT

(Aircraft 22053)

Dated as of October 23, 2000

Between

TOTAL LINHAS AEREAS S.A.
as Lessee

and

PACIFIC COAST GROUP, INC.
as Lessor

ONE 1980 BOEING MODEL 727-243F Aircraft

SERIAL NUMBER 22053

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Fls. 0063
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OPERATING LEASE AGREEMENT

(Aircraft 22053)

This Operating Lease Agreement, (Aircraft 22053) (this "Lease") dated as of October 23, 2000 is between Total Linhas Aereas S.A., a corporation duly organized under the laws of Brazil ("Lessee") with principal place of business at Avenida Senador Salgado Filho, No. 5397, Curitiba, Paraná, Brazil, and Pacific Coast Group, Inc., a corporation duly organized under the laws of the State of Nevada, U.S.A. (together with its successors and assigns, "Lessor") with its principal place of business at 3291 N. Buffalo Drive, Suite 8, Las Vegas, Nevada 89129.

WITNESETH:

Section 1. - Definitions. Unless the context otherwise requires, all capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Appendix A hereto for all purposes of this Lease and shall be equally applicable to both the singular and the plural forms of the terms herein defined.

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Section 2. - Notice of Delivery Date: Acceptance and Leasing of Aircraft; Conditions.

(a) **Notice of Delivery Date.** Lessor agrees to give Lessee at least three Business Days' prior written notice of the scheduled Delivery Date for the Aircraft, which scheduled Delivery Date shall be a Business Day not later than November 15, 2000.

(b) **Delivery, Acceptance and Leasing of the Aircraft.** Upon satisfaction of the conditions required to be satisfied on or prior to the Delivery Date, as set forth in Section 2(c) hereof, Lessor hereby agrees to lease to Lessee hereunder, and Lessee hereby agrees to lease on the Delivery Date from Lessor hereunder, the Aircraft and the Aircraft Documents as evidenced by the execution by Lessor and Lessee of the Initial Lease Supplement. Lessor shall deliver the Aircraft to Lessee under this Lease at Brunswick, Georgia, USA and Lessee shall acknowledge its acceptance of such delivery

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by delivering the Initial Lease Supplement attached hereto as Exhibit A. The delivery of such Initial Lease Supplement shall irrevocably constitute acceptance by Lessee of the Aircraft and the Aircraft Documents for all purposes of this Lease, that the technical representatives of Lessee have appropriately inspected the Aircraft and the Aircraft Documents and that the Aircraft complies with all maintenance requirements and further provisions set forth in this Lease. In addition, at such time of delivery Lessee shall deliver the Acceptance Certificate attached hereto as Exhibit C signed by an authorized employee or employees of Lessee. After delivery, the Aircraft will be in every respect at the sole risk of Lessee, who will bear all risk of loss, theft, damage or destruction to the Aircraft from any cause whatsoever.

Lessee hereby undertakes not to operate the Aircraft until the Certificate of Registration and Nationality and the Certificate of Airworthiness mentioned in Section 2 (C) (xxx) are issued by the Brazilian Aeronautical Registry evidencing Lessor as owner and lessor and Lessee as operator of the Aircraft, all in form an substance acceptable to Lessor. Lessee further undertakes to indemnify and hold Lessor harmless from any liability or responsibility arising from or relating to the Aircraft, or the use or operation thereof, prior to the registration of this Lease with the Brazilian Aeronautical Registry.

Nevertheless, if Lessee obtains a Provisional Airworthiness and Registration Certificate issued by the Brazilian Civil Aviation Department in accordance with Section 2 (C) (xxv) below (which shall evidence Lessor as owner and lessor of the Aircraft and Lessee as operator thereof) before issuance of the definitive Certificate of Registration and Nationality and of the definitive Certificate of Airworthiness (collectively, the "Certificates"), Lessee will be entitled to operate the Aircraft for the period of validity of such Provisional Airworthiness and Registration Certificate regardless of the issuance of the definitive Certificates. Lessor will be entitled to treat the use or operation of the Aircraft before issuance of such Provisional Airworthiness and Registration Certificate as an Event of Default.

If the term of validity of such Provisional Airworthiness and Registration Certificate expires and is not renewed and the definitive Certificates are not obtained by the time of expiration of the term of validity of such Provisional Airworthiness and Registration Certificate, Lessee will be immediately obliged to ground the Aircraft and not use or operate the same until Lessee obtains the definitive Certificates from the

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Brazilian Aeronautical Registry; Lessor being entitled to treat such use or operation as an Event of Default.

(c) **Conditions Precedent to the Obligations of Lessor.** It is agreed that the obligation of Lessor to lease the Aircraft and the Aircraft Documents to Lessee is subject to, arrangement of long-term financing of the Aircraft by the Lessor upon such terms and conditions as the Lessor shall, in its sole discretion, deems satisfactory and the satisfaction on the Delivery Date of the conditions precedent set forth below (**provided, however,** if any of the following conditions specify a later date than the Delivery Date for compliance, compliance shall be effected on or prior to such later date):

(i) The following documents shall have been duly authorized, executed (in accordance with all required formalities as may be required in Brazil and the United States) and delivered by the respective party or parties thereto and shall be in full force and effect:

(A) this Lease;

(B) the Initial Lease Supplement (to be delivered on the Delivery Date);

(C) the Acceptance Certificate (to be delivered on the Delivery Date); and

(D) all of the agreements of Guaranty, duly executed by each Guarantor, along with a legal opinion from the country of residence of the Guarantor stating such matters as Lessor shall request.

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(ii) Lessor shall have received the following, in each case in form and substance reasonably satisfactory to it:

(A) a copy of Lessee's Maintenance Program certified as being true and correct as of the Delivery Date by the Secretary of Lessee; and

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(B) a copy of the up-dated bylaws, charter documents and a copy of the general authorizing resolutions of the board of directors (or executive committees) or other reasonably satisfactory evidence of authorization of Lessee and each Guarantor certified as of the Delivery Date by the Secretary of Lessee and each Guarantor, which authorize the execution, delivery and performance by Lessee and each Guarantor of all the Operative Documents to which each of them is a party, together with such other documents and evidence with respect to Lessee and each Guarantor as Lessor or its counsel may reasonably request in order to establish the consummation of the transactions contemplated hereby, the taking of all corporate proceedings in connection therewith and compliance with the conditions herein set forth.

(iii) All appropriate action required to have been taken prior to the Delivery Date by the Registration Authority and any governmental or political agency, subdivision or instrumentality of Brazil and in the United States in connection with the registration with the Registration Authority of the ownership of the Aircraft, this Lease, and the security interest of Lessor's Lender under the Mortgage (so that registration of the Aircraft, Lease and Mortgage in Brazil, as contemplated hereby, is completed contemporaneously with the delivery of the Aircraft hereunder) and all other of the transactions contemplated hereby, shall have been taken, and all orders, permits, licenses, waivers, authorizations, exemptions and approvals of such entities required to be in effect on the Delivery Date in connection with the transactions contemplated hereby shall have been issued, and all such orders, permits, licenses, waivers, authorizations, exemptions and approvals shall be in full force and effect on the date hereof and on the Delivery Date (no such orders, permits, licenses, waivers, authorizations, exemptions and approvals shall be issued on a temporary basis pending further review by the entity requiring such to be in effect and such orders, permits, licenses, waivers, authorizations, exemptions and approvals shall include positioning with the Registration Authority all prerequisites to obtaining registration of the Aircraft prior to delivery);

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(iv) On the Delivery Date, (A) the representations and warranties of Lessee contained in Section 4(b) hereof shall be true and accurate as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and

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warranties shall be true and accurate on and as of such earlier date), (B) no event shall have occurred and be continuing, or would result from the lease of the Aircraft, which constitutes (or would, with the passage of time or the giving of notice or both, constitute) an Event of Default hereunder, and (C) no event shall have occurred that might adversely affect the business or financial condition of Lessee from that existing on June 30, 2000 or the ability of Lessee to perform its obligations under the Operative Documents;

(v) Lessor shall have received (A) on or before the Delivery Date, such opinions addressed to Lessor, from its and the Lessor's Lender's counsel in the United States and Brazil with respect to registration of the Aircraft, the Lease and the Mortgage, enforcement of the Lease and the agreements of Guaranty, taxation, repossession and covering such other matters and being in a form as each shall require, in its sole respective discretion;

(vi) Lessor shall have received evidence on or before the Delivery Date that all payments due Lessor under this Lease and the agreements of Guaranty shall not require any exchange control or other approval from the government of Brazil and that Lessee shall be permitted to deliver all necessary returns and payments due to the tax authorities in Brazil, and to pay all taxes to be deducted from any payment under this Lease and each agreement of Guaranty, including, without limitation, any value added tax, sales, or any other applicable tax including, without limitation, on the Basic Rent (in which case, Lessee shall pay over to Lessor each month the amount necessary to pay such amounts directly to the taxation authorities in Brazil;

(vii) Lessor shall have received a certificate signed by the President or any Vice President of Lessee certifying as to the matters with respect to such party specified in clause (iv) above in a form satisfactory to Lessor;

(viii) Lessor shall have received an independent insurance broker's report, and certificates of insurance, in form and substance satisfactory to Lessor, as to the due compliance with the terms of Section 11 and Exhibit F hereof relating to insurance with respect to the Aircraft;

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(ix) On the Delivery Date, no Event of Loss (or event which with the passage of time would become an Event of Loss) with respect to the Airframe or any Engine shall have occurred;

(x) On or prior to the Delivery Date, Lessor shall have received satisfactory evidence that all import, customs or similar duties in respect of the Aircraft have been discharged or the relevant exemption obtained, including, without limitation, obtaining an Import License from the Foreign Trade Secretariat authorizing importation of the Aircraft under the special regime of temporary admission ("regime especial de admissao temporaria");

(xi) Lessor shall have received the Security Deposit no later than four days prior to the Delivery Date;

(xii) No action or proceeding shall have been instituted nor shall governmental action be threatened before any United States, Brazil or other foreign court or governmental agency, nor shall any order, judgment or decree have been issued or proposed to be issued by any United States, Brazil or other foreign court or governmental agency at the time of the Delivery Date to set aside, restrain, enjoin or prevent the completion and consummation of this Lease or the transactions contemplated hereby and thereby;

(xiii) No change shall have occurred after the date of execution and delivery of this Lease in applicable law or regulations thereunder or interpretations thereof by appropriate regulatory authorities which, in the reasonable opinion of Lessor, would make it a violation of a law or regulations for Lessor to execute, deliver and perform its obligations hereunder or under any other Operative Document to which it is a party;

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(xiv) All proceedings taken in connection with the transactions contemplated hereby and by the Operative Documents and all documents and papers relating hereto and thereto shall be reasonably satisfactory to Lessor and its counsel, and Lessor and its counsel shall have received copies of such documents and papers as Lessor or its counsel may reasonably request, in connection herewith and therewith or as a basis for such counsel's closing opinion, all in form and substance satisfactory to Lessor

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and its counsel.

(xv) Lessee shall have delivered to Lessor a Power of Attorney, irrevocable to the extent permitted by applicable law, in a form acceptable to Lessor, authorizing Lessor or such other person as Lessor may from time to time specify to do any thing or act or to give any consent or approval which may be required to export the Aircraft from the country of the Registration Authority and obtain deregistration of the Aircraft from the Registration Authority upon any termination of this Lease, executed before a Brazilian Notary Public and evidence of the registration of such power of attorney with the Registry of Title Documents;

(xvi) Lessee shall have delivered to Lessor a letter authorizing Lessor, from time to time, to make inquiry of air traffic control authorities in Brazil regarding the status of the account of Lessee and its payment in full of all due and payable fees owed thereto;

(xvii) Lessee shall have delivered evidence reasonably satisfactory to Lessor that each agreement of Guaranty has been registered with the appropriate Public Registry of Titles and Documents;

(xviii) Lessee shall have delivered evidence reasonably satisfactory to Lessor that the Lessee and each Guarantor shall have appointed an agent for service of process in Nevada, at their respective expense, in accordance with this Lease and the agreements of Guaranty;

(xix) Lessee shall have delivered a report of all pending litigation as set forth in Section 4 below;

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(xx) Lessee shall have delivered a certified copy of the approval of the transaction contemplated by this Lease issued by the Commission for Coordination of Civil Air Transport (COTAC) of Brazil;

(xxi) Lessee shall have delivered evidence that the applicable Brazilian Federal Revenue Authorities have authorized the valid admission of the Aircraft into Brazil under the special regime of temporary admission ("regime especial

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de admissao temporaria");

(xxii) Lessee shall have delivered certified true copies by a duly authorized officer of the Lessee of Lessee's air transport license, air operator's certificates and other licenses, certificates and permits required by the Registration Authority and by the laws of Brazil to operate the Aircraft for purposes envisaged by this Lease;

(xxiii) The Lessee shall have provided to Lessor with a certified copy of the Registry of Financial operations-ROF issued by the Central Bank of Brazil approving the financial terms and conditions of this Lease and expressly naming each Guarantor as guarantors under this Lease;

(xxiv) The Lessee shall have delivered to Lessor evidence of filing for registration of this Lease and the Mortgage, along with their certified Portuguese translations, with the Registration Authority (Brazilian Aeronautical Registry) and registration of this Lease with the appropriate Brazilian Public Registry of Titles and Documents;

(xxv) On or before the Delivery Date, Lessee shall have delivered to Lessor a duly certified copy of the Provisional Airworthiness and Registration Certificate issued by the Registration Authority (A) specifying the Lessor as lessor and owner of the Aircraft, (B) noting the ownership rights of the Lessor and the rights and interests of the Lessor and Lessor's Lender, and (C) specifying the Lessee as lessee and operator of the Aircraft;

(xxvi) Upon entrance of the Aircraft within Brazilian territory, Lessee shall deliver to Lessor a duly certified copy of the customs clearance forms and documents issued by the Brazilian Federal Revenue Department ("Departamento da Receita Federal") and a copy of the Declaration of Importation evidencing that the Aircraft was legally admitted into Brazil under the special regime of temporary admission ("regime especial de admissao temporaria") and that Lessee has duly paid eventual import taxes owed under such special regime of temporary admission;

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(xxvii) Within ten (10) days after the Delivery Date, Lessee shall deliver a duly certified copy of the Schedule of Payments issued by the Central Bank of

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Brazil in connection with the remittance to the Lessor in Dollars of all amounts payable under this Lease;

(xxviii) The Lessee shall have delivered within ten (10) days after the Delivery Date satisfactory evidence of the registration of the Certificate of Acceptance and Initial Lease Supplement (together with the certified translations thereof in Portuguese) with the Brazilian Registry of Titles and Documents and the Brazilian Aeronautical Registry;

(xxix) The Lessee shall have delivered to Lessor within ten (10) days after the Delivery Date, an official certified copy of the Import Certificate evidencing customs clearance of the Aircraft for the entire Term of the Lease.

(xxx) The Lessee shall deliver to Lessor within ten (10) days after the Delivery Date, a certified copy of the Certificate of Registration and Nationality, Certificate of Airworthiness and "Certificate" issued by the Brazilian Aeronautical Registry evidencing full and unconditional registration of this Lease and the Mortgage therewith.

LESSEE SHALL COOPERATE WITH LESSOR AND ITS BRAZILIAN COUNSEL TO EXECUTE AND/OR DELIVER THE FOREGOING AT SUCH TIME AS SUCH MAY BE PRESCRIBED BY LESSOR'S BRAZILIAN COUNSEL AND LESSEE SHALL DELIVER SUCH ADDITIONAL DOCUMENTS AND INSTRUMENTS AS MAY BE NECESSARY TO PROPERLY CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS LEASE AND THE MORTGAGE OF THE LENDER.

The conditions specified in this Section 2(c) are inserted for the sole benefit of Lessor and may be waived or deferred in whole or in part and with or without conditions by Lessor. If any of such conditions due on or before the Delivery Date are outstanding on the Delivery Date and Lessor (in its absolute discretion) nonetheless agrees to deliver the Aircraft to Lessee, Lessee shall ensure that such outstanding conditions are fulfilled within such time period as Lessor shall reasonably select and Lessor shall be entitled to treat the failure of Lessee to perform such outstanding conditions within the selected time period as an Event of Default. Any condition not

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due on or before the Delivery

Date shall be met on the date stated above in such condition and Lessee's failure to comply with any such condition by such later date shall constitute an Event of Default hereunder.

Section 3. - Term and Rent, Security Deposit

(a) **Term.** The term of this Lease shall commence on the Delivery Date at the Delivery Time and end on the Lease Expiry Date at the Delivery Time (such period, the "Base Term"), unless earlier terminated pursuant to the provisions hereof. For purposes of this Lease, "Term" shall refer to and mean, the Base Term.

(b) **Basic Rent**. Lessee shall pay to Lessor basic rent ("Basic Rent") of US$125,000 per month, payable monthly, in arrears, commencing with the first Basic Rent Date occurring in the calendar month immediately succeeding the month in which the Delivery Date occurs (which first payment shall be an Basic Rent prorated (based on a thirty day month) on a daily basis for the period commencing with the Delivery Date through the first Basic Rent Date) and on each Basic Rent Date thereafter during the Term and including the date on which the Aircraft is returned to Lessor under this Lease, prorated for any partial month. Provided that there shall not have occurred any Default or Event of Default under this Lease, commencing on the Basic Rent Date falling in the 38th calendar month following the Delivery Date through the Lease Expiry Date, Basic Rent during such period shall be US$114,500.

(c) **Supplemental Rent**. Lessee shall pay (or cause to be paid) promptly to Lessor, or to whomsoever shall be entitled thereto, any and all Supplemental Rent constituting Stipulated Loss Value, Maintenance Reserves and all other amounts of Supplemental Rent as the same shall become due and owing, and in the event of any failure on the part of Lessee to pay any Supplemental Rent when due, Lessor shall have all rights, powers and remedies provided for herein or in any other Operative Document or by law or equity or otherwise in the case of nonpayment of Basic Rent. Lessee will also pay to Lessor, or to whomsoever shall be entitled thereto, as Supplemental Rent, (i) to the extent permitted by applicable law, interest at the Overdue Rate with respect to any payment of Basic Rent not paid on the date when due

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for any period for which the same shall be overdue and on any payment of Supplemental Rent not paid on the date when due for the period until the same shall be paid, plus (ii) an amount equal to 5% of the amount of any payment of Basic Rent not paid when due.

(d) **Payments in General.** All payments of Rent payable to Lessor shall be made without set-off directly by Lessee by wire transfer of immediately available funds on the date of payment in Dollars, to the following account of Lessor (or to such other account of Lessor as Lessor shall direct in a notice to Lessee at least five (5) Business Days prior to the date such payment of Rent is due):

Notwithstanding anything to the contrary contained herein, if any date on which a payment of Rent becomes due and payable is not a Business Day, then such payment shall be made on the next succeeding Business Day and no additional interest shall accrue on the amount of such payment, if such payment is made on such next succeeding Business Day.

(e) **Security Deposit and Guaranty.** On or prior to four days prior to the Delivery Date, Lessee shall make a cash payment to Lessor (or deliver to Lessor an irrevocable letter of credit from a bank and in a form, each of which are acceptable to Lessor, in its sole discretion) in an amount equal to Five Hundred Thousand and no/100 (U.S.$500,000)(such amount plus any other amount or letter of credit deposited with respect to the Spares, if any, the "Security Deposit") to serve as security for Lessee's full and faithful performance of all of its obligations under this Lease. If Lessee fails to pay Rent hereunder or to pay any other sums due or to perform any of the other terms and provisions of this Lease, or is otherwise in Default hereunder, in addition to all other rights Lessor shall have under the Nevada Uniform Commercial Code as a secured party, Lessor may draw upon, use, apply and retain all or any portion of the Security Deposit (including the letter of credit) in partial payment for sums due to Lessor by Lessee, to compensate Lessor for any sums it may in its discretion advance as a result of a Default by the Lessee, or to apply toward losses or expenses Lessor may suffer or incur as a result of Lessee's Default hereunder. If Lessor draws upon and uses or applies all or any portion of the Security Deposit, such application shall not be deemed a cure of any Default, and Lessee shall within five (5) Business Days after written demand therefor deposit with Lessor in cash an amount sufficient to restore the

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Security Deposit (including the letter of credit) to its original sum. So long as no Default or Event of Default under this Lease shall have occurred and be continuing at the end of the Term of this Lease, the Security Deposit, less any costs incurred by Lessor in connection with the termination of the Lease or return of the Aircraft, shall be returned to Lessee within 30 days after Lessee's return of the Aircraft in compliance with Section 5. Lessor's obligation to return the Security Deposit shall be considered an unsecured obligation of Lessor. Lessee shall under no circumstances be entitled to off-set any Rent against the Security Deposit. In addition, prior to the Delivery Date Date, Lessee shall deliver to Lessor the unconditional guarantee of all of Lessee's obligations under this Lease by each Guarantor, pursuant to delivery by each Guarantor of an agreement of Guaranty in the form of Exhibit G hereto.

(f) **Maintenance Reserves.** During the Term of this Lease, Lessee shall, on or before the 10th day of each calendar month, transmit to Lessor an officer's certificate in the form of Exhibit B attached hereto setting forth the actual number of Aircraft flight hours (defined for purposes of this Lease as being the time between takeoff and landing) during the immediately preceding month. At the same time Lessee delivers the certificate monthly, Lessee shall pay Lessor, as a maintenance reserve with respect to operation of the Aircraft in the immediately preceding month as follows: (i)US$20,000 per month with respect to the performance of Airframe "D" Checks and "C" Checks (allocated as US$7500 per month to "D" Checks and US$12,500 per month to "C" Checks); (ii)US$90**[subject to change based on cycle to hour ratio] per Engine per Engine flight hour with respect to scheduled Engine shop visits; (iii) US$10 per Aircraft flight hour with respect to the performance of scheduled overhaul of the auxillary power unit ("APU"); and (iv) US$10 per Aircraft flight hour with respect to performance of scheduled overhaul of the landing gear.

Lessee shall wire transfer such funds into a bank account designated by Lessor, which account, and the funds therein, shall be subject to Lessor's sole and exclusive control (amounts so deposited, the "Maintenance Reserves" and the above-specified events to which they are applicable, "Maintenance Reserve Events"). Lessor need not segregate the monies deposited as Maintenance Reserves and may instead commingle such monies with its own funds.

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During the Term of this Lease, in addition to all other maintenance obligations

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of Lessee under this Lease, Lessee shall be solely responsible to perform all maintenance, repair and servicing of the Aircraft, including, without limitation, the Maintenance Reserve Events, when required and when due, at its expense and, so long as there exists no Default or Event of Default under the Lease, Lessee shall be reimbursed from the allocated Maintenance Reserves previously paid in by Lessee as follows:

(i) After completion of a scheduled "C" Check or "D" Check, Lessee shall provide Lessor with third party invoices showing the work performed and copies of the applicable records or logbook, whereupon Lessor shall reimburse Lessee from the allocated Maintenance Reserves for such check only, an amount equal to the lesser of (i) the amount for such check previously paid by Lessee as Maintenance Reserves for such check, and (ii) the amount of the supported invoice.

(ii) After completion of a scheduled Engine shop visit, Lessee shall provide Lessor with third party invoices showing the work performed and copies of the Engine Logbook, whereupon Lessor shall reimburse Lessee from the allocated Maintenance Reserves for such Engine only, an amount equal to the lesser of (i) the amount for shop visits previously paid by Lessee as Maintenance Reserves for such Engine and task, and (ii) the amount of the supported invoice.

(iii) After completion of scheduled APU overhaul, Lessee shall provide Lessor with third party invoices showing the work performed and copies of the airframe logbook, whereupon Lessor shall reimburse the Lessee from the allocated Maintenance Reserves for such APU overhaul, an amount equal to the lesser of (i) the amount of Maintenance Reserves for such overhaul previously paid by Lessee as Maintenance Reserves for such task and (ii) the amount of the supported invoice.

(iv) After completion of scheduled landing gear overhaul, Lessee shall provide Lessor with third party invoices showing the work performed and copies of the airframe logbook, whereupon Lessor shall reimburse the Lessee from the allocated Maintenance Reserves for such landing gear overhaul, an amount equal to the lesser of (i) the amount of Maintenance Reserves for such overhaul previously paid by Lessee as Maintenance Reserves for such task and (ii) the amount of the supported invoice.

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Lessee shall give Lessor ten (10) Business Days (or such shorter period as is

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reasonably practicable in the case of unplanned and non-deferrable maintenance) prior written notice of any shop visit or scheduled event (Maintenance Reserve Event) which is covered by the Maintenance Reserves. Such notice shall disclose the scope of the proposed work, the name of the maintenance provider (which shall be an Approved Maintenance Provider) and the proposed cost of the maintenance work. All such work shall be subject to Lessor's approval and Lessor may disapprove of the proposed maintenance work based on the scope of work or cost. Lessor shall be entitled, at its expense, to have an employee or agent on site at the Approved Maintenance Provider's facility to monitor the work to be performed. Lessor shall also receive notice of completion of the approved maintenance work, which notice shall include an invoice from the Approved Maintenance Provider indicating the cost of the work completed, the scope of the work completed and a statement by the Approved Maintenance Provider that the work has been completed in accordance with Regulation Authority and FAA requirements. Lessor, at its option, may disburse applicable Maintenance Reserves to the Approved Maintenance Provider directly. All costs and expenses which (A) relate to unscheduled events, accident, abuse, misuse, warranty claims or insured events; or (B) exceed the allowed reimbursement from the Maintenance Reserves, shall be the responsibility of the Lessee in all instances.

Annually on the anniversary of the Delivery Date, the Maintenance Reserve rates shall be reviewed by Lessor and increased on notice to Lessee, on a going forward basis, if there is a change in the operating environment of the Aircraft, Lessee's hour-to-cycle ratio or there are increases in costs of events covered by the Maintenance Reserves.

It is the intent of the parties hereto that the Maintenance Reserves and the amounts deposited in the Maintenance Reserves shall be the sole and exclusive property of Lessor (the Maintenance Reserves being a usage rental charge). Accordingly, the Maintenance Reserves remaining at the end of the Term shall be retained by Lessor and Lessee shall have no right with respect thereto nor shall Lessee be entitled to an accounting thereof. If, notwithstanding the preceding sentences of this paragraph, a court of law disregards the intent of the parties hereto and determines the Maintenance Reserves are the property of Lessee, Lessee hereby grants Lessor a first priority security interest in the Maintenance Reserves and the amounts deposited as Maintenance Reserves to secure Lessee's obligations hereunder.

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Upon the expiration or early termination of this Lease, Lessee shall immediately pay to Lessor that portion of the Maintenance Reserves that is applicable to the period commencing on the first day of the month in which such termination occurs and ending with the date the Aircraft is returned to Lessor in accordance with this Lease.

Section 4. - Representations, Warranties and Covenants.

(a) **Lessor's Representations, Warranties and Disclaimers.**

LESSOR LEASES AND LESSEE TAKES THE AIRCRAFT AND THE AIRCRAFT DOCUMENTS "AS-IS, WHERE-IS." LESSEE ACKNOWLEDGES AND AGREES THAT AS BETWEEN LESSOR AND LESSEE (A) THE AIRFRAME AND EACH ENGINE ARE OF A SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY AND ACCEPTABLE TO LESSEE, (B) LESSEE IS SATISFIED THAT THE AIRFRAME AND EACH ENGINE ARE SUITABLE FOR ITS PURPOSES, (C) LESSOR IS NOT A MANUFACTURER OR A DEALER IN PROPERTY OF SUCH KIND, AND (D) LESSOR HAS NOT MADE, NOR SHALL LESSOR BE DEEMED TO HAVE MADE, WHETHER BY VIRTUE OF HAVING LEASED THE AIRCRAFT AND THE AIRCRAFT DOCUMENTS UNDER THIS LEASE, OR HAVING ACQUIRED THE AIRCRAFT AND THE AIRCRAFT DOCUMENTS, OR HAVING DONE OR FAILED TO DO ANY ACT, OR HAVING ACQUIRED OR FAILED TO ACQUIRE ANY STATUS UNDER OR IN RELATION TO THIS LEASE OR OTHERWISE, AND LESSOR WILL BE DEEMED TO HAVE EXPRESSLY DISCLAIMED, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, AIRWORTHINESS, CONDITION, VALUE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE OF THE AIRCRAFT, THE AIRCRAFT DOCUMENTS OR ANY PART THEREOF, AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP WITH RESPECT TO THE AIRCRAFT OR ANY PART THEREOF, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER,

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EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), WITH RESPECT TO THE AIRCRAFT, THE AIRCRAFT DOCUMENTS OR ANY PART THEREOF, except that Lessor represents and warrants that on the Delivery Date, Lessor has legal title to the Aircraft. Lessor assigns to Lessee such assignable rights as Lessor may have under any warranty, covenant, representation, service life policy, aircraft performance guarantee, indemnity or product support agreement with respect to the Aircraft made by the Manufacturer or any of its subcontractors or suppliers and any other claims against the Manufacturer or any such subcontractor or supplier with respect to the Aircraft; provided, however, that upon the occurrence of a Default or an Event of Default, Lessee shall, at Lessee's expense, be deemed to have reassigned all such rights and other claims to Lessor.

(b) **Lessee's Representations, Warranties and Covenants.** Lessee hereby represents and warrants to Lessor that:

(i) Lessee is a corporation duly organized and validly existing in good standing under the laws of Brazil and has the requisite power and authority, and all licenses, rights, permits, certificates, franchises and other privileges, necessary to carry on its business operations and to perform its obligations under this Lease and the other Lessee Documents; Lessee is duly qualified to do business as a foreign corporation in each jurisdiction in which its operations or the nature of its business requires;

(ii) The execution, delivery and performance by Lessee of this Lease and the other Lessee Documents have been duly authorized by all necessary corporate action on the part of Lessee and neither the execution and delivery hereof or thereof nor the consummation of the transactions contemplated hereby and by the other Lessee Documents nor compliance by Lessee with any, nor Lessee's performance of all, of the terms and provisions hereof or thereof will contravene or has contravened any judgment or order applicable to or binding on it or any applicable law or conflict with, result in any breach of, or constitute any default under, its corporate charter or by-laws or conflict with, result in the creation of a Lien under, or require the consent of any trustee or creditor pursuant to, any indenture, mortgage, chattel mortgage, deed of trust, conditional sales contract, lease, bank loan or credit agreement or other agreement or instrument to which Lessee is a party or by which it or its assets are bound, which in

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any such case would have a material adverse effect upon Lessee or its ability to perform its obligations hereunder;

(iii) Lessee has received and has complied with every necessary consent, approval, order, or authorization of, or registration with, and has given prior notice to, each government body having jurisdiction with respect to the execution and delivery of this Lease and the other Lessee Documents, and to perform any of the transactions and obligations contemplated hereby and thereby required to be obtained or given by it, where failure to do so would have an adverse effect upon Lessee or its ability to perform its obligations hereunder;

(iv) This Lease and the other Lessee Documents have been duly executed and delivered by Lessee, and, assuming the due authorization, execution and delivery thereof by the other parties thereto, and constitute or will constitute legal, valid and binding obligations of Lessee, enforceable against it in accordance with their respective terms;

(v) Except for the recordation of this Lease and the Initial Lease Supplement with the Registration Authority, no further filing or recording of this Lease, and no further action is necessary, under the laws of Brazil in order to fully protect and establish Lessor's interests in the Aircraft and this Lease as against Lessee or any third party;

(vi) There are no suits or legal proceedings (including any administrative proceeding) pending or threatened before any court or administrative agency against Lessee which, if adversely determined, would have a material adverse effect upon its financial condition or business or its ability to perform its obligations hereunder and Lessee has delivered to Lessor a true and correct report of all pending suits and legal proceedings affecting Lessee;

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(vii) Lessee has not taken any corporate action nor have other steps been taken or legal proceedings been started or (to the best of Lessee's knowledge and belief) threatened against it for its winding-up, dissolution, administration or reorganization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues;

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(viii) Lessee is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets to an extent or in a manner which would have a material adverse effect on its ability to perform its obligations under this Agreement and each other Lessee Document;

(ix) No Default or Event of Default has occurred and is continuing;

(x) The annual financial statements of Lessee dated December 31, 1999 (copies of which were provided Lessor) were prepared in accordance with generally accepted accounting principles applied on a consistent basis and give (in conjunction with the notes thereto) a true and fair view of the financial condition of the Lessee at the dates as of which they were prepared and the results of Lessee's operations during the financial year and quarter then ended;

(xi) Since June 30, 2000, there has been no material adverse change in the business or financial condition of Lessee; and

(xii) As of the Delivery Date, all Taxes for which Lessee is responsible and which are then due have been paid;

(xiii) As of the Delivery Date, Lessee is current and up-to-date with respect to, is not in default of, and has paid, all amounts due and owing to Eurocontrol (and any other governmental agency having jurisdiction) with respect to operation of its aircraft and there exists no basis with respect to which any claim can be made that Lessee is not in full and current compliance with regulations requiring timely payment of the same.

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(c) Covenants of Lessee.

(i) Maintenance of Corporate Existence. Lessee will continue to operate as an air carrier holding a valid operating certificate and will preserve and maintain its corporate existence and its rights, certificates, privileges, licenses and franchises necessary to carry on its business operations and to perform its obligations

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hereunder and under the other Operative Documents in each applicable jurisdiction;

(ii) **Payment of Taxes.** Lessee will pay or cause to be paid all Taxes imposed upon it, or upon its income or profits, or upon any property belonging to it, on or prior to the due date thereof, including any extensions which have been duly obtained or granted; provided, however, that Lessee shall not be required to pay any such Taxes, the payment of which is being diligently contested in good faith and by appropriate proceedings so long as there is no reasonable possibility that either failure to pay such Taxes or such contest may result in any loss, sale, confiscation, forfeiture or seizure of the Aircraft, the Airframe or any Engine or any criminal or civil liability on the part of Lessor or any Person claiming by, through or on behalf of Lessor;

(iii) **Consolidation, Merger, Etc.** Lessee will not consolidate with or merge into any other corporation or convey, transfer or lease all or substantially all of its assets as an entirety to any Person without the consent of Lessor, whose consent shall not be unreasonably withheld.

(iv) **Permits and Licenses.** Lessee shall make or obtain, and maintain in full force and effect, each and every consent, license, certificate, approval, notice, registration, filing or other action with any government body lack of which would have an adverse effect upon the operation, performance or use of the Aircraft, the Airframe, any Engine, or any Part or the execution, delivery or performance of this Lease;

(v) **Compliance with Laws.** Lessee shall comply with all laws and regulations from time to time in force in Brazil and in any country to, from, in or over which the Aircraft is flown;

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(vi) **Further Acts.** At its own expense from time to time, Lessee shall do and perform such other and further acts and execute and deliver any and all further instruments as may be required by law or reasonably requested by Lessor to establish, maintain and protect the rights and remedies of Lessor and to carry out and give effect to the intents and purposes of this Lease and the parties hereto;

(vii) **Notification of Event of Default.** Lessee shall notify Lessor

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immediately of the occurrence of any Default or Event of Default or of any occurrence which might adversely affect Lessee's ability to perform any of its obligations under this Lease;

(viii) **Maintain Certificates, Consents, etc.** Lessee shall obtain and maintain all necessary governmental and other certificates, consents, licenses, permits and authorizations and take all action which may be necessary or desirable for the continued due performance of Lessee's obligations under this Lease and for the use and operation of the Aircraft during the entire Term;

(ix) **Notification.** Lessee shall notify Lessor as soon as practicable after becoming aware of any loss, theft, damage or destruction of or to the Aircraft or any Part thereof,

(x) **Records.** Lessee shall keep accurate, complete and current records in English of all flights made by the Aircraft and all records required pursuant to Section 7(a)(1) hereof. Such records shall be kept in such manner as the Registration Authority may from time to time require and in such manner as required by the FAA pursuant to scheduled, commercial cargo carriage operations, complying with the recommendations of the Manufacturer and any other manufacturers and suppliers of any Part of the Aircraft and with ICAO standard practices. Lessee shall provide to Lessor or Lessor's technical advisor upon request complete updated copies of all such records and the Maintenance Program and Lessor and/or Lessor's technical advisor may, at Lessor's cost and expense, make copies or reproductions of any thereof at any time (including without limitation, on or prior to the end of the Term, for the purpose of transitioning the Aircraft to another operator's maintenance program at the end of the Term);

(xi) **Registration, Etc.** Prior to delivery, Lessee shall, at its own cost and expense, (a) cause the Aircraft to be registered in the name of Lessor with the Registration Authority and this Lease and the Mortgage covering the Aircraft to be duly recorded with the Registration Authority, (b) take any other actions as may be necessary or appropriate in order to establish and protect Lessor's rights under this Lease and in the Aircraft and Lessor's Lender under the Mortgage, as against Lessee and any third parties within Brazil and (c) provide Lessor with evidence satisfactory to it

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that such registration, recording and other actions have been duly accomplished.

Section 5. - Return of the Aircraft.

(a) **Return of Aircraft, Condition Upon Return.** On the expiration or termination of this Lease by Lessor in the exercise of its remedies for default or breach by Lessee, Lessee will (at Lessee's sole expense) return the Aircraft, together with the Aircraft Documents, to Lessor at Las Vegas, Nevada or other reasonable location in the United States as directed by Lessor (any such location being herein called the "**Return Location**"). At the time of such return to the Return Location, the Aircraft shall be in compliance with Exhibit E hereto.

(b) **Manuals.** Upon the return of the Aircraft upon any termination of this Lease in accordance with paragraph (a) of this Section 5, Lessee shall deliver or cause to be delivered to Lessor all Aircraft Documents and any other logs, manuals, drawings and data and inspection, maintenance, modification and overhaul records required to be maintained during the Term (in each case, in English) with respect to the Aircraft by the Registration Authority and the FAA (as applied to operation under FAR Part 121). Lessee shall provide Lessor with a certificate of an officer of Lessee, dated the Return Date as to Lessee's compliance with the terms of this Section 5(b). In addition, Lessee shall reassign to Lessor, at the expense of Lessee, the benefit of any manufacturer's warranty which has been assigned to Lessee.

(c) **Cooperation.** During the Term, with reasonable notice, Lessee will cooperate, at Lessor's cost, in all reasonable respects with the efforts of Lessor to sell or lease the Aircraft, the Aircraft Documents and the documents referred to in Section 5(b), including, without limitation, permitting prospective purchasers or lessees to inspect the Aircraft, the Aircraft Documents, and the documents referred to in Section 5(b), all in accordance with Section 12 hereof. In addition, if Lessor requests at any time prior to or after the end of the Term (but in any event within 180 days after the end of the Term), Lessee will, at Lessor's expense, assist Lessor in transitioning the Aircraft to the next operator's maintenance program, provided that such assistance shall not unreasonably interfere with the business or operations of Lessee.

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(d) **Extension of Term Due to Conditions upon Return.** Should the

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redelivery of the Aircraft, the Aircraft Documents and the documents referred to in Section 5(b) from Lessee to Lessor be delayed (which delay shall be deemed to have occurred until Lessee shall have complied with all of the return conditions set forth in this Section 5 and Exhibit E) beyond the date required by the terms of this Lease, all of Lessee's obligations under this Lease will remain in full force and effect including in respect of the payment of Rent (including Basic Rent which shall be payable daily at the daily rate of one-twentieth (1/20) of the monthly Basic Rent) and Maintenance Reserves hereunder.

(e) **Non-Compliance.** To the extent that, at the time of the Final Inspection, the condition of the Aircraft, the Aircraft Documents or the documents referred to in Section 5(b) do not comply with this Section 5 and Exhibit E, Lessee will, at Lessor's option but at Lessee's sole cost:

(i) rectify any defect or non-compliance as promptly as practicable (and in any event within thirty (30) days) to Lessor's reasonable satisfaction; and, to the extent such defect or non-compliance extends beyond the expected Return Date, the Term will be automatically extended and this Lease will remain in full force and effect as provided in Section 5(d) above, until such defect or non-compliance has been rectified; or

(ii) redeliver the Aircraft, the Aircraft Documents and the documents referred to in Section 5(b) to Lessor and Lessor shall, at Lessee's sole expense, use reasonable efforts to rectify such defect or non-compliance to Lessor's reasonable satisfaction; and, to the extent such defect or non-compliance extends beyond the Return Date, the Term will be automatically extended and this Lease will remain in full force and effect as provided in Section 5(d) above, until such defect or non-compliance has been rectified.

(f) **Aircraft Documents.** Prior to the Return Date and upon Lessor's request, Lessee will provide Lessor or its representative or any prospective lessee or purchaser of the Aircraft, at Lessee's expense, a true, correct and complete copy of the Aircraft Documents and the documents referred to in Section 5(b), in order to facilitate the transition, integration and bridging of the Aircraft into any subsequent operator's fleet.

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Section 6. - Liens. Lessee will not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to the Aircraft, title thereto or any interest therein or in this Lease, except (i) the respective rights of Lessor and Lessee as herein provided and any other rights existing pursuant to the Operative Documents, (ii) Lessor Liens, and (iii) materialmen's, mechanics', workmen's, repairmen's, employees' or other like Liens arising in the ordinary course of Lessee's business securing obligations that are not overdue for a period of more than 30 days so long as during such 30-day period there is not any material risk of the sale, forfeiture or loss of the Airframe or any Engine or any interest in any thereof Lessee will promptly, at its own expense, take (or cause to be taken) such actions as may be necessary duly to discharge any such Lien not excepted above if the same shall arise at any time.

Section 7. - Registration, Maintenance and Operation: Possession, Insignia.

(a) (1) **Registration and Maintenance.** Lessee shall, at its sole cost and expense, except as otherwise explicitly set forth below, commencing on the Delivery Date and through the balance of the Term:

(A) Prior to delivery of the Aircraft to Lessee, Lessee shall cause the Aircraft to be duly registered in the name of Lessor with the Registration Authority and at all times thereafter cause the Aircraft to remain duly registered in the name of Lessor under, and subject to, the applicable laws of the Registration Authority (the responsibility (including the cost except as expressly provided for herein) of obtaining and maintaining such registration will be Lessee's, provided, however, that Lessor shall execute and deliver all such documents as Lessee may reasonably request for the purpose of effecting and continuing such registration);

(B) maintain, service, repair, and overhaul (or cause to be maintained, serviced, repaired, and overhauled) the Aircraft (including, without limitation, the Airframe, Engines, Parts and landing gear) (and any engine which is not an Engine but which is installed on the Aircraft:

(x) so as to keep the Aircraft in as good an operating condition as when delivered by Lessor to Lessee hereunder, ordinary wear and tear

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excepted, and so as to keep the Aircraft in such condition as may be necessary to keep and maintain the Aircraft in airworthy condition and the airworthiness certification in good standing at all times (other than when the Aircraft is undergoing maintenance by the Approved Maintenance Provider) with the Registration Authority,

(y) in compliance with (1) the Maintenance Program, which shall include a corrosion prevention and control program approved by Lessor and providing for the inspection of corrosion and the cleaning, repair and treatment thereof in accordance with the corrosion treatment and correction criteria provided by the manufacturer of each relevant item of Equipment, that is with respect to the Airframe, an overhaul program (approved by Lessor) and that provides for all inspection, servicing, overhaul and replacement of all Aircraft components required by the Manufacturer, the Registration Authority and the FAA, and (2) all applicable Airworthiness Directives requiring compliance or termination pursuant to Section 7(a)(3) hereof, and

(z) in accordance with manufacturer's and industry standards and in substantially the same manner as Lessee maintains, services, repairs and overhauls similar aircraft and engines operated by Lessee in similar circumstances and without in any way discriminating against the Aircraft, whether by reason of the leased status thereof or otherwise, including, without limitation, in regard to the compliance or termination with Airworthiness Directives;

(C) not install replacement components with excessive wear or having an inferior modification status or exchange components on or in the Aircraft when the Aircraft is about to be returned to Lessor for other aircraft components in Lessee's possession for use on aircraft that will remain in Lessee's possession after such return to reduce or avoid future maintenance requirements on such aircraft;

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(D) maintain, or cause to be maintained, in English, all Aircraft Documents and other records, logs and other materials required to be maintained in respect of the Aircraft by the Registration Authority or that are required to be returned with the Aircraft pursuant to Section 5(b) hereof (which Aircraft Documents, records, logs and other materials shall, as between Lessor and Lessee and all parties claiming through Lessee, be kept at Lessee's maintenance facilities in Sao Paulo, Brazil (or such

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other single location as Lessee may designate in writing to Lessor), but shall be the property of Lessor, to become the property of Lessee only upon the occurrence of an Event of Loss and Lessee's compliance with Section 10 hereof);

(E) permit Lessor to be present at all maintenance work, whether termed, a check, inspection, overhaul, or shop visit. In connection with any such maintenance, Lessor shall have the right (but not the obligation) to identify to Lessee any item which is not in compliance with the Maintenance Program and Lessee shall promptly cause such item to be brought into compliance with such Maintenance Program; and

(F) cause all maintenance, service, repairs and overhauls performed with respect to the Aircraft, Airframe, any Engine, or any Part of any thereof, to be performed by an Approved Maintenance Provider.

(2) **Operation and Use.** From and after the Delivery Date and for the balance of the Term:

(A) Lessee will not maintain, use, service, repair, overhaul or operate the Aircraft or any Aircraft Documents (i) in violation of the rules and regulations of the Registration Authority, the FAA or any other law or any rule, regulation, treaty, order or certificate of any government or governmental authority having jurisdiction over the Aircraft or the Aircraft Documents, or an owner or operator in respect thereof (including without limitation, any country to, from, in or over which the Aircraft is flown), (ii) in violation of any airworthiness certificate, license or registration relating to the Aircraft issued by any such authority or (iii) contrary to any recommendation of the manufacturer of the Airframe, the Engines, or any Part of any thereof.

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(B) Lessee shall ensure that the crew and engineers employed by it in connection with the operation and maintenance of the Aircraft shall have such qualifications and hold such licenses as are required by applicable law.

(C) Lessee shall use the Aircraft solely in cargo configuration and solely in the carriage of cargo in accordance with applicable law and shall not use or

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permit the Aircraft to be used for passenger carriage or any purpose for which the Aircraft is not designed or reasonably suitable.

(D) Lessee shall not use the Aircraft for the carriage of (i) whole animals living or dead except in the cargo compartments according to I.A.T.A. regulations, and except domestic pet animals carried in a suitable container to prevent the escape of any liquid and to ensure the welfare of the animal; (ii) acids, toxic chemicals, other corrosive materials, explosives, nuclear fuels, wastes, or any nuclear assemblies or components, except as permitted for cargo aircraft under the "Restriction of Goods" schedule issued by I.A.T.A. from time to time and provided that all the requirements for packaging or otherwise contained therein are fulfilled; or (iii) any other goods, materials or items of cargo which could reasonably be expected to cause damage to the Aircraft and which would not be adequately covered by the insurance required by or obtained pursuant to the terms of this Lease.

(E) Lessee shall not utilize the Aircraft for purposes of training, qualifying or re-confirming the status of cockpit personnel other than such training, qualifying or re-confirming as is normal in the ordinary course of Lessee's operations.

(F) Lessee will not cause or permit the Aircraft to proceed to, or remain at, any locations which are locations or countries that do not have normal diplomatic relations with the United States or which are the subject of a prohibition order (or any similar order or directive) by the government or other authority of Brazil or the United States or any governmental or other authority having jurisdiction over Lessee or the Aircraft or by the United Nations.

(G) Lessee will not do or permit to be done anything which may expose the Aircraft or any part thereof to penalty, forfeiture, seizure, arrest, impounding, detention, confiscation, taking in execution, attachment, appropriation or destruction nor abandon the Aircraft or any part thereof and, if any such security interest, penalty, forfeiture, seizure, arrest, impounding, detention, confiscation, taking in execution, attachment or appropriation shall occur, Lessee shall give Lessor immediate notice thereof and shall, procure the immediate release therefrom of the Aircraft or the relevant part thereof, as the case may be.

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(H) Lessee will promptly pay all license and registration fees, charges and all Taxes of any nature (together with any penalties, fines or interest thereon) assessed or demanded by any government or any revenue authority, upon or with respect to the Aircraft or upon the ownership, delivery, leasing, possession, use, operation, return, or other disposition thereof and shall immediately provide Lessor, upon Lessor's request, with an itemized statement of all such fees, charges or taxes outstanding as applied as of the date of such request.

(I) Lessee will, on request, furnish to Lessor evidence satisfactory to Lessor that all charges incurred by Lessee with respect to the Aircraft, including without limitation all payments due to any air navigation control authorities have been paid and discharged in full.

(J) Lessee will not at any time (i) represent or hold out Lessor as carrying goods or passengers on the Aircraft or as being in any way connected or associated with any operation of carriage (whether for hire or reward or gratuitously) which may be undertaken by Lessee or (ii) pledge the credit of Lessor.

(K) Lessee will obtain or procure the obtaining of all and any necessary certificates, licenses, permits and authorizations required for the use and operation of the Aircraft, and for the making of payments required by, and the compliance by Lessee with its other obligations under, this Lease and will maintain each thereof or procure that each thereof is maintained in full force and effect for so long as the same shall be required.

(L) Lessee will keep Lessor and, if required by the insurances required hereby, Lessee's insurers informed as to current serial numbers of the Engines and any engine temporarily installed on the Aircraft or an Engine, as the case may be, in accordance with the provisions hereof, and the location of any Engine for the time being not installed on the Aircraft or an Engine, as the case may be; and shall supply to Lessor monthly a summary (in the form of Exhibit B hereto) of such information and promptly furnish or cause to be furnished to Lessor all such information as Lessor may from time to time reasonably request regarding the Aircraft or any part thereof, its use, location and condition including, without limitation, the hours or cycles or calendar time, whichever is applicable, available on the Aircraft, any Engine, and any landing

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gear until the next check, inspection, overhaul or shop visit, as the case may be.

(M) Except as provided in Section 7(b) hereof, the Engines shall at all times remain duly installed on the Aircraft, as the case may be. In addition, and notwithstanding any provision herein to the contrary, Lessee may install (or cause to be installed) on the Aircraft any Acceptable Alternate Engine not owned by Lessor if any Engine is undergoing maintenance work as provided in Section 7(b) hereof, as promptly as practicable after the completion of such maintenance in respect of such Engine, Lessee shall reinstall (or shall cause the reinstallation of) such Engine on the Airframe. Any Engine replaced by an Acceptable Alternate Engine as aforesaid shall remain an Engine. In no event shall any Engine be installed on any aircraft except the Aircraft. Lessor agrees that neither it nor its successors or assigns will acquire or claim any right, title or interest in any Acceptable Alternate Engine not owned by Lessor installed on the Airframe as provided above.

(N) Lessee shall (1) not operate the Aircraft in (or permit it to be operated over) any location or jurisdiction where the insurance coverage carried by Lessee and required by this Lease is not in full force and effect at all times; (2) not operate the Aircraft in any location, jurisdiction or country that does not have full diplomatic relations with the United States; (3) not operate the Aircraft outside the country of Brazil; (4) not operate the Aircraft where such operation is not permitted by applicable law; (5) not operate the Aircraft (or allow the Aircraft to be on the ground), or suffer or permit any Person to operate the Aircraft (or allow the Aircraft to be on the ground), in or to any war zone, any area of actual or threatened hostilities or any area excluded from coverage by any insurance required to be maintained by the terms of Section 11 hereof.

(O) Lessee shall at all times comply with all requirements of all insurance policies required to be maintained by the terms of Section 11 hereof and not take any actions that would have the effect of voiding any such policy.

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(3) **Airworthiness Directives.** Lessee shall comply with and terminate all Airworthiness Directives that have been issued before the Aircraft is returned to Lessor compliance with which is required prior to and within 180 days after the return of the Aircraft to Lessor. All Airworthiness Directives shall be accomplished in strict

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compliance with all issuing agencies' specific instructions. Lessee shall include within the Aircraft Documents and those to be returned to Lessor under Section 5(b) all documentation necessary to establish the source data, method of compliance, verification of accomplishment, quality assurance, and all schedules of recurring action of any Airworthiness Directive.

(b) **Possession**. Lessee will not sublease or otherwise in any manner deliver, transfer or relinquish possession of the Airframe or any Engine or install or permit any Engine to be installed on any airframe other than the Airframe or any engine other than an Engine; provided that, so long as no Default or Event of Default shall have occurred and be continuing at the time of such delivery, transfer or relinquishment of possession or installation, and so long as the action to be taken shall not deprive Lessor of its title or its interest to any of the Equipment, Lessee may deliver possession of the Airframe or any Engine to the manufacturer thereof or to any other Person for testing, service, repair, maintenance or overhaul work on the Airframe, Engine or any Part of any thereof or for alterations or modifications in or additions to such Airframe or Engine in each case to the extent required or permitted by the terms of this Lease (provided that the exception shall continue only so long as such testing, service, repair, maintenance, overhaul, alteration, modification or addition work is actively progressing).

(c) **Insignia**. Lessee agrees to affix and maintain (or cause to be affixed and maintained) in the cockpit of the Airframe adjacent to the registration certificate therein and on each Engine a nameplate (no smaller than 5" x 7") bearing the inscription:

"This [Aircraft]/[Engine] is owned by Pacific Coast Group, Inc."

(such nameplate to be replaced, if necessary, with a nameplate reflecting the name of any successor Lessor, as permitted under the Operative Documents).

Except as above provided, Lessee will not allow the name of any Person to be placed on the Airframe or any Engine as a designation that might be interpreted as a claim of ownership; provided that nothing herein contained shall prohibit Lessee (or a charterer of the Aircraft as permitted hereunder) from placing its customary colors and

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insignia on the Airframe or any Engine.

Section 8. - Replacement of Parts, Alterations, Modifications and Additions.

(a) **Replacement of Parts.** Lessee will promptly replace or cause to be replaced all Parts which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever, except as otherwise provided in Section 8(b) hereof. All replacement parts shall be owned by Lessee free and clear of all Liens, shall be interchangeable as to form, fit and function, shall be in at least the same mandatory and recommended service bulletin accomplishment status, shall be certified by qualified quality control officials of Lessee that such Parts shall not have been involved in any prior incidents, hard landings or lightning strikes, are not leased, are not "bogus" parts, are supported by records required by the FAA and shall be approved by the Registration Authority, and the FAA, shall have complete traceability, shall have been overhauled or repaired and inspected by an agent acceptable to the Registration Authority and the FAA and shall be in as good an operating condition as, and shall have a value and utility at least equal to, the Parts replaced, assuming such replaced Parts were in the condition and repair required to be maintained by the terms hereof and all historical records with respect to such Parts shall be retained. All Parts at any time removed from the Airframe or any Engine remain the property of Lessor and subject to this Lease, no matter where located, until such time as such Parts shall be replaced by parts which have been incorporated or installed in or attached to the Aircraft and which meet the requirements for replacement parts specified above. Immediately upon any replacement part becoming incorporated or installed in or attached to the Airframe or any Engine as provided above, without further act (i) title shall vest in and such replacement part shall become the property of Lessor and shall become subject to this Lease and be deemed a Part for all purposes hereof to the same extent as the Parts originally incorporated or installed in or attached to the Airframe or such Engine, (ii) the replaced Part shall no longer be the property of Lessor and shall no longer be deemed a Part hereunder; and (iii) title to the replaced Part shall thereupon vest in Lessee, free and clear of all rights of Lessor.

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(b) **Alterations. Modifications and Additions.** Lessee will make (or cause to be made) such alterations and modifications in and additions to the Airframe

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and Engines as may be required to be made during the Term to meet the applicable standards of the Registration Authority, the FAA and any applicable regulatory agency or body of any other jurisdiction or that takes jurisdiction over the Aircraft, to reflect such (and any other permitted) modifications in the records and manuals maintained in respect of the Aircraft in accordance with all applicable laws and the Maintenance Program and to maintain at all times the standard certificate of airworthiness for the Aircraft. All Parts incorporated or installed in or attached or added to the Airframe, or an Engine as the result of such alteration, modification or addition shall, without further act, become subject to this Lease and become the property of, and title to such Parts shall vest in, Lessor. Lessee will not make any additions, alterations or modifications (including without limitation a change in configuration) of the Aircraft other than as expressly required by this paragraph (b) or as approved in writing by Lessor. Prior to commencing work on any such addition, alteration or modification, Lessee shall give Lessor at least thirty (30) Business Days notice of the same, which notice shall contain a detailed description of the addition, alteration or modification and the name of the proposed maintenance facility (which shall be acceptable to Lessor) that shall complete the work. Lessee shall comply with any reasonable request of Lessor in regard to the same, including a request by Lessor to change the scope of the work to be performed or to change the entity performing the work.

Section 9. - RESERVED.

Section 10. - Loss, Destruction, Requisition, etc.

(a) **Event of Loss with Respect-to the Aircraft.** Upon the occurrence of an Event of Loss with respect to the Airframe alone or the Airframe and the Engines (and/or engines then installed thereon), Lessee shall (1) forthwith (and in any event, within three (3) days after such occurrence) give Lessor written notice of such Event of Loss and (2) to the extent not previously paid to Lessor as insurance proceeds, pay or cause to be paid to Lessor (the date required for such payment being herein referred to as the "Loss Payment Date") within the earlier of (x) thirty (30) days after such occurrence and (y) immediately upon receipt of insurance proceeds in the manner specified in Section 3(d) hereof, the sum of(A) the Stipulated Loss Value of the Aircraft; plus (B) all Supplemental Rent then due and unpaid hereunder (which amounts shall be paid to the Persons entitled thereto); plus (C) interest on such Stipulated Loss Value, at

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the Overdue Rate, from the date of the Loss Payment Date until the date such Stipulated Loss Value is actually paid; provided that, Lessee shall also pay all Basic Rent as and when due and payable under the Lease through the Loss Payment Date.

At such time as Lessor shall have actually received the sum of the amounts specified in clauses (A), (B) and (C) above, (1) the obligation of Lessee to pay Basic Rent hereunder with respect to the Aircraft and the Aircraft Documents shall cease to accrue, (2) the Term for the Aircraft and the Aircraft Documents shall terminate, and (3) Lessor will transfer to or at the direction of Lessee, without recourse or warranty, all of Lessor's right, title and interest in and to the Airframe, the Aircraft Documents and the Engines "as-is, where-is" and furnish to or at the direction and cost of Lessee a bill of sale in form and substance reasonably satisfactory to Lessee, evidencing such transfer, and (4) Lessee will be subrogated to all claims of Lessor, if any, against third parties (other than in respect of any insurance policy independently maintained by the Lessor pursuant to Section 11 hereof) to the extent the same relate to physical damage to or loss of the Airframe and any Engines which were subject to such Event of Loss.

(b) **Event of Loss with Respect to an Engine (including the Spare Engine, if any).** Upon the occurrence of an Event of Loss with respect to an Engine under circumstances in which there has not occurred an Event of Loss with respect to the Airframe, Lessee shall forthwith (and in any event, within three days after such occurrence) give Lessor written notice thereof and shall, within thirty (30) days after the occurrence of such Event of Loss (the "Replacement Period"), convey or cause to be conveyed to Lessor, as replacement for the Engine with respect to which such Event of Loss occurred, title to an Acceptable Alternate Engine, as the case may be, free and clear of all Liens, in as good an operating condition as, and having a value, utility and remaining useful life at least equal to the Engine with respect to which such Event of Loss occurred, assuming such Engine was of the value, utility and remaining useful lift and in the condition and repair required by the terms hereof immediately prior to the occurrence of such Event of Loss. Prior to or at the time of any such conveyance, Lessee, at its own expense, will (i) furnish Lessor with a warranty (as to title) bill of sale, in form and substance reasonably satisfactory to Lessor, with respect to such Acceptable Alternate Engine, (ii) cause a Lease Supplement relating thereto to be duly executed by Lessee and to be duly filed under the applicable laws, rules and regulations of the Registration Authority, (iii) and evidence of compliance with the insurance provisions

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of Section 11 hereof with respect to such Acceptable Alternate Engine as Lessor may reasonably request, (iv) furnish Lessor with such documents as Lessor shall request with respect to such Acceptable Alternate Engine, including, without limitation, all back to birth disk records, and (v) furnish Lessor with an opinion of counsel acceptable to Lessor and from counsel acceptable to Lessor to the effect that title to such Acceptable Alternate Engine has been duly conveyed to the Lessor free and clear of all Liens, and Lessor will transfer to or at the direction of Lessee without recourse or warranty (on an "as-is", "where-is" basis) all of Lessor's right, title and interest, if any, in and to (A) the Engine with respect to which such Event of Loss occurred and furnish to or at the direction of Lessee at Lessee's expense a bill of sale in form and substance reasonably satisfactory to Lessee, evidencing such transfer and (B) all claims, if any, against third parties (other than in respect of any insurance policy independently maintained by Lessor), for damage to or loss of the Engine subject to such Event of Loss, and such Engine shall thereupon cease to be an Engine leased hereunder. For all purposes hereof, each such Acceptable Alternate Engine shall, after such conveyance, be deemed part of the property leased hereunder, and shall be deemed an "Engine". No Event of Loss with respect to an Engine under the circumstances contemplated by the terms of this paragraph (b) shall result in any reduction in Basic Rent or any other amounts due from Lessee under any Operative Document.

(c) **Application of Payments from Governmental Authorities for Requisition of Title, Etc.** Any payments (other than insurance proceeds the application of which is provided for in Section 11) received at any time by Lessor or Lessee from any governmental authority or other Person with respect to an Event of Loss, will be applied as follows:

(i) if payments are received with respect to the Airframe (or the Airframe, any Engine or engines then installed thereon and the Aircraft Documents related thereto), after reimbursement of Lessor for its reasonable costs and expenses, so much of such payments remaining as shall not exceed the Stipulated Loss Value and the other amounts payable under Section 10(a) hereof required to be paid by Lessee pursuant to Section 10(a) hereof, shall be applied in reduction of Lessee's obligation to pay Stipulated Loss Value and the other amounts payable under Section 10(a) hereof, if not already paid by Lessee, or, if already paid by Lessee, shall be applied to reimburse Lessee for its payment of Stipulated Loss Value and such other amounts, and following

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the foregoing application, the balance, if any, of such payments shall be distributed to Lessor; and

(ii) if such payments are received with respect to an Engine under circumstances contemplated by Section 10(b) hereof, so much of such payments remaining after reimbursement of Lessor for its reasonable costs and expenses shall be paid over to, or retained by, Lessee, provided that Lessee shall have fully performed the terms of Section 10(b) with respect to the Event of Loss for which such payments are made.

(d) **Requisition for Use of the Aircraft by the Government of Registry.** In the event of the requisition for use of the Airframe and the Engines or engines installed thereon during the Term not constituting an Event of Loss, Lessee shall promptly notify Lessor of such requisition, and all of Lessee's rights and obligations under this Lease shall continue to the same extent as if such requisition had not occurred. All payments received by Lessor or Lessee for the use of such Airframe and Engines or engines shall be paid over to, or retained by, Lessee. No such requisition shall result in any reduction of Basic Rent or any other sum due from Lessee under any Operative Document and Lessee's obligations shall continue throughout the Term.

(e) **Application of Payments During Existence of Events of Default.** Any amount referred to in this Section 10 which is payable to or retainable by Lessee shall not be paid to or retained by Lessee if at the time of such payment or retention a Default or an Event of Default shall have occurred and be continuing, but shall be held by or paid over to Lessor as security for the obligations of Lessee under this Lease and applied against Lessee's obligations hereunder as and when due. At such time as there shall not be continuing any such Default or Event of Default, such amount shall be promptly paid to Lessee to the extent not previously applied in accordance with the preceding sentence.

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Section 11. - Insurance.

(a) From the Delivery Date and at all times thereafter, Lessee shall be responsible for effecting and maintaining or causing to be effected and maintained, in full force and effect, insurances in respect of the Aircraft and Aircraft Documents in

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accordance with insurance customarily carried by airlines similarly situated to Lessee and of a type, in such amounts and covering such risks from time to time as specified in Exhibit F attached hereto and made part hereof, and procured through such brokers and maintained with such insurers and reinsurers as shall be acceptable to Lessor and Lessor's Lender (the "Insurances"), provided, however, if Lessor shall request Lessee to maintain Insurances in excess of the amounts specified in Exhibit F hereto, Lessee shall obtain such additional insurance as instructed by Lessor at Lessor's sole incremental cost and expense, provided, notwithstanding anything contained herein to the contrary, Lessor may also (so long as the same does not prejudice any insurance required to be maintained by Lessee pursuant to this Section 11) carry for its own account and at its sole cost and expense, insurance with respect to its interest in the Aircraft. The Insurances will be effected on a direct basis with insurers and reinsurers of recognized standing who normally participate in aviation insurances (such insurers to be led in any case by such reputable underwriter(s) as may be reasonably acceptable to Lessor).

(b) If at any time Lessor wishes to revoke its approval of any insurer, Lessor and/or its brokers shall consult with Lessee and Lessee's brokers (as for the time being approved by Lessor) regarding whether the same should be changed to protect the interests of the parties insured. If, following such consultation, Lessor reasonably considers that the same should be changed, Lessee shall then arrange or procure the arrangement of alternative insurers satisfactory to Lessor.

(c) As between Lessor and Lessee, it is agreed that all proceeds of insurance maintained in compliance herewith and received as the result of the occurrence of an Event of Loss will be applied as follows:

(x) if such payments are received with respect to the Airframe (or the Airframe, the Engines installed thereon), (i) so much of such payments remaining, after reimbursement of Lessor for its reasonable costs and expenses, as shall not exceed the Stipulated, Loss Value and the other amounts payable under Section 10(a) hereof required to be paid by Lessee pursuant to Section 10(a) hereof shall be applied in reduction of Lessee's obligation to pay such Stipulated Loss Value and the other amounts payable under Section 10(a) hereof, if not already paid by Lessee, or if already paid by Lessee, shall be applied to reimburse Lessee for its payment of such Stipulated Loss Value and the other amounts payable under Section 10(a) hereof, and

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the balance, if any, of such payments remaining thereafter will be paid over to, or retained by, Lessee; and

(y) if such payments are received with respect to an Engine under the circumstances contemplated by Section 10(b) hereof, so much of such payments remaining after reimbursement of Lessor for its reasonable costs and expenses shall be paid over to, or retained by, Lessee, provided that Lessee shall have fully performed the terms of Section 10(b) hereof with respect to the Event of Loss for which such payments are made.

(d) Lessee shall:

(1) ensure that the Additional Insureds shall be named as additional insureds on each of the Insurances covering the Aircraft and Lessor's Lender, if any, but if none, then Lessor, shall be named as "Loss Payee" under the insurances required by Sections (a), (b) and (c) of Exhibit F hereto.

(2) ensure that all legal requirements as to insurance of the Aircraft or any Part thereof which may from time to time be imposed by the laws of the government of registry or any state to, from or over which the Aircraft shall be flown, in so far as they affect or concern the operation of the Aircraft, are complied with and in particular those requirements for which compliance is necessary to ensure that (a) the Aircraft is not in danger of detention or forfeiture, (b) the Insurances remain valid and in full force and effect, and (c) the interests of the Indemnified Parties in the Insurances and the Aircraft or any Part thereof are not thereby prejudiced;

(3) not use, cause or permit the Aircraft to be used for any purpose or in any manner not covered by the Insurances or outside any geographical limit imposed by such Insurances or for any purpose or in any manner which is contrary to applicable law. Lessee shall comply, and procure compliance, with the terms and conditions of each and every policy of the Insurances and shall not do, consent suffer, or agree to any act or omission which invalidates or may invalidate or renders unenforceable or may render unenforceable the whole or any part of any such Insurances;

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(4) ensure that at all times during the Term, all Insurances (which term shall include, for the purposes of this sentence, replacement policies) have a minimum remaining term of not less than ten (10) Business Days. Written confirmation of completion of renewal is to be delivered to Lessor at least ten (10) Business Days prior to the expiry date. Certificates of insurance, in the English language, detailing the coverage and confirming the insurers' agreement to the specified insurance requirements of this Lease and being in substantially the same form as the previously delivered certificate must be provided to Lessor at the same time;

(5) furnish, or cause to be furnished, to Lessor, on or before the Delivery Date and on each annual anniversary of the Delivery Date, a report, signed by an independent firm of insurance brokers reasonably acceptable to Lessor (the "Insurance Broker"), describing in reasonable detail the insurance and reinsurance then carried and maintained with respect to the Aircraft and stating the opinion of such firm that (a) all premiums in connection with such insurance then due have been paid, (b) such insurance complies with the terms hereof, and (c) such insurance provides coverages against risks that are customarily insured against by other operators similarly situated to Lessee and that such coverages are in substantially similar forms, are of such types and have limits within the range of limits as are customarily carried by other operators similarly situated to Lessee;

(6) cause the Insurance Broker to agree to promptly (and in any event within two (2) Business Days) advise each Additional Insured in writing of any default in the payment of any premium and of any other act or omission on the part of Lessee of which it has knowledge and which might invalidate or render unenforceable, in whole or in part, any insurance on the Aircraft or cause any of the Insurances to lapse;

(7) promptly notify each Additional Insured of any occurrence likely to give rise to a claim under the Insurances;

(8) not make or cause to be made any modification or alteration to the Insurances adverse to any of the Indemnified Parties, nor do or leave undone anything which may invalidate such insurance coverage;

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(9) be responsible for any deductible/excluded loss under the Insurances;

(10) provide and cause Lessee's insurance broker to provide any other insurance related information, or assistance, as Lessor may reasonably require; and

(11) reimburse each Additional Insured for any premiums (together with interest thereon at the Overdue Rate from the date of payment until the date of reimbursement) paid by any of them pursuant to Section 11(f).

(e) Any amount referred to in this Section 11 which is payable to or retainable by Lessee shall not be paid to or retained by Lessee if at the time of such payment or retention a Default or an Event of Default shall have occurred and be continuing, but shall be held by or paid over to Lessor as security for the obligations of Lessee under this Lease and, if a Default or an Event of Default shall have occurred and be continuing, applied against Lessee's obligations hereunder as and when due. At such time as there shall not be continuing any such Default or Event of Default, such amount shall be paid to Lessee to the extent not previously applied in accordance with the preceding sentence.

(f) Each of the Additional Insureds shall be entitled, if at any time Lessee fails to maintain the Insurances in any respect to- pay the premiums due or to effect and maintain Insurances required hereunder to the extent such Additional Insured considers appropriate. Any sums so expended by it shall become immediately due and payable by Lessee together with interest thereon at the Overdue Rate, from the date of expenditure by such Additional Insured up to the date of reimbursement by Lessee. At any time while such failure is continuing, Lessor may require the Aircraft to remain at any airport or (as the case may be) to proceed to and remain at any airport designated by it until such failure is remedied at Lessee's cost and expense. No exercise by any such Additional Insured of said option shall affect any provision of this Lease, including the provision that failure by the Lessee to maintain the prescribed insurance shall constitute an Event of Default.

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(g) Lessee may not self-insure in respect of any of the Insurances. Notwithstanding the foregoing, Lessee may maintain a deductible in respect of the

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Insurances required hereunder in an amount not to exceed $250,000 US for partial losses only; provided that such deductible is applicable on a fleet-wide basis and provided further that no such deductible shall be applicable in the amount of an insurance settlement based upon any total loss or constructive total loss.

Section 12. - Inspection. At any time, and from time to time, Lessor, or its authorized representatives, may inspect the Aircraft (subject to the proviso set forth at the end of the fifth sentence of this Section 12) and inspect and make copies of the Aircraft Documents and other books and records of Lessee referred to in Section 5(b) (at Lessor's expense). Any such inspection of the Aircraft shall include a visual, walk-around inspection of the interior and exterior of the Aircraft and the opening of any panels, bays or the like reasonably requested to be opened by Lessor (it being understood that it is inherently reasonable to inspect panels, bays and the like if the same are already opened or have been opened and are not sealed). Lessor shall have no duty to make any such inspection nor shall Lessor incur any liability or obligations by reason of not making any such inspection. Lessee will cooperate with Lessor's reasonable requests in connection with such inspection (including information as to where the Aircraft is, or will be, at any point in time, when panels, bays or the like will be open and the time, location and availability of personnel to assist in such inspection); provided that, so long as no Default or Event of Default shall have occurred and be continuing hereunder, Lessor shall give Lessee reasonable notice of the exercise of any inspection right and no exercise of any inspection right shall interfere with normal operation of the Aircraft by Lessee. If a Default or an Event of Default shall have occurred and be continuing, the cost of any such inspection shall be for the account of Lessee. Lessee shall have the right to be present during any heavy maintenance check or engine shop visit.

Section 13. - Assignment. (a) Except as otherwise provided herein or in any other Operative Document, Lessee will not, without the prior written consent of Lessor, assign any of its rights hereunder. Subject to the foregoing, the terms and provisions of this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns.

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(b) Subject to the terms of this paragraph (b), Lessor may, at any time prior to or during the Term, (1) assign any or all of its rights by way of security or grant

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security interests over the Aircraft, the Aircraft Documents, the Engines, and/or any of the Parts and over its rights under this Lease and the Operative Documents to any Person (including any agent or trustee acting therefor) as security for Lessor's obligations to such Person (a "Secured Party") and/or (2) sell all or any of its interests in any of the foregoing to any Person (a "Transferee"). Lessee hereby agrees, at Lessor's cost and expense, to cooperate with Lessor in so assigning this Lease for security, including, without limitation, the execution and delivery of such consents, acknowledgments, estoppel agreements, documents and instruments as may be reasonably requested in connection therewith. Any assignment to a Transferee shall be subject to the condition that the Transferee enter into an agreement whereby the Transferee confirms that it shall be deemed a party to this Lease and agrees to be bound by all the terms of, and to undertake all of the obligations of, Lessor hereunder which have been assumed by the Transferee. Upon an assignment to a Transferee, Lessor shall be released from all obligations and liabilities under this Lease and the other Operative Documents to the extent such obligations and liabilities are assumed by such Transferee but Lessor shall retain all its rights, as herein set forth in Sections 16(b) and (c), to indemnification, notwithstanding such assignment. Any Secured Party or Transferee shall be included as an Indemnified Party and an Additional Insured hereunder. The agreements, covenants, obligations and liabilities contained herein including, but not limited to, all obligations to pay Rent and indemnify each Indemnified Party are made for the benefit of each Secured Party and Transferee and each other Indemnified Party and their respective successors and assigns, notwithstanding that any such Person was not originally a party to this Lease or may, at the time such enforcement is sought, not be a party to this Lease.

Without limiting the foregoing, Lessor's fixed or contingent rights to receive payments hereunder or other proceeds hereof are also freely assignable and transferable by Lessor, in whole or in part, without restriction of any kind whatsoever.

Lessee shall comply with all reasonable requests of Lessor, its successors and assigns, in respect of any transfer referred to herein, including, without limitation, the issuance of additional certificates of insurance.

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Section 14. - Events of Default. Each of the following events shall constitute an Event of Default (whether any such event shall be voluntary or involuntary or come

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about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) Lessee shall not have made a payment of Basic Rent or Maintenance Reserves after the same shall have become due and such failure shall continue for three (3) Business Days beyond such due date; or

(b) Lessee shall have failed to make a payment of Supplemental Rent (other Stipulated Loss Value and Maintenance Reserves) after the same shall have become due and such failure shall continue for five (5) Business Days beyond such due date; or

(c) Lessee shall fail to carry and maintain on or with respect to the Aircraft (or cause to be carried and maintained) any insurance required to be maintained in accordance with the provisions of Section 11 hereof (including without limitation the requirement contained in Section 11 that all insurance policies shall at all times have a minimum remaining term of at least ten (10) Business Days); or

(d) Lessee shall have failed to perform or observe any other covenant or agreement to be performed or observed by it under any Operative Document (other than those relating to matters covered by subparagraphs (a), (b) and (c) above and subparagraph (h) and (k) below); provided, however, such failure shall not constitute an Event of Default hereunder unless such failure shall have continued in excess of five (5) Business Days after notice from Lessor to Lessee specifying the default and requiring that the same be remedied; or

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(e) any representation or warranty made by Lessee herein, in any other Operative Document or in any certificate delivered in connection herewith or therewith shall prove to have been incorrect in any material respect at the time made; or

(f) the commencement of an involuntary case or other proceeding in respect of Lessee or a Guarantor under bankruptcy laws of any country, or any other applicable bankruptcy, insolvency or other similar law in any relevant country or seeking the appointment of a receiver, liquidator, assignee, custodian, trustee,

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sequestrator (or similar official) of Lessee or Guarantor or for all or substantially all of its or his respective property, or seeking the winding-up or liquidation of its or his affairs (including, without limitation, any intervention ("intervencao" under Brazilian law) and the continuation of any such case or other proceeding undismissed or unstayed for a period of thirty (30) consecutive days or an order for relief or any other order, judgment or decree shall be entered in any proceeding by any court of competent jurisdiction appointing, without the consent of Lessee or Guarantor, of a receiver, trustee or liquidator of Lessee or Guarantor, or for all or substantially all of its property, or sequestering of all or substantially all of the property of Lessee or Guarantor and any such order, judgment or decree or appointment or sequestration shall be final or shall remain in force undismissed, unstayed or unvacated for a period of thirty (30) consecutive days after the date of entry thereof, or

(g) the commencement by Lessee or a Guarantor of a voluntary case under the bankruptcy laws of any relevant country, or any other applicable bankruptcy, insolvency or other similar law, or the consent by Lessee or a Guarantor to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Lessee or a Guarantor or for all or substantially all of its/his property, or the making by Lessee or a Guarantor of any assignment for the benefit of creditors or Lessee shall take any corporate action or a Guarantor shall take any action, to authorize any of the foregoing; or

(h) Lessee shall fail to comply with its agreements contained in Section 16(a)(ii) hereof within five (5) Business Days of receiving written notice of such noncompliance from Lessor; or

(i) an event of default shall have occurred under any agreement wherein Lessee is a debtor or a lessee with respect to aircraft or aircraft engines, or judgment or judgments for the payment of money shall be rendered against Lessee and such judgment shall not be effectively stayed; or Lessee shall fail to pay (after expiration of any grace or cure period) any portion of any material indebtedness or other obligation of Lessee, or there shall occur a declaration of default, an acceleration or any exercise of remedies with respect to any obligation or liability of Lessee; or

(j) Notwithstanding anything to the contrary contained in this Section

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14, any failure of Lessee to perform or observe any covenant, condition, agreement or any error in a representation or warranty shall not constitute an Event of Default under this Section 14 if such failure or error is caused solely by reason of any event that constitutes an Event of Loss, so long as Lessee is continuing to comply with all of the terms of Section 10 hereof; or

(k) an individual Guarantor shall become deceased or a Guarantor shall dispose or transfer all or substantially all of its/his assets in one or a series of transactions;

(l) there shall occur an Event of Default under (and as defined under) any other agreement or lease with respect to aircraft, spare engine(s), spare parts or tooling between Lessor (and/or any of its affiliates) and Lessee (and/or any of its affiliates or guarantors), including, without limitation, the Other Lease.

Section 15. - Remedies. Upon the occurrence of any Event of Default and at any time thereafter, Lessor may do one or more of the following, as Lessor, in its sole discretion shall elect:

(a) pursuant to Brazilian law, by written extra-judicial notice to Lessee and with immediate effect, terminate this Lease "de pleno direito" in accordance with article 119 of the Brazilian Civil Code (but without prejudice to the continuing obligations of Lessee and Guarantors under this Lease and the agreements of Guaranty) without requirement of any request for, or obtaining, judicial decision ("interpelacao") or declaration of termination. The intent of the parties is that this paragraph constitutes and shall be interpreted as an express determinative clause not subject to dispute (or a "clausula resultoria expressa" as that term is know in Brazil); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Lese and/or the agreements of Guaranty or to recover damages for the breach of this Lease; and/or

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(c) either:

(i) notwithstanding that Lessee's obligations are continuing

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under this Lease, take possession of the Aircraft, for which purpose Lessor may enter any premises belonging to or in the occupation of or under the control of Lessee where the Aircraft may be located, or cause the Aircraft to be redelivered to Lessor at the Return Location (or such other location as Lessor may require), and Lessor is hereby irrevocably, by way of security for Lessee's obligations under this Lease, appointed attorney for Lessee in causing the redelivery or in directing the pilots of Lessee or other pilots to fly the Aircraft to that airport designated by Lessor and will have all the powers and authorizations necessary for taking that action; or

(ii) by serving extra-judicial notice, require Lessee to return the Aircraft and the Aircraft Documents to Lessor at such location as Lessor may require and in the manner and condition required by, and otherwise in accordance with all the provisions of, Section 5 and Exhibit E of this Lease as is such Aircraft was being returned at the end of the Term. In case, for any reason whatsoever, Lessee fails to return the Aircraft pursuant to this Section 15 (c) (ii), Lessee will be deemed to be in wrongful possession of the Aircraft ("esbulho possessorio"), which shall entitled Lessor to seek and obtain a judicial injunction for immediate repossession of the Aircraft in accordance with article 928 of the Brazilian Civil Code of Procedure. If any engine installed in the Aircraft at the time of repossession under this Section is not an Engine as a result of undergoing maintenance services pursuant to Section 7 above, Lessor shall return such engine to Lessee after repossession has occurred and as soon as Lessee makes available to Lessor the Engine which was replaced by such engine; and/or

(d) do anything that may be required to cure the Event of Default and recover from Lessee and/or any Guarantor costs incurred in doing so;

(e) sell the Aircraft, the Aircraft Documents and the documents referenced in Section 5(b) hereof at public or private sale, as Lessor may determine, or otherwise dispose of, hold, use, operate, lease to others or keep idle the Aircraft, the Aircraft Documents and the documents referenced in Section 5(b) hereof as Lessor in its sole discretion, may determine, all free and clear of any rights of Lessee, except as hereinafter set forth in this Section 15. Lessor may take all steps necessary to effect deregistration of the Aircraft with the Brazilian Aeronautical Registry and its exportation from Brazil upon early termination of this Lease. Lessee hereby irrevocably and by way of security for its obligations under this Lease appoints Lessor

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as its attorney to execute and deliver any documentation and to do any act or thing required in connection with the foregoing;

(f) Lessor may exercise such rights and remedies specified herein or as are available under applicable law in respect of the Security Deposit and other monies securing Lessee's obligations hereunder or any other rights and remedies permitted by applicable law or in equity.

In addition to the foregoing, Lessee shall be liable, except as otherwise provided above, without duplication of amounts payable hereunder, for any and all unpaid Rent due hereunder before, during or after the exercise of any of the foregoing remedies and for all reasonable and actual legal fees and other costs and expenses incurred by Lessor in connection with the exercise of Lessor's remedies hereunder, including the return of the Aircraft, the Aircraft Documents and the documents referenced in Section 5(b) in accordance with the terms of Section 5 and Exhibit E hereof or in placing the Aircraft in the condition and with airworthiness certification as required by such Section.

Except as otherwise expressly provided above, no remedy referred to in this Section 15 is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity; and the exercise or beginning of exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all of such other remedies. No waiver by Lessor of any Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default. To the extent permitted by applicable law, Lessee hereby waives any and all rights to notice and judicial hearing with respect to the repossession of the Aircraft the Airframe, the Aircraft Documents, the documents referenced in Section 5(b), or any Engine by Lessor upon the occurrence of an Event of Default and agrees that, except as may be required by law, Lessor shall not be required to sell or lease the Aircraft, the Airframe, the Aircraft Documents, the documents referenced in Section 5(b), or any Engine in order to reduce, offset or mitigate the damages for which Lessee is liable hereunder.

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If upon the expiration of the Term of this Lease, Lessor owes Lessee money and has not paid such money due to the existence of a Default or Event of Default, Lessor shall pay such amount to Lessee immediately upon the cure of the same unless such

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amount has previously been applied against any Expenses incurred by Lessor as a result of such Default or Event of Default.

Section 16. - Further Assurances; Tax Indemnity; General Indemnity; Etc.

(a) **Further Assurances.** (i) Forthwith upon the execution and delivery of each Lease Supplement from time to time required by the terms hereof and upon the execution and delivery of any amendment to this Lease, Lessee at its expense (except as otherwise provided in the Operative Documents) will cause such Lease Supplement (and, in the case of the Initial Lease Supplement and this Lease) or amendment to be duly filed and recorded, and maintained of record, with the Registration Authority. In addition, Lessee, at its expense, will promptly and duly execute and deliver to Lessor such further documents and take such further action as Lessor may from time to time reasonably request in order more effectively to carry out the intent and purpose of this Lease and to establish and maintain the rights and remedies created or intended to be created in favor of Lessor hereunder including, without limitation, if requested by Lessor, at the expense of Lessee, the execution and delivery of supplements or amendments hereto, in accordance with the laws of such jurisdictions as Lessor may from time to time reasonably request.

(ii) Lessee will furnish to Lessor during the Term:

(1) **Interim Statements.** As soon as practicable after the end of each interim fiscal period in each fiscal year of Lessee, and in any event within 60 days thereafter, duplicate copies of

(x) a consolidating balance sheet of Lessee as at the end of such interim period setting forth in comparative form the amount for the end of the corresponding period of the preceding fiscal year,

(y) consolidating statements of income and retained earnings of Lessee for such interim period, and

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(z) consolidating statements of cash flow of Lessee for the portion of the fiscal year ending with such interim period;

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in each case prepared in accordance with consistently applied and certified by the Chief Financial Officer of Lessee as having been prepared in accordance with generally accepted international accounting standards consistently applied; and

(2) **Annual Statements.** As soon as practicable after the end of each fiscal year of Lessee, and in any event within 90 days thereafter (and express in US$ and in English within 135 days thereafter), duplicate copies of:

(x) a consolidating balance sheet of Lessee as at the end of such year, and

(y) consolidating statements of income and retained earnings and of cash flow of Lessee for such year, prepared in accordance with generally accepted international accounting standards setting forth in each case in comparative form the figures for the previous fiscal year and accompanied by an unqualified auditor's report of a firm of independent certified public accountants of recognized standing and acceptable to Lessor that such balance sheet and consolidated statements have been prepared in accordance with generally accepted international accounting standards consistently applied; and

(3) **Notice of Default or Claimed Default.** Immediately upon an officer of Lessee becoming aware of the existence of a Default or an Event of Default, a written notice specifying the nature of the Default or Event of Default and what action Lessee is taking or proposes to take with respect thereto; and

(4) **Annual Certificate.** On or before each annual anniversary of the Delivery Date, Lessee will deliver to Lessor a certificate of Lessee, signed by the President, a Vice President, the Chief Financial Officer or the principal accounting officer of Lessee to the effect that the signer is familiar with or has reviewed the relevant terms of each of the Lessee Documents and the signer does not have knowledge of the existence, as of the date of such certificate, of any condition or event which constitutes a Default or an Event of Default; and

(5) **Other Financial Information.** Upon any written request of

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Lessor, Lessee shall promptly provide Lessor with such other financial statements and accounting data relating to it as Lessor may request from time to time.

(b) General Tax Indemnity.

(i) **Indemnity.** Except as provided in Section 16(b)(ii) below, Lessee shall pay, and on written demand shall indemnify and hold harmless each Indemnified Party from and against, any and all Taxes imposed against, including by way of withholding, any Indemnified Party, Lessee or any Affiliate, the Aircraft, the Airframe, any Engine or any Part thereof or interest therein by the Federal, state or local government of the country of Brazil or other taxing authority in Brazil or by any other foreign government or any international taxing authority or any political subdivision or taxing authority of any of the foregoing upon or with respect to (A) the construction, acceptance, rejection, delivery, non-delivery, transport, ownership, control, registration, reregistration, deregistration, assembly, insuring, possession, repossession, operation, location, landing, departure, use, condition, maintenance, repair, sale, return, abandonment, preparation, installation, storage, redelivery, manufacture, leasing, subleasing, modification, rebuilding, importation, exportation, transfer of title or other application or disposition of, or the imposition of any Lien on, the Aircraft, the Airframe, any Engine or Part of any thereof or interest therein (or the incurrence of any liability to refund or pay over any interest as the result of any such Lien), (B) any amount paid or payable pursuant to or in connection with this Lease and any amendments, supplements or modifications thereto which have been approved by Lessee, (C) otherwise with respect to the Transaction or (D) the Aircraft, the Airframe, the Engines, the Parts or any part thereof. If Lessee is compelled by law to make any payment hereunder subject to any Income Tax or other deduction or withholding and the receiving party does not actually receive for its own benefit on the due date a net amount equal to the full amount provided for under this Lease, Lessee will:

(w) ensure that the deduction or withholding does not exceed the minimum legally required;

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(x) forthwith pay to Lessor such additional amount as shall result in the net amount received by lessor being equal to the amount which would have been received by Lessor had such a deduction or withholding not been made;

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(y) pay to the relevant taxation or other authorities within the period for payment permitted by applicable law the full amount of the deduction or withholding; and

(z) upon request by Lessor, furnish to Lessor evidence of the payment in full of the full amount of the deduction or withholding to the relevant taxation or other authorities and, as soon as practical after the issue of such receipt, an official receipt of the relevant taxation or other authorities for all amounts so deducted or withheld.

(iii) Exclusions from General Tax Indemnity. The provisions of Section 16(b)(i) shall not apply to Income Taxes (as defined in Section 16(b)(vii)) imposed on an Indemnified Party by the United States Federal government; provided, however, the provisions of this Section 16(b)(ii) shall not apply to any Taxes imposed by any Federal, state or local government or other taxing authority in the United States or Brazil or any other foreign government or subdivision thereof or any international authority or any political subdivision or taxing authority of any of the foregoing in respect of the receipt or accrual of any indemnity payment pursuant to this Section 16(b) or Section 16(c).

(iv) **Calculation of General Tax Indemnity Payments.** Any payment which Lessee is required to make to or for the account of an Indemnified Party with respect to any Tax subject to indemnification under this Section 16(b) shall include the amount necessary to hold such Indemnified Party harmless on an after-tax basis from the amount of any and all Taxes required to be paid by such Indemnified Party as a result of the receipt or accrual of any such payment pursuant to the laws of any Federal, state or local government or other taxing authority in the United States, Brazil, any foreign government or subdivision thereof or an international authority or any political subdivision or taxing authority of any of the foregoing.

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(iv) **Reports.** Lessee will provide, at Lessee's expense, such information maintained or readily obtainable by Lessee as may be reasonably requested by an Indemnified Party (including logs as appropriate) or required to enable such Indemnified Party to fulfill its tax filing or other information reporting requirements

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with respect to the Transaction. If any report, return or statement is required to be filed with respect to any Tax which is subject to indemnification under this Section 16(b), Lessee shall, at its own expense, timely file the same (except for any such report, return or statement which an Indemnified Party has notified Lessee that such Indemnified Party intends to file, or for Income Tax returns or any other return, report or statement which such Indemnified Party is required by law to file in its own name or for any report, return or statement the filing of which is not based on Lessee's operation or movement of the Aircraft (or any Part)). Lessee shall have no obligation under the preceding sentence if the Indemnified Party after receipt of Lessee's written request fails to furnish Lessee with such information as is peculiarly within the Indemnified Party's control and is necessary to file such returns. Lessee will file or cause to be filed any report, return or statement and take such actions and execute such documents as required by law to be taken by Lessee or as reasonably requested by the Indemnified Party as may be reasonable and necessary to accomplishment of the intent hereof. Lessee shall be liable to each Indemnified Party for any fines, penalties, or interest imposed as a result of the failure of Lessee to fulfill its obligations hereunder.

(v) **Payment.** Lessee shall pay any Tax for which it is liable pursuant to this Section 16(b) directly to the appropriate taxing authority, or, if previously paid by an Indemnified Party, upon demand of such Indemnified Party, to such Indemnified Party, within 15 Business Days of such demand, but in no event more than five Business Days before the date such Tax is due, in immediately available funds. Any such demand for payment from an Indemnified Party shall specify in reasonable detail the amount of the payment and the facts upon which the right to payment is based and shall be verified in a manner reasonably satisfactory to Lessee. Each Indemnified Party shall promptly forward to Lessee any notice, bill or advice in the nature of a notice or bill received by it concerning any Tax. As soon as practicable after each payment by Lessee of any Tax, Lessee shall furnish the appropriate Indemnified Party the original or a certified copy of a receipt for Lessee's payment of such Tax or such other evidence of payment of such Tax as is reasonably acceptable to the Indemnified Party.

(vi) **Definition of Indemnified Party.** For purposes of this Section 16(b), the term Indemnified Party shall mean and include the successors and permitted assigns of each respective Indemnified Party, and any consolidated, combined

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or unitary group of which the Indemnified Party is a member if such group is treated as a single taxpayer for purposes of any Tax.

(vii) **Income Tax.** For purposes of this Section 16(b), the term Income Tax means, in the case of an Indemnified Party, any Tax imposed on, based on or measured by or with respect to the gross or net income (including, without limitation, capital gains Taxes, minimum or alternative minimum Taxes, Taxes on Tax preference items, accumulated earnings Taxes, personal holding company Taxes and succession or estate Taxes) and interest, additions to Tax, penalties, or other charges in respect thereof (in each case other than withholding taxes, sales, use, rental, license, ad valorem, property or value-added Taxes or Taxes in the nature of such Taxes).

(c) **General Indemnity.**

(i) **Indemnification.** Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless each Indemnified Party from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits and related costs, expenses and disbursements, including reasonable legal and investigative fees and expenses, of whatsoever kind and nature (for purposes of this Section 16(c), collectively called "Expenses"), imposed on, asserted against or incurred by any Indemnified Party, in any way relating to or arising out of this Lease, the other Operative Documents or the transactions contemplated hereby or thereby, including but not limited to (A) the breach by Lessee of its covenants contained herein or therein or inaccuracy or incompleteness of any representation or warranty of Lessee contained herein or therein or the enforcement of any of the terms hereof or thereof and (B) claims by third parties relating to the construction, acceptance, rejection, delivery, non-delivery, transport, ownership, control, registration, reregistration, deregistration, assembly, possession, repossession, operation, location, landing, departure, use, condition, maintenance, repair, sale, return, abandonment, preparation, installation, storage, redelivery, manufacture, leasing, subleasing, modification, rebuilding, importation, transfer of title or other application or disposition of, or the imposition of any Lien on, the Aircraft, the Airframe, the Aircraft Documents, any Engine or Part thereof or interest therein (or the incurrence of any liability to refund or pay over any interest as the result of any such Lien), including, without limitation, latent or other defects, whether or not discoverable, strict tort

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liability, and any claim for patent, trademark or copyright infringement.

However, Lessee shall not be required to indemnify any Indemnified Party pursuant to this Section 16(c) for (A) any Tax, (B) Expenses expressly agreed to be paid by the Indemnified Party pursuant to this Lease.

(ii) **Payments, Survival and Other Provisions.** All amounts payable by Lessee pursuant to this Section 16(c) shall (A) be payable directly to the parties entitled to indemnification within 10 Business Days of written demand therefor and (B) be adjusted for payment on an after tax basis as provided in Section 16(b)(i) as if such amount payable indemnity obligation under said Section. All the indemnities contained in this were an in Section 16(c) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease and are expressly made for the benefit of, and shall be enforceable directly by, each Indemnified Party. Lessee's obligations under this Section 16(c) shall be that of a primary obligor irrespective of whether the Indemnified Party shall also be indemnified with respect to the same matter under any other agreement by any other Person.

Section 17. - Notices. All notices required under the terms and provisions hereof shall be in English and in writing (including telecopier or similar writing) and shall be effective (a) if given by telecopier when transmitted and the appropriate confirmation received, and (b)if given by internationally recognized courier service, when received or personally delivered, addressed:

(i) if to Lessor,

Pacific Coast Group, Inc.
3291 N. Buffalo Dr.
Suite 8
Las Vegas, NV 89129
Attention: Lawrence W. Olson
Telephone: 702 256 8203
Telecopier: 702 256 7209

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or to such other address or telecopier number as Lessor shall from time to time designate in writing to Lessee; and

(ii) if to Lessee,

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Total Linhas Aereas S.A.
Av. Senador Salgado Filho, No. 5397
Uberaba, Curitiba, Paraná, Brazil
Attention: Alfredo Meister Neto, President
Telephone: 011 44 41 376 1710
Telecopier: _____

or to such other address or telecopier number as Lessee shall from time to time designate in writing to Lessor.

Section 18. - Net Lease, No Set-Off, Counterclaim, etc.

(a) This Lease is a net lease, and, except as otherwise explicitly provided herein, it is intended that Lessee shall pay all costs and expenses of every character, whether foreseen or unforeseen, ordinary or extraordinary or structural or non-structural, in connection with the use, operation, maintenance, insurance, repair, replacement of Parts, taxes and required alterations and modifications of, on or in respect of the Airframe and each Engine by Lessee, including the costs and expenses particularly set forth in this Lease. The Rent which Lessee is obligated to pay shall be paid without invoice, notice or demand and without set-off, counterclaim, abatement, suspension, deduction or defense or any other right which Lessee may have against Lessor for any reason whatsoever.

(b) Except as otherwise expressly provided, this Lease shall not terminate, nor shall Lessee have any right to terminate this Lease or be entitled to abatement, suspension, deferment or reduction of any Rent which Lessee is obligated to pay hereunder, nor shall the obligations hereunder of Lessee be affected, by reason of (A) any damage to or the destruction or loss of all or any portion of the Airframe or any Engine from whatever cause, (B) the loss, theft or inaccessibility of any portion of

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the Airframe or any Engine, (C) the taking of the Airframe, any Engine or any portion thereof by condemnation, confiscation, requisition or otherwise, (D) the prohibition, limitation or restriction of Lessee's use of all or any part of the Airframe, or any Engine or the interference with such use by any Person, (E) the inadequacy or incorrectness of the description of any portion of the Airframe, or any Engine, (F) Lessee's acquisition or ownership of all or any part of the Airframe or any Engine otherwise than pursuant to an express provision of this Lease, (G) any defect in compliance with specifications, condition, merchantability, design, airworthiness, quality, durability, operation or fitness for use or any purpose of the Airframe or any Engine or any portion thereof, (H) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, Lessor or any other Person, (I) any breach, default or misrepresentation by the Lessor under this Lease or any other Operative Document or any of the documents referred to herein or therein, (J) any invalidity or unenforceability, in whole or in part, of this Lease or any other Operative Document or any of the documents referred to herein or therein, or any other infirmity herein or therein, or any lack of power or authority of any party to this Lease or any other Operative Document or any such documents to enter into the same or any termination of this Lease by operation of law, or (K) any other circumstance, happening or act whatsoever, whether or not foreseen or similar to any of the foregoing, it being the intention of the parties hereto that the obligations of Lessee shall be absolute and unconditional and shall be separate and independent covenants and agreements and shall continue unaffected unless and until the covenants have been terminated pursuant to an express provision of this Lease.

Except as expressly provided herein, Lessee waives all rights now or hereafter conferred by law (x) to quit, terminate, rescind or surrender this Lease or the Airframe or any Engine or any part thereof, or (y) to any abatement, suspension, deferment, return or reduction of the Rent.

Section 19. - RESERVED.

Section 20. - Miscellaneous, Governing Law: Expenses. (a) Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without. invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such

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provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provisions hereof prohibited or unenforceable in any respect. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. This Lease shall constitute an agreement of lease, and nothing contained herein shall be construed as conveying to Lessee any right, title or interest in the Aircraft or the Aircraft Documents except as a lessee only. The section and paragraph headings in this Lease and the table of contents are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof and all references herein to numbered sections, unless otherwise indicated, are to sections of this Lease. This Lease may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The representations, warranties, covenants, agreements and indemnities of Lessee set forth in this Lease and Lessor's and Lessee's obligations hereunder, shall survive the expiration or other termination of this Lease to the extent required for full performance and satisfaction thereof

(b) THIS LEASE HAS BEEN DELIVERED IN LAS VEGAS, NEVADA AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, BUT EXCLUDING NEVADA CONFLICTS OF LAW PRINCIPLES.

(c) Lessee agrees (a), in the event that the transactions contemplated hereby shall fail to be consummated, to pay or reimburse Lessor for all its out-of-pocket costs and reasonable expenses incurred in connection with the development, preparation and execution of this Lease and the other Operative Documents and any other documents prepared in connection herewith or therewith, and the consummation of the transactions contemplated hereby and thereby, including, without limitation, the reasonable fees and disbursements of counsel to Lessor, (b) to pay or reimburse Lessor for all its out-of-pocket costs and expenses incurred in connection with any amendment, supplement or modification to this Lease and the other Operative Documents,

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including without limitation, the fees and disbursements of counsel to Lessor, (c) to pay or to reimburse Lessor for all its costs and expenses incurred in connection with the enforcement or preservation of any rights under this Lease, the other Operative Documents and any such other documents, including, without limitation, the fees and disbursements of counsel to Lessor, (d) to pay, indemnify, and hold Lessor harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying stamp, excise and other taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Lease, the other Operative Documents and any such other documents. The terms of this Lease and the other Operative Documents supersede in their entirety any prior written or oral statements made by Lessor or Lessee.

(d) Lessee hereby (a) irrevocably submits itself to the non- exclusive jurisdiction of (i) the courts of the State of Nevada and (ii) the United States District Court for the district that includes Las Vegas, Nevada for the purposes of any suit, action or other proceeding arising out of this Lease or any other Operative Document, or the subject matter hereof or thereof or any of the transactions contemplated hereby or thereby, brought by or on behalf of Lessor or its successors, subrogees or assigns, (b) irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in either such Nevada State or Federal court, (c) irrevocably waives, to the fullest extent Lessee may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding, and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this paragraph shall affect or impair Lessor's right to serve legal process in any manner permitted by law or Lessor's right to bring any action or proceeding against Lessee or Lessee's property in the courts of any other jurisdiction.

In any action or proceeding relating to this Lease, Lessee hereby irrevocably and unconditionally appoints, at Lessee's expense, The Corporation Trust Company of Nevada (the "Lessee Process Agent"), located at 6100 Neil Road Suite 500, Reno, Nevada, as its agent to receive on behalf of Lessee and its property service of copies of the summons and complaint and any other process which may be served in any action

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or proceeding in any Court or other proceedings, and, if for any reason such Lessee Process Agent (or any successor Lessee Process Agent) is unable to act as such, will promptly notify the Lessor and will, within thirty days, appoint a successor Lessee Process Agent in the City of Reno, Nevada (which successor Lessee Process Agent shall accept such appointment in a writing reasonably satisfactory to Lessor prior to the termination for any reason of the appointment of the predecessor Lessee Process Agent). In any action or proceeding, Lessee agrees that such service may be made on Lessee by delivering a copy of such process to Lessee in care of the appointed Lessee Process Agent at such Lessee Process Agent's address. Lessee hereby also irrevocably and unconditionally authorizes and directs such Lessee Process Agent to accept such service on its behalf.

LESSEE HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH IT IS A PARTY INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS LEASE OR THE OTHER OPERATIVE DOCUMENTS OR THE RELATIONSHIP ESTABLISHED HEREUNDER OR THEREUNDER AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE HEREOF OR BEFORE OR AFTER THE PAYMENT, OBSERVANCE AND PERFORMANCE OF LESSEE'S OBLIGATIONS UNDER THIS LEASE OR THE OTHER OPERATIVE DOCUMENTS.

Lessor, Lessee and each Guarantor hereby elect the courts of the City of Sao Paulo, State of Sao Paulo, Brazil as the competent courts to decide any questions or disputes eventually arising under this Lease and/or the agreements of Guaranty in case any of the parties chooses to bring judicial proceedings against the others under Brazilian territory.

Section 21. - Currency. This is an international transaction in which the specification of the currency of payments is of the essence. The payments required to be made by any party hereto under this Lease shall not be discharged by an amount paid in any currency other than the designated currency of such payments, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on prompt conversion to the designated currency (as quoted in New York, New York) does not

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yield the amount of U.S. Dollars due hereunder. In the event that any payment required to be made hereunder, whether pursuant to a judgment or otherwise, does not, when paid and converted, result in payment of the correct amount of U.S. Dollars due and owing to the Person receiving such payment, such Person shall have a separate cause of action for the amount of any shortfall and the payor shall pay such additional amounts as may be necessary to compensate for such shortfall.

Section 22. - RESERVED.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be duly executed as of the day and year first above written.

UBERABA

LESSEE: TOTAL LINHAS AEREAS S.A.

By: ALFREDO MEISTER NETO
Title: PRESIDENT

By: FERNANDO BRUNING
Title: FINANCIAL DIRECTOR

LESSOR: PACIFIC COAST GROUP, INC.

By: _____
Title: Attorney-in-Fact

GUARANTOR: TRANSPORTADORA SULISTA S.A.

By: ALFREDO MEISTER NETO
Title: PRESIDENT

UBERABA

By: FERNANDO BRUNING
Title: FINANCIAL DIRECTOR

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GUARANTOR: ALFREDO MEISTER NETO

Individual

I.D.: 286.502-5 SSPPR

UBERABA

SPOUSE:

I.D.: 872.405 SSPPR
MARILÚ ULSON MEISTER

GUARANTOR: AMADEU BRUNING

UBERABA

Individual

I.D.: 2.577.427 SSPSP

UBERABA

SPOUSE

I.D.: 3.163.389 SSPSP
REGINA MARÍA CALDANA BRUNING

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Witnesses:

1. -

Name: Eliane de Almeida Landis
I.D.: 13.409.363-7

UBERABA

2. -

Name: GLADISON ALBERTO PIASERA
I.D.: 2.082.840-4 SSPPR

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EXHIBIT A

TO OPERATING LEASE AGREEMENT

Lease Supplement No. 1 (Aircraft 22053)

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Fls: 0125
Doc: 3675

Lease Supplement No. 1 (Aircraft _____) dated _____, _____, between _____, a _____ ("Lessee"), and _____, a _____ corporation (together with its successors and assigns, "Lessor").

Lessor and Lessee have heretofore entered into that certain Operating Lease Agreement (Aircraft _____) dated as of _____, _____ relating to one _____ aircraft (herein called the "Lease" and the defined terms therein being hereinafter used with the same meanings). The Lease provides for the execution and delivery from time to time of Lease Supplements for the purpose of leasing the Airframe and Engines under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. - Lessor hereby delivers and leases to Lessee under the Lease and Lessee hereby accepts and leases from Lessor under the Lease the following described Boeing 727-243F aircraft (the "Aircraft"), which Aircraft as of the date hereof consists of the following components:

[See Attachment 1 to this Exhibit A listing of Airframe and Engine serial numbers]

2. - The Delivery Date of the Lease is the date of this Lease Supplement set forth in the opening paragraph hereof, the Delivery Time is __:__, __.m. (____) and the Lease Expiry Date for the Lease is _____.

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3. - Except as otherwise provided in the Lease, the Term for the Aircraft shall commence on the Delivery Date and end on the Lease Expiry Date.

4. - Lessee hereby confirms its agreement to pay Lessor Basic Rent for the Aircraft throughout the Term therefor in accordance with Section 3 of the Lease. Lessee hereby confirms that the first Basic Rent Date is _____, 2000, on which date Lessee shall pay Lessor an amount equal to _____ (which represents Basic Rent for the period from and after the Delivery Date through _____, 2000.

5. - Lessee hereby confirms to Lessor that Lessee has accepted the Aircraft for all purposes hereof and of the Lease as being airworthy, in good working order and repair and without defect or inherent vice in condition, design, operation or fitness for use; provided, however, that nothing contained herein or in the Lease shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Aircraft against the Manufacturer, or any subcontractor or supplier of the Manufacturer.

6. - All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

7. - This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duty executed on the day and year first above written.

TOTAL LINHAS AEREAS S.A., Lessee

By: _____

Title: _____

PACIFIC COAST GROUP, INC., Lessor

By: _____

Title: _____

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ATTACHMENT TO EXHIBIT A

Aircraft Specifications

GENERAL

Manufacturer:	BOEING
Aircraft Type:	727-243F
Serial Number	22053
Present Registration:	N198PC
Data as of:	Mar 16,2000
Date of Manufacture:	1980
Aircraft TT:	45,992
Aircraft TC:	27,761
Operator:	LCI
Line Number:	1620

WEIGHT & STRUCTURAL DATA

Max. Taxi Weight:	195,500 lbs
Max. Take Off Weight:	194,800 lbs
Max. Landing Weight:	164,000 lbs
Max. Zero Fuel Weight:	155,000 lbs
Operating Empty Weight:	92,398 lbs
Fuel Capacity:	54,003 lbs

ENGINES

MFG: Pratt & Whitney TYPE: JT8D-15

POSITION	SERIAL NUMBER	TOTAL TIME	TOTAL CYCLES	TIME REMAINING	CYCLES REMAINING	PWR. RATING	TIME SINCE OVHL/ LSV
# 1	666306	42013.07	27521	4291	1354	15	1729
#2	666166	44908:51	29525	5674	1374	15	3117
#3	665817	55903:21	38782	7476	2496	15	0

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EXHIBIT B
TO OPERATING LEASE AGREEMENT (AIRCRAFT 22053)

MONTHLY AIRCRAFT UTILIZATION AND STATUS REPORT

[form to be supplied by Lessor after delivery]

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EXHIBIT C
TO OPERATING LEASE AGREEMENT (AIRCRAFT 22053)

Acceptance Certificate

On this ____ day of _____, _____ (referred to in the below referenced Lease as the "Delivery Date"), _____, ("Lessee") hereby unconditionally accepts the Aircraft for all purposes under that certain Operating Lease Agreement (Aircraft ____) dated as of _____, ____ (the "Lease") between _____ ("Lessor") and Lessee. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as in the Lease. Lessee hereby acknowledges that it has found the Aircraft to comply with all delivery requirements set forth in the Lease and acknowledges unconditional acceptance of the Aircraft.

Attachment 1 to this Exhibit truly and correctly reflects the time-status of the Aircraft (including Engines) and its components on the date hereof.

Fuel _____ pounds; oil _____ gallons on board.

Attached as Attachment 2 hereto is a list of the items of equipment installed in and attached to the Aircraft.

Attached as Attachment 3 hereto is a list of the items of loose equipment delivered with the Aircraft.

Attached as Attachment 4 hereto is a complete list of the Aircraft Documents delivered with the Aircraft.

_____, Lessee
By: _____
Title: _____

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The above completed information is found acceptable by the undersigned.

_____, Lessor

By: _____

Title: _____

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ATTACHMENT 1 TO EXHIBIT C

[INSERT TIME STATUS OF AIRCRAFT, ENGINES, PROPS]

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ATTACHMENT 2 TO EXHIBIT C

Inventory List Report

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ATTACHMENT 3 TO EXHIBIT C

Equipment

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ATTACHMENT 4 TO EXHIBIT C

Aircraft Documents

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EXHIBIT D

TO OPERATING LEASE AGREEMENT(AIRCRAFT 22053)

Aircraft Documents On Return Date

In addition to the Aircraft Documents delivered on the Delivery Date, the following Aircraft Documents will be retained with the Aircraft and returned on the Return Date:

ALL AIRCRAFT DOCUMENTS DELIVERED TO LESSEE ON THE DELIVERY DATE AND THOSE WHICH, BY THE TERMS OF THE LEASE, ARE REQUIRED TO BE MAINTAINED UNDER THE TERMS OF THE LEASE.

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EXHIBIT E

TO OPERATING LEASE AGREEMENT (AIRCRAFT 22053)

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Return Conditions

Upon any return of the Aircraft under the Lease, whether upon the scheduled Return Date or otherwise, the following requirements and conditions, as evidenced by inspection at the Return Location, shall apply:

The Aircraft at the time of its return shall be in the condition set forth in this Exhibit E and Section 5 of the Lease and shall be free and clear of all Liens other than Lessor Liens. At the time of acceptance of return of the Aircraft to Lessor, Lessor and Lessee shall each promptly, execute an Aircraft Return Receipt and Lease Termination in such form as the Lessor shall require.

The Aircraft at the time of its return to Lessor shall have been maintained and repaired in accordance with the Maintenance Program and this Lease with the same care and consideration for the technical condition of the Aircraft as if it were to have been kept in continued regular service by the Lessee, and shall meet the following requirements (at the sole cost and expense of Lessee):

1. - **Operating Condition.** The Aircraft shall be in as good operating condition as on the Delivery Date, ordinary wear and tear from normal commercial cargo operations excepted, with all of the Aircraft equipment, components and systems functioning in accordance with their intended use irrespective of deviations or variations authorized by the minimum equipment list or configuration deviation list.

2. - **Cleanliness Standards.** The Aircraft shall be clean by United States commercial airline standards.

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3. - **Certificate of Airworthiness.** The Aircraft shall have, and be in compliance with, a current valid standard certificate of airworthiness issued by the

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Registration Authority and shall have an export certificate of airworthiness and be immediately eligible for a United States certificate of airworthiness and immediately qualify for operations in commercial, scheduled, revenue passenger and/or cargo service in the United States pursuant to FAR Part 121 (or any successor regulations) and shall be airworthy according to manufacturer's specifications and United States FAA regulations.

4. - **Compliance with Governmental Requirements.** The Aircraft shall be in compliance with all Airworthiness Directives and mandatory requirements of the Registration Authority affecting the Aircraft which have an effective date for compliance prior to and within 180 days after the end of the Term and return of the Aircraft to Lessor. In the event Lessee has obtained a waiver or deviation from the Registration Authority from having to comply with any such Airworthiness Directives or mandatory requirements, Lessee shall, irrespective of such waiver or deviation, fully comply with all such Airworthiness Directives or mandatory requirements covered by such waiver or deviation prior to the return of the Aircraft to Lessor as if such waiver or deviation did not exist.

5. - **Deferred Maintenance.** The Aircraft shall have had accomplished thereon all outstanding deferred maintenance items, carry-over items, configuration deviation list items and flight discrepancies. Items deferred because of maintenance concessions (i.e., an exemption to operate beyond the normal limits by monitoring) shall be brought up-to-date as if such maintenance concessions or exemptions did not exist. Components whose time status exceeds the conditions or requirements imposed by this Lease shall be brought into compliance with such conditions or requirements.

6. - **Corrosion.** All corrosion shall have been performed in a workmanlike and appropriate manner, in compliance with the Maintenance Program and any corrosion discovered in Lessor's redelivery inspection or discovered in the required Airframe check at return, shall be corrected.

7. - **Configuration and Condition.** The Aircraft shall be returned in the same configuration and condition with all Parts installed therein as on the Delivery Date, excepting only modifications, additions, replacements and substitution of Parts as may have been properly made by Lessee pursuant to Section 8 and as specifically

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otherwise set forth in this Exhibit E. Lessee shall, prior to such return of the Aircraft, furnish Lessor a listing of all such modifications, additions, or replacements made during the Term. Lessee shall provide Lessor with the last 24 reliability reports for the Aircraft as provided to the Registration Authority and a list of all rotable Parts installed on the Aircraft during the last six (6) months of the Term and of all rotable Parts replaced during said last six (6) months. Lessee shall not replace Parts with parts having an operating record indicating a higher failure rate than the Parts replaced during the last six (6) months of the Term.

8. - **Condition of Airframe.** The Airframe at the time of its return to Lessor shall meet the requirements as set forth below, all at Lessee's expense, except as otherwise provided herein:

(a) **Airframe Inspection.** The Aircraft shall be returned with a fresh full "C" Check performed in accordance with the Maintenance Program (and the Aircraft will not be placed back into service by Lessee following such check), and Lessee shall be permitted to draw upon the applicable Maintenance Reserves following performance thereof, to the same extent as if such check had been otherwise performed during the Term. All CPCP and SSI (the latter signifying the "Structurally Significant Items" identified by the manufacturer and the FAA as requiring certain inspection at determined interval) inspections shall have been accomplished to the extent that none shall be due for the next 18 months after redelivery of the Aircraft to Lessor, unless the inspection, itself, has a shorter interval for performance. Lessee shall notify Lessor of the scheduling of the commencing such return check and Lessor shall have the option to not have such check performed and retain the applicable Maintenance Reserves with respect thereto.

(b) **Parts.** All Parts installed in the Aircraft shall be serviceable in accordance with Registration Authority and FAA standards and have a value, modification status and condition equivalent to the Parts in the Aircraft on the Delivery Date, ordinary wear and tear excepted. All Parts, components and assemblies identified with safe-life, hard-time or condition monitored limits shall be provided with part number, serial number, their service histories, accumulated cycles and flight hours, safe-life, hard time or condition monitored limits and remaining service lives on a separate listing and where practicable, be physically verified as installed and have hard

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copy documentation (i.e., appropriate overhaul or serviceable vendor tags and work orders) to verify their service histories and all components and assemblies which are identified on the maintenance records by part numbers and/or serial numbers other than the manufacturer's or other manufacturer's shall be provided with two way cross-reference listing necessary to establish complete traceability.

(c) **Fuselage, Windows and Doors.** The fuselage shall be free of scab patches and substantially free of dents and abrasions and loose or pulled or missing rivets which developed or arose during the Term. Windows shall be within manufacturer limits and shall be properly sealed. Doors shall be free moving, correctly rigged and be fitted with serviceable seals if required.

(d) **Wings and Empennage.** All leading edges shall be free from damage that arose during the Term and free from damage required to be repaired under the Maintenance Program. Wings shall be free of fuel leaks.

(e) **Interior.** Except for conditions reflecting fair wear and tear during the Lease Term: ceilings, sidewalls and bulkhead panels shall be clean and free of cracks and stains; all window shades shall operate properly and be undamaged; all carpets and seat covers shall be in good condition, clean and stain free and meet all international fire resistance regulations; all seats shall be serviceable, in good condition and repainted as necessary; and recline mechanism and table operation shall be satisfactory, and table condition level, tight, and undamaged. All signs and decals shall be in the English language, clean and legible and all emergency equipment having a calendar life shall have a minimum of one year or one hundred per cent of its total approved life whichever is less, remaining.

(f) **Cockpit.** All decals shall be in the English language, clean, secure and legible and, except for conditions reflecting fair wear and tear during the Lease Term, all fairing panels shall be free of stains and cracks, shall be clean, secure and repainted as necessary; floor coverings shall be clean and effectively sealed, and painted as necessary; seat covers shall be in good condition, clean and shall continue to conform to all international fire resistance regulations; seats shall be fully serviceable and shall be repainted as necessary; wear areas will be painted or refurbished as necessary.

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(g) **Cargo Compartment**. All panels and nets shall be in good condition and repair and current and in compliance with Registration Authority and FAA requirements for operation in FAR Part 121 cargo operations.

9. - **Life Limited Components**. All Life Limited Components shall have a minimum of (i)3000 hours or cycles (as applicable) remaining to next scheduled replacement, inspection or overhaul and all Life Limited Components controlled by calendar time, shall have a minimum of 12 months (based on prior 12 months usage) remaining to next scheduled replacement, inspection or overhaul or (ii) the same number of hours or cycles (as applicable) or calendar life, remaining to next scheduled replacement, inspection or overhaul as such component had on the Delivery Date, whichever is greater.

10. - **Condition of Landing Gear.** Each Landing Gear (by leg) shall be clean, free of leaks and repaired as necessary. All decals shall be in the English language, clean, secure, and legible. At return, each Landing Gear shall have not less than either, (i) two years, or (ii) (A) 3000 cycles remaining to next scheduled overhaul under the Maintenance Program, or (B) the same number of hours remaining to the next scheduled overhaul as such Landing Gear had on the Delivery Date, whichever is greater, between (i) (A) and (B). For purposes of the calculation to be made under subsection 13 below on Financial Settlement, the foregoing standard under (ii) (A) and (B) above for each Landing Gear shall be the "FM" or "Financial Minimum".

11. - **Condition of Auxiliary Power Unit ("APU").** Lessee will return the Aircraft's installed APU in good operating condition, in accordance with the manufacturer's specifications, ordinary wear and tear excepted. Any operational discrepancies of the APU shall be corrected at Lessee's expense prior to the return of the Aircraft to Lessor. At the time of return to Lessor, the APU shall have the same amount of time since last hot section inspection as on the Delivery Date. For purposes of the calculation to be made under subsection 13 below on Financial Settlement, the delivery time shall be the "FM" or "Financial Minimum".

12. - **Condition of Engines.** Engine components or modules shall not exceed applicable soft time limits (as defined in the Maintenance Program) since their last shop visit or rework. Each Engine shall meet the Maintenance Program parameters for

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acceptable EGT margin at rated thrust, EPR, fuel flow, pressures, and temperature. Each Engine shall have no less than (i) 1300 cycles remaining to the next limiter or (ii) the same number of hours and cycles remaining to the next limiter (and hours and or cycles since last HSI workscope) as such Engine had on the Delivery Date, whichever is greater (which standard shall be referred to in subsection 13 below with respect to Financial Settlement as, the "FM" or "Financial Minimum").

13. - Financial Settlement.

(A) If the actual time remaining to next scheduled overhaul of a Landing Gear at return (the "AT" or "Actual Time") is less than the FM for the Landing Gear, the Lessee shall be allowed to pay Lessor a financial settlement to satisfy the applicable return condition only if the Actual Time is 1500 cycles or more remaining to next scheduled overhaul which settlement shall be calculated and paid in accordance with the following formula:

(FM - AT) x then current applicable Reserve Rate = the settlement amount to be paid to Lessor for such Landing Gear

(B) If the actual time remaining to next scheduled overhaul of the APU at return (the "AT" or "Actual Time") is less than the FM for the APU, the Lessee shall be allowed to pay Lessor a financial settlement to satisfy the applicable return condition which settlement shall be calculated and paid in accordance with the following formula:

(FM - AT) x then current applicable Reserve Rate = the settlement amount to be paid to Lessor for such APU.

(C) If the actual time remaining to next limiter for an Engine at return (the "AT" or "Actual Time") is less than the FM for such Engine, the Lessee shall be entitled to pay Lessor a financial settlement to satisfy the applicable return condition only if the Actual Time is 1300 cycles or more remaining to next limiter, which settlement shall be calculated and paid in accordance with the following formula:

(FM - AT) x the then current applicable Engine Reserve Rate* = the settlement amount to be paid to Lessor for such Engine.

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(*such amount shall be subject to adjustment for cycle to hour ratio)

Lessee shall be entitled to meet its return condition obligations by the payment or application of money only where specifically stated in this subsection. Lessor shall, in no instance be responsible for paying Lessee any amount related to an Item having greater or improved time or condition than required under these return conditions. No use of the Maintenance Reserves, except in the case of the "C"Check will be permitted.

14. - **Historical Records; Trend Monitoring Data.** If the Engine historical and maintenance records and/or trend monitoring data indicate a rate of acceleration in performance deterioration of any installed Engine which is higher than normal based on manufacturer recommended standards, Lessee shall, prior to the Aircraft's return, correct or cause to be corrected such conditions which are determined to exceed the Engine manufacturer's maintenance manual tolerances or otherwise be causing such performance deteriorations.

15. - **Inspections.**

(i) Lessor and Lender may, from time to time, desire to make the Aircraft available for inspection to designated representatives or technical teams evaluating the Aircraft for use after the end of the Term. Lessor agrees to give Lessee not less than five (5) Business Days' advance notice of such inspection and Lessee agrees to cooperate fully with Lessor's and Lender's requests in making the Aircraft and the Aircraft Documents available to such authorized technical teams and Lessor agrees that such requests will be reasonable and will be coordinated with Lessee so as to minimize disturbance to Lessee's scheduled operations and personnel.

(ii) No later than 5 days prior to the end of the Term, the Aircraft (including the Aircraft Documents and the documents to be returned in accordance with Section 5 (b)) shall be made available to Lessor and Lender for ground inspection by Lessor at Lessee's facilities. Prior to the expiration or earlier termination of this Lease, the Aircraft shall be made available to Lessor for ground inspection during such periods as the Aircraft is on the ground out of service and after expiration or other termination of this Lease, the Aircraft shall be made fully available to Lessor, without

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restriction. In such ground inspections, Lessee shall open the areas of the Aircraft as determined by Lessor and/or Lender, and shall allow Lessor and Lender to accomplish inspections in order to determine that the Aircraft (including the Aircraft Documents) is in the condition required by the provisions of this Exhibit E, Lessee shall promptly correct any discrepancies from the condition required by the provisions of this Exhibit E which are observed during such inspection and are communicated in writing by Lessor or Lender to Lessee.

(iii) A borescope inspection of each Engine and the APU shall be performed under the surveillance of Lessor at Lessee's expense at the time of the Aircraft's return to Lessor and Lessee shall provide evidence satisfactory to Lessor reflecting the correction of any discrepancies found during such inspection and determined to have exceeded the Engine or APU manufacturer's maintenance manual limits.

(iv) Lessee shall conduct an operational ground check in accordance with the requirements of the Maintenance Program and shall correct any discrepancies disclosed by such check and those required to be rectified by this Lease.

(v) The Aircraft shall be subject to a test flight at the Return Location, by Lessee, at Lessee's expense, using qualified flight personnel, for a minimum of two (2) hours on a non-commercial flight, for the purpose of demonstrating to Lessor the satisfactory operation of the Aircraft and its equipment and systems. Two (2) of Lessor's employees or representatives (or more if consented to by Lessee) may participate in such flight as observers. Lessee's pilot shall be in command of the Aircraft. Such flight shall be conducted using standard operational check flight procedures requested by Lessor or Lessor's representative sufficient to demonstrate the proper operation of all systems for normal passenger use. Upon completion of such operational check flight, the representatives of Lessee and Lessor participating in such flight shall agree in writing upon any discrepancies in such Aircraft required to be corrected by Lessee in order to comply with the provisions of this Exhibit E and Lessee shall promptly correct or cause to be corrected at Lessee's expense any such discrepancies. If any discrepancies continue to persist, Lessor may (but shall not be obligated to) accept delivery of the Aircraft and apply the procedure set forth in Section 5 of the Lease for such discrepancies.

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16. - **Acceptance.** Upon completion of the foregoing inspections and after Lessee has corrected the discrepancies as required to comply with this Exhibit E the return of the Aircraft shall be accepted by Lessor's representatives at the Return Location.

17. - **Deferred Discrepancy Correction.** Any discrepancies found during the inspections set forth herein which are not corrected by Lessee prior to return of the Aircraft to Lessor may be corrected by Lessor or its designee after return of the Aircraft and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor or its designee for accomplishing such discrepancy corrections. Lessee shall pay Lessor for all such costs and expenses incurred within ten (10) days of the date of Lessor's invoice therefor. Any late payments shall be subject to interest at the Overdue Payment Rate.

18. - **Flight Cost.** All flights pursuant to this Exhibit E and Section 5 of the Lease and any and all costs associated with such flights including, but not limited to, costs for crew, fuel, oil, airport fees, insurance, takeoff/landing fees, airway communication fees, ground handling fees and customs duties, if any, shall be the responsibility of the Lessee.

19. - **Indemnification.** Section 16 with respect to all indemnification covered therein shall apply to all activity pursuant to this Exhibit E and Section 5 of the Lease and shall cover Lessor's representatives with regard to the return of the Aircraft.

20. - **Aircraft Documents.** Lessee shall return to Lessor, at the time the Aircraft is returned to Lessor, all of the Aircraft Documents and the documents to be returned in accordance with Section 5(b), updated and maintained by Lessee in English through the date of return of the Aircraft.

21. - **Aircraft Markings.** At the time of the return of the Aircraft, Lessee shall, have freshly painted the Aircraft white. In the event that, notwithstanding Lessee's obligation to do so, Lessee does not comply therewith, Lessee shall pay Lessor's costs and expenses for such work within ten (10) days of the date of Lessor's invoice therefor. Any late payments shall be subject to at the Overdue Payment Rate.

22. - **Ownership.** Any documents, equipment and any other items returned to

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Lessor pursuant to this Exhibit E and Section 5 of the Lease which are not already owned by Lessor shall thereupon become the property of Lessor.

23. - **Storage of Aircraft After Return.** Upon expiry and upon the written request of Lessor given at least five (5) Business Days prior to the end of the Term, Lessee shall provide storage facilities for the Aircraft at the Return Location, for a period not to exceed ninety (90) days (the "Storage Period") at the expense of Lessee. During the Storage Period, Lessor shall bear the risk of loss of the Aircraft and shall pay all maintenance and insurance costs with respect to the Aircraft.

24. - **Assignment of Rights.** Upon return of the Aircraft to the Lessor, the Lessor may assign its rights under this Lease with respect to the Aircraft to a third party purchaser or lessee of the Aircraft.

25. - **No Lessor Obligations.** Lessor shall not be obligated to compensate Lessee in the event that the Aircraft is in better condition on the Return Date than required hereunder.

26. - **Disputes.** Any dispute between Lessee and Lessor regarding the condition of the Aircraft arising under this Lease shall be referred to and be determined by the Airframe or Engine manufacturer, and such determination shall be final and binding upon the parties.

27. - **Bridging and Export.** At Lessor's request, Lessee shall cooperate with Lessor to scheduling and assisting any inspections, record keeping, or modifications as may be necessary to "bridge" the placement of the Aircraft after return on a subsequent lessee's operations specifications and maintenance program (or effect smooth transition thereof). All costs and expenses associated with obtaining an Export Certificate of Airworthiness from the Registration Authority shall be borne by Lessee.

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EXHIBIT F (part 1)

TO OPERATING LEASE AGREEMENT(AIRCRAFT 22053)

Insurance Requirements

The Insurances required to be maintained shall be as follows (base and reinsurance):

Insurance Certificates providing the coverage and provisions indicated below shall be provided by Total Linhas Aereas S.A., hereinafter referred to as, "Lessee") to Pacific Coast Group, Inc. (hereinafter referred to as "Lessor"):

1. - All Risk Ground and Flight Aircraft Hull and War Risk Insurance including Transit and Search and Rescue Provisions:

1.1. - Insurance in an amount of $7,000,000 U.S. DOLLARS (on an "agreed value basis" with no right of insurers to replace) or such greater amount as Lessor may reasonably require from time to time (herein referred to as the "Insurance Value") for the Aircraft with deductible not exceeding TWO HUNDRED FIFTY THOUSAND U.S. DOLLARS ($250,000 US);

1.2. - The War Risk Insurance will provide, as a minimum, coverage for the following perils:

(i) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(ii) Strikes, riots, civil commotions or labor disturbances;

(iii) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;

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(iv) Any malicious act or act of sabotage;

(v) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition of title or use by or under the order of any government (whether civil, military or de facto) or public or local authority, **including** the country of registry;

(vi) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Assured.

1.3. - The "All Risk" Hull Insurance Policy and War Risk Insurance Policy shall in addition include the following endorsements or extensions of coverage:

(i) It is understood and agreed that this insurance, as to the interest of the Indemnified Parties, shall not be invalidated or in any way prejudiced by any action or inaction of Lessee, and shall insure the Indemnified Parties regardless of breach or violations of any warranties, declarations or conditions contained in policies held by Lessee;

(ii) Losses shall be adjusted with Lessor and Lessor's Lender and payable directly to Lessor's Lender for the account of all interests in U.S. dollars in the United States of America; provided, however, amounts of less than $25,000 US for repair of the Aircraft shall be paid directly to Lessee;

(iii) In the event of any material change, restriction or reduction in coverage or in the event of cancellation of the insurance, written notice of such change, restriction or reduction in coverage or cancellation of said insurance shall be delivered by internationally recognized courier to Lessor and Lessor's Lender at the following addresses:

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[insert on actual certificate the appropriate addresses]

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stating when, not less than thirty (30) days (seven (7) days or such notice as is available in respect of war clauses) after sending (by delivery to an internationally recognized courier company for delivery to Lessor and Lessor's Lender) said written notice such change, restriction, reduction in coverage or cancellation shall be effective;

(iv) The Lessee's insurers agree that the Indemnified Parties shall not be liable for insurance premiums of Lessee arising out of or resulting from this lease agreement. The Lessee's insurers further agree that there will be no setoff against any claims that may be payable to Lessee or Lessor or Lessor's Lender or their assigns or their respective officers, directors, agents and employees;

(v) The Lessee's insurers agree to waive all rights of subrogation against the Indemnified Parties;

(vi) Any premium due to the insurer as a result of the insurance effected by this endorsement shall be the responsibility of Lessee and not the responsibility of Indemnified Parties, provided, however, that:

(1) In the case Lessee shall neglect to pay any premiums due under this endorsement and the policy thereof, any of the Indemnified Parties may, at their option elect to continue such insurance and, on demand, pay the premium; and

(2) In the event of any apparent increase of hazard, any of the Indemnified Parties may, on demand, pay the premium for such increased hazard if such Indemnified Party desires such insurance and if the premium is not otherwise paid by Lessee;

(vii) In the event Lessee obtains separate policies to cover All Risk Aircraft Hull and War Risk and Related Perils insurance, all such policies shall include a 50/50 provisional claims settlement arrangement in the event of dispute over which policy covers the loss.

2. - Liability Insurance

2.1. - The Indemnified Parties and each of their respective officers,

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directors, agents, employees and affiliates shall be named as additional insureds under Lessee's aviation liability policy to the full extent of the indemnity agreements of this Lease which policy shall be in limits of not less than US$150,000,000 US combined single limit.

2.2. - The liability policy shall include the following endorsement or extensions of coverage:

(i) The above policy shall be endorsed so as to provide that the inclusion of more than one person, partnership, corporation, organization, firm or entity as named insured under this policy shall not in any way affect the rights of any such person, partnership, corporation, organization, firm or entity either in respect to any claim, demand, suit or judgment made or brought by or in favor of any other insured or by or in favor of any employee of such other insured. It is the intent of this policy to protect each person, partnership, corporation, organization, firm or entity with respect to any claim demand, suit or judgment in the same manner as though a separate policy had been issued to each; however, nothing contained herein shall operate to increase the insurer's limit of liability as set forth in this policy;

(ii) The insurance afforded by these policy shall not be invalidated as respects the Indemnified Parties by any act of Lessee or any inaction of Lessee or by Lessee's failure to take any required action with respect to such insurance;

(iii) The above policy shall be primary and not contributory nor excess with respect to any other insurance which may be available for the protection of the Indemnified Parties;

(iv) In the event of any material change, restriction or reduction in coverage or in the event of cancellation of the insurance, written notice of such change, restriction or reduction in coverage or cancellation of said insurance be mailed to the Indemnified Parties, including Lessor and Lessor's Lender, at the following addresses:

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stating when, not less than thirty (30) days after receipt of said written notice such change, restriction, reduction in coverage or cancellation shall be effective;

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(v) The Lessee's insurers agree that the Indemnified Parties shall not be liable for any insurance premiums of Lessee arising out of or resulting from this lease agreement. The Lessee's insurers further agree that there will be no setoff against any claims that may be payable to Lessee or Lessor or their assigns or their respective officers, directors, agents and employees;

(vi) Any premium due to the insurer as a result of the insurance effected by this endorsement shall be the responsibility of Lessee and not the responsibility of any Indemnified Party; provided, however, that:

(1) In case Lessee shall neglect to pay any premiums due under this endorsement and the policy thereof, such Indemnified Party may, at its option, elect to continue such insurance and, on demand, pay the premium; and

(2) In the event of any apparent increase of hazard, Lessor may, on demand, pay the premium for such increased hazard if it desires such insurance and if the premium is not otherwise paid by Lessee.

3. - **All Risk Spares Insurance.** Lessee shall carry and maintain throughout the Term such all risk spare parts insurance covering the Spares in an amount no less than the full replacement value and covering all other of Lessee's spare parts, against such risks as Lessor shall reasonably request.

4. - **Reinsurance**

4.1. - If the insurance required herein is subject to reinsurance, the reinsurance policies shall:

(i) Incorporate all provisions, agreements and undertakings of the original insurance;

(ii) Provide for payment to be made to the order of the Lessor's Lender notwithstanding any bankruptcy, insolvency, liquidation or dissolution of the original insurer and regardless of whether the original insurer has made any payment

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under the original insurance policies;

(iii) Contain satisfactory cut through clauses that provide for direct payment to the order of Lessor. Additionally, Lessee shall cause the original insurers to assign the benefit and proceeds of the reinsurance in respect of the Hull, Spares and War Risks insurance and in that regard to enter into an assignment of reinsurance in form and substance satisfactory to Lessor.

ALL COVERAGES SHALL BE FOR WORLDWIDE COVERAGE AND OPERATION OF THE AIRCRAFT AND SUBJECT IN ALL RESPECTS TO THE APPROVAL OF LESSOR AND ITS LENDER.

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EXHIBIT F (part 2)

TO OPERATING LEASE AGREEMENT(AIRCRAFT 22053)

Insurance Requirements
Brokers Letter Of Undertaking

(Letterhead of Broker]

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[Date]

Pacific Coast Group, Inc.

_____[Lender]

Dear _____:

Re: Pacific Coast Group, Inc. to _____ of _____ Aircraft, Serial Number _____, _____ Registration Number _____.

Enclosed are Certificates of Insurance describing the hull and liability insurance currently carried and maintained by _____ on the aircraft described above. It is our opinion that, as of this date, the insurance carried and maintained by _____ complies with the required insurance provisions of _____ and _____ of the Lease except that:

[List any exceptions]

We further confirm that as of this date all premiums due for this insurance have been paid. We agree to advise you in writing promptly and in any event not less than thirty (30) days (seven (7) days, or such shorter or longer period as may from time to time be customarily obtainable in the industry in the case of war risk and allied perils coverage) prior to any termination or cancellation (for any reason whatsoever, including without

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limitation, failure to pay premiums) of this insurance.

Yours sincerely,

_____

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EXHIBIT G

TO OPERATING LEASE AGREEMENT (AIRCRAFT 22053)
FORM OF CORPORATE GUARANTY

Guaranty

This Guaranty (hereinafter referred to as, this "Guaranty"), dated as of _____, 2000, is given by _____, a corporation organized and existing under the laws of the country of Brazil (the "Guarantor") with a principal place of business at _____, to Pacific Coast Group, Inc. ("Owner"), a corporation organized and existing under the laws of the State of Nevada, U.S.A. with a principal place of business at 3291 N. Buffalo Drive, Suite 8, Las Vegas, Nevada 89129, United States of America.

WHEREAS, contemporaneously herewith, the Owner and Total Linhas Aereas S.A., a company organized under the laws of Brazil ("Lessee") entered into that certain Aircraft Lease Agreement dated as of _____, 2000(the "Agreement"), involving the lease of a Boeing aircraft Model 727-243F, bearing manufacturer's serial number 22053 (the "Aircraft"); and,

WHEREAS, pursuant to the terms and conditions of the Agreement, and in accordance with the Agreement Lessee has procured, and the Guarantor does hereby deliver, this Guaranty to Owner as an inducement for Owner to enter into the Agreement; and,

WHEREAS, capitalized terms used herein but not defined herein shall have the respective meanings assigned in the Agreement.

NOW THEREFORE, pursuant to the Agreement and the benefits and advantages to be derived therefrom by the Lessee, and other valuable consideration, the sufficiency of which is hereby acknowledged by Guarantor, the Guarantor hereby agrees with Owner as follows:

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1. - Guaranty.

(a) The Guarantor, a primary obligor and note merely as a surety, unconditionally and irrevocably guarantees to Owner the due and punctual performance by Lessee of all of the Lessee's covenants, agreements and obligations of any kind under the Agreement, including, without limitation, the due and punctual payment of each amount which Lessee is or may become obligated to pay under or pursuant to the Agreement, whether such sum or sums of money represent interest, Basic Rent, Supplemental Rent, Maintenance Reserves, late charges, indemnities, liquidated damages or any other type of such of any kind whatsoever that Lessee may owe to Owner now or at any time hereafter (the "Obligations"). Such guaranty is an absolute, unconditional, continuing guaranty and, to the extent it relates to a payment obligation of Lessee, it is a guaranty of payment and not of collectibility. This Guaranty is in no way conditioned upon any attempt to collect from Lessee or to compel Lessee to perform obligations not relating to payment or upon any other event or contingency. The liability of Guarantor is that of a principal debtor and Owner may proceed directly against the Guarantor without proceeding against the Lessee and without realizing any other security or taking any other action that Owner may be entitled to take. This Guaranty is a guaranty of all of the Obligations of Lessee and shall be binding upon and enforceable against Guarantor without regard to any change in Guarantor's relationship to Lessee or any amendment or modification to any of the obligations of Lessee under the Obligations or the genuineness, regularity, validity or enforceability of the Obligations or of any term thereof or lack of power or authority of any party to enter into the Obligations.

(b) This Guaranty shall remain in full force and effect until the Obligations shall have been irrevocably satisfied and paid in full to Owner. In the event any payment made prior to the expiration of this Guaranty by Lessee to Owner shall be later rescinded or declared void by reason of any law, this Guaranty shall be reinstated in full force and effect and the liability of the Guarantor hereunder shall be computed as if such moneys had never been paid to Owner.

(c) The Guarantor shall pay all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by

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Owner in connection with the enforcement of the obligations of Lessee under the Obligations to the extent that such costs and expenses are not paid by Lessee or otherwise and in connection with the enforcement of the Obligations of the Guarantor under this Guaranty.

2. - **Obligations of Guarantor Absolute, etc.** The Obligations of the Guarantor hereunder shall be absolute and unconditional, shall not be subject to any counterclaim, set off, deduction, abatement or defense based upon any claim the Guarantor or the Lessee may have against Owner or any affiliate thereof, and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition (whether or not Guarantor shall have any knowledge or notice thereof), including without limitation, any action by Owner without the Guarantor's consent, without notice to Guarantor and without affecting or impairing Guarantor's obligations hereunder, to do any of the following: (a) renew, extend, modify, release or discharge any of the Obligations or any obligations of other guarantors (if any) or of any other party at any time directly or contingently liable for the payment of any of said Obligations; (b) accept partial payments for said Obligations; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of said Obligations and the security therefor in any manner; (d) consent to the transfer of security, take and hold additional security or guarantees for said Obligations and amend, exchange, release or waive any security or guaranty; or (e) bid and purchase at any sale of paper or security and apply any security and direct the order and manner of sale in accordance with law. The Guarantor also expressly agrees to satisfy any award made by an arbitrator or arbitration panel or court pursuant to the Agreement.

The unconditional obligations of the Guarantor set forth herein constitute the full recourse obligation of the Guarantor enforceable against the Guarantor to the full extent of all its assets and properties.

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3. - **Waiver.** With respect to the unconditional obligations of the Guarantor under this Guaranty, Guarantor unconditionally waives to the extent permitted by statute, rule of law or otherwise: (a) all notices which may be required to preserve any rights against Guarantor hereunder, including, without limitation, any demand, protest, proof of notice of nonpayment of all sums, including damages, payable under

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the Agreement or any notice of any failure on the part of Lessee to perform or comply with any covenant, term or obligation under the Agreement; (b) any requirement for the enforcement, assertion or exercise of any right, remedy, power or privilege under or in respect of the Obligations; (c) any requirement of diligence; (d) any requirement that Lessee be joined as a party to any proceedings for the enforcement of any provision of this Guaranty; (e) acceptance of this Guaranty by Owner or any notice of intention to rely hereon; (f) any right to which it may be entitled that the assets of Lessee first be used or depleted in satisfaction of the Obligations; and (g) any agreement that Lessee be sued and all claims against Lessee be completed or adjudicated prior to an action or proceeding being initiated against the Guarantor.

Guarantor hereby waives to the fullest extent permitted by law all other defenses to which Guarantor would be entitled, including, but not limited to the benefit of order set forth in article 1.491 of the Brazilian Civil Code and 261 of the Brazilian Commercial Code, as well as the benefits set forth in articles 1.499, 1.500, 1.502 and 1.503 of the Brazilian Civil Code.

4. - **Additional Assurances**. The Guarantor agrees, at its expense promptly and duly, to execute and deliver to Owner such further documents and assurances and take such further action as Owner may from time to time reasonably request in order more effectively to carry out the intent and purpose of this Guaranty and to establish and protect the rights and remedies created or intended to be created in favor of Owner.

5. - **Rights to Deal with Lessee**. At any time and from time to time, without terminating, affecting or impairing the validity of this Guaranty or the obligations of Guarantor hereunder, Owner may deal with the Lessee in the same manner and as fully as if this Guaranty did not exist and shall be entitled, among other things, to grant Lessee such extension or extensions of time to perform, or to waive any obligation of Lessee to perform, any act or acts as may be deemed by Owner to be advisable; provided, however, that no such waiver or extension shall in any way limit or otherwise affect any of the rights of Owner in respect to Guarantor's obligations hereunder.

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6. - **Representations and Warranties.** The Guarantor hereby represents and warrants the following:

(a) The execution and delivery of this Guaranty, the performance of the Guarantor's obligations hereunder and the consummation of the transactions contemplated hereby, have been duly authorized by corporate action and do not and will not result in any breach of, or constitute a default under, or result in the creation or imposition of any lien of any character whatsoever upon any property or assets of the Guarantor under, require any approval or authorization from, registration or filing with or notification to any Person pursuant to any law or any judgment, order, writ, injunction, decree, rule or regulation of any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or any lease, installment sale agreement, indenture, mortgage, deed of trust, loan agreement, evidence of indebtedness, or other agreement or instrument to which the Guarantor is a party or by which it may be bound or to which any of its assets may be subject which would have a material adverse effect on the business or consolidated financial condition of the Guarantor or on the Guarantor's ability to perform its obligations under or consummate the transactions contemplated by this Guaranty.

(b) There are no suits, investigations or other proceedings pending or to the best of Guarantor's knowledge, threatened, the outcome of which could reasonably be expected, at the time hereof, to have a material adverse effect on its financial condition or on its ability to perform its obligations under or consummate the transactions contemplated by its Guaranty.

7. - **Covenants.** Guarantor shall provide Owner with full financial statements (as to annual statements, no later than 120 days after the close of each of Guarantor's fiscal year and as to quarterly statements, no later than 90 days after the close of each fiscal quarter), duly certified by independent auditors (annual only) and each, as in compliance with generally accepted accounting principles, upon request by Owner. Owner agrees to maintain confidentiality of such financial statements unless disclosure is required by law or legal process and disclosure thereof may be made to such accountants, lawyers, other personnel of Owner who have a need to know and to Owner's lender, from time to time, each of whom Owner agrees shall confirm, at Lessee's request, that they will also hold such information confidential.

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Guarantor agrees that it will not consolidate with or merge into any other corporation or convey, transfer or lease all or substantially all of its assets as an entirety to any person or entity unless, (i) the corporation formed by such consolidation or into which Guarantor is merged or the person or entity which acquires by conveyance, transfer or lease all or substantially all of the assets of the company as an entirety (the "Successor") shall be a citizen of the United States; (ii) the Successor shall execute and deliver to Owner a duly authorized, valid, binding and enforceable agreement in form and substance reasonably satisfactory to Owner containing an assumption by such successor corporation or person of the due and punctual performance and observance of each covenant and condition of this Guaranty to be performed or observed by Guarantor; (iii) immediately after giving effect to such transaction and as a result of giving effect to such transaction, no default or breach under this Guaranty shall have occurred and be continuing; (iv) the tangible net worth of the Successor (determined in accordance with generally accepted accounting principles) shall be no less than the tangible net worth of the Guarantor as of the delivery of the Aircraft to Lessee under the Lease; and (vi) Guarantor shall have delivered to Owner a certificate signed by the President or any Vice President of Guarantor, and an opinion of counsel satisfactory to Owner, each stating that such consolidation, merger, conveyance, transfer or lease and the assumption agreement mentioned above comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger, or any conveyance, transfer or lease of all or substantially all of the assets of Guarantor in accordance with this Section, the Successor shall succeed to, and be substituted for, and may exercise every right and power of, and shall have every obligation to the same extent as, Guarantor under this Guaranty with the same effect as if such Successor had been named as Guarantor herein. No such conveyance, transfer or lease of all or substantially all of the assets of Guarantor as an entirety shall have the effect of releasing Guarantor or any Successor which shall theretofore have become such in the manner prescribed in this Section from its liability in respect of this Lease. By the foregoing, Guarantor's ability to conduct a public offering of its stock is not restricted.

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8. - Notices. Any notice, request or demand shall be conclusively deemed to

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have been given, (i) when properly sent and received by a party by facsimile or telecopier transmission (with written confirmation by mail), (ii) when personally delivered, when sent and received by overnight courier, addressed to each party at its address specified below (or at such other address as such party shall specify to the other party hereto in writing):

if to Owner at:

Pacific Coast Group, Inc.
3291 N. Buffalo Dr.
Suite 8
Las Vegas, NV 89129
Attention: Lawrence W. Olson
Telephone: 702 256 8203
Telecopier: 702 256 7209

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If to the Guarantor at:

9. - **Waiver of Subrogation.** The Guarantor hereby waives, relinquishes and releases any rights or claims which he may now or hereafter have regarding contribution, subrogation, and/or reimbursement from or by Owner whether directly or indirectly, it being the intent that the Guarantor shall not, in any way, become a creditor of Owner by reason of payment of any sum pursuant to this Guaranty.

10. - **Payments.** The Guarantor shall make all payments hereunder to Owner in United States Dollars in the manner provided in the Agreement. Without limiting the generality of the foregoing, all payments under this Guaranty shall be made free and clear of, and without deduction or withholding for, taxes (and, if the Guarantor is deemed to have a permanent establishment for income tax purposes in another country or countries, such other country or countries taxes), and if the Guarantor is compelled by applicable law to make any such deduction or withholding, the Guarantor will pay additional amounts so that after any deduction or withholding the agreed amounts are received by the parties entitled thereto.

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The specification of United States dollars and payment of the Obligations at the designated place of payment is of the essence, and United States dollars shall be the currency of account in all events. The payment Obligations of the Guarantor under this Guaranty shall not be discharged by an amount paid in another currency or in another place, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on conversion to United States dollars and transfer of immediately available funds to the designated place of payment under normal banking procedures does not yield the amount of United States dollars due hereunder.

11. - **Governing Law, Venue, Jurisdiction and Service of Process.**

This Agreement has been executed and delivered in the country of the United States of America and shall in all respects be construed in accordance with and governed by the laws of the State of Nevada, (excluding Nevada conflict of law principles) applicable to contracts made and to be performed wholly within such state of the United States.

The Guarantor hereby irrevocably agrees that, to the extent that it or any of its assets has or hereafter may acquire any right of immunity, as against the Owner or its assignee or their respective successors and assigns, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States of America, or Brazil, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment or from attachment in aid of execution upon a judgment, it hereby expressly and irrevocably waives any such immunity. Guarantor irrevocably agrees that any legal suit, action or proceeding arising out of or relating to this Guaranty or the Agreement or any of the transactions contemplated hereby or thereby or any document referred to herein or therein, may be instituted in the State or Federal courts in the State of Nevada, and it hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may have now or hereafter to the laying of the venue or the jurisdiction or the convenience of the forum of any such legal suit, action or proceeding and irrevocably submits generally and unconditionally to the jurisdiction of any such court but only in any such suit, action

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or proceeding. Final judgment against the Guarantor or Owner in any suit shall be conclusive, and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness or liability of the Lessee or the Owner, as the case may be, therein described; provided always that the plaintiff may, at its option, bring suit or institute judicial proceeding against the Guarantor or the Owner, as the case may be, or any of its assets in the courts of any country or place where the Guarantor or the Lessor, as the case may be, or such assets may be found.

In any action or proceeding relating to this Guaranty or the Agreement, hereby irrevocably and unconditionally appoints, at Guarantor's expense, The Corporation Trust Company of Nevada (the "Guarantor Process Agent"), located at 6100 Neil Road, Suite 500, Reno, Nevada, as its agent to receive on behalf of Guarantor and its property, service of process by certified or registered mail, return receipt requested, at such Guarantor Process Agent's address, of copies of the summons and complaint and any other process which may be served in any action or proceeding in any Court or other proceedings, and, if for any reason such Guarantor Process Agent (or any successor Guarantor Process Agent) is unable to act as such, will promptly notify the Owner and will, within thirty days, appoint a successor Guarantor Process Agent in the City of Reno, Nevada (which successor Guarantor Process Agent shall accept such appointment in a writing reasonably satisfactory to Owner prior to the termination for any reason of the appointment of the predecessor Guarantor Process Agent). In any action or proceeding, Guarantor agrees that such service may be made on Guarantor by delivering, by certified or registered mail, return receipt requested, a copy of such process to Guarantor in care of the appointed Guarantor Process Agent at such Guarantor Process Agent's address. Guarantor hereby also irrevocably and unconditionally authorizes and directs such Guarantor Process Agent to accept such service on its behalf. Guarantor hereby unconditionally waives personal service of process and waives the right to a trial by jury in any action under this Guaranty.

Guarantor and Owner hereby elect the courts of the City of Sao Paulo, State of Sao Paulo, Brazil as the competent courts to decide any questions or disputes eventually arising under this Guaranty in case any of the parties chooses to bring judicial proceedings against the other under Brazilian territory.

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12. - **Miscellaneous.** If any term of its Guaranty or any application thereof shall be invalid or unenforceable, the remainder of its Guaranty and any other application of such term shall not be affected thereby. The Guarantor shall be obligated to make payment of amounts due as may be specified in a notice issued by Owner addressed to the Guarantor and such payment shall be made within three (3) Business Days thereafter without any demur or delay. Any amount so specified in a notice and signed by Owner shall be conclusive proof as between Guarantor and Owner of the same having become due and Guarantor waives all rights to question or dispute the amount. The Guarantor shall not assign or transfer any of its obligations hereunder without the written consent and approval of Owner. Owner may assign, transfer and convey its Guaranty without the consent of the Guarantor, whereupon such assignment, transfer or conveyance, such assignee or transferee shall have all the rights and benefits of Owner hereunder. The Guarantor acknowledges and consents to the assignment of its Guaranty to Owner's lender as security. The terms of its Guaranty shall not be waived, altered or modified, amended or terminated whatsoever except by written instrument signed by Owner and the Guarantor. This Guaranty shall be binding upon the Guarantor, Owner and their respective heirs, successors and assigns. This Guaranty shall continue in full force and effect and be binding upon the Guarantor and his heirs, successors and assigns, until payment in full and performance of all of the obligations of the Lessee guaranteed hereby.

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THE NEXT PAGE IS THE SIGNATURE PAGE

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IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the day first above written.

Guarantor

By: _____
Print name: _____
Title: _____

By: _____
Print name: _____
Title: _____

Witnesses:

By: _____

I.D.: _____

By: _____

I.D.: _____

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APPENDIX A DEFINITIONS

Operating Lease Agreement (Aircraft 22053)

The definitions stated herein shall apply equally to both the singular and plural forms of the terms defined.

"**Acceptable Alternate Engine**" means a Pratt & Whitney Model JT8D-15 engine or an engine of the same manufacturer of the same or a comparable or an improved model, the same or improved modification status, in each case of equivalent or greater value and utility and suitable for installation and use on the Airframe; provided that such engine shall be of same model and manufacturer as the other engine installed on the Airframe.

"**Acceptance Certificate**" means the acceptance certificate for the Aircraft, substantially in the form of Exhibit C to the Lease, signed by Lessee and Lessor on the Delivery Date.

"**Additional Insureds**" means each of the Indemnified Parties, together with each of their respective Affiliates, successors and permitted assigns and each of their respective officers, directors, agents and employees and "Additional Insured" means any of the foregoing.

"**Affiliate**" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, "control" when used with respect to any specified Person means the power generally to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Aircraft**" means the Airframe together with the three(3) Engines and any

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Spares, (which are any Spare Engine, Spare Parts and Tooling) as may be, by amendment or other supplement to this Lease, leased to Lessee under this Lease.

"**Aircraft Documents**" means, as applicable, the records, logs, data, manuals and documents listed in Attachment 4 to the Acceptance Certificate and those listed in Exhibit D to this Lease as required to be returned to Lessor by Lessee and as applied to Lessee's obligations during the Term, Lessor's right and ownership of the same and to the obligations of Lessee at return, such term shall also mean the documents referred to in Section 5(b) of the Lease, whether or not so stated.

"**Airframe**" means (i) the 1980 Boeing Model 727-243F aircraft bearing manufacturer's serial number 22053 (except Engines or engines from time to time installed thereon) leased under the Lease by Lessor to Lessee pursuant to the Initial Lease Supplement; and (ii) any and all Parts so long as the same shall be incorporated or installed in or attached to such airframe, or so long as title thereto shall remain vested in Lessor in accordance with the terms of the Lease after removal from the Airframe.

"**Airworthiness Directive**" means any airworthiness directive or any other mandatory or recommended regulation, directive or instruction, including mandated or recommended manufacturers' changes, notices and/or service bulletins or airworthiness directives, mandatory or recommended regulations, directives or instructions or changes in law or regulations, issued by the manufacturer, the Registration Authority, the FAA and those issued by any other governmental agency or authority asserting jurisdiction over the Aircraft or over its use, operation or maintenance which may from time to time be issued and which is otherwise required to be carried out on airframes or engines of the same type as the Airframe or Engines in order to meet the requirements of applicable law for the public transport of passengers and/or cargo.

"**Approved Maintenance Provider**" means either: (a) a United States FAA-approved and certificated repair and maintenance facility in good standing under the regulations of the United States FAA; (b) the Lessee, itself, or (c) a repair and maintenance facility approved, in advance, in writing, by Lessor from time to time during the Term.

"**Base Rate**" means in respect of any amount in Dollars where interest is to be

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calculated, the rate of interest applicable to such amount from time to time during the relevant calculation period which is the offered rate, if any, appearing on page 3750 of the Telerate screen which displays LIBO interest settlement rated for deposits in Dollars of one month's duration for determined at 11:00 am on the date which is two Business Days prior to the commencement of the period for which the calculation is made.

"**Basic Rent**" has the meaning set forth in Section 3(b) hereof.

"**Basic Rent Date**" shall mean the 22nd calendar day of each calendar month during the Term and including the date on which the Lessee shall return the Aircraft to Lessor pursuant to the terms of this Lease.

"**Brazil**" means the Federative Republic of Brazil.

"**Business Day**" means any day (other than a Saturday or Sunday) on which banking institutions in Las Vegas, Nevada and Sao Paulo, Brazil are authorized or required by law, regulation or executive order to be open for business.

"**C" Check**" means a "C" Check, as such term is defined in the Maintenance Program relating to the Aircraft.

"**Code**" means the United States Internal Revenue Code of 1986, as currently in effect or hereafter amended.

"**Cycle**" means one take-off and landing of the Aircraft.

"**D" Check**" means a "D" Check, as such term is defined in the Maintenance Program relating to the Aircraft

"**Default**" means any event or condition which, with the giving of notice, lapse of time or both, would become an Event of Default.

"**Delivery Date**" means the date the Aircraft is leased by Lessor to Lessee and accepted by Lessee under the Lease as evidenced by the Acceptance Certificate and the Initial Lease Supplement.

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"**Delivery Time**" means the time of delivery of the Aircraft and the Aircraft Documents from Lessor to Lessee on the Delivery Date, as set forth in the Initial Lease Supplement.

"**Dollars**" and "**U.S. Dollars**" and "**$**" and "**U.S. $**" each means the lawful currency of the United States of America.

"**Engine**" means (i) each of the three (3) Pratt & Whitney Model JT8D-15 engines listed by manufacturer's serial numbers in the Initial Lease Supplement and originally installed on the Airframe whether or not from time to time thereafter installed on such Airframe or installed on any other airframe or on any other aircraft; (ii) the Spare Engine, if any, (iii) any Acceptable Alternate Engine which may from time to time be substituted for an Engine leased under the terms of the Lease; and (iv) any and all Parts incorporated or installed in or attached to such Engine or any and all Parts removed from such Engine so long as title thereto shall remain vested in Lessor in accordance with the terms of Section 8 of the Lease after removal from the Engine (which Parts shall include, but not be limited to, engine accessories, control components specific to Pratt & Whitney Model JT8D-15 engines). Except as otherwise set forth in any Operative Document, at such time as an Acceptable Alternate Engine shall be so substituted, the replaced Engine shall cease to be an Engine. The term "Engines" also means, as of any date of determination, all Engines then leased under the Lease.

"**Equipment**" shall mean the Aircraft, the Airframe and any Engine and/or any Part.

"**Event of Default**" has the meaning set forth in Section 14 of the Lease.

"**Event of Loss**" with respect to the Aircraft, Airframe or any Engine means any of the following events with respect to such property: (i) the loss of such property or of the use thereof due to the destruction of or damage to such property which renders repair uneconomic or which renders such property permanently unfit for normal use for any reason whatsoever; (ii) any damage to such property which results in an insurance settlement with respect to such property on the basis of a total loss or a constructive or compromised total loss; (iii)(a) the theft, hijacking or disappearance of

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such property for a period in excess of 5 consecutive days or, if earlier, beyond the Lease Expiry Date or (b) the confiscation, condemnation or seizure of, or requisition of title to, or use of, such property by any governmental or purported governmental authority which shall have resulted in the loss of possession of such property or loss of title by Lessor, as the case may be, for a period in excess of 5 consecutive days or, if earlier, beyond the Lease Expiry Date; (iv) any "grounding" of the Aircraft, or inability to operate the Aircraft, for a period of 30 days or more or, if earlier, beyond the Lease Expiry Date, due to actions by any governmental body; or (v) the operation or location of the Aircraft in any area excluded from coverage by any insurance policy in effect with respect to such property. An Event of Loss with respect to the Aircraft shall be deemed to have occurred if an Event of Loss occurs with respect to the Airframe.

"**Expenses**" means any and all liabilities, obligations, losses, damages, penalties, claims (including, but not limited to, negligence, strict or absolute liability, liability in tort and liabilities arising out of violation of laws or regulatory requirements of any kind), actions, suits, out-of-pocket costs, expenses and disbursements (including reasonable legal fees and expenses and all costs and expenses relating to amendments, supplements, waivers and consents to and under the Operative Documents).

"**FAA**" means the United States Federal Aviation Administration and including all other agencies of the United States government having authority over the airworthiness, registration, operation and use standards for civil aircraft registered in the United States.

"**FAR**" means United Stated Federal Aviation Regulations.

"**Final Inspection**" has the meaning set forth in paragraph 13 of Exhibit E to the Lease.

"**Guarantor**" means each of Transportadora Sulista S.A., a company organized in Brazil, Alfredo Meister Neto, an individual person and citizen of Brazil, and Amadeu Bruning, an individual person and citizen of Brazil, each of whom/which shall execute and deliver a Guaranty.

"**Guaranty**" means the agreement of unconditional guaranty executed and

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delivered by each Guarantor, in the form of Exhibit G to the Lease.

"**Hour**" means each 60 minute period or portion thereof occurring during each Cycle.

"**Indemnified Parties**" means each of Lessor, Lessor's Lender, Stambaugh Aviation Incorporated, LAL Aircraft Leasing Projekt Nr. 6 GmbH, Lufthansa Cargo AG, Lufthansa Cargo India Ltd. and any of their respective Affiliates, successors, assigns, agents, servants, directors, officers and employees of each of the foregoing and "Indemnified Party" means any of the foregoing.

"**Initial Lease Supplement**" means Lease Supplement No. 1, substantially in the form of Exhibit A to the Lease, to be entered into between Lessor and Lessee on the Delivery Date for the purpose of leasing the Aircraft and the Aircraft Documents under and pursuant to the terms of the Lease.

"**Insurances**" shall have the meaning specified in Section 11(a) of the Lease and as further described in Exhibit F hereof.

"**Lease**" means the Operating Lease Agreement (Aircraft 22053) dated as of the date stated in the Lease Supplement as the date of the Lease Agreement between Lessor and Lessee, including all annexes, supplements and exhibits thereto, all as amended, modified or supplemented from time to time in accordance with the applicable provisions thereof.

"**Lease Expiry Date**" means the expiration date of this Lease, which shall be the day of the month corresponding to the sixtieth (60th) monthly anniversary of the Delivery Date immediately succeeding the Delivery Date. Such date shall be set forth in the Initial Lease Supplement.

"**Lease Supplement**" means the Initial Lease Supplement and any subsequent Lease Supplement entered into in accordance with the terms of the Lease.

"**Lessee**" means Total Linhas Aereas S.A., a corporation duly organized and existing under the laws of Brazil, and its successors and permitted assigns.

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"**Lessee Documents**" means the Lease, any Lease Supplement the Acceptance Certificate, and any other documents executed by Lessee in connection with the transactions contemplated by the Lease.

"**Lessor**" means Pacific Coast Group, Inc., a corporation duly organized and existing under the laws of the State of Nevada, U.S.A., together with its successors and assigns.

"**Lessor Documents**" means the Lease, any Lease Supplement and any other documents executed by Lessor in connection with the transactions contemplated by the Lease.

"**Lessor Liens**" means any Lien or disposition of title arising as a result of (i) claims against Lessor not related to the transactions contemplated by the Operative Documents, or (ii) any act or omission of Lessor which is not related to the transactions contemplated by the Operative Documents or constitutes a breach by Lessor of any of the terms of the Operative Documents.

"**Lessor's Lender**" means a banking or other financial institution from time to time identified by Lessor to Lessee be separate writing, in whose favor the Mortgage is granted by Lessor, including such other holder of a security interest in the Aircraft and/or assignee of this Lease (or any interest therein), which security interest and/or assignment was acquired in exchange for financing provided to Lessor to acquire the Aircraft or to refinance Lessor's acquisition of the Aircraft.

"**Lien**" means any mortgage, pledge, lien, charge, right of detention, right of set-off, encumbrance, lease, exercise of rights, or other security interest of any kind whatsoever and howsoever created (including, without limitation, any conditional sale or other title retention agreements) or claim.

"**Life-Limited Component**" means any Part (other than a complete Engine, complete landing gear, complete APU or complete Airframe) which has a useful life measured in accordance with the applicable manufacturer's guidelines and recommendations by hours, cycles or calendar time (whichever is the more limiting

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factor).

"**Maintenance Program**" means a maintenance program (and all amendments thereto) in respect to the Aircraft approved by the Registration Authority and the Lessor, in writing, which program will, in all material respects, incorporate a maintenance and inspection program for the Aircraft which is in compliance with the Aircraft manufacturer's maintenance and inspection program and SRM (structural repair manual), including, without limitation, a program encompassing scheduled maintenance of the Airframe, Engines and Parts, including, but not limited to, servicing, testing, preventive maintenance, condition monitored maintenance, repairs, structural inspections, system checks, overhauls, approved modifications, mandatory service bulletins, engineering orders, airworthiness directives, corrosion control (CPCP), inspections and treatments.

"**Manufacturer**" means Boeing, with respect to the Aircraft, as whole, and the respective manufacturers of the Engine, and all Parts.

"**Mortgage**" means any deed of mortgage or security agreement or any successor mortgage or security agreement covering the Aircraft between Lessor and Lessor's Lender.

"**Other Lease**" means the operating lease agreement entered into between Lessor as lessor and Lessee as lessee in respect of one Boeing 727-200 aircraft bearing manufacturer's serial number 22167.

"**Operative Documents**" means each of, the Lease, any Lease Supplement, the Acceptance Certificate, each Guaranty and any other documents, amendments or instruments executed in connection with the transactions contemplated by the Lease.

"**Overdue Rate**" means a rate per annum equal to 10% over the Base Rate, but in no event shall such Overdue Rate exceed such rate as permitted by applicable law.

"**Parts**" means all appliances, parts, instruments, avionics, appurtenances, accessories, furnishings and other equipment of whatever nature (other than complete Engines or engines) that at any time of determination are incorporated or installed in or

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attached to the Airframe or any Engine or the title to which remains vested in Lessor in accordance with Section 8 of the Lease. Except as otherwise set forth in any Operative Document, at such time as a replacement part shall be substituted for a Part, the Part so removed shall cease to be a Part hereunder.

"**Permitted Liens**" means any Lien of the type described in clauses (i) through (iv) of Section 6 of the Lease.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"**Registration Authority**" means the Brazilian Civil Aviation Department and the Brazilian Aeronautical Registry with authority over the registration, operation and use of civil aircraft registered in Brazil and such other Brazilian governmental authorities from time to time vested with the control and supervision of civil aviation activities and aviation law, or having jurisdiction over the registration, airworthiness, operation of or other matters relating to the Aircraft or civil aviation in Brazil.

"**Rent**" means, collectively, Basic Rent and Supplemental Rent.

"**Return Date**" means the date of return of the possession of the Aircraft, the Aircraft Documents and any other documents referenced in Section 5(b) of the Lease, from Lessee to Lessor at the end of the Term or upon Lessor taking possession thereof pursuant to Section 15 of the Lease, as such date may be adjusted pursuant to the terms of the Operative Documents.

"**Return Location**" has the meaning specified therefor in Section 5 of the Lease.

"**Security Deposit**" has the meaning specified therefor in Section 3 of the Lease.

"**Spare Engine**" shall mean that certain engine identified by serial number as may be delivered and leased to Lessee under separate amendment or supplement to this Lease.

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"**Spare Parts and Tooling**" shall mean those certain aircraft spare parts and tooling as may be delivered and leased to Lessee under separate amendment or supplement to this Lease.

"**Spares**" shall mean the Spare Engine and Spare Parts and Tooling, collectively.

"**Stipulated Loss Value**" means U.S. $7,000,000 throughout the Term.

"**Supplemental Rent**" means all amounts, liabilities, and obligations (other than Basic Rent) which Lessee agrees to pay under the Lease or under any other Operative Document to Lessor or others. The parties acknowledge that Supplemental Rent is a general category and, accordingly, agree that any provision of any Operative Document which calls for the payment of Supplemental Rent and also calls for the payment of specific items which are includable in Supplemental Rent is not to be interpreted as requiring any double payment.

"**Taxes**" means any and all fees (including, without limitation, license, documentation and registration fees), taxes (including, without limitation, income, gross receipts, sales, rental, use, turnover, value-added, property (tangible and intangible), excise, franchise, capital, doing business and stamp taxes), licenses, levies, imposts, duties, recording charges or fees, charges, assessments, or withholdings of any nature whatsoever, together with any assessments, penalties, fines, additions to tax and interest thereon (each, individually a "Tax").

"**Term**" has the meaning set forth in Section 3 of the Lease and shall mean the Base Term.

"**Transaction**" means all the transactions and activities referred to in or contemplated by the Lease.

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Aircraft MSN 22167

OPERATING LEASE AGREEMENT

(Aircraft 22167)

Dated as of November 14, 2000

Between

TOTAL LINHAS AEREAS S.A.
as Lessee

and

PACIFIC COAST GROUP, INC.
as Lessor

ONE BOEING MODEL 727-243F Aircraft

SERIAL NUMBER 22167

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OPERATING LEASE AGREEMENT

(Aircraft 22167)

This Operating Lease Agreement with no purchase option (this "Lease") dated as of November 14, 2000 is between Total Linhas Aereas S.A., a corporation duly organized under the laws of Brazil ("Lessee") with principal place of business at Avenida Senador Salgado Filho, No. 5397, Curitiba, Paraná, Brazil, and Pacific Coast Group, Inc., a corporation duly organized under the laws of the State of Nevada, U.S.A. (together with its successors and assigns, "Lessor") with its principal place of business at 3291 N. Buffalo Drive, Suite 8, Las Vegas, Nevada 89129.

W I T N E S E T H:

Section 1. - Definitions. Unless the context otherwise requires, all capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Appendix A hereto for all purposes of this Lease and shall be equally applicable to both the singular and the plural forms of the terms herein defined.

Section 2. - Notice of Delivery Date: Acceptance and Leasing of Aircraft; Conditions.

(a) **Notice of Delivery Date.** Lessor agrees to give Lessee at least three Business Days' prior written notice of the scheduled Delivery Date for the Aircraft, which scheduled Delivery Date shall be a Business Day not later than November 30, 2000.

(b) **Delivery, Acceptance and Leasing of the Aircraft**. Upon satisfaction of the conditions required to be satisfied on or prior to the Delivery Date, as set forth in Section 2(c) hereof, Lessor hereby agrees to lease to Lessee hereunder, and Lessee hereby agrees to lease on the Delivery Date from Lessor hereunder, the Aircraft and the Aircraft Documents as evidenced by the execution by Lessor and Lessee of the Initial Lease Supplement. Lessor shall deliver the Aircraft to Lessee under this Lease at ~~Brunswick, Georgia~~, USA and Lessee shall acknowledge its acceptance of such delivery by delivering the Initial Lease Supplement attached hereto as Exhibit A. The delivery of such Initial Lease Supplement shall irrevocably constitute acceptance by Lessee of the Aircraft and the Aircraft Documents

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for all purposes of this Lease, that the technical representatives of Lessee have appropriately inspected the Aircraft and the Aircraft Documents and that the Aircraft complies with all maintenance requirements and further provisions set forth in this Lease. In addition, at such time of delivery Lessee shall deliver the Acceptance Certificate attached hereto as Exhibit C signed by an authorized employee or employees of Lessee. After delivery, the Aircraft will be in every respect at the sole risk of Lessee, who will bear all risk of loss, theft, damage or destruction to the Aircraft from any cause whatsoever.

Lessee hereby undertakes not to operate the Aircraft until the Certificate of Registration and Nationality and the Certificate of Airworthiness mentioned in Section 2 (C) (xxx) are issued by the Brazilian Aeronautical Registry evidencing Lessor as owner and lessor and Lessee as operator of the Aircraft, all in form an substance acceptable to Lessor. Lessee further undertakes to indemnify and hold Lessor harmless from any liability or responsibility arising from or relating to the Aircraft, or the use or operation thereof, prior to the registration of this Lease with the Brazilian Aeronautical Registry.

Nevertheless, if Lessee obtains a Provisional Airworthiness and Registration Certificate issued by the Brazilian Civil Aviation Department in accordance with Section 2 (C) (xxv) below (which shall evidence Lessor as owner and lessor of the Aircraft and Lessee as operator thereof) before issuance of the definitive Certificate of Registration and Nationality and of the definitive Certificate of Airworthiness (collectively, the "Certificates"), Lessee will be entitled to operate the Aircraft for the period of validity of such Provisional Airworthiness and Registration Certificate regardless of the issuance of the definitive Certificates. Lessor will be entitled to treat the use or operation of the Aircraft before issuance of such Provisional Airworthiness and Registration Certificate as an Event of Default.

If the term of validity of such Provisional Airworthiness and Registration Certificate expires and is not renewed and the definitive Certificates are not obtained by the time of expiration of the term of validity of such Provisional Airworthiness and Registration Certificate, Lessee will be immediately obliged to ground the Aircraft and not use or operate the same until Lessee obtains the definitive Certificates from the Brazilian Aeronautical Registry; Lessor being entitled to treat such use or operation as an Event of Default.

(c) **Conditions Precedent to the Obligations of Lessor**. It is agreed that the obligation of Lessor to lease the Aircraft and the Aircraft Documents to Lessee is subject

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to, arrangement of long-term financing of the Aircraft by the Lessor upon such terms and conditions as the Lessor shall, in its sole discretion, deems satisfactory and the satisfaction on the Delivery Date of the conditions precedent set forth below (**provided, however**, if any of the following conditions specify a later date than the Delivery Date for compliance, compliance shall be effected on or prior to such later date):

(i) The following documents shall have been duly authorized, executed (in accordance with all required formalities as may be required in Brazil and the United States) and delivered by the respective party or parties thereto and shall be in full force and effect:

(A) this Lease;

(B) the Initial Lease Supplement (to be delivered on the Delivery Date);

(C) the Acceptance Certificate (to be delivered on the Delivery Date); and

(D) all of the agreements of Guaranty, duly executed by each Guarantor, along with a legal opinion from the country of residence of the Guarantor stating such matters as Lessor shall request.

(ii) Lessor shall have received the following, in each case in form and substance reasonably satisfactory to it:

(A) a copy of Lessee's Maintenance Program certified as being true and correct as of the Delivery Date by the Secretary of Lessee; and

(B) a copy of the up-dated bylaws, charter documents and a copy of the general authorizing resolutions of the board of directors (or executive committees) or other reasonably satisfactory evidence of authorization of Lessee and each Guarantor certified as of the Delivery Date by the Secretary of Lessee and each Guarantor, which authorize the execution, delivery and performance by Lessee and each Guarantor of all the Operative Documents to which each of them is a party, together with such other documents

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and evidence with respect to Lessee and each Guarantor as Lessor or its counsel may reasonably request in order to establish the consummation of the transactions contemplated hereby, the taking of all corporate proceedings in connection therewith and compliance with the conditions herein set forth.

(iii) All appropriate action required to have been taken prior to the Delivery Date by the Registration Authority and any governmental or political agency, subdivision or instrumentality of Brazil and in the United States in connection with the registration with the Registration Authority of the ownership of the Aircraft, this Lease, and the security interest of Lessor's Lender under the Mortgage (so that registration of the Aircraft, Lease and Mortgage in Brazil, as contemplated hereby, is completed contemporaneously with the delivery of the Aircraft hereunder) and all other of the transactions contemplated hereby, shall have been taken, and all orders, permits, licenses, waivers, authorizations, exemptions and approvals of such entities required to be in effect on the Delivery Date in connection with the transactions contemplated hereby shall have been issued, and all such orders, permits, licenses, waivers, authorizations, exemptions and approvals shall be in full force and effect on the date hereof and on the Delivery Date (no such orders, permits, licenses, waivers, authorizations, exemptions and approvals shall be issued on a temporary basis pending further review by the entity requiring such to be in effect and such orders, permits, licenses, waivers, authorizations, exemptions and approvals shall include positioning with the Registration Authority all prerequisites to obtaining registration of the Aircraft prior to delivery);

(iv) On the Delivery Date, (A) the representations and warranties of Lessee contained in Section 4(b) hereof shall be true and accurate as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties shall be true and accurate on and as of such earlier date), (B) no event shall have occurred and be continuing, or would result from the lease of the Aircraft, which constitutes (or would, with the passage of time or the giving of notice or both, constitute) an Event of Default hereunder, and (C) no event shall have occurred that might adversely affect the business or financial condition of Lessee from that existing on June 30, 2000 or the ability of Lessee to perform its obligations under the Operative Documents;

(v) Lessor shall have received (A) on or before the Delivery Date, such opinions addressed to Lessor, from its and the Lessor's Lender's counsel in the United

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States and Brazil with respect to registration of the Aircraft, the Lease and the Mortgage, enforcement of the Lease and the agreements of Guaranty, taxation, repossession and covering such other matters and being in a form as each shall require, in its sole respective discretion;

(vi) Lessor shall have received evidence on or before the Delivery Date that all payments due Lessor under this Lease and the agreements of Guaranty shall not require any exchange control or other approval from the government of Brazil and that Lessee shall be permitted to deliver all necessary returns and payments due to the tax authorities in Brazil, and to pay all taxes to be deducted from any payment under this Lease and each agreement of Guaranty, including, without limitation, any value added tax, sales, or any other applicable tax including, without limitation, on the Basic Rent (in which case, Lessee shall pay over to Lessor each month the amount necessary to pay such amounts directly to the taxation authorities in Brazil;

(vii) Lessor shall have received a certificate signed by the President or any Vice President of Lessee certifying as to the matters with respect to such party specified in clause (iv) above in a form satisfactory to Lessor;

(viii) Lessor shall have received an independent insurance broker's report, and certificates of insurance, in form and substance satisfactory to Lessor, as to the due compliance with the terms of Section 11 and Exhibit F hereof relating to insurance with respect to the Aircraft;

(ix) On the Delivery Date, no Event of Loss (or event which with the passage of time would become an Event of Loss) with respect to the Airframe or any Engine shall have occurred;

(x) On or prior to the Delivery Date, Lessor shall have received satisfactory evidence that all import, customs or similar duties in respect of the Aircraft have been discharged or the relevant exemption obtained, including, without limitation, obtaining an Import License from the Foreign Trade Secretariat authorizing importation of the Aircraft under the special regime of temporary admission ("regime especial de admissao temporaria");

(xi) Lessor shall have received the Security Deposit no later than four

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days prior to the Delivery Date;

(xii) No action or proceeding shall have been instituted nor shall governmental action be threatened before any United States, Brazil or other foreign court or governmental agency, nor shall any order, judgment or decree have been issued or proposed to be issued by any United States, Brazil or other foreign court or governmental agency at the time of the Delivery Date to set aside, restrain, enjoin or prevent the completion and consummation of this Lease or the transactions contemplated hereby and thereby;

(xiii) No change shall have occurred after the date of execution and delivery of this Lease in applicable law or regulations thereunder or interpretations thereof by appropriate regulatory authorities which, in the reasonable opinion of Lessor, would make it a violation of a law or regulations for Lessor to execute, deliver and perform its obligations hereunder or under any other Operative Document to which it is a party;

(xiv) All proceedings taken in connection with the transactions contemplated hereby and by the Operative Documents and all documents and papers relating hereto and thereto shall be reasonably satisfactory to Lessor and its counsel, and Lessor and its counsel shall have received copies of such documents and papers as Lessor or its counsel may reasonably request, in connection herewith and therewith or as a basis for such counsel's closing opinion, all in form and substance satisfactory to Lessor and its counsel.

(xv) Lessee shall have delivered to Lessor a Power of Attorney, irrevocable to the extent permitted by applicable law, in a form acceptable to Lessor, authorizing Lessor or such other person as Lessor may from time to time specify to do any thing or act or to give any consent or approval which may be required to export the Aircraft from the country of the Registration Authority and obtain deregistration of the Aircraft from the Registration Authority upon any termination of this Lease, executed before a Brazilian Notary Public and evidence of the registration of such power of attorney with the Registry of Title Documents;

(xvi) Lessee shall have delivered to Lessor a letter authorizing Lessor, from time to time, to make inquiry of air traffic control authorities in Brazil regarding the status of the account of Lessee and its payment in full of all due and payable fees owed thereto;

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(xvii) Lessee shall have delivered evidence reasonably satisfactory to Lessor that each agreement of Guaranty has been registered with the appropriate Public Registry of Titles and Documents;

(xviii) Lessee shall have delivered evidence reasonably satisfactory to Lessor that the Lessee and each Guarantor shall have appointed an agent for service of process in Nevada, at their respective expense, in accordance with this Lease and the agreements of Guaranty;

(xix) Lessee shall have delivered a report of all pending litigation as set forth in Section 4 below;

(xx) Lessee shall have delivered a certified copy of the approval of the transaction contemplated by this Lease issued by the Commission for Coordination of Civil Air Transport (COTAC) of Brazil;

(xxi) Lessee shall have delivered evidence that the applicable Brazilian Federal Revenue Authorities have authorized the valid admission of the Aircraft into Brazil under the special regime of temporary admission ("regime especial de admissao temporaria");

(xxii) Lessee shall have delivered certified true copies by a duly authorized officer of the Lessee of Lessee's air transport license, air operator's certificates and other licenses, certificates and permits required by the Registration Authority and by the laws of Brazil to operate the Aircraft for purposes envisaged by this Lease;

(xxiii) The Lessee shall have provided to Lessor with a certified copy of the Registry of Financial operations-ROF issued by the Central Bank of Brazil approving the financial terms and conditions of this Lease and expressly naming each Guarantor as guarantors under this Lease;

(xxiv) The Lessee shall have delivered to Lessor evidence of filing for registration of this Lease and the Mortgage, along with their certified Portuguese translations, with the Registration Authority (Brazilian Aeronautical Registry) and registration of this Lease with the appropriate Brazilian Public Registry of Titles and Documents;

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(xxv) On or before the Delivery Date, Lessee shall have delivered to Lessor a duly certified copy of the Provisional Airworthiness and Registration Certificate issued by the Registration Authority (A) specifying the Lessor as lessor and owner of the Aircraft, (B) noting the ownership rights of the Lessor and the rights and interests of the Lessor and Lessor's Lender, and (C) specifying the Lessee as lessee and operator of the Aircraft;

(xxvi) Upon entrance of the Aircraft within Brazilian territory, Lessee shall deliver to Lessor a duly certified copy of the customs clearance forms and documents issued by the Brazilian Federal Revenue Department ("Departamento da Receita Federal") and a copy of the Declaration of Importation evidencing that the Aircraft was legally admitted into Brazil under the special regime of temporary admission ("regime especial de admissao temporaria") and that Lessee has duly paid eventual import taxes owed under such special regime of temporary admission;

(xxvii) Within ten (10) days after the Delivery Date, Lessee shall deliver a duly certified copy of the Schedule of Payments issued by the Central Bank of Brazil in connection with the remittance to the Lessor in Dollars of all amounts payable under this Lease;

(xxviii) The Lessee shall have delivered within ten (10) days after the Delivery Date satisfactory evidence of the registration of the Certificate of Acceptance and Initial Lease Supplement (together with the certified translations thereof in Portuguese) with the Brazilian Registry of Titles and Documents and the Brazilian Aeronautical Registry;

(xxix) The Lessee shall have delivered to Lessor within ten (10) days after the Delivery Date, an official certified copy of the Import Certificate evidencing customs clearance of the Aircraft for the entire Term of the Lease.

(xxx) The Lessee shall deliver to Lessor within ten (10) days after the Delivery Date, a certified copy of the Certificate of Registration and Nationality, Certificate of Airworthiness and "Certificate" issued by the Brazilian Aeronautical Registry evidencing full and unconditional registration of this Lease and the Mortgage therewith.

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LESSEE SHALL COOPERATE WITH LESSOR AND ITS BRAZILIAN COUNSEL TO EXECUTE AND/OR DELIVER THE FOREGOING AT SUCH TIME AS SUCH MAY BE PRESCRIBED BY LESSOR'S BRAZILIAN COUNSEL AND LESSEE SHALL DELIVER SUCH ADDITIONAL DOCUMENTS AND INSTRUMENTS AS MAY BE NECESSARY TO PROPERLY CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS LEASE AND THE MORTGAGE OF THE LENDER.

The conditions specified in this Section 2(c) are inserted for the sole benefit of Lessor and may be waived or deferred in whole or in part and with or without conditions by Lessor. If any of such conditions due on or before the Delivery Date are outstanding on the Delivery Date and Lessor (in its absolute discretion) nonetheless agrees to deliver the Aircraft to Lessee, Lessee shall ensure that such outstanding conditions are fulfilled within such time period as Lessor shall reasonably select and Lessor shall be entitled to treat the failure of Lessee to perform such outstanding conditions within the selected time period as an Event of Default. Any condition not due on or before the Delivery

Date shall be met on the date stated above in such condition and Lessee's failure to comply with any such condition by such later date shall constitute an Event of Default hereunder.

Section 3. - Term and Rent, Security Deposit

(a) **Term.** The term of this Lease shall commence on the Delivery Date at the Delivery Time and end on the Lease Expiry Date at the Delivery Time (such period, the "Base Term"), unless earlier terminated pursuant to the provisions hereof. For purposes of this Lease, "Term" shall refer to and mean, the Base Term.

(b) **Basic Rent**. Lessee shall pay to Lessor basic rent ("Basic Rent") of US$125,000 per month, payable monthly, in arrears, commencing with the first Basic Rent Date occurring in the calendar month immediately succeeding the month in which the Delivery Date occurs (which first payment shall be an Basic Rent prorated (based on a thirty day month) on a daily basis for the period commencing with the Delivery Date through the first Basic Rent Date) and on each Basic Rent Date thereafter during the Term and including the date on which the Aircraft is returned to Lessor under this Lease, prorated for any partial month. Provided that there shall not have occurred any Default or Event of Default under this Lease, commencing on the Basic Rent Date falling in the 38th calendar month following the

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Delivery Date through the Lease Expiry Date, Basic Rent during such period shall be US$114,500.

(c) **Supplemental Rent**. Lessee shall pay (or cause to be paid) promptly to Lessor, or to whomsoever shall be entitled thereto, any and all Supplemental Rent constituting Stipulated Loss Value, Maintenance Reserves and all other amounts of Supplemental Rent as the same shall become due and owing, and in the event of any failure on the part of Lessee to pay any Supplemental Rent when due, Lessor shall have all rights, powers and remedies provided for herein or in any other Operative Document or by law or equity or otherwise in the case of nonpayment of Basic Rent. Lessee will also pay to Lessor, or to whomsoever shall be entitled thereto, as Supplemental Rent, (i) to the extent permitted by applicable law, interest at the Overdue Rate with respect to any payment of Basic Rent not paid on the date when due for any period for which the same shall be overdue and on any payment of Supplemental Rent not paid on the date when due for the period until the same shall be paid, plus (ii) an amount equal to 5% of the amount of any payment of Basic Rent not paid when due.

(d) **Payments in General**. All payments of Rent payable to Lessor shall be made without set-off directly by Lessee by wire transfer of immediately available funds on the date of payment in Dollars, to the following account of Lessor (or to such other account of Lessor as Lessor shall direct in a notice to Lessee at least five (5) Business Days prior to the date such payment of Rent is due):

Notwithstanding anything to the contrary contained herein, if any date on which a payment of Rent becomes due and payable is not a Business Day, then such payment shall be made on the next succeeding Business Day and no additional interest shall accrue on the amount of such payment, if such payment is made on such next succeeding Business Day.

(e) **Security Deposit and Guaranty**. On or prior to four days prior to the Delivery Date, Lessee shall make a cash payment to Lessor (or deliver to Lessor an irrevocable letter of credit from a bank and in a form, each of which are acceptable to Lessor, in its sole discretion) in an amount equal to Five Hundred Thousand United States dollars (U.S.$500,000)(such amount plus any other amount or letter of credit deposited with respect to the Spares, if any, the "Security Deposit") to serve as security for Lessee's full and faithful performance of all of its obligations under this Lease. If Lessee fails to pay Rent hereunder or to pay any other sums due or to perform any of the other terms and provisions of this Lease,

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or is otherwise in Default hereunder, in addition to all other rights Lessor shall have under the Nevada Uniform Commercial Code as a secured party, Lessor may draw upon, use, apply and retain all or any portion of the Security Deposit (including the letter of credit) in partial payment for sums due to Lessor by Lessee, to compensate Lessor for any sums it may in its discretion advance as a result of a Default by the Lessee, or to apply toward losses or expenses Lessor may suffer or incur as a result of Lessee's Default hereunder. If Lessor draws upon and uses or applies all or any portion of the Security Deposit, such application shall not be deemed a cure of any Default, and Lessee shall within five (5) Business Days after written demand therefor deposit with Lessor in cash an amount sufficient to restore the Security Deposit (including the letter of credit) to its original sum. So long as no Default or Event of Default under this Lease shall have occurred and be continuing at the end of the Term of this Lease, the Security Deposit, less any costs incurred by Lessor in connection with the termination of the Lease or return of the Aircraft, shall be returned to Lessee within 30 days after Lessee's return of the Aircraft in compliance with Section 5. Lessor's obligation to return the Security Deposit shall be considered an unsecured obligation of Lessor. Lessee shall under no circumstances be entitled to off-set any Rent against the Security Deposit. In addition, prior to the Delivery Date, Lessee shall deliver to Lessor the unconditional guarantee of all of Lessee's obligations under this Lease by each Guarantor, pursuant to delivery by each Guarantor of an agreement of Guaranty in the form of Exhibit G hereto.

(f) **Maintenance Reserves.** During the Term of this Lease, Lessee shall, on or before the 10th day of each calendar month, transmit to Lessor an officer's certificate in the form of Exhibit B attached hereto setting forth the actual number of Aircraft flight hours (defined for purposes of this Lease as being the time between takeoff and landing) during the immediately preceding month. At the same time Lessee delivers the certificate monthly, Lessee shall pay Lessor, as a maintenance reserve with respect to operation of the Aircraft in the immediately preceding month as follows: (i)US$20,000 per month with respect to the performance of Airframe "D" Checks and "C" Checks (allocated as US$7,500 per month to "D" Checks and US$12,500 per month to "C" Checks); (ii)US$90**[subject to change based on cycle to hour ratio] per Engine per Engine flight hour with respect to scheduled Engine shop visits; (iii) US$10 per Aircraft flight hour with respect to the performance of scheduled overhaul of the auxillary power unit ("APU"); and (iv) US$10 per Aircraft flight hour with respect to performance of scheduled overhaul of the landing gear.

Lessee shall wire transfer such funds into a bank account designated by Lessor, which

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account, and the funds therein, shall be subject to Lessor's sole and exclusive control (amounts so deposited, the "Maintenance Reserves" and the above-specified events to which they are applicable, "Maintenance Reserve Events"). Lessor need not segregate the monies deposited as Maintenance Reserves and may instead commingle such monies with its own funds.

During the Term of this Lease, in addition to all other maintenance obligations of Lessee under this Lease, Lessee shall be solely responsible to perform all maintenance, repair and servicing of the Aircraft, including, without limitation, the Maintenance Reserve Events, when required and when due, at its expense and, so long as there exists no Default or Event of Default under the Lease, Lessee shall be reimbursed from the allocated Maintenance Reserves previously paid in by Lessee as follows:

(i) After completion of a scheduled "C" Check or "D" Check, Lessee shall provide Lessor with third party invoices showing the work performed and copies of the applicable records or logbook, whereupon Lessor shall reimburse Lessee from the allocated Maintenance Reserves for such check only, an amount equal to the lesser of (i) the amount for such check previously paid by Lessee as Maintenance Reserves for such check, and (ii) the amount of the supported invoice.

(ii) After completion of a scheduled Engine shop visit, Lessee shall provide Lessor with third party invoices showing the work performed and copies of the Engine Logbook, whereupon Lessor shall reimburse Lessee from the allocated Maintenance Reserves for such Engine only, an amount equal to the lesser of (i) the amount for shop visits previously paid by Lessee as Maintenance Reserves for such Engine and task, and (ii) the amount of the supported invoice.

(iii) After completion of scheduled APU overhaul, Lessee shall provide Lessor with third party invoices showing the work performed and copies of the airframe logbook, whereupon Lessor shall reimburse the Lessee from the allocated Maintenance Reserves for such APU overhaul, an amount equal to the lesser of (i) the amount of Maintenance Reserves for such overhaul previously paid by Lessee as Maintenance Reserves for such task and (ii) the amount of the supported invoice.

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(iv) After completion of scheduled landing gear overhaul, Lessee shall provide Lessor with third party invoices showing the work performed and copies of the

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airframe logbook, whereupon Lessor shall reimburse the Lessee from the allocated Maintenance Reserves for such landing gear overhaul, an amount equal to the lesser of (i) the amount of Maintenance Reserves for such overhaul previously paid by Lessee as Maintenance Reserves for such task and (ii) the amount of the supported invoice.

Lessee shall give Lessor ten (10) Business Days (or such shorter period as is reasonably practicable in the case of unplanned and non-deferrable maintenance) prior written notice of any shop visit or scheduled event (Maintenance Reserve Event) which is covered by the Maintenance Reserves. Such notice shall disclose the scope of the proposed work, the name of the maintenance provider (which shall be an Approved Maintenance Provider) and the proposed cost of the maintenance work. All such work shall be subject to Lessor's approval and Lessor may disapprove of the proposed maintenance work based on the scope of work or cost. Lessor shall be entitled, at its expense, to have an employee or agent on site at the Approved Maintenance Provider's facility to monitor the work to be performed. Lessor shall also receive notice of completion of the approved maintenance work, which notice shall include an invoice from the Approved Maintenance Provider indicating the cost of the work completed, the scope of the work completed and a statement by the Approved Maintenance Provider that the work has been completed in accordance with Regulation Authority and FAA requirements. Lessor, at its option, may disburse applicable Maintenance Reserves to the Approved Maintenance Provider directly. All costs and expenses which (A) relate to unscheduled events, accident, abuse, misuse, warranty claims or insured events; or (B) exceed the allowed reimbursement from the Maintenance Reserves, shall be the responsibility of the Lessee in all instances.

Annually on the anniversary of the Delivery Date, the Maintenance Reserve rates shall be reviewed by Lessor and increased on notice to Lessee, on a going forward basis, if there is a change in the operating environment of the Aircraft, Lessee's hour-to-cycle ratio or there are increases in costs of events covered by the Maintenance Reserves.

It is the intent of the parties hereto that the Maintenance Reserves and the amounts deposited in the Maintenance Reserves shall be the sole and exclusive property of Lessor (the Maintenance Reserves being a usage rental charge). Accordingly, the Maintenance Reserves remaining at the end of the Term shall be retained by Lessor and Lessee shall have no right with respect thereto nor shall Lessee be entitled to an accounting thereof. If, notwithstanding the preceding sentences of this paragraph, a court of law disregards the intent of the parties

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hereto and determines the Maintenance Reserves are the property of Lessee, Lessee hereby grants Lessor a first priority security interest in the Maintenance Reserves and the amounts deposited as Maintenance Reserves to secure Lessee's obligations hereunder.

Upon the expiration or early termination of this Lease, Lessee shall immediately pay to Lessor that portion of the Maintenance Reserves that is applicable to the period commencing on the first day of the month in which such termination occurs and ending with the date the Aircraft is returned to Lessor in accordance with this Lease.

Section 4. - Representations, Warranties and Covenants.

(a) **Lessor's Representations, Warranties and Disclaimers.**

LESSOR LEASES AND LESSEE TAKES THE AIRCRAFT AND THE AIRCRAFT DOCUMENTS "AS-IS, WHERE-IS." LESSEE ACKNOWLEDGES AND AGREES THAT AS BETWEEN LESSOR AND LESSEE (A) THE AIRFRAME AND EACH ENGINE ARE OF A SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY AND ACCEPTABLE TO LESSEE, (B) LESSEE IS SATISFIED THAT THE AIRFRAME AND EACH ENGINE ARE SUITABLE FOR ITS PURPOSES, (C) LESSOR IS NOT A MANUFACTURER OR A DEALER IN PROPERTY OF SUCH KIND, AND (D) LESSOR HAS NOT MADE, NOR SHALL LESSOR BE DEEMED TO HAVE MADE, WHETHER BY VIRTUE OF HAVING LEASED THE AIRCRAFT AND THE AIRCRAFT DOCUMENTS UNDER THIS LEASE, OR HAVING ACQUIRED THE AIRCRAFT AND THE AIRCRAFT DOCUMENTS, OR HAVING DONE OR FAILED TO DO ANY ACT, OR HAVING ACQUIRED OR FAILED TO ACQUIRE ANY STATUS UNDER OR IN RELATION TO THIS LEASE OR OTHERWISE, AND LESSOR WILL BE DEEMED TO HAVE EXPRESSLY DISCLAIMED, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, AIRWORTHINESS, CONDITION, VALUE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE OF THE AIRCRAFT, THE AIRCRAFT DOCUMENTS OR ANY PART THEREOF, AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP WITH RESPECT TO THE AIRCRAFT OR ANY PART THEREOF, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY

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PATENT, TRADEMARK OR COPYRIGHT, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), WITH RESPECT TO THE AIRCRAFT, THE AIRCRAFT DOCUMENTS OR ANY PART THEREOF, except that Lessor represents and warrants that on the Delivery Date, Lessor has legal title to the Aircraft. Lessor assigns to Lessee such assignable rights as Lessor may have under any warranty, covenant, representation, service life policy, aircraft performance guarantee, indemnity or product support agreement with respect to the Aircraft made by the Manufacturer or any of its subcontractors or suppliers and any other claims against the Manufacturer or any such subcontractor or supplier with respect to the Aircraft; provided, however, that upon the occurrence of a Default or an Event of Default, Lessee shall, at Lessee's expense, be deemed to have reassigned all such rights and other claims to Lessor.

(b) **Lessee's Representations, Warranties and Covenants.** Lessee hereby represents and warrants to Lessor that:

(i) Lessee is a corporation duly organized and validly existing in good standing under the laws of Brazil and has the requisite power and authority, and all licenses, rights, permits, certificates, franchises and other privileges, necessary to carry on its business operations and to perform its obligations under this Lease and the other Lessee Documents; Lessee is duly qualified to do business as a foreign corporation in each jurisdiction in which its operations or the nature of its business requires;

(ii) The execution, delivery and performance by Lessee of this Lease and the other Lessee Documents have been duly authorized by all necessary corporate action on the part of Lessee and neither the execution and delivery hereof or thereof nor the consummation of the transactions contemplated hereby and by the other Lessee Documents nor compliance by Lessee with any, nor Lessee's performance of all, of the terms and provisions hereof or thereof will contravene or has contravened any judgment or order applicable to or binding on it or any applicable law or conflict with, result in any breach of, or constitute any default under, its corporate charter or by-laws or conflict with, result in the creation of a Lien under, or require the consent of any trustee or creditor pursuant to, any indenture, mortgage, chattel mortgage, deed of trust, conditional sales contract, lease, bank

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loan or credit agreement or other agreement or instrument to which Lessee is a party or by which it or its assets are bound, which in any such case would have a material adverse effect upon Lessee or its ability to perform its obligations hereunder;

(iii) Lessee has received and has complied with every necessary consent, approval, order, or authorization of, or registration with, and has given prior notice to, each government body having jurisdiction with respect to the execution and delivery of this Lease and the other Lessee Documents, and to perform any of the transactions and obligations contemplated hereby and thereby required to be obtained or given by it, where failure to do so would have an adverse effect upon Lessee or its ability to perform its obligations hereunder;

(iv) This Lease and the other Lessee Documents have been duly executed and delivered by Lessee, and, assuming the due authorization, execution and delivery thereof by the other parties thereto, and constitute or will constitute legal, valid and binding obligations of Lessee, enforceable against it in accordance with their respective terms;

(v) Except for the recordation of this Lease and the Initial Lease Supplement with the Registration Authority, no further filing or recording of this Lease, and no further action is necessary, under the laws of Brazil in order to fully protect and establish Lessor's interests in the Aircraft and this Lease as against Lessee or any third party;

(vi) There are no suits or legal proceedings (including any administrative proceeding) pending or threatened before any court or administrative agency against Lessee which, if adversely determined, would have a material adverse effect upon its financial condition or business or its ability to perform its obligations hereunder and Lessee has delivered to Lessor a true and correct report of all pending suits and legal proceedings affecting Lessee;

(vii) Lessee has not taken any corporate action nor have other steps been taken or legal proceedings been started or (to the best of Lessee's knowledge and belief) threatened against it for its winding-up, dissolution, administration or reorganization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues;

(viii) Lessee is not in breach of or in default under any agreement to

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which it is a party or which is binding on it or any of its assets to an extent or in a manner which would have a material adverse effect on its ability to perform its obligations under this Agreement and each other Lessee Document;

(ix) No Default or Event of Default has occurred and is continuing;

(x) The annual financial statements of Lessee dated December 31, 1999 (copies of which were provided Lessor) were prepared in accordance with generally accepted accounting principles applied on a consistent basis and give (in conjunction with the notes thereto) a true and fair view of the financial condition of the Lessee at the dates as of which they were prepared and the results of Lessee's operations during the financial year and quarter then ended;

(xi) Since June 30, 2000, there has been no material adverse change in the business or financial condition of Lessee; and

(xii) As of the Delivery Date, all Taxes for which Lessee is responsible and which are then due have been paid;

(xiii) As of the Delivery Date, Lessee is current and up-to-date with respect to, is not in default of, and has paid, all amounts due and owing to Eurocontrol (and any other governmental agency having jurisdiction) with respect to operation of its aircraft and there exists no basis with respect to which any claim can be made that Lessee is not in full and current compliance with regulations requiring timely payment of the same.

(c) **Covenants of Lessee.**

(i) **Maintenance of Corporate Existence.** Lessee will continue to operate as an air carrier holding a valid operating certificate and will preserve and maintain its corporate existence and its rights, certificates, privileges, licenses and franchises necessary to carry on its business operations and to perform its obligations hereunder and under the other Operative Documents in each applicable jurisdiction;

(ii) **Payment of Taxes.** Lessee will pay or cause to be paid all Taxes imposed upon it, or upon its income or profits, or upon any property belonging to it, on or

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prior to the due date thereof, including any extensions which have been duly obtained or granted; provided, however, that Lessee shall not be required to pay any such Taxes, the payment of which is being diligently contested in good faith and by appropriate proceedings so long as there is no reasonable possibility that either failure to pay such Taxes or such contest may result in any loss, sale, confiscation, forfeiture or seizure of the Aircraft, the Airframe or any Engine or any criminal or civil liability on the part of Lessor or any Person claiming by, through or on behalf of Lessor;

(iii) **Consolidation, Merger, Etc.** Lessee will not consolidate with or merge into any other corporation or convey, transfer or lease all or substantially all of its assets as an entirety to any Person without the consent of Lessor, whose consent shall not be unreasonably withheld.

(iv) **Permits and Licenses.** Lessee shall make or obtain, and maintain in full force and effect, each and every consent, license, certificate, approval, notice, registration, filing or other action with any government body lack of which would have an adverse effect upon the operation, performance or use of the Aircraft, the Airframe, any Engine, or any Part or the execution, delivery or performance of this Lease;

(v) **Compliance with Laws.** Lessee shall comply with all laws and regulations from time to time in force in Brazil and in any country to, from, in or over which the Aircraft is flown;

(vi) **Further Acts.** At its own expense from time to time, Lessee shall do and perform such other and further acts and execute and deliver any and all further instruments as may be required by law or reasonably requested by Lessor to establish, maintain and protect the rights and remedies of Lessor and to carry out and give effect to the intents and purposes of this Lease and the parties hereto;

(vii) **Notification of Event of Default.** Lessee shall notify Lessor immediately of the occurrence of any Default or Event of Default or of any occurrence which might adversely affect Lessee's ability to perform any of its obligations under this Lease;

(viii) **Maintain Certificates, Consents, etc.** Lessee shall obtain and maintain all necessary governmental and other certificates, consents, licenses, permits and

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authorizations and take all action which may be necessary or desirable for the continued due performance of Lessee's obligations under this Lease and for the use and operation of the Aircraft during the entire Term;

(ix) **Notification**. Lessee shall notify Lessor as soon as practicable after becoming aware of any loss, theft, damage or destruction of or to the Aircraft or any Part thereof,

(x) **Records**. Lessee shall keep accurate, complete and current records in English of all flights made by the Aircraft and all records required pursuant to Section 7(a)(1) hereof. Such records shall be kept in such manner as the Registration Authority may from time to time require and in such manner as required by the FAA pursuant to scheduled, commercial cargo carriage operations, complying with the recommendations of the Manufacturer and any other manufacturers and suppliers of any Part of the Aircraft and with ICAO standard practices. Lessee shall provide to Lessor or Lessor's technical advisor upon request complete updated copies of all such records and the Maintenance Program and Lessor and/or Lessor's technical advisor may, at Lessor's cost and expense, make copies or reproductions of any thereof at any time (including without limitation, on or prior to the end of the Term, for the purpose of transitioning the Aircraft to another operator's maintenance program at the end of the Term);

(xi) **Registration, Etc.** Prior to delivery, Lessee shall, at its own cost and expense, (a) cause the Aircraft to be registered in the name of Lessor with the Registration Authority and this Lease and the Mortgage covering the Aircraft to be duly recorded with the Registration Authority, (b) take any other actions as may be necessary or appropriate in order to establish and protect Lessor's rights under this Lease and in the Aircraft and Lessor's Lender under the Mortgage, as against Lessee and any third parties within Brazil and (c) provide Lessor with evidence satisfactory to it that such registration, recording and other actions have been duly accomplished.

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Section 5. - Return of the Aircraft.

(a) **Return of Aircraft, Condition Upon Return**. On the expiration or termination of this Lease by Lessor in the exercise of its remedies for default or breach by Lessee, Lessee will (at Lessee's sole expense) return the Aircraft, together with the Aircraft

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Documents, to Lessor at Las Vegas, Nevada or other reasonable location in the United States as directed by Lessor (any such location being herein called the "**Return Location**"). At the time of such return to the Return Location, the Aircraft shall be in compliance with Exhibit E hereto.

(b) **Manuals**. Upon the return of the Aircraft upon any termination of this Lease in accordance with paragraph (a) of this Section 5, Lessee shall deliver or cause to be delivered to Lessor all Aircraft Documents and any other logs, manuals, drawings and data and inspection, maintenance, modification and overhaul records required to be maintained during the Term (in each case, in English) with respect to the Aircraft by the Registration Authority and the FAA (as applied to operation under FAR Part 121). Lessee shall provide Lessor with a certificate of an officer of Lessee, dated the Return Date as to Lessee's compliance with the terms of this Section 5(b). In addition, Lessee shall reassign to Lessor, at the expense of Lessee, the benefit of any manufacturer's warranty which has been assigned to Lessee.

(c) **Cooperation**. During the Term, with reasonable notice, Lessee will cooperate, at Lessor's cost, in all reasonable respects with the efforts of Lessor to sell or lease the Aircraft, the Aircraft Documents and the documents referred to in Section 5(b), including, without limitation, permitting prospective purchasers or lessees to inspect the Aircraft, the Aircraft Documents, and the documents referred to in Section 5(b), all in accordance with Section 12 hereof. In addition, if Lessor requests at any time prior to or after the end of the Term (but in any event within 180 days after the end of the Term), Lessee will, at Lessor's expense, assist Lessor in transitioning the Aircraft to the next operator's maintenance program, provided that such assistance shall not unreasonably interfere with the business or operations of Lessee.

(d) **Extension of Term Due to Conditions upon Return**. Should the redelivery of the Aircraft, the Aircraft Documents and the documents referred to in Section 5(b) from Lessee to Lessor be delayed (which delay shall be deemed to have occurred until Lessee shall have complied with all of the return conditions set forth in this Section 5 and Exhibit E) beyond the date required by the terms of this Lease, all of Lessee's obligations under this Lease will remain in full force and effect including in respect of the payment of Rent (including Basic Rent which shall be payable daily at the daily rate of one-twentieth (1/20) of the monthly Basic Rent) and Maintenance Reserves hereunder.

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(e) **Non-Compliance**. To the extent that, at the time of the Final Inspection, the condition of the Aircraft, the Aircraft Documents or the documents referred to in Section 5(b) do not comply with this Section 5 and Exhibit E, Lessee will, at Lessor's option but at Lessee's sole cost:

(i) rectify any defect or non-compliance as promptly as practicable (and in any event within thirty (30) days) to Lessor's reasonable satisfaction; and, to the extent such defect or non-compliance extends beyond the expected Return Date, the Term will be automatically extended and this Lease will remain in full force and effect as provided in Section 5(d) above, until such defect or non-compliance has been rectified; or

(ii) redeliver the Aircraft, the Aircraft Documents and the documents referred to in Section 5(b) to Lessor and Lessor shall, at Lessee's sole expense, use reasonable efforts to rectify such defect or non-compliance to Lessor's reasonable satisfaction; and, to the extent such defect or non-compliance extends beyond the Return Date, the Term will be automatically extended and this Lease will remain in full force and effect as provided in Section 5(d) above, until such defect or noncompliance has been rectified.

(f) **Aircraft Documents**. Prior to the Return Date and upon Lessor's request, Lessee will provide Lessor or its representative or any prospective lessee or purchaser of the Aircraft, at Lessee's expense, a true, correct and complete copy of the Aircraft Documents and the documents referred to in Section 5(b), in order to facilitate the transition, integration and bridging of the Aircraft into any subsequent operator's fleet.

Section 6. - Liens. Lessee will not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to the Aircraft, title thereto or any interest therein or in this Lease, except (i) the respective rights of Lessor and Lessee as herein provided and any other rights existing pursuant to the Operative Documents, (ii) Lessor Liens, and (iii) materialmen's, mechanics', workmen's, repairmen's, employees' or other like Liens arising in the ordinary course of Lessee's business securing obligations that are not overdue for a period of more than 30 days so long as during such 30-day period there is not any material risk of the sale, forfeiture or loss of the Airframe or any Engine or any interest in any thereof Lessee will promptly, at its own expense, take (or cause to be taken) such actions as may be necessary duly to discharge any such Lien not excepted above if the same shall arise at any time.

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Section 7. - Registration, Maintenance and Operation: Possession, Insignia.

(a) (1) **Registration and Maintenance**. Lessee shall, at its sole cost and expense, except as otherwise explicitly set forth below, commencing on the Delivery Date and through the balance of the Term:

(A) Prior to delivery of the Aircraft to Lessee, Lessee shall cause the Aircraft to be duly registered in the name of Lessor with the Registration Authority and at all times thereafter cause the Aircraft to remain duly registered in the name of Lessor under, and subject to, the applicable laws of the Registration Authority (the responsibility (including the cost except as expressly provided for herein) of obtaining and maintaining such registration will be Lessee's, provided, however, that Lessor shall execute and deliver all such documents as Lessee may reasonably request for the purpose of effecting and continuing such registration);

(B) maintain, service, repair, and overhaul (or cause to be maintained, serviced, repaired, and overhauled) the Aircraft (including, without limitation, the Airframe, Engines, Parts and landing gear) (and any engine which is not an Engine but which is installed on the Aircraft:

(x) so as to keep the Aircraft in as good an operating condition as when delivered by Lessor to Lessee hereunder, ordinary wear and tear excepted, and so as to keep the Aircraft in such condition as may be necessary to keep and maintain the Aircraft in airworthy condition and the airworthiness certification in good standing at all times (other than when the Aircraft is undergoing maintenance by the Approved Maintenance Provider) with the Registration Authority,

(y) in compliance with (1) the Maintenance Program, which shall include a corrosion prevention and control program approved by Lessor and providing for the inspection of corrosion and the cleaning, repair and treatment thereof in accordance with the corrosion treatment and correction criteria provided by the manufacturer of each relevant item of Equipment, that is with respect to the Airframe, an overhaul program (approved by Lessor) and that provides for all inspection, servicing, overhaul and replacement of all Aircraft components required by the Manufacturer, the Registration Authority and the FAA, and (2) all applicable Airworthiness Directives requiring compliance or termination pursuant to Section 7(a)(3) hereof, and

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(z) in accordance with manufacturer's and industry standards and in substantially the same manner as Lessee maintains, services, repairs and overhauls similar aircraft and engines operated by Lessee in similar circumstances and without in any way discriminating against the Aircraft, whether by reason of the leased status thereof or otherwise, including, without limitation, in regard to the compliance or termination with Airworthiness Directives;

(C) not install replacement components with excessive wear or having an inferior modification status or exchange components on or in the Aircraft when the Aircraft is about to be returned to Lessor for other aircraft components in Lessee's possession for use on aircraft that will remain in Lessee's possession after such return to reduce or avoid future maintenance requirements on such aircraft;

(D) maintain, or cause to be maintained, in English, all Aircraft Documents and other records, logs and other materials required to be maintained in respect of the Aircraft by the Registration Authority or that are required to be returned with the Aircraft pursuant to Section 5(b) hereof (which Aircraft Documents, records, logs and other materials shall, as between Lessor and Lessee and all parties claiming through Lessee, be kept at Lessee's maintenance facilities in Sao Paulo, Brazil (or such other single location as Lessee may designate in writing to Lessor), but shall be the property of Lessor, to become the property of Lessee only upon the occurrence of an Event of Loss and Lessee's compliance with Section 10 hereof);

(E) permit Lessor to be present at all maintenance work, whether termed, a check, inspection, overhaul, or shop visit. In connection with any such maintenance, Lessor shall have the right (but not the obligation) to identify to Lessee any item which is not in compliance with the Maintenance Program and Lessee shall promptly cause such item to be brought into compliance with such Maintenance Program; and

(F) cause all maintenance, service, repairs and overhauls performed with respect to the Aircraft, Airframe, any Engine, or any Part of any thereof, to be performed by an Approved Maintenance Provider.

(2) **Operation and Use.** From and after the Delivery Date and for the

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balance of the Term:

(A) Lessee will not maintain, use, service, repair, overhaul or operate the Aircraft or any Aircraft Documents (i) in violation of the rules and regulations of the Registration Authority, the FAA or any other law or any rule, regulation, treaty, order or certificate of any government or governmental authority having jurisdiction over the Aircraft or the Aircraft Documents, or an owner or operator in respect thereof (including without limitation, any country to, from, in or over which the Aircraft is flown), (ii) in violation of any airworthiness certificate, license or registration relating to the Aircraft issued by any such authority or (iii) contrary to any recommendation of the manufacturer of the Airframe, the Engines, or any Part of any thereof.

(B) Lessee shall ensure that the crew and engineers employed by it in connection with the operation and maintenance of the Aircraft shall have such qualifications and hold such licenses as are required by applicable law.

(C) Lessee shall use the Aircraft solely in cargo configuration and solely in the carriage of cargo in accordance with applicable law and shall not use or permit the Aircraft to be used for passenger carriage or any purpose for which the Aircraft is not designed or reasonably suitable.

(D) Lessee shall not use the Aircraft for the carriage of (i) whole animals living or dead except in the cargo compartments according to I.A.T.A. regulations, and except domestic pet animals carried in a suitable container to prevent the escape of any liquid and to ensure the welfare of the animal; (ii) acids, toxic chemicals, other corrosive materials, explosives, nuclear fuels, wastes, or any nuclear assemblies or components, except as permitted for cargo aircraft under the "Restriction of Goods" schedule issued by I.A.T.A. from time to time and provided that all the requirements for packaging or otherwise contained therein are fulfilled; or (iii) any other goods, materials or items of cargo which could reasonably be expected to cause damage to the Aircraft and which would not be adequately covered by the insurance required by or obtained pursuant to the terms of this Lease.

(E) Lessee shall not utilize the Aircraft for purposes of training, qualifying or re-confirming the status of cockpit personnel other than such training, qualifying or re-confirming as is normal in the ordinary course of Lessee's operations.

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(F) Lessee will not cause or permit the Aircraft to proceed to, or remain at, any locations which are locations or countries that do not have normal diplomatic relations with the United States or which are the subject of a prohibition order (or any similar order or directive) by the government or other authority of Brazil or the United States or any governmental or other authority having jurisdiction over Lessee or the Aircraft or by the United Nations.

(G) Lessee will not do or permit to be done anything which may expose the Aircraft or any part thereof to penalty, forfeiture, seizure, arrest, impounding, detention, confiscation, taking in execution, attachment, appropriation or destruction nor abandon the Aircraft or any part thereof and, if any such security interest, penalty, forfeiture, seizure, arrest, impounding, detention, confiscation, taking in execution, attachment or appropriation shall occur, Lessee shall give Lessor immediate notice thereof and shall, procure the immediate release therefrom of the Aircraft or the relevant part thereof, as the case may be.

(H) Lessee will promptly pay all license and registration fees, charges and all Taxes of any nature (together with any penalties, fines or interest thereon) assessed or demanded by any government or any revenue authority, upon or with respect to the Aircraft or upon the ownership, delivery, leasing, possession, use, operation, return, or other disposition thereof and shall immediately provide Lessor, upon Lessor's request, with an itemized statement of all such fees, charges or taxes outstanding as applied as of the date of such request.

(I) Lessee will, on request, furnish to Lessor evidence satisfactory to Lessor that all charges incurred by Lessee with respect to the Aircraft, including without limitation all payments due to any air navigation control authorities have been paid and discharged in full.

(J) Lessee will not at any time (i) represent or hold out Lessor as carrying goods or passengers on the Aircraft or as being in any way connected or associated with any operation of carriage (whether for hire or reward or gratuitously) which may be undertaken by Lessee or (ii) pledge the credit of Lessor.

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(K) Lessee will obtain or procure the obtaining of all and any necessary certificates, licenses, permits and authorizations required for the use and operation of the

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Aircraft, and for the making of payments required by, and the compliance by Lessee with its other obligations under, this Lease and will maintain each thereof or procure that each thereof is maintained in full force and effect for so long as the same shall be required.

(L) Lessee will keep Lessor and, if required by the insurances required hereby, Lessee's insurers informed as to current serial numbers of the Engines and any engine temporarily installed on the Aircraft or an Engine, as the case may be, in accordance with the provisions hereof, and the location of any Engine for the time being not installed on the Aircraft or an Engine, as the case may be; and shall supply to Lessor monthly a summary (in the form of Exhibit B hereto) of such information and promptly furnish or cause to be furnished to Lessor all such information as Lessor may from time to time reasonably request regarding the Aircraft or any part thereof, its use, location and condition including, without limitation, the hours or cycles or calendar time, whichever is applicable, available on the Aircraft, any Engine, and any landing gear until the next check, inspection, overhaul or shop visit, as the case may be.

(M) Except as provided in Section 7(b) hereof, the Engines shall at all times remain duly installed on the Aircraft, as the case may be. In addition, and notwithstanding any provision herein to the contrary, Lessee may install (or cause to be installed) on the Aircraft any Acceptable Alternate Engine not owned by Lessor if any Engine is undergoing maintenance work as provided in Section 7(b) hereof, as promptly as practicable after the completion of such maintenance in respect of such Engine, Lessee shall reinstall (or shall cause the reinstallation of) such Engine on the Airframe. Any Engine replaced by an Acceptable Alternate Engine as aforesaid shall remain an Engine. In no event shall any Engine be installed on any aircraft except the Aircraft. Lessor agrees that neither it nor its successors or assigns will acquire or claim any right, title or interest in any Acceptable Alternate Engine not owned by Lessor installed on the Airframe as provided above.

(N) Lessee shall (1) not operate the Aircraft in (or permit it to be operated over) any location or jurisdiction where the insurance coverage carried by Lessee and required by this Lease is not in full force and effect at all times; (2) not operate the Aircraft in any location, jurisdiction or country that does not have full diplomatic relations with the United States; (3) not operate the Aircraft outside the country of Brazil; (4) not operate the Aircraft where such operation is not permitted by applicable law; (5) not operate the Aircraft (or allow the Aircraft to be on the ground), or suffer or permit any Person to operate the Aircraft (or

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allow the Aircraft to be on the ground), in or to any war zone, any area of actual or threatened hostilities or any area excluded from coverage by any insurance required to be maintained by the terms of Section 11 hereof.

(O) Lessee shall at all times comply with all requirements of all insurance policies required to be maintained by the terms of Section 11 hereof and not take any actions that would have the effect of voiding any such policy.

(3) **Airworthiness Directives**. Lessee shall comply with and terminate all Airworthiness Directives that have been issued before the Aircraft is returned to Lessor compliance with which is required prior to and within 180 days after the return of the Aircraft to Lessor. All Airworthiness Directives shall be accomplished in strict compliance with all issuing agencies' specific instructions. Lessee shall include within the Aircraft Documents and those to be returned to Lessor under Section 5(b) all documentation necessary to establish the source data, method of compliance, verification of accomplishment, quality assurance, and all schedules of recurring action of any Airworthiness Directive.

(b) **Possession**. Lessee will not sublease or otherwise in any manner deliver, transfer or relinquish possession of the Airframe or any Engine or install or permit any Engine to be installed on any airframe other than the Airframe or any engine other than an Engine; provided that, so long as no Default or Event of Default shall have occurred and be continuing at the time of such delivery, transfer or relinquishment of possession or installation, and so long as the action to be taken shall not deprive Lessor of its title or its interest to any of the Equipment, Lessee may deliver possession of the Airframe or any Engine to the manufacturer thereof or to any other Person for testing, service, repair, maintenance or overhaul work on the Airframe, Engine or any Part of any thereof or for alterations or modifications in or additions to such Airframe or Engine in each case to the extent required or permitted by the terms of this Lease (provided that the exception shall continue only so long as such testing, service, repair, maintenance, overhaul, alteration, modification or addition work is actively progressing).

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(c) **Insignia**. Lessee agrees to affix and maintain (or cause to be affixed and maintained) in the cockpit of the Airframe adjacent to the registration certificate therein and on each Engine a nameplate (no smaller than 5" x 7") bearing the inscription:

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"This [Aircraft]/[Engine] is owned by Pacific Coast Group, Inc."

(such nameplate to be replaced, if necessary, with a nameplate reflecting the name of any successor Lessor, as permitted under the Operative Documents).

Except as above provided, Lessee will not allow the name of any Person to be placed on the Airframe or any Engine as a designation that might be interpreted as a claim of ownership; provided that nothing herein contained shall prohibit Lessee (or a charterer of the Aircraft as permitted hereunder) from placing its customary colors and insignia on the Airframe or any Engine.

Section 8. - Replacement of Parts, Alterations, Modifications and Additions.

(a) **Replacement of Parts.** Lessee will promptly replace or cause to be replaced all Parts which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever, except as otherwise provided in Section 8(b) hereof. All replacement parts shall be owned by Lessee free and clear of all Liens, shall be interchangeable as to form, fit and function, shall be in at least the same mandatory and recommended service bulletin accomplishment status, shall be certified by qualified quality control officials of Lessee that such Parts shall not have been involved in any prior incidents, hard landings or lightning strikes, are not leased, are not "bogus" parts, are supported by records required by the FAA and shall be approved by the Registration Authority, and the FAA, shall have complete traceability, shall have been overhauled or repaired and inspected by an agent acceptable to the Registration Authority and the FAA and shall be in as good an operating condition as, and shall have a value and utility at least equal to, the Parts replaced, assuming such replaced Parts were in the condition and repair required to be maintained by the terms hereof and all historical records with respect to such Parts shall be retained. All Parts at any time removed from the Airframe or any Engine remain the property of Lessor and subject to this Lease, no matter where located, until such time as such Parts shall be replaced by parts which have been incorporated or installed in or attached to the Aircraft and which meet the requirements for replacement parts specified above. Immediately upon any replacement part becoming incorporated or installed in or attached to the Airframe or any Engine as provided above, without further act (i) title shall vest in and such replacement part shall become the property of Lessor and shall become subject to this Lease and be deemed a Part for all purposes hereof to

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the same extent as the Parts originally incorporated or installed in or attached to the Airframe or such Engine; (ii) the replaced Part shall no longer be the property of Lessor and shall no longer be deemed a Part hereunder; and (iii) title to the replaced Part shall thereupon vest in Lessee, free and clear of all rights of Lessor.

(b) **Alterations. Modifications and Additions**. Lessee will make (or cause to be made) such alterations and modifications in and additions to the Airframe and Engines as may be required to be made during the Term to meet the applicable standards of the Registration Authority, the FAA and any applicable regulatory agency or body of any other jurisdiction or that takes jurisdiction over the Aircraft, to reflect such (and any other permitted) modifications in the records and manuals maintained in respect of the Aircraft in accordance with all applicable laws and the Maintenance Program and to maintain at all times the standard certificate of airworthiness for the Aircraft. All Parts incorporated or installed in or attached or added to the Airframe, or an Engine as the result of such alteration, modification or addition shall, without further act, become subject to this Lease and become the property of, and title to such Parts shall vest in, Lessor. Lessee will not make any additions, alterations or modifications (including without limitation a change in configuration) of the Aircraft other than as expressly required by this paragraph (b) or as approved in writing by Lessor. Prior to commencing work on any such addition, alteration or modification, Lessee shall give Lessor at least thirty (30) Business Days notice of the same, which notice shall contain a detailed description of the addition, alteration or modification and the name of the proposed maintenance facility (which shall be acceptable to Lessor) that shall complete the work. Lessee shall comply with any reasonable request of Lessor in regard to the same, including a request by Lessor to change the scope of the work to be performed or to change the entity performing the work.

Section 9. - RESERVED.

Section 10. - Loss, Destruction, Requisition, etc.

(a) **Event of Loss with Respect-to the Aircraft.** Upon the occurrence of an Event of Loss with respect to the Airframe alone or the Airframe and the Engines (and/or engines then installed thereon), Lessee shall (1) forthwith (and in any event, within three (3) days after such occurrence) give Lessor written notice of such Event of Loss and (2) to the extent not previously paid to Lessor as insurance proceeds, pay or cause to be paid to Lessor

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(the date required for such payment being herein referred to as the "Loss Payment Date") within the earlier of (x) thirty (30) days after such occurrence and (y) immediately upon receipt of insurance proceeds in the manner specified in Section 3(d) hereof, the sum of(A) the Stipulated Loss Value of the Aircraft; plus (B) all Supplemental Rent then due and unpaid hereunder (which amounts shall be paid to the Persons entitled thereto); plus (C) interest on such Stipulated Loss Value, at the Overdue Rate, from the date of the Loss Payment Date until the date such Stipulated Loss Value is actually paid; provided that, Lessee shall also pay all Basic Rent as and when due and payable under the Lease through the Loss Payment Date.

At such time as Lessor shall have actually received the sum of the amounts specified in clauses (A), (B) and (C) above, (1) the obligation of Lessee to pay Basic Rent hereunder with respect to the Aircraft and the Aircraft Documents shall cease to accrue, (2) the Term for the Aircraft and the Aircraft Documents shall terminate, and (3) Lessor will transfer to or at the direction of Lessee, without recourse or warranty, all of Lessor's right, title and interest in and to the Airframe, the Aircraft Documents and the Engines "as-is, where-is" and furnish to or at the direction and cost of Lessee a bill of sale in form and substance reasonably satisfactory to Lessee, evidencing such transfer, and (4) Lessee will be subrogated to all claims of Lessor, if any, against third parties (other than in respect of any insurance policy independently maintained by the Lessor pursuant to Section 11 hereof) to the extent the same relate to physical damage to or loss of the Airframe and any Engines which were subject to such Event of Loss.

(b) **Event of Loss with Respect to an Engine (including the Spare Engine, if any)**. Upon the occurrence of an Event of Loss with respect to an Engine under circumstances in which there has not occurred an Event of Loss with respect to the Airframe, Lessee shall forthwith (and in any event, within three days after such occurrence) give Lessor written notice thereof and shall, within thirty (30) days after the occurrence of such Event of Loss (the "Replacement Period"), convey or cause to be conveyed to Lessor, as replacement for the Engine with respect to which such Event of Loss occurred, title to an Acceptable Alternate Engine, as the case may be, free and clear of all Liens, in as good an operating condition as, and having a value, utility and remaining useful life at least equal to the Engine with respect to which such Event of Loss occurred, assuming such Engine was of the value, utility and remaining useful lift and in the condition and repair required by the terms hereof immediately prior to the occurrence of such Event of Loss. Prior to or at the time of any such conveyance, Lessee, at its own expense, will (i) furnish Lessor with a warranty (as to title) bill

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of sale, in form and substance reasonably satisfactory to Lessor, with respect to such Acceptable Alternate Engine, (ii) cause a Lease Supplement relating thereto to be duly executed by Lessee and to be duly filed under the applicable laws, rules and regulations of the Registration Authority, (iii) and evidence of compliance with the insurance provisions of Section 11 hereof with respect to such Acceptable Alternate Engine as Lessor may reasonably request, (iv) furnish Lessor with such documents as Lessor shall request with respect to such Acceptable Alternate Engine, including, without limitation, all back to birth disk records, and (v) furnish Lessor with an opinion of counsel acceptable to Lessor and from counsel acceptable to Lessor to the effect that title to such Acceptable Alternate Engine has been duly conveyed to the Lessor free and clear of all Liens, and Lessor will transfer to or at the direction of Lessee without recourse or warranty (on an "as-is", "where-is" basis) all of Lessor's right, title and interest, if any, in and to (A) the Engine with respect to which such Event of Loss occurred and furnish to or at the direction of Lessee at Lessee's expense a bill of sale in form and substance reasonably satisfactory to Lessee, evidencing such transfer and (B) all claims, if any, against third parties (other than in respect of any insurance policy independently maintained by Lessor), for damage to or loss of the Engine subject to such Event of Loss, and such Engine shall thereupon cease to be an Engine leased hereunder. For all purposes hereof, each such Acceptable Alternate Engine shall, after such conveyance, be deemed part of the property leased hereunder, and shall be deemed an "Engine". No Event of Loss with respect to an Engine under the circumstances contemplated by the terms of this paragraph (b) shall result in any reduction in Basic Rent or any other amounts due from Lessee under any Operative Document.

(c) **Application of Payments from Governmental Authorities for Requisition of Title, Etc**. Any payments (other than insurance proceeds the application of which is provided for in Section 11) received at any time by Lessor or Lessee from any governmental authority or other Person with respect to an Event of Loss, will be applied as follows:

(i) if payments are received with respect to the Airframe (or the Airframe, any Engine or engines then installed thereon and the Aircraft Documents related thereto), after reimbursement of Lessor for its reasonable costs and expenses, so much of such payments remaining as shall not exceed the Stipulated Loss Value and the other amounts payable under Section 10(a) hereof required to be paid by Lessee pursuant to Section 10(a) hereof, shall be applied in reduction of Lessee's obligation to pay Stipulated Loss Value and

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the other amounts payable under Section 10(a) hereof, if not already paid by Lessee, or, if already paid by Lessee, shall be applied to reimburse Lessee for its payment of Stipulated Loss Value and such other amounts, and following the foregoing application, the balance, if any, of such payments shall be distributed to Lessor; and

(ii) if such payments are received with respect to an Engine under circumstances contemplated by Section 10(b) hereof, so much of such payments remaining after reimbursement of Lessor for its reasonable costs and expenses shall be paid over to, or retained by, Lessee, provided that Lessee shall have fully performed the terms of Section 10(b) with respect to the Event of Loss for which such payments are made.

(d) **Requisition for Use of the Aircraft by the Government of Registry.** In the event of the requisition for use of the Airframe and the Engines or engines installed thereon during the Term not constituting an Event of Loss, Lessee shall promptly notify Lessor of such requisition, and all of Lessee's rights and obligations under this Lease shall continue to the same extent as if such requisition had not occurred. All payments received by Lessor or Lessee for the use of such Airframe and Engines or engines shall be paid over to, or retained by, Lessee. No such requisition shall result in any reduction of Basic Rent or any other sum due from Lessee under any Operative Document and Lessee's obligations shall continue throughout the Term.

(e) **Application of Payments During Existence of Events of Default.** Any amount referred to in this Section 10 which is payable to or retainable by Lessee shall not be paid to or retained by Lessee if at the time of such payment or retention a Default or an Event of Default shall have occurred and be continuing, but shall be held by or paid over to Lessor as security for the obligations of Lessee under this Lease and applied against Lessee's obligations hereunder as and when due. At such time as there shall not be continuing any such Default or Event of Default, such amount shall be promptly paid to Lessee to the extent not previously applied in accordance with the preceding sentence.

Section 11. - Insurance.

(a) From the Delivery Date and at all times thereafter, Lessee shall be responsible for effecting and maintaining or causing to be effected and maintained, in full force and effect, insurances in respect of the Aircraft and Aircraft Documents in accordance

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with insurance customarily carried by airlines similarly situated to Lessee and of a type, in such amounts and covering such risks from time to time as specified in Exhibit F attached hereto and made part hereof, and procured through such brokers and maintained with such insurers and reinsurers as shall be acceptable to Lessor and Lessor's Lender (the "Insurances"), provided, however, if Lessor shall request Lessee to maintain Insurances in excess of the amounts specified in Exhibit F hereto, Lessee shall obtain such additional insurance as instructed by Lessor at Lessor's sole incremental cost and expense, provided, notwithstanding anything contained herein to the contrary, Lessor may also (so long as the same does not prejudice any insurance required to be maintained by Lessee pursuant to this Section 11) carry for its own account and at its sole cost and expense, insurance with respect to its interest in the Aircraft. The Insurances will be effected on a direct basis with insurers and reinsurers of recognized standing who normally participate in aviation insurances (such insurers to be led in any case by such reputable underwriter(s) as may be reasonably acceptable to Lessor).

(b) If at any time Lessor wishes to revoke its approval of any insurer, Lessor and/or its brokers shall consult with Lessee and Lessee's brokers (as for the time being approved by Lessor) regarding whether the same should be changed to protect the interests of the parties insured. If, following such consultation, Lessor reasonably considers that the same should be changed, Lessee shall then arrange or procure the arrangement of alternative insurers satisfactory to Lessor.

(c) As between Lessor and Lessee, it is agreed that all proceeds of insurance maintained in compliance herewith and received as the result of the occurrence of an Event of Loss will be applied as follows:

(x) if such payments are received with respect to the Airframe (or the Airframe, the Engines installed thereon), (i) so much of such payments remaining, after reimbursement of Lessor for its reasonable costs and expenses, as shall not exceed the Stipulated, Loss Value and the other amounts payable under Section 10(a) hereof required to be paid by Lessee pursuant to Section 10(a) hereof shall be applied in reduction of Lessee's obligation to pay such Stipulated Loss Value and the other amounts payable under Section 10(a) hereof, if not already paid by Lessee, or, if already paid by Lessee, shall be applied to reimburse Lessee for its payment of such Stipulated Loss Value and the other amounts payable under Section 10(a) hereof, and the balance, if any, of such payments remaining thereafter will be paid over to, or retained by, Lessee; and

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(v) if such payments are received with respect to an Engine under the circumstances contemplated by Section 10(b) hereof, so much of such payments remaining after reimbursement of Lessor for its reasonable costs and expenses shall be paid over to, or retained by, Lessee, provided that Lessee shall have fully performed the terms of Section 10(b) hereof with respect to the Event of Loss for which such payments are made.

(d) Lessee shall:

(1) ensure that the Additional Insureds shall be named as additional insureds on each of the Insurances covering the Aircraft and Lessor's Lender, if any, but if none, then Lessor, shall be named as "Loss Payee" under the insurances required by Sections (a), (b) and (c) of Exhibit F hereto.

(2) ensure that all legal requirements as to insurance of the Aircraft or any Part thereof which may from time to time be imposed by the laws of the government of registry or any state to, from or over which the Aircraft shall be flown, in so far as they affect or concern the operation of the Aircraft, are complied with and in particular those requirements for which compliance is necessary to ensure that (a) the Aircraft is not in danger of detention or forfeiture, (b) the Insurances remain valid and in full force and effect, and (c) the interests of the Indemnified Parties in the Insurances and the Aircraft or any Part thereof are not thereby prejudiced;

(3) not use, cause or permit the Aircraft to be used for any purpose or in any manner not covered by the Insurances or outside any geographical limit imposed by such Insurances or for any purpose or in any manner which is contrary to applicable law. Lessee shall comply, and procure compliance, with the terms and conditions of each and every policy of the Insurances and shall not do, consent suffer, or agree to any act or omission which invalidates or may invalidate or renders unenforceable or may render unenforceable the whole or any part of any such Insurances;

(4) ensure that at all times during the Term, all Insurances (which term shall include, for the purposes of this sentence, replacement policies) have a minimum remaining term of not less than ten (10) Business Days. Written confirmation of completion of renewal is to be delivered to Lessor at least ten (10) Business Days prior to the expiry date,

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Certificates of insurance, in the English language, detailing the coverage and confirming the insurers' agreement to the specified insurance requirements of this Lease and being in substantially the same form as the previously delivered certificate must be provided to Lessor at the same time;

(5) furnish, or cause to be furnished, to Lessor, on or before the Delivery Date and on each annual anniversary of the Delivery Date, a report, signed by an independent firm of insurance brokers reasonably acceptable to Lessor (the "Insurance Broker"), describing in reasonable detail the insurance and reinsurance then carried and maintained with respect to the Aircraft and stating the opinion of such firm that (a) all premiums in connection with such insurance then due have been paid, (b) such insurance complies with the terms hereof, and (c) such insurance provides coverages against risks that are customarily insured against by other operators similarly situated to Lessee and that such coverages are in substantially similar forms, are of such types and have limits within the range of limits as are customarily carried by other operators similarly situated to Lessee;

(6) cause the Insurance Broker to agree to promptly (and in any event within two (2) Business Days) advise each Additional Insured in writing of any default in the payment of any premium and of any other act or omission on the part of Lessee of which it has knowledge and which might invalidate or render unenforceable, in whole or in part, any insurance on the Aircraft or cause any of the Insurances to lapse;

(7) promptly notify each Additional Insured of any occurrence likely to give rise to a claim under the Insurances;

(8) not make or cause to be made any modification or alteration to the Insurances adverse to any of the Indemnified Parties, nor do or leave undone anything which may invalidate such insurance coverage;

(9) be responsible for any deductible/excluded loss under the Insurances;

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(10) provide and cause Lessee's insurance broker to provide any other insurance related information, or assistance, as Lessor may reasonably require; and

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(11) reimburse each Additional Insured for any premiums (together with interest thereon at the Overdue Rate from the date of payment until the date of reimbursement) paid by any of them pursuant to Section 11(f).

(e) Any amount referred to in this Section 11 which is payable to or retainable by Lessee shall not be paid to or retained by Lessee if at the time of such payment or retention a Default or an Event of Default shall have occurred and be continuing, but shall be held by or paid over to Lessor as security for the obligations of Lessee under this Lease and, if a Default or an Event of Default shall have occurred and be continuing, applied against Lessee's obligations hereunder as and when due. At such time as there shall not be continuing any such Default or Event of Default, such amount shall be paid to Lessee to the extent not previously applied in accordance with the preceding sentence.

(f) Each of the Additional Insureds shall be entitled, if at any time Lessee fails to maintain the Insurances in any respect to- pay the premiums due or to effect and maintain Insurances required hereunder to the extent such Additional Insured considers appropriate. Any sums so expended by it shall become immediately due and payable by Lessee together with interest thereon at the Overdue Rate, from the date of expenditure by such Additional Insured up to the date of reimbursement by Lessee. At any time while such failure is continuing, Lessor may require the Aircraft to remain at any airport or (as the case may be) to proceed to and remain at any airport designated by it until such failure is remedied at Lessee's cost and expense. No exercise by any such Additional Insured of said option shall affect any provision of this Lease, including the provision that failure by the Lessee to maintain the prescribed insurance shall constitute an Event of Default.

(g) Lessee may not self-insure in respect of any of the Insurances. Notwithstanding the foregoing, Lessee may maintain a deductible in respect of the Insurances required hereunder in an amount not to exceed $250,000 US for partial losses only; provided that such deductible is applicable on a fleet-wide basis and provided further that no such deductible shall be applicable in the amount of an insurance settlement based upon any total loss or constructive total loss.

Section 12. - Inspection. At any time, and from time to time, Lessor, or its authorized representatives, may inspect the Aircraft (subject to the proviso set forth at the end of the fifth sentence of this Section 12) and inspect and make copies of the Aircraft Documents and other

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books and records of Lessee referred to in Section 5(b) (at Lessor's expense). Any such inspection of the Aircraft shall include a visual, walk-around inspection of the interior and exterior of the Aircraft and the opening of any panels, bays or the like reasonably requested to be opened by Lessor (it being understood that it is inherently reasonable to inspect panels, bays and the like if the same are already opened or have been opened and are not sealed). Lessor shall have no duty to make any such inspection nor shall Lessor incur any liability or obligations by reason of not making any such inspection. Lessee will cooperate with Lessor's reasonable requests in connection with such inspection (including information as to where the Aircraft is, or will be, at any point in time, when panels, bays or the like will be open and the time, location and availability of personnel to assist in such inspection); provided that, so long as no Default or Event of Default shall have occurred and be continuing hereunder, Lessor shall give Lessee reasonable notice of the exercise of any inspection right and no exercise of any inspection right shall interfere with normal operation of the Aircraft by Lessee. If a Default or an Event of Default shall have occurred and be continuing, the cost of any such inspection shall be for the account of Lessee. Lessee shall have the right to be present during any heavy maintenance check or engine shop visit.

Section 13. - Assignment. (a) Except as otherwise provided herein or in any other Operative Document, Lessee will not, without the prior written consent of Lessor, assign any of its rights hereunder. Subject to the foregoing, the terms and provisions of this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns.

(b) Subject to the terms of this paragraph (b), Lessor may, at any time prior to or during the Term, (1) assign any or all of its rights by way of security or grant security interests over the Aircraft, the Aircraft Documents, the Engines, and/or any of the Parts and over its rights under this Lease and the Operative Documents to any Person (including any agent or trustee acting therefor) as security for Lessor's obligations to such Person (a "Secured Party") and/or (2) sell all or any of its interests in any of the foregoing to any Person (a "Transferee"). Lessee hereby agrees, at Lessor's cost and expense, to cooperate with Lessor in so assigning this Lease for security, including, without limitation, the execution and delivery of such consents, acknowledgments, estoppel agreements, documents and instruments as may be reasonably requested in connection therewith. Any assignment to a Transferee shall be subject to the condition that the Transferee enter into an agreement whereby the Transferee confirms that it shall be deemed a party to this Lease and agrees to be bound by all the terms of, and to

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undertake all of the obligations of, Lessor hereunder which have been assumed by the Transferee. Upon an assignment to a Transferee, Lessor shall be released from all obligations and liabilities under this Lease and the other Operative Documents to the extent such obligations and liabilities are assumed by such Transferee but Lessor shall retain all its rights, as herein set forth in Sections 16(b) and (c), to indemnification, notwithstanding such assignment. Any Secured Party or Transferee shall be included as an Indemnified Party and an Additional Insured hereunder. The agreements, covenants, obligations and liabilities contained herein including, but not limited to, all obligations to pay Rent and indemnify each Indemnified Party are made for the benefit of each Secured Party and Transferee and each other Indemnified Party and their respective successors and assigns, notwithstanding that any such Person was not originally a party to this Lease or may, at the time such enforcement is sought, not be a party to this Lease.

Without limiting the foregoing, Lessor's fixed or contingent rights to receive payments hereunder or other proceeds hereof are also freely assignable and transferable by Lessor, in whole or in part, without restriction of any kind whatsoever.

Lessee shall comply with all reasonable requests of Lessor, its successors and assigns, in respect of any transfer referred to herein, including, without limitation, the issuance of additional certificates of insurance.

Section 14. - Events of Default. Each of the following events shall constitute an Event of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) Lessee shall not have made a payment of Basic Rent or Maintenance Reserves after the same shall have become due and such failure shall continue for three (3) Business Days beyond such due date; or

(b) Lessee shall have failed to make a payment of Supplemental Rent (other than Stipulated Loss Value and Maintenance Reserves) after the same shall have become due and such failure shall continue for five (5) Business Days beyond such due date; or

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(c) Lessee shall fail to carry and maintain on or with respect to the Aircraft (or cause to be carried and maintained) any insurance required to be maintained in accordance with the provisions of Section 11 hereof (including without limitation the requirement contained in Section 11 that all insurance policies shall at all times have a minimum remaining term of at least ten (10) Business Days); or

(d) Lessee shall have failed to perform or observe any other covenant or agreement to be performed or observed by it under any Operative Document (other than those relating to matters covered by subparagraphs (a), (b) and (c) above and subparagraph (h) and (k) below); provided, however, such failure shall not constitute an Event of Default hereunder unless such failure shall have continued in excess of five (5) Business Days after notice from Lessor to Lessee specifying the default and requiring that the same be remedied; or

(e) any representation or warranty made by Lessee herein, in any other Operative Document or in any certificate delivered in connection herewith or therewith shall prove to have been incorrect in any material respect at the time made; or

(f) the commencement of an involuntary case or other proceeding in respect of Lessee or a Guarantor under bankruptcy laws of any country, or any other applicable bankruptcy, insolvency or other similar law in any relevant country or seeking the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Lessee or Guarantor or for all or substantially all of its or his respective property, or seeking the winding-up or liquidation of its or his affairs (including, without limitation, any intervention ("intervencao" under Brazilian law) and the continuation of any such case or other proceeding undismissed or unstayed for a period of thirty (30) consecutive days or an order for relief or any other order, judgment or decree shall be entered in any proceeding by any court of competent jurisdiction appointing, without the consent of Lessee or Guarantor, of a receiver, trustee or liquidator of Lessee or Guarantor, or for all or substantially all of its property, or sequestering of all or substantially all of the property of Lessee or Guarantor and any such order, judgment or decree or appointment or sequestration shall be final or shall remain in force undismissed, unstayed or unvacated for a period of thirty (30) consecutive days after the date of entry thereof, or

(g) the commencement by Lessee or a Guarantor of a voluntary case under

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the bankruptcy laws of any relevant country, or any other applicable bankruptcy, insolvency or other similar law, or the consent by Lessee or a Guarantor to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Lessee or a Guarantor or for all or substantially all of its/his property, or the making by Lessee or a Guarantor of any assignment for the benefit of creditors or Lessee shall take any corporate action or a Guarantor shall take any action, to authorize any of the foregoing; or

(h) Lessee shall fail to comply with its agreements contained in Section 16(a)(ii) hereof within five (5) Business Days of receiving written notice of such noncompliance from Lessor; or

(i) an event of default shall have occurred under any agreement wherein Lessee is a debtor or a lessee with respect to aircraft or aircraft engines; or a judgment or judgments for the payment of money shall be rendered against Lessee and such judgment shall not be effectively stayed; or Lessee shall fail to pay (after expiration of any grace or cure period) any portion of any material indebtedness or other obligation of Lessee, or there shall occur a declaration of default, an acceleration or any exercise of remedies with respect to any obligation or liability of Lessee; or

(j) Notwithstanding anything to the contrary contained in this Section 14, any failure of Lessee to perform or observe any covenant, condition, agreement or any error in a representation or warranty shall not constitute an Event of Default under this Section 14 if such failure or error is caused solely by reason of any event that constitutes an Event of Loss, so long as Lessee is continuing to comply with all of the terms of Section 10 hereof; or

(k) an individual Guarantor shall become deceased or a Guarantor shall dispose or transfer all or substantially all of its/his assets in one or a series of transactions;

(l) there shall occur an Event of Default under (and as defined under) any other agreement or lease with respect to aircraft, spare engine(s), spare parts or tooling between Lessor (and/or any of its affiliates) and Lessee (and/or any of its affiliates or guarantors), including, without limitation, the Other Lease.

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Section 15. - Remedies. Upon the occurrence of any Event of Default and at any

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time thereafter, Lessor may do one or more of the following, as Lessor, in its sole discretion shall elect:

(a) pursuant to Brazilian law, by written extra-judicial notice to Lessee and with immediate effect, terminate this Lease "de pleno direito" in accordance with article 119 of the Brazilian Civil Code (but without prejudice to the continuing obligations of Lessee and Guarantors under this Lease and the agreements of Guaranty) without requirement of any request for, or obtaining, judicial decision ("interpelacao") or declaration of termination. The intent of the parties is that this paragraph constitutes and shall be interpreted as an express determinative clause not subject to dispute (or a "clausula resultoria expressa" as that term is know in Brazil); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Lese and/or the agreements of Guaranty or to recover damages for the breach of this Lease; and/or

(c) either:

(i) notwithstanding that Lessee's obligations are continuing under this Lease, take possession of the Aircraft, for which purpose Lessor may enter any premises belonging to or in the occupation of or under the control of Lessee where the Aircraft may be located, or cause the Aircraft to be redelivered to Lessor at the Return Location (or such other location as Lessor may require), and Lessor is hereby irrevocably, by way of security for Lessee's obligations under this Lease, appointed attorney for Lessee in causing the redelivery or in directing the pilots of Lessee or other pilots to fly the Aircraft to that airport designated by Lessor and will have all the powers and authorizations necessary for taking that action; or

(ii) by serving extra-judicial notice, require Lessee to return the Aircraft and the Aircraft Documents to Lessor at such location as Lessor may require and in the manner and condition required by, and otherwise in accordance with all the provisions of, Section 5 and Exhibit E of this Lease as is such Aircraft was being returned at the end of the Term. In case, for any reason whatsoever, Lessee fails to return the Aircraft pursuant to this Section 15 (c) (ii), Lessee will be deemed to be in wrongful possession of the Aircraft ("esbulho possessorio"), which shall entitled Lessor to seek and obtain a judicial injunction for immediate repossession of the Aircraft in accordance with article 928 of the Brazilian Civil

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Code of Procedure. If any engine installed in the Aircraft at the time of repossession under this Section is not an Engine as a result of undergoing maintenance services pursuant to Section 7 above, Lessor shall return such engine to Lessee after repossession has occurred and as soon as Lessee makes available to Lessor the Engine which was replaced by such engine; and/or

(d) do anything that may be required to cure the Event of Default and recover from Lessee and/or any Guarantor costs incurred in doing so;

(e) sell the Aircraft, the Aircraft Documents and the documents referenced in Section 5(b) hereof at public or private sale, as Lessor may determine, or otherwise dispose of, hold, use, operate, lease to others or keep idle the Aircraft, the Aircraft Documents and the documents referenced in Section 5(b) hereof as Lessor, in its sole discretion, may determine, all free and clear of any rights of Lessee, except as hereinafter set forth in this Section 15. Lessor may take all steps necessary to effect deregistration of the Aircraft with the Brazilian Aeronautical Registry and its exportation from Brazil upon early termination of this Lease. Lessee hereby irrevocably and by way of security for its obligations under this Lease appoints Lessor as its attorney to execute and deliver any documentation and to do any act or thing required in connection with the foregoing;

(f) Lessor may exercise such rights and remedies specified herein or as are available under applicable law in respect of the Security Deposit and other monies securing Lessee's obligations hereunder or any other rights and remedies permitted by applicable law or in equity.

In addition to the foregoing, Lessee shall be liable, except as otherwise provided above, without duplication of amounts payable hereunder, for any and all unpaid Rent due hereunder before, during or after the exercise of any of the foregoing remedies and for all reasonable and actual legal fees and other costs and expenses incurred by Lessor in connection with the exercise of Lessor's remedies hereunder, including the return of the Aircraft, the Aircraft Documents and the documents referenced in Section 5(b) in accordance with the terms of Section 5 and Exhibit E hereof or in placing the Aircraft in the condition and with airworthiness certification as required by such Section.

Except as otherwise expressly provided above, no remedy referred to in this Section 15

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is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity; and the exercise or beginning of exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all of such other remedies. No waiver by Lessor of any Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default. To the extent permitted by applicable law, Lessee hereby waives any and all rights to notice and judicial hearing with respect to the repossession of the Aircraft the Airframe, the Aircraft Documents, the documents referenced in Section 5(b), or any Engine by Lessor upon the occurrence of an Event of Default and agrees that, except as may be required by law, Lessor shall not be required to sell or lease the Aircraft, the Airframe, the Aircraft Documents, the documents referenced in Section 5(b), or any Engine in order to reduce, offset or mitigate the damages for which Lessee is liable hereunder.

If upon the expiration of the Term of this Lease, Lessor owes Lessee money and has not paid such money due to the existence of a Default or Event of Default, Lessor shall pay such amount to Lessee immediately upon the cure of the same unless such amount has previously been applied against any Expenses incurred by Lessor as a result of such Default or Event of Default.

Section 16. - Further Assurances; Tax Indemnity; General Indemnity; Etc.

(a) **Further Assurances**. (i) Forthwith upon the execution and delivery of each Lease Supplement from time to time required by the terms hereof and upon the execution and delivery of any amendment to this Lease, Lessee at its expense (except as otherwise provided in the Operative Documents) will cause such Lease Supplement (and, in the case of the Initial Lease Supplement and this Lease) or amendment to be duly filed and recorded, and maintained of record, with the Registration Authority. In addition, Lessee, at its expense, will promptly and duly execute and deliver to Lessor such further documents and take such further action as Lessor may from time to time reasonably request in order more effectively to carry out the intent and purpose of this Lease and to establish and maintain the rights and remedies created or intended to be created in favor of Lessor hereunder including, without limitation, if requested by Lessor, at the expense of Lessee, the execution and delivery of supplements or amendments hereto, in accordance with the laws of such jurisdictions as Lessor may from time to time reasonably request.

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(ii) Lessee will furnish to Lessor during the Term:

(1) **Interim Statements.** As soon as practicable after the end of each interim fiscal period in each fiscal year of Lessee, and in any event within 60 days thereafter, duplicate copies of

(x) a consolidating balance sheet of Lessee as at the end of such interim period setting forth in comparative form the amount for the end of the corresponding period of the preceding fiscal year,

(y) consolidating statements of income and retained earnings of Lessee for such interim period, and

(z) consolidating statements of cash flow of Lessee for the portion of the fiscal year ending with such interim period;

in each case prepared in accordance with consistently applied and certified by the Chief Financial Officer of Lessee as having been prepared in accordance with generally accepted international accounting standards consistently applied; and

(2) **Annual Statements.** As soon as practicable after the end of each fiscal year of Lessee, and in any event within 90 days thereafter (and express in US$ and in English within 135 days thereafter), duplicate copies of:

(x) a consolidating balance sheet of Lessee as at the end of such year, and

(y) consolidating statements of income and retained earnings and of cash flow of Lessee for such year, prepared in accordance with generally accepted international accounting standards setting forth in each case in comparative form the figures for the previous fiscal year and accompanied by an unqualified auditor's report of a firm of independent certified public accountants of recognized standing and acceptable to Lessor that such balance sheet and consolidated statements have been prepared in accordance with generally accepted international accounting standards consistently applied; and

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(3) **Notice of Default or Claimed Default**. Immediately upon an officer of Lessee becoming aware of the existence of a Default or an Event of Default, a written notice specifying the nature of the Default or Event of Default and what action Lessee is taking or proposes to take with respect thereto; and

(4) **Annual Certificate**. On or before each annual anniversary of the Delivery Date, Lessee will deliver to Lessor a certificate of Lessee, signed by the President, a Vice President, the Chief Financial Officer or the principal accounting officer of Lessee to the effect that the signer is familiar with or has reviewed the relevant terms of each of the Lessee Documents and the signer does not have knowledge of the existence, as of the date of such certificate, of any condition or event which constitutes a Default or an Event of Default; and

(5) **Other Financial Information**. Upon any written request of Lessor, Lessee shall promptly provide Lessor with such other financial statements and accounting data relating to it as Lessor may request from time to time.

(b) **General Tax Indemnity.**

(i) **Indemnity.**_Except as provided in Section 16(b)(ii) below, Lessee shall pay, and on written demand shall indemnify and hold harmless each Indemnified Party from and against, any and all Taxes imposed against, including by way of withholding, any Indemnified Party, Lessee or any Affiliate, the Aircraft, the Airframe, any Engine or any Part thereof or interest therein by the Federal, state or local government of the country of Brazil or other taxing authority in Brazil or by any other foreign government or any international taxing authority or any political subdivision or taxing authority of any of the foregoing upon or with respect to (A) the construction, acceptance, rejection, delivery, non-delivery, transport, ownership, control, registration, reregistration, deregistration, assembly, insuring, possession, repossession, operation, location, landing, departure, use, condition, maintenance, repair, sale, return, abandonment, preparation, installation, storage, redelivery, manufacture, leasing, subleasing, modification, rebuilding, importation, exportation, transfer of title or other application or disposition of, or the imposition of any Lien on, the Aircraft, the Airframe, any Engine or Part of any thereof or interest therein (or the incurrence of any liability to refund or pay over any interest as the result of any such Lien), (B) any amount paid or payable pursuant to or in connection with this Lease and any amendments, supplements or modifications thereto which have been approved by Lessee, (C) otherwise with respect to the

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Transaction or (D) the Aircraft, the Airframe, the Engines, the Parts or any part thereof. If Lessee is compelled by law to make any payment hereunder subject to any Income Tax or other deduction or withholding and the receiving party does not actually receive for its own benefit on the due date a net amount equal to the full amount provided for under this Lease, Lessee will:

(w) ensure that the deduction or withholding does not exceed the minimum legally required;

(x) forthwith pay to Lessor such additional amount as shall result in the net amount received by lessor being equal to the amount which would have been received by Lessor had such a deduction or withholding not been made;

(y) pay to the relevant taxation or other authorities within the period for payment permitted by applicable law the full amount of the deduction or withholding; and

(z) upon request by Lessor, furnish to Lessor evidence of the payment in full of the full amount of the deduction or withholding to the relevant taxation or other authorities and, as soon as practical after the issue of such receipt, an official receipt of the relevant taxation or other authorities for all amounts so deducted or withheld.

(iii) Exclusions from General Tax Indemnity. The provisions of Section 16(b)(i) shall not apply to Income Taxes (as defined in Section 16(b)(vii)) imposed on an Indemnified Party by the United States Federal government; provided, however, the provisions of this Section 16(b)(ii) shall not apply to any Taxes imposed by any Federal, state or local government or other taxing authority in the United States or Brazil or any other foreign government or subdivision thereof or any international authority or any political subdivision or taxing authority of any of the foregoing in respect of the receipt or accrual of any indemnity payment pursuant to this Section 16(b) or Section 16(c).

(iv) **Calculation of General Tax Indemnity Payments**. Any payment which Lessee is required to make to or for the account of an Indemnified Party with respect to any Tax subject to indemnification under this Section 16(b) shall include the amount necessary to hold such Indemnified Party harmless on an after-tax basis from the amount of

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any and all Taxes required to be paid by such Indemnified Party as a result of the receipt or accrual of any such payment pursuant to the laws of any Federal, state or local government or other taxing authority in the United States, Brazil, any foreign government or subdivision thereof or an international authority or any political subdivision or taxing authority of any of the foregoing.

(iv) **Reports**. Lessee will provide, at Lessee's expense, such information maintained or readily obtainable by Lessee as may be reasonably requested by an Indemnified Party (including logs as appropriate) or required to enable such Indemnified Party to fulfill its tax filing or other information reporting requirements with respect to the Transaction. If any report, return or statement is required to be filed with respect to any Tax which is subject to indemnification under this Section 16(b), Lessee shall, at its own expense, timely file the same (except for any such report, return or statement which an Indemnified Party has notified Lessee that such Indemnified Party intends to file, or for Income Tax returns or any other return, report or statement which such Indemnified Party is required by law to file in its own name or for any report, return or statement the filing of which is not based on Lessee's operation or movement of the Aircraft (or any Part)). Lessee shall have no obligation under the preceding sentence if the Indemnified Party after receipt of Lessee's written request fails to furnish Lessee with such information as is peculiarly within the Indemnified Party's control and is necessary to file such returns. Lessee will file or cause to be filed any report, return or statement and take such actions and execute such documents as required by law to be taken by Lessee or as reasonably requested by the Indemnified Party as may be reasonable and necessary to accomplishment of the intent hereof. Lessee shall be liable to each Indemnified Party for any fines, penalties, or interest imposed as a result of the failure of Lessee to fulfill its obligations hereunder.

(v) **Payment.** Lessee shall pay any Tax for which it is liable pursuant to this Section 16(b) directly to the appropriate taxing authority, or, if previously paid by an Indemnified Party, upon demand of such Indemnified Party, to such Indemnified Party, within 15 Business Days of such demand, but in no event more than five Business Days before the date such Tax is due, in immediately available funds. Any such demand for payment from an Indemnified Party shall specify in reasonable detail the amount of the payment and the facts upon which the right to payment is based and shall be verified in a manner reasonably satisfactory to Lessee. Each Indemnified Party shall promptly forward to Lessee any notice, bill or advice in the nature of a notice or bill received by it concerning any Tax. As soon as

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practicable after each payment by Lessee of any Tax, Lessee shall furnish the appropriate Indemnified Party the original or a certified copy of a receipt for Lessee's payment of such Tax or such other evidence of payment of such Tax as is reasonably acceptable to the Indemnified Party.

(vi) **Definition of Indemnified Party**. For purposes of this Section 16(b), the term Indemnified Party shall mean and include the successors and permitted assigns of each respective Indemnified Party, and any consolidated, combined or unitary group of which the Indemnified Party is a member if such group is treated as a single taxpayer for purposes of any Tax.

(vii) **Income Tax**. For purposes of this Section 16(b), the term Income Tax means, in the case of an Indemnified Party, any Tax imposed on, based on or measured by or with respect to the gross or net income (including, without limitation, capital gains Taxes, minimum or alternative minimum Taxes, Taxes on Tax preference items, accumulated earnings Taxes, personal holding company Taxes and succession or estate Taxes) and interest, additions to Tax, penalties, or other charges in respect thereof (in each case other than withholding taxes, sales, use, rental, license, ad valorem, property or value-added Taxes or Taxes in the nature of such Taxes).

(c) **General Indemnity.**

(i) **Indemnification**. Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless each Indemnified Party from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits and related costs, expenses and disbursements, including reasonable legal and investigative fees and expenses, of whatsoever kind and nature (for purposes of this Section 16(c), collectively called "Expenses"), imposed on, asserted against or incurred by any Indemnified Party, in any way relating to or arising out of this Lease, the other Operative Documents or the transactions contemplated hereby or thereby, including but not limited to (A) the breach by Lessee of its covenants contained herein or therein or inaccuracy or incompleteness of any representation or warranty of Lessee contained herein or therein or the enforcement of any of the terms hereof or thereof and (B) claims by third parties relating to the construction, acceptance, rejection, delivery, non-delivery, transport, ownership, control, registration, reregistration, deregistration, assembly, possession, repossession, operation,

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location, landing, departure, use, condition, maintenance, repair, sale, return, abandonment, preparation, installation, storage, redelivery, manufacture, leasing, subleasing, modification, rebuilding, importation, transfer of title or other application or disposition of, or the imposition of any Lien on, the Aircraft, the Airframe, the Aircraft Documents, any Engine or Part thereof or interest therein (or the incurrence of any liability to refund or pay over any interest as the result of any such Lien), including, without limitation, latent or other defects, whether or not discoverable, strict tort liability, and any claim for patent, trademark or copyright infringement.

However, Lessee shall not be required to indemnify any Indemnified Party pursuant to this Section 16(c) for (A) any Tax, (B) Expenses expressly agreed to be paid by the Indemnified Party pursuant to this Lease.

(ii) **Payments, Survival and Other Provisions**. All amounts payable by Lessee pursuant to this Section 16(c) shall (A) be payable directly to the parties entitled to indemnification within 10 Business Days of written demand therefor and (B) be adjusted for payment on an after tax basis as provided in Section 16(b)(i) as if such amount payable indemnity obligation under said Section. All the indemnities contained in this were an in Section 16(c) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease and are expressly made for the benefit of, and shall be enforceable directly by, each Indemnified Party. Lessee's obligations under this Section 16(c) shall be that of a primary obligor irrespective of whether the Indemnified Party shall also be indemnified with respect to the same matter under any other agreement by any other Person.

Section 17. - Notices. All notices required under the terms and provisions hereof shall be in English and in writing (including telecopier or similar writing) and shall be effective (a) if given by telecopier when transmitted and the appropriate confirmation received, and (b)if given by internationally recognized courier service, when received or personally delivered, addressed:

(i) if to Lessor,

Pacific Coast Group, Inc.
3291 N. Buffalo Dr.
Suite 8

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Las Vegas, NV 89129
Attention: Lawrence W. Olson
Telephone: 702 256 8203
Telecopier: 702 256 7209

or to such other address or telecopier number as Lessor shall from time to time designate in writing to Lessee; and

(ii) if to Lessee,

Total Linhas Aereas S.A.
Av. Senador Salgado Filho, No. 5397
Uberaba, Curitiba, Paraná, Brazil
Attention: Alfredo Meister Neto, President
Telephone: 55 11 41 376 1710
Telecopier: 55 11 41 376 1710

or to such other address or telecopier number as Lessee shall from time to time designate in writing to Lessor.

Section 18. - Net Lease, No Set-Off, Counterclaim, etc.

(a) This Lease is a net lease, and, except as otherwise explicitly provided herein, it is intended that Lessee shall pay all costs and expenses of every character, whether foreseen or unforeseen, ordinary or extraordinary or structural or non-structural, in connection with the use, operation, maintenance, insurance, repair, replacement of Parts, taxes and required alterations and modifications of, on or in respect of the Airframe and each Engine by Lessee, including the costs and expenses particularly set forth in this Lease. The Rent which Lessee is obligated to pay shall be paid without invoice, notice or demand and without set-off, counterclaim, abatement, suspension, deduction or defense or any other right which Lessee may have against Lessor for any reason whatsoever.

(b) Except as otherwise expressly provided, this Lease shall not terminate, nor shall Lessee have any right to terminate this Lease or be entitled to abatement, suspension,

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deferment or reduction of any Rent which Lessee is obligated to pay hereunder, nor shall the obligations hereunder of Lessee be affected, by reason of (A) any damage to or the destruction or loss of all or any portion of the Airframe or any Engine from whatever cause, (B) the loss, theft or inaccessibility of any portion of the Airframe or any Engine, (C) the taking of the Airframe, any Engine or any portion thereof by condemnation, confiscation, requisition or otherwise, (D) the prohibition, limitation or restriction of Lessee's use of all or any part of the Airframe, or any Engine or the interference with such use by any Person, (E) the inadequacy or incorrectness of the description of any portion of the Airframe, or any Engine, (F) Lessee's acquisition or ownership of all or any part of the Airframe or any Engine otherwise than pursuant to an express provision of this Lease, (G) any defect in compliance with specifications, condition, merchantability, design, airworthiness, quality, durability, operation or fitness for use or any purpose of the Airframe or any Engine or any portion thereof, (H) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, Lessor or any other Person, (I) any breach, default or misrepresentation by the Lessor under this Lease or any other Operative Document or any of the documents referred to herein or therein, (J) any invalidity or unenforceability, in whole or in part, of this Lease or any other Operative Document or any of the documents referred to herein or therein, or any other infirmity herein or therein, or any lack of power or authority of any party to this Lease or any other Operative Document or any such documents to enter into the same or any termination of this Lease by operation of law, or (K) any other circumstance, happening or act whatsoever, whether or not foreseen or similar to any of the foregoing, it being the intention of the parties hereto that the obligations of Lessee shall be absolute and unconditional and shall be separate and independent covenants and agreements and shall continue unaffected unless and until the covenants have been terminated pursuant to an express provision of this Lease.

Except as expressly provided herein, Lessee waives all rights now or hereafter conferred by law (x) to quit, terminate, rescind or surrender this Lease or the Airframe or any Engine or any part thereof, or (y) to any abatement, suspension, deferment, return or reduction of the Rent.

Section 19. - RESERVED.

Section 20. - Miscellaneous, Governing Law: Expenses. (a) Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the

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remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provisions hereof prohibited or unenforceable in any respect. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. This Lease shall constitute an agreement of lease, and nothing contained herein shall be construed as conveying to Lessee any right, title or interest in the Aircraft or the Aircraft Documents except as a lessee only. The section and paragraph headings in this Lease and the table of contents are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof and all references herein to numbered sections, unless otherwise indicated, are to sections of this Lease. This Lease may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The representations, warranties, covenants, agreements and indemnities of Lessee set forth in this Lease and Lessor's and Lessee's obligations hereunder, shall survive the expiration or other termination of this Lease to the extent required for full performance and satisfaction thereof

(b) THIS LEASE HAS BEEN DELIVERED IN LAS VEGAS, NEVADA AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, BUT EXCLUDING NEVADA CONFLICTS OF LAW PRINCIPLES.

(c) Lessee agrees (a), in the event that the transactions contemplated hereby shall fail to be consummated, to pay or reimburse Lessor for all its out-of-pocket costs and reasonable expenses incurred in connection with the development, preparation and execution of this Lease and the other Operative Documents and any other documents prepared in connection herewith or therewith, and the consummation of the transactions contemplated hereby and thereby, including, without limitation, the reasonable fees and disbursements of counsel to Lessor, (b) to pay or reimburse Lessor for all its out-of-pocket costs and expenses incurred in connection with any amendment, supplement or modification to this Lease and the other Operative Documents, including without limitation, the fees and disbursements of counsel to Lessor, (c) to pay or to reimburse Lessor for all its costs and expenses incurred in

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connection with the enforcement or preservation of any rights under this Lease, the other Operative Documents and any such other documents, including, without limitation, the fees and disbursements of counsel to Lessor, (d) to pay, indemnify, and hold Lessor harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying stamp, excise and other taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Lease, the other Operative Documents and any such other documents. The terms of this Lease and the other Operative Documents supersede in their entirety any prior written or oral statements made by Lessor or Lessee.

(d) Lessee hereby (a) irrevocably submits itself to the non- exclusive jurisdiction of (i) the courts of the State of Nevada and (ii) the United States District Court for the district that includes Las Vegas, Nevada for the purposes of any suit, action or other proceeding arising out of this Lease or any other Operative Document, or the subject matter hereof or thereof or any of the transactions contemplated hereby or thereby, brought by or on behalf of Lessor or its successors, subrogees or assigns, (b) irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in either such Nevada State or Federal court, (c) irrevocably waives, to the fullest extent Lessee may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding, and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this paragraph shall affect or impair Lessor's right to serve legal process in any manner permitted by law or Lessor's right to bring any action or proceeding against Lessee or Lessee's property in the courts of any other jurisdiction.

In any action or proceeding relating to this Lease, Lessee hereby irrevocably and unconditionally appoints, at Lessee's expense, The Corporation Trust Company of Nevada (the "Lessee Process Agent"), located at 6100 Neil Road Suite 500, Reno, Nevada, as its agent to receive on behalf of Lessee and its property service of copies of the summons and complaint and any other process which may be served in any action or proceeding in any Court or other proceedings, and, if for any reason such Lessee Process Agent (or any successor Lessee Process Agent) is unable to act as such, will promptly notify the Lessor and will, within thirty days, appoint a successor Lessee Process Agent in the City of Reno, Nevada (which successor Lessee Process Agent shall accept such appointment in a writing

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reasonably satisfactory to Lessor prior to the termination for any reason of the appointment of the predecessor Lessee Process Agent). In any action or proceeding, Lessee agrees that such service may be made on Lessee by delivering a copy of such process to Lessee in care of the appointed Lessee Process Agent at such Lessee Process Agent's address. Lessee hereby also irrevocably and unconditionally authorizes and directs such Lessee Process Agent to accept such service on its behalf.

LESSEE HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH IT IS A PARTY INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS LEASE OR THE OTHER OPERATIVE DOCUMENTS OR THE RELATIONSHIP ESTABLISHED HEREUNDER OR THEREUNDER AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE HEREOF OR BEFORE OR AFTER THE PAYMENT, OBSERVANCE AND PERFORMANCE OF LESSEE'S OBLIGATIONS UNDER THIS LEASE OR THE OTHER OPERATIVE DOCUMENTS.

Lessor, Lessee and each Guarantor hereby elect the courts of the City of Sao Paulo, State of Sao Paulo, Brazil as the competent courts to decide any questions or disputes eventually arising under this Lease and/or the agreements of Guaranty in case any of the parties chooses to bring judicial proceedings against the others under Brazilian territory.

Section 21. - Currency. This is an international transaction in which the specification of the currency of payments is of the essence. The payments required to be made by any party hereto under this Lease shall not be discharged by an amount paid in any currency other than the designated currency of such payments, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on prompt conversion to the designated currency (as quoted in New York, New York) does not yield the amount of U.S. Dollars due hereunder. In the event that any payment required to be made hereunder, whether pursuant to a judgment or otherwise, does not, when paid and converted, result in payment of the correct amount of U.S. Dollars due and owing to the Person receiving such payment, such Person shall have a separate cause of action for the amount of any shortfall and the payor shall pay such additional amounts as may be necessary to compensate for such shortfall.

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Section 22. - RESERVED.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be duly executed as of the day and year first above written.

LESSEE: TOTAL LINHAS AEREAS S.A.

By: ALFREDO MEISTER NETO
Title: PRESIDENT

By: FERNANDO BRUNING
Title: FINANCIAL DIRECTOR

LESSOR: PACIFIC COAST GROUP, INC.

By: _____
Title:

GUARANTOR: TRANSPORTADORA SULISTA S.A.

By: ALFREDO MEISTER NETO
Title: PRESIDENT

By: FERNANDO BRUNING
Title: FINANCIAL DIRECTOR

GUARANTOR: ALFREDO MEISTER NETO

Individual

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I.D.: 286.502-5 SSPPR

SPOUSE:

MARILÚ ULSON MEISTER

I.D.: 872.405 SSPPR

GUARANTOR: AMADEU BRUNING

Individual

I.D.: 2.577.427 SSPSP

SPOUSE

REGINA MARIA CALDANA BRUNING

I.D.: 3.163.389-1 SSPSP

Witnesses:

1. -

Name:

I.D.:

2. -

Name: GLADISON ALBERTO PIASERA

I.D.: 2.082.840-4 SSPPR

Cartório Distrital de UBERABA
AV. SEN. SALGADO FILHO, 2368 GUABIROTUBA
FONE (041) 276-2090 - CURITIBA - PR
☐ PATRICIA LAZZAROTTO - Escrivã
☐ ELIANE KERN BASSI - Escrivã Substituta

Reconheço por semelhança a(s) firma(s) de Marilu Ulson Meister, Amadeu Bruning e Regina Maria Caldana Bruning.
(Sendo que o documento para produzir efeito no Brasil e para valer contra terceiros, deverá ser oficialmente traduzido para o português), do que dou fé.
Ctba. Uberaba, 16 de Setembro de 2005
Em test° da verdade.
☐☐☐ AYDEE SANTOS LOBES TREVISANI - Escrevente
DIRCE REGINA DOS SANTOS LADA - Escrevente
MARISTELA LADA DE OLIVEIRA - Escrevente
MARILENE VARCHAKI FREITAG - Escrevente

Cartório Distrital de UBERABA
AV. SEN. SALGADO FILHO, 2368 GUABIROTUBA
FONE (041) 276-2090 - CURITIBA - PR
☐ PATRICIA LAZZAROTTO - Escrivã
☐ ELIANE KERN BASSI - Escrivã Substituta

Reconheço por semelhança a(s) firma(s) de Gladison Alberto Piasera.
(Sendo que o documento para produzir efeito no Brasil e para valer contra terceiros, deverá ser oficialmente traduzido para o português), do que dou fé.
Ctba. Uberaba, 16 de Setembro de 2005
Em test° da verdade.
☐☐☐ AYDEE SANTOS LOBES TREVISANI - Escrevente
DIRCE REGINA DOS SANTOS LADA - Escrevente
MARISTELA LADA DE OLIVEIRA - Escrevente
MARILENE VARCHAKI FREITAG - Escrevente

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Reconhecimento de firma por semelhança em virtude do(a) firmatário (a) não estar presente. Prov. 26/99-II.6.3.3 e II.6.3.4)

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EXHIBIT A

TO OPERATING LEASE AGREEMENT

Lease Supplement No. 1 (Aircraft 22167)

Lease Supplement No. 1 (Aircraft _____) dated _____, _____, between _____, a _____ ("Lessee"), and _____, a _____ corporation (together with its successors and assigns, "Lessor").

Lessor and Lessee have heretofore entered into that certain Operating Lease Agreement (Aircraft _____) dated as of _____, _____ relating to one _____ aircraft (herein called the "Lease" and the defined terms therein being hereinafter used with the same meanings). The Lease provides for the execution and delivery from time to time of Lease Supplements for the purpose of leasing the Airframe and Engines under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. - Lessor hereby delivers and leases to Lessee under the Lease and Lessee hereby accepts and leases from Lessor under the Lease the following described Boeing 727-243F aircraft (the "Aircraft"), which Aircraft as of the date hereof consists of the following components:

[See Attachment 1 to this Exhibit A listing of Airframe and Engine serial numbers]

2. - The Delivery Date of the Lease is the date of this Lease Supplement set forth in the opening paragraph hereof, the Delivery Time is __:__, __.m. (____) and the Lease Expiry Date for the Lease is _____.

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3. - Except as otherwise provided in the Lease, the Term for the Aircraft shall commence on the Delivery Date and end on the Lease Expiry Date.

4. - Lessee hereby confirms its agreement to pay Lessor Basic Rent for the Aircraft throughout the Term therefor in accordance with Section 3 of the Lease. Lessee hereby confirms that the first Basic Rent Date is _____, 2000, on which date Lessee shall pay Lessor an amount equal to _____ (which represents Basic Rent for the period from and after the Delivery Date through _____, 2000.

5. - Lessee hereby confirms to Lessor that Lessee has accepted the Aircraft for all purposes hereof and of the Lease as being airworthy, in good working order and repair and without defect or inherent vice in condition, design, operation or fitness for use; provided, however, that nothing contained herein or in the Lease shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Aircraft against the Manufacturer, or any subcontractor or supplier of the Manufacturer.

6. - All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

7. - This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the day and year first above written.

TOTAL LINHAS AEREAS S.A., Lessee

By _____

Title: _____

PACIFIC COAST GROUP, INC., Lessor

By _____

Title: _____

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ATTACHMENT TO EXHIBIT A

Aircraft Specifications

GENERAL

Manufacturer:	BOEING
Aircraft Type:	727-243F
Serial Number	22167
Present Registration:	N270PC
Data as of:	Sept 1, 2000
Date of Manufacture:	1981
Aircraft TT:	46,368:22
Aircraft TC:	26,640
Operator:	LCI
Line Number:	1752

WEIGHT & STRUCTURAL DATA

Max. Taxi Weight:	195,500 lbs
Max. Take Off Weight:	194,800 lbs
Max. Landing Weight:	164,000 lbs
Max. Zero Fuel Weight:	155,000 lbs
Operating Empty Weight:	92,398 lbs
Fuel Capacity:	54,003 lbs

PROGRAM - Maintained to MPD

INSPECTIONS

TYPE OF MAJOR SVC	LAST ACCOMPLISHED DATE	TIME/CYCLE	CURRENT INTERVAL	A/C TIME NEXT DUE	DATE DUE
C	Nov __ 00	46368 hr	3000 hrs/12 mo		
D	25.Aug.96	37,843 hr	21000 hrs/10yr		Aug 06

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ENGINES

MFG: Pratt & Whitney TYPE: JT8D-15

POSITION	SERIAL NUMBER	TOTAL TIME	TOTAL CYCLES	TIME REMAINING	CYCLES REMAINING	PWR. RATING	TIME SINCE OVHL/LSV
# 1	666161	42255:45	27372	5239	2271	15	823
#2	666402	37022:10	25331	8297	4882	15	1693
#3	687318	46827.0	40201	9448	4281	15	0

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AUXILIARY POWER UNIT	MFG:	Garrett	TYPE:	GTCP85—98CK

SERIAL NUMBER	TSO	Cysles Since OH	TIME SINCE HSI	LIMITING ITEM
P36766	628:15	579	628:15	N/A

LANDING GEAR — CURRENT OVERHAUL INTERVAL

MAIN: 10yr/16000cy NOSE: 10yr/16000cy

	SERIAL NUMBER	O/H INTERVAL	TIME REMAINING	DATE DUE
NLG	1507GK26	16000cy		6/2006
LMG	2225	16000cy		6/2006
RMG	2125	16000cy		6/2006

CONFIGURATION: CAT II and Overwater. Cargo conversion STC SA1797SO (AEI)
11 Pallets 96" x 125"
12 Pallets 88" x 125"

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AIRCRAFT TYPE: B727-243F Serial Number: 22167 Registration: N270PC

COMMUNICATIONS	QTY	P/N	Manufacturer
VHF COM	2	822-0732-101	Collins

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HF COM	2	522-1501-000	Collins
SELCAL	1	NA 135-CAL-1	Motorola
ATC Xpdr Mode S	2	066-01127-1301	Allied Signal
NAVIGATION			
VOR/ILS Nav System	2	822-0760-001	Collins
Marker Receiver	1	522-2996-011 or MKA 28A	Collins or Bendix
GPWS	1	965-0876-001-B05-B08	Sunstrand
DME	2	622-2921-001/006	Collins
ADF	2	777-1492-003	Collins
Radio Altimeter	1	522-3698-014 or 622-3890-006	Collins
Weather Radar	1	2070410-0105	Bendix
TCAS	1	066-50000-0108	Allied Signal
Windshear	1	965-0876-001-B05-B08	Sunstrand
GPS	2	80742-01-002F	Trimble
AUTOMATIC FLIGHT CONTROL AND INSTRUMENTATION			
Autopilot	1	SP-150	Sperry
Autothrottle	0	N/A	
Flight Director System	1	522-3121-185	Collins
Vert. Gyro	2		
Direct. Gyro	2	614937-101	Honeywell
RECORDERS/RESCUE EQUIPMENT			
DFDR	1	980-4100GQUS	Sundstrand
FDAU	0	N/A	
Cockpit Voice Recorder	1	A100 or 980-6005-076	Fairchild or Sundstrand

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EXHIBIT B
TO OPERATING LEASE AGREEMENT (AIRCRAFT 22053)

MONTHLY AIRCRAFT UTILIZATION AND STATUS REPORT

[form to be supplied by Lessor after delivery]

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EXHIBIT C
TO OPERATING LEASE AGREEMENT (AIRCRAFT 22167)

Acceptance Certificate

On this ____ day of _____, _____ (referred to in the below referenced Lease as the "Delivery Date"), _____, ("Lessee") hereby unconditionally accepts the Aircraft for all purposes under that certain Operating Lease Agreement (Aircraft ____) dated as of _____, ____ (the "Lease") between _____ ("Lessor") and Lessee. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as in the Lease. Lessee hereby acknowledges that it has found the Aircraft to comply with all delivery requirements set forth in the Lease and acknowledges unconditional acceptance of the Aircraft.

Attachment 1 to this Exhibit truly and correctly reflects the time-status of the Aircraft (including Engines) and its components on the date hereof.

Fuel _____ pounds; oil _____ gallons on board.

Attached as Attachment 2 hereto is a list of the items of equipment installed in and attached to the Aircraft.

Attached as Attachment 3 hereto is a list of the items of loose equipment delivered with the Aircraft.

Attached as Attachment 4 hereto is a complete list of the Aircraft Documents delivered with the Aircraft.

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_____, Lessee

By: _____

Title: _____

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The above completed information is found acceptable by the undersigned.

_____, Lessor

By: _____

Title: _____

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ATTACHMENT 1 TO EXHIBIT C

[INSERT TIME STATUS OF AIRCRAFT, ENGINES, PROPS]

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ATTACHMENT 2 TO EXHIBIT C

Inventory List Report

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ATTACHMENT 3 TO EXHIBIT C

Equipment

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ATTACHMENT 4 TO EXHIBIT C

Aircraft Documents

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EXHIBIT D

TO OPERATING LEASE AGREEMENT(AIRCRAFT 22167)

Aircraft Documents On Return Date

In addition to the Aircraft Documents delivered on the Delivery Date, the following Aircraft Documents will be retained with the Aircraft and returned on the Return Date:

ALL AIRCRAFT DOCUMENTS DELIVERED TO LESSEE ON THE DELIVERY DATE AND THOSE WHICH, BY THE TERMS OF THE LEASE, ARE REQUIRED TO BE MAINTAINED UNDER THE TERMS OF THE LEASE.

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EXHIBIT E

TO OPERATING LEASE AGREEMENT (AIRCRAFT 22167)

Return Conditions

Upon any return of the Aircraft under the Lease, whether upon the scheduled Return Date or otherwise, the following requirements and conditions, as evidenced by inspection at the Return Location, shall apply:

The Aircraft at the time of its return shall be in the condition set forth in this Exhibit E and Section 5 of the Lease and shall be free and clear of all Liens other than Lessor Liens. At the time of acceptance of return of the Aircraft to Lessor, Lessor and Lessee shall each promptly, execute an Aircraft Return Receipt and Lease Termination in such form as the Lessor shall require.

The Aircraft at the time of its return to Lessor shall have been maintained and repaired in accordance with the Maintenance Program and this Lease with the same care and consideration for the technical condition of the Aircraft as if it were to have been kept in continued regular service by the Lessee, and shall meet the following requirements (at the sole cost and expense of Lessee):

1. - **Operating Condition**. The Aircraft shall be in as good operating condition as on the Delivery Date, ordinary wear and tear from normal commercial cargo operations excepted, with all of the Aircraft equipment, components and systems functioning in accordance with their intended use irrespective of deviations or variations authorized by the minimum equipment list or configuration deviation list.

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2. - **Cleanliness Standards**. The Aircraft shall be clean by United States commercial airline standards.

3. - **Certificate of Airworthiness**. The Aircraft shall have, and be in compliance with, a current valid standard certificate of airworthiness issued by the Registration Authority

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and shall have an export certificate of airworthiness and be immediately eligible for a United States certificate of airworthiness and immediately qualify for operations in commercial, scheduled, revenue passenger and/or cargo service in the United States pursuant to FAR Part 121 (or any successor regulations) and shall be airworthy according to manufacturer's specifications and United States FAA regulations.

4. - **Compliance with Governmental Requirements**. The Aircraft shall be in compliance with all Airworthiness Directives and mandatory requirements of the Registration Authority affecting the Aircraft which have an effective date for compliance prior to and within 180 days after the end of the Term and return of the Aircraft to Lessor. In the event Lessee has obtained a waiver or deviation from the Registration Authority from having to comply with any such Airworthiness Directives or mandatory requirements, Lessee shall, irrespective of such waiver or deviation, fully comply with all such Airworthiness Directives or mandatory requirements covered by such waiver or deviation prior to the return of the Aircraft to Lessor as if such waiver or deviation did not exist.

5. - **Deferred Maintenance**. The Aircraft shall have had accomplished thereon all outstanding deferred maintenance items, carry-over items, configuration deviation list items and flight discrepancies. Items deferred because of maintenance concessions (i.e., an exemption to operate beyond the normal limits by monitoring) shall be brought up-to-date as if such maintenance concessions or exemptions did not exist. Components whose time status exceeds the conditions or requirements imposed by this Lease shall be brought into compliance with such conditions or requirements.

6. - **Corrosion.** All corrosion shall have been performed in a workmanlike and appropriate manner, in compliance with the Maintenance Program and any corrosion discovered in Lessor's redelivery inspection or discovered in the required Airframe check at return, shall be corrected.

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7. - **Configuration and Condition**. The Aircraft shall be returned in the same configuration and condition with all Parts installed therein as on the Delivery Date, excepting only modifications, additions, replacements and substitution of Parts as may have been properly made by Lessee pursuant to Section 8 and as specifically otherwise set forth in this Exhibit E. Lessee shall, prior to such return of the Aircraft, furnish Lessor a listing of all such modifications, additions, or replacements made during the Term. Lessee shall provide Lessor

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with the last 24 reliability reports for the Aircraft as provided to the Registration Authority and a list of all rotable Parts installed on the Aircraft during the last six (6) months of the Term and of all rotable Parts replaced during said last six (6) months. Lessee shall not replace Parts with parts having an operating record indicating a higher failure rate than the Parts replaced during the last six (6) months of the Term.

8. - **Condition of Airframe**. The Airframe at the time of its return to Lessor shall meet the requirements as set forth below, all at Lessee's expense, except as otherwise provided herein:

(a) **Airframe Inspection.** The Aircraft shall be returned with a fresh full "C" Check performed in accordance with the Maintenance Program (and the Aircraft will not be placed back into service by Lessee following such check), and Lessee shall be permitted to draw upon the applicable Maintenance Reserves following performance thereof, to the same extent as if such check had been otherwise performed during the Term. All CPCP and SSI (the latter signifying the "Structurally Significant Items" identified by the manufacturer and the FAA as requiring certain inspection at determined interval) inspections shall have been accomplished to the extent that none shall be due for the next 18 months after redelivery of the Aircraft to Lessor, unless the inspection, itself, has a shorter interval for performance. Lessee shall notify Lessor of the scheduling of the commencing such return check and Lessor shall have the option to not have such check performed and retain the applicable Maintenance Reserves with respect thereto.

(b) **Parts.** All Parts installed in the Aircraft shall be serviceable in accordance with Registration Authority and FAA standards and have a value, modification status and condition equivalent to the Parts in the Aircraft on the Delivery Date, ordinary wear and tear excepted. All Parts, components and assemblies identified with safe-life, hard-time or condition monitored limits shall be provided with part number, serial number, their service histories, accumulated cycles and flight hours, safe-life, hard time or condition monitored limits and remaining service lives on a separate listing and where practicable, be physically verified as installed and have hard copy documentation (i.e., appropriate overhaul or serviceable vendor tags and work orders) to verify their service histories and all components and assemblies which are identified on the maintenance records by part numbers and/or serial numbers other than the manufacturer's or other manufacturer's shall be provided with two way cross-reference listing necessary to establish complete traceability. 246

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(c) **Fuselage, Windows and Doors**. The fuselage shall be free of scab patches and substantially free of dents and abrasions and loose or pulled or missing rivets which developed or arose during the Term. Windows shall be within manufacturer limits and shall be properly sealed. Doors shall be free moving, correctly rigged and be fitted with serviceable seals if required.

(d) **Wings and Empennage**. All leading edges shall be free from damage that arose during the Term and free from damage required to be repaired under the Maintenance Program. Wings shall be free of fuel leaks.

(e) **Interior.** Except for conditions reflecting fair wear and tear during the Lease Term: ceilings, sidewalls and bulkhead panels shall be clean and free of cracks and stains; all window shades shall operate properly and be undamaged; all carpets and seat covers shall be in good condition, clean and stain free and meet all international fire resistance regulations; all seats shall be serviceable, in good condition and repainted as necessary; and recline mechanism and table operation shall be satisfactory, and table condition level, tight, and undamaged. All signs and decals shall be in the English language, clean and legible and all emergency equipment having a calendar life shall have a minimum of one year or one hundred per cent of its total approved life whichever is less, remaining.

(f) **Cockpit**. All decals shall be in the English language, clean, secure and legible and, except for conditions reflecting fair wear and tear during the Lease Term, all fairing panels shall be free of stains and cracks, shall be clean, secure and repainted as necessary; floor coverings shall be clean and effectively sealed, and painted as necessary; seat covers shall be in good condition, clean and shall continue to conform to all international fire resistance regulations; seats shall be fully serviceable and shall be repainted as necessary; wear areas will be painted or refurbished as necessary.

(g) **Cargo Compartment**. All panels and nets shall be in good condition and repair and current and in compliance with Registration Authority and FAA requirements for operation in FAR Part 121 cargo operations.

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9. - **Life Limited Components.** All Life Limited Components shall have a minimum of (i)3000 hours or cycles (as applicable) remaining to next scheduled replacement;

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inspection or overhaul and all Life Limited Components controlled by calendar time, shall have a minimum of 12 months (based on prior 12 months usage) remaining to next scheduled replacement, inspection or overhaul or (ii) the same number of hours or cycles (as applicable) or calendar life, remaining to next scheduled replacement, inspection or overhaul as such component had on the Delivery Date, whichever is greater.

10. - **Condition of Landing Gear.** Each Landing Gear (by leg) shall be clean, free of leaks and repaired as necessary. All decals shall be in the English language, clean, secure, and legible. At return, each Landing Gear shall have not less than either, (i) two years, or (ii) (A) 3000 cycles remaining to next scheduled overhaul under the Maintenance Program, or (B) the same number of hours remaining to the next scheduled overhaul as such Landing Gear had on the Delivery Date, whichever is greater, between (i) (A) and (B). For purposes of the calculation to be made under subsection 13 below on Financial Settlement, the foregoing standard under (ii) (A) and (B) above for each Landing Gear shall be the "FM" or "Financial Minimum".

11. - **Condition of Auxiliary Power Unit ("APU").** Lessee will return the Aircraft's installed APU in good operating condition, in accordance with the manufacturer's specifications, ordinary wear and tear excepted. Any operational discrepancies of the APU shall be corrected at Lessee's expense prior to the return of the Aircraft to Lessor. At the time of return to Lessor, the APU shall have the same amount of time since last hot section inspection as on the Delivery Date. For purposes of the calculation to be made under subsection 13 below on Financial Settlement, the delivery time shall be the "FM" or "Financial Minimum".

12. - **Condition of Engines.** Engine components or modules shall not exceed applicable soft time limits (as defined in the Maintenance Program) since their last shop visit or rework. Each Engine shall meet the Maintenance Program parameters for acceptable EGT margin at rated thrust, EPR, fuel flow, pressures, and temperature. Each Engine shall have no less than (i) 1300 cycles remaining to the next limiter or (ii) the same number of hours and cycles remaining to the next limiter (and hours and or cycles since last HSI workscope) as such Engine had on the Delivery Date, whichever is greater (which standard shall be referred to in subsection 13 below with respect to Financial Settlement as, the "FM" or "Financial Minimum").

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13. - Financial Settlement.

(A) If the actual time remaining to next scheduled overhaul of a Landing Gear at return (the "AT" or "Actual Time") is less than the FM for the Landing Gear, the Lessee shall be allowed to pay Lessor a financial settlement to satisfy the applicable return condition only if the Actual Time is 1500 cycles or more remaining to next scheduled overhaul which settlement shall be calculated and paid in accordance with the following formula:

(FM - AT) x then current applicable Reserve Rate = the settlement amount to be paid to Lessor for such Landing Gear

(B) If the actual time remaining to next scheduled overhaul of the APU at return (the "AT" or "Actual Time") is less than the FM for the APU, the Lessee shall be allowed to pay Lessor a financial settlement to satisfy the applicable return condition which settlement shall be calculated and paid in accordance with the following formula:

(FM - AT) x then current applicable Reserve Rate = the settlement amount to be paid to Lessor for such APU.

(C) If the actual time remaining to next limiter for an Engine at return (the "AT" or "Actual Time") is less than the FM for such Engine, the Lessee shall be entitled to pay Lessor a financial settlement to satisfy the applicable return condition only if the Actual Time is 1300 cycles or more remaining to next limiter, which settlement shall be calculated and paid in accordance with the following formula:

(FM - AT) x the then current applicable Engine Reserve Rate* = the settlement amount to be paid to Lessor for such Engine.

(*such amount shall be subject to adjustment for cycle to hour ratio)

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Lessee shall be entitled to meet its return condition obligations by the payment or application of money only where specifically stated in this subsection. Lessor shall, in no instance be responsible for paying Lessee any amount related to an Item having greater or improved time or condition than required under these return conditions. No use of the Maintenance Reserves, except in the case of the "C" Check will be permitted.

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14. - **Historical Records; Trend Monitoring Data.** If the Engine historical and maintenance records and/or trend monitoring data indicate a rate of acceleration in performance deterioration of any installed Engine which is higher than normal based on manufacturer recommended standards, Lessee shall, prior to the Aircraft's return, correct or cause to be corrected such conditions which are determined to exceed the Engine manufacturer's maintenance manual tolerances or otherwise be causing such performance deteriorations.

15. - **Inspections.**

(i) Lessor and Lender may, from time to time, desire to make the Aircraft available for inspection to designated representatives or technical teams evaluating the Aircraft for use after the end of the Term. Lessor agrees to give Lessee not less than five (5) Business Days' advance notice of such inspection and Lessee agrees to cooperate fully with Lessor's and Lender's requests in making the Aircraft and the Aircraft Documents available to such authorized technical teams and Lessor agrees that such requests will be reasonable and will be coordinated with Lessee so as to minimize disturbance to Lessee's scheduled operations and personnel.

(ii) No later than 5 days prior to the end of the Term, the Aircraft (including the Aircraft Documents and the documents to be returned in accordance with Section 5 (b)) shall be made available to Lessor and Lender for ground inspection by Lessor at Lessee's facilities. Prior to the expiration or earlier termination of this Lease, the Aircraft shall be made available to Lessor for ground inspection during such periods as the Aircraft is on the ground out of service and after expiration or other termination of this Lease, the Aircraft shall be made fully available to Lessor, without restriction. In such ground inspections, Lessee shall open the areas of the Aircraft as determined by Lessor and/or Lender, and shall allow Lessor and Lender to accomplish inspections in order to determine that the Aircraft (including the Aircraft Documents) is in the condition required by the provisions of this Exhibit E, Lessee shall promptly correct any discrepancies from the condition required by the provisions of this Exhibit E which are observed during such inspection and are communicated in writing by Lessor or Lender to Lessee.

(iii) A borescope inspection of each Engine and the APU shall be performed

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under the surveillance of Lessor at Lessee's expense at the time of the Aircraft's return to Lessor and Lessee shall provide evidence satisfactory to Lessor reflecting the correction of any discrepancies found during such inspection and determined to have exceeded the Engine or APU manufacturer's maintenance manual limits.

(iv) Lessee shall conduct an operational ground check in accordance with the requirements of the Maintenance Program and shall correct any discrepancies disclosed by such check and those required to be rectified by this Lease.

(v) The Aircraft shall be subject to a test flight at the Return Location, by Lessee, at Lessee's expense, using qualified flight personnel, for a minimum of two (2) hours on a non-commercial flight, for the purpose of demonstrating to Lessor the satisfactory operation of the Aircraft and its equipment and systems. Two (2) of Lessor's employees or representatives (or more if consented to by Lessee) may participate in such flight as observers. Lessee's pilot shall be in command of the Aircraft. Such flight shall be conducted using standard operational check flight procedures requested by Lessor or Lessor's representative sufficient to demonstrate the proper operation of all systems for normal passenger use. Upon completion of such operational check flight, the representatives of Lessee and Lessor participating in such flight shall agree in writing upon any discrepancies in such Aircraft required to be corrected by Lessee in order to comply with the provisions of this Exhibit E and Lessee shall promptly correct or cause to be corrected at Lessee's expense any such discrepancies. If any discrepancies continue to persist, Lessor may (but shall not be obligated to) accept delivery of the Aircraft and apply the procedure set forth in Section 5 of the Lease for such discrepancies.

16. - **Acceptance**. Upon completion of the foregoing inspections and after Lessee has corrected the discrepancies as required to comply with this Exhibit E the return of the Aircraft shall be accepted by Lessor's representatives at the Return Location.

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17. - **Deferred Discrepancy Correction**. Any discrepancies found during the inspections set forth herein which are not corrected by Lessee prior to return of the Aircraft to Lessor may be corrected by Lessor or its designee after return of the Aircraft and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor or its designee for accomplishing such discrepancy corrections. Lessee shall pay Lessor for all such costs and expenses incurred within ten (10) days of the date of Lessor's invoice therefor. Any late

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payments shall be subject to interest at the Overdue Payment Rate.

18. - **Flight Cost**. All flights pursuant to this Exhibit E and Section 5 of the Lease and any and all costs associated with such flights including, but not limited to, costs for crew, fuel, oil, airport fees, insurance, takeoff/landing fees, airway communication fees, ground handling fees and customs duties, if any, shall be the responsibility of the Lessee.

19. - **Indemnification.** Section 16 with respect to all indemnification covered therein shall apply to all activity pursuant to this Exhibit E and Section 5 of the Lease and shall cover Lessor's representatives with regard to the return of the Aircraft.

20. - **Aircraft Documents.** Lessee shall return to Lessor, at the time the Aircraft is returned to Lessor, all of the Aircraft Documents and the documents to be returned in accordance with Section 5(b), updated and maintained by Lessee in English through the date of return of the Aircraft.

21. - **Aircraft Markings**. At the time of the return of the Aircraft, Lessee shall, have freshly painted the Aircraft white. In the event that, notwithstanding Lessee's obligation to do so, Lessee does not comply therewith, Lessee shall pay Lessor's costs and expenses for such work within ten (10) days of the date of Lessor's invoice therefor. Any late payments shall be subject to at the Overdue Payment Rate.

22. - **Ownership**. Any documents, equipment and any other items returned to Lessor pursuant to this Exhibit E and Section 5 of the Lease which are not already owned by Lessor shall thereupon become the property of Lessor.

23. - **Storage of Aircraft After Return.** Upon expiry and upon the written request of Lessor given at least five (5) Business Days prior to the end of the Term, Lessee shall provide storage facilities for the Aircraft at the Return Location, for a period not to exceed ninety (90) days (the "Storage Period") at the expense of Lessee. During the Storage Period, Lessor shall bear the risk of loss of the Aircraft and shall pay all maintenance and insurance costs with respect to the Aircraft.

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24. - **Assignment of Rights**. Upon return of the Aircraft to the Lessor, the Lessor may assign its rights under this Lease with respect to the Aircraft to a third party purchaser or

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lessee of the Aircraft.

25. - **No Lessor Obligations.** Lessor shall not be obligated to compensate Lessee in the event that the Aircraft is in better condition on the Return Date than required hereunder.

26. - **Disputes.** Any dispute between Lessee and Lessor regarding the condition of the Aircraft arising under this Lease shall be referred to and be determined by the Airframe or Engine manufacturer, and such determination shall be final and binding upon the parties.

27. - **Bridging and Export.** At Lessor's request, Lessee shall cooperate with Lessor to scheduling and assisting any inspections, record keeping, or modifications as may be necessary to "bridge" the placement of the Aircraft after return on a subsequent lessee's operations specifications and maintenance program (or effect smooth transition thereof). All costs and expenses associated with obtaining an Export Certificate of Airworthiness from the Registration Authority shall be borne by Lessee.

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EXHIBIT F (part 1)

TO OPERATING LEASE AGREEMENT(AIRCRAFT 22167)

Insurance Requirements

The Insurances required to be maintained shall be as follows (base and reinsurance):

Insurance Certificates providing the coverage and provisions indicated below shall be provided by Total Linhas Aereas S.A., hereinafter referred to as, "Lessee") to Pacific Coast Group, Inc. (hereinafter referred to as "Lessor"):

1. - All Risk Ground and Flight Aircraft Hull and War Risk Insurance including Transit and Search and Rescue Provisions:

1.1. - Insurance in an amount of $7,000,000 U.S. DOLLARS (on an "agreed value basis" with no right of insurers to replace) or such greater amount as Lessor may reasonably require from time to time (herein referred to as the "Insurance Value") for the Aircraft with deductible not exceeding TWO HUNDRED FIFTY THOUSAND U.S. DOLLARS ($250,000 US);

1.2. - The War Risk Insurance will provide, as a minimum, coverage for the following perils:

(i) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(ii) Strikes, riots, civil commotions or labor disturbances;

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(iii) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;

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(iv) Any malicious act or act of sabotage;

(v) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition of title or use by or under the order of any government (whether civil, military or de facto) or public or local authority, **including** the country of registry;

(vi) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Assured.

1.3. - The "All Risk" Hull Insurance Policy and War Risk Insurance Policy shall in addition include the following endorsements or extensions of coverage:

(i) It is understood and agreed that this insurance, as to the interest of the Indemnified Parties, shall not be invalidated or in any way prejudiced by any action or inaction of Lessee, and shall insure the Indemnified Parties regardless of breach or violations of any warranties, declarations or conditions contained in policies held by Lessee;

(ii) Losses shall be adjusted with Lessor and Lessor's Lender and payable directly to Lessor's Lender for the account of all interests in U.S. dollars in the United States of America; provided, however, amounts of less than $25,000 US for repair of the Aircraft shall be paid directly to Lessee;

(iii) In the event of any material change, restriction or reduction in coverage or in the event of cancellation of the insurance, written notice of such change, restriction or reduction in coverage or cancellation of said insurance shall be delivered by internationally recognized courier to Lessor and Lessor's Lender at the following addresses:

[insert on actual certificate the appropriate addresses]

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stating when, not less than thirty (30) days (seven (7) days or such notice as is available in respect of war clauses) after sending (by delivery to an internationally recognized courier company for delivery to Lessor and Lessor's Lender) said written notice such change, restriction, reduction in coverage or cancellation shall be effective.

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(iv) The Lessee's insurers agree that the Indemnified Parties shall not be liable for insurance premiums of Lessee arising out of or resulting from this lease agreement. The Lessee's insurers further agree that there will be no setoff against any claims that may be payable to Lessee or Lessor or Lessor's Lender or their assigns or their respective officers, directors, agents and employees;

(v) The Lessee's insurers agree to waive all rights of subrogation against the Indemnified Parties;

(vi) Any premium due to the insurer as a result of the insurance effected by this endorsement shall be the responsibility of Lessee and not the responsibility of Indemnified Parties, provided, however, that:

(1) In the case Lessee shall neglect to pay any premiums due under this endorsement and the policy thereof, any of the Indemnified Parties may, at their option elect to continue such insurance and, on demand, pay the premium; and

(2) In the event of any apparent increase of hazard, any of the Indemnified Parties may, on demand, pay the premium for such increased hazard if such Indemnified Party desires such insurance and if the premium is not otherwise paid by Lessee;

(vii) In the event Lessee obtains separate policies to cover All Risk Aircraft Hull and War Risk and Related Perils insurance, all such policies shall include a 50/50 provisional claims settlement arrangement in the event of dispute over which policy covers the loss.

2. - Liability Insurance

2.1. - The Indemnified Parties and each of their respective officers, directors, agents, employees and affiliates shall be named as additional insureds under Lessee's aviation liability policy to the full extent of the indemnity agreements of this Lease which policy shall be in limits of not less than US$150,000,000 US combined single limit.

2.2. - The liability policy shall include the following endorsement or extensions

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of coverage:

(i) The above policy shall be endorsed so as to provide that the inclusion of more than one person, partnership, corporation, organization, firm or entity as named insured under this policy shall not in any way affect the rights of any such person, partnership, corporation, organization, firm or entity either in respect to any claim, demand, suit or judgment made or brought by or in favor of any other insured or by or in favor of any employee of such other insured. It is the intent of this policy to protect each person, partnership, corporation, organization, firm or entity with respect to any claim demand, suit or judgment in the same manner as though a separate policy had been issued to each; however, nothing contained herein shall operate to increase the insurer's limit of liability as set forth in this policy;

(ii) The insurance afforded by these policy shall not be invalidated as respects the Indemnified Parties by any act of Lessee or any inaction of Lessee or by Lessee's failure to take any required action with respect to such insurance;

(iii) The above policy shall be primary and not contributory nor excess with respect to any other insurance which may be available for the protection of the Indemnified Parties;

(iv) In the event of any material change, restriction or reduction in coverage or in the event of cancellation of the insurance, written notice of such change, restriction or reduction in coverage or cancellation of said insurance be mailed to the Indemnified Parties, including Lessor and Lessor's Lender, at the following addresses:

stating when, not less than thirty (30) days after receipt of said written notice such change, restriction, reduction in coverage or cancellation shall be effective;

(v) The Lessee's insurers agree that the Indemnified Parties shall not be liable for any insurance premiums of Lessee arising out of or resulting from this lease agreement. The Lessee's insurers further agree that there will be no setoff against any claims that may be payable to Lessee or Lessor or their assigns or their respective officers, directors, agents and employees;

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(vi) Any premium due to the insurer as a result of the insurance effected by this endorsement shall be the responsibility of Lessee and not the responsibility of any Indemnified Party; provided, however, that:

(1) In case Lessee shall neglect to pay any premiums due under this endorsement and the policy thereof, such Indemnified Party may, at its option, elect to continue such insurance and, on demand, pay the premium; and

(2) In the event of any apparent increase of hazard, Lessor may, on demand, pay the premium for such increased hazard if it desires such insurance and if the premium is not otherwise paid by Lessee.

3. - **All Risk Spares Insurance**. Lessee shall carry and maintain throughout the Term such all risk spare parts insurance covering the Spares in an amount no less than the full replacement value and covering all other of Lessee's spare parts, against such risks as Lessor shall reasonably request.

4. - **Reinsurance**

4.1. - If the insurance required herein is subject to reinsurance, the reinsurance policies shall:

(i) Incorporate all provisions, agreements and undertakings of the original insurance;

(ii) Provide for payment to be made to the order of the Lessor's Lender notwithstanding any bankruptcy, insolvency, liquidation or dissolution of the original insurer and regardless of whether the original insurer has made any payment under the original insurance policies;

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(iii) Contain satisfactory cut through clauses that provide for direct payment to the order of Lessor. Additionally, Lessee shall cause the original insurers to assign the benefit and proceeds of the reinsurance in respect of the Hull, Spares and War Risks insurance and in that regard to enter into an assignment of reinsurance in form and substance satisfactory to Lessor.

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ALL COVERAGES SHALL BE FOR WORLDWIDE COVERAGE AND OPERATION OF THE AIRCRAFT AND SUBJECT IN ALL RESPECTS TO THE APPROVAL OF LESSOR AND ITS LENDER.

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EXHIBIT F (part 2)

TO OPERATING LEASE AGREEMENT (AIRCRAFT 22167)

Insurance Requirements
Brokers Letter Of Undertaking

(Letterhead of Broker]

[Date]

Pacific Coast Group, Inc.

_____[Lender]

Dear _____:

Re: Pacific Coast Group, Inc. to _____ of _____ Aircraft, Serial Number _____, _____ Registration Number _____.

Enclosed are Certificates of Insurance describing the hull and liability insurance currently carried and maintained by _____ on the aircraft described above. It is our opinion that, as of this date, the insurance carried and maintained by _____ complies with the required insurance provisions of _____ and _____ of the Lease except that:

[List any exceptions]

We further confirm that as of this date all premiums due for this insurance have been paid. We agree to advise you in writing promptly and in any event not less than thirty (30) days (seven (7) days, or such shorter or longer period as may from time to time be customarily obtainable in the industry in the case of war risk and allied perils coverage) prior to any termination or cancellation (for any reason whatsoever, including without limitation, failure to pay premiums) of this insurance.

Yours sincerely,

_____

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EXHIBIT G

TO OPERATING LEASE AGREEMENT (AIRCRAFT 22167)
FORM OF CORPORATE GUARANTY

Guaranty

This Guaranty (hereinafter referred to as, this "Guaranty"), dated as of _____, 2000, is given by _____, a corporation organized and existing under the laws of the country of Brazil (the "Guarantor") with a principal place of business at _____, to Pacific Coast Group, Inc. ("Owner"), a corporation organized and existing under the laws of the State of Nevada, U.S.A. with a principal place of business at 3291 N. Buffalo Drive, Suite 8, Las Vegas, Nevada 89129, United States of America.

WHEREAS, contemporaneously herewith, the Owner and Total Linhas Aereas S.A., a company organized under the laws of Brazil ("Lessee") entered into that certain Aircraft Lease Agreement dated as of _____, 2000(the "Agreement"), involving the lease of a Boeing aircraft Model 727-243F, bearing manufacturer's serial number 22167 (the "Aircraft"); and,

WHEREAS, pursuant to the terms and conditions of the Agreement, and in accordance with the Agreement Lessee has procured, and the Guarantor does hereby deliver, this Guaranty to Owner as an inducement for Owner to enter into the Agreement; and,

WHEREAS, capitalized terms used herein but not defined herein shall have the respective meanings assigned in the Agreement.

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NOW THEREFORE, pursuant to the Agreement and the benefits and advantages to be derived therefrom by the Lessee, and other valuable consideration, the sufficiency of which is hereby acknowledged by Guarantor, the Guarantor hereby agrees with Owner as follows:

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1. - **Guaranty.**

(a) The Guarantor, a primary obligor and note merely as a surety, unconditionally and irrevocably guarantees to Owner the due and punctual performance by Lessee of all of the Lessee's covenants, agreements and obligations of any kind under the Agreement, including, without limitation, the due and punctual payment of each amount which Lessee is or may become obligated to pay under or pursuant to the Agreement, whether such sum or sums of money represent interest, Basic Rent, Supplemental Rent, Maintenance Reserves, late charges, indemnities, liquidated damages or any other type of such of any kind whatsoever that Lessee may owe to Owner now or at any time hereafter (the "Obligations"). Such guaranty is an absolute, unconditional, continuing guaranty and, to the extent it relates to a payment obligation of Lessee, it is a guaranty of payment and not of collectibility. This Guaranty is in no way conditioned upon any attempt to collect from Lessee or to compel Lessee to perform obligations not relating to payment or upon any other event or contingency. The liability of Guarantor is that of a principal debtor and Owner may proceed directly against the Guarantor without proceeding against the Lessee and without realizing any other security or taking any other action that Owner may be entitled to take. This Guaranty is a guaranty of all of the Obligations of Lessee and shall be binding upon and enforceable against Guarantor without regard to any change in Guarantor's relationship to Lessee or any amendment or modification to any of the obligations of Lessee under the Obligations or the genuineness, regularity, validity or enforceability of the Obligations or of any term thereof or lack of power or authority of any party to enter into the Obligations.

(b) This Guaranty shall remain in full force and effect until the Obligations shall have been irrevocably satisfied and paid in full to Owner. In the event any payment made prior to the expiration of this Guaranty by Lessee to Owner shall be later rescinded or declared void by reason of any law, this Guaranty shall be reinstated in full force and effect and the liability of the Guarantor hereunder shall be computed as if such moneys had never been paid to Owner.

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(c) The Guarantor shall pay all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Owner in connection with the enforcement of the obligations of Lessee under the Obligations to the extent that such costs and expenses are not paid by Lessee or otherwise and in connection

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with the enforcement of the Obligations of the Guarantor under this Guaranty.

2. - **Obligations of Guarantor Absolute, etc.** The Obligations of the Guarantor hereunder shall be absolute and unconditional, shall not be subject to any counterclaim, set off, deduction, abatement or defense based upon any claim the Guarantor or the Lessee may have against Owner or any affiliate thereof, and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition (whether or not Guarantor shall have any knowledge or notice thereof), including without limitation, any action by Owner without the Guarantor's consent, without notice to Guarantor and without affecting or impairing Guarantor's obligations hereunder, to do any of the following: (a) renew, extend, modify, release or discharge any of the Obligations or any obligations of other guarantors (if any) or of any other party at any time directly or contingently liable for the payment of any of said Obligations; (b) accept partial payments for said Obligations; (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of said Obligations and the security therefor in any manner; (d) consent to the transfer of security, take and hold additional security or guarantees for said Obligations and amend, exchange, release or waive any security or guaranty; or (e) bid and purchase at any sale of paper or security and apply any security and direct the order and manner of sale in accordance with law. The Guarantor also expressly agrees to satisfy any award made by an arbitrator or arbitration panel or court pursuant to the Agreement.

The unconditional obligations of the Guarantor set forth herein constitute the full recourse obligation of the Guarantor enforceable against the Guarantor to the full extent of all its assets and properties.

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3. - **Waiver.** With respect to the unconditional obligations of the Guarantor under this Guaranty, Guarantor unconditionally waives to the extent permitted by statute, rule of law or otherwise: (a) all notices which may be required to preserve any rights against Guarantor hereunder, including, without limitation, any demand, protest, proof of notice of nonpayment of all sums, including damages, payable under the Agreement or any notice of any failure on the part of Lessee to perform or comply with any covenant, term or obligation under the Agreement; (b) any requirement for the enforcement, assertion or exercise of any right, remedy, power or privilege under or in respect of the Obligations; (c) any requirement of diligence; (d) any requirement that Lessee be joined as a party to any

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proceedings for the enforcement of any provision of this Guaranty; (e) acceptance of this Guaranty by Owner or any notice of intention to rely hereon; (f) any right to which it may be entitled that the assets of Lessee first be used or depleted in satisfaction of the Obligations; and (g) any agreement that Lessee be sued and all claims against Lessee be completed or adjudicated prior to an action or proceeding being initiated against the Guarantor.

Guarantor hereby waives to the fullest extent permitted by law all other defenses to which Guarantor would be entitled, including, but not limited to the benefit of order set forth in article 1.491 of the Brazilian Civil Code and 261 of the Brazilian Commercial Code, as well as the benefits set forth in articles 1.499, 1.500, 1.502 and 1.503 of the Brazilian Civil Code.

4. - **Additional Assurances**. The Guarantor agrees, at its expense promptly and duly, to execute and deliver to Owner such further documents and assurances and take such further action as Owner may from time to time reasonably request in order more effectively to carry out the intent and purpose of this Guaranty and to establish and protect the rights and remedies created or intended to be created in favor of Owner.

5. - **Rights to Deal with Lessee**. At any time and from time to time, without terminating, affecting or impairing the validity of this Guaranty or the obligations of Guarantor hereunder, Owner may deal with the Lessee in the same manner and as fully as if this Guaranty did not exist and shall be entitled, among other things, to grant Lessee such extension or extensions of time to perform, or to waive any obligation of Lessee to perform, any act or acts as may be deemed by Owner to be advisable; provided, however, that no such waiver or extension shall in any way limit or otherwise affect any of the rights of Owner in respect to Guarantor's obligations hereunder.

6. - **Representations and Warranties**. The Guarantor hereby represents and warrants the following:

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(a) The execution and delivery of this Guaranty, the performance of the Guarantor's obligations hereunder and the consummation of the transactions contemplated hereby, have been duly authorized by corporate action and do not and will not result in any breach of, or constitute a default under, or result in the creation or imposition of any lien of

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any character whatsoever upon any property or assets of the Guarantor under, require any approval or authorization from, registration or filing with or notification to any Person pursuant to any law or any judgment, order, writ, injunction, decree, rule or regulation of any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or any lease, installment sale agreement, indenture, mortgage, deed of trust, loan agreement, evidence of indebtedness, or other agreement or instrument to which the Guarantor is a party or by which it may be bound or to which any of its assets may be subject which would have a material adverse effect on the business or consolidated financial condition of the Guarantor or on the Guarantor's ability to perform its obligations under or consummate the transactions contemplated by this Guaranty.

(b) There are no suits, investigations or other proceedings pending or to the best of Guarantor's knowledge, threatened, the outcome of which could reasonably be expected, at the time hereof, to have a material adverse effect on its financial condition or on its ability to perform its obligations under or consummate the transactions contemplated by its Guaranty.

7. - **Covenants**. Guarantor shall provide Owner with full financial statements (as to annual statements, no later than 120 days after the close of each of Guarantor's fiscal year and as to quarterly statements, no later than 90 days after the close of each fiscal quarter), duly certified by independent auditors (annual only) and each, as in compliance with generally accepted accounting principles, upon request by Owner. Owner agrees to maintain confidentiality of such financial statements unless disclosure is required by law or legal process and disclosure thereof may be made to such accountants, lawyers, other personnel of Owner who have a need to know and to Owner's lender, from time to time, each of whom Owner agrees shall confirm, at Lessee's request, that they will also hold such information confidential.

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Guarantor agrees that it will not consolidate with or merge into any other corporation or convey, transfer or lease all or substantially all of its assets as an entirety to any person or entity unless, (i) the corporation formed by such consolidation or into which Guarantor is merged or the person or entity which acquires by conveyance, transfer or lease all or substantially all of the assets of the company as an entirety (the "Successor") shall be a citizen of the United States; (ii) the Successor shall execute and deliver to Owner a duly authorized, valid, binding and enforceable agreement in form and substance reasonably

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satisfactory to Owner containing an assumption by such successor corporation or person of the due and punctual performance and observance of each covenant and condition of this Guaranty to be performed or observed by Guarantor; (iii) immediately after giving effect to such transaction and as a result of giving effect to such transaction, no default or breach under this Guaranty shall have occurred and be continuing; (iv) the tangible net worth of the Successor (determined in accordance with generally accepted accounting principles) shall be no less than the tangible net worth of the Guarantor as of the delivery of the Aircraft to Lessee under the Lease; and (vi) Guarantor shall have delivered to Owner a certificate signed by the President or any Vice President of Guarantor, and an opinion of counsel satisfactory to Owner, each stating that such consolidation, merger, conveyance, transfer or lease and the assumption agreement mentioned above comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger, or any conveyance, transfer or lease of all or substantially all of the assets of Guarantor in accordance with this Section, the Successor shall succeed to, and be substituted for, and may exercise every right and power of, and shall have every obligation to the same extent as, Guarantor under this Guaranty with the same effect as if such Successor had been named as Guarantor herein. No such conveyance, transfer or lease of all or substantially all of the assets of Guarantor as an entirety shall have the effect of releasing Guarantor or any Successor which shall theretofore have become such in the manner prescribed in this Section from its liability in respect of this Lease. By the foregoing, Guarantor's ability to conduct a public offering of its stock is not restricted.

8. - **Notices**. Any notice, request or demand shall be conclusively deemed to have been given, (i) when properly sent and received by a party by facsimile or telecopier transmission (with written confirmation by mail), (ii) when personally delivered, when sent and received by overnight courier, addressed to each party at its address specified below (or at such other address as such party shall specify to the other party hereto in writing):

if to Owner at:

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Pacific Coast Group, Inc.
3291 N. Buffalo Dr.
Suite 8
Las Vegas, NV 89129

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Attention: Lawrence W. Olson
Telephone: 702 256 8203
Telecopier: 702 256 7209

If to the Guarantor at:

9. - **Waiver of Subrogation**. The Guarantor hereby waives, relinquishes and releases any rights or claims which he may now or hereafter have regarding contribution, subrogation, and/or reimbursement from or by Owner whether directly or indirectly, it being the intent that the Guarantor shall not, in any way, become a creditor of Owner by reason of payment of any sum pursuant to this Guaranty.

10. - **Payments.** The Guarantor shall make all payments hereunder to Owner in United States Dollars in the manner provided in the Agreement. Without limiting the generality of the foregoing, all payments under this Guaranty shall be made free and clear of, and without deduction or withholding for, taxes (and, if the Guarantor is deemed to have a permanent establishment for income tax purposes in another country or countries, such other country or countries taxes), and if the Guarantor is compelled by applicable law to make any such deduction or withholding, the Guarantor will pay additional amounts so that after any deduction or withholding the agreed amounts are received by the parties entitled thereto.

The specification of United States dollars and payment of the Obligations at the designated place of payment is of the essence, and United States dollars shall be the currency of account in all events. The payment Obligations of the Guarantor under this Guaranty shall not be discharged by an amount paid in another currency or in another place, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on conversion to United States dollars and transfer of immediately available funds to the designated place of payment under normal banking procedures does not yield the amount of United States dollars due hereunder.

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11. - **Governing Law, Venue, Jurisdiction and Service of Process.**

This Agreement has been executed and delivered in the country of the United States

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of America and shall in all respects be construed in accordance with and governed by the laws of the State of Nevada, (excluding Nevada conflict of law principles) applicable to contracts made and to be performed wholly within such state of the United States.

The Guarantor hereby irrevocably agrees that, to the extent that it or any of its assets has or hereafter may acquire any right of immunity, as against the Owner or its assignee or their respective successors and assigns, whether characterized as sovereign immunity or otherwise, from any legal proceedings, whether in the United States of America, or Brazil, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment or from attachment in aid of execution upon a judgment, it hereby expressly and irrevocably waives any such immunity. Guarantor irrevocably agrees that any legal suit, action or proceeding arising out of or relating to this Guaranty or the Agreement or any of the transactions contemplated hereby or thereby or any document referred to herein or therein, may be instituted in the State or Federal courts in the State of Nevada, and it hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may have now or hereafter to the laying of the venue or the jurisdiction or the convenience of the forum of any such legal suit, action or proceeding and irrevocably submits generally and unconditionally to the jurisdiction of any such court but only in any such suit, action or proceeding. Final judgment against the Guarantor or Owner in any suit shall be conclusive, and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness or liability of the Lessee or the Owner, as the case may be, therein described; provided always that the plaintiff may, at its option, bring suit or institute judicial proceeding against the Guarantor or the Owner, as the case may be, or any of its assets in the courts of any country or place where the Guarantor or the Lessor, as the case may be, or such assets may be found.

In any action or proceeding relating to this Guaranty or the Agreement, hereby irrevocably and unconditionally appoints, at Guarantor's expense, The Corporation Trust Company of Nevada (the "Guarantor Process Agent"), located at 6100 Neil Road, Suite 500, Reno, Nevada, as its agent to receive on behalf of Guarantor and its property, service of process by certified or registered mail, return receipt requested, at such Guarantor Process Agent's address, of copies of the summons and complaint and any other process which may be served in any action or proceeding in any Court or other proceedings, and, if for any

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reason such Guarantor Process Agent (or any successor Guarantor Process Agent) is unable to act as such, will promptly notify the Owner and will, within thirty days, appoint a successor Guarantor Process Agent in the City of Reno, Nevada (which successor Guarantor Process Agent shall accept such appointment in a writing reasonably satisfactory to Owner prior to the termination for any reason of the appointment of the predecessor Guarantor Process Agent). In any action or proceeding, Guarantor agrees that such service may be made on Guarantor by delivering, by certified or registered mail, return receipt requested, a copy of such process to Guarantor in care of the appointed Guarantor Process Agent at such Guarantor Process Agent's address. Guarantor hereby also irrevocably and unconditionally authorizes and directs such Guarantor Process Agent to accept such service on its behalf. Guarantor hereby unconditionally waives personal service of process and waives the right to a trial by jury in any action under this Guaranty.

Guarantor and Owner hereby elect the courts of the City of Sao Paulo, State of Sao Paulo, Brazil as the competent courts to decide any questions or disputes eventually arising under this Guaranty in case any of the parties chooses to bring judicial proceedings against the other under Brazilian territory.

12. - **Miscellaneous**. If any term of its Guaranty or any application thereof shall be invalid or unenforceable, the remainder of its Guaranty and any other application of such term shall not be affected thereby. The Guarantor shall be obligated to make payment of amounts due as may be specified in a notice issued by Owner addressed to the Guarantor and such payment shall be made within three (3) Business Days thereafter without any demur or delay. Any amount so specified in a notice and signed by Owner shall be conclusive proof as between Guarantor and Owner of the same having become due and Guarantor waives all rights to question or dispute the amount. The Guarantor shall not assign or transfer any of its obligations hereunder without the written consent and approval of Owner. Owner may assign, transfer and convey its Guaranty without the consent of the Guarantor, whereupon such assignment, transfer or conveyance, such assignee or transferee shall have all the rights and benefits of Owner hereunder. The Guarantor acknowledges and consents to the assignment of its Guaranty to Owner's lender as security. The terms of its Guaranty shall not be waived, altered or modified, amended or terminated whatsoever except by written instrument signed by Owner and the Guarantor. This Guaranty shall be binding upon the Guarantor, Owner and their respective heirs, successors and assigns. This Guaranty shall continue in full force and effect and be binding upon the Guarantor and his

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heirs, successors and assigns, until payment in full and performance of all of the obligations of the Lessee guaranteed hereby.

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IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the day first above written.

Guarantor

By: _____
Print name: _____
Title: _____

By: _____
Print name: _____
Title: _____

Witnesses:

By: _____

I.D.: _____

By: _____

I.D.: _____

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APPENDIX A DEFINITIONS

Operating Lease Agreement (Aircraft 22167)

The definitions stated herein shall apply equally to both the singular and plural forms of the terms defined.

"**Acceptable Alternate Engine**" means a Pratt & Whitney Model JT8D-15 engine or an engine of the same manufacturer of the same or a comparable or an improved model, the same or improved modification status, in each case of equivalent or greater value and utility and suitable for installation and use on the Airframe; provided that such engine shall be of same model and manufacturer as the other engine installed on the Airframe.

"**Acceptance Certificate**" means the acceptance certificate for the Aircraft, substantially in the form of Exhibit C to the Lease, signed by Lessee and Lessor on the Delivery Date.

"**Additional Insureds**" means each of the Indemnified Parties, together with each of their respective Affiliates, successors and permitted assigns and each of their respective officers, directors, agents and employees and "Additional Insured" means any of the foregoing.

"**Affiliate**" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, "control" when used with respect to any specified Person means the power generally to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Aircraft**" means the Airframe together with the three(3) Engines and any Spares, (which are any Spare Engine, Spare Parts and Tooling) as may be, by amendment or other supplement to this Lease, leased to Lessee under this Lease.

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"**Aircraft Documents**" means, as applicable, the records, logs, data, manuals and documents listed in Attachment 4 to the Acceptance Certificate and those listed in Exhibit D to this Lease as required to be returned to Lessor by Lessee and as applied to Lessee's obligations during the Term, Lessor's right and ownership of the same and to the obligations of Lessee at return, such term shall also mean the documents referred to in Section 5(b) of the Lease, whether or not so stated.

"**Airframe**" means (i) the Boeing Model 727-243F aircraft bearing manufacturer's serial number 22167 (except Engines or engines from time to time installed thereon) leased under the Lease by Lessor to Lessee pursuant to the Initial Lease Supplement; and (ii) any and all Parts so long as the same shall be incorporated or installed in or attached to such airframe, or so long as title thereto shall remain vested in Lessor in accordance with the terms of the Lease after removal from the Airframe.

"**Airworthiness Directive**" means any airworthiness directive or any other mandatory or recommended regulation, directive or instruction, including mandated or recommended manufacturers' changes, notices and/or service bulletins or airworthiness directives, mandatory or recommended regulations, directives or instructions or changes in law or regulations, issued by the manufacturer, the Registration Authority, the FAA and those issued by any other governmental agency or authority asserting jurisdiction over the Aircraft or over its use, operation or maintenance which may from time to time be issued and which is otherwise required to be carried out on airframes or engines of the same type as the Airframe or Engines in order to meet the requirements of applicable law for the public transport of passengers and/or cargo.

"**Approved Maintenance Provider**" means either: (a) a United States FAA-approved and certificated repair and maintenance facility in good standing under the regulations of the United States FAA; (b) the Lessee, itself, or (c) a repair and maintenance facility approved, in advance, in writing, by Lessor from time to time during the Term.

"**Base Rate**" means in respect of any amount in Dollars where interest is to be calculated, the rate of interest applicable to such amount from time to time during the relevant calculation period which is the offered rate, if any, appearing on page 3750 of the Telerate screen which displays LIBO interest settlement rated for deposits in Dollars of one month's duration for determined at 11:00 am on the date which is two Business Days prior to the

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commencement of the period for which the calculation is made.

"**Basic Rent**" has the meaning set forth in Section 3(b) hereof.

"**Basic Rent Date**" shall mean the 22nd calendar day of each calendar month during the Term and including the date on which the Lessee shall return the Aircraft to Lessor pursuant to the terms of this Lease.

"**Brazil**" means the Federative Republic of Brazil.

"**Business Day**" means any day (other than a Saturday or Sunday) on which banking institutions in Las Vegas, Nevada and Sao Paulo, Brazil are authorized or required by law, regulation or executive order to be open for business.

"**C" Check**" means a "C" Check, as such term is defined in the Maintenance Program relating to the Aircraft.

"**Code**" means the United States Internal Revenue Code of 1986, as currently in effect or hereafter amended.

"**Cycle**" means one take-off and landing of the Aircraft.

"**D" Check**" means a "D" Check, as such term is defined in the Maintenance Program relating to the Aircraft

"**Default**" means any event or condition which, with the giving of notice, lapse of time or both, would become an Event of Default.

"**Delivery Date**" means the date the Aircraft is leased by Lessor to Lessee and accepted by Lessee under the Lease as evidenced by the Acceptance Certificate and the Initial Lease Supplement.

"**Delivery Time**" means the time of delivery of the Aircraft and the Aircraft Documents from Lessor to Lessee on the Delivery Date, as set forth in the Initial Lease Supplement.

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"**Dollars**" and "**U.S. Dollars**" and "**$**" and "**U.S. $**" each means the lawful currency of the United States of America.

"**Engine**" means (i) each of the three (3) Pratt & Whitney Model JT8D-15 engines listed by manufacturer's serial numbers in the Initial Lease Supplement and originally installed on the Airframe whether or not from time to time thereafter installed on such Airframe or installed on any other airframe or on any other aircraft; (ii) the Spare Engine, if any, (iii) any Acceptable Alternate Engine which may from time to time be substituted for an Engine leased under the terms of the Lease; and (iv) any and all Parts incorporated or installed in or attached to such Engine or any and all Parts removed from such Engine so long as title thereto shall remain vested in Lessor in accordance with the terms of Section 8 of the Lease after removal from the Engine (which Parts shall include, but not be limited to, engine accessories, control components specific to Pratt & Whitney Model JT8D-15 engines). Except as otherwise set forth in any Operative Document, at such time as an Acceptable Alternate Engine shall be so substituted, the replaced Engine shall cease to be an Engine. The term "Engines" also means, as of any date of determination, all Engines then leased under the Lease.

"**Equipment**" shall mean the Aircraft, the Airframe and any Engine and/or any Part.

"**Event of Default**" has the meaning set forth in Section 14 of the Lease.

"**Event of Loss**" with respect to the Aircraft, Airframe or any Engine means any of the following events with respect to such property: (i) the loss of such property or of the use thereof due to the destruction of or damage to such property which renders repair uneconomic or which renders such property permanently unfit for normal use for any reason whatsoever; (ii) any damage to such property which results in an insurance settlement with respect to such property on the basis of a total loss or a constructive or compromised total loss; (iii)(a) the theft, hijacking or disappearance of such property for a period in excess of 5 consecutive days or, if earlier, beyond the Lease Expiry Date or (b) the confiscation, condemnation or seizure of, or requisition of title to, or use of, such property by any governmental or purported governmental authority which shall have resulted in the loss of possession of such property or loss of title by Lessor, as the case may be, for a period in excess of 5 consecutive days or, if earlier, beyond the Lease Expiry Date; (iv) any "grounding" of the Aircraft, or inability to operate the Aircraft, for a period of 30 days or more or, if earlier,

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beyond the Lease Expiry Date, due to actions by any governmental body; or (v) the operation or location of the Aircraft in any area excluded from coverage by any insurance policy in effect with respect to such property. An Event of Loss with respect to the Aircraft shall be deemed to have occurred if an Event of Loss occurs with respect to the Airframe.

"**Expenses**" means any and all liabilities, obligations, losses, damages, penalties, claims (including, but not limited to, negligence, strict or absolute liability, liability in tort and liabilities arising out of violation of laws or regulatory requirements of any kind), actions, suits, out-of-pocket costs, expenses and disbursements (including reasonable legal fees and expenses and all costs and expenses relating to amendments, supplements, waivers and consents to and under the Operative Documents).

"**FAA**" means the United States Federal Aviation Administration and including all other agencies of the United States government having authority over the airworthiness, registration, operation and use standards for civil aircraft registered in the United States.

"**FAR**" means United Stated Federal Aviation Regulations.

"**Final Inspection**" has the meaning set forth in paragraph 13 of Exhibit E to the Lease.

"**Guarantor**" means each of Transportadora Sulista S.A., a company organized in Brazil, Alfredo Meister Neto, an individual person and citizen of Brazil, and Amadeu Bruning, an individual person and citizen of Brazil, each of whom/which shall execute and deliver a Guaranty.

"**Guaranty**" means the agreement of unconditional guaranty executed and delivered by each Guarantor, in the form of Exhibit G to the Lease.

"**Hour**" means each 60 minute period or portion thereof occurring during each Cycle.

"**Indemnified Parties**" means each of Lessor, Lessor's Lender, Stambaugh Aviation Incorporated, LAL Aircraft Leasing Projekt Nr. 6 GmbH, Lufthansa Cargo AG, Lufthansa Cargo India Ltd. and any of their respective Affiliates, successors, assigns, agents, servants, directors, officers and employees of each of the foregoing and "Indemnified Party" means any

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of the foregoing.

"**Initial Lease Supplement**" means Lease Supplement No. 1, substantially in the form of Exhibit A to the Lease, to be entered into between Lessor and Lessee on the Delivery Date for the purpose of leasing the Aircraft and the Aircraft Documents under and pursuant to the terms of the Lease.

"**Insurances**" shall have the meaning specified in Section 11(a) of the Lease and as further described in Exhibit F hereof.

"**Lease**" means the Operating Lease Agreement (Aircraft 22167) dated as of the date stated in the Lease Supplement as the date of the Lease Agreement between Lessor and Lessee, including all annexes, supplements and exhibits thereto, all as amended, modified or supplemented from time to time in accordance with the applicable provisions thereof.

"**Lease Expiry Date**" means the expiration date of this Lease, which shall be the day of the month corresponding to the sixtieth (60th) monthly anniversary of the Delivery Date immediately succeeding the Delivery Date. Such date shall be set forth in the Initial Lease Supplement.

"**Lease Supplement**" means the Initial Lease Supplement and any subsequent Lease Supplement entered into in accordance with the terms of the Lease.

"**Lessee**" means Total Linhas Aereas S.A., a corporation duly organized and existing under the laws of Brazil, and its successors and permitted assigns.

"**Lessee Documents**" means the Lease, any Lease Supplement the Acceptance Certificate, and any other documents executed by Lessee in connection with the transactions contemplated by the Lease.

"**Lessor**" means Pacific Coast Group, Inc., a corporation duly organized and existing under the laws of the State of Nevada, U.S.A., together with its successors and assigns.

"**Lessor Documents**" means the Lease, any Lease Supplement and any other documents executed by Lessor in connection with the transactions contemplated by the Lease.

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"**Lessor Liens**" means any Lien or disposition of title arising as a result of (i) claims against Lessor not related to the transactions contemplated by the Operative Documents, or (ii) any act or omission of Lessor which is not related to the transactions contemplated by the Operative Documents or constitutes a breach by Lessor of any of the terms of the Operative Documents.

"**Lessor's Lender**" means a banking or other financial institution from time to time identified by Lessor to Lessee be separate writing, in whose favor the Mortgage is granted by Lessor, including such other holder of a security interest in the Aircraft and/or assignee of this Lease (or any interest therein), which security interest and/or assignment was acquired in exchange for financing provided to Lessor to acquire the Aircraft or to refinance Lessor's acquisition of the Aircraft.

"**Lien**" means any mortgage, pledge, lien, charge, right of detention, right of set-off, encumbrance, lease, exercise of rights, or other security interest of any kind whatsoever and howsoever created (including, without limitation, any conditional sale or other title retention agreements) or claim.

"**Life-Limited Component**" means any Part (other than a complete Engine, complete landing gear, complete APU or complete Airframe) which has a useful life measured in accordance with the applicable manufacturer's guidelines and recommendations by hours, cycles or calendar time (whichever is the more limiting factor).

"**Maintenance Program**" means a maintenance program (and all amendments thereto) in respect to the Aircraft approved by the Registration Authority and the Lessor, in writing, which program will, in all material respects, incorporate a maintenance and inspection program for the Aircraft which is in compliance with the Aircraft manufacturer's maintenance and inspection program and SRM (structural repair manual), including, without limitation, a program encompassing scheduled maintenance of the Airframe, Engines and Parts, including, but not limited to, servicing, testing, preventive maintenance, condition monitored maintenance, repairs, structural inspections, system checks, overhauls, approved modifications, mandatory service bulletins, engineering orders, airworthiness directives, corrosion control (CPCP), inspections and treatments.

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"**Manufacturer**" means Boeing, with respect to the Aircraft, as whole, and the respective manufacturers of the Engine, and all Parts.

"**Mortgage**" means any deed of mortgage or security agreement or any successor mortgage or security agreement covering the Aircraft between Lessor and Lessor's Lender.

"**Other Lease**" means the operating lease agreement entered into between Lessor as lessor and Lessee as lessee in respect of one Boeing 727-200 aircraft bearing manufacturer's serial number 22053.

"**Operative Documents**" means each of, the Lease, any Lease Supplement, the Acceptance Certificate, each Guaranty and any other documents, amendments or instruments executed in connection with the transactions contemplated by the Lease.

"**Overdue Rate**" means a rate per annum equal to 10% over the Base Rate, but in no event shall such Overdue Rate exceed such rate as permitted by applicable law.

"**Parts**" means all appliances, parts, instruments, avionics, appurtenances, accessories, furnishings and other equipment of whatever nature (other than complete Engines or engines) that at any time of determination are incorporated or installed in or attached to the Airframe or any Engine or the title to which remains vested in Lessor in accordance with Section 8 of the Lease. Except as otherwise set forth in any Operative Document, at such time as a replacement part shall be substituted for a Part, the Part so removed shall cease to be a Part hereunder.

"**Permitted Liens**" means any Lien of the type described in clauses (i) through (iv) of Section 6 of the Lease.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"**Registration Authority**" means the Brazilian Civil Aviation Department and the Brazilian Aeronautical Registry with authority over the registration, operation and use of civil aircraft registered in Brazil and such other Brazilian governmental authorities from time to

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time vested with the control and supervision of civil aviation activities and aviation law, or having jurisdiction over the registration, airworthiness, operation of or other matters relating to the Aircraft or civil aviation in Brazil.

"**Rent**" means, collectively, Basic Rent and Supplemental Rent.

"**Return Date**" means the date of return of the possession of the Aircraft, the Aircraft Documents and any other documents referenced in Section 5(b) of the Lease, from Lessee to Lessor at the end of the Term or upon Lessor taking possession thereof pursuant to Section 15 of the Lease, as such date may be adjusted pursuant to the terms of the Operative Documents.

"**Return Location**" has the meaning specified therefor in Section 5 of the Lease.

"**Security Deposit**" has the meaning specified therefor in Section 3 of the Lease.

"**Spare Engine**" shall mean that certain engine identified by serial number as may be delivered and leased to Lessee under separate amendment or supplement to this Lease.

"**Spare Parts and Tooling**" shall mean those certain aircraft spare parts and tooling as may be delivered and leased to Lessee under separate amendment or supplement to this Lease.

"**Spares**" shall mean the Spare Engine and Spare Parts and Tooling, collectively.

"**Stipulated Loss Value**" means U.S. $7,000,000 throughout the Term.

"**Supplemental Rent**" means all amounts, liabilities, and obligations (other than Basic Rent) which Lessee agrees to pay under the Lease or under any other Operative Document to Lessor or others. The parties acknowledge that Supplemental Rent is a general category and, accordingly, agree that any provision of any Operative Document which calls for the payment of Supplemental Rent and also calls for the payment of specific items which are includable in Supplemental Rent is not to be interpreted as requiring any double payment.

"**Taxes**" means any and all fees (including, without limitation, license, documentation and registration fees), taxes (including, without limitation, income, gross receipts, sales, rental, use, turnover, value-added, property (tangible and intangible), excise, franchise, capital, doing

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business and stamp taxes), licenses, levies, imposts, duties, recording charges or fees, charges, assessments, or withholdings of any nature whatsoever, together with any assessments, penalties, fines, additions to tax and interest thereon (each, individually a "Tax").

"**Term**" has the meaning set forth in Section 3 of the Lease and shall mean the Base Term.

"**Transaction**" means all the transactions and activities referred to in or contemplated by the Lease.

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AMENDMENT AGREEMENT NO. 4

This Amendment Agreement No. 4 is dated as of June 30, 2003 (this "Amendment Agreement No. 4") and is between Total Linhas Aereas S.A., a corporation duly organized under the laws of Brazil ("Lessee"), and Pacific Coast Group, Inc., a corporation duly organized under the laws of the State of Nevada, U.S.A. (together with its successors and assigns, "Lessor").

WHEREAS, Lessor and Lessee have heretofore entered into:

(a) that certain Operating Lease Agreement (Aircraft 22053) dated as of October 23, 2000 covering a certain Boeing Model 727-243F aircraft bearing manufacturer's serial number 22053 and Brazilian registration marks PT-MTQ more fully described therein ("Aircraft 22053");

(b) that certain Operating Lease Agreement (Aircraft 22167) dated as of November 14, 2000 covering a certain Boeing Model 727-243F aircraft bearing manufacturer's serial number 22167 and Brazilian registration marks PT-MTT more fully described therein ("Aircraft 22167")

together, as amended to date including by the following amendment documents, the "Leases" and Aircraft 22053 and Aircraft 22167, the "Aircraft";

(c) Amendment No. 1 to Aircraft Operating Lease Agreement dated October 23, 2000 amending the Lease described under (a) above (adding the Spares to such lease);

(d) Letter Agreement dated October 23, 2000 amending Aircraft Operating Lease Agreement dated October 23, 2000 (providing for the Security Deposit under the Lease to apply to the Spares) ;

(e) Amendment Agreement dated March 21, 2001 amending the Leases (providing for identification of terms of the Leases applicable to the Spares);

(f) Amendment Agreement No. 2 dated March 21, 2001 amending the Leases (providing for the dates for payment of Basic Rent and Maintenance Reserves);

(g) Amendment No. 3 dated February 25, 2002 amending the Leases (whereunder Basic Rent for each Aircraft and the Spares was reduced, the Lease Expiry Dates for each Aircraft and the Spares was modified, the Stipulated Loss Value of each

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Aircraft was reduced on a stepped basis, and the Security Deposit amounts under the Leases was reduced).

(h) Letter Agreement dated May 14, 2002 (relating to substitution of an engine on Aircraft 22053);

WHEREAS, Lessor and Lessee have heretofore entered into that certain Letter Agreement dated June 2, 2003 which contemplates further amendments to the Leases and whereunder Lessor and Lessee have made additional agreements with respect to the Aircraft and arrearages under the Leases (the "Third Letter Agreement");

WHEREAS, pursuant to the Third Letter Agreement, Lessor and Lessee desire to set forth in this Amendment Agreement No. 4 their further agreements with respect to amending the Leases having effect from and after the date first shown above (the "Effective Date").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. All capitalized terms used herein, but not otherwise defined herein shall be as defined in the Leases.

2. Pursuant to the Third Letter Agreement, Lessor and Lessee agreed that the Term of each of the Leases (including as amended by Amendment Agreement No. 3 dated February 5, 2002) shall be amended to be a total of 154 months after the respective Delivery Date for each Aircraft under each Lease. Pursuant thereto, the following amendments to the Leases are hereby agreed by Lessor and Lessee:

(a) From and after the Effective Date, the definition of "Lease Expiry Date" in Appendix A to each of the Leases is hereby amended and restated in its entirety as follows:

"**Lease Expiry Date**" means the expiration date of this Lease, which shall be the day of the month corresponding to the day immediately prior to the one hundred and fifty fifth (155th) monthly anniversary of the Delivery Date immediately succeeding the Delivery Date."

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(b) From and after the Effective Date, the Lease Expiry Date as set forth in the Lease Supplement for each Aircraft is hereby amended to be September 3, 2013 for Aircraft 22053 and October 6, 2013 for Aircraft 22167.

(c) The Lease Expiry Date for the Spares shall be October 6, 2013.

3. Pursuant to the Third Letter Agreement, Lessor and Lessee agreed that from and after the Basic Rent Date of April 22nd, 2003 under each of the Leases, (i) all payments of Basic Rent throughout the remainder of the Term of each Lease shall be paid monthly, in advance, on the 22nd day of each month for the remainder of the Term of each Lease, as amended hereby and (ii) Basic Rent for each Aircraft for the remainder of the Term of each Lease shall be modified as specified in the Third Letter Amendment. Pursuant thereto, the following amendments to the Leases are hereby agreed by Lessor and Lessee:

(a) From and after the Effective Date, Section 3(b) of each of the Leases is amended and restated in its entirety as follows:

"(b) **Basic Rent**. Lessee shall pay to Lessor basic rent ("Basic Rent") monthly, in advance, on each Basic Rent Date (the 22nd of each calendar month) during the Term, in the amount of (i) US$62,000 for the period commencing with the April 22nd, 2003 Basic Rent Date and ending with (and inclusive of) the February 22nd, 2005 Basic Rent Date, (ii) US$75,000 for the period commencing with the March 22nd, 2005 Basic Rent Date and ending with (and inclusive of) the February 22nd, 2010 Basic Rent Date, and (iii) US$55,000 for the period commencing with the March 22nd, 2010 Basic Rent Date through the remainder of the Term and through the date on which the Aircraft is returned to Lessor under this Lease. Such monthly amount shall be prorated for any partial month on the basis of a 30-day month."

4. Pursuant to the Third Letter Agreement, Lessor and Lessee hereby agree that the Spares Basic Rent under each of the Leases is reduced from the fixed amount of US$44,000 per three-month period to US$30,000 per three month period and payable quarterly, in advance, beginning with the Basic Rent Date of February 22, 2003 for the Spares.

5. Pursuant to the Third Letter Agreement, Lessor and Lessee agree that the Security Deposit required under the Leases shall be reduced to a total, between the two Leases, of US$372,000. The difference between such combined amount for the Security Deposits for the two Leases, combined, and the actual amount held

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by Lessor between the two Leases of US$800,000, shall be applied by the Lessor to past due amounts under the Leases as set forth in the Third Letter Agreement.

6. Pursuant to the Third Letter Agreement, from and after July 2002, Lessor and Lessee agree that Lessee may suspend payment of Maintenance Reserves payable for "C"Checks (US$12,500 per month) until after the performance of the next scheduled "C"Check falling after the Effective Date. After the performance thereof, the Maintenance Reserve rate going forward for "C" Checks for the remainder of the Term shall be established by Lessor based on actual costs of the performance of such performed scheduled "C" Check and Lessee shall once again, and for the remainder of the Term, pay a Maintenance Reserve amount for "C" Checks so established by Lessor. Notwithstanding the suspension of payment of Maintenance Reserves for the "C" Check as set forth herein, Lessee shall be responsible for all costs of the performance of such next "C" Check in excess of Maintenance Reserves paid in by Lessee prior to the suspension of payments set forth this Section 6.

7. Pursuant to the Third Letter Agreement, from and after May 1, 2003, Lessor and Lessee agree that Lessee may suspend the payment of Maintenance Reserves payable for "D"Checks (US$7,500 per month) for the remainder of the year 2003 (until January 1, 2004). After such date, the Maintenance Reserve rate going forward for "D" Checks for the remainder of the Term shall be established by mutual agreement of Lessor and Lessee based on industry standard costs (taken from a third party maintenance provider selected by Lessor) and, commencing in the month of February 2004 (for operation in January 2004), Lessee shall once again, and for the remainder of the Term, pay a Maintenance Reserve amount for scheduled "D" Checks based on the rate so determined. Notwithstanding the suspension of payment of Maintenance Reserves for the "D" Check as set forth herein, Lessee shall be responsible for all costs of the performance of "D" Checks in excess of Maintenance Reserves paid in by Lessee.

8. Pursuant to the Third Letter Agreement, from and after May 1, 2003 through the end of the Term, Lessor and Lessee agree that Lessee may suspend the payment of Maintenance Reserves payable for the landing gear (US$10 per Aircraft flight hour). Notwithstanding the suspension of payment of Maintenance Reserves for the landing gear as set forth herein, Lessee shall be responsible for all costs of landing gear overhaul in excess of Maintenance Reserves paid in by Lessee.

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9. Lessor and Lessee acknowledge that the Third Letter Agreement contains further agreements of Lessor and Lessee affecting the Aircraft and Spares including, without limitation, certain agreements of Lessor to advance funds for Lessee's maintenance obligations under the Leases and terms of repayment by Lessee. Notwithstanding such additional agreements of Lessor, no amounts shall be paid or advanced by Lessor pursuant to the Third Letter Agreement if, at the time of such payment, an Event of Default exists and is continuing under the Leases.

10. Lessee hereby undertakes to delivery to Lessor, within thirty (30) days as from the Effective Date, evidence satisfactory to Lessor of issuance of each approval, license and consent which may be required in relation to, or in connection with the amendments provided for in this Amendment Agreement No. 4 and the Third Letter Agreement, including, without limitation, (a) the appropriate amendment to the Registry of Financial Operations – ROF and respective Schedule of Payments previously issued by the Central Bank of Brazil for each of the Leases; (b) the appropriate amendment to the Import Declaration (*Declaração de Importação*) and the Import Certificates (*Comprovantes de Importação*) previously issued by the federal customs authorities for each of the Aircraft; (c) the approval for this Amendment Agreement No. 4 by the Coordinating Commission for Civil Air Transportation – COTAC; and (d) evidence of registration of this Amendment Agreement No. 4, together with its sworn translation into Portuguese with the Brazilian Aeronautical Registry ("RAB"). Lessee further undertakes to deliver to Lessor, within twenty (20) days as from the Effective Date evidence of registration of this Amendment Agreement No. 4, together with its sworn translation into Portuguese with the appropriate Public Registry of Deeds.

11. It is hereby clarified that by entering into this Lease Amendment Agreement No. 4 it is not the intention of the parties to novate the existing obligations under the Lease. Accordingly, this Lease Amendment Agreement No. 4 should not be construed or regarded as a novation for purposes of Article 360 and seq of the Brazilian Civil Code.

12. Neither Lessee nor Lessor is subject to the Brazilian Consumers Protection Code (Law No. 8078 of September 11, 1990) with respect to its obligations under the Lease, and Lessee acknowledges and agrees that its obligations hereunder are not leonine or abusive.

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13. Lessee hereby acknowledges and agrees that Basic Rent and all other amounts due by Lessee hereunder have been broadly negotiated and discussed in good-faith with Lessor and that the amounts due by Lessee to Lessor hereunder reflect fair market values not subject to dispute.

14. Save as provided for herein, the Leases and all provisions thereof shall continue in full force and effect as the legal, valid and binding right and obligations of each of Lessor and Lessee enforceable in accordance with their respective terms.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment Agreement No. 4 to be duly executed on the day and year first above written.

TOTAL LINHAS AEREAS S.A., Lessee

By:
Title:

PACIFIC COAST GROUP, INC., Lessor

By: Fernando R. de Almeida Prado
Title: Attorney

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TRANSPORTADORA SULISTA S.A.

By:
Title:

ALFREDO MEISTER NETO

ID:

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Reconheço por verdadeira a(s) firma(s) de alfredo meister neto e fer-nando bruning
(Sendo que o documento para produzir efeito no Brasil e para valer contra terceiros, deverá ser oficialmente traduzido para o português) do que dou fé.
Clba. Uberaba 24 de julho de 2003
Em test° da verdade.
AYDEE SANTOS LOPES TREVISANI - Escrevente
DIRCE REGINA DOS SANTOS LADA - Escrevente
MARISTELA LADA DE OLIVEIRA - Escrevente
MARILENE VARCHAKI FREITAG - Escrevente

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8.º Cartório de Notas da Capital - SP - Tabelião Bel. Douglas Eduardo Dualibi
Rua XV de Novembro, 193 - Centro - CEP 01013-001 - PABX: (11) 3241-0322 / Fax: (11) 3106-1252
Reconheço por SEMELHANÇA a(s) firma(s) de: FERNANDO RUIZ DE ALMEIDA PRADO. . . .
que confere(m) com os padrões depositados neste cartório
Pago R$3,50 EM TEST. DA VERDADE 7&&/7&&
SÃO PAULO, 29 de julho de 2003 'Rec.Semelhança com valor 25262950521010703202O-077' Válido somente com o selo de

ROSALINA PROENÇA DE AZEVEDO Escrevente

Colégio Notarial do Brasil-SP FIRMA VALOR ECONOMICO 1 1026AA019135

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8.º Cartório de Notas da Capital - SP - Tabelião Bel. Douglas Eduardo Dualibi
Rua XV de Novembro, 193 - Centro - CEP 01013-001 - PABX: (11) 3241-0322 / Fax: (11) 3106-1252

Reconheço por SEMELHANÇA a(s) firma(s) de: CARLA ROBERTA LAMBERTI GRILLO, MARIA DO ROSARIO PEREZ VILAS, , , , xxxx

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AIRCRAFT LEASE AGREEMENT 22007

dated as of June 12, 2002

between

AVIATION CAPITAL GROUP CORP.

(as Lessor)

- and -

TOTAL LINHAS AÉREAS S/A
(as Lessee)

- relating to –

One 1980 Boeing 727-2A1HK Cargo Aircraft, Manufacturer's Serial Number 22007, equipped with three Pratt & Whitney JT8D-15A

THIS AIRCRAFT LEASE AGREEMENT 22007 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. TO THE EXTENT THAT THIS AIRCRAFT LEASE AGREEMENT 22007 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS AIRCRAFT LEASE AGREEMENT 22007 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART CONTAINING THE RECEIPT EXECUTED BY LESSOR OR, IF LESSOR HAS ASSIGNED ITS RIGHTS TO A THIRD PARTY IN ACCORDANCE WITH THIS AIRCRAFT LEASE AGREEMENT 22007, SUCH THIRD PARTY ON THE SIGNATURE PAGE OF THIS AIRCRAFT LEASE AGREEMENT 22007.

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AIRCRAFT LEASE AGREEMENT 22007

This **AIRCRAFT LEASE AGREEMENT 22007** (this "Agreement") is dated as of June 12, 2002 and made between:

(1) AVIATION CAPITAL GROUP CORP., a Delaware corporation, having its principal place of business at 800 Newport Center Drive, Suite 425, Newport Beach, California 92660, U.S.A. (hereinafter referred as "Lessor"), and

(2) TOTAL LINHAS AÉREAS S/A, a company (*Sociedade Anônima*) organized and existing under the laws of Brazil having its principal place of business at Rua Boaventura, 2312 Hangar 6, Jaragua, Belo Horizonte, Minas Gerais, CEP-31270-310 Brazil (hereinafter referred as "Lessee").

RECITAL:

Lessor owns the Leased Property (as that term is defined in Section 1.1 hereof) and wishes to lease the Lease Property to Lessee, and Lessee agrees to take on lease the Leased Property from Lessor, upon and subject to the covenants, terms and conditions set out in this Agreement.

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NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration whose receipt and sufficiency are acknowledged, Lessor and Lessee agree as follows:

1. DEFINITIONS and INTERPRETATION

1.1 Definitions

In this Agreement the following expressions shall, unless the context otherwise requires, have the following respective meanings:

Actual Cost	as it applies to any maintenance work on the Aircraft, means the actual cost of replacement parts plus the cost of the associated labor at Lessee's in-house labor rates (if the work is performed by Lessee) or at third party costs charged to Lessee (if the work is performed by third parties) and shall in no event include late charges, mark-ups, interest or other similar amounts.
Additional Mortgage	as defined in Section 14.3 hereof.
Additional Mortgagee	as defined in Section 14.3 hereof.
Additional Rent	collectively, Airframe Additional Rent, APU Additional Rent, Engine Additional Rent, Engine LLPs Additional Rent and Landing Gear Additional Rent.
Affiliate	in relation to any Person, any other Person controlled directly or

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	indirectly by that Person, any other Person that controls directly or indirectly that Person or any other Person under common control with that Person. For this purpose "control" of any Person means ownership of a majority of the voting power of such Person.
Agreed Maintenance Performer	Lessee or any other reputable Manufacturer, airline or maintenance organization that is (i) experienced in maintaining aircraft and/or engines of the same type as the Aircraft and the Engines, (ii) duly certificated by the FAA under FAR Part 145 and/or by the JAA under JAR Part 145, and by the Aviation Authority, and (iii) not objected to by Lessor pursuant to Section 7.5.
Agreed Value	US$8,000,000.00 (Eight Million US Dollars).
Aircraft	the aircraft described in Part 1 of Schedule 1 (which term includes, where the context admits, all Engines, Parts and Aircraft Documents).
Aircraft Documents	the documents, data and records identified in Part 2 of Schedule 1 and all additions, renewals, revisions and replacements from time to time made in accordance with this Agreement.
Airframe	The Aircraft, excluding the Engines and the Aircraft Documents.
Airframe Additional Rent	as defined in Section 5.4(a).
Airframe Additional Rent Rate	The fixed amount of US$20,000.00 (Twenty Thousand United States Dollars) per month
Airframe Manufacturer	The Boeing Company
Airframe Reimbursable Expenses	as defined in Section 7.2(a)(i).
Applicable Law	all applicable (i) laws, treaties and international agreements of any national government, (ii) laws of any state, province, territory, locality or other political subdivision of a national government, and (iii) rules, regulations, judgments, decrees, orders, injunctions, writs, directives, licenses and permits of any Government Entity or arbitration authority.
Approved Maintenance Program	the maintenance program of Lessee approved by Lessor in writing on or before the Delivery Date, which shall at all times be in compliance with the Airframe Manufacturer's MPD and the Engine Manufacturer's MPD, as the same may be amended

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from time to time in accordance with this Agreement.

APU	(i) the auxiliary power unit listed in Schedule 1, (ii) any and all Parts, so long as such Parts are incorporated in, installed on or attached to such auxiliary power unit or so long as title to such Parts is vested in Lessor in accordance with the terms of Section 8.17 after removal from such auxiliary power unit, and (iii) insofar as the same belong to Lessor, all substitutions, replacements or renewals from time to time made in or to such auxiliary power unit or to any of the Parts referred to in clause (ii) above, as required or permitted under this Agreement.
APU Additional Rent	as defined in Section 5.4(a)(v).
APU Additional Rent Rate	US$10.00 (Ten US Dollars) per APU Hour.
APU Reimbursable Expenses	as defined in Section 7.2(e)(i).
ATC / Airport Authority	any air traffic control authority, including Eurocontrol and Infraero, and any airport authority with jurisdiction over any aircraft operated by Lessee or any sublessee.
Aviation Authority	any and all Government Entities that, under the laws of the State of Registration, from time to time (i) have control or supervision of civil aviation; or (ii) have jurisdiction over the registration, airworthiness or operation of, or matters relating to, the Aircraft.
Basic Rent	all amounts payable pursuant to Section 5.3.
Basic Rent Amount	US$87,500.00 (Eighty Seven Thousand, Five Hundred US Dollars) per Rental Period.
Business Day	a day (other than a Saturday or Sunday or holiday, which the banks are closed) on which business of the nature required by this Agreement is carried out in the city in which Lessee's office listed in Section 16.10(b) is located.
C-Check	a maintenance check on the Airframe under the Approved Maintenance Program designated as a "C" check and consisting of full and complete zonal, systems and structural check including the corresponding lower checks ("A" and "B" or equivalent) and any other maintenance and inspections tasks that are a part of such checks, all in accordance with the Approved Maintenance Program, or if the Approved Maintenance Program changes and no longer refers to a full and complete zonal, systems and structural block "C" check, then a check consisting of those items of maintenance characterized by

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the MPD and best industry practice as a "C" check (or its equivalent), but in any event not including repairs arising as the result of operational or maintenance mishandling or accidental damage.

CER	a complete engine refurbishment, including with respect to any Engine the complete visual inspection and repair as necessary of all modules of the Engine in an engine repair/overhaul station, including complete disassembly of the Engine, complete visual inspection of the Engine, de-blading of LLPs as required, visual inspection of all LLPs, verification that all snap diameters on LLPs are within limits, inspection of all blades for proper chord dimensions and cracking, repair or replacement of all blades below minimums, inspection and repair of stators as necessary, blade-up of LLPs using new lock plates, assembly of rotors in the turbine, balance of all rotors, and installation of rotors in the Engine.
Certificate of Acceptance	a certificate in the form attached as Exhibit A to be completed and executed by Lessor and Lessee at the time of Delivery.
Certificate of Delivery Condition	a certificate in the form attached as Exhibit B to be completed and executed by Lessor and Lessee at the time of Delivery.
Code	Internal Revenue Code of 1986, as amended.
Commitment Fee	US$87,500.00 (Eighty Seven Thousand Five Hundred United States Dollars).
CPCP	Lessee's Corrosion Prevention and Control Program that is a part of the Approved Maintenance Program.
Credit Agreement	Collectively any loan or credit agreement between Lessor and any Financing Party in which the obligations of Lessor are secured by a Security Interest in any of the Leased Property or this Agreement.
Cycle	One take-off and one landing of an airframe.
DAC	means the Department of Civil Aviation of the Ministry of Aeronautics of Brazil, and any Brazilian person, governmental department, bureau, commission or agency succeeding to the functions of the foregoing.
Damage Notification Threshold	US$250,000.00 (Two Hundred Fifty Thousand United States Dollars).
Default	any Event of Default and any event which with the giving of notice, lapse of time, determination of materiality or fulfillment of other condition or any combination of the foregoing would

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constitute an Event of Default.

Default Rate	at any time and from time to time, 4.0% plus LIBOR, compounded monthly and calculated on the basis of the actual number of days elapsed and on a 360 day year.
Delivery	the delivery of the Aircraft to Lessee in accordance with the terms of this Agreement.
Delivery Date	the date on which Delivery takes place, which shall be the Scheduled Delivery Date or such other date notified by Lessor to Lessee in accordance with the provisions of this Agreement.
Delivery Location	a location in the continental United States or Western Europe mutually agreeable to Lessor and Lessee.
Dollars and $ and US Dollars and United States Dollars	The lawful currency of the United States of America.
Engine	whether or not installed on the Aircraft: (a) each engine of the manufacture, model and serial number specified in Part 1 of Schedule 1, title to which shall belong to Lessor; or (b) any engine which replaces that engine, title to which passes to Lessor in accordance with Section 8.17(a); and in each case includes all modules and Parts from time to time belonging to, installed in or appurtenant to that engine.
Engine Additional Rent	as defined in Section 5.4(a)(ii).
Engine Additional Rent Rate	US$65.00 (Sixty Five US Dollars) per Engine, per Flight Hour or Cycle, whichever is greater.
Engine LLP Additional Rent	as defined in Section 5.4(a)(iii).
Engine LLP Additional Rent Rate	US$35.00 (Thirty Five United States Dollars) per engine, per Flight Hour or Cycle, whichever is greater.
Engine LLP Reimbursable Expenses	as defined in Section 7.2(c)(i).
Engine Loss	the occurrence, with respect to an Engine, of one of the events set forth in clauses (a) through (d) of the definition of "Total Loss" as if references to the "Airframe" were to such "Engine".

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Engine Loss Date	the relevant date determined in accordance with the definition of "Total Loss Date" as if that definition applied to an Engine Loss.
Engine Manufacturer	Pratt & Whitney
Engine Reimbursable Expenses	as defined in Section 7.2(b)(i).
Engine Shop Visit	a shop visit requiring disassembly of an Engine (but excluding for this purpose any removal, installation, maintenance and repair of "Quick Engine Change" kits) and during which there shall be performed a hot section restoration or repair or a cold section restoration or repair or a replacement of LLPs.
Equipment Change	any modification, alteration, addition to or removal from the Aircraft during the Term.
Eurocontrol	the European Organization for the Safety of Air Navigation.
Event of Default	an event specified in Section 13.1.
Excusable Delay	with respect to delivery of the Aircraft, delay or non-performance due to or arising out of acts of God or public enemy, civil war, insurrection or riot, fire, flood, explosion, earthquake, serious accident, epidemic, terrorist attacks, quarantine restriction, import restriction, any act of government, governmental priority, allocation, regulation or order affecting directly or indirectly, the Aircraft, any manufacturer, Lessor or any materials or facilities, strike or labor dispute causing cessation, slowdown or interruption of work, inability after due and timely diligence to procure equipment, data or materials from manufacturers, suppliers, any existing owner, seller or lessee in a timely manner, damage, destruction or loss, adverse weather conditions preventing any services, inspections or flights of the Aircraft or any other cause to the extent that such cause is beyond the control of Lessor, whether above mentioned or not and whether or not similar to the foregoing.
Expiry Date	the Scheduled Expiry Date or, if earlier, the date on which: (a) the Aircraft has been redelivered in accordance with this Agreement and all obligations of Lessee have been satisfied; or (b) Lessor receives the Agreed Value following a Total Loss and any other amounts then due and owing in accordance with this Agreement.

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FAA	the Federal Aviation Administration of the U.S. Department of Transportation, or any successor Government Entity succeeding to the functions thereof.
Financial Indebtedness	any indebtedness in respect of: (a) moneys borrowed; (b) any liability under any debenture, bond, note, loan stock, acceptance credit, documentary credit or other security; (c) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession; or (d) the capitalized value (determined in accordance with accounting practices generally accepted in the United States of America) of obligations under finance leases; or (e) any guarantee, indemnity or similar assurance against financial loss of any Person in respect of the above.
Financing Parties	collectively (i) each Lender, (ii) each Mortgagee, (iii) any Additional Mortgagee, (iv) any Person that lends money to Lessor and for whom an Additional Mortgagee holds a Security Interest in the Leased Property, and (v) the successors and permitted assigns of such Persons.
Flight Hour	each hour or part thereof (rounded up to one decimal place) elapsing from the moment the wheels of the Airframe leave the ground on take off until the moment the wheels of the Airframe next touch the ground.
GAAP	generally accepted accounting principles as in effect from time to time in the State of Organization and, subject to changes in such principles from time to time, consistently applied in accordance with the past practices of a Person.
Government Entity	(a) any national, state or local government, political subdivision thereof or local jurisdiction therein; (b) any board, commission, department, division, instrumentality, court, agency or political subdivision thereof; and (c) any association, organization or institution of which any of the above is a member or to whose jurisdiction any thereof is subject or in whose activities any of the above

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is a participant.

Habitual Base	Brazil or, subject to the prior written consent of Lessor, any other state, province or country in which the Aircraft is for the time being habitually based.
Hull Insurance Deductible	US$250,000 (Two Hundred Fifty Thousand United States Dollars).
IATA	The International Air Transport Association.
Indemnitees	Lessor, any Financing Party, the respective successors and assigns of such Persons and the shareholders, members, partners, Affiliates, directors, officers, employees, agents and servants of such Persons.
Insurances	as defined in Section 9.1.
JAA	the Joint Aviation Authorities of the European Civil Aviation Conference.
JAR	the Joint Aviation Regulations for the time being in force, issued by the JAA.
Landing Gear	the landing gear assembly of the Aircraft excluding the wheels and brake units.
Landing Gear Additional Rent	as defined in Section 5.4(a)(iv).
Landing Gear Additional Rent Rate	US$15.00 (Fifteen US Dollars) per Cycle.
Landing Gear Reimbursable Expenses	as defined in Section 7.2(d)(i).
Leased Property	The Aircraft and the Aircraft Documents.
Lenders	collectively any financial institutions signatory to any Credit Agreement as lenders.
Lessee Installed Part	a Part installed on the Aircraft after Delivery not in replacement for any Part and not required under Applicable Law on the Aircraft title to which is held by Lessee subject to a Security Interest in favor of an unrelated third party or title to which is held by an unrelated third party and such Part is leased or conditionally sold to Lessee.
Lessor Lien	(a) any Security Interest from time to time created by or arising through Lessor or any Financing Party in connection with the financing or refinancing of the

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Aircraft;

(b) any other Security Interest in respect of the Aircraft that results from acts or omissions of, or claims against, Lessor or any Financing Party not related to the operation of the Aircraft or the transactions contemplated by or permitted under this Agreement; and

(c) Security Interests in respect of the Aircraft for Non-Indemnified Taxes.

LLPs	life limited Parts.
LIBOR	shall mean the rate determined by Lessor as being equal to the London Interbank Offered Rate for deposits in US Dollars as of that date as quoted in the Wall Street Journal.
Maintenance Program	an Aviation Authority approved maintenance program for the Aircraft encompassing scheduled maintenance, condition monitored maintenance and/or on-condition maintenance of Airframe, Engines and Parts, including servicing, testing, preventative maintenance, repairs, structural inspections, system checks, overhauls, approved modifications, service bulletins, engineering orders, airworthiness directives, corrosion control, inspections and treatments.
Major Checks	any C-Check, "C" check, multiple or phase "C" check, "D" check or annual heavy maintenance visit or segment thereof suggested for commercial aircraft of the same model as the Aircraft by the Airframe Manufacturer (however denominated in the Approved Maintenance Program).
Mandatory Equipment Change	an Equipment Change that is required by or performed to comply with an airworthiness directive of the Aviation Authority or the FAA or a Manufacturer's service bulletin
Manufacturer	with respect to the Airframe, Engine or any Part of the Aircraft, the Airframe Manufacturer, Engine Manufacturer or manufacturer of such Part, respectively.
Minimum Liability Coverage	US$250,000,000.00 (Two Hundred Fifty Million US Dollars each occurrence.
Mortgage	collectively any Additional Mortgage whereby Lessor grants to an Additional Mortgagee a security interest in the Aircraft and/or its right, title and interest in any of the Operative Documents.
Mortgagee	any Additional Mortgagee.

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MPD for any Manufacturer, such Manufacturer's maintenance planning document.

Non-Indemnified Taxes

(a) Taxes imposed as a direct result of activities of any Tax Indemnitee in the jurisdictions imposing the liability unrelated to such Tax Indemnitee's dealings with Lessee pursuant to this Agreement or to the transactions contemplated by this Agreement or the operation of the Aircraft by Lessee;

(b) Taxes imposed on the income, profits or gains of any Tax Indemnitee (i) by any Federal Government Entity in the United States of America, (ii) by any Government Entity in the jurisdictions where such Tax Indemnitee is incorporated, formed or organized or has its principal place of business, or (iii) by any Government Entity in any other jurisdiction where such Tax Indemnitee is liable for such Taxes and such liability has or would have arisen in the absence of the transactions contemplated by this Agreement;

(c) Taxes imposed with respect to any period commencing or event occurring before the date of this Agreement or after the Expiry Date and unrelated to any Tax Indemnitee's dealings with Lessee pursuant to this Agreement or to the transactions contemplated by this Agreement;

(d) Taxes imposed as a direct result of the sale or other disposition of the Aircraft, unless such sale or disposition occurs as a consequence of an Event of Default;

(e) Taxes imposed by a taxing jurisdiction for a particular tax period in which none of the following is true for that tax period: (i) the operation, registration, location, presence or use of the Aircraft, the Airframe, any Engine or any Part thereof in such jurisdiction, (ii) the place of incorporation, commercial domicile or other presence in such jurisdiction of Lessee, any sublessee or any user of or Person in possession of the Aircraft, the Airframe, any Engine or any Part thereof in such jurisdiction, or (iii) any payments made under this Agreement and related documents being made from such jurisdiction;

(f) Taxes to the extent caused by the gross negligence or willful misconduct of any Tax Indemnitee; and

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(g) Taxes to the extent caused by a failure by any Tax Indemnitee to furnish in a timely manner notice or information that it is required to furnish to Lessee by the terms of this Agreement.

Operative Documents — this Agreement, the Certificate of Acceptance, the Certificate of Delivery Condition and the Deregistration Power of Attorney.

Overhaul — The full refurbishment of the APU, landing gear or Part, as the case may be, in which such equipment has been disassembled, cleaned, thoroughly inspected, repaired, reworked or had a replacement of parts, reassembled and tested to the tolerances and standards specified by the applicable Manufacturer's overhaul procedures manual or equivalent.

Part — whether or not installed on the Aircraft:

(a) any component, furnishing or equipment (other than a complete Engine) furnished with, installed on or appurtenant to the Airframe and Engines on Delivery; and

(b) any other component, furnishing or equipment (other than a complete Engine) title to which has, or should have, passed to Lessor pursuant to this Agreement,

but excludes any such items title to which has, or should have, passed to Lessee pursuant to Section 8.17 and any Lessee Installed Part.

Permitted Lien

(a) any lien for Taxes not assessed or, if assessed, not yet due and payable, or being contested in good faith by appropriate proceedings;

(b) any lien of a repairer, mechanic, carrier, hangar keeper, unpaid seller or other similar lien arising in the ordinary course of business or by operation of law in respect of obligations which are not overdue in accordance with Applicable Law (or, if applicable, generally accepted accounting principles and practices in the relevant jurisdiction) or are being contested in good faith by appropriate proceedings; and

(c) any Lessor Lien;

but only if, in the case of (a) and (b), (i) adequate reserves have been provided by Lessee for the payment of the Taxes or obligations in accordance with GAAP; and (ii) such proceedings, or the continued existence of the lien, do not give rise to any reasonable likelihood of the sale, forfeiture or other

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~~loss~~ of the Aircraft or any interest therein or of criminal liability on the part of Lessor or any Financing Party.

Person	any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint stock company, trust, unincorporated organization or Government Entity.
Redelivery Location	an airport or maintenance facility in the continental United States acceptable to Lessor.
Reimbursable Expenses	collectively, Airframe Reimbursable Expenses, APU Reimbursable Expenses, Engine Reimbursable Expenses, Engine LLP Reimbursable Expenses and Landing Gear Reimbursable Expenses.
Rent	collectively, all Basic Rent, Additional Rent and Supplemental Rent.
Rent Date	in respect of the first payment of Basic Rent, the day falling five days after Delivery Date and, in respect of all other payments of Basic Rent, the day corresponding to the Delivery Date in each calendar month during the Term or, for any calendar month that does not have a corresponding day, the last day of such calendar month.
Rental Period	each period ascertained in accordance with Section 5.2.
Scheduled Delivery Date	June 15, 2002 or such other date mutually agreed by Lessor and Lessee.
Scheduled Expiry Date	the day corresponding to the Delivery Date in the sixty (60) calendar month after the month in which the Delivery Date occurs or, if such calendar month does not have a corresponding day, the last day of such calendar month.
Security Interest	any security interest, mortgage, charge, pledge, lien, encumbrance, claim, assignment, hypothecation, right of set-off or other agreement or arrangement having the effect of creating a security interest.
Special Brazilian Counsel	Basch & Rameh Advogados e Consultores
SRM	the Airframe Manufacturer's structural repair manual
State of Organization	Brazil
State of Registration	Brazil

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Subsidiary (a) in relation to any reference to accounts, any company wholly or partially owned by Lessee whose accounts are consolidated with the accounts of the Lessee in accordance with accounting principles generally accepted under accounting standards of the State of Organization; and

(b) for any other purpose, an entity from time to time:

(i) of which another has direct or indirect control or owns directly or indirectly more than 50% of the voting share capital; or

(ii) which is a direct or indirect subsidiary of another under the laws of the jurisdiction of its incorporation.

Supplemental Rent — all amounts, liabilities and obligations (other than Basic Rent and Additional Rent) that Lessee assumes or agrees to pay under this Agreement to Lessor or any other Person, including payment of deposits, indemnities and the Agreed Value.

Tax Indemnitees — collectively, (i) Lessor, (ii) any Financing Party, (iii) the respective successors and assigns of Lessor and each Financing Party, and (iv) the affiliated group of entities and each member thereof (within the meaning of Section 1504 of the Code) of which each Person listed in clauses (i) through (iii) of this definition is or shall become a member if such group shall file a consolidated United States Federal income tax return.

Taxes — all present and future taxes, levies, imposts, duties or charges in the nature of taxes, whatever and wherever imposed, including customs duties, value added taxes or similar taxes and any franchise, transfer, sales, use, business, occupation, excise, personal property, stamp or other tax or duty imposed by any national or local taxing or fiscal authority or agency, together with any withholding, penalties, additions to tax, fines or interest thereon or with respect thereto.

Term — the period commencing on the Delivery Date and ending on the Expiry Date or any later date pursuant to Section 12.4.

Total Loss — With respect to the Airframe:

(a) the actual, arranged or constructive total loss of the Airframe (including any damage to the Airframe which results in an insurance settlement on the basis of a total loss, or requisition for use or hire which results in an

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insurance settlement on the basis of a total loss);

(b) the Airframe being destroyed, damaged beyond repair or permanently rendered unfit for normal use for any reason whatsoever;

(c) the requisition of title, or other compulsory acquisition, capture, seizure, deprivation, confiscation or detention for any reason of the Airframe by the government of the State of Registration (whether *de jure* or *de facto*), but excluding requisition for use or hire not involving requisition of title; or

(d) the hi-jacking, theft, condemnation, confiscation, seizure or requisition for use or hire of the Airframe which deprives any Person permitted by this Agreement to have possession and/or use of the Airframe for more than 60 consecutive days.

Total Loss Date

(a) in the case of an actual total loss, the actual date on which the loss occurs or, if such date is unknown, the day on which the Aircraft was last heard of;

(b) in the case of any of the events described in sub-paragraph (a) of the definition of "Total Loss" (other than an actual total loss), the earlier of (i) 30 days after the date on which notice claiming such total loss is given to the relevant insurers, and (ii) the date on which such loss is admitted or compromised by the insurers;

(c) in the case of any of the events described in sub-paragraph (b) of the definition of "Total Loss", the date on which such destruction, damage or rendering unfit occurs;

(d) in the case of any of the events described in sub-paragraph (c) of the definition of "Total Loss", the date on which the relevant requisition of title or other compulsory acquisition, capture, seizure, deprivation, confiscation or detention occurs; and

(e) in the case of any of the events described in sub-paragraph (d) of the definition of "Total Loss", the expiry of the period of 60 days referred to in such sub-paragraph (d);

and, in each case, the Total Loss shall be deemed to have occurred at noon Greenwich Mean Time on such date.

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Voluntary Equipment Change — an Equipment Change other than a Mandatory Equipment Change.

1.2 Interpretation

(a) In this Agreement, unless the contrary intention is stated, a reference to:

(i) each of "Lessor", "Lessee", "Financing Party" or any other Person includes without prejudice to the provisions of this Agreement any successor in title to it and any permitted assignee;

(ii) words importing the plural shall include the singular and vice versa;

(iii) the term "including", when used in this Agreement, means "including without limitation" and "including but not limited to";

(iv) any document shall include that document as amended, novated or supplemented from time to time unless expressly stated to the contrary;

(v) a law (1) includes any statute, decree, constitution, regulation, order, judgment or directive of any Government Entity; (2) includes any treaty, pact, compact or other agreement to which any Government Entity is a signatory or party; (3) includes any judicial or administrative interpretation or application thereof; and (4) is a reference to that provision as amended, substituted or re-enacted; and

(b) A "Section", "Schedule" or "Exhibit" is a reference to a section of, a schedule to or an exhibit to this Agreement.

(c) The headings in this Agreement and the Contents are inserted for convenience of reference only and shall not in any way affect the interpretation of this Agreement.

2. REPRESENTATIONS and WARRANTIES

2.1 Lessee's Representations and Warranties

Lessee represents and warrants to Lessor as follows:

(a) Status: Lessee is a company duly organized, validly existing and in good standing under the laws of Brazil, has the corporate power to own its assets and carry on its business as it is being conducted and is (or will at the relevant time be) the holder of all necessary air transportation licenses required in connection therewith and with the use and operation of the Aircraft.

(b) Power and Authority: Lessee has the power to enter into and perform, and has taken all necessary corporate action to authorize the entry into, performance and delivery of, each of the Operative Documents and the transactions contemplated by the Operative Documents.

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(c) Doc: Execution and Delivery: Lessee has duly executed and delivered this Agreement, and on or before Delivery shall have duly executed and delivered each of the Operative Documents to which Lessee is a party.

(d) Legal validity: Each of the Operative Documents to which Lessee is a party constitutes Lessee's legal, valid and binding agreement, enforceable against Lessee in accordance with its terms.

(e) Non-conflict: The entry into and performance by Lessee of, and the transactions contemplated by, the Operative Documents to which Lessee is a party do not and will not:

(i) conflict with any Applicable Laws binding on Lessee;

(ii) conflict with the constitutional documents of Lessee; or

(iii) conflict with or result in default under any document which is binding upon Lessee or any of its assets, or result in the creation of any Security Interest over any of its assets, other than Permitted Liens.

(f) Authorization: All authorizations, consents and registrations required by, and all notifications to be given by, Lessee in connection with the entry into, performance, validity and enforceability of, the Operative Documents and the transactions contemplated by the Operative Documents have been (or will on or before Delivery have been) obtained, effected or given (as appropriate) and are (or will on their being obtained or effected be) in full force and effect.

(g) No Immunity:

(i) Lessee is subject to civil and commercial law with respect to its obligations under this Agreement.

(ii) Neither Lessee nor any of its assets is entitled to any right of immunity and the entry into and performance of the Operative Documents by Lessee constitute private and commercial acts.

(h) Financial Statements: the audited consolidated financial statements of Lessee and its Subsidiaries most recently delivered to Lessor:

(i) have been prepared in accordance with GAAP; and

(ii) fairly present the consolidated financial condition of the Lessee and its Subsidiaries as at the date to which they were drawn up and the consolidated results of operations of the Lessee and its Subsidiaries for the periods covered by such statements.

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(i) Restricted Countries: Lessee does not hold a contract or other obligation to, and does not, operate the Aircraft to or from any of the countries that are the subject of sanctions under U.N. Security Council directives.

(j) Pari Passu: The obligations of Lessee under the Operative Documents rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations (including contingent obligations) of Lessee, with the exception of such obligations as are mandatorily preferred by law and not by virtue of any contract.

2.2 Lessee's Further Representations and Warranties

Lessee further represents and warrants to Lessor that:

(a) No Default:

(i) No Event of Default has occurred and is continuing or might reasonably be expected to result from the entry into or performance of any of the Operative Documents.

(ii) No event has occurred and is continuing that constitutes, or with the giving of notice, lapse of time, determination of materiality or fulfillment of any other applicable condition, or any combination of the foregoing, might constitute, a material default under any document that is binding on Lessee or any assets of Lessee.

(b) Registration:

(i) It is not necessary or advisable under the laws of the State of Organization, the State of Registration or the Habitual Base in order to ensure the validity, effectiveness and enforceability of the Operative Documents or to establish, perfect or protect the property rights of Lessor or any Financing Party in the Leased Property that any instrument relating to this Agreement, other than the Operative Documents and any Mortgage, be filed, registered or recorded or that any other action be taken or, if any such filings, registrations, recordings or other actions are necessary, the same have been effected or will have been effected on or before Delivery.

(ii) Under all Applicable Laws, including the laws of the State of Organization, the State of Registration and the Habitual Base, the property rights of Lessor and any Financing Parties notified to Lessee in the Leased Property have been fully established, perfected and protected and this Agreement will have priority in all respects over the claims of all creditors of Lessee, with the exception of such claims as are mandatorily preferred by law and not by virtue of any contract.

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(c) Litigation: No litigation, arbitration or administrative proceedings are pending or, to Lessee's knowledge, threatened against Lessee that, if adversely determined, would have a material adverse effect upon its financial condition or business or its ability to perform its obligations under the Operative Documents.

(d) Taxes: Lessee has delivered all necessary returns and payments due to all tax authorities having jurisdiction over Lessee, including those in the State of Organization, the State of Registration and the Habitual Base, and Lessee is not required by law to deduct or withhold any Taxes from any payments under this Agreement.

(e) Material Adverse Change: No material adverse change in the financial condition of Lessee has occurred since the date of the financial statements most recently provided to Lessor on or before the Delivery Date.

(f) Information: The financial and other information furnished by Lessee in connection with the Operative Documents does not contain any untrue statement of material fact or omit to state any fact the omission of which makes the statements therein, in light of the circumstances under which they were made, materially misleading, and does not omit to disclose any material matter. All forecasts and opinions contained in the financial and other information furnished by Lessee in connection with the Operative Documents were honestly made on reasonable grounds after due and careful inquiry by Lessee.

(g) Air Traffic Control: Lessee is not in default in the payment of any sums due by Lessee to any Airport Authority in respect of any aircraft operated by Lessee.

2.3 Repetition

The representations and warranties in Section 2.1 and Section 2.2 will survive the execution of this Agreement. The representations and warranties contained in Section 2.1 and Section 2.2 will be deemed to be repeated by Lessee on Delivery with reference to the facts and circumstances then existing. The representations and warranties contained in Section 2.1 will be deemed to be repeated by Lessee on each Rent Date as if made with reference to the facts and circumstances then existing.

2.4 Lessor's Representations and Warranties

Lessor represents and warrants to Lessee that:

(a) Status: Lessor is a corporation duly incorporated and validly existing under the laws of the State of Delaware. Lessor has the power to own the Leased Property and carry on the business contemplated of Lessor under the Operative Documents.

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(b) Power and Authority: Lessor has the power to enter into and perform, and has taken all necessary action to authorize the entry into, performance and delivery of, the Operative Documents and the transactions contemplated by the Operative Documents.

(c) Enforceability: Each of the Operative Documents constitutes Lessor's legal, valid and binding agreement, enforceable against Lessor in accordance with its terms.

(d) Non-conflict: The entry into and performance by Lessor of, and the transactions contemplated by, the Operative Documents do not and will not:

(i) conflict with any Applicable Laws binding on Lessor;

(ii) conflict with the organizational documents of Lessor; or

(iii) conflict with or result in a default under any document that is binding upon Lessor or any of its assets.

(e) Authorization: So far as concerns the obligations of Lessor, all authorizations, consents, registrations and notifications required in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, the Operative Documents by Lessor have been (or will on or before Delivery have been) obtained or effected (as appropriate) and are (or will on their being obtained or effected be) in full force and effect.

(f) No Immunity:

(i) Lessor is subject to civil and commercial law with respect to its obligations under the Operative Documents.

(ii) Neither Lessor nor any of its assets is entitled to any right of immunity and the entry into and performance of the Operative Documents by Lessor constitute private and commercial acts.

(g) Right to Lease: On the Delivery Date, Lessor shall have the right to lease the Aircraft to Lessee under this Agreement.

2.5 Repetition

The representations and warranties in Section 2.4 will survive the execution of this Agreement. The representations and warranties contained in Section 2.4 will be deemed to be repeated by Lessor on Delivery and on each subsequent Rent Date as if made with reference to the facts and circumstances then existing.

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3. CONDITIONS PRECEDENT

3.1 Lessor's Documentary Conditions Precedent

Lessor's obligation to lease the Leased Property to Lessee under this Agreement is subject to the receipt of the following by Lessor from Lessee on or before Delivery in form and substance satisfactory to Lessor, provided, that it shall not be a condition precedent to the obligations of Lessor that any document be produced, or action taken, which is to be produced or taken by Lessor or any Person within its control:

(a) Constitutional Documents: a copy of the constitutional documents of Lessee;

(b) Resolutions: a true copy of a resolution of the board of directors (or the equivalent) of Lessee approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party, resolving that it enter into the Operative Documents to which it is a party, and authorizing a specified individual or individuals to execute the Operative Documents to which it is a party and, in the case of Lessee, accept delivery of the Aircraft on its behalf;

(c) Operative Documents: an original of each of the Operative Documents, duly executed and, if necessary, notarized by Lessee, including the chattel paper original counterpart of this Agreement;

(d) Opinions: (i) an opinion, in form and substance satisfactory to Lessor, in respect of Lessee's obligations under the Operative Documents issued by independent legal counsel to Lessee acceptable to Lessor, (ii) an opinion from Special Brazilian Counsel to Lessor as to such matters as Lessor may reasonably request;

(e) Approvals: evidence of the issuance of each approval, license and consent which may be required in relation to, or in connection with, the performance by Lessee of its obligations under the Operative Documents, including the following;

(i) a copy of the Coordinating Commission for Civil Air Transport COTAC approving the importation of the Aircraft pursuant to the terms of this Agreement;

(ii) evidence of the issuance of an import licence (*Licença de Importação - LI*) from SECEX confirming that all basic conditions of the importation of the Aircraft under the Lease are agreed, and evidencing the nature of the transaction contemplated in the Lease as an international lease, certified by an officer of Lessee;

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(iii) evidence that the Central Bank of Brazil approved the financial terms and conditions of the transaction contemplated by the Lease by means of the approval of the Financial Operations Registry (*Registro de Operações Financeiras - ROF*) and that the Central Bank of Brazil, certified as accurate by an officer of Lessee;

(iv) that a ferry flight permit and ad hoc certificate of registration of the Aircraft has been issued by the Aviation Authority permitting the ferrying of the Aircraft to Brazil and Lessee has taken all steps and made all filings and registrations necessary or desirable to protect or perfect the rights and interests of Owner and Lessor in and to the Aircraft and under and pursuant to the Operative Documents.

(f) Filings and Registrations: evidence that all filings, registrations, recordings and other actions have been taken or made that are necessary or advisable to ensure the validity, effectiveness and enforceability of the Operative Documents, to protect the property rights of Lessor in the Leased Property, including, the registration at the Brazilian Aeronautical Registry (RAB) and at the Registry of Deeds and Documents in the city of Belo Horizonte, Brazil;

(g) Licenses: certified copies of Lessee's air transport license, air operator's certificate and all other licenses, certificates and permits required by Lessee in relation to, or in connection with, the operation of the Aircraft;

(h) Certificate: a certificate of a duly authorized officer of Lessee:

(i) setting out a specimen of each signature of an officer of Lessee referred to in Section 3.1(b); and

(ii) certifying that each copy of a document specified in this Section 3.1 is correct, complete and in full force and effect;

(i) Insurances: certificates of insurance, certificates of reinsurance, insurance brokers' undertakings, reinsurance broker's undertakings and other evidence satisfactory to Lessor that Lessee is taking the required steps to ensure due compliance with the provisions of this Agreement as to insurances with effect on and after Delivery;

(j) Registration; Filings: additional evidence (if any), that the Aircraft has been validly registered under the laws of the State of Registration and that all filings, registrations, recordings and other actions have been or will be taken which are necessary to ensure the validity, effectiveness and enforceability of the Operative Documents and to protect the rights of Lessor in the Leased Property;

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(k) Airport Authority: letters from Lessee addressed to any Airport Authority designated by Lessor pursuant to which Lessee authorizes such authority to issue to Lessor, upon Lessor's request from time to time, a statement of account of all sums due by Lessee to such authority in respect of all aircraft (including the Aircraft) operated by Lessee;

(l) Deregistration Power of Attorney: an irrevocable power of attorney in substantially the form attached as Exhibit D;

(m) Acceptance by Process Agent: a letter from the process agent appointed by Lessee pursuant to Section 15.4(a) accepting its appointment;

(n) (intentionally left blank)

(o) General: such other documents as Lessor may reasonably request.

3.2 Lessor's Other Conditions Precedent

The obligation of Lessor to deliver and lease the Leased Property under this Agreement is also subject to the following additional conditions precedent:

(a) Representations and Warranties: the representations and warranties of Lessee under Sections 2.1 and 2.2 are correct and would be correct if repeated on Delivery; and

(b) Payments: all payments due to Lessor under this Agreement on or before Delivery, including the Basic Rent due on the Delivery Date and the Commitment Fee, shall have been received by Lessor.

3.3 Lessor's Waiver

The conditions specified in Sections 3.1 and 3.2 are for the sole benefit of Lessor and may be waived or deferred in whole or in part and with or without conditions by Lessor. If any of those conditions are not satisfied on or before Delivery and Lessor (in its absolute discretion) nonetheless agrees to deliver the Leased Property to Lessee, then Lessee will ensure that those conditions are fulfilled within one month after the Delivery Date and Lessor may treat as an Event of Default the failure of Lessee to do so.

3.4 Lessee's Conditions Precedent

Lessee's obligation to accept the Leased Property on lease from Lessor under this Agreement is subject to the satisfaction by Lessor of the following conditions precedent:

(a) Certificate: the receipt by Lessee of a certificate of a duly authorized officer of Lessor setting out a specimen of the signature of each individual that executes an Operative Document on behalf of Lessor;

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(b) Representations and Warranties: the representations and warranties of Lessor under Section 2.4 are correct and would be correct if repeated on Delivery;

(c) Delivery Condition: the Aircraft shall be in the condition set forth on Schedule 1;

3.5 Lessee's Waiver

The conditions specified in Section 3.4 are for the sole benefit of Lessee and may be waived or deferred in whole or in part and with or without conditions by Lessee. If any of those conditions are not satisfied on or before Delivery and Lessee (in its absolute discretion) nonetheless agrees to lease the Leased Property from Lessor, then Lessor will ensure that those conditions are fulfilled within one month after the Delivery Date.

3.6 Lessor's Conditions Subsequent: Within 45 (forty five) days after the Delivery, Lessor shall have received the following documents:

(a) an authenticated copy of all customs clearance forms including without limitation the Import Declaration (*Declaração de Importação - DI*) to be issued at the time the Aircraft enters into Brazil; and such other documents issued by the Brazilian Federal Revenue Office (*Secretaria da Receita Federal*) evidencing that: (a) the Aircraft has been legally imported into Brazil under an international lease (*operação de arrendamento simples*); (b) that the temporary admission tax system (*regime de admissão especial temporária*) has been granted to the importation of the Aircraft under the Lease; and (c) Lessee has paid all Taxes due and payable upon importation of the Aircraft.

(b) an authenticated copy of (a) the Certificate of Registration and Nationality (*Certificado de Matricula e Nacionalidade*) issued by the Aeronautics Authority specifying Lessor as owner of the Aircraft and Lessee as operator of the Aircraft, and (b) a valid Certificate of Airworthiness (*Certificado de Aeronavegabilidade*) for the Aircraft issued by the Aeronautics Authority;

(c) an original certificate (*Certidão*) issued by the Aeronautics Authority confirming that the Lease has been registered and the interests of Lessor as either as owner and lessor in the Aircraft are properly recorded; and

(d) a copy of the Schedule of Payments (*Esquema de Pagamentos*) duly approved by the Central Bank of Brazil authorising remittance of all payments of Basic Rent and other scheduled payments under the Lease, certified by an officer of Lessee. Failure to satisfy any of the foregoing conditions subsequent shall be considered an Event of Default hereunder.

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5.3 Basic Rent

(a) Time of Payment: For each Rental Period during the Term, Lessee shall pay to Lessor or its order Basic Rent in advance on each Rent Date. Payment must be initiated adequately in advance of the Rent Date to ensure that Lessor receives credit for the payment on the Rent Date.

(b) Amount: The Basic Rent payable in respect of each Rental Period will be the Basic Rent Amount.

5.4 Additional Rent

(a) Amount: Subject to the *proviso* to Section 7.2(e)(iii), Lessee will pay to Lessor Additional Rent in relation to each calendar month (or portion thereof) during the Term on the 10th day following the end of that calendar month (but not later than the Expiry Date for the last full calendar month and the portion of the calendar month in which the Expiry Date occurs) as follows:

(i) in respect of the Airframe, Lessee shall pay the Airframe Additional Rent Rate (which, for the avoidance of doubt, is a fixed monthly amount regardless of Flight Hours or Cycles) ("Airframe Additional Rent");

(ii) in respect of each Engine, Lessee shall pay the Engine Additional Rent Rate for each Flight Hour or Cycle (whichever is greater) operated by such Engine during that calendar month ("Engine Additional Rent");

(iii) in respect of each Engine, Lessee shall pay the Engine LLP Additional Rent Rate for each Flight Hour or Cycle (whichever is greater) operated by such Engine during that calendar month ("Engine LLP Additional Rent");

(iv) in respect of the Landing Gear, Lessee shall pay the Landing Gear Additional Rent Rate for each Cycle during that calendar month ("Landing Gear Additional Rent"); and

(v) in respect of the APU, Lessee shall pay the APU Additional Rent Rate for each Flight Hour flown by the Airframe during that calendar month ("APU Additional Rent").

(b) Adjustment: Lessor or Lessee may adjust the amount of Additional Rent after the Delivery Date by notice to Lessee not more frequently than annually based on the following:

(i) by reference to increases in the Consumer Price Index as released by the Bureau of Labor Statistics, United States Department of Labor since the date of this Agreement;

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4. COMMENCEMENT

4.1 Leasing

(a) Lessor will lease the Leased Property to Lessee and Lessee will take the Leased Property on lease in accordance with this Agreement for the duration of the Term.

(b) Lessor and Lessee intend that this Agreement constitute a "true lease" and a lease for all United States federal income tax purposes.

4.2 Delivery

(a) Delivery Condition: Lessor shall deliver the Leased Property "as is, where is and with all faults", except for any items set forth on Annex 2 to the Certificate of Delivery Condition and any other items agreed in writing by Lessor and Lessee.

(b) Delivery Inspection: Before the Delivery Date, Lessor shall make the Leased Property available for Lessee to cond ct a inspection of the Aircraft and an inspection of the Aircraft Do men s satisfaction (collectively, the "Ground Inspection"). The Groun insp f the Aircraft shall include the following:

(i) Lessor shall perform a videota bor inspection of all accessible gas path sections of each Engi (acc whether by borescope port or other means), including ie l ssure and high pressure compressors and the turbin area ch Engine, and Lessee's representatives will be entitle. o ob such borescope inspection. All items beyond the Engi Ma rer's maintenance manual serviceable limits will be recti d at s sole cost and expense.

(ii) Lessor shall perform a maxim n pc surance run and condition, acceleration and bleed valve scheduling checks on each Engine in accordance with the Engine Manufacturer's maintenance manual. Lessor will record and evaluate each Engine's performance, with Lessee's representatives entitled to be present. Each Engine shall pass such tests without operational limitations throughout the operating envelope in accordance with the Engine Manufacturer's maintenance manual.

(iii) Lessor shall perform a videotape borescope inspection and an electrical and pneumatic load analysis of the APU, and Lessee's representatives will be entitled to observe such borescope inspection. All items beyond the manufacturer's recommended serviceable limits will be rectified at Lessor's sole cost and expense.

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(c) Aircraft Documents: The Aircraft will be accompanied by the Aircraft Documents listed on Part 2 of Schedule 1. Lessor will also provide to Lessee all historical and current maintenance manuals, aircraft and engine technical records and data, and other aircraft documentation in the possession of Lessor. Upon the request of Lessee, Lessor shall use reasonable efforts to obtain any required maintenance and technical records or documents not in its custody.

(d) Acceptance Flight: Before the Delivery Date, Lessor shall cause an acceptance flight of the Aircraft to be performed of up to three hours at Lessor's cost (with up to five representatives of Lessee on-board as observers), and such further acceptance flights as may be necessary in the event that the first or subsequent flights do not confirm that the Aircraft complies with the delivery conditions set forth in Schedule 2.

(e) Correction of Discrepancies: The obligation of Lessee to lease the Leased Property from Lessor is subject to Lessor delivering the Leased Property to Lessee in compliance with the conditions set forth on Schedule 2. If Lessor corrects all material discrepancies from the conditions set forth on Schedule 2 before Delivery, or if Lessor and Lessee agree that Lessor will correct or pay for their correction as set forth on Annex 2 to the Certificate of Delivery Condition, then Lessee shall accept the Leased Property. If, on the Scheduled Delivery Date, the Aircraft is not, in all material respects, in the condition set forth in Schedule 2 and either Lessor does not correct all material discrepancies or Lessor and Lessee do not agree upon the correction of such material discrepancies within 30 days after the Scheduled Delivery Date, then Lessee may by notice to Lessor terminate this Agreement, in which event neither Lessor nor Lessee shall have any further obligations under this Agreement except as set forth in Section 7.4. If Lessee fails to give any such termination notice within 30 days following the Scheduled Delivery Date, Lessee shall be deemed to have accepted the Leased Property for all purposes of this Agreement.

4.3 Delayed Delivery

If, as a result of the occurrence of damage to the Aircraft not constituting a Total Loss or any Excusable Delay, Lessor delays in the delivery of, or fails to deliver, the Aircraft under this Agreement on the Scheduled Delivery Date, and so long as such failure does not result from the gross negligence or willful misconduct of Lessor, then in any such case:

(a) Lessor will not be responsible for any losses, including loss of profit, costs or expenses arising from or in connection with the delay or failure suffered or incurred by Lessee; and

(b) if the Aircraft is not in the condition provided in Section 4.2(e) within 30 days after the Scheduled Delivery Date, either Lessor or Lessee may terminate this Agreement upon giving five Business Days prior written notice to the other, in

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which event neither Lessor nor Lessee shall have any further obligations under this Agreement except as set forth in Section 7.4.

4.4 Acceptance and Risk

(a) The Leased Property will be delivered to, and will be accepted by, Lessee at the Delivery Location on the Delivery Date immediately following satisfaction of the conditions precedent specified in Sections 3.1, 3.2 and 3.4 (or their waiver or deferral by the party entitled to grant such waiver or deferral).

(b) Immediately following satisfaction of the conditions precedent specified in Sections 3.1, 3.2 and 3.4 (or their waiver or deferral by the party entitled to grant such waiver or deferral), Lessee and Lessor shall forthwith complete Annex 1 to the Certificate of Delivery Condition specifying the maintenance status of the Airframe, Engines, APU and Landing Gear, and Lessor and Lessee shall sign and deliver to each other the Certificate of Acceptance and the Certificate of Delivery Condition. Delivery of the signed Certificate of Acceptance to Lessor shall constitute deemed delivery of the Aircraft to Lessee.

(c) On and from Delivery, the Leased Property will be in every respect at the sole risk of Lessee, which will bear all risk of loss, theft, damage or destruction to the Leased Property from any cause whatsoever.

(d) On or concurrent with Delivery, Lessee shall take all actions necessary to cause the Aircraft to be registered with the Aviation Authority and permit the operation of the Aircraft by Lessee in its normal passenger operations, including if required causing this Agreement and the Certificate of Acceptance to be registered with the Aviation Authority.

5. PAYMENTS

5.1 Commitment Fee

On the date of this Agreement, Lessee shall pay the Commitment Fee to Lessor in immediately available funds. Lessee acknowledges that the Commitment Fee constitutes consideration to Lessor for leasing the Aircraft to Lessee and upon payment irrevocably and unconditionally becomes the unencumbered property of Lessor, free of any claims or rights thereto by Lessee.

5.2 Rental Periods

The first Rental Period will commence on the Delivery Date and each subsequent Rental Period will commence on the date succeeding the last day of the previous Rental Period. Each Rental Period will end on the date immediately preceding the next succeeding Rent Date, except that if a Rental Period would otherwise overrun the Expiry Date, it will end on the Expiry Date.

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5.3 Basic Rent

(a) Time of Payment: For each Rental Period during the Term, Lessee shall pay to Lessor or its order Basic Rent in advance on each Rent Date. Payment must be initiated adequately in advance of the Rent Date to ensure that Lessor receives credit for the payment on the Rent Date.

(b) Amount: The Basic Rent payable in respect of each Rental Period will be the Basic Rent Amount.

5.4 Additional Rent

(a) Amount: Subject to the *proviso* to Section 7.2(e)(iii), Lessee will pay to Lessor Additional Rent in relation to each calendar month (or portion thereof) during the Term on the 10th day following the end of that calendar month (but not later than the Expiry Date for the last full calendar month and the portion of the calendar month in which the Expiry Date occurs) as follows:

(i) in respect of the Airframe, Lessee shall pay the Airframe Additional Rent Rate (which, for the avoidance of doubt, is a fixed monthly amount regardless of Flight Hours or Cycles) ("Airframe Additional Rent");

(ii) in respect of each Engine, Lessee shall pay the Engine Additional Rent Rate for each Flight Hour or Cycle (whichever is greater) operated by such Engine during that calendar month ("Engine Additional Rent");

(iii) in respect of each Engine, Lessee shall pay the Engine LLP Additional Rent Rate for each Flight Hour or Cycle (whichever is greater) operated by such Engine during that calendar month ("Engine LLP Additional Rent");

(iv) in respect of the Landing Gear, Lessee shall pay the Landing Gear Additional Rent Rate for each Cycle during that calendar month ("Landing Gear Additional Rent"); and

(v) in respect of the APU, Lessee shall pay the APU Additional Rent Rate for each Flight Hour flown by the Airframe during that calendar month ("APU Additional Rent").

(b) Adjustment: Lessor or Lessee may adjust the amount of Additional Rent after the Delivery Date by notice to Lessee not more frequently than annually based on the following:

(i) by reference to increases in the Consumer Price Index as released by the Bureau of Labor Statistics, United States Department of Labor since the date of this Agreement;

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(ii) by reference to the applicable Manufacturer's recommendations, industry experience, any change in the operational environment of the Aircraft that materially affects the cost of maintaining the Aircraft and any change in the Flight Hour to Cycle ratio of the operation of the Aircraft (it being understood that the Additional Rent is based on the assumption that the operation of the Aircraft during the Term will, on average, be not less than one Flight Hour for each Cycle); and

(iii) by reference to the Actual Costs experienced by Lessee in the maintenance of the Aircraft under this Agreement.

5.5 Pledged Moneys:

(a) Lessee acknowledges that the Additional Rent constitutes additional Rent payable for the use of the Aircraft and shall irrevocably and unconditionally become the unencumbered property of Lessor upon payment thereof by Lessee, free of any claims or rights thereto by Lessee.

(b) Notwithstanding the intent of Lessor and Lessee stated in Section 5.5(a), if and to the extent that the Additional Rent, or any part thereof, under any Applicable Law or otherwise, is determined to be security deposits or otherwise the property of Lessee, or if it is so determined the Additional Rent is a debt owed to Lessee or that Lessee shall have any interest in the Additional Rent, then Lessee and Lessor agree that Sections 5.5(b)(i) and (ii) below shall apply to the Additional Rent as well as to the Commitment Fee (collectively, the "Pledged Moneys"):

(i) To the fullest extent permitted by law and by way of continuing security, Lessee grants a Security Interest in the Pledged Moneys and all rights of Lessee to payment thereof, the debt represented thereby and all interest thereon and/or any and all interest of Lessee therein to Lessor by way of first priority Security Interest as security for Lessee's obligations and liability under the Operative Documents (the "Secured Liabilities"). Except as expressly permitted under this Agreement, Lessee will not be entitled to payment of the Pledged Moneys. Lessee will not assign, transfer or otherwise dispose of all or part of its rights or interest in the Pledged Moneys and Lessee agrees that it will enter into any additional documents and instruments necessary or reasonably requested by Lessor to evidence, create or perfect Lessor's rights to the Pledged Moneys.

(ii) If Lessee fails to comply with any provision of this Agreement or any Event of Default has occurred and is continuing, Lessor may immediately or at any time thereafter, without prior notice to Lessee, (1) offset all or any part of Secured Liabilities against the liabilities of Lessor in respect of the Pledged Moneys, or (2) apply or appropriate the Pledged Moneys in or towards the payment or discharge of Secured

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Liabilities in such order as Lessor sees fit. Upon any offset or application of any portion of the Pledged Moneys to the Secured Liabilities, Lessee shall immediately pay to Lessor an amount equal to the amount of the Pledged Moneys so offset or applied.

5.6 Payments

(a) All payments of Rent by Lessee to Lessor under this Agreement will be made for value on the due date, for the full amount due, in Dollars and in same day funds, settled through the New York Clearing House System or such other funds as may for the time being be customary for the settlement in New York City of payments in Dollars by telegraphic transfer to the following account of Lessor:

Chase Manhattan Bank, N.A.
ABA # 021000021
Account No.: 249 000 865
Account Name: Aviation Capital Group Corp.
Reference: Total 22007

or to such other account in North America or the European Union as Lessor may direct by at least five Business Days prior written notice.

(b) If any Rent or other payment would otherwise become du`1e on a day which is not a Business Day, it shall be due on the immediately preceding Business Day.

5.7 Gross-up

(a) All payments by Lessee under or in connection with this Agreement will be made without offset or counterclaim, free and clear of and without deduction or withholding for or on account of any Taxes (other than Non-Indemnified Taxes that Lessee is compelled by law to deduct or withhold).

(b) All Taxes (other than Non-Indemnified Taxes) in respect of payments under this Agreement shall be for the account of Lessee.

(c) If Lessee is compelled by law to make payment to an Indemnitee under or in connection with this Agreement subject to any Tax and such Indemnitee does not actually receive for its own benefit on the due date a net amount equal to the full amount provided for under this Agreement (other than Non-Indemnified Taxes that Lessee is compelled by law to deduct or withhold), Lessee will pay all necessary additional amounts to ensure receipt by such Indemnitee of the full amount (other than Non-Indemnified Taxes that Lessee is compelled by law to deduct or withhold) provided for under this Agreement.

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5.8 Taxation

(a) Lessee will on demand pay and indemnify each Tax Indemnitee against all Taxes (other than Non-Indemnified Taxes) levied or imposed against or upon such Tax Indemnitee or Lessee and relating to or attributable to Lessee, the Operative Documents or the Leased Property directly or indirectly in connection with the importation, exportation, registration, ownership, leasing, subleasing, purchase, delivery, possession, use, operation, repair, maintenance, overhaul, transportation, landing, storage, presence or redelivery of the Aircraft or any part thereof or any rent, receipts, insurance proceeds, income or other amounts arising therefrom.

(b) If any Tax Indemnitee shall, based upon its own reasonable interpretation of any relevant laws or regulations, realize any Tax savings (by way of refund, deduction, credit or otherwise) in respect of any amount with respect to which Lessee shall have made a payment (or increased payment) pursuant to Section 5.7, 5.9 or 5.11 or shall have indemnified such Tax Indemnitee pursuant to Section 5.8(a), or in respect of the occurrence or transaction which gave rise to such payment or indemnification, and such Tax savings shall not have been taken into account previously in calculating any indemnity payment made by Lessee, then such Tax Indemnitee shall, to the extent that it can do so without prejudice to the retention of the relevant savings and subject to Lessee's obligations to repay such amount to such Tax Indemnitee if the relevant savings are subsequently disallowed or canceled, pay to Lessee such amount as such Tax Indemnitee shall in its opinion have concluded to be the amount of such Tax savings (together with, in the case of a refund, any interest received thereon); provided, that such Tax Indemnitee shall not be obliged to make any payment to Lessee pursuant to this Section 5.8(b) to the extent that the amount of any Tax savings in respect of which such payment is to be made would exceed the aggregate amount of all prior payments made by Lessee to, on behalf of or as indemnification of such Tax Indemnitee under this Agreement for Taxes less the amount of all prior payments made pursuant to this Section 5.8(b) in respect of such Tax savings. Lessee acknowledges that nothing contained in this Section 5.8(b) shall interfere with the right of any Tax Indemnitee to arrange its tax affairs in whatsoever proper manner it thinks fit (or give Lessee any right to investigate, or impose any obligation on any Tax Indemnitee to disclose, the same) and, in particular, no Tax Indemnitee shall be under any obligation to claim any Tax savings in priority to any other savings available to it; provided, that subject to the foregoing Lessor shall use reasonable good faith diligence to realize Tax savings as described above.

5.9 Value Added Tax

(a) For purposes of this Section 5.9, "VAT" means value added tax and any goods and services, sales or turnover tax, imposition or levy of a similar nature, and "supply" includes anything on or in respect of which VAT is chargeable.

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(b) Lessee shall pay each Tax Indemnitee or the relevant taxing authority, as the case may be, the amount of any VAT chargeable in respect of any supply for VAT purposes under this Agreement.

(c) Each amount stated as payable by Lessee under this Agreement is exclusive of VAT (if any), and if VAT is payable in respect of any amount payable by Lessee under this Agreement, Lessee shall pay all such VAT and shall indemnify each Tax Indemnitee against any claims for the same, and where appropriate Lessee shall increase the payments that would otherwise be required to be made under this Agreement so that such Tax Indemnitee is left in the same position as it would have been had no VAT been payable. Lessee shall provide evidence to Lessor, if available, in respect of payment of any VAT paid by Lessee with respect to this Agreement.

5.10 Information

If Lessee is required by any Applicable Law, or by any third party, to deliver any report or return in connection with any Taxes, then Lessee will duly complete the same and, in particular, will not state therein that any Person other than Lessee is responsible for the use and operation of the Aircraft and for the Taxes (other than Non-Indemnified Taxes) arising therefrom, and Lessee will, on request, supply a copy of the report or return to any Tax Indemnitee. If Lessee requires any information or cooperation from any Tax Indemnitee in order to satisfy its obligations as set forth above, such Tax Indemnitee shall promptly furnish such information or cooperation as Lessee may reasonably request in writing. If actual notice is given by any taxing authority to Lessor that a report or return is required to be filed with respect to any Taxes (other than Non-Indemnified Taxes), Lessor shall promptly notify Lessee of such required report or return.

5.11 Taxation of Indemnity Payments

(a) If and to the extent that any sums payable to any Tax Indemnitee by Lessee under this Agreement by way of indemnity are insufficient, by reason of any Taxes payable in respect of those sums, for such Tax Indemnitee to discharge the corresponding liability to the relevant third party (including any taxation authority), or to reimburse such Tax Indemnitee for the cost incurred by it to a third party (including any taxation authority), Lessee will pay to such Tax Indemnitee such sum as will, after the tax liability has been fully satisfied, leave such Tax Indemnitee with the same amount as it would have been entitled to receive in the absence of that liability, together with interest on the amount of the deficit at the Default Rate in respect of the period commencing on the date on which the payment of taxation is finally due until payment by Lessee (both before and after judgment).

(b) If and to the extent that any sums constituting (directly or indirectly) an indemnity to any Tax Indemnitee but paid by Lessee to any Person other than such Tax Indemnitee are treated as taxable in the hands of such Tax

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Indemnitee, then Lessee will pay to such Tax Indemnitee such sum as will, after the tax liability has been fully satisfied, indemnify such Tax Indemnitee to the same extent as it would have been indemnified in the absence of such liability, together with interest on the amount payable by Lessee under this Section 5.11(b) at the Default Rate in respect of the period commencing on the date on which the payment of taxation is finally due until payment by Lessee (both before and after judgment).

5.12 Default Interest

If Lessee fails to pay any amount payable under this Agreement on the due date, Lessee will pay on demand from time to time to any Tax Indemnitee interest (both before and after judgment) at the Default Rate on such amount from the due date to the day of payment in full by Lessee to such Tax Indemnitee. All such interest shall be compounded monthly and calculated on the basis of the actual number of days elapsed assuming a year of 360 days.

5.13 Contest

If written claim is made against any Tax Indemnitee for or with respect to any Taxes (other than Non-Indemnified Taxes), such Tax Indemnitee shall promptly notify Lessee. If reasonably requested by Lessee in writing within 30 days after such notification, such Tax Indemnitee shall, upon receipt of indemnity satisfactory to such Tax Indemnitee and at the expense of Lessee (including all costs, expenses, losses, legal and accountants' fees and disbursements, penalties and interest), in good faith contest or to the extent permissible by law allow Lessee to contest in Lessee's or such Tax Indemnitee's name the validity, applicability or amount of such Taxes by either (i) resisting payment thereof if practicable and permitted by Applicable Law, or (ii) if payment is made, using reasonable efforts to obtain a refund thereof in appropriate administrative and judicial proceedings, and in the contest of any such claim by any Tax Indemnitee, such Tax Indemnitee shall apprize Lessee of all material developments with respect to such contest, shall forward copies of all material submissions made in such contest and shall materially comply in good faith with any reasonable request concerning the conduct of any such contest; provided, that no Tax Indemnitee will be obliged to take any such action:

(a) that such Tax Indemnitee considers, in its reasonable discretion, may prejudice it; or

(b) that such Tax Indemnitee reasonably considers does not have a reasonable prospect of success; or

(c) for which Lessee has not made adequate provision to the reasonable satisfaction of such Tax Indemnitee in respect of the expense concerned; or

(d) that gives rise to any material likelihood of the Aircraft or any interest of any Tax Indemnitee in the Aircraft being sold, forfeited or otherwise lost, or of criminal liability on the part of any Tax Indemnitee.

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If any Tax Indemnitee, in accordance with the foregoing, determines to pay such Taxes and seek a refund, Lessee will either pay such Taxes on such Tax Indemnitee's behalf and pay such Tax Indemnitee any amount due with respect to such payment or will promptly reimburse such Tax Indemnitee for such Taxes. If any Tax Indemnitee shall obtain a refund of all or any part of such Taxes paid by Lessee, such Tax Indemnitee shall pay Lessee the amount of such refund; provided, that such amount shall not be payable before such time as Lessee shall have made all payments or indemnities to any Tax Indemnitee then due with respect to Taxes and so long as no Default has occurred and is continuing. If in addition to such refund any Tax Indemnitee shall receive an amount representing interest, attorneys fees or any other amount with respect to such refund, Lessee shall be paid that proportion of such interest, attorneys fees or any other amount which is fairly attributable to the Taxes paid by Lessee prior to the receipt of such refund. No Tax Indemnitee shall enter into a settlement or other compromise with respect to, or otherwise concede, any claim by a taxing authority on account of Taxes being contested by Lessee pursuant to this Section 5.13 without the written consent of Lessee, which consent shall not be unreasonably withheld, unless such Tax Indemnitee waives its right to be indemnified by Lessee with respect to such claim (but not with respect to any future claims).

5.14 Absolute

Lessee's obligations under this Agreement are absolute and unconditional irrespective of any contingency whatever including (but not limited to):

(a) any right of offset, counterclaim, recoupment, reduction, defense or other right which either party to this Agreement may have against the other;

(b) any unavailability of the Aircraft for any reason, including a requisition of the Aircraft or any prohibition or interruption of, interference with or other restriction against Lessee's use, operation or possession of the Aircraft;

(c) any lack or invalidity of title or any other defect in title, airworthiness, merchantability, fitness for any purpose, condition, design or operation of any kind or nature of the Aircraft for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction, or any Total Loss in respect of or any damage to the Aircraft;

(d) any insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings by or against Lessor or Lessee;

(e) any invalidity, unenforceability or lack of due authorization of, or other defect in, this Agreement; or

(f) any other cause which, but for this provision, would or might otherwise have the effect of terminating or in any way affecting any obligation of Lessee under this Agreement;

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provided always, however, that this Section 5.14 shall be without prejudice to Lessee's right to claim damages and other relief from the courts in the event of any breach by Lessor of its obligations under this Agreement, or in the event that, as a result of any lack or invalidity of title to the Aircraft on the part of Lessor, Lessee is deprived of its possession of the Aircraft.

6. MANUFACTURER'S WARRANTIES

6.1 Assignment

Notwithstanding this Agreement, Lessor will remain entitled to the benefit of each warranty, express or implied, and any unexpired customer and/or product support given or provided in respect of the Aircraft, any Engine or Part by any manufacturer, vendor, maintenance performer, subcontractor or supplier. Unless an Event of Default shall have occurred and be continuing, Lessor hereby authorizes Lessee to pursue any claim thereunder in relation to defects affecting the Aircraft, any Engine or Part, and Lessee agrees diligently to pursue any such claim that arises at its own cost. Lessee will notify Lessor promptly upon becoming aware of any such claim. Lessor will provide such assistance to Lessee in making a claim under any such warranties or customer and/or product support as Lessee may reasonably request, and, if requested by Lessee and at Lessee's expense, will pursue a claim in its own name where the relevant manufacturer, vendor, maintenance performer, subcontractor or supplier has refused to acknowledge Lessee's right to pursue that claim.

6.2 Proceeds

Unless an Event of Default shall have occurred and be continuing, all proceeds of any such claim as is referred to in Section 6.1 and which exceed $100,000 will be paid directly to Lessor at the account set forth in Section 5.6(a), but if and to the extent that such claim relates:

(a) to defects affecting the Aircraft which Lessee has rectified; or

(b) to compensation for loss of use of the Aircraft, an Engine or any Part during the Term; or

(c) to costs incurred by Lessee in pursuing such claim (whether or not proceeds of such claim are payable to Lessee);

and provided no Default shall have occurred and be continuing, the proceeds will be promptly paid to Lessee by Lessor but, in the case of (a), only on receipt of evidence reasonably satisfactory to Lessor that Lessee has rectified the relevant defect.

6.3 Parts

Except to the extent Lessor otherwise agrees in a particular case, Lessee will procure that all engines, components, furnishings or equipment provided by the manufacturer, vendor, maintenance performer, subcontractor or supplier as a replacement for a

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defective Engine or Part pursuant to the terms of any warranty or customer and/or product support arrangement comply with Section 8.13(a), are installed on the Aircraft promptly and that title thereto vests in Lessor in accordance with Section 8.17(b). On installation those items will be deemed to be an Engine or Part, as applicable.

6.4 Agreement

To the extent any warranties or customer and/or product support relating to the Aircraft are made available under an agreement between any manufacturer, vendor, maintenance performer, subcontractor or supplier and Lessee, this Section 6 is subject to that agreement. However, Lessee will:

(a) pay the proceeds of any claim thereunder that exceed $100,000 to Lessor at the account set forth in Section 5.6(a) to be applied pursuant to Section 6.2 and, pending such payment, will hold the claim and the proceeds on trust for Lessor; and

(b) take all such steps as are necessary and requested by Lessor at the end of the Term to ensure the benefit of any of those warranties or customer and/or product support which have not expired are vested in Lessor.

7. LESSOR'S COVENANTS and DISCLAIMERS

7.1 Quiet Enjoyment

Provided no Event of Default shall have occurred and be continuing, none of Lessor, its successors and assigns, any Financing Party or any Person claiming by, through or on account of any of such parties will interfere with the quiet use, possession and enjoyment of the Aircraft by Lessee.

7.2 Lessor's Maintenance Contribution

(a) Airframe Reimbursable Expenses:

(i) Upon the performance by Lessee of a C-Check on the Airframe during the Term of this Lease, the Lessee's Actual Costs incurred in completing, with respect to the Airframe, all routine and non-routine C-Check tasks (or the equivalent thereof), but not including the cost of modifications, interior reconfiguration, the accomplishment of non-repetitive airworthiness directives and any overhaul of time controlled components accomplished during the C-Check except such as are part of the tasks included at such C-Check interval, shall constitute "Airframe Reimbursable Expenses".

(ii) Upon the completion of a C-Check, Lessee shall present written evidence satisfactory to Lessor as to the completion of such C-Check, the workscope of such C-Check and the amount of the Airframe

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Reimbursable Expenses for approval by Lessor. Upon receipt of such written evidence, and provided there then exists no Default or Event of Default, Lessor shall pay to Lessee or to the independent repair facility performing such work if directed by Lessee, an amount equal to the lesser of (i) the Airframe Reimbursable Expenses or (ii) an amount equal to (1) all Airframe Additional Rent previously paid by Lessee under this Lease, minus (2) all previous payments by Lessor under this Section 7.2(a).

(b) Engine Reimbursable Expenses:

(i) Upon the accomplishment of a CER during an Engine Shop Visit of an Engine during the Term, excluding any Engine Shop Visit caused by foreign object damage, ingestion, accident, faulty maintenance or installation, incident, improper operations, abuse, neglector misuse, the Lessee's Actual Costs incurred in completing such CER, other than costs resulting from elective parts replacement (except to the extent ordinarily accomplished during such maintenance or overhaul) or covered by Engine Manufacturer's service bulletins or which is reimbursable by a claim under the Engine Manufacturer's warranties or by insurance (but including deductibles for purposes of this provision), shall constitute "Engine Reimbursable Expenses". Such CER shall include a build standard to be mutually agreed upon by Lessor and Lessee.

(ii) Upon accomplishment of any CER for an Engine, Lessee shall present written evidence satisfactory to Lessor as to the completion of such CER and the amount of Engine Reimbursable Expenses for approval by Lessor. Upon receipt of such written evidence, and provided there then exists no Default or Event of Default, Lessor shall pay to Lessee, or to the independent repair facility performing such work if directed by Lessee, an amount equal to the lesser of (i) the Engine Reimbursable Expenses with respect to such Engine or (ii) an amount equal to (1) all Engine Additional Rent previously paid by Lessee with respect to such Engine pursuant to this Lease, minus (2) all previous payments by Lessor under this Section 7.2(b) with respect to such Engine.

(c) Engine LLP Reimbursable Expenses:

(i) During the performance of an Engine Shop Visit for an Engine involving a CER, in the event Lessee is obligated to replace any Engine LLP in accordance with the Agreed Maintenance Program, excluding any replacements caused by foreign object damage, ingestion, accident, faulty maintenance or installation, incident, improper operations, abuse, neglect, misuse, elective parts replacement (except to the extent ordinarily accomplished during such

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Doc maintenance) or covered by Manufacturer's service bulletins or which is reimbursable by a claim under the Manufacturer's warranties or by insurance (but including deductibles for purposes of this provision), the Lessee's Actual Cost incurred in purchasing such replacement Engine LLPs shall constitute "Engine LLP Reimbursable Expenses".

(ii) Upon accomplishment of any Engine Shop Visit for either Engine, Lessee shall present written evidence satisfactory to Lessor as to the amount of Engine LLP Reimbursable Expenses. Upon receipt of such written evidence, and provided there then exists no Default or Event of Default, Lessor shall pay to Lessee, or to the independent repair facility performing such Engine Shop Visit if directed by Lessee, an amount equal to the lesser of (i) the Engine LLP Reimbursable Expenses with respect to such Engine or (ii) an amount equal to (1) all Engine LLP Additional Rent previously paid by Lessee with respect to such Engine pursuant to this Lease, minus (2) all previous payments by Lessor under this Section 7.2(c) with respect to such Engine.

(d) Landing Gear Reimbursable Expenses:

(i) Upon the performance by Lessee of an Overhaul of any Landing Gear in accordance with the Agreed Maintenance Program, excluding an Overhaul caused by accident, faulty maintenance or installation, incident, improper operations, abuse, neglect or misuse or covered by Manufacturer's service bulletins or which is reimbursable by a claim under the Manufacturer's warranties or by insurance (but including deductibles for purposes of this provision), the Lessee's Actual Cost incurred in completing such Overhaul shall constitute "Landing Gear Reimbursable Expenses".

(ii) Upon accomplishment of any such Overhaul, Lessee shall present written evidence satisfactory to Lessor as to the completion of such Overhaul and the amount of Landing Gear Reimbursable Expenses for approval by Lessor. Upon receipt of such written evidence, and provided there then exists no Default or Event of Default, Lessor shall pay to Lessee, or to the independent repair facility performing such work if directed by Lessee, an amount equal to the lesser of (i) the Landing Gear Reimbursable Expenses or (ii) an amount equal to (1) all Landing Gear Additional Rent previously paid by Lessee pursuant to this Lease, minus (2) all previous payments by Lessor under this Section 7.2(d).

(e) APU Reimbursable Expenses:

(i) Upon the accomplishment of any Overhaul of the APU during the Term, but excluding any Overhaul caused by foreign object damage, ingestion, accident, faulty maintenance or installation, incident,

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improper operations, abuse, neglect, misuse, elective parts replacement (except to the extent ordinarily accomplished during such Overhaul), the cost of modifications, the accomplishment of Manufacturer's service bulletins or airworthiness directives, or costs which are reimbursable by claim under the Manufacturer's warranties or by insurance, the Lessee's Actual Cost incurred in completing such Overhaul shall constitute "APU Reimbursable Expenses".

(ii) Upon accomplishment of any Overhaul of the APU, Lessee shall present written evidence satisfactory to Lessor as to the completion of such Overhaul and the amount of APU Reimbursable Expenses for approval by Lessor. Upon receipt of such written evidence, and provided there then exists no Default or Event of Default, Lessor shall pay to Lessee, or to the independent repair facility performing such work if directed by Lessee, an amount equal to the lesser of (i) the APU Reimbursable Expenses or (ii) an amount equal to (1) all APU Additional Rent previously paid by Lessee for the APU pursuant to this Lease, minus (2) all previous payments by Lessor under this Section 7.2(e).

(f) Additional Provisions:

(i) Notwithstanding anything to the contrary contained in this Section 7.2, any such maintenance and the extent and nature of such maintenance to be performed shall be conducted at an Agreed Maintenance Performer. Lessor shall be entitled to have representatives present during the performance of such maintenance to oversee and approve all aspects of such performance, including the workscope thereof. Lessor shall be notified by Lessee prior to the commencement of any maintenance work described in this Section 7.2, including as to the Agreed Maintenance Performer and for Lessor's reasonable approval of the workscope.

(ii) Lessee acknowledges that Lessee is required to pay the full cost of and to perform (or cause to be performed) any check, shop visit, overhaul or other maintenance required by the Agreed Maintenance Program, whether or not Lessor is required to make any payments pursuant to this Section 7.2, and any costs incurred by Lessee in performing any such check, shop visit, overhaul or other maintenance required by the Agreed Maintenance Program shall be for Lessee's account solely.

(g) Payments by Lessor:

(i) If (1) any Agreed Maintenance Performer (other than Lessee) that will be performing any maintenance work described in Section 7.2(a)(i), (b)(i), (c)(i), (d)(i) or (e)(i) requires as part of its contract for such maintenance work that Lessee make progress or deposit payments, and

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(2) Lessee requests that Lessor fund such progress or deposit payments and submits to Lessor reasonably satisfactory cost estimates for such maintenance work from such Agreed Maintenance Performer, then Lessor shall pay such progress or deposit payments when due to such Agreed Maintenance Performer, up to an amount not to exceed 50% of the amount that Lessor will be required to pay related to such maintenance work under Sections 7.2(a) through (e), as applicable.

(ii) As soon as practicable but, in any case, within 20 days after receipt of a claim for reimbursement of Reimbursable Expenses, Lessor shall (i) notify Lessee in writing of any portion of such claim to which it reasonably objects or for which it reasonably requires additional supporting documentation, and (ii) pay all portions of such claim to which it does not reasonably object or need additional documentation. In addition, for any Reimbursable Expenses paid by Lessor that are not paid within 20 clays after the later of the date claimed by Lessee or the date Lessee provides any supporting documentation reasonably requested by Lessor, Lessor shall pay to Lessee interest at the Default Rate on such amount from such later date to the date of payment.

7.3 Registration and Filings

Lessor shall, at Lessee's cost:

(a) take all actions reasonably requested by Lessee to enable Lessee to perform its obligations under Section 8.10 regarding the registration of the Aircraft with the Aviation Authority, and not do or suffer to be done anything which might reasonably be expected to adversely affect that registration; and

(b) do all acts and things (including making any filing or registration with the Aviation Authority or any other Government Entity) as may be required following any change in the ownership or financing of the Aircraft.

7.4 Lessor's Obligations Following Termination

So long as no Default has occurred and is continuing, within five Business Days of:

(a) termination of this Agreement before Delivery pursuant to Section 4.2(e) or 4.3; or

(b) redelivery of the Aircraft to Lessor in accordance with and in the condition required by this Agreement; or

(c) receipt by Lessor of the Agreed Value following a Total Loss and all other amounts due under Section 11.2;

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or in any such case at such later time as Lessee has irrevocably paid to Lessor all amounts which are then outstanding under this Agreement, Lessor shall pay to Lessee an amount equal to the Commitment Fee.

7.5 Agreed Maintenance Performers

Lessor may object to and may exclude any maintenance organization (other than Lessee) being included as an "Agreed Maintenance Performer" for a valid business reason. Lessor shall furnish to Lessee in writing from time to time a list of all maintenance organizations excluded from the definition of "Agreed Maintenance Performer" pursuant to the preceding sentence, which list may be amended by Lessor from time to time. Lessor and Lessee shall consult in good faith regarding any organizations on such list from time to time at the request of either party.

7.6 Exclusion

THE AIRCRAFT IS ACCEPTED BY LESSEE "AS IS, WHERE IS WITH ALL FAULTS" AND LESSEE AGREES AND ACKNOWLEDGES THAT, SAVE AS IS EXPRESSLY STATED IN THIS AGREEMENT, LESSOR WILL HAVE NO LIABILITY IN RELATION TO, AND LESSOR HAS NOT AND WILL NOT BE DEEMED TO HAVE MADE OR GIVEN, ANY CONDITIONS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT, INCLUDING:

(a) THE DESCRIPTION, AIRWORTHINESS, MERCHANTABILITY, FITNESS FOR ANY USE OR PURPOSE, VALUE, CONDITION, OR DESIGN, OF THE AIRCRAFT OR ANY PART; OR

(b) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM LESSOR'S NEGLIGENCE, ACTUAL OR IMPUTED (BUT EXCLUDING ANY SUCH OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT WHICH ARISES FROM LESSOR'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT); OR

(c) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO THE AIRCRAFT, FOR ANY LIABILITY OF LESSEE TO ANY THIRD PARTY, OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

7.7 Lessee's Waiver

LESSEE HEREBY WAIVES, AS BETWEEN ITSELF AND LESSOR, ALL ITS RIGHTS IN RESPECT OF ANY CONDITION, WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ON THE PART OF LESSOR AND ALL CLAIMS AGAINST LESSOR HOWSOEVER AND WHENEVER ARISING AT ANY TIME IN RESPECT OF OR OUT OF THE OPERATION OR

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PERFORMANCE OF THE AIRCRAFT OR THIS AGREEMENT EXCEPT AS IS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT.

7.8 Lessee's Confirmation

LESSEE CONFIRMS THAT IT IS FULLY AWARE OF THE PROVISIONS OF SECTIONS 7.6 AND 7.7 AND ACKNOWLEDGES THAT BASIC RENT, ADDITIONAL RENT AND ALL OTHER AMOUNTS PAYABLE BY LESSEE UNDER THIS AGREEMENT HAVE BEEN CALCULATED NOTWITHSTANDING ITS PROVISIONS.

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8. LESSEE'S COVENANTS

8.1 Duration

The undertakings in this Section 8 and in Section 12 will:

(a) except as otherwise stated, be performed at the expense of Lessee; and

(b) remain in force until redelivery of the Aircraft to Lessor in accordance with this Agreement and thereafter to the extent of any accrued rights of Lessor in relation to those undertakings.

8.2 Information

Lessee shall:

(a) furnish to Lessor, with a copy to any Mortgagee:

(i) within 60 days after the last day of the first three fiscal quarters of each fiscal year of Lessee, unaudited consolidated quarterly financial statements of Lessee prepared for such quarter, including a consolidated balance sheet of Lessee and its Subsidiaries as of the last day of such quarter and consolidated statements of income and retained earnings for such fiscal quarter and for the year to date and, on a comparative basis, figures for the corresponding periods of the immediately preceding fiscal year, all in reasonable detail, each such statement to be certified in a certificate of Lessee's chief financial officer or chief accounting officer as fairly presenting the financial position and the results of operations of the Lessee as at its date and for such quarter (subject to year-end audit adjustments) and as having been prepared in accordance with GAAP;

(ii) as soon as available but not in any event later than 90 days after the last day of each fiscal year of Lessee, audited consolidated financial statements of Lessee prepared for such year, including a consolidated balance sheet of Lessee and its Subsidiaries as of the last day of such year, consolidated statements of income and retained earnings of

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Lessee and its Subsidiaries for such fiscal year, a consolidating balance sheet of Lessee and its Subsidiaries as of the last day of such year and consolidating statements of income and retained earnings of Lessee and its Subsidiaries for such fiscal year and in all cases on a comparative basis figures for the immediately preceding fiscal year, all in reasonable detail, each prepared in accordance with GAAP and certified without qualification by *[Name of Lessee's Auditors]* or another of the largest international firms of independent certified public accountants as fairly presenting the financial position and the results of operations of Lessee and its Subsidiaries at the end of and for such fiscal year and as having been prepared in accordance with GAAP;

(iii) in lieu of delivering to Lessor and any Mortgagee the financial statements referred to in Sections 8.2(a)(i) and (ii) above, Lessee may cause such financial statements to be publicly available on the internet within the time periods set forth in Sections 8.2(a)(i) and (ii) above at a location identified to Lessor and any Mortgagee in writing;

(iv) concurrently with the financial statements furnished pursuant to Sections 8.2(a)(i) and (ii) above, an officer's certificate signed by the chief financial officer or chief accounting officer of Lessee certifying to the best knowledge after due inquiry of such officer that no Default occurred during the period covered by such financial statements and no Default exists on the date of such officer's certificate or, if a Default occurred or exists, stating that fact and specifying the nature and period of existence of such Default and the actions Lessee took or proposes to take with respect to such Default;

(v) at the same time as it is issued to the creditors of Lessee, a copy of each notice or circular issued to Lessee's creditors as a group; and

(vi) on request from time to time such other information regarding Lessee and its business and affairs as Lessor or any Mortgagee may reasonably request;

(b) on request, inform Lessor as to the current location of the Airframe and Engines, the serial number and owner of any engine installed on the Airframe and the serial number, registration mark and owner of any airframe on which an Engine is installed;

(c) promptly furnish to Lessor all information that Lessor from time to time reasonably requests regarding the Aircraft, any Engine or any Part and its use, location and condition, including the hours available on the Aircraft and any Engine until the next scheduled check, inspection, overhaul or shop visit, as the case may be;

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(d) on request, furnish to Lessor evidence reasonably satisfactory to Lessor that all Taxes and charges incurred by Lessee with respect to the Aircraft have been paid and discharged in full;

(e) provide to Lessor, within five days following the end of each calendar month during the Term, a monthly report on the Aircraft in the form set out in Exhibit E or such other form as Lessee may select providing substantially the same information;

(f) promptly notify Lessor and any Mortgagee of:

(i) any Total Loss, any Engine Loss, any theft of the Airframe or any Engine, any damage to the Aircraft if the potential cost of repair may reasonably be expected to exceed the Damage Notification Threshold or any modification to the Aircraft if the potential cost may reasonably be expected to exceed the Damage Notification Threshold;

(ii) any claim or other occurrence likely to give rise to a claim under the Insurances (but, in the case of hull claims only, in excess of the Damage Notification Threshold) and details of any negotiations with the insurance brokers over any such claim; and

(iii) any litigation, arbitration or administrative proceedings that are pending or, to Lessee's knowledge, threatened against Lessee which, if adversely determined, would have a material adverse effect upon its financial condition or business or its ability to perform its obligations under this Agreement.

8.3 Operation of the Aircraft

Lessee shall:

(a) comply with all Applicable Law for the time being in force in any country or jurisdiction in which the Aircraft is being operated which is applicable to the Aircraft or the use and operation of the Aircraft;

(b) not use the Aircraft in any manner contrary to any recommendation of the Aviation Authority or any applicable Manufacturer, contrary to any rule or regulation of the Aviation Authority or for any purpose for which the Aircraft is not designed or reasonably suitable;

(c) ensure that the crew and engineers employed by it in connection with the operation and maintenance of the Aircraft have the qualifications and hold the licenses required by the Aviation Authority and Applicable Law;

(d) use the Aircraft solely in commercial or other operations for which Lessee is duly authorized by the Aviation Authority and Applicable Law;

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(e) not knowingly use the Aircraft (or use it when Lessee ought reasonably to have known that it was being so used) for the carriage of:

(i) whole animals, living or dead, except in the cargo compartments according to IATA regulations, and except domestic pet animals carried in a suitable container to prevent the escape of any liquid and to ensure the welfare of the animal;

(ii) acids, toxic chemicals, mercury, other corrosive materials, explosives, nuclear fuels, nuclear wastes or any nuclear assemblies or components, except as permitted for cargo aircraft under the "Restriction of Goods" schedule issued by IATA from time to time and provided that all the requirements for packaging or otherwise contained therein are fulfilled;

(iii) any other goods, materials or items of cargo which could reasonably be expected to cause damage to the Aircraft and which would not be adequately covered by the Insurances; or

(iv) any illegal item or substance;

(f) not utilize the Aircraft for purposes of training, qualifying or re-confirming the status of cockpit personnel except for the benefit of Lessee's cockpit personnel, and then only if the use of the Aircraft for such purpose is not disproportionate to the use for such purpose of other aircraft of the same type operated by Lessee;

(g) not (other than for bona fide safety reasons) cause or permit the Aircraft to proceed to, or remain at, any location which is for the time being the subject of a prohibition order (or any similar order or directive) by:

(i) any Government Entity of the State of Registration or the Habitual Base; or

(ii) any Government Entity of the country in which such location is situated; or

(iii) any Government Entity having jurisdiction over Lessor, any Financing Party or the Aircraft;

(h) obtain and maintain in full force all certificates, licenses, permits and authorizations required for the use and operation of the Aircraft for the time being, and for the making of payments required by, and the compliance by Lessee with its other obligations under, this Agreement;

(i) not change the location of the Habitual Base of the Aircraft without the prior written consent of Lessor; and

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(j) not operate the Aircraft to, from or in any country that is the subject of sanctions under United Nations Security Council directives.

8.4 Taxes and Other Charges

As between Lessor and Lessee, Lessee shall be responsible for all fees, expenses, charges and other costs related to the use, operation and maintenance of the Leased Property, and shall promptly pay:

(a) all license and registration fees, Taxes and other amounts of any nature imposed by any Government Entity that are imposed on Lessee or for which Lessee is responsible under this Agreement with respect to the Aircraft, including the purchase, ownership, delivery, leasing, possession, use, operation, return, sale or other disposition of the Aircraft;

(b) all rent, fees, charges, Taxes imposed on Lessee and other amounts in respect of any premises where the Aircraft or any Part thereof is located from time to time during the Term; and

(c) all sums due by Lessee to any relevant Airport Authority in respect of all aircraft (including the Aircraft) operated by Lessee before such sums become overdue and in default,

except to the extent that such payment is being contested in good faith by appropriate proceedings in accordance with Section 5.13.

8.5 Subleasing

Lessee will not sublease or otherwise part with possession of the Aircraft, the Engines or any Part except that Lessee may part with possession:

(a) with respect to the Aircraft, the Engines or any Part, to the relevant manufacturers for testing or similar purposes or to an Agreed Maintenance Performer for service, repair, maintenance or overhaul work or for alterations, modifications or additions to the extent required or permitted by this Agreement;

(b) with respect to an Engine or Part, as expressly permitted by this Agreement;

(c) with respect to the Aircraft or an Engine, pursuant to an ACMI (aircraft, crew, maintenance and insurance) or "wet" lease or charter of the Aircraft in which operational control of the Aircraft remains with Lessee at all times, provided the Aircraft remains registered with the Aviation Authority;

(d) with respect to the Aircraft, pursuant to a code-sharing arrangement so long as operational control of the Aircraft remains with Lessee at all times.

8.6 Inspection

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(a) Lessor, any Financing Party and any Person designated by Lessor or any Financing Party may at any time visit, inspect and survey the Aircraft, any Engine or any Part and for such purpose may, subject to any applicable Aviation Authority regulation, travel on the flight deck as observer. Lessor, any Financing Party or any designee shall not be restricted during such inspection from opening any panels, bays or doors on the Aircraft or from inspecting any part of the Aircraft.

(b) Lessee shall have no responsibility for the costs and expenses of Lessor and any Financing Party in connection with any such visit, inspection or survey unless the visit, inspection or survey discloses that Lessee is in breach of its material obligations under this Agreement, in which case such costs and expenses shall be paid by Lessee on demand.

(c) Lessor shall:

(i) have no duty to make, or liability arising out of, any such visit, inspection or survey; and

(ii) so long as no Default has occurred and is continuing, not exercise such right other than on reasonable notice and so as not to disrupt unreasonably the maintenance or operation of the Aircraft.

8.7 Protection of Title

Lessee shall:

(a) not do or knowingly permit to be done or omit or knowingly permit to be omitted to be done any act or thing which might reasonably be expected to jeopardize the respective rights, title and interest of any Mortgagee as mortgagee of the Aircraft and assignee of this Agreement or Lessor as owner of the Aircraft and lessor under this Agreement, or the validity, enforceability or priority of any Mortgage;

(b) on all occasions when the ownership of the Aircraft, any Engine or any Part is relevant, make clear to third parties that title is held by Lessor and is subject to any Mortgage;

(c) not at any time:

(i) represent or hold out Lessor or any Financing Party as carrying goods or passengers on the Aircraft or as being in any way connected or associated with any operation or carriage (whether for hire or reward or gratuitously) which may be undertaken by Lessee; or

(ii) pledge the credit of Lessor or any Financing Party;

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(d) ensure that there is always affixed, and not removed or in any way obscured, a fireproof plate (having dimensions of not less than 6 in. x 4 in.) in a reasonably prominent position on the Aircraft stating:

(i) "This Aircraft msn 22007 is owned by Aviation Capital Group Corp. 800 Newport Center Drive, Newport Beach, California 92660, U.S.A."

(e) ensure that there is always affixed on each Engine, and not removed or in any way obscured, a fireproof plate in a prominent position near such Engine's data plate stating:

"This Engine (esn _____) is owned by Aviation Capital Group Corp.."

(f) not create or permit to exist any Security Interest upon the Aircraft, any Engine or any Part, except Permitted Liens;

(g) not do or permit to be done anything which may reasonably be expected to expose the Aircraft, any Engine or any Part to penalty, forfeiture, impounding, detention, appropriation, damage or destruction and, without prejudice to the foregoing, if any such penalty, forfeiture, impounding, detention, appropriation, damage or destruction occurs, give Lessor notice and use its best efforts to procure the immediate release of the Aircraft, such Engine or such Part, as the case may be;

(h) not abandon the Aircraft, the Engine or any Part;

(i) pay and discharge or cause to be paid and discharged when due and payable or make adequate provision by way of security or otherwise for all debts, damages, claims and liabilities which have given or might reasonably be expected to give rise to a Security Interest over or affecting the Aircraft, any Engine or any Part; and

(j) not attempt, or hold itself out as having any power, to sell, lease or otherwise dispose of the Aircraft, any Engine or any Part other than as expressly permitted by this Agreement.

8.8 General

Lessee will:

(a) not make any substantial change in the nature of the business in which it is engaged if such change, in the reasonable opinion of Lessor, might reasonably be expected to have a material adverse effect on Lessee's performance of its obligations under this Agreement;

(b) preserve its corporate existence, and will not merge or consolidate with any Person, or sell all or substantially all of its assets to any Person, unless the

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successor Person resulting from such merger or consolidation or purchasing all or substantially all of Lessee's assets (in each event, the "Successor"):

(i) is a Person incorporated, formed or organized under the laws of the State of Organization, any state or province of the United States of America or the Dominion of Canada, a member of the European Union or another jurisdiction consented to in writing by Lessor;

(ii) has a net worth immediately after such merger, consolidation or purchase of Lessee's assets that is not less than Lessee's net worth immediately prior to such transaction;

(iii) is authorized under Applicable Law to perform Lessee's obligations under this Agreement to the same extent as Lessee;

(iv) delivers to Lessor an agreement in form and substance reasonably satisfactory to Lessor containing an assumption by the Successor of Lessee's representations and warranties under this Agreement, together with the due and punctual performance of all of Lessee's obligations under this Agreement; and

(v) delivers to Lessor an opinion of counsel reasonably satisfactory in form and substance to Lessor covering the Operative Documents and the agreement referred to in Section 8.8(b)(iv) above and substantially in the form of the legal opinion set forth in Exhibit C.

8.9 Records

Lessee shall procure that accurate, complete and current records of all flights made by, and all maintenance, repairs, replacements, removals, modifications, alterations and additions carried out on or made to, the Aircraft (including, in relation to each Engine or Part subsequently installed, before its installation) are kept in English, and shall keep the records in such manner as the Aviation Authority, the JAA and the FAA may from time to time require. In addition, all Airframe and Engine LLPs installed or replaced during the Term shall have documentation substantiating traceability "back-to-birth" to confirm current accumulated Flight Hours and Cycles. The records will form part of the Aircraft Documents.

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8.10 Registration and Filings

Lessee shall at its cost:

(a) maintain the registration of the Aircraft with the Aviation Authority reflecting (so far as permitted by Applicable Law) the respective interests of the Lessor and any Mortgagee and not do or suffer to be done anything which might reasonably be expected to adversely affect that registration; and

(b) do all acts and things (including making any filing or registration with the Aviation Authority or any other Government Entity) and execute and deliver all documents (including any amendment of this Agreement) as may be required by the Lessor:

(i) following any change or proposed change in the ownership or financing of the Aircraft or in the manner of securing the Lessor's obligations to the Financing Parties;

(ii) following any modification of the Aircraft, any Engine or any Part or the permanent replacement of any Engine or Part in accordance with this Agreement, so as to ensure that the respective rights of the Lessor and any Mortgagee under this Agreement apply with the same effect as before; or

(iii) to establish, maintain, preserve, perfect and protect the respective rights of Lessor and any Mortgagee under this Agreement.

8.11 Maintenance and Repair

Lessee shall:

(a) keep the Aircraft airworthy in all respects and in good repair and condition, and all maintenance will be carried out to the standards of major international air carriers;

(b) incorporate in the Approved Maintenance Program (i) a CPCP as recommended by the Airframe Manufacturer, (ii) any aging aircraft program as recommended by the Airframe Manufacturer, (iii) any SID program approved by the Airframe Manufacturer, and (iv) an anti-fungus and anti-biological growth and contamination prevention, control and treatment program for all fuel tanks in accordance with the Airframe Manufacturer's approved procedures;

(c) maintain the Aircraft in accordance with FAR Part 121 and all other rules and regulations of the Aviation Authority as are applicable to passenger aircraft of the same type as the Aircraft, and maintain the Aircraft to as to comply at all times with the type certificate specification and data sheets for the Aircraft;

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(d) maintain the Aircraft in accordance with the Approved Maintenance Program through Agreed Maintenance Performers and perform (at the respective intervals provided in the Approved Maintenance Program) all Major Checks, and before performing any Major Check Lessee will consult with Lessor as to the workscope for such Major Check;

(e) advise Lessor in writing of all material changes to the Approved Maintenance Program, and shall not (i) change the intervals between Major Checks under the Approved Maintenance Program without the written consent of Lessor, or (ii) change the Approved Maintenance Program in any other material respect without the written consent of Lessor unless recommended by the applicable Manufacturer or mandated by the Aviation Authority;

(f) comply with all mandatory inspection and modification requirements, airworthiness directives and similar requirements applicable to the Aircraft, any Engine or Part having a compliance date on or before the Expiry Date and that are required by the Aviation Authority, the JAA or the FAA;

(g) comply with all alert service bulletins issued by any manufacturer of the Aircraft, Engines or Parts, and comply (including scheduling compliance work and then performing such work on schedule) with all other service bulletins issued by any such manufacturer if and to the extent that Lessee brings or schedules to bring in compliance at least one-half of the applicable aircraft it operates (excluding for purposes of such calculation aircraft acquired from unrelated third parties that already comply with such other service bulletins);

(h) comply with all Applicable Laws and the regulations of the Aviation Authority and any other aviation authorities with jurisdiction over Lessee or the Aircraft, any Engine or Part that relate to the maintenance, condition, use or operation of the Aircraft or require any modification or alteration to the Aircraft, any Engine or Part;

(i) maintain in good standing a certificate of airworthiness for the Aircraft in the appropriate category for the nature of the operations of the Aircraft issued by the Aviation Authority except when the Aircraft is undergoing maintenance, modification or repair required or permitted by this Agreement, and from time to time Lessee shall provide to Lessor a copy on request;

(j) if required by the Aviation Authority, maintain a current certification as to maintenance issued by or on behalf of the Aviation Authority in respect of the Aircraft and shall from time to time provide to Lessor a copy on request;

(k) maintain the Engines with respect to overhaul build standards and disc replacements at a level which is consistent with the level applied by Lessee in relation to other engines of the same type as the Engines in its fleet;

(l) maintain the Engines and the APU in an "on condition" program as set forth in the respective manufacturer's maintenance manual;

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(m) subject to Section 11.3, procure promptly the replacement of any Engine or Part which has become time, cycle or calendar expired, lost, stolen, seized, confiscated, destroyed, damaged beyond repair, unserviceable or permanently rendered unfit for use, with an engine or part complying with the conditions set out in Section 8.13(a);

(n) accomplish all repairs, modifications and alterations in accordance with the SRM or, if the repair, modification or alteration is outside the scope of the SRM, as recommended in writing by the applicable manufacturer and approved by the Aviation Authority;

(o) provide Lessor with a written summary of all sampling programs involving or affecting the Aircraft; and

(p) ensure that overhauls are accomplished using maintenance and quality control procedures approved by the Aviation Authority, and that each Agreed Maintenance Performer provides a complete record of all work performed during the course of such overhaul was accomplished in accordance with Aviation Authority, JAA and FAA requirements.

8.12 Removal of Engines and Parts

Lessee will ensure that no Engine or Part installed on the Aircraft is at any time removed from the Aircraft other than:

(a) if replaced as expressly permitted by this Agreement; or

(b) if the removal is of an obsolete item and is in accordance with the Approved Maintenance Program; or

(c) pursuant to, and in accordance with, Section 8.15; or

(d) (i) during the course of maintaining, servicing, repairing, overhauling or testing that Engine or the Aircraft, as the case may be; or

(ii) as part of a normal engine or part rotation program; or

(iii) for the purpose of making such modifications to the Engine or the Aircraft, as the case may be, as are permitted under this Agreement,

and then in each case only if it is reinstalled or replaced by an engine or part complying with Section 8.13(a) as soon as practicable and in any event no later than the Expiry Date.

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8.13 Installation of Engines and Parts

(a) Lessee will ensure that, except as permitted by this Agreement, no engine or part is installed on the Aircraft unless:

(i) in the case of an engine, it (1) is an engine of the same model as, or an improved or advanced version of the Engine it replaces (provided, in the case of an improved or advanced version, it can be installed and operated on the Airframe without modification of the Airframe or the engine, whether or not the other installed Engine is also such an improved or advanced version), (2) is in the same or better operating condition, has substantially similar hours available until the next scheduled checks, inspections, overhauls and shop visits and has the same or greater value and utility as the replaced Engine, (3) has attached to it a current "serviceable tag" issued by the Engine Manufacturer or an approved vendor indicating that the engine is new, serviceable or overhauled (and Lessee shall retain all such tags), and (4) shall be accompanied by documentation establishing traceability "back-to-birth" for all installed LLPs;

(ii) in the case of a part, it (1) is in as good operating condition, (2) has substantially similar hours available until the next scheduled checks, inspections, overhauls and shop visits, is of the same or a more advanced make and model, and is of the same interchangeable modification status as the replaced Part, (3) has attached to it a current "serviceable tag" issued by the manufacturer or approved vendor indicating that the part is new, serviceable or overhauled (and Lessee shall retain all such tags), and (4) shall be accompanied by documentation establishing traceability "back-to-birth";

(iii) in the case of a part, it has become and remains the property of Lessor free from Security Interests and on installation on the Aircraft will, without further act, be subject to this Agreement and to the Security Interest created by any Mortgage, in which case title to the removed part shall automatically become vested in Lessee without further action or warranty on the part of Lessor except that such Part shall be free of Lessor Liens; and

(iv) in each case, Lessee has full details as to its source and maintenance records.

(b) If no Default has occurred and is continuing, Lessee will be entitled to install any engine or part on the Aircraft by way of replacement notwithstanding Section 8.13(a) if:

(i) there is not available to Lessee at the time and in the place that engine or part is required to be installed on the Aircraft a replacement engine or part complying with the requirements of Section 8.13(a);

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(ii) it would result in an unreasonable disruption of the operation of the Aircraft or the business of Lessee to ground the Aircraft until an engine or part complying with Section 8.13(a) becomes available for installation on the Aircraft; and

(iii) as soon as practicable after installation of the same on the Aircraft but, in any event, no later than the earlier of (1) 60 days after such installation and (2) the Expiry Date, Lessee removes any such engine or part and replaces it with the Engine or Part replaced by it or by an engine or part complying with Section 8.13(a).

(c) If no Default has occurred which is continuing, Lessee will be entitled to install Lessee Installed Parts on the Airframe by way of replacement notwithstanding Section 8.13(a)(iii) so long as:

(i) the terms of any lease, conditional sale agreement or security agreement, as the case may be, covering such Lessee Installed Part will not have the effect of prejudicing the title and interest of Lessor in and to the Aircraft (including its Engines and Parts) or the interest of any Mortgagee in respect thereof under any Mortgage;

(ii) the secured party, lessor or conditional vendor, as the case may be, of such Lessee Installed Part has confirmed and acknowledged in writing (which confirmation and acknowledgment may be contained in the lease, conditional sale agreement or security agreement covering such Lessee Installed Part) to Lessor that it will recognize the respective rights, title and interest of Lessor and any Mortgagee in and to the Aircraft (including its Engines and Parts) and that it will not seek to exercise any rights whatever in relation thereto; and

(iii) before the Expiry Date Lessee removes any such Lessee Installed Part and replaces it with the Part replaced by it or by another part, in either case complying with Section 8.13(a).

(d) Lessor agrees, for the benefit of any mortgagee or holder of any other Security Interest in any engine (other than an Engine) owned by any lessor of any engine (other than an Engine) and any conditional vendor of any engine (other than an Engine) purchased by the Lessee subject to a conditional sale agreement or any other security agreement, that Lessor shall not claim any right, title to or interest in any such engine as the result of such engine being installed on the Airframe.

8.14 Non-Installed Engines and Parts

(a) Lessee shall ensure that any Engine or Part which is not installed on the Airframe (or any other airframe as permitted by this Agreement) is, except as expressly permitted by this Agreement, properly and safely stored and kept

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free from Security Interests (other than Permitted Liens), with insurance thereon complying with the requirements of this Agreement.

(b) Lessee shall notify Lessor whenever an Engine is removed from the Aircraft and, from time to time, upon request procure that any Person to whom possession of an Engine is given acknowledges in writing to Lessor, in form and substance satisfactory to Lessor, that such Person will respect the interests of Lessor and any Mortgagee in such Engine and will not seek to exercise any rights whatsoever in relation to such Engine.

(c) Notwithstanding Section 8.14(a), Lessee shall be permitted, if no Default has occurred and is continuing, to install any Engine on an airframe and any Part on an airframe or engine:

(i) owned and operated by Lessee free from Security Interests, other than Permitted Liens;

(ii) leased or hired to Lessee pursuant to a lease or conditional sale agreement on a long-term basis and on terms whereby Lessee has full operational control of that aircraft or engine; or

(iii) acquired or financed by Lessee and operated by Lessee on terms that ownership of that aircraft or engine, as the case may be, pursuant to a lease, conditional sale agreement or Security Interest is vested in or held by any other Person;

provided that in the case of (ii) and (iii):

(1) the terms of any such lease, conditional sale agreement or Security Interest will not have the effect of prejudicing the title and interest of Lessor in and to that Engine or Part or the interest of any Mortgagee in respect thereof under any Mortgage; and

(2) the lessor under such lease, the seller under such conditional sale agreement or the secured party of such Security Interest, as the case may be, has confirmed and acknowledged in writing (which confirmation and acknowledgment may be contained in the lease, conditional sale agreement or document creating the Security Interest covering that Engine or Part) to Lessor, in form and substance satisfactory to Lessor, that it will recognize the respective rights, title and interest of Lessor and any Mortgagee to and in that Engine or Part and that it will not seek to exercise any rights whatever in relation thereto.

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8.15 Pooling of Engines and Parts

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Lessee will not enter into nor permit any pooling agreement or arrangement in respect of an Engine or Part without the prior written consent of Lessor except for pooling agreements or arrangements satisfying the following conditions:

(a) Lessee has entered into the pooling agreement or arrangement in the ordinary course of its airline business;

(b) the other parties to the pooling agreement or arrangement are reputable, solvent commercial air carriers or the manufacturers or suppliers of the Engine or Part (or other reputable, solvent organizations whose business includes the administration of and participation in such pooling agreements or arrangements);

(c) the Engine or Part is leased, let on hire or otherwise made available by Lessee on terms conferring no more than a contractual right *in personam* against Lessee and not a right *in rem* against such Engine or Part;

(d) the pooling agreement or arrangement does not contemplate the transfer of title to the pooled Engine or Part; and

(e) the pooling agreement or arrangement either provides that Lessor (or any Mortgagee designated by Lessor) will be sole loss payee in respect of any loss or damage to the Engine or Part, or provides for Lessor to acquire title to a substitute engine or part satisfying the conditions set out in Section 11.3(a) if the Engine or Part is destroyed.

8.16 Equipment Changes

(a) Lessee will not make any Voluntary Equipment Change expected to cost over $250,000 or that deviates from the Aircraft's original type design or configuration without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) Lessor may review Lessee's proposed designs, plans, engineering drawings and diagrams, and flight and maintenance manual revisions for any proposed Equipment Change. If requested by Lessor, Lessee will furnish Lessor (at Lessee's expense) with such documents in final form and any other documents required by Applicable Law as a result of an Equipment Change. All Equipment Changes made to the Aircraft will be properly documented in the Aircraft Documents and be fully approved by the Aviation Authority.

(c) Lessor shall not make any Voluntary Equipment Change that has the effect of diminishing or impairing the value, utility, condition or airworthiness of the Aircraft.

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(d) All permanent or structural Equipment Changes and all Mandatory Equipment Changes will, upon installation, become a part of the Aircraft and the property of Lessor. All temporary and non-structural Voluntary Equipment Changes

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will remain the property of Lessee and, at Lessor's request, will be removed from the Aircraft before return of the Aircraft to Lessor and the Aircraft will be restored to its condition prior to that Equipment Change; provided, that Lessee may not remove a Voluntary Equipment Change without Lessor's consent during the continuation of a Default.

8.17 Title to Engines and Parts

(a) Any Engine at any time removed from the Aircraft will remain the property of Lessor until a replacement has been made in accordance with this Agreement and title to that replacement has passed, according to Applicable Laws, to Lessor subject to this Agreement free of all Security Interests, whereupon title to the removed Engine will, provided no Default has occurred and is continuing, pass to Lessee free of Lessor Liens.

(b) Title to all Parts installed on the Aircraft, whether by way of replacement, as the result of an Equipment Change or otherwise (except those installed pursuant to Section 8.13(b) or Section 8.15) will on installation, without further act, vest in Lessor subject to this Agreement free and clear of all Security Interests. Lessee will at its own expense take all such steps and execute, and procure the execution of, all such instruments that are necessary to ensure that title so passes to Lessor and is subject to the Security Interest created by any Mortgage according to all Applicable Laws. At any time when requested by Lessor, Lessee will provide evidence to Lessor's reasonable satisfaction (including the provision, if required, to Lessor of one of more legal opinions) that title has so passed to Lessor and is subject to the Security Interest created by any Mortgage.

(c) Except as referred to in Section 8.17(b), any Part at any time removed from the Aircraft will remain the property of Lessor until a replacement has been made in accordance with this Agreement and until title to that replacement has passed, according to Section 8.17(b) and Applicable Laws, to Lessor subject to this Agreement free of all Security Interests, whereupon title to the removed Part will, provided no Default has occurred and is continuing, pass to Lessee free of Lessor Liens.

8.18 Third Parties

Lessee shall procure that no Person having possession of the Aircraft during the Term will act in any manner inconsistent with Lessee's obligations under this Agreement, and that all such Persons shall comply with those obligations as if references to "Lessee" included a separate reference to those Persons.

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8.19 Non-Discrimination

(a) Lessee shall not discriminate against the Aircraft in its use, maintenance or operation of the Aircraft compared to similar aircraft owned or operated by Lessee, and Lessee shall service, repair, maintain and overhaul the Aircraft so

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as to keep the Aircraft maintained in the same manner and with the same care as used by Lessee with similar aircraft owned or operated by Lessee.

(b) Subject to a sublease permitted pursuant to Section 8.5, Lessee shall continue to use the Aircraft in its regular commercial passenger operations until delivery to the Return Location immediately prior to the Final Inspection.

(c) Lessee further agrees that normal progressive maintenance will continue to be performed on the Aircraft throughout the Term, and no unusual maintenance procedures or cessation of maintenance shall occur during the one year period prior to the Expiry Date.

9. INSURANCE

9.1 Insurances

Lessee will maintain in full force and effect during the Term insurances in respect of the Aircraft in form and substance reasonably satisfactory to Lessor (the "Insurances") through such brokers and with such insurers and having such deductibles and being subject to such exclusions as are usual and customary in the worldwide aviation insurance marketplace for major international air carriers operating similar equipment who are similarly situated with Lessee. The Insurances will be effected either:

(a) on a direct basis with insurers of recognized standing who normally participate in aviation insurances in the leading international insurance markets and led by reputable underwriters approved by Lessor, or

(b) with a single insurer or group of insurers approved by Lessor who does not retain the risk, but effects substantial reinsurance in the leading international insurance markets and through reinsurance brokers of recognized standing and acceptable to Lessor for a percentage acceptable to Lessor of all risks insured.

Lessor acknowledges and confirms that the current deductibles and exclusions, together with the existing brokers and insurers, in respect of the insurances and reinsurances maintained by Lessee on the date of this Agreement are acceptable to it.

9.2 Requirements

Lessor's current requirements as to Insurances are as specified in this Section 9 and in Schedule 4. Except for the amount of the Agreed Value, the Minimum Liability Coverage and the deductible under Lessee's hull and war risk insurance policies, Lessor may from time to time stipulate such other requirements for the Insurances as Lessor reasonably considers necessary to ensure that the scope and level of cover is maintained in accordance with the then prevailing industry practice in relation to aircraft of the same type as the Aircraft and in relation to operators of similar standing to Lessee. In the event that it proposes any such stipulation, Lessor shall notify Lessee accordingly and Lessor and/or its brokers will then consult in good faith with Lessee and Lessee's brokers (as for the time being approved by Lessor) with regard to

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such proposed stipulation. If, following the consultation, Lessor is satisfied that the stipulation should be made, Lessee shall then comply with the stipulated requirements.

9.3 Insurance Covenants

Lessee shall:

(a) ensure that all legal requirements as to insurance of the Aircraft, any Engine or any Part that may from time to time be imposed by the laws of the State of Registration or any jurisdiction to, from or over which the Aircraft may be flown, in so far as they affect or concern the operation of the Aircraft, are complied with and, in particular, those requirements compliance with which is necessary to ensure that:

(i) the Aircraft does not become subject to detention or forfeiture;

(ii) the Insurances remain valid and in full force and effect; and

(iii) the interests of the Indemnitees in the Insurances and the Aircraft or any Part are not thereby prejudiced;

(b) not use, cause or permit the Aircraft, any Engine or any Part to be used for any purpose or in any manner not covered by the Insurances or outside any geographical limit imposed by the Insurances;

(c) comply with the terms and conditions of each policy of the Insurances and not do, consent or agree to any act or omission that:

(i) invalidates or may reasonably be expected to invalidate the Insurances;

(ii) renders or may reasonably be expected to render void or voidable the whole or any part of any of the Insurances; or

(iii) brings any particular liability within the scope of an exclusion or exception to the Insurances;

(d) not take out without the prior written approval of Lessor any insurance in respect of the Aircraft other than those of the type required under this Agreement unless relating solely to hull total loss, business interruption, engine break-down, profit commission and deductible risk;

(e) provide to Lessor and any Mortgagee copies of those documents evidencing the Insurances which Lessor and any Mortgagee may reasonably request;

(f) on request, provide to Lessor and any Mortgagee evidence that the Insurance premiums have been paid;

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(g) not make any modification or alteration to the Insurances material and adverse to the interests of any of the Indemnitees;

(h) be responsible for any deductible under the Insurances; and

(i) provide any other insurance related information, or assistance, in respect of the Insurances as Lessor may reasonably request.

9.4 Renewal of Insurances

Lessee shall commence renewal procedures at least 30 days prior to the expiration of any of the Insurances and provide to Lessor and any Mortgagee:

(a) if requested by Lessor, a written status report of renewal negotiations 14 days prior to each expiration date;

(b) telefaxed confirmation of completion of renewal prior to each expiration date; and

(c) a certificate of insurance, a certificate of reinsurance and broker's letter of undertaking substantially in the form delivered to Lessor on the Delivery Date, detailing the coverage and confirming the insurers' agreement to the specified insurance requirements of this Agreement within seven days after each renewal date.

9.5 Failure to Insure

If Lessee fails to maintain the Insurances in compliance with this Agreement:

(a) Lessee shall immediately ground the Aircraft and shall keep it grounded until such time as the Insurances shall again be in full force and effect.

(b) Lessee shall immediately notify Lessor and any Mortgagee of the non-compliance of the Insurances with the requirements of this Agreement, and Lessee shall provide Lessor with full details of all steps that Lessee is taking or proposes to take in order to remedy such non-compliance.

(c) Each of the Indemnitees will be entitled but not obligated (without prejudice to any other rights of Lessor under this Agreement):

(i) to pay the premiums due or to effect and maintain insurances satisfactory to it or otherwise remedy Lessee's failure in such manner (including to effect and maintain an "owner's interest" policy) as it considers appropriate, and any sums so expended by it will become immediately due and payable by Lessee to Lessor on demand (such demand being made as soon as reasonably practicable following the incurring of such expenditure), together with interest thereon at the

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Default Rate from the date of expenditure by it up to the date of reimbursement by Lessee (before and after any judgment); and

(ii) at any time while such failure is continuing to require the Aircraft to remain at any airport or to proceed to and remain at any airport designated by it until the failure is remedied to its reasonable satisfaction.

9.6 Continuing Insurance for Indemnity

(a) Lessor may require Lessee to effect and to maintain insurance after the Expiry Date with respect to its liability under the indemnities in Section 10 for such period as Lessor may reasonably require (but in any event not more than three years) providing for each Indemnitee to be named as an additional insured.

(b) Lessee's obligation under this Section 9.6 shall not be affected by Lessee ceasing to be lessee of the Aircraft or any of the Indemnitees ceasing to have any interest in respect of the Aircraft, and upon a Transfer pursuant to Section 14.2, Lessee shall continue to name the Indemnitees as additional insureds under the Insurance policies covered by Section 1(d) of Schedule 4 for three years after the Transfer date.

9.7 Application of Insurance Proceeds

As between Lessor and Lessee, and except to the extent otherwise required pursuant to the provisions of the airline finance/lease contract Endorsements AVN67B and AVN67B (Hull War) adopted by the Lloyd's Aviation Underwriter's Association, if applicable:

(a) All insurance payments, up to the Agreed Value, received as the result of a Total Loss occurring during the Term will be paid to Lessor (unless or until Lessor notifies Lessee that said payments should be made to a Mortgagee).

(b) All insurance proceeds in respect of any damage or loss to the Aircraft, any Engine or any Part occurring during the Term not constituting a Total Loss and involving insurance proceeds in excess of the Damage Notification Threshold will be paid to Lessor (unless or until Lessor notifies Lessee that said payments should be made to a Mortgagee) and applied in payment (or to reimburse Lessee) for repairs or replacement property upon Lessor and any Mortgagee being reasonably satisfied that the repairs or replacement have been effected in accordance with this Agreement. Insurance proceeds in amounts less than the Damage Notification Threshold may be paid by the insurer directly to Lessee. Any balance remaining shall be paid to or may be retained by Lessee.

(c) All insurance proceeds in respect of third party liability will be paid to the relevant third party.

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(d) Notwithstanding Sections 9.7(a) and (b), if at the time of the payment of any such insurance proceeds a Default has occurred and is continuing, all such proceeds will be paid to or retained by Lessor (unless or until Lessor notifies Lessee that said payments should be made to a Mortgagee) to be applied toward payment of any amounts that may be or become payable by Lessee in such order as Lessor sees fit or as Lessor may elect. In the event that Lessee remedies any such Default to the reasonable satisfaction of Lessor, then Lessor shall procure that all such insurance proceeds then held by Lessor or any Mortgagee, as the case may be, in excess of the amounts (if any) applied by Lessor or any Mortgagee, as the case may be, in accordance with this Section 9.7(d) shall be paid promptly to Lessee.

10. INDEMNITY

10.1 General

(a) Lessee shall defend, indemnify and hold harmless each of the Indemnitees for, from and against any and all claims, proceedings, losses, liabilities, suits, judgments, costs, expenses, penalties or fines (each a "Claim") regardless of when the same is made or incurred, whether during or after the Term (but not before):

(i) that may at any time be suffered or incurred directly or indirectly as a result of or connected with possession, delivery, performance, management, registration, control, maintenance, condition, service, repair, overhaul, leasing, subleasing, use, operation or return of the Aircraft, any Engine or Part (either in the air or on the ground) whether or not the Claim may be attributable to any defect in the Aircraft, any Engine or any Part or to its design, testing, use or otherwise, and regardless of when the same arises or whether it arises out of or is attributable to any act or omission, negligent or otherwise, of any Indemnitee;

(ii) that arise out of any act or omission that invalidates or that renders voidable any of the Insurances; or

(iii) that may at any time be suffered or incurred as a consequence of any design, article or material in the Aircraft, any Engine or any Part or its operation or use constituting an infringement of patent, copyright, trademark, design or other proprietary right or a breach of any obligation of confidentiality owed to any Person.

(b) Notwithstanding the provisions of Section 10.1(a), Lessee shall not have to indemnify for any Claim to the extent that:

(i) it arises directly as a result of the willful misconduct or gross negligence of an Indemnitee;

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(ii) it arises directly as a result of a breach by Lessor of its express obligations under this Agreement or as a result of a representation or warranty given by Lessor in this Agreement not being true and correct at the date when, or when deemed to have been, given or made;

(iii) it constitutes a Non-Indemnified Tax or Lessor Lien;

(iv) it represents a Tax or loss of tax benefits (Lessee's liabilities for which, to the extent thereof, are set out in Sections 5.7, 5.8, 5.9 and 5.11);

(v) it constitutes a cost or expense that is required to be borne by Lessor in accordance with another provision of this Agreement;

(vi) it results from any disposition not caused by Lessee of all or any part of Lessor's rights, title or interest in or to the Aircraft or under this Agreement, unless such disposition occurs as a consequence of an Event of Default;

(vii) it is attributable to an event occurring after the Term unless the Claim results from or arises out of an act or omission by Lessee, or any circumstance existing, during the Term; or

(viii) it is brought after the Term and relates to a claimed patent infringement by the applicable Manufacturer.

10.2 Mitigation

(a) Lessor agrees that it shall notify Lessee in writing as soon as reasonably practicable after it becomes aware of any circumstances that would, or would reasonably be expected to, become the subject of a claim for indemnification pursuant to Section 10.1. Lessor (and any other Indemnitee seeking indemnification, as the case may be) and Lessee shall then consult with one another in good faith in order to determine what action (if any) may reasonably be taken to avoid or mitigate such Claim. Lessee shall have the right to take all reasonable action (on behalf and, if necessary, in the name of Lessor or such other Indemnitee) in order to resist, defend or settle (provided such settlement is accompanied by payment) any claims by third parties giving rise to such Claim, provided always that Lessee shall not be entitled to take any such action unless adequate provision, reasonably satisfactory to Lessor and such other Indemnitee, shall have been made in respect of the third party claim and the costs thereof. Lessee or, if the Claim is covered by Lessee's Insurances, Lessee's insurers shall be entitled to select any counsel to represent it or them, Lessor and such other Indemnitee in connection with any such action, subject in the case of Lessee to the approval of Lessor and such other Indemnitee (such approval not to be unreasonably withheld) and any action taken by Lessee shall be on a full indemnity basis in respect of Lessor and such other Indemnitee.

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(b) Any sums paid by Lessee to Lessor or any Indemnitee in respect of any Claim pursuant to Section 10.1 shall be paid subject to the condition that, in the event that Lessor or such Indemnitee is subsequently reimbursed in respect of that Claim by any other Person, Lessor or such Indemnitee shall, provided no Default shall have occurred and be continuing, promptly pay to Lessee an amount equal to the sum paid to it by Lessee, including any interest on such amount to the extent attributable thereto and received by Lessor or such Indemnitee, less any Tax payable by Lessor or such Indemnitee in respect of such reimbursement.

10.3 Duration

The indemnities contained in this Agreement will survive and continue in full force after the Expiry Date.

11. EVENTS OF LOSS

11.1 Total Loss Before Delivery

If a Total Loss occurs before Delivery, this Agreement will immediately terminate and neither party will have any further obligation or liability under this Agreement except as expressly stated herein.

11.2 Total Loss After Delivery

(a) If a Total Loss occurs after Delivery, Lessee will pay the Agreed Value to Lessor (or any Mortgagee designated by Lessor) on the earlier of:

(i) the date of receipt of the insurance proceeds payable as a result of the Total Loss, or

(ii) the 30th day after the Total Loss Date (the "Settlement Date"),

in either case unless the Aircraft is restored to Lessor or Lessee within that period (or, in the case of a Total Loss coming within paragraph (c) of the definition of Total Loss and involving the loss of Lessor's title to the Aircraft, if both the Aircraft and Lessor's title thereto are restored to Lessor or, in the case of the Aircraft, to Lessee).

(b) The receipt by Lessor or any Mortgagee (on behalf of Lessor) of the insurance proceeds in respect of the Total Loss on or prior to the Settlement Date shall discharge Lessee from its obligation to pay the Agreed Value to Lessor pursuant to this Section 11.2, provided such proceeds are not less than the Agreed Value. In the event that the insurance proceeds are paid initially to Lessee and not to Lessor or any Mortgagee, they may be retained by Lessee if Lessee shall have paid the Agreed Value to Lessor or any Mortgagee (on behalf of Lessor); otherwise Lessee shall pay the Agreed Value to Lessor or any Mortgagee (on behalf of Lessor) not later than the next Business Day following receipt by Lessee of such proceeds. In the event that Lessee pays

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the Agreed Value to Lessor or any Mortgagee (on behalf of Lessor) in accordance with this Section 11.2, Lessor shall promptly assign to Lessee its rights under the Insurances to receive the insurance proceeds in respect of the Total Loss to the extent that such proceeds shall not have been paid to Lessee.

(c) Subject to the rights of any insurers or other third parties, upon irrevocable payment in full to Lessor or any Mortgagee (on behalf of Lessor) of the Agreed Value and all other amounts that may be or become payable to Lessor under this Agreement, Lessor shall:

(i) without recourse or warranty (except as to the absence of Lessor Liens), and without further act, be deemed to have transferred to Lessee all of Lessor's rights to any Engines or Parts not installed when the Total Loss occurred, all on an "as-is where is" basis, and shall, at Lessee's expense, execute and deliver such bills of sale and other documents and instruments as Lessee may reasonably request to evidence (on the public record or otherwise) the transfer and the vesting of Lessor's rights in such Engines and Parts in Lessee, free and clear of all rights of Lessor and any Lessor Liens; and

(ii) pay to Lessee, as a rebate of prepaid Basic Rent, an amount equal to the product of (1) one month's Basic Rent multiplied by (2) a fraction the numerator of which is the number of days remaining in the then current Rental Period and the denominator of which is the number of days in the then current Rental Period.

11.3 Engine Loss

(a) Upon the occurrence of an Engine Loss in circumstances in which there has not also occurred a Total Loss (including, for the avoidance of doubt, at a time when the Engine is not installed on the Airframe), Lessee shall give Lessor and any Mortgagee written notice promptly upon becoming aware of the same and shall, within 60 days after the Engine Loss Date, convey or cause to be conveyed to Lessor, as replacement for such Engine, title to a replacement engine that is in the same or better operating condition, and has the same or greater value and utility, as the lost Engine (assuming the lost Engine was, immediately before the Engine Loss, in the condition required by this Agreement) and that complies with the conditions set out in Section 8.13(a).

(b) Lessee will at its own expense take all such steps and execute, and procure the execution of, a full warranty bill of sale covering such replacement engine, a supplement to this Agreement adding such replacement engine to the Leased Property and all such other agreements and instruments that are necessary to ensure that title to such Engine passes to Lessor and is subject to the Security Interest created by any Mortgage and such replacement engine becomes an "Engine", all according to Applicable Laws. At any time when requested by Lessor, Lessee will provide evidence to Lessor's reasonable satisfaction

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(including the provision, if required, to Lessor of one of more legal opinions) that title has so passed to Lessor and is subject to the Security Interest created by any Mortgage.

(c) Upon compliance with the foregoing title transfer provisions, the leasing of the replaced Engine that suffered the Engine Loss shall cease and title to such replaced Engine shall (subject to any salvage rights of insurers) vest in Lessee free of Lessor Liens. If Lessor or any Mortgagee subsequently receives any insurance proceeds relating to such Engine Loss, Lessor shall promptly remit such proceeds, or cause such proceeds to be remitted, to Lessee.

(d) No Engine Loss with respect to any Engine that is replaced in accordance with the provisions of this Section 11.3 shall result in any increase or decrease in Basic Rent, Additional Rent or the Agreed Value.

11.4 Requisition

During any requisition for use or hire of the Aircraft, any Engine or Part that does not constitute a Total Loss:

(a) the Basic Rent, Additional Rent and Supplemental Rent payable under this Agreement will not be suspended or abated either in whole or in part, and Lessee will not be released from any of its other obligations under this Agreement (other than operational obligations with which Lessee is unable to comply solely by virtue of the requisition);

(b) so long as no Default has occurred and is continuing, Lessee will be entitled to any compensation payable by the requisitioning authority in respect of the Term;

(c) Lessee will, as soon as practicable after the end of any such requisition (with the Term being extended if and to the extent that the period of requisition continues beyond the Scheduled Expiry Date), cause the Aircraft to be put into the condition required by this Agreement; and

(d) Lessor will be entitled to all compensation payable by the requisitioning authority in respect of any change in the structure, state or condition of the Aircraft arising during the period of requisition, and Lessor will apply such compensation in reimbursing Lessee for the cost of complying with its obligations under this Agreement in respect of any such change; provided, that, if any Default has occurred and is continuing, Lessor may apply the compensation in or towards settlement of any amounts owing by Lessee under this Agreement.

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12. RETURN OF AIRCRAFT

12.1 Redelivery

On the Expiry Date or termination of the leasing of the Aircraft under this Agreement, Lessee shall, unless a Total Loss has occurred, at its expense, redeliver the Aircraft and Aircraft Documents to Lessor at the Redelivery Location in a condition complying with this Section 12 and Schedule 3, free and clear of all Security Interests and Permitted Liens (other than Lessor Liens).

12.2 Final Checks

Immediately prior to return of the Aircraft, Lessee shall perform the following:

(a) Lessee shall perform the next sequential block "C" check or equivalent block-type maintenance on the Airframe in accordance with the MPD, including all corresponding lower level checks, and Lessee shall perform all other inspections and tasks (including corrosion prevention and control and aging aircraft inspections, if any), all structural/systems/zonal inspections and out-of-sequence inspections due at that time, and all routine and non-routine tasks, all with full fault rectification, sufficient to clear the Aircraft for operation until its next scheduled C-Check. If the Approved Maintenance Program permits such "C" check, inspections and other tasks to be performed in phases, Lessee shall perform all phases of such maintenance check, inspections and other tasks immediately prior to return of the Aircraft to Lessor in order to align such maintenance of the Aircraft with the then latest revision of the Airframe Manufacturer's "block type" Maintenance Planning Document schedule to the same extent as if the Approved Maintenance Program did not permit such maintenance check, inspections and other tasks to be performed in phases.

(b) Lessee shall perform (or have performed by an Agreed Maintenance Performer) an internal and external corrosion inspection in accordance with the CPCP, and correct any discrepancies in accordance with the recommendations of the Airframe Manufacturer and the SRM. In addition, all inspected areas will be properly treated with corrosion inhibitor as recommended by Airframe Manufacturer.

(c) If Lessee performed any structural inspections or tasks on a sampling basis but did not perform such inspections on the Aircraft, such work shall also be performed on the Aircraft.

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(d) Lessee shall perform a videotape borescope inspection of all accessible gas path sections of each Engine (accessible whether by borescope port or other means), including the low pressure and high pressure compressors and the turbine area of such Engine. All items beyond the Engine Manufacturer's maintenance manual serviceable limits will be rectified at Lessee's sole cost

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and expense. No Engine will be "on watch" for any reason requiring special or out of sequence inspection.

(e) In accordance with the Engine Manufacturer's maintenance manual, Lessee shall perform a maximum power assurance run and condition, acceleration and bleed valve scheduling checks on each Engine. Lessee will record and evaluate each Engine's performance, with Lessor and/or its representatives entitled to be present. Each Engine shall pass such tests without operational limitations throughout the operating envelope in accordance with the Engine Manufacturer's maintenance manual.

(f) Lessee shall perform a videotape borescope inspection and an electrical and pneumatic load analysis of the APU, and all items beyond the manufacturer's recommended limits will be rectified at Lessee's sole cost and expense.

(g) Lessee shall have removed and blended all external and interior markings.

(h) If any historical and technical records, condition trend monitoring data, power assurance runs or borescope inspection indicate an abnormal acceleration in the rate of performance deterioration or oil consumption in any Engine or the APU, Lessee shall correct such conditions causing the accelerated rate of deterioration or oil consumption.

(i) Lessee shall also perform or cause to be performed, to the extent it is able, any other work reasonably required by Lessor (and not otherwise required under this Agreement) so long as such work does not prevent Lessee from returning the Aircraft on the Expiry Date, and Lessor shall reimburse Lessee for the Actual Cost of such work.

12.3 Final Inspection

(a) During the 15 days prior to redelivery of the Aircraft, Lessee will make the Aircraft available to representatives of Lessor and the Financing Parties for inspection ("Final Inspection") in order to verify that the condition of the Aircraft complies with this Agreement. The Final Inspection will be long enough to permit the representatives of Lessor and the Financing Parties to inspect, at their own cost, the Aircraft Documents, the Aircraft and any uninstalled Parts and Engines. The representatives of Lessor and the Financing Parties shall attend and conduct the Final Inspection diligently and, without limiting their right to conduct the full Final Inspection permitted by this Agreement, will cooperate with Lessee in order to complete the Final Inspection as soon as reasonably practical.

(b) Lessor and the Financing Parties shall also be entitled, as part of the Final Inspection, to require Lessee to perform an acceptance flight of up to three hours at Lessee's cost (with up to two representatives of Lessor and the Financing Parties on-board as observers) and such further acceptance flights as may be necessary in the event that the first or subsequent flights do not

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confirm that the Aircraft complies with the redelivery requirements of this Agreement.

(c) At the request of Lessor, Lessee shall perform "bridging" maintenance procedures for the purpose of standardizing the Aircraft to the maintenance program of any subsequent operator of the Aircraft; provided, that Lessor shall pay to Lessee the Actual Cost of all "bridging" procedures that are in excess of or not in lieu of the final checks and maintenance work to be performed pursuant to Section 12.2 and Schedule 3.

12.4 Non-Compliance

To the extent that, at the time of Final Inspection, the condition of the Aircraft or the Aircraft Documents does not comply with this Agreement, Lessee shall, at the option of Lessor:

(a) immediately rectify the non-compliance and, to the extent the non-compliance extends beyond the Expiry Date, the Term will be automatically extended until the non-compliance has been rectified; or

(b) redeliver the Aircraft and the Aircraft Documents to Lessor and indemnify Lessor, and provide security reasonably acceptable to Lessor for that indemnity, against the cost of putting the Aircraft and/or the Aircraft Documents into the condition required by this Agreement.

During any extension of the Term pursuant to Section 12.4(a), this Agreement will remain in full force and effect, including the obligation to pay lease rental (which Lessee shall pay on a *per diem* basis weekly in advance in an amount equal to one-fourth of the Basic Rent Amount); provided, however, that Lessee shall not operate, or permit others to operate, the Aircraft after the Expiry Date except for acceptance flights pursuant to Section 12.2 and a ferry flight to the Redelivery Location.

12.5 Aircraft Documentation

(a) Lessee shall redeliver to Lessor on the Expiry Date all Aircraft Documents delivered with the Aircraft on the Delivery Date in the form and condition in which such Aircraft Documents were delivered by Lessor to Lessee, and all other Aircraft Documents acquired or prepared by Lessee during the Term, including time logs showing Flight Hours and Cycles for the Airframe, Engines, Landing Gear and APU on any given date, documents, manuals, (revised up to and including the most current revisions issued by the applicable Manufacturer), data, overhaul records, time controlled part traceability to overhaul, LLP traceability to overhaul and "zero time since new" for time controlled parts that have been replaced by Lessee, log books, serviceable parts tags (such as FAA Form 8130-3 or JAA Form One) for all Parts that have been replaced by Lessee, teardown reports or alternative compliance as described in Section 8.13 for time controlled parts that have

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been replaced by Lessee, Aviation Authority forms (as applicable), modification records, inspection reports (including NDT documentation such as x-ray, eddy current, *etcetera*) and all other documentation pertaining to the Aircraft, Engines and Parts. All discrepancies found in the Aircraft Documents shall be corrected, and any missing Aircraft Documents shall be reconstructed by Lessee and Lessee's sole cost and expense prior to the return of the Aircraft. All Aircraft Documents shall be in the English language.

(b) Upon redelivery and upon request by Lessor, Lessee shall (a) provide to Lessor all documents necessary to export the Aircraft from the State of Registration (including a valid and subsisting export license for the Aircraft), and (b) provide any documents requested by Lessor in connection with, and otherwise cooperate with, the deregistration of the Aircraft by the Aviation Authority, including causing the Aviation Authority to issue an Export Certificate of Airworthiness to a country specified by Lessor.

12.6 Acknowledgment

Provided Lessee has complied with its obligations under this Agreement, following redelivery of the Aircraft by Lessee to Lessor at the Redelivery Location, Lessor will deliver to Lessee an acknowledgment confirming that Lessor is satisfied that the Aircraft is in the condition required by this Agreement and has been redelivered to Lessor in accordance with this Agreement.

12.7 Maintenance Program

(a) During the 20-day period preceding the Scheduled Expiry Date and upon Lessor's request, Lessee will provide Lessor or its agent reasonable access to the Approved Maintenance Program and the Aircraft Documents in order to facilitate the Aircraft's integration into any subsequent operator's fleet. Lessor agrees that it will not disclose the contents of the Approved Maintenance Program to any Person except to the extent necessary to monitor Lessee's compliance with this Agreement and/or to bridge the maintenance program for the Aircraft from the Approved Maintenance Program to another program after the Expiry Date.

(b) Concurrent with providing the Aircraft Documents for Lessor's review, Lessee shall provide to Lessor a written summary of all sampling programs involving or affecting the Aircraft.

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12.8 Storage

(a) If Lessor so requests, and subject to the availability of the requisite space, Lessee shall park and store the Aircraft at a secure storage area, which may be at the Redelivery Location or at any other suitable facility of Lessee selected by Lessee, wherever located (the "Storage Location"), on behalf of Lessor for a period not exceeding 30 days from the Expiry Date. During that period the Aircraft shall be at Lessee's risk (save as to any loss or damage caused by

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Lessor's willful misconduct or gross negligence), and Lessee shall maintain and store the Aircraft in accordance with the respective manufacturer's maintenance planning document and shall insure the Aircraft in accordance with a "ground risk only" policy usual and customary in the worldwide aviation insurance marketplace. All storage, maintenance and insurance costs shall be borne by Lessee.

(b) If Lessor so requests, and subject to the availability of the requisite space, Lessee shall continue to park and store the Aircraft at the Storage Location on behalf of Lessor for a further period not exceeding 60 days. During that further period the Aircraft shall be at Lessor's risk (save as to any loss or damage caused by Lessee's willful misconduct or gross negligence), but Lessee shall continue to maintain, store and insure the Aircraft in accordance with this Section 12.8. All reasonable storage, maintenance and insurance costs incurred by Lessee (excluding any profit element accruing to Lessee) during such further period shall be reimbursed by Lessor promptly upon presentation of supporting invoices and/or receipts.

13. DEFAULT

13.1 Events

Each of the following events will constitute an Event of Default and a repudiation of this Agreement by Lessee:

(a) Non-payment: Lessee (i) fails to pay the Agreed Value and all other amounts required under Section 11.2 on the Settlement Date, (ii) fails to make any payment of Basic Rent or Additional Rent within two Business Days after the date on which such payment is due, or (iii) fails to pay any other amount payable by it under this Agreement within five Business Days after written notice from Lessor that such amounts are due; or

(b) Material Covenants: Lessee (i) fails to rectify the non-compliance of the Leased Property with the conditions of Section 12 and Schedule 3 or redeliver the Leased Property to Lessor in accordance with Section 12.4, (ii) fails to maintain in full force and effect any insurance required to be maintained under Section 9, or (iii) transfers possession of the Airframe or any Engine to another Person other than as permitted by this Agreement; or

(c) Breach: Lessee fails to comply with any other provision of this Agreement and, if such failure is, in the reasonable opinion of Lessor, capable of remedy, the failure continues for 30 days after notice from Lessor to Lessee, provided, that if such failure cannot reasonably be remedied within such 30 day period and Lessee is diligently undertaking all necessary remedial action, the 30 day period shall be extended for a further 15 days; or

(d) Representation: any representation or warranty made (or deemed to be repeated) by Lessee in this Agreement or in any document or certificate

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furnished to Lessor pursuant to or in connection with this Agreement is or proves to have been incorrect in any material respect when made or deemed to be repeated and Lessee's ability to comply with its obligations under this Agreement, and/or Lessor's or any Mortgagee's rights, title and interest to and in the Aircraft and/or under this Agreement, are thereby materially and adversely affected; or

(e) Cross Default:

(i) any Financial Indebtedness of Lessee or any of its Affiliates that exceeds $500,000 is not paid when due and any applicable grace period shall have expired;

(ii) the security for any Financial Indebtedness is enforced;

(iii) any lease, conditional sale, installment sale or forward purchase agreement of Lessee or any of its Affiliates in respect of an aircraft is terminated as a consequence of an event of default or termination event (however described); or

(iv) an event of default (however described) occurs under any lease, conditional sale, installment sale or forward purchase agreement between Lessor or any of its Affiliates and Lessee or any of its Affiliates;

provided always, in any such case, it shall not constitute an Event of Default under this Agreement:

(1) if the relevant Financial Indebtedness constitutes non-recourse borrowing or financing; or

(2) if the non-payment, acceleration, termination or event in question is being contested by Lessee in good faith and on reasonable grounds and any declaration of default, termination of agreement or enforcement of security has been stayed by a court of competent jurisdiction; or

(f) Approvals: any consent, authorization, license, certificate or approval of or registration with or declaration to any Government Entity in connection with this Agreement, including:

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(i) any authorization required by Lessee of, or in connection with, the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by Lessee of its obligations under this Agreement; or

(ii) any airline license, air transport license, franchise, concession, permit, certificate, right or privilege required by Lessee for the conduct of its business,

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is modified, withheld, revoked, suspended, canceled, withdrawn, terminated or not renewed, or otherwise ceases to be in full force and is not reissued, reinstated or renewed within 30 days, provided however that any such modification, withholding, revocation, suspension, cancellation, withdrawal, termination or non-renewal shall only constitute an Event of Default if it has a material adverse effect on Lessee's ability to perform its obligations under the Operative Documents or on Lessor's rights, title and interest to and in the Aircraft or under this Agreement; or

(g) Insolvency:

(i) Lessee or any of its Affiliates is, or is deemed for the purposes of any relevant law to be, unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due; or

(ii) Lessee or any of its Affiliates suspends making payments on all or any class of its debts or announces an intention to do so, or a moratorium is declared in respect of any of its indebtedness; or

(h) Bankruptcy and Similar Proceedings

(i) Lessee shall consent to the appointment of a receiver, trustee or liquidator for itself or for a substantial part of its property; or

(ii) Lessee shall admit in writing its inability to pay its debts generally as they become due, or Lessee shall make a general assignment for the benefit of creditors; or

(iii) Lessee shall file a voluntary petition in bankruptcy or a voluntary petition or answer seeking reorganization in a proceeding under any laws dealing with bankruptcy, insolvency, moratorium or creditors' rights generally (any or all of which are hereinafter referred to as "Bankruptcy Laws"), or an answer admitting the material allegations of a petition filed against Lessee in any such proceeding, or Lessee shall by voluntary petition or answer consent to or fail to oppose the seeking of relief under the provisions of any Bankruptcy Laws; or

(iv) any order, judgment or decree is entered by a court of competent jurisdiction appointing a receiver, trustee or liquidator of Lessee or a substantial part of its property, or ordering a substantial part of Lessee's property to be sequestered, is instituted or done with the consent of Lessee or, if instituted by another Person, the order, judgment or decree is not dismissed, remedied or relinquished within 30 days; or

(v) a petition against Lessee in a proceeding under any Bankruptcy Laws shall be filed and shall not be withdrawn or dismissed within 30 days thereafter, or if, under the provisions of any Bankruptcy Laws that may apply to Lessee, any court of competent jurisdiction shall assume

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Do jurisdiction, custody or control of Lessee or of any substantial part of its property; or

(vi) any step (including petition, proposal or convening a meeting) is taken with a view to a composition, assignment or arrangement with any creditors of, or the reorganization, rehabilitation, administration, liquidation, or dissolution of, Lessee or any of its Affiliates or any other insolvency proceedings involving Lessee or any of its Affiliates; or

(i) Other Jurisdiction: there occurs in relation to Lessee or any of its Affiliates any event anywhere which, in the reasonable opinion of Lessor, corresponds with any of those mentioned in Section 13.1(h); or

(j) Unlawful: it becomes unlawful for Lessee to perform any of its material obligations under this Agreement or this Agreement becomes wholly or partly invalid or unenforceable, provided that any such partial invalidity or unenforceability shall only constitute an Event of Default if it has a material adverse effect on Lessee's ability to perform its obligations under this Agreement or Lessor's rights, title and interest in and to the Aircraft or under this Agreement; or

(k) Suspension of Business: Lessee or any of its Affiliates suspends or ceases to carry on all or a substantial part of its business; or

(l) Disposal: Lessee or any of its Affiliates disposes or threatens to dispose of all or a material part of its assets, whether by one or a series of transactions, related or not, other than pursuant to a merger or consolidation as referred to in, and subject to, Section 8.8(b) or for the purpose of any other reorganization or amalgamation the terms of which have received the previous consent in writing of Lessor; or

(m) Rights: the existence, validity, enforceability or priority of the rights of Lessor as owner and lessor in respect of the Aircraft or the rights of any Mortgagee as mortgagee of the Aircraft and assignee of this Agreement are challenged by Lessee or any other Person claiming by or through Lessee; or

(n) Change of Ownership: any single Person or group of Persons acquire control, directly or indirectly, of Lessee without the previous consent in writing of Lessor (which consent shall not be withheld unless Lessor is of the reasonable opinion that such acquisition of control will have a materially adverse effect on Lessee's ability to perform its obligations under this Agreement or Lessor's rights, title and interest in and to the Aircraft or under this Agreement), not including (i) individuals or other Persons that are currently in control of Lessee, (ii) spouses of any such individuals, (iii) any lineal ancestor or descendant of any such individual, (iv) any spouse of any individual covered by clause (iii), or (v) a partnership or trust set up for the benefit of individuals identified in clauses (i) through (iv); or

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(o) Delivery: Lessee fails to accept delivery of the Aircraft when validly tendered pursuant to this Agreement by Lessor (provided that Lessor shall have satisfied the conditions precedent set out in Section 3.4); or

(p) Adverse Change: any event or series of events occurs which, in the reasonable opinion of Lessor, could be expected to have a material adverse effect on the financial condition or operations of Lessee and its Affiliates or on the ability of Lessee to comply with its obligations under this Agreement.

13.2 Rights

If an Event of Default occurs, and for as long as it shall continue, Lessor may at its option (and without prejudice to any of its other rights under this Agreement or that may arise by operation of Applicable Law), at any time thereafter:

(a) accept such repudiation by Lessee of its obligations under this Agreement and by notice to Lessee with immediate effect terminate the leasing of the Aircraft (but without prejudice to the continuing obligations of Lessee under this Agreement), whereupon all rights of Lessee under this Agreement shall cease; and/or

(b) proceed by appropriate court action or actions to enforce performance of this Agreement or to recover damages for the breach of this Agreement; and/or

(c) either:

(i) take possession of the Aircraft, for which purpose Lessor may enter any premises belonging to, occupied by or under the control of Lessee (for which purpose Lessee hereby grants to Lessor an irrevocable license to the extent permitted by Applicable Law) where the Aircraft may be located, or cause the Aircraft to be redelivered to Lessor at the Redelivery Location (or such other location as Lessor may require), and Lessor is hereby irrevocably authorized and empowered, to the extent permitted by Applicable Law, to direct pilots of Lessee or other pilots to fly the Aircraft to that airport and will have all the powers and authorizations necessary for taking such action; or

(ii) by serving notice, require Lessee to redeliver the Aircraft to Lessor at the Redelivery Location (or such other location as Lessor may require) in the condition required by Section 12 and Schedule 3.

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(d) If an Event of Default occurs, Lessor may sell, lease or otherwise deal with the Leased Property in such manner as Lessor in its absolute discretion considers appropriate.

(e) If an Event of Default occurs, Lessee shall at the request of Lessor take all steps necessary to deregister the Aircraft from the Brazilian Aircraft Registry ("RAB") of the State of Registration and export the Aircraft from the country

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where the Aircraft is for the time being registered or situated and any other steps necessary to enable the Aircraft to be redelivered to Lessor in accordance with this Agreement. Lessee hereby irrevocably and by way of security for its obligations under this Agreement authorizes and empowers Lessor as its attorney-in-fact and agent (such agency being coupled with an interest), in Lessor's own name or in the name of Lessee, to execute and deliver any documentation and to do any act or thing required in connection with the foregoing.

13.3 Default Payments

If an Event of Default occurs, Lessee will indemnify and pay to Lessor on demand against any loss (including loss of profit), damage, expense, cost or liability that Lessor may sustain or incur directly or indirectly as a result, including:

(a) all unpaid Basic Rent, Additional Rent and Supplemental Rent then due and unpaid;

(b) any loss of profit (calculated on an after-tax basis) suffered by Lessor because of Lessor's inability to place the Aircraft on lease with another Lessee on terms as favorable to Lessor as this Agreement or because whatever use, if any, to which Lessor is able to put the Aircraft upon its return to Lessor, or the funds arising upon a sale or other disposal of the Aircraft, is not as profitable (calculated on an after-tax basis) to Lessor as this Agreement would have been but for such Event of Default;

(c) in the event that the Aircraft is sold prior to Lessor entering into a replacement lease, the amount (if any) by which (i) the aggregate of (1) the net sale proceeds (calculated by deducting the costs of sale together with the cost of preparing the Aircraft for sale and the repayment of any outstanding indebtedness in relation to the financing of the Aircraft) plus (2) the present value of the anticipated after-tax net income to be derived from such net sale proceeds up to the Scheduled Expiry Date, discounted on a monthly basis using 3.0% *per annum* as the discount rate, are less than (ii) the aggregate of (1) the anticipated net sale proceeds (computed on the same basis as the net sale proceeds referred to in (i)(1) above), assuming that the Aircraft would have been sold as soon as reasonably practicable following the Scheduled Expiry Date plus (2) the present value of the income that would have been derived from the future Basic Rent payable until the Scheduled Expiry Date, discounted on a monthly basis using 3.0% *per annum* as the discount rate;

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(d) any amount of principal, interest, fees or other sums whatsoever paid or payable on account of funds borrowed in order to carry any amount unpaid by Lessee;

(e) any loss, premium, penalty or expense that may be incurred in repaying funds raised to finance the Aircraft or in unwinding any swap, forward interest rate

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agreement or other financial instrument relating in whole or in part to Lessor's financing of the Aircraft; and

(f) any loss, cost, expense or liability sustained or incurred by Lessor owing to Lessee's failure to redeliver the Aircraft on the date, at the place and in the condition required by this Agreement.

13.4 Waiver of Certain Article 2A Rights

To the fullest extent permitted by Applicable Law, each of Lessor and Lessee hereby agree that no rights or remedies referred to in Article 2A of the Uniform Commercial Code shall be conferred upon either Lessor or Lessee unless otherwise expressly granted in this Agreement.

14. ASSIGNMENT and TRANSFER

14.1 No Assignment by Lessee

Lessee shall not assign any of its right, title, interests, duties, obligations or liabilities in, to or under this Agreement, or create or permit to exist any Security Interest (other than Permitted Liens) over any of its rights under this Agreement, and any such purported assignment or grant of a Security Interest shall be void *ab initio* and of no force or effect. Without limiting the foregoing, if any assignment prohibited under the foregoing sentence shall be valid by operation of any non-waivable provision of Applicable Law, Lessee shall nevertheless remain fully liable for the payment and performance of all of Lessee=s obligations to be paid and performed hereunder as fully and to the same extent as if such assignment had not been effected, without prejudice to the obligations of such assignee.

14.2 Lessor Assignment

Lessor may sell, assign or transfer all or any of its rights under this Agreement and in the Leased Property (a "Transfer") and Lessor will, other than in the case of an assignment for security purposes, have no further obligation under this Agreement following a Transfer but, notwithstanding any Transfer, will remain entitled to the benefit of each indemnity under this Agreement.

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(a) In connection with any Transfer, the following conditions shall apply:

(i) Lessor shall give Lessee written notice of such Transfer at least 10 Business Days before the date of such Transfer, specifying the name and address of the proposed purchaser, assignee or transferee (the "Transferee");

(ii) the Transferee will be a Person reasonably experienced in aircraft leasing (or the Transferee's rights and powers under this Agreement shall be exercised or serviced on its behalf pursuant to an appropriate

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management or servicing agreement by a Person having such experience);

(iii) the Transferee will have full corporate power and authority to enter into and perform the transactions contemplated by this Agreement on the part of "Lessor";

(iv) on the Transfer date Lessor and the Transferee shall enter into an agreement or agreements in which the Transferee confirms that it shall be deemed a party to this Agreement and agrees to be bound by all the terms of, and to undertake all of the obligations of, Lessor contained in this Agreement arising on or after the time of the Transfer;

(v) such Transfer shall not violate any Applicable Law; and

(vi) the Transferee shall provide to Lessee an opinion of its regular independent counsel as to the matters set forth in Section 14.2(a)(iii) and as to the legality, validity, binding effect and enforceability of the agreement or agreements between Lessor and Transferee referred to in Section 14.2(a)(iv).

(b) Upon any Transfer, the Transferee shall be deemed Lessor for all purposes of this Agreement, each reference in this Agreement to "Lessor" shall thereafter be deemed for all purposes to refer to the Transferee, and the transferor shall be relieved of all obligations of "Lessor" under this Agreement arising after the time of such Transfer except to the extent attributable to acts or events occurring prior to the time of such Transfer.

(c) Upon compliance by Lessor and a Transferee with the terms and conditions of Section 14.2(a), Lessee shall at the time of Transfer, at the specific written request of Lessor and with Lessor paying all of Lessee's reasonable out-of-pocket costs and expenses:

(i) execute and deliver to Lessor and to such Transferee an agreement, in form and substance satisfactory to Lessor, Lessee and such Transferee, dated the date of such transfer, consenting to such transfer, agreeing to pay all or such portion of the Basic Rent, Additional Rent and other payments under this Agreement to such Transferee or its designee as such Transferee shall direct, and agreeing that such Transferee shall be entitled to rely on all representations and warranties made by Lessee in the Operative Documents or in any certificate or document furnished by Lessee in connection with the Operative Documents as though such Transferee was the original "Lessor";

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(ii) execute and deliver to Lessor or such Transferee, as appropriate, precautionary Uniform Commercial Code financing statements or amendments reflecting the interests of such Transferee in the Aircraft and this Agreement;

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(iii) deliver to Lessor and to such Transferee a certificate, signed by a duly authorized officer or Lessee, dated the date of such transfer, to the effect that (1) no Event of Default has occurred and is continuing or, if one is then continuing, describing such Event of Default, and (2) the representations and warranties set forth in Section 2.1 are true and correct as of such date;

(iv) cause to be delivered to Lessor and such Transferee certificates of insurance and broker's letters of undertaking substantially in the form delivered to Lessor on the Delivery Date, detailing the coverage and confirming the insurers' agreement to the specified insurance requirements of this Agreement and listing Lessor and Transferee as additional insureds and the Transferee as sole loss payee (subject to other direction by any Mortgagee);

(v) deliver to Lessor and to such Transferee an opinion of Lessee's counsel (which may be Lessee's General Counsel), addressed to Lessor and such Transferee to the effect that the agreement referred to in Section 14.2(c)(i) has been duly authorized and executed by Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms (subject to customary exceptions), and to the effect that such Transferee may rely on the opinion delivered by such counsel or its predecessor counsel in connection with this Agreement on the Delivery Date with the same force and effect as if such Transferee was an original addressee of such opinion when given;

(vi) deliver to Lessor and such Transferee information on the location of the Airframe and Engines at all times requested by Lessor in order to permit the Transfer to take place at a time and on a date so as to eliminate or minimize any Taxes applicable to the Transfer; and

(vii) such other documents as Lessor or such Transferee may reasonable request.

14.3 Grants of Security Interests

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Lessor shall be entitled at any time after Delivery to grant a security interest in the Leased Property or its right, title and interest in this Agreement (each, an "Additional Mortgage") in favor of any Person (each, an "Additional Mortgagee"). Any Additional Mortgage may be a successor mortgage to the Security Interest granted to any Mortgagee, or may be in addition to any Mortgagee's Security Interest and previous Additional Mortgages and with a priority senior, equal or subordinate to any Mortgagee's Security Interest and previous Additional Mortgages as such Mortgagee and previous Additional Mortgagees may permit. In the case of any such grant by Lessor of an Additional Mortgage to an Additional Mortgagee in all or any portion of Lessor's rights, title and interest in and to the Aircraft and this Agreement, Lessee

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shall promptly, at the specific written request of Lessor and with Lessor paying all of Lessee's reasonable out-of-pocket costs and expenses:

(a) execute and delivery to Lessor and to such Additional Mortgagee an agreement in form and substance satisfactory to Lessor, such Additional Mortgagee and Lessee, dated the date of the grant of such Additional Mortgage, (i) consenting to such Additional Mortgage and to any assignment of Lessor's rights, title and interest in and to this Agreement to such Additional Mortgagee for security purposes, (ii) if requested by Lessor and consented to by the previous payee, agreeing that Lessee will pay the Basic Rent and other payments under this Agreement to such Additional Mortgagee, and (iii) agreeing that such Additional Mortgagee shall be entitled to rely on all representations and warranties made by Lessee in this Agreement or in any certificate or document furnished by Lessee in connection with this Agreement Documents as though such Additional Mortgagee was originally the "Mortgagee";

(b) execute and deliver to Lessor and such Additional Mortgagee such agreements as Lessor may reasonably require for the purposes of effecting all necessary amendments to this Agreement;

(c) execute and deliver to Lessor or such Additional Mortgagee, as the case may be, precautionary Uniform Commercial Code financing statements or amendments reflecting the assignment of Lessor's interests in the Operative Documents to such Additional Mortgagee;

(d) deliver to Lessor and such Additional Mortgagee a certificate, signed by a duly authorized officer of Lessee, dated the date of the grant of the Additional Mortgage, to the effect that (1) no Event of Default has occurred and is continuing or, if one is then continuing, describing such Event of Default, and (2) the representations and warranties set forth in Section 2.1 are true and correct as of such date;

(e) cause to be delivered to Lessor and such Additional Mortgagee certificates of insurance and broker's letters of undertaking substantially in the form delivered to Lessor on the Delivery Date, detailing the coverage and confirming the insurers' agreement to the specified insurance requirements of this Agreement, adding such Additional Mortgagee as an additional insured and, if requested by Lessor and consented to by the previous loss payee, listing such Additional Mortgagee as sole loss payee;

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(f) deliver to Lessor and such Additional Mortgagee an opinion of Lessee's counsel (which may be Lessee's General Counsel), addressed to Lessor and such Additional Mortgagee (i) to the effect that the agreements referred to in sub-clauses (a) and (b) have been duly authorized and executed by Lessee and constitute the legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their terms (subject to customary

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exceptions), and (ii) to the effect that such Additional Mortgagee may rely on the opinion delivered by such counsel or its predecessor counsel in connection with this Agreement on the Delivery Date with the same force and effect as if such Additional Mortgagee was an original addressee of such opinion when given; and

(g) such other documents as Lessor or such Additional Mortgagee may reasonably request.

14.4 Sale and Leaseback by Lessor

In addition to the Transfers and grants of Security Interests permitted by Sections 14.2 and 14.3, Lessor shall be entitled to transfer its right, title and interests in and to the Leased Property to any Person and lease the Aircraft from such Person (a "Head Lessor"), and in such event Lessor shall retain its rights and obligations as "Lessor" under this Agreement. In the event of such a sale and lease-back by Lessor, (a) the Head Lessor shall meet the requirements for a "Transferee" as defined in Section 14.2(a)(ii) above, (b) Lessor shall be entitled to assign its rights in this Agreement to such Head Lessor as security for its obligations under the head lease, (c) the Head Lessor shall be entitled to grant to one or more purchase money lenders, or to an indenture trustee on behalf of such lenders, an Additional Mortgage covering the Leased Property and the Operative Documents, (d) Lessee shall execute and deliver to Lessor, such Head Lessor, such Additional Mortgagee and any trustees on their behalf, as appropriate, the documents specified in Sections 14.2(c)(i) through (vii) and Sections 14.3(a) through (g) above, and Lessee shall cooperate with Lessor to make such other changes to this Agreement, such as including such Head Lessor, such Additional Mortgagee and the trustees on their behalf as additional insureds and "Indemnitees", as Lessor may reasonably request so long as such changes do not adversely affect the rights or obligations of Lessee under this Agreement or otherwise adversely affect Lessee and with Lessor paying all of Lessee's reasonable out-of-pocket costs and expenses.

14.5 Further Acknowledgments

Lessee further acknowledges that any Transferee or Additional Mortgagee shall in turn have the rights of, and be subject to the conditions to, transfer and grants of Security Interests set forth above in this Section 14.

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14.6 Certain Protections for Lessee's Benefit

The rights of Lessee under this Agreement shall be superior to the rights of any Additional Mortgagee or Head Lessor, and Lessor shall require each Additional Mortgagee and Head Lessor to agree in writing with Lessee that such Additional Mortgagee's and Head Lessor's rights in and to the Leased Property shall be subject to the terms of this Agreement, including to Lessee's rights to the quiet use, possession and enjoyment provisions contained in this Agreement. Lessor's obligations to perform the terms and conditions of this Agreement shall remain in full force and effect notwithstanding the creation of any Additional Mortgage or Head Lease.

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Lessor shall not create any Additional Mortgage or enter into any Head Lease that violates the terms of this Section 14.6.

15. GOVERNING LAW AND JURISDICTION

15.1 Governing Law

THIS AGREEMENT SHALL, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO IN THE STATE OF NEW YORK BY RESIDENTS OF SUCH STATE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

15.2 Consent to Jurisdiction

Lessor and Lessee hereby irrevocably agree to submit to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York located in the Borough of Manhattan, County of New York (the "Agreed Courts") in the event of any claims or disputes arising under this Agreement. Such submission to jurisdiction shall not be construed so as to limit the right of either party to take proceedings against the other in whatever jurisdiction shall to it seem fit nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not. Final judgment against Lessor or Lessee in any such suit shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or as otherwise permitted by Applicable Law, a certified or true copy of which shall be conclusive evidence of the facts and of the amount of any indebtedness or liability of Lessor or Lessee. Each of Lessor and Lessee hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue in any suit, action or proceeding brought in any Agreed Court, and irrevocably waives any claim that any such suit, action or proceeding brought in any Agreed Court has been brought in an inconvenient forum. In addition to, and without prejudice to the acceptance of the Agreed Courts, Lessee also expressly accepts the non-exclusive jurisdiction of the courts sitting in the City of Belo Horizonte, State of Minas Gerais, Brazil.

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15.3 Waiver of Jury Trial

LESSEE AND LESSOR HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH THEY ARE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15.4 Service of Process

(a) Without prejudice to any other mode of service, Lessee (i) appoints *[LEXIS Document Services, 125 Park Avenue, 23rd Floor, New York, New York 10017]* as its agent for service of process relating to any proceedings before

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the Agreed Courts in connection with this Agreement and agrees to maintain the process agent in New York, New York notified to Lessee, and (ii) agrees that failure by a process agent to notify Lessor of the process shall not invalidate the proceedings concerned.

(b) Without prejudice to any other mode of service, each of Lessor and Lessee consents to the service of process relating to any proceedings involving, directly or indirectly, any matter arising out of or relating to this Agreement by U.S. Postal Service registered mail (prepaid, return receipt requested) of a copy of the process to Lessee's address identified in Section 16.10(b).

16. MISCELLANEOUS

16.1 Waivers, Remedies Cumulative

The rights of Lessor or Lessee under this Agreement may be exercised as often as necessary, are cumulative and not exclusive of that party's rights under any law and may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right is not a waiver of that right.

16.2 Delegation

Lessor or any Financing Party may delegate to any Person or Persons all or any of the trusts, powers or discretions vested in it by this Agreement and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as Lessor or such Financing Party, respectively, in its absolute discretion thinks fit.

16.3 Appropriation

If any sum paid or recovered in respect of the liabilities of Lessee under this Agreement is less than the amount then due, Lessor may apply that sum to amounts due under this Agreement in such proportions and order and generally in such manner as Lessor may determine.

16.4 Currency Indemnity

(a) If Lessor receives an amount in respect of the Lessee's liability under this Agreement or if such liability is converted into a claim, proof, judgment or order in a currency other than United Sates Dollars (the "contractual currency") in which the amount is expressed to be payable under this Agreement:

(i) Lessee will indemnify Lessor, as an independent obligation, against any loss arising out of or as a result of such conversion;

(ii) if the amount received by Lessor, when converted into the contractual currency (at the market rate at which Lessor is able on the relevant date

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to purchase the contractual currency in New York City with that other currency) is less than the amount owed in the contractual currency, Lessee will, forthwith on demand, pay to Lessor an amount in the contractual currency equal to the deficit; and

(iii) Lessee will pay to Lessor on demand any exchange costs and Taxes payable in connection with the conversion.

(b) Lessee waives, to the extent permitted by Applicable Law, any right it may have in any jurisdiction to pay any amount under this Agreement in a currency other than that in which it is expressed to be payable.

16.5 Payment by Lessor

Lessor will not be obliged to pay any amounts to Lessee under this Agreement so long as any sums which are then due from Lessee under this Agreement remain unpaid and any such amounts which would otherwise be due will fall due only if and when Lessee has paid all such sums.

16.6 Severability

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

16.7 Remedy

If Lessee fails to comply with any provision of this Agreement, Lessor may, without being in any way obliged to do so or responsible for so doing and without prejudice to the ability of Lessor to treat the non-compliance as a Default, effect compliance on behalf of Lessee, whereupon Lessee shall become liable to pay immediately any sums expended by Lessor together with all costs and expenses (including reasonable legal costs) necessarily incurred in connection therewith.

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16.8 Expenses

(a) Lessor and Lessee shall each bear their respective expenses (including legal, professional and out-of-pocket expenses) incurred or payable in connection with the negotiation, preparation and execution of this Agreement, except that Lessor and Lessee shall share equally the fees and expenses of Special Brazilian Counsel.

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(b) Lessee shall pay to Lessor on demand all expenses (including legal, professional and out-of-pocket expenses) incurred or payable by Lessor in connection with the granting of any waiver or consent under this Agreement.

(c) Lessee will pay to Lessor on demand all expenses (including legal, survey and other costs) payable or incurred by Lessor in contemplation of, or otherwise in connection with, the enforcement of or preservation of any of Lessor's rights under this Agreement, or in respect of the repossession of the Aircraft.

(d) Lessor will pay to Lessee on demand all expenses (including legal costs) payable or incurred by Lessee in contemplation of, or otherwise in connection with, the enforcement of or preservation of any of Lessee's rights under this Agreement.

16.9 Time of Essence

The time stipulated in this Agreement for all payments payable by Lessee to Lessor and for the performance of Lessee's other obligations under this Agreement that are due on a specified or determinable date will be of the essence of this Agreement (subject always to any applicable grace period).

16.10 Notices

(a) All notices and other communications given under or in connection with this Agreement shall be in writing (including telefax) and in English, and shall be deemed to be received as follows:

(i) If the notice or other communication is sent by telefax, it shall be deemed to be received at the time of receipt by the sender of a transmission report indicating that all pages of the telefax transmission were properly transmitted (unless the recipient notifies the sender promptly, or if received after 5:30 p.m. local time, by no later than 10:00 a.m. local time the following Business Day,

(ii) In any other case, the notice or other communication shall be deemed to be received when delivered to the address specified in Section 16.10(b).

(b) All such notices, requests, demands and other communications shall be sent:

(i) to Lessor at: Aviation Capital Group Corp.

800 Newport Center Drive, Suite 425
Newport Beach, California 92660
U.S.A.
Attention: Managing Director
Telephone: +1-949-219-4600
Telefax: +1-949-759-5675

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(ii) to Lessee at:

Total Linhas Aéreas S/A
Rua Boaventura, 2312 Hangar 6
Jaragua-Belo Horizonte-MG
CEP – 31270 – 310 Brazil

Attention:
Telephone: 55-31 3441-6444
Telefax: 55-31 -3491-3578

or to such other address or telefax number as shall have been notified by one party to the other in the manner set out in this Section 16.10.

16.11 Sole and Entire Agreement

This Agreement is the sole and entire agreement between Lessor and Lessee in relation to the leasing of the Aircraft, and supersedes all previous agreements in relation to that leasing. The terms and conditions of this Agreement can only be varied by an instrument in writing executed by both parties or by their duly authorized representatives.

16.12 Indemnities

All rights expressed to be granted to each Indemnitee under this Agreement (other than any Financing Party) are given to Lessor as agent for and on behalf of that Indemnitee.

16.13 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original and, when taken together, all of which shall constitute one and the same Agreement.

16.14 English Language

All documents delivered to the Lessor pursuant to this Agreement will be in English or, if not in English, will be accompanied by a certified English translation. If there is any inconsistency between the English version of this Agreement and any version in any other language, the English version will prevail.

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16.15 Further Assurances

Lessee shall promptly and duly execute and deliver to Lessor or Mortgagee such further documents and assurances and take such further action as Lessor or Mortgagee may from time to time reasonably request in order to carry out more effectively the intent and purpose of this Agreement and to establish and protect Lessor's title to the Leased Property, Mortgagee's security interest in the Leased Property and the Lease

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Documents, the interests of any subsequent transferee and Lessor's rights and remedies created or intended to be created under the Lease Documents.

16.16 Confidentiality

Neither Lessor nor Lessee shall, without the other's prior written consent, communicate or disclose the terms of this Agreement or any information or documents furnished pursuant to this Agreement (except to the extent that the same are within the public domain) to any third party (other than any Financing Party, any prospective Transferee, any material investor in Lessee or creditor in Lessee, Additional Mortgagees or Head Lessors, the respective external legal advisers, auditors, insurance brokers or underwriters of Lessor, Lessee and such parties, and the Airframe Manufacturer and Engine Manufacturer); provided, that disclosure will be permitted, to the extent required:

(a) pursuant to an order of any court of competent jurisdiction; or

(b) pursuant to any procedure for discovery of documents in any proceedings before any such court; or

(c) pursuant to any law or regulation having the force of law; or

(d) pursuant to a lawful requirement of any authority with whose requirements the disclosing party is legally obliged to comply; or

(e) in order to perfect any assignment of any assignable warranties.

[signature page follows]

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IN WITNESS WHEREOF Lessor and Lessee have executed this Aircraft Lease Agreement 22007 on the date first shown at the beginning of this Agreement.

AVIATION CAPITAL GROUP CORP.

4º Tab.

By: _____
Name:
Title: KENNETH D. BASCH
Attorney in Fact/Procurador

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TOTAL LINHAS AÉREAS S.A.

10º OFÍCIO

By: _____
NAME: Gladison Alberto Piasera
TITLE: Gerente de Contratos

By: _____
Name: ALFREDO MEISTER NETO
Title: PRESIDENTE

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Alvaro de Mendonça Sobrinho-Tab. Substituto
Rua Guajajaras, no 465 - Centro
Reconheço por semelhança a(s) firma(s) de
GLADISON ALBERTO PIASERA
ALFREDO MEISTER NETO
DEILSON CUNHA MATOSO
Belo Horizonte, 14/06/2002 11:26:26 30280
Em testo.
Cláudio Alberto Ribeiro de Araújo
da Verdade

Witnesses:

4º Tab.

Name: MÁRCIA ALVES ROQUE
I.D. RG 05 923 918-6 - IFP-RJ
CPF 798 975 417-72

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Name: Deilson Cunha Matoso
I.D. CPF: 623.836.128-04

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ACX 38899

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SCHEDULE 1 - DESCRIPTION OF LEASED PROPERTY

Part 1 - Aircraft Specification

IDENTIFICATION:

Aircraft Model:	Boeing 727-2A1HK cargo Aircraft
Registration Mark:	_____
Serial Number:	22007
Year of Manufacture:	1980

WEIGHT DATA:

Maximum Gross Taxi Weight:	191,000 lbs.
Maximum Gross Takeoff Weight:	190,500 lbs.
Maximum Landing Weight:	154,500 lbs.
Maximum Zero Fuel Weight:	140,000 lbs.
Operating Empty Weight:	106,300 lbs.
Fuel Capacity:	58,196 lbs / 8.686 U.S. gallons

AIRFRAME AND INTERIOR EQUIPMENT:

Galleys	three	Locations:	___ forward; ___ aft
Lavatories	three	Locations:	___ forward; ___ aft
Air Stairs		Locations:	___ forward
Passenger Seats		Types:	

ENGINES:

Manufacturer:	Pratt Whitney	&	Pratt Whitney	&	Pratt Whitney
Position	No.1		No.2		No.3
Model:	JT8D-15A		JT8D-15A		JT8D-15A
Serial Numbers:	[.....]		[.....]		[.....]

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APU:

Manufacturer: [.....]
Model: [.....]
Serial Number: [.....]

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LANDING GEAR:

Position:	Nose	Left Main	Right Main
Manufacturer:	[.....]	[.....]	[.....]
Part Number:	[.....]	[.....]	[.....]
Serial Number:	[.....]	[.....]	[.....]

MAJOR AVIONICS EQUIPMENT:

Description	Manufacturer	Part No.	Qty.

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SCHEDULE 1 DESCRIPTION OF LEASED PROPERTY

Part 2 Aircraft Documents

1. Manuals: The following manuals shall be delivered with the Aircraft. Each manual shall be current and include all temporary revisions. Each manual shall be in the English language.

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(a) FAA-Approved Airplane Flight Manual.

(b) Weight and Balance Control and Cargo Loading Manual and Supplements (load and trim sheet) to include last weight and balance paperwork and delivery equipment list.

(c) Operations Manual and Quick Reference Handbook.

(d) Structural Repair Manual

(e) Aircraft Maintenance Manuals

(f) Aircraft/Engine/APU Illustrated Parts Catalog (IPC) (Lessee Customized)

(g) Wiring Diagram Manual

2. Airworthiness Directives ("A.D.") Documentation: The following data will be provided as well as all records associated with A.D. compliance:

(a) A single, complete and current A.D. status list of each airframe, appliance, Engine and APU Airworthiness Directive applicable to each Aircraft, appliance, Engine and APU. The list shall be typed, certified and signed by authorized quality assurance representative of Lessee.

(b) Lessee will provide legible copies of the completion documentation that accomplish each A.D. If the A.D. is repetitive inspection documentation, the last accomplishment is sufficient. If the original completion documents are not available, Lessee shall provide at a minimum a copy of the job card of engineering order that accomplished the A.D., plus a certification letter signed by Lessee's airworthiness department stating that the A.D. in question was accomplished at a certain time and cycles, date and reference all pertinent support documentation (i.e., engineering order, alternate means of compliance, etc.). However, any A.D. that was complied with by an alternate means of compliance must have all original documentation and necessary air authority approvals.

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(c) Exemptions or deviations, if any, granted by any aviation authority on A.D. compliance, including copy of exemption request.

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3. Engineering Documentation:

(a) A single, current list in English language of the following shall be provided:

(i) Service Bulletin status.

(ii) Major repairs list, if applicable.

(iii) Supplement Type Certificate list, if any.

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(b) Data package covering all non-manufacturer or non-aviation authority approved repairs or alterations, including any submittals to aviation authorities for an approval, if applicable.

4. Additional Documentation:

(a) Quarterly Published Reliability Reports for last 3 months (one year, if available)

(b) Location map of emergency equipment with description

(c) Interior configuration drawings

(d) Passenger/Cargo Equipment List (seats, galleys, lavatories)

(e) Complete paperwork for last "D" Check overhaul.

(f) Compass card calibration documentation

(g) All life records for the assemblies and rotable parts installed during the last overhaul for each nose, left hand and right hand main landing gears

5. Individual Aircraft and Engine Records:

(a) Letter of Declaration for each major aircraft/engine accident or major incident which shall include supporting documentation, if any

(b) Engine trend monitoring data for each Engine.

(c) Aircraft Technical Log for the last six (6) months of operation (at redelivery)

(d) Serviceable/overhaul tags for all life limited parts and hard time components listed in the rotable components list (for Term only).

(e) Listing of Aircraft, Engine and APU components status by P/N-S/N-Description Position TBO-TSO-TSN, total time, next due time, including interpretation keys, (Rotable Component List)

(f) Engine and APU logbooks

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(g) Aircraft and Engine time status at redelivery with serial number, total time, total cycles and times of the last letter check inspection

(h) All (i) Engine and APU records for the last heavy maintenance shop visit, (ii) back to birth history for each Engine life limited part, and (iii) last power plant test cell run documents for Engines and APU

(i) Manufacturer's delivery documents for the Engine bearing manufacturer's serial number _____

(j) Aircraft Readiness Log (from aircraft manufacturer)

(k) Copies of all applicable Master Changes (M.C.) performed on the Aircraft, if any

(l) aviation authority approvals and operator certification reports for major modifications alterations and repairs that are not covered by manufacturer's service bulletins.

(m) Fire blocking status for all seats, interior fabrics/material, including burn test documentation and certification.

(n) Current CPCP Status Report

(o) Current list outlining all waiver items/components not approved by FAR Part 121.

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SCHEDULE 2 - OPERATING CONDITION AT DELIVERY

On the Delivery Date the Aircraft will be in the condition set out below:

1. General Condition

The Aircraft will:

(a) be clean by major international airline standards;

(b) be airworthy, conform to type design and be in a condition for safe operation with all equipment, components and systems operating in accordance with their intended use and within limits established by the manufacturer and approved by the FAA, and all pilot discrepancies and deferred maintenance items cleared on a terminating action basis;

(c) have a valid export certificate of airworthiness with respect to the Aircraft issued by the U.S. Aviation Authority;

(d) have zero Flight Hours (except for test and acceptance flights) since undergoing a block "C" Check in accordance with the MPD before the Scheduled Delivery Date;

(e) have had accomplished all outstanding airworthiness directives and mandatory orders affecting that model of Aircraft issued by the FAA or the JAA that are due before the Delivery Date on a terminating action basis;

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(f) have no special or unique manufacturer inspection or check requirements specific to the Aircraft that exist unless there is no terminating action available from any source;

(g) be free of any system-related leaks;

(h) have all fluid reservoirs (including fuel, oil, oxygen, hydraulic and water) full, and the waste tank serviced in accordance with the manufacturer's instructions;

(i) have all signs and decals clean, secure and legible; and

(j) be painted white in accordance with standard industry practices and the paint manufacturer's instructions and avoiding any overspray on other surfaces.

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2. Parts

(a) Each life limited or hard time controlled Part, excluding Engine Parts, shall have not less than 3,600 Flight Hours, 3,600 Cycles or 18 months (whichever is the most limiting factor) remaining to the next scheduled removal in accordance with the MPD.

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(b) Each calendar limited Part (including hard time controlled Parts with calendar limits but excluding Engine Parts) will have at least 18 months remaining to its next scheduled removal or overhaul in accordance with the MPD.

(c) Each "on-condition" and "condition monitored" Part will be serviceable in accordance with the MPD.

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3. Engines

(a) Each Engine shall have at least 2,500 Cycles remaining until the next scheduled CER or LLP replacement under the existing maintenance program.

(b) No Engine shall be "on engineering watch", on a reduced interval inspection or otherwise have any defect that reduces the Flight Hours or Cycles (whichever is more limiting) of remaining life pursuant to Engine Manufacturer's or airworthiness requirements until overhaul to less than 2,500.

(c) Each Engine shall be in a condition that can operate at maximum rated take-off power at sea level with an E.G.T. margin of 151C.

4. Fuselage, Windows and Doors

(a) The fuselage will not contain any dents, corrosion or abrasions that exceed the SRM limitations and shall be free of scab patches and loose, pulled or missing rivets.

(b) The windows will not contain any delamination, blemishes or crazing that exceed the prescribed parameters under the Airframe Manufacturer's maintenance manual and will be properly sealed.

(c) The doors will be free moving, correctly rigged and fitted with serviceable seals.

5. Wings and Empennage

(a) The leading edges will not contain any damage that exceeds the SRM limitations.

(b) All unpainted cowlings and fairings will be polished.

(c) All wings will be free of fuel leaks.

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6. Interior

(a) The interior will be fully serviceable.

(b) All emergency equipment having a calendar life will have a minimum of one year or 100% of its total approved life remaining, whichever is less.

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(c) All curtains, carpets, seat covers and seat cushions will be clean and free from stains and worn out (threadbare) areas and will conform to FAR fire resistance regulations as applicable to an FAR Part 121 operator.

7. Cockpit

(a) All fairing panels shall be free of stains and cracks, clean, secure and repainted as necessary.

(b) All floor coverings will be clean and effectively sealed.

(c) All seat covers will be in good condition, clean and free of stains and will conform to FAR fire resistance regulations as applicable to an FAR Part 121 operator.

(d) All seats will be serviceable, in good condition and repainted as necessary.

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8. Cargo Compartments

(a) All panels will be in good condition and effectively sealed.

(b) All nets will be in good condition.

(c) The cargo compartments will comply with FAR fire resistance and containment regulations as applicable to an FAR Part 121 operator.

9. Landing Gear

(a) The installed main and nose landing gear components and their associated actuators and parts will be cleared of all inspections for not less than 12 months, 3,000 Flight Hours or 3,000 Cycles of operation (whichever is more limiting).

(b) The tires and brakes will have 50% of the wear, as specified by the manufacturer as serviceable limits, remaining until next removal.

(c) The landing gear and wheel wells will be clean, free of leaks and repaired as necessary.

10. APU

(a) The APU shall be serviceable in accordance with the MPD.

(b) The APU shall have not more than 1,500 Flight Hours of operation since its last hot section inspection.

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SCHEDULE 3 - OPERATING CONDITION AT REDELIVERY

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On the Expiry Date or upon return of the Aircraft for any reason, subject to fair wear and tear generally, will be in the condition set out below:

1. General Condition

The Aircraft will:

(a) be clean by major international airline standards;

(b) have installed the full complement of engines and other equipment, parts and accessories and loose equipment required under the Approved Maintenance Program and usually installed in the other aircraft of the same model operated by Lessee (together with any additions and improvements thereto, or replacements thereof, effected pursuant to and in accordance with this Agreement) and be in a condition suitable for immediate operation in commercial service;

(c) be airworthy and in compliance with all requirements of the Aviation Authority in Brazil and in full compliance with all FAA airworthiness directives, conform to type design and be in a condition for safe operation with all equipment, components and systems operating in accordance with their intended use and within limits established by the manufacturer and approved by the Aviation Authority, and all pilot discrepancies and deferred maintenance items cleared on a terminating action basis;

(d) have a standard transport category Export Certificate of Airworthiness issued by the Aviation Authority in accordance with the Aviation Law and the JARs or, if requested by Lessor, a valid export certificate of airworthiness with respect to the Aircraft issued by the Aviation Authority for a country designated by Lessor, and unconditionally meet all Aviation Authority requirements for immediate operations;

(e) comply with the manufacturer's original specification to the extent that it so complied on the Delivery Date and subject to any alterations made pursuant to and in accordance with this Agreement after such date;

(f) have undergone, immediately prior to redelivery, a fresh C-Check in accordance with Section 12.2(a) so that all Airframe inspections falling due within the next following 3,000 Flight Hours of operation in accordance with the Approved Maintenance Program have been accomplished;

(g) have had accomplished all outstanding airworthiness directives and mandatory orders affecting that model of Aircraft issued by the Aviation Authority, the JAA or the FAA or DAC that are due during the Term on a terminating action

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basis; airworthiness directives and mandatory orders that do not have a terminating action will be accomplished at the highest level of inspection or modification permitted;

(h) no special or unique manufacturer inspection or check requirements specific to the Aircraft will exist unless there is no terminating action available from any source;

(i) have installed all applicable vendor's and manufacturer's service bulletin kits received free of charge by Lessee that are appropriate for the Aircraft and, to the extent not installed, those kits retained by Lessee will be furnished free of charge to Lessor;

(j) be free of any system-related leaks;

(k) all fluid reservoirs (including fuel, oil, oxygen, hydraulic and water) will be full, and the waste tank serviced in accordance with the manufacturer's instructions;

(l) all fuel tanks will have recently undergone an anti-fungus/biological growth contamination laboratory evaluation, and any excessive levels of contamination corrected;

(m) have all signs and decals clean, secure and legible; and

(n) shall be stripped of Lessee's livery, sanded and either painted white or painted in the livery of the next operator, as identified by Lessor (for this purpose, Lessor shall furnish the next operator's paint scheme and logo pounce pattern and shall pay Lessee for any incremental cost in connection with the next operator's livery), in either case in accordance with standard industry practices and the paint manufacturer's instructions and avoiding any overspray on other surfaces.

(o) Lessee shall procure that accurate, complete and current records of all flights made by, and all maintenance, repairs, replacements, removals, modifications, alterations and additions carried out on or made to, the Aircraft are up to date and writing in English.

(p) The Aircraft shall have been tested (during flight and ground) to have the operable systems verified.

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2. Parts

(a) Each life limited or hard time controlled Part, excluding Engine Parts, shall have not less than 3,600 Flight Hours, 3,600 Cycles or 18 months (whichever is the most limiting) remaining to the next scheduled removal in accordance with the Approved Maintenance Program.

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(b) Each calendar limited Part (including hard time controlled Parts with calendar limits but excluding Engine Parts) will have at least 18 months remaining to its next scheduled removal or overhaul in accordance with the Approved Maintenance Program.

(c) Any LLP that, when replaced, would require down time of the Aircraft of more than 24 hours will have at least 18 months of life remaining to its next scheduled removal in accordance with the Approved Maintenance Program.

(d) Each "on-condition" and "condition monitored" Part will be serviceable in accordance with the Aviation Authority prescribed parameters.

3. Engines

(a) Each engine installed on the Aircraft shall be an Engine and (if not the engine installed at Delivery) shall, to the extent not previously provided to Lessor, be accompanied by all documentation Lessor may require to evidence that title thereto is properly vested in Lessor in accordance with Section 8.17.

(b) Each Engine shall have at least 3,000 Cycles remaining until the next scheduled CER or LLP replacement under the Approved Maintenance Program.

(c) No Engine shall be "on engineering watch", on a reduced interval inspection or otherwise have any defect that reduces the Flight Hours or Cycles (whichever is more limiting) of remaining life pursuant to Engine Manufacturer's or airworthiness requirements until overhaul to less than 3,000.

(d) Each Engine shall be in a condition that can operate at maximum rated take-off power at sea level with an E.G.T. margin of 151C.

4. Fuselage, Windows and Doors

(a) The fuselage will not contain any dents, corrosion or abrasions that exceed the SRM limitations and shall be free of scab patches and loose, pulled or missing rivets.

(b) The windshields and windows will not contain any delamination, blemishes or crazing that exceed the prescribed parameters under the Airframe Manufacturer's maintenance manual and will be properly sealed.

(c) The doors will be free moving, correctly rigged and fitted with serviceable seals.

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5. Wings and Empennage

(a) The leading edges will not contain any damage that exceeds the SRM limitations.

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(b) All unpainted cowlings and fairings will be polished.

(c) All wings will be free of fuel leaks.

6. Interior

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(a) The interior will be fully serviceable and in the configuration as at the Delivery Date.

(b) All emergency equipment having a calendar life will have a minimum of one year or 100% of its total approved life remaining, whichever is less.

(c) All curtains, carpets, seat covers and seat cushions will be clean and free from stains and worn out (threadbare) areas and will conform to FAR fire resistance regulations as applicable to an FAR Part 121 operator.

7. Cockpit

(a) All fairing panels shall be free of stains and cracks, clean, secure and repainted as necessary.

(b) All floor coverings will be clean and effectively sealed.

(c) All seat covers will be in good condition, clean and free of stains and will conform to FAR fire resistance regulations as applicable to an FAR Part 121 operator.

(d) All seats will be serviceable, in good condition and repainted as necessary.

8. Cargo Compartments

(a) All panels will be in good condition and effectively sealed.

(b) All nets will be in good condition.

(c) The cargo compartments will comply with FAR fire resistance and containment regulations as applicable to an FAR Part 121 operator.

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9. Landing Gear

(a) The installed main and nose landing gear components and their associated actuators and parts will be in serviceable condition with no less than 3,000 Cycles or 12 months (whichever is the most limiting factor) remaining until the next scheduled Overhaul under the Approved Maintenance Program.

(b) The tires and brakes will have 50% of the wear, as specified by the manufacturer as serviceable limits, remaining until next removal.

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(c) The landing gear and wheel wells will be clean, free of leaks and repaired as necessary.

10. APU

(a) The APU shall be serviceable in accordance with the Approved Maintenance Program parameters.

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(b) The APU shall have not more than _____ Flight Hours of operation since its last Overhaul.

(c) The APU shall have a minimum of 3,000 cycles until the first limiting item.

11. Corrosion

(a) The Aircraft will be in compliance with the CPCP and will have been inspected and treated with respect to corrosion as required by the CPCP.

(b) Fuel tanks will be free from contamination and corrosion and the fuel tank treatment program that is part of the Approved Maintenance Program will be current.

12. Expenses

(a) Lessee shall correct all discrepancies in such conditions at its own expense.

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SCHEDULE 4 - INSURANCE REQUIREMENTS

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1. The Insurances required to be maintained are as follows:

   (a) HULL "ALL RISKS" of loss or damage while flying and on the ground with respect to the Aircraft for the Agreed Value and with a deductible not exceeding the Hull Insurance Deductible.

   (b) HULL WAR AND ALLIED PERILS, covering those war risks excluded from the Hull "All Risks" Policy to the extent such coverage is available from the leading international insurance markets, including confiscation and requisition by the State of Registration, for the Agreed Value;

   (c) "ALL RISKS" PROPERTY INSURANCE (INCLUDING WAR AND ALLIED RISK except when on the ground or in transit other than by air or sea) on all Engines and Parts when not installed on the Aircraft (to the extent not covered under the Aircraft hull insurances described in paragraphs (a) and (b) above), including Engine test and running risks, in an amount equal to replacement value in the case of the Engines;

   (d) AIRCRAFT THIRD PARTY, BODILY INJURY/PROPERTY DAMAGE, PASSENGER, BAGGAGE, CARGO AND MAIL AND AIRLINE GENERAL THIRD PARTY (INCLUDING PRODUCTS) LEGAL LIABILITY for a combined single limit (Bodily Injury/Property Damage) of an amount not less than the Minimum Liability Coverage for the time being in respect of any one occurrence (but, in respect of products liability, this limit may be an aggregate limit for any and all losses occurring during the currency of the policy, and in respect of liability arising out of certain offences, the limit (within the said combined single limit) may be $25,000,000 in respect of any one offence and in the aggregate, and cargo and mail legal liability may be subject to a limit of $1,000,000 any one occurrence); War and Allied Risks are also to be covered under the Policy to the extent available in the leading international insurance markets. The Minimum Liability Coverage may be adjusted upwards from time to time to such an amount as Lessor may be advised by its insurance brokers constitutes the standard Minimum Liability Coverage applicable to aircraft of the make, model and series as the Aircraft operating internationally by an airline similarly situated as Lessee. If Lessee disputes any such adjustment, the matter shall be referred to a reputable independent insurance broker appointed by Lessor, whose decision, acting as expert, shall be conclusive and binding on Lessee.

2. All required hull and spares insurance specified in Sections 1(a), 1(b) and 1(c) above, so far as it relates to the Aircraft, will:

   (a) provide that any loss will be settled with Lessee (who undertakes to consult with Lessor and any Mortgagee in regard thereto), and any claim that becomes

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payable on the basis of a Total Loss shall be paid in Dollars to Lessor (unless or until the Lessor notifies Lessee that said payments should be made to a Mortgagee) as sole loss payee up to the Agreed Value, and loss proceeds in excess of the Agreed Value shall be payable to Lessee, with any other claim being payable as may be necessary for the repair of the damage to which it relates;

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(b) if separate Hull "All Risks" and "War Risks" insurances are arranged, include a 50/50 provision in the terms of Lloyd's endorsement AVS103 or its equivalent; and

(c) confirm that the Insurers are not entitled to replace the Aircraft in the event of a Total Loss.

3. All required liability insurances specified in Section 1(d) above will:

(a) include the Indemnitees as additional insureds for their respective rights and interests; but the coverage provided will not include claims arising out of their legal liability as manufacturer, repairer or servicing agent of the aircraft or any part thereof;

(b) include a severability of interest clause;

(c) contain a provision confirming that the policy is primary without right of contribution and that the liability of the insurers will not be affected by any other insurance of which any Indemnitee or Lessee have the benefit; and

(d) accept and insure the indemnity provisions of this Agreement to the extent of the risks covered by the relevant policy or policies.

4. All Insurances specified in Sections 1(a) through (d) above will:

(a) be in accordance with normal industry practice of Persons operating similar aircraft in similar circumstances;

(b) provide coverage on a worldwide basis subject to those territorial exclusions which are usual and customary for carriers similarly situated with Lessee in the case of War Risks and Allied Perils coverage which are advised to and approved by Lessor, such approval not to be unreasonably withheld;

(c) acknowledge that the insurers are aware that the Aircraft is owned by Lessor and is subject to this Agreement;

(d) provide that, in relation to the interests of each of the additional insureds, the Insurances will not be invalidated by any act or omission of the Insured which results in a breach of any terms, conditions or warranty of the policies;

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(e) provide that the Insurers will waive any rights of recourse and/or subrogation against each additional insured to the same extent that Lessee has waived or has no rights of recovery against such additional insured in the Lease;

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(f) provide that the additional insureds will have no obligation or responsibility for the payment of any premiums (but reserve the right to pay the same should any of them elect to do so) and that the Insurers will waive any right of offset or counterclaim against the respective additional insureds other than for outstanding premiums in respect of the Aircraft, any Engine or Part;

(g) provide that, except in the case of any provision for cancellation or automatic termination specified in the policies or endorsements thereof, the Insurance can only be canceled or materially altered in a manner adverse to the additional insureds by giving at least 30 days' written notice to Lessor and each Financing Party, except in the case of war risks (or radioactive contamination), for which seven days' written notice (or such lesser period as is or may be customarily available in respect thereof) will be given; and

(h) include a services of suit clause.

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EXHIBIT A - CERTIFICATE OF ACCEPTANCE

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Certificate of Acceptance

This Certificate of Acceptance is delivered on the date set forth in paragraph 1 below by Total Linhas Aéreas S/A ("Lessee") to AVIATION CAPITAL GROUP CORP. ("Lessor") pursuant to the Aircraft Lease Agreement 22007, dated as of _____, 2002, between Lessor and Lessee (the "Agreement"). Capitalized terms used but not defined in this Certificate of Acceptance shall have the meaning given to such terms in the Agreement.

1. Details of Acceptance.

Lessee hereby confirms to Lessor that Lessee has at __:__ _.m. G.M.T. on this _____ day of _____ 2002, at _____, accepted the following, in accordance with the provisions of the Agreement.

(a) one 1980 Boeing 727-2A1HK airframe, bearing manufacturer's serial number 22007 and _____ registration mark _____;

(b) three Pratt & Whitney Model JT8D-15A engines, bearing manufacturer's serial numbers _____, _____ and _____;

(c) all Parts installed on, attached to or appurtenant to the Airframe and Engines; and

(d) the Aircraft Documents specified in Part 2 of Schedule 1 to the Agreement.

2. Lessee's Confirmation. Lessee confirms to Lessor that as at the time indicated above, being the time of Delivery:

(a) Lessee's representations and warranties contained in Sections 2.1 and 2.2 of the Agreement are hereby repeated;

(b) the Aircraft is insured as required by the Agreement; and

(c) Lessee confirms that there have been affixed to the Aircraft and the Engines the fireproof notices required by the Agreement.

3. Lessor's Confirmation. Lessor confirms to Lessee that, as at the time indicated above, being the time of Delivery, Lessor's representations and warranties contained in Section 2.4 of the Agreement are hereby repeated.

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IN WITNESS WHEREOF Lessor and Lessee have executed this Certificate of Acceptance on the date set forth in Section 1 of this Certificate.

SIGNED on behalf of
AVIATION CAPITAL GROUP CORP.

By:_____
Name:
Title:

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SIGNED on behalf of
TOTAL LINHAS AÉREAS S/A

By:_____
Name:
Title:

Witnesses:

_____
Name:
I.D.

_____
Name:
I.D.

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Certificate of Delivery Condition

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Doc:

This Certificate of Delivery Condition is delivered on _____, 2002 by Total Linhas Aéreas S/A (the "Lessee") to AVIATION CAPITAL GROUP CORP. ("Lessor") pursuant to Aircraft Lease Agreement 22007, dated _____, 2002, between Lessor and Lessee (the "Agreement"). Capitalized terms used but not defined in this Certificate of Delivery Condition shall have the meaning given to such terms in the Agreement.

1. Aircraft Acceptance. Lessee hereby confirms to Lessor that, pursuant to the Agreement, Lessee has accepted the 1980 Boeing 727-2A1HK airframe bearing manufacturer's serial number 22007 and _____ registration mark _____, together with the three Pratt & Whitney Model JT8D-15A aircraft engines bearing manufacturer's serial numbers _____, _____ and _____, all Parts installed on, attached to or appurtenant to the Airframe and Engines and the Aircraft Documents, and Lessor and Lessee agree that such Airframe, Engines and Parts are in the condition set forth on the attached Annex 1.

2. Confirmation of Delivery Condition. Lessee confirms to Lessor that at the time of acceptance of the Leased Property, the Leased Property complied in all respects with the condition required at Delivery under Section 4.2 and Schedule 2 of the Agreement, except for the items (if any) listed on the attached Annex 2 (the "Discrepancies"). Lessor and Lessee agree that the Discrepancies (if any) shall be corrected as set forth on the attached Annex 2.

IN WITNESS WHEREOF Lessor and Lessee have executed this Certificate of Delivery Condition on the date set forth at the beginning of this Certificate.

SIGNED on behalf of AVIATION CAPITAL GROUP CORP.	SIGNED on behalf of TOTAL LINHAS AÉREAS S/A
By:_____ Name: Title:	By:_____ Name: Title:

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Curitiba - Paraná
1.º OFÍCIO
232-1731
Reg. de Tit.

Witnesses:

Name:
I.D.

Name:
I.D.

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CPMI - CORRE
Fls: 046
3675
Doc:

401

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ANNEX 1

MAINTENANCE STATUS AT DELIVERY

DATE: _____, 200_

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Fls: 0406
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Doc:

AIRFRAME TIME:

Total Flight Hours: [____]
Total Cycles: [____]

AIRFRAME LIMITS:

Type of Check: C Check
Check Interval: [____]
Time Since Last Check: [____]

ENGINE DATA:

Position:	No.1	No.2	No.3
Model:	[____]	[____]	[____]
Serial Numbers:	[____]	[____]	[____]
Total Flight Hours:	[____]	[____]	[____]
Total Cycles:	[____]	[____]	[____]
Flight Hours Since Last CER:	[____]	[____]	[____]
Cycles Since Last CER:	[____]	[____]	[____]
Flight Hours to Next Hard Limit:	[____]	[____]	[____]
Cycles to Next Hard Limit:	[____]	[____]	[____]

APU:

Manufacturer: [____]
Model: [____]
Serial Number: [____]

Total Flight Hours: [____]
Total Cycles: [____]
Flight Hours Since Last CER: [____]
Cycles Since Last CER: [____]
Flight Hours Remaining on LLPs: [____]
Cycles Remaining on LLPs: [____]

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LANDING GEAR LIMITS:

Position:	Nose	Left	Right
Overhaul Interval:	[ ]	[ ]	[ ]
Time Since Overhaul:	[ ]	[ ]	[ ]
Time to Next Overhaul:	[ ]	[ ]	[ ]

FUEL ON BOARD AT DELIVERY: _____ lbs.

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CPMI - CORRE
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Doc:

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ANNEX 2

DIISCREPANCIES

Description of Discrepancy	Agreed Corrective Action

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Doc:

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EXHIBIT C - FORM OF LEGAL OPINION

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[to be supplied]

RQS nº 03/2005 - CN -
CPMI - CORREIOS
Fls: 0409
Doc: 3675

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RQS nº 03/2005 - CN -
CPMI - -CORREIOS
Fls: 0410
Doc: 3675

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1.º OFÍCIO
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EXHIBIT D - FORM OF DEREGISTRATION POWER OF ATTORNEY

Irrevocable Power of Attorney

By this Irrevocable Power of Attorney, TOTAL LINHAS AÉREAS S/A, a company (*Sociedade Anônima*) organized and existing under the laws of Brazil having its principal place of business at Rua Boaventura, 2312 Hangar 6, Jaragua, Belo Horizonte, Minas Gerais, CEP-31270-310 Brazil (together with its successors and assigns, the "Lessee"), hereby irrevocably nominates and appoints Aviation Capital Group Corp. having its principal place of business at 800 Newport Center Drive, Suite 425, Newport Beach, California 92660, U.S.A., acting alone and without the authorization of any other person, to be the Lessee's true and lawful attorney-in-fact (the "Lessor") so that the Lessor may take any of the following actions in the name of and for Lessee with respect to the Boeing 727-2A1HK airframe bearing manufacturer's serial no. 22007 and Brazilian registration mark P_____, including the engines and any and all parts installed on or appurtenant to such airframe (collectively, the "Aircraft"), leased by the Lessor to the Lessee pursuant to Aircraft Lease Agreement 22007, dated June 12, 2002, between the Lessor and the Lessee (the "Lease"):

1. In the exercise of the rights of the Lessor under the Lease to recover the Aircraft from Lessee after termination of the Lease due to an Event of Default under the Lease or for termination of the Lease for any other reason, the Lessor may take all action, and may execute in the Lessee's name and for and on behalf of the Lessee any and all documents, applications and instruments, that may at any time be required in order to (a) cause the Aircraft to be repossessed by the Lessor, (b) cause the Aircraft to be deregistered from the register of aircraft maintained by the Brazilian Civil Aviation Authority (DAC) (the "Aviation Authority"), (c) obtain any document (whether in the nature of an export license, certificate of airworthiness for export or otherwise) that is required for the purpose of canceling the registration of the Aircraft with the Aviation Authority and/or securing the export of the Aircraft from Brazil, (d) export the Aircraft after the expiration of the Lease, and (e) to represent the Grantor before any public authority of the Federal or any State or Municipal Government in Brazil, including, but not limited to, the *Departamento de Aviação Civil - DAC do Ministério da Aeronáutica*, the *Comissão de Coordenação do Transporte Aéreo Civil - COTAC*, the *Departamento de Comércio Exterior do Ministério da Economia (DECEX), the Secretaria da Receita Federal do Brasil*, the Central Bank of Brazil, any customs agency or department succeeding to any of the functions or duties of any of the foregoing, to cancel registration of the Aircraft at the Brazilian Aeronautical Register.

2. Pursuant to the Lease, Lessee is maintaining all risk hull and war risk insurance and reinsurance covering the Aircraft, and the Lessor has been named loss payee on such insurance and reinsurance policies in the event of a total loss or constructive total loss of the Aircraft, in the event of damage to the Aircraft in excess of $100,000 or in the event of damage to the Aircraft while an "Event of Default" under the Lease has occurred and is continuing. The Lessor may take all action, and may execute in the Lessee's name and for and on behalf of the Lessee any and all documents, applications and instruments, including

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executing on behalf of the Lessee an appropriate form of discharge and release, that may at any time be required in order for the Lessor to collect such insurance proceeds or to adjust or settle any claim under such insurance policies.

3. In the exercise of the rights listed in paragraphs 1 and 2, the Lessor may take all such other actions and sign all such other documents as the Lessor considers necessary or appropriate in its absolute discretion. In connection with such documents, or in connection with any registrations or filings to which such documents are subject, the Lessor may represent the Lessee before and submit any such document, application or instrument to any applicable authorities, government department and agencies (including without limitation, the Aviation Authority) of Brazil as shall be necessary to achieve the aforementioned purposes.

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Doc:

4. The Lessee hereby undertakes from time to time and at all times to indemnify the Lessor against all costs, claims, expenses and liabilities lawfully and reasonably incurred by such Lessor in connection with this Irrevocable Power of Lessor and, upon request, to ratify and confirm whatever the Lessor shall lawfully and reasonably do or cause to be done by virtue of this Irrevocable Power of Attorney.

5. The Lessee hereby grants to the Lessor the full power and authority to substitute and appoint in its place one or more attorney or attorneys to exercise for it as attorney or attorneys of the Lessee any or all the powers and authorities conferred on the Lessor by this Irrevocable Power of Attorney, and to revoke any such appointment from time to time and to substitute or appoint any other or others in the place of such attorney or attorneys, all as the Lessor shall from time to time deem appropriate.

Any person, agency or company relying upon this Irrevocable Power of Attorney need not and will not make any determination or require any court judgment as to whether an "Event of Default" has occurred under the Lease or whether the Lease has been terminated. Lessee hereby waives any claims against (i) any person acting on the instructions given by Lessor or its designee pursuant to this Irrevocable Power of Attorney and (ii) any person designated by Lessor or an officer of Lessor to give instructions pursuant to this Irrevocable Power of Attorney. Lessee also agrees to indemnify and hold harmless any person, agency or company that may act in reliance upon this Irrevocable Power of Attorney and pursuant to instructions given by Lessor or its designee.

This Power of Attorney is given as security by the Lessee for the performance of its obligations under the Lease. This Power of Attorney is irrevocable and coupled with an interest. Lessee hereby represents, warrants and covenants that this Irrevocable Power of Attorney is irrevocably granted to the Lessor, and constitutes the legal, valid and irrevocably binding obligation of the Lessee, enforceable against the Lessee in accordance with its terms.

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This Power of Attorney shall be governed by the laws of Brazil.

IN WITNESS WHEREOF, TOTAL LINHAS AÉREAS S/A has executed and delivered this Irrevocable Power of Attorney this ____ day of ____ 2002.

DENAF 1443

TOTAL LINHAS AÉREAS S/A

By:_____
Name:
Title:

Witnesses:

RQS nº 03/2005 - CPMI - CORRE
Fls: 04
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Doc:

_____
Name:
I.D.

_____
Name:
I.D.

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DENAF 1142

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EXHIBIT E -FORM OF MONTHLY STATUS REPORT

Monthly Status Report

RQS nº 03/2005 - CI
CPMI - CORREIC
Fls: 041
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Doc:

AIRCRAFT TYPE	REG. MARK	SERIAL NO.	MONTH ENDING
Boeing 727-2A1HK		22007	.....

1. AIRCRAFT UTILIZATION:

(a)	Airframe Total Flight Hours	.....
(b)	Airframe Total Cycles	.....
(c)	Airframe Flight Hours for Month	.....
(d)	Airframe Cycles for Month	.....
(e)	Airframe Flight Hours since Overhaul	.....
(f)	Airframe Cycles since Overhaul	.....
(g)	Airframe Flight Hours since C-Check	.....
(h)	Airframe Cycles since C-Check	.....

2. POWERPLANT STATUS:		No. 1	No. 2	No.3
(a)	Serial Nos. of Delivered Engines	[____]	[____]	[___]
(b)	Serial Nos. of Replacement Engines (if applicable)	.....	.....	.....
(c)	Serial Nos. of Installed Engines (if different from (a) or (b) above)	.....	.....	.....
(d)	Current Location of Delivered or Replacement Engines (as applicable) (if not installed on Airframe)	.....	.....	.....
(e)	Total Time Since New of Delivered or Replacement Engines (as applicable)	.....	.....	.....

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(f)	Total Cycles Since New of Delivered or Replacement Engines (as applicable)	.....	.....	.....
(g)	Total Time Since Last Service	.....	.....	.....
(h)	Total Cycles Since Last Service	.....	.....	.....
(i)	Flight Hours to Limiter	.....	.....	.....
(j)	Cycles to Limiter	.....	.....	.....
(k)	Limiter	.....	.....	.....
(l)	Total Flight Hours for the Month for each Delivered or Replacement Engine (as applicable)	.....	.....	.....
(m)	Total Cycles for the Month for each Delivered or Replacement Engine (as applicable)	.....	.....	.....
(n)	Serial No. of Delivered APU	[____]		
(o)	Serial No. of Replacement APU (if applicable)	.....		
(p)	Serial No. of Installed APU (if different from (a) or (b) above)	.....		
(q)	Current Location of Delivered or Replacement APU (as applicable) (if not installed on Airframe)	.....		
(r)	Total Time Since New of Delivered or Replacement APU (as applicable)	.....		
(s)	Total Cycles Since New of Delivered or Replacement APU (as applicable)	.....		
(t)	Total Hours for the Month for Delivered or Replacement APU (as applicable)	.....		
(u)	Total Cycles for the Month for Delivered or Replacement APU (as applicable)	.....		

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Doc:

3. ROUTINE CHECKS / A.D. AND S.B. COMPLIANCE:

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TABELIONATO DO 18 CIRCULO

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RQS nº 03/2005 - CN - CPMI - CORREIOS
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Fls:
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Doc:

(a) Routine Checks (A and above) performed during Month:

(b) Airworthiness Directives complied with during Month:

(c) Service Bulletins complied with during Month:

4. AIRCRAFT DAMAGE OR ENGINE CHANGES:

Details of any repairs carried out to the Aircraft beyond SRM limits and Engine changes, giving reasons for repair or change:

5. UPCOMING MAINTENANCE CHECKS

(a) Maintenance Checks (C-Check or segment and above) scheduled or expected to be performed on the Airframe during the next 12 months:

(b) Scheduled shop visits or heavy maintenance visits scheduled or expected to be performed on the Engines during the next 12 months:

(c) Overhauls, or replacements scheduled or expected to be performed on the APU or Landing Gear during the next 12 months:

Date: _____, 20__

Certified for and on Behalf of
TOTAL LINHAS AÉREAS S/A

By:_____

Name:
Title:

1º REGISTRO DE TÍTULOS E DOCUMENTOS
RUA MAL DEODORO, 998 5º AND CONJ 504
Documento protocolado, registrado e arquivado em MICROFILME sob n.º
573153
CURITIBA 14 AGO. 2002
JOSÉ MENDES CAMARGO - Titular
LISETE M. CAMARGO BERNARDINO M. CAMARGO
MICHELE M. CAMARGO GUIOMAR AJALA BALIEIRO
ESCREVENTES

911

Reg. de Tit. Docs.
1.º OFÍCIO
232-1731
Curitiba - Paraná

1º OFÍCIO NOTARIAL DO 10º SUB-DIST.

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

1ª VIA

CERTIFICADO DE AERONAVEGABILIDADE

Airworthiness Certificate

Nº Certificado / Certificate number: 15800

Marcas / Marks	Fabricante / Aircraft Manufacturer	Tipo ICAO / ICAO Type	Cat. de Registro / Reg. Category
PT-MTQ	BOEING COMPANY	B722	TPR

Modelo / Model	Ano de Fabricação / Year of Manufacture	Nº de Série / Aircraft serial number
727-243	1980	22053

Peso Max Decolagem / Max.T.O.Gross.Weigth	Número Max. Passageiros / Maximum passenger capacity	Número Min. Tripulantes / Minimum Crew	Categoria de Homologação / Certification Category
088360	000	03	TRANSPORTE

Operador / Operator: TOTAL LINHAS AEREAS S.A

Este Certificado de Aeronavegabilidade é emitido conforme o anexo 8, da Convenção sobre Aviação Civil Internacional, de 7 de dezembro de 1944, e o Código Brasileiro de Aeronáutica, de 19 de dezembro de 1986, para a aeronave acima identificada, a qual é considerada aeronavegável enquanto mantida e operada de acordo com as limitações pertinentes, a menos que previamente suspenso ou cancelado.

This Certificate of Airworthiness is issued pursuant to Annex 8, of the International Civil Aviation Convention of december 7, 1944 and the Brazilian Air Law of december 19, 1986 in respect of the above mentioned aircraft, which is considered to be airworthy while maintained and operated in accordance with the pertinent limitations, unless previously suspended or canceled.

Observações / Remarks: **********

Data expedição	Data de validade / Not valid after
27/10/2004	03/11/2006

ALBERTO ALVES COELHO - Maj. - Av.
Chefe do Registro Aeronáutico Brasileiro

1439

03/2005 - C
CORREI
041
675

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
B.HORIZONTE MG 08 NOV 2004
Poder Judiciário Minas Gerais Corregedoria Geral de Justiça
Selo de Fiscalização AUTENTICAÇÃO AAP 46371
Antônio Daniel de Oliveira - Tabelião
Cláudia Alberto R. Araújo - Tab. Substituta
Cleusa Maria de Souza - Tab. Substituta
Antônio Carlos Faria - Esc. Autorizado

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REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

1ª VIA

CERTIFICADO DE MATRÍCULA

Certificate of Registration

Marcas (Marks)	Fabricante (Aircraft Manufactur)	Nº Certificado (Certificate number)
PT-MTQ	THE BOEING COMPANY	15800

Modelo (Model)	Nº de Série (Aircraft serial number)
727-200	22053

Proprietário (Owner)	CNPJ-CPF
PACIFIC COAST GROUP INC.	******** ********

Endereço (Address)	UF
********** **********	

Operador (Operator)	CNPJ-CPF
TOTAL LINHAS AEREAS S.A	32068363/0001-55

Endereço (Address)	UF
AV.SEN.SALGADO FILHO 5397/D-UBERABA CURITIBA	PR

Observações (Remarks)

ARREND.OPERACIONAL/HIPOTECA

Certifico que a aeronave acima descrita foi devidamente inscrita no Registro Aeronáutico Brasileiro, de acordo com a Convenção sobre Aviação Civil Internacional, de 7 de dezembro de 1944, e o Código Brasileiro de Aeronáutica, de 19 de dezembro de 1986.

I certify that aircraft identified hereon was propert inscript in the Civil Air Department in accordance with the International Civil Aviation Convention of december 7, 1944 and the Air Brazilian Law of december 19, 1986.

Data expedição
23/01/2001

PEDRO BITTENCOURT DE ALMEIDA
Chefe do Registro Aeronáutico Brasileiro

DAC/AF 1049

03/2005 - CN
- CORREIO
Fls: 0417
3675
Doc:

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SERVIÇO NOTARIAL DO 10 OFÍCIO
Rua Guajajaras 465 Tel 3213-2950
BELO HORIZONTE - MG
25 JAN. 2002
Conferida e achada conforme documento apresentado Dou fé
TABELIÃO

PEN 1497

A- A Comunicação de venda da aeronave deverá ser remetida ao Registro Aeronáutico Brasileiro (RAB), até 30 dias após a sua realização, devidamente preenchida, com nome, CNPJ/CPF e endereço completo do comprador, com firma reconhecida por **Autenticidade**;

B- O proprietário ou explorador deverá manter atualizado o seu endereço no Registro Aeronáutico Brasileiro;

C- Caberá ao adquirente requerer junto ao RAB a inscrição do seu Título de Aquisição, no prazo de 30 dias de sua formalização, sob pena de incorrer na multa prevista no artigo 302 do Código Brasileiro de Aeronáutica e Regulamentos em vigor;

D- A falta de comunicação da venda no prazo acima, sujeitará o vendedor à multa estabelecida na Lei supramencionada, assim como a responder por quaisquer encargos, irregularidades ou ilícitos decorrentes da utilização da aeronave.

CARTÓRIO SOUZA MACHADO
VENDA NOVA - BELO HORIZONTE - MG
AUTENTICAÇÃO. ESTA CÓPIA CONFERE COM O ORIGINAL QUE ME FOI APRESENTADO
VENDA NOVA 02 FEV 2001 DOU FÉ.
EM TESTEMUNHO DA VERDADE
SOUZA MACHADO - OFICIAL
E M. FONSECA - ESC. JURAM.
J. S. MACHADO ESC. JURAM.
P. CARMO - ESC. JURAM.
OTÁVIO LUIZ RIBEIRO - ESC. JURAM.

CONTROLE N° 002010 – CM

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

1ª VIA

CERTIFICADO DE AERONAVEGABILIDADE

Airworthiness Certificate

Nº Certificado
Certificate number: 15821

Marcas Marks	Fabricante Aircraft Manufacturer	Tipo ICAO ICAO Type	Cat. de Registro Reg. Category
PT-MTT	BOEING COMPANY	B722	TPR

Modelo Model	Ano de Fabricação Year of Manufacture	Nº de Série Aircraft serial number
727-243	1981	22167

Peso Max Decolagem Max.T.O.Gross.Weigth	Número Max. Passageiros Maximum passenger capacity	Número Min. Tripulantes Minimum Crew	Categoria de Homologação Certification Category
088360	000	3	TRANSPORTE

Operador
Operator: TOTAL LINHAS AEREAS S.A

Este Certificado de Aeronavegabilidade é emitido conforme o anexo 8, da Convenção sobre Aviação Civil Internacional, de 7 de dezembro de 1944, e o Código Brasileiro de Aeronáutica, de 19 de dezembro de 1986, para a aeronave acima identificada, a qual é considerada aeronavegável enquanto mantida e operada de acordo com as limitações pertinentes, a menos que previamente suspenso ou cancelado.

This Certificate of Airworthiness is issued pursuant to Annex 8, of the International Civil Aviation Convention of december 7, 1944 and the Brazilian Air Law of december 19, 1986 in respect of the above mentioned aircraft, which is considered to be airworthy while maintained and operated in accordance with the pertinent limitations, unless previously suspended or canceled.

Observações
Remarks: **********

Data expedição	Data de validade Not valid after
27/10/2004	13/12/2006

ALBERTO ALVES COELHO - MAJ. - AV.
Chefe do Registro Aeronáutico Brasileiro

DEAC 1426

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado. Dou fé.
B.HORIZONTE MG 08 NOV. 2004
Antônio Daniel de Oliveira - Tab. Su.
Cláudio Alberto R. Araújo - Tab. Su.
Cássia Maria de Souza - Tab. Su.
Antônio Carlos Faria - Esc. Aut.

Poder Judiciário do Estado de Minas Gerais Corregedoria Geral de Justiça
Selo de Fiscalização AUTENTICAÇÃO AAP 46361

RQS nº 03/2005 - CN - CPMI - CORREIOS
0418
3675

414

DENAF 1435

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

1ª VIA

CERTIFICADO DE MATRÍCULA

Certificate of Registration

Marcas / Marks	Fabricante / Aircraft Manufactur	Nº Certificado / Certificate number
PT-MTT	THE BOEING COMPANY	15821

Modelo / Model	Nº de Série / Aircraft serial number
727-243	22167

Proprietário / Owner	CNPJ-CPF
PACIFIC COAST GROUP INC.	**********

Endereço / Address	UF
3291 N.BUFFALO DRIVE SUITE 8 L.VEGAS NEVADA	

Operador / Operator	CNPJ-CPF
TOTAL LINHAS AEREAS S.A	32068363/0001-55

Endereço / Address	UF
AV.SEN.SALG.FILHO 5397 SL.D-UBERABA CURITIBA	PR

Observações / Remarks: ARRENDAMENTO OPERACIONAL

Certifico que a aeronave acima descrita foi devidamente inscrita no Registro Aeronáutico Brasileiro, de acordo com a Convenção sobre Aviação Civil Internacional, de 7 de dezembro de 1944, e o Código Brasileiro de Aeronáutica, de 19 de dezembro de 1986.

I certify that aircraft identified hereon was propert inscript in the Civil Air Department in accordance with the International Civil Aviation Convention of december 7, 1944 and the Air Brazilian Law of december 19, 1986.

Data expedição: 19/01/2001

PEDRO BITTENCOURT DE ALMEIDA
Cel. Av.
Chefe do RAB
Chefe do Registro Aeronáutico Brasileiro

OS nº 03/2005 - C
PMI - CORREI
041
3675

CARTÓRIO 2º OFÍCIO DE NOTAS
Tabelã Mônica de Queiroz Alves
Av. Afonso Pena, 1182 - B. Hte.
Confere com o original Dou Fé.
B. Hte. MG 26 JAN. 2001
Em Test.
Adriano Caldeira de Queiroz
Sibelone Queiroz Caldeira
Imperia Mª de Queiroz Alves
Irma das Graças de Paula

415

SERVIÇO NOTARIAL DO 1º OFÍCIO
Rua Guajajaras - 40 - Tel. 3213 2950
BELO HORIZONTE - MG
23 JAN. 2002
Conferida e achada conforme documento apresentado. Dou fé
TABELIÃO

DEN 1434

A- A Comunicação de venda da aeronave deverá ser remetida ao Registro Aeronáutico Brasileiro (RAB), até 30 dias após a sua realização, devidamente preenchida, com nome, CNPJ/CPF e endereço completo do comprador, com firma reconhecida por **Autenticidade**;

B- O proprietário ou explorador deverá manter atualizado o seu endereço no Registro Aeronáutico Brasileiro;

C- Caberá ao adquirente requerer junto ao RAB a inscrição do seu Titulo de Aquisição; no prazo de 30 dias de sua formalização, sob pena de incorrer na multa prevista no artigo 302 do Código Brasileiro de Aeronáutica e Regulamentos em vigor;

D- A falta de comunicação da venda no prazo acima, sujeitará o vendedor à multa estabelecida na Lei supramencionada, assim como a responder por quaisquer encargos, irregularidades ou ilícitos decorrentes da utilização da aeronave.

CONTROLE N° 001988 - CM

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

1ª VIA

CERTIFICADO DE AERONAVEGABILIDADE

Airworthiness Certificate

Nº Certificado / Certificate number: 16171

Marcas / Marks	Fabricante / Aircraft Manufacturer	Tipo ICAO / ICAO Type	Cat. de Registro / Reg. Category
PR-TTB	BOEING COMPANY	B722	TPR

Modelo / Model	Ano de Fabricação / Year of Manufacture	Nº de Série / Aircraft serial number
727-223	1980	22007

Peso Max Decolagem / Max.T.O.Gross.Weigth	Número Max. Passageiros / Maximum passenger capacity	Número Min. Tripulantes / Minimum Crew	Categoria de Homologação / Certification Category
088453	000	03	TRANSPORTE

Operador / Operator: TOTAL LINHAS AEREAS S.A

Este Certificado de Aeronavegabilidade é emitido conforme o anexo 8, da Convenção sobre Aviação Civil Internacional, de 7 de dezembro de 1944, e o Código Brasileiro de Aeronáutica, de 19 de dezembro de 1986, para a aeronave acima identificada, a qual é considerada aeronavegável enquanto mantida e operada de acordo com as limitações pertinentes, a menos que previamente suspenso ou cancelado.

This Certificate of Airworthiness is issued pursuant to Annex 8, of the International Civil Aviation Convention of december 7, 1944 and the Brazilian Air Law of december 19, 1986 in respect of the above mentioned aircraft, which is considered to be airworthy while maintained and operated in accordance with the pertinent limitations, unless previously suspended or canceled.

Observações / Remarks: **********

Data expedição	Data de validade / Not valid after
24/09/2002	03/09/2008

REGISTRO AERONÁUTICO BRASILEIRO
Nº CELSO ANGEL SUHETT

Chefe do Registro Aeronáutico Brasileiro

DENAF 1433

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 3675
Doc:

Poder Judiciário
Corregedoria Geral de Justiça
SERVIÇO NOTARIAL
Selo de Fiscalização
AHN 38540
30 SET. 2002
Confere e achada conforme documento apresentado. Dou fé.
TABELIÃO

416

CONTROLE Nº 007641 – CA

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

1ª VIA

CERTIFICADO DE MATRÍCULA

Certificate of Registration

Marcas / Marks	Fabricante / Aircraft Manufactur	Nº Certificado / Certificate number
PR-TTB	BOEING COMPANY	16171

Modelo / Model	Nº de Série / Aircraft serial number
727-223	22007

Proprietário / Owner	CNPJ-CPF	UF
AVIATON CAPITAL GROUP CORP.	**********	

Endereço / Address	UF

Operador / Operator	CNPJ-CPF
TOTAL LINHAS AEREAS S.A	32068363/0001-55

Endereço / Address	UF
AV.SENADOR SALGADO FILHO 5397 SL-D CURITIBA	PR

Observações / Remarks: ARRENDAMENTO OPERACIONAL

Certifico que a aeronave acima descrita foi devidamente inscrita no Registro Aeronáutico Brasileiro, de acordo com a Convenção sobre Aviação Civil Internacional, de 7 de dezembro de 1944, e o Código Brasileiro de Aeronáutica, de 19 de dezembro de 1986.

I certify that aircraft identified hereon was propert inscript in the Civil Air Department in accordance with the International Civil Aviation Convention of december 7, 1944 and the Air Brazilian Law of december 19, 1986.

REGISTRO AERONÁUTICO BRASILEIRO
DR. CELSO RUSSEL SURETT
ASS.

Data expedição: 24/09/2002

Chefe do Registro Aeronáutico Brasileiro

TRIAF 1952

nº 03/2005 - C
AM. - CORREI
0421
3675
Doc:

A- A Comunicação de venda da aeronave deverá ser remetida ao Registro Aeronáutico Brasileiro (RAB), até 30 dias após a sua realização, devidamente preenchida, com nome, CNPJ/CPF e endereço completo do comprador, com firma reconhecida por **Autenticidade**;

B- O proprietário ou explorador deverá manter atualizado o seu endereço no Registro Aeronáutico Brasileiro;

C- Caberá ao adquirente requerer junto ao RAB a inscrição do seu Título de Aquisição, no prazo de 30 dias de sua formalização, sob pena de incorrer na multa prevista no artigo 302 do Código Brasileiro de Aeronáutica e Regulamentos em vigor;

D- A falta de comunicação da venda no prazo acima, sujeitará o vendedor à multa estabelecida na Lei supramencionada, assim como a responder por quaisquer encargos, irregularidades ou ilícitos decorrentes da utilização da aeronave.

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SERVIÇO NOTARIAL DO 10º OFÍCIO
Rua Guajajaras, 455 - Tel.: 3213-2950
BELO HORIZONTE - MG
30 SET. 2002
Confere a presente cópia com o documento apresentado.
Selo de Fiscalização
AHN 38544

CONTROLE N° 006451 – CM

SERVIÇO NOTARIAL DO 10º OFÍCIO
Rua Guajajaras, 455 - Tel.: 3213-2950
BELO HORIZONTE - MG
21 AGO. 2002
Confere a presente cópia com o documento apresentado.
Selo de Fiscalização
ATV 93707

NÚMERO: 9608-001/STE

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL

CERTIFICADO DE HOMOLOGAÇÃO DE EMPRESA DE TRANSPORTE AÉREO

ESTE DOCUMENTO, EMITIDO EM FAVOR DE TOTAL LINHAS AÉREAS S.A.

ESTABELECIDO NA AEROPORTO DA PAMPULHA
RUA BOAVENTURA, 2312, BAIRRO JARAGUÁ
BELO HORIZONTE – MG
CEP 31270-310

CERTIFICA QUE ESTA EMPRESA CUMPRIU AS NORMAS, REQUISITOS, REGULAMENTOS E PADRÕES ESTABELECIDOS PELO DAC PARA A HOMOLOGAÇÃO DE EMPRESA DE TRANSPORTE AÉREO, ESTANDO SEU DETENTOR AUTORIZADO A OPERAR COMO EMPRESA AÉREA REGIONAL SEGUNDO AS REGRAS E PROCEDIMENTOS ESTABELECIDOS NO REGULAMENTO BRASILEIRO DE HOMOLOGAÇÃO AERONÁUTICA (RBHA) 121, SUJEITANDO-SE ÀS LIMITAÇÕES ESTABELECIDAS NAS ESPECIFICAÇÕES OPERATIVAS APROVADAS.

DURAÇÃO: Este Certificado, emitido de acordo com a legislação em vigor, terá duração ilimitada, salvo em caso de suspensão ou revogação pelo DAC.

LOCAL E DATA DA EMISSÃO: Rio de Janeiro, 06 de agosto de 1999.

SERVIÇO NOTARIAL DO 10º OFÍCIO
Rua Guajajaras, 465 - Tel. 213-2950
BELO HORIZONTE - MG
01 -08- 2000
Confere a presente cópia com o documento apresentado. Dou fé
TABELIÃO

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é reprodução fiel do original que me foi apresentado.
BELO HORIZONTE MG 26 OUT. 2004
Selo de Fiscalização AUTENTICAÇÃO AAP 32353
Antônio Daniel de Oliveira - Tabelião
Cláudio Alberto R. Araújo - Tab. Substituto
Juberti Antonio de Oliveira - Tab. Substituto
Antônio Carlos [illegible] - Tab. Substituto

Brig. do Ar CESAR COSTA
Chefe do Subdepartamento Técnico

DENAF 1431

Este Certificado é intransferível e qualquer modificação pretendida pelo seu detentor fica sujeita à expressa aprovação do DAC.

DENAF 1430

SERVIÇO NOTARIAL DO 10º OFÍCIO - BELO HORIZONTE - MG

RGS nº 03/2005 - CN CPMI - CORREIOS
Fls: 0423
Doc: 3675

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
(BRAZILIAN CIVIL AVIATION AUTHORITY)

CERTIFICADO DE HOMOLOGAÇÃO DE EMPRESA

(MAINTENANCE ORGANIZATION CERTIFICATE)

NÚMERO *(NUMBER)* **0410-02/DAC**

BASE DE HOMOLOGAÇÃO *(CERTIFICATION BASIS)* **RBHA 145**

Este Certificado, emitido em favor da TOTAL – LINHAS AÉREAS S/A, cujas instalações estão localizadas no(a)Rua dos Hangares - Hangar 3 - Pátio Norte - Aeroporto da Pampulha - Belo Horizonte - MG, CEP 31710-410, atesta que essa Empresa, tendo cumprido os requisitos estabelecidos nos Regulamentos Brasileiros de Homologação Aeronáutica (RBHA), relacionados com o estabelecimento de uma oficina de manutenção aeronáutica, está autorizada a executar:

(This Certificate is issued to TOTAL – LINHAS AÉREAS S/A, *whose business address is* Rua dos Hangares - Hangar 3 - Pátio Norte - Aeroporto da Pampulha - Belo Horizonte - MG, CEP 31710-410, *upon finding that its organization complies with the requirements established in the Brazilian Aeronautical Certification Regulations (RBHA) relating to the establishment of a Aeronautical Maintenance Organization, is authorized to perform).*

- Dentro do Padrão C Classe 4 - Manutenção, modificações e/ou reparos em células de aeronaves de estrutura metálica com peso máximo acima de 5670 Kg por modelo de aeronave, conforme Adendo anexo.
  (Within the Rating C Class 4 – maintenance, alterations and or repairs in airframe of all-metal structure aircraft with maximum weight of more then 5670 Kg by aircraft model, according to the Maintenance Organization Operations Specifications attached).
- Dentro do Padrão F Classe 1 - Manutenção, modificações e/ou reparos em equipamentos de radionavegação e/ou comunicação de aeronaves por modelo de equipamento, conforme Adendo anexo.
  (Within the Rating F Class 1 – maintenance, alterations and or repairs in aircraft NAV/COMM radio equipments by model, according to the Maintenance Organization Operations Specifications attached).
- Dentro do Padrão F Classe 2 - Manutenção, modificações e/ou reparos em instrumentos de aeronaves por modelo de instrumento, conforme Adendo anexo.
  (Within the Rating F Class 2 – maintenance, alterations and or repairs in aircraft instruments by instruments model, according to the Maintenance Organization Operations Specifications attached).
- Dentro do Padrão F Classe 3 - Manutenção, modificações e/ou reparos em acessórios de aeronaves por modelo de acessório, conforme Adendo anexo.
  (Within the Rating F Class 3 – maintenance, alterations and or repairs in aircraft accessories by accessory model, according to the Maintenance Organization Operations Specifications attached).
- Dentro do Padrão H Classe Única - Serviços especializados por modelo de serviço, conforme Adendo anexo.
  (Within the Rating H Class Unique – specialized services by service model, according to the Maintenance Organization Operations Specifications attached).

//

DURAÇÃO: Este Certificado, emitido de acordo com a Portaria Nº 453/GM5, de 02 de agosto de 1991, é valido até que seja revogado, suspenso ou cassado.

(Expire Date: This Certificate, issued according to the Ordinance nr. 453/GM5, dated 02 August 1991, shall continue in effect up to be canceled, suspended or revoked.

LOCAL E DATA DA EMISSÃO: Rio de Janeiro, 15 de Outubro de 2004.

(Place and date issued: Rio de Janeiro, October 15th, 2004).

JORGE LUIZ BRITO VELOZO – Cel.-Av.
Chefe Interino do Subdepartamento Técnico
Technical Subdepartment Interim Manager

Este Certificado, cujos dados são complementados por um Adendo e por uma Relação Anexa, conforme aplicável, é intransferível, e qualquer grande modificação nas facilidades básicas, ou no seu endereço, deverá ser imediatamente comunicada ao Departamento de Aviação Civil.

(This Certificate, whose complementary data are in the "Maintenance Organization Operations Specifications" and its attachment Capability List, if applicable, is not transferable and any major change in the basic facilities, or in the location thereof, shall be immediately reported to the head quarter office of the Brazilian Civil Aviation Authority - DAC).

419

DENAF 1429

SERVIÇO NOTARIAL DO 10º OFÍCIO - BELO HORIZONTE - MG

Fls nº 03/2005
ML - CORR
Fls: 042
3675
Doc:

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
(BRAZILIAN CIVIL AVIATION AUTHORITY)

ADENDO AO
CERTIFICADO DE HOMOLOGAÇÃO DE EMPRESA

(MAINTENANCE ORGANIZATION OPERATIONS SPECIFICATIONS)

CHE Nº 0410-02/DAC (*MAINTENANCE ORGANIZATION CERTIFICATE NUMBER 0410-02/DAC*)

TOTAL – LINHAS AÉREAS S/A

AERONAVES ***(AIRCRAFT)***

- AVIONS DE TRANSPORT REGIONAL – Modelos ATR 42 Séries 300 e 320.

EQUIPAMENTO RÁDIO ***(EQUIPMENT RADIO)***

- Comunicação e Navegação – Conforme relação anexa autenticada. *(Capability List approved).*

INSTRUMENTOS ***(INSTRUMENTS)***

- Conforme relação anexa autenticada. *(Capability List approved).*

ACESSÓRIOS ***(ACCESSORIES)***

- Conforme relação anexa autenticada. *(Capability List approved)*

SERVIÇOS ESPECIALIZADOS ***(SPECIALIZED SERVICE)***

- **INSPEÇÃO NÃO DESTRUTIVA** ***(NON DESTRUCTIVE INSPECTION)***
  - Inspeções de Líquidos Penetrantes de acordo com os manuais dos fabricantes ou de acordo com procedimentos baseados na norma ASTM E 1417. *(Liquid Penetrant in accordance with the manufacturer maintenance requirements or in accordance with standard ASTM E 1417).*
  - Inspeções por Correntes Parasitas (Eddy Current) de acordo com os manuais dos fabricantes ou de acordo com procedimentos baseados na norma MIL HDBK 728/2. *(Eddy Current in accordance with the manufacturer maintenance requirements or in accordance with standard MIL HDBK 728/2).*
- O pessoal requerido para a execução das inspeções não destrutivas deve atender aos requisitos de qualificação e certificação contidos na norma NAS 410. *(Non-destructive testing personnel must meet the qualification and certification requirements contained in NAS 410).*

//

DATA DA EMISSÃO *(DATE ISSUED)*: Rio de Janeiro, 15 de Outubro de 2004.
(Place and date issued: Rio de Janeiro, October 15th, 2004).

Ricardo Caldeira Cesar Brasil – Cap.-Eng.
Chefe da Seção de Homologação e Controle de Empresas regidas pelo RBHA 145
Maintenance Organization Certification Section Manager
CARLOS H. ARAÚJO DE AZEVEDO Cap Esp Aer
INSPAC 0837 / STE - DAC
Adj. da 3TE-1

Marcos Tarcisio Marques dos Santos – Cel.-Av.
Chefe da Divisão de Aeronavegabilidade e Engenharia de Manutenção
Airworthiness and Maintenance Engineering Division Manager

420

DENAF 1428

SERVIÇO NOTARIAL DO 10º OFÍCIO - BELO HORIZONTE - MG

RQS nº 03/2005 - CI
CPMI - CORREIO
Fls: 0425
Doc: 3675

TOTAL LINHAS AÉREAS

CHE

Rua dos Hangares 03 – Pátio Norte – Aeroporto da Pampulha – Cep 31710-410
Belo Horizonte – Minas Gerais – Brasil
Tel: 31 3490 9700 / Fax: 31 3490 9708
E-mail: engineering@total.com.br
Site: www.total.com.br

Relação Anexa ao Adendo

RPQS
Geraldo Márcio Guedes Azevedo

421

DENAF 427

SERVIÇO NOTARIAL DO 10º OFÍCIO - BELO HORIZONTE - MG

SERVIÇO PÚBLICO FEDERAL
DEPARTAMENTO DE AVIAÇÃO CIVIL

ECT/DQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0426
Doc: 3675

Ofício nº 221/3TE-1/

Rio de Janeiro, 15 de Outubro de 2004.

Prezado Senhor,

Incumbiu-me o Exmo. Sr. Chefe do STE de informar que a Relação Anexa, dessa Empresa, Revisão Original, datada de 20 de Setembro de 2004, foi considerado **aceita** por esta Chefia.

Outrossim, solicito a V.Sª. incorporar uma cópia deste documento em cada cópia controlada da Relação Anexa, ora aceita, a ser distribuída.

MARCOS TARCISIO MARQUES DOS SANTOS - Cel. Av.
Chefe da Divisão de Aeronavegabilidade e Engenharia de Manutenção

MILTON DE SOUSA CARVALHO-TEN.CEL-ENG.
ADJUNTO
DIVISÃO DE AERONAVEGABILIDADE E ENGENHARIA
DE MANUTENÇÃO (TE-1)

À Empresa TOTAL LINHAS AÉREAS S/A.
Rua dos Hangares, Hangar 3 - Aeroporto da Pampulha - Belo Horizonte - MG
CEP:31710-410

422

DENAF 1426

TOTAL LINHAS AÉREAS	**Relação Anexa ao Adendo**	Página 1 / 1
	CONTROLE DE REVISÕES	Revisão: Original 20/09/2004

03/2005 -
CPMI - CORRE
0427
3675
Doc:

Para um controle efetivo de registro, mantenha as páginas e revisões atuais. Após a inserção das páginas revisadas e remoção das páginas obsoletas, preencha os campos de número e data da revisão, número das páginas afetadas, data da inserção e assine o campo requerido.

Número da Revisão	Data da Revisão	Páginas afetadas	Data da inserção	Inserido por:
Original	20/09/2004	Todas	20/09/2004	

SERVIÇO NOTARIAL DO 10º OFÍCIO - BELO HORIZONTE - MG

423

DENAF 1425

TOTAL LINHAS AÉREAS

Relação Anexa ao Adendo

Lista de Páginas Efetivas

Revisão: Original
20/09/2004

Assunto	Página	Revisão	Data
Página Título	1	Original	20/09/2004
Controle de Revisões	1	Original	20/09/2004
Lista de Páginas Efetivas	1	Original	20/09/2004
Lista de Capacidade F1	1	Original	20/09/2004
	2	Original	20/09/2004
Lista de Capacidade F2	1	Original	20/09/2004
Lista de Capacidade F3	1	Original	20/09/2004
	2	Original	20/09/2004
	3	Original	20/09/2004
	4	Original	20/09/2004

RQS nº 03/2005 - C
CPMI - CORREI
0428
Fls:
3675
Doc:

SERVIÇO NOTARIAL DO 10º OFÍCIO - BELO HORIZONTE - MG

424

DENAF 1424

SERVIÇO NOTARIAL DO 10º OFÍCIO - BELO HORIZONTE - MG

TOTAL LINHAS AÉREAS

Relação Anexa ao Adendo

Lista de Capacidade F1

Revisão: Original 20/09/2004

ROS nº 03/2005 - C
CPMI - CORREIO
Fls: 0429
3675
Doc:

DESCRIÇÃO	NÚMERO DE PARTE	FABRICANTE
AUDIO CONTROL PANEL	ACP2531	TEAM
AUDIO CONTROL PANEL	ACP2531AB	TEAM
BAROMETRIC ALTITUDE INDICATOR	4016341-901	HONEYWELL
BAROMETRIC ALTITUDE INDICATOR	4016341-902	HONEYWELL
BAROMETRIC ALTITUDE INDICATOR	4016341-903	HONEYWELL
BAROMETRIC ALTITUDE INDICATOR	4016341-904	HONEYWELL
BAROMETRIC ALTITUDE INDICATOR	4016341-905	HONEYWELL
BAROMETRIC ALTITUDE INDICATOR	4016341-906	HONEYWELL
BAROMETRIC ALTITUDE INDICATOR	4016341-907	HONEYWELL
COCKPIT VOIVE RECORDER	93-A100-83	FAIRCHILD
COCKPIT VOIVE RECORDER	980-6005-054/-055/-056/-057/-058/-074/-075/-076/-077/-078/-079	SUNDSTRAND
DIGITAL AIR DATA COMPUTER	7000700-942	HONEYWELL
DIGITAL AIR DATA COMPUTER	7000700-959	HONEYWELL
DIGITAL CONTROLLER	7005819-202	HONEYWELL
DIGITAL CONTROLLER	7005819-504	HONEYWELL
DIGITAL CONTROLLER	7005819-606	HONEYWELL
DIGITAL FLIGHT GUIDANCE CONTROLLER	7003975-602	HONEYWELL
ELETRONIC CLOCK	GMT4150	AIR PRECISION
ELETRONIC CLOCK	GMT4150-1	AIR PRECISION
ELETRONIC DISPLAY	7003110-912	HONEYWELL
FLIGHT GUIDANCE COMPUTER	7003974-605	HONEYWELL
GPWS	965-0476-088	ALLIEDSIGNAL
GPWS	965-0476-092	ALLIEDSIGNAL
GPWS	965-0476-093	ALLIEDSIGNAL
JACK PANEL	JP2551	TEAM
JACK PANEL	JP2579	TEAM
MACH AIRSPEED INDICATOR	7002860-901	HONEYWELL
MACH AIRSPEED INDICATOR	7002860-902	HONEYWELL
MACH AIRSPEED INDICATOR	7002860-903	HONEYWELL
MACH AIRSPEED INDICATOR	7002860-904	HONEYWELL
MACH AIRSPEED INDICATOR	7002860-911	HONEYWELL
MACH AIRSPEED INDICATOR	7002860-912	HONEYWELL
MACH AIRSPEED INDICATOR	7002860-913	HONEYWELL
MACH AIRSPEED INDICATOR	7002860-914	HONEYWELL
POWER SUPPLY	7001526-902	HONEYWELL
POWER SUPPLY	7001526-904	HONEYWELL
POWER SUPPLY	7005577-901	HONEYWELL
POWER SUPPLY	7005577-902	HONEYWELL
POWER SUPPLY	7012780-901	HONEYWELL
POWER SUPPLY	7012780-903	HONEYWELL
RADIO ALTITUDE INDICATOR	522-4114-002	COLLINS
RADIO ALTITUDE INDICATOR	522-4114-003	COLLINS
RADIO ALTITUDE INDICATOR	522-4114-004	COLLINS

COMANDO DA AERONÁUTICA DAC

1257

DENAF 1423

SERVIÇO NOTARIAL DO 10º OFÍCIO - BELO HORIZONTE - MG

TOTAL LINHAS AÉREAS

Relação Anexa ao Adendo

Lista de Capacidade F1

Revisão: Original 20/09/2004

DESCRIÇÃO	NÚMERO DE PARTE	FABRICANTE
RADIO ALTITUDE INDICATOR	522-4114-006	COLLINS
RADIO ALTITUDE INDICATOR	522-4114-008	COLLINS
RADIO ALTITUDE INDICATOR	522-4354-002	COLLINS
RADIO ALTITUDE INDICATOR	522-4363-004	COLLINS
RADIO ALTITUDE INDICATOR	522-4625-001	COLLINS
SIMBOL GENERATOR	7004544-412	HONEYWELL
SIMBOL GENERATOR	7004544-712	HONEYWELL
STRAP DOWN RHRU	7003360-946	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	4031609-901	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	4031609-902	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	4031609-903	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	4031609-904	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	4031609-905	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	4031609-906	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	4031609-907	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	4031609-908	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	702638-901	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	702638-902	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	702638-903	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	702638-904	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	702638-905	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	702638-906	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	702638-907	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	702638-908	HONEYWELL
TRUE AIRSPEED / TEMPERATURE INDICATOR	702638-909	HONEYWELL
VERTICAL SPEED INDICATOR	4013013-906	HONEYWELL
VERTICAL SPEED INDICATOR	4013013-907	HONEYWELL
VERTICAL SPEED INDICATOR	4013013-911	HONEYWELL
VERTICAL SPEED INDICATOR	4013013-912	HONEYWELL
VERTICAL SPEED INDICATOR	4013013-913	HONEYWELL
VERTICAL SPEED INDICATOR	4013013-914	HONEYWELL
VERTICAL SPEED INDICATOR	4013013-915	HONEYWELL

RQS nº 03/2005 - CPMI - CORREIOS
Fls: 0430
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Doc:

COMANDO DA AERONÁUTICA DAC

(426)

DENAF 1422

SERVIÇO ... DO 1º OFÍCIO - BELO HORIZONTE - MG

TOTAL LINHAS AÉREAS	**Relação Anexa ao Adendo**	Página 1 / 1
	Lista de Capacidade F2	Revisão: Original 20/09/2004

DESCRIÇÃO	NÚMERO DE PARTE	FABRICANTE
AMMETER INDICATOR AND DE-ICING MONITORING INDICATOR	2136-315-80-11	SEXTANT
AMMETER INDICATOR AND DE-ICING MONITORING INDICATOR	2136-430-80-11	SEXTANT
COMP / DUCT INDICATOR	5427-404-80-10	SEXTANT
DUAL OIL PRESS /TEMPERATURE INDICATOR	5677-406-80-13	SEXTANT
DUAL OIL PRESS /TEMPERATURE INDICATOR	5677-407-80-14	SEXTANT
DUAL OIL PRESS /TEMPERATURE INDICATOR	5677-409-80-10	SEXTANT
DUAL OIL PRESS /TEMPERATURE INDICATOR	5677-420-80-10	SEXTANT
DUAL OIL PRESS /TEMPERATURE INDICATOR	5677-421-80-10	SEXTANT
FULL TEMPERATURE INDICATOR	5126-220-80-11	SEXTANT
FULL TEMPERATURE INDICATOR	5126-223-80-11	SEXTANT
NH INDICATOR	5678-704-80-11	SEXTANT
NH INDICATOR	5678-705-80-12	SEXTANT
NP INDICATOR	5678-713-80-10	SEXTANT
NP INDICATOR	5678-715-80-10	SEXTANT
NP INDICATOR	5678-716-80-10	SEXTANT
PRESSURIZATION INDICATOR	49310-31	SEXTANT
TORQUE INDICATOR	5677-750-80-12	SEXTANT
TORQUE INDICATOR	5677-755-80-11	SEXTANT
TORQUE INDICATOR	5677-756-80-10	SEXTANT
TORQUE INDICATOR	5677-765-80-10	SEXTANT
TORQUE INDICATOR	5677-766-80-10	SEXTANT
TORQUE INDICATOR	5677-767-80-10	SEXTANT
TURBINE TEMPERATURE INDICATOR	5678-553-80-12	SEXTANT
TURBINE TEMPERATURE INDICATOR	5678-555-80-10	SEXTANT
TURBINE TEMPERATURE INDICATOR	5678-559-80-10	SEXTANT

ROS nº 03/2005 - CPMI - CORRE
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COMANDO DA AERONÁUTICA - DAC

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DENAF 1421

SERVIÇO NOTARIAL DO 10º OFÍCIO · BELO HORIZONTE - MG ·

SEÇÃO DE ACESSÓRIOS

DESCRIÇÃO	NÚMERO DE PARTE	FABRICANTE
ACTUATOR	106788A103	ITT AEROSPACE
ACTUATOR	106788A128	ITT AEROSPACE
ACTUATOR	106788A131	ITT AEROSPACE
ACTUATOR	106788A140	ITT AEROSPACE
ACTUATOR	106788A205	ITT AEROSPACE
ANTI-COLLISION LIGHTS	292-00	AIR PRECISION
ANTI-COLLISION LIGHTS	292-25	AIR PRECISION
ANTI-COLLISION LIGHTS	R251M2BR	LOGIC
ANTI-COLLISION LIGHTS	R251M2BW	LOGIC
ANTI-COLLISION LIGHTS	R251M2CR	LOGIC
ANTI-COLLISION LIGHTS	R251M2CW	LOGIC
BALLAST CONVERTER	37-16	LABINAL
BALLAST CONVERTER	37-17	LABINAL
BATTERY PROTECTION UNIT	682GC01Y1	E.C.E
BATTERY PROTECTION UNIT	682GC02Y1	E.C.E
BATTERY PROTECTION UNIT	683GC01Y01	E.C.E
BPCU	105003-2	AUXILEC
BUTTERFLY MODULATING VALVE	3290104-1	HONEYWELL
CABIN TEMPERATURE CONTROL	624820-1	ALLIEDSIGNAL
COOLING TURBINE	2204400-2	ALLIEDSIGNAL
COOLING TURBINE	2204400-4	ALLIEDSIGNAL
CREW ALERT COMPUTER	35-0A2-3008-314	AEROSPATIALE
DUAL DISTRIBUTON VALVE	B03AA1020	LIEBHERR
DUAL DISTRIBUTON VALVE	B03AA1031	LIEBHERR
DUAL DISTRIBUTON VALVE	B03AA1040	LIEBHERR
DUAL DISTRIBUTON VALVE	B03AA1060	LIEBHERR
EMERGENCY LIGHTING POWER SUPPLY MODULE	301-1004A	NEC
EMERGENCY LIGHTING POWER SUPPLY MODULE	301-1120	NEC
EMERGENCY LIGHTING POWER SUPPLY MODULE	301-1145	NEC
EMERGENCY LIGHTING POWER SUPPLY MODULE	301-1150	NEC
EMERGENCY LIGHTING POWER SUPPLY MODULE	301-1180A	NEC
EMERGENCY LIGHTING POWER SUPPLY MODULE	301-1185A	NEC
FIRE DETECTION CONTROL UNIT	51653-152	GRAVINER
FLAP CONTROL SWITCH UNIT	7032-2	AVIAC
FLAP POSITION FEEDBACK UNIT	7031-3	AVIAC
FOUR AND ONE HALF INCH DIAMETER ELETRIC SHUTOFF BUTTERFLY VALVE	321464-2-1	HONEYWELL
FOUR AND ONE HALF INCH DIAMETER ELETRIC SHUTOFF BUTTERFLY VALVE	321464-5-1	HONEYWELL
FOUR END ONE HALF INCH DIAMETER ELETRIC SHUTOFF BUTTERFLY VALVE	398540-1-1	HONEYWELL
FOUR END ONE HALF INCH DIAMETER ELETRIC SHUTOFF BUTTERFLY VALVE	398540-2-1	HONEYWELL
FOUR END ONE HALF INCH DIAMETER ELETRIC SHUTOFF BUTTERFLY VALVE	398542-1-1	HONEYWELL

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Fls.
Doc. 3675

DENAF 1420

SERVIÇO NOTARIAL DO 10º OFÍCIO - BELO HORIZONTE - MG -

DESCRIÇÃO	NÚMERO DE PARTE	FABRICANTE
FOUR END ONE HALF INCH DIAMETER ELETRIC SHUTOFF BUTTERFLY VALVE	398542-2-1	HONEYWELL
GENERATOR CONTROL UNIT	102-003-11	AUXILEC
HOT JUG	L19008-03	LERMER
ISOLATION VALVE	3289706-1	ALLIEDSIGNAL
ISOLATION VALVE	3290196-1	HONEYWELL
ISOLATION VALVE	3290196-2	HONEYWELL
LINEAR ACTUATOR	4262461	TELEFLEX
LINEAR ACTUATOR	VL32C11	LABINAL
LOGO LIGHT	4213966	TELEFLEX-SYNERANIA
MOTOR	106785A104	ITT AEROSPACE
MOTOR	106785A105	ITT AEROSPACE
MOTOR	106785B101	ITT AEROSPACE
MOTOR	106785B105	ITT AEROSPACE
MOTOR	106785B125	ITT AEROSPACE
MOTOR	106785B133	ITT AEROSPACE
MOTOR	106785B133A	ITT AEROSPACE
MOTOR ACTUATED BUTTERFLY SHUTOFF VALVE	127055	WHITTAKER
MOTOR ACTUATED BUTTERFLY SHUTOFF VALVE	127495	WHITTAKER
MOTOR ACTUATED BUTTERFLY SHUTOFF VALVE	128775	WHITTAKER
MOTOR ACTUATED BUTTERFLY SHUTOFF VALVE	128865	WHITTAKER
MOTOR ACTUATED BUTTERFLY SHUTOFF VALVE	128665	WHITTAKER
MOTOR ACTUATED BUTTERFLY SHUTOFF VALVE	129475	WHITTAKER
MOTOR ACTUATED BUTTERFLY SHUTOFF VALVE	129525	WHITTAKER
MOTOR ACTUATED BUTTERFLY SHUTOFF VALVE	225485	WHITTAKER
MOTOR ACTUATED BUTTERFLY SHUTOFF VALVE	225885	WHITTAKER
MOTOR ACTUATED BUTTERFLY SHUTOFF VALVE	229165	WHITTAKER
MOTOR ACTUATED BUTTERFLY SHUTOFF VALVE	320115	WHITTAKER
OIL COOLER FLAP ACTUATOR	8295-1	AVIAC
OUTFLOW VALVE	711003-2	HAMILTON SUNDSTRAND
OUTFLOW VALVE	711003-3	HAMILTON SUNDSTRAND
OUTFLOW VALVE	711003-5	HAMILTON SUNDSTRAND
OVERHEAT DETECTION UNIT	810ZN01	E.C.E
POWER GENERATOR DISPLAY PANEL	2794901-00-11	SEXTANT
POWER SUPPLY	APS30-1	LOGIC
POWER SUPPLY	APS32-1	LOGIC
POWER SUPPLY	R25-1-1	LOGIC
POWER SUPPLY	R25-1-1A	LOGIC
POWER UNIT	8ES005588-00	HELLA
PRESSURE REGULATING AND SHUTOFF VALVE	3214560-1	ALLIEDSIGNAL
PRESSURE REGULATING AND SHUTOFF VALVE	3214560-2	ALLIEDSIGNAL
PRESSURE REGULATING AND SHUTOFF VALVE	3214560-3	ALLIEDSIGNAL
PRESSURE REGULATING AND SHUTOFF VALVE	3214958-1	HONEYWELL
PRESSURE REGULATING AND SHUTOFF VALVE	3214958-2	HONEYWELL
READING LIGHT	2LA005171-SERIES	HELLA

RQS nº 03/2005 - CN - CPMI - CORREIOS
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DENAF 14/9

SERVIÇO NOTARIAL DO 10º OFÍCIO - BELO HORIZONTE - MG

DESCRIÇÃO	NÚMERO DE PARTE	FABRICANTE
REGULATING AND SHUTOFF VALVE	3214558-1	HONEYWELL
REGULATING AND SHUTOFF VALVE	3214558-2	HONEYWELL
REGULATING AND SHUTOFF VALVE	3214960-1	HONEYWELL
REGULATING AND SHUTOFF VALVE	3214960-2	HONEYWELL
REGULATING AND SHUTOFF VALVE	3214960-3	HONEYWELL
SHUTOFF VALVE	3289704-1	HONEYWELL
SHUTOFF VALVE ASSY	F61C0058M1	PARKER
SMOKE DETECTOR	FR3123	LOUIS L`HOTELLIER
SMOKE DETECTOR	FR3212	LOUIS L`HOTELLIER
SMOKE DETECTOR	FR3222	LOUIS L`HOTELLIER
SOLENOID SHUTOFF VALVE	320482-1	ALLIEDSIGNAL
SOLENOID SHUTOFF VALVE	320482-2	ALLIEDSIGNAL
SOLENOID VALVE ASSY	319995-1	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-1	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-10	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-11	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-12	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-13	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-14	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-15	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-16	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-17	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-2	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-3	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-4	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-5	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-6	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-7	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-8	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320115-9	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320281-1	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320281-2	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320281-3	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320281-4	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320421-3	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320421-4	ALLIEDSIGNAL
SOLENOID VALVE ASSY	320421-7	ALLIEDSIGNAL
STATIC INVERTER	559-012A	AUXILEC
STATIC INVERTER	559-012B	AUXILEC
STICK PUSHER ACTUATOR	8300-1	AVIAC
TAXI AND TAKE OFF LIGHTS	4213973	TELEFLEX-SYNERANIA
TAXI AND TAKE OFF LIGHTS	4295747	TELEFLEX-SYNERANIA
TEMPERATURE CONTROL VALVE	979990-1	HONEYWELL
TRIM ACTUATOR	8236-2	AVIAC
TRIM ACTUATOR	8236-3	AVIAC
WHELL SPEED TRANSDUCER	140-071	CRANE

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3675

DENAF 1417

SERVIÇO NOTARIAL DO 10º OFÍCIO - BELO HORIZONTE - MG

SEÇÃO HIDRÁULICA

DESCRIÇÃO	NÚMERO DE PARTE	FABRICANTE
BRAKE ASSY	2-1549-2	BF Goodrich
BRAKE ASSY	2-1549-3	BF Goodrich
BRAKE ASSY	5012609	ABSC
BRAKE ASSY	5006857-1	ABSC
BRAKE ASSY	5006857-2	ABSC
MAIN BRAKE	2-1147-1/-3/-4	BF Goodrich
MAIN WHEEL	3-1306	BF Goodrich
MAIN WHEEL	3-1306-1	BF Goodrich
MAIN WHEEL	3-1414	BF Goodrich
MAIN WHEEL	3-1518-1	BF Goodrich
MAIN WHEEL	3-1518-2	BF Goodrich
MAIN WHEEL	5006856	ABSC
MAIN WHEEL	5006856-1	ABSC
MAIN WHEEL	5006856-2	ABSC
MAIN WHEEL	5006856-3	ABSC
MAIN WHEEL	5006856-4	ABSC
MAIN WHEEL	5006856-5	ABSC
NOSE BRAKE	2-873	BF Goodrich
NOSE WHEEL	3-1070	BF Goodrich
NOSE WHEEL	3-1395	BF Goodrich
NOSE WHEEL	3-1528	BF Goodrich
NOSE WHEEL	5006858-1	ABSC
NOSE WHEEL	5006858-2	ABSC

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Doc:

SEÇÃO BATERIAS

DESCRIÇÃO	NÚMERO DE PARTE	FABRICANTE
BATTERY	1656-6	SAFT
BATTERY	23186 / 23180	SAFT
BATTERY	2778-4	SAFT
BATTERY	40678-2	SAFT
BATTERY	4076	SAFT
BATTERY	4076-1	SAFT
BATTERY	4076-9	SAFT
BATTERY	4078-2	SAFT

DENAF 1417

SERVIÇO PÚBLICO FEDERAL
DEPARTAMENTO DE AVIAÇÃO CIVIL

Ofício n.º 75/4TE-1/495

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0436
3675
Doc:

Rio de Janeiro, 19 de outubro de 2001

Prezado Senhor,

Encaminho a V.Sa. as Especificações Operativas, Rev. 03, da TOTAL Linhas Aéreas S.A., em anexo a este ofício.

2 Qualquer alteração, por ventura desejada, nas limitações contidas nestas especificações, deverá ser solicitada a este Subdepartamento, através de carta, dentro do prazo estabelecido na seção 121.79 do RBHA 121 – ALTERAÇÕES NAS ESPECIFICAÇÕES OPERATIVAS.

3 A autorização constante desta documentação limita-se aos aspectos técnicos.

4 Este ofício cancela e substitui, a partir de 25 de setembro de 2001, o ofício 20/4TE-1/122, de 26 de março de 2001.

Atenciosamente,

Brig.-do.-Ar RENILSON RIBEIRO PEREIRA
Chefe do Subdepartamento Técnico

CELSO TAVARES Cel. R/R
Chefe da Div. de Aer. e Eng. Manut.

Ao Senhor
ALFREDO MEISTER NETO
Presidente da TOTAL Linhas Aéreas S.A.

SERVIÇO NOTARIAL DO 10º OFÍCIO
Rua Guajajaras, 455 - Tel.: 3213-2950
BELO HORIZONTE - MG
2002
Conferida e achada conforme o documento apresentado. Dou fé.
TABELIÃO
Selo de Fiscalização
AKX 00851

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assecom@dac.gov.br

SERVIÇO NOTARIAL DO 10º OFÍCIO
Rua Guajajaras, 455 - Tel 213-2950
BELO HORIZONTE - MG
05 NOV. 2001
Conferida e achada conforme o documento apresentado. Dou fé.
TABELIÃO

PROT. M. AER.
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DENAF 1416

ESPECIFICAÇÕES OPERATIVAS DA TOTAL Linhas Aéreas S.A.

I - APLICABILIDADE

Estas Especificações Operativas são emitidas para TOTAL Linhas Aéreas S.A., cuja principal base de operações encontra-se situada no:

AEROPORTO DA PAMPULHA
RUA BOAVENTURA, 2312, BAIRRO JARAGUÁ
BELO HORIZONTE - MG
CEP.: 31270-310

RQS nº 03/2005 - C
CPMI - CORREI
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Doc:

O detentor destas Especificações Operativas deve conduzir suas operações de acordo com as autorizações, limitações e procedimentos aqui estabelecidos e em todos os RBHA aplicáveis.

II - TIPO E ÁREA DE OPERAÇÕES

A TOTAL Linhas Aéreas S.A., detentora do Certificado de Homologação de Empresa nº 9608-001/STE, está autorizada a conduzir serviços de transporte aéreo público regular de passageiros e carga, como Empresa Aérea Regional segundo as provisões aplicáveis do RBHA 121.

A Empresa está autorizada a operar na(s) seguinte(s) área(s):

1. Brasil.

As operações regulares da Empresa estão limitadas aos locais previamente aprovados através da Comissão de Coordenação de Linhas Aéreas Regulares (COMCLAR).

A Empresa não está autorizada a realizar o transporte de cargas perigosas, devendo empregar os procedimentos necessários para reconhecer e evitar o transporte do referido material.

III - AERONAVES AUTORIZADAS

A TOTAL Linhas Aéreas S.A., somente está autorizada a conduzir operações com o(s) modelo(s) de aeronave(s) abaixo relacionado(s), respeitadas as limitações pertinentes contidas no(s) respectivo(s) Certificado(s) de Aeronavegabilidade e no(s) Manual(ais) de Vôo aprovado(s).

FABRICANTE	MODELO	MARCAS
AEROSPATIALE	ATR-42-300	PP-ATV
		PT-TTL
		PT-MFE
		PT- MTO
		PT - MTS
EMBRAER	EMB-120ER	PT-STN
BOEING	727-243F	PT-MTQ
		PT-MTT

A Empresa deve manter atualizada, junto à Divisão de Aeronavegabilidade e Engenharia de Manutenção (TE-1), a relação completa de suas aeronaves. Somente serão autorizadas operações de aeronaves que constem da referida lista.

IV - PROGRAMA DE MANUTENÇÃO

A TOTAL Linhas Aéreas S.A. está autorizada a utilizar o(s) Programa(s) de Manutenção aprovado(s) pela Divisão de Aeronavegabilidade e Engenharia de Manutenção (TE-1), para a(s) aeronave(s) listada(s) no item anterior.

SERVIÇO NOTARIAL DO 11º OFÍCIO
Rua Guaicurus, 455 - Tel.: 3213-2660
BELO HORIZONTE - MG
11 DEZ. 2002
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TABELIÃO
Selo de Fiscalização
AKX-10855

SERVIÇO NOTARIAL DO 11º OFÍCIO
Rua Guaicurus, 455 - Tel.: 3213-2660
BELO HORIZONTE - MG
05 NOV. 2001
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TABELIÃO

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V - LISTA DE EQUIPAMENTOS MÍNIMOS

A TOTAL Linhas Aéreas S.A. está autorizada a utilizar a(s) Lista(s) de Equipamentos Mínimos aprovada(s) pela Divisão de Aeronavegabilidade e Engenharia de Manutenção (TE-1), para a(s) aeronave(s) listada(s) no item III.

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VI - MANUTENÇÃO PRÓPRIA

A TOTAL Linhas Aéreas S.A. está autorizada a executar manutenção, conforme abaixo especificado, e ações corretivas associadas, bem como tarefas fora de fase com periodicidade igual ou inferior àquela listada:

— **EMB-120** – manutenção, modificações e/ou reparos em células desse modelo de aeronave.
— **ATR-42** – manutenção, modificações e/ou reparos em células desse modelo de aeronave.

- Manutenção, modificações e/ou reparos nos instrumentos aplicáveis aos modelos de aeronave referenciados acima, conforme relação anexa; e
- Manutenção, modificações e/ou reparos nos acessórios aplicáveis aos modelos de aeronave referenciados acima, conforme relação anexa.

— **727/200**– Cheques de Manutenção **TRÂNSITO, PRÉ-VÔO e CHEQUE "A".**

— ATENDIMENTO DE RAMPA para as aeronaves EMB-120, ATR-42 e 727-200 de sua frota, de acordo com o previsto na seção 121.105 do RBHA 121, no Brasil, , conforme aprovação específica por localidade, emitida através da Comissão de Coordenação de Linhas Aéreas Regulares (COMCLAR).

VII - PESSOAL DE DIREÇÃO REQUERIDO

A TOTAL Linhas Aéreas S.A. designou as pessoas abaixo relacionadas para ocupar as funções requeridas pela seção 121.59 – PESSOAL DE DIREÇÃO REQUERIDO:

CARGO RBHA	CARGO	NOME
Administrador Geral	Presidente	Alfredo Meister neto
Chefe de Operações	Gerente de Operações	Deílson Cunha Matoso CODDAC 654145
Piloto Chefe	Chefe dos Pilotos	Luiz Cosme Nunes dos Santos CODDAC 380394
Chefe de Manutenção	Gerente Técnico	Geraldo Márcio Guedes de Azevedo CREA 56469/D MG
Inspetor Chefe	Engenheiro	Geraldo Márcio Guedes de Azevedo CREA 56469/D MG

A Empresa deve manter atualizado, junto à Divisão de Aeronavegabilidade e Engenharia de Manutenção (TE-1), o cadastro do pessoal de direção requerido, conforme previsto no parágrafo 121.59(c) do RBHA 121.

XII - DISPOSIÇÕES FINAIS

Qualquer alteração nas limitações contidas nas Especificações Operativas dessa empresa deverá ser solicitada a este Subdepartamento, através de carta, dentro do prazo estabelecido na seção 121.79 do RBHA 121 – ALTERAÇÃO NAS ESPECIFICAÇÕES OPERATIVAS.

Brig.-do-Ar RENILSON RIBEIRO PEREIRA
Chefe do Subdepartamento Técnico

CELSO TAVARES - Cel. R/R

SERVIÇO NOTARIAL DO 1º OFÍCIO
Rua Guajajaras 406 - Tel: 213-2950
BELO HORIZONTE - MG
10 DEZ. 2002
Confere com o documento apresentado. Dou fé.
TABELIÃO
Selo de Fiscalização
AKX 00853

SERVIÇO NOTARIAL DO 1º OFÍCIO
Rua Guajajaras 406 - Tel: 213-2950
BELO HORIZONTE - MG
05 NOV. 2001
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PROT. M. AER. 198.682/01

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Doc:

SERVIÇO PÚBLICO FEDERAL
DEPARTAMENTO DE AVIAÇÃO CIVIL
SUBDEPARTAMENTO TÉCNICO
DIVISÃO DE AERONAVEGABILIDADE E ENGENHARIA DE MANUTENÇÃO

TRANSMISSÃO EM FAC-SÍMILE FAX TRANSMISSION			Nº **999/4TE-1/2002**
DESTINATÁRIO (ADDRESS)			☐ URGENTE ☒ NORMAL
EMPRESA (COMPANY) **TOTAL LINHAS AÉREAS**	ENDEREÇO (ADDRESS) **BELO HORIZONTE–MG**	FAC SÍMILE Nº **(0xx31) 3441-6932**	DATA (DATE) **10 OUT 2002**
AT SR (A) (ATT MR (S)) **GERALDO AZEVEDO**		SETOR (LOCATION) **GERENTE TÉCNICO**	1/2

COMUNICAÇÃO (COMMUNICATION)

ASSUNTO: **ALTERAÇÃO NAS ESPECIFICAÇÕES OPERATIVAS.**
REF.: CARTA EQ 0902/02 de 24 de Setembro de 2002.

Em resposta ao documento da referência, informo a V.Sa. que, após análise parecer Seção de Homologação e Controle de Empresas – RBHA 121 (4TE-1), esta Chefi decidiu considerar incluídos nas Especificações Operativas (EO) dessa Empresa o procedimentos, conforme abaixo relacionado:

Parte I das EO:

Aeronaves Autorizadas:

PP-ATV	AEROSPATIALE	ATR-42-300
PT-TTL	AEROSPATIALE	ATR-42-300
PT-MFE	AEROSPATIALE	ATR-42-300
PT-MTO	AEROSPATIALE	ATR-42-300
PR-TTA	AEROSPATIALE	ATR-42-300
PR-TTC	AEROSPATIALE	ATR-42-300
PT-STN	EMBRAER	EMB-120ER
PT-MTQ	BOEING	727-243F
PT-MTT	BOEING	727-243F
PR-TTB	BOEING	727-243F

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
ABR. 2003
Selo certificação conforme documento apresentado. Dou fé.
ADR 46290
TABELIÃO

DENAF 1413
RQS nº 03/2005
CPMI - CORREIOS
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SERVIÇO PÚBLICO FEDERAL
DEPARTAMENTO DE AVIAÇÃO CIVIL
SUBDEPARTAMENTO TÉCNICO
DIVISÃO DE AERONAVEGABILIDADE E ENGENHARIA DE MANUTENÇÃO

TRANSMISSÃO EM FAC-SÍMILE FAX TRANSMISSION			Nº 899TE-1/2003
DESTINATÁRIO (ADDRESS)			☐ URGENTE ☒ NORMAL Doc:
EMPRESA (COMPANY)	ENDEREÇO (ADDRESS)	FAC SÍMILE Nº	DATA (DATE)
TOTAL LINHAS AEREAS	BELO HORIZONTE-MG	(0xx31) 3490-9708	27 NOV 2003
AT SR (A) (ATT MR (S))		SETOR (LOCATION) DIRETOR TECNICO	PAG (PAGE)
GERALDO MARCIO GUEDES AZEVEDO			01/01

COMUNICAÇÃO (COMMUNICATION)

ASSUNTO: **INCLUSÃO DE AREA DE OPERAÇÃO NAS ESPECIFICAÇÕES OPERATIVAS DA EMPRESA.**

REF.: SEGVÔO 103 S/Nº, DE 08 AGO 2003.

Considerando o documento da referência, informo a V.Sa. que, após análise e parecer da Seção de Homologação e Controle de Empresas – RBHA 121 (4TE-1), esta Chefia decidiu incluir o Brasil, a América do Sul e América Central como áreas de operação nas Especificações Operativas da Empresa, a contar 13 OUT 2003.

Finalmente, informo a V.Sa. que, posteriormente, será emitido ofício com a revisão nas Especificações Operativas para as áreas em tela.

Atenciosamente,

MARCOS TARCÍSIO MARQUES DOS SANTOS – Cel.-Av.
Chefe da Divisão de Aeronavegabilidade e Engenharia de Manutenção

ENGº MARCELO G. FERNANDES
ASSESSOR DA 4TE-1
CREA-RJ 131724/D INSPAC 0586

JOMP/6usse
FAX (0xx21) 3514-685
<0899-TOTAL.sce>

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assecom@dac.gov.br

ATENÇÃO: Consulte a "home-page" do DAC (www.dac.gov.br) sobre as restrições de remessa de documentos via fax.

SERVIÇO NOTARIAL DO 10º OFÍCIO
BELO HORIZONTE - MG
Certifico que a presente cópia é idêntica ao original que me foi apresentado.
B.HORIZONTE MG 02 FEV 2004
Substituto

Selo de Fiscalização EAR 98665

Outrossim, esclareço a V.Sa. que tais inclusões figurarão na revisão 04 das Especificações Operativas dessa Empresa.

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Atenciosamente,

CELSO TAVARES – Cel.-Av. R/R
Chefe da Divisão de Aeronavegabilidade e Engenharia de Manutenção

MOP/6anes
FAX (21) 3814-6855
<0999-TOTAL.doc>

Poder Judiciário do Estado de Minas Gerais Corregedoria Geral de Justiça
Selo de Fiscalização ABR. 2003
Confere o anexado conforme documento apresentado. Dou fé.
TABELIÃO

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DENAF 1411

EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS CORREIOS

RQS nº 03/2005 - Cl
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ATESTADO
DE
CAPACIDADE TÉCNICA

A EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS – ECT, inscrita no CNPJ sob o número 34.028.316/0001-03 e situada no SBN, Quadra 01, Conjunto 03, Bloco "A" na cidade de Brasília/DF-CEP 70002-900, atesta para os devidos fins que a empresa TOTAL – LINHAS AÉREAS S/A, CNPJ: 32.068.363/0001-55, estabelecida na Rua Boa Ventura 2312, Angar 6 Bairro Jaraguá/Aeroporto Cep: 31270-310 Belo Horizonte/MG, presta serviços de transporte aéreo de carga na Rede Postal Aérea Noturna – RPN nas seguintes linhas: Linha "B" (Belo Horizonte/Brasília/Belo Horizonte), Linha "H" (Florianópolis/Curitiba/Guarulhos/Rio de Janeiro/Guarulhos/Curitiba/Florianópolis),Linha "N" (Vitória/Rio de Janeiro/Vitória), Linha "SP4" (Uberlândia/Guarulhos/Uberlândia) e Linha "Z" (Londrina/Guarulhos/Londrina) em aeronaves modelos ATR- 42 e BOEING 727-200 . Os serviços são executados dentro do padrão de qualidade exigida pela ECT, não existindo, até a presente data, qualquer fato que desabone a conduta e responsabilidade da referida empresa com relação às obrigações assumidas.

Brasília/DF, 11 de novembro de 2004.

LUIZ CARLOS SCORSATTO

Chefe do Departamento de Encaminhamento e Administração da Frota

4138

TOTAL
LINHAS AÉREAS S.A.

DENAF 1410

ROS nº 03/2005 - CN
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DECLARAÇÃO DE ATENDIMENTO AO ART. 27, INCISO V DA LEI 8.666/93

À
EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS - ECT
SBN /QUADRA 01 / CONJUNTO 03 / BLOCO A / SOBRE LOJA / SALÃO NOBRE / ED. SEDE ECT.
FAX: (61) 426-2691
70002-900 / BRASÍLIA / DF

Ref.: Concorrência nº 006/2004/CEL/AC

Empresa Total Linhas Aéreas S/A, inscrita no CNPJ nº 32.068.363/0001-55, por intermédio de seu representante legal, Sr. Alfredo Meister Neto, portador da Carteira de Identidade nº 286.502-5 SSP/PR e do CPF nº 202.058.489-15, **DECLARA**, para fins do disposto no inciso V, do art. 27 da Lei 8.666, de 21 de junho de 1993, acrescido pela Lei nº 9.854, de 27 de outubro de 1999, que não emprega menor de dezoito anos em trabalho noturno, perigoso ou insalubre e não emprega menor de dezesseis anos.

Ressalva: emprega menor, a partir de quatorze anos, na condição de aprendiz ( ).

(Observação: em caso afirmativo, assinalar a ressalva acima)

Curitiba, 25 de novembro de 2004.

ALFREDO MEISTER NETO
DIRETOR PRESIDENTE

32 068 363 / 0001 - 55

TOTAL LINHAS AÉREAS S.A.
Av. Senador Salgado Filho, 5397 - Sala D
Uberaba - CEP 81560-000
CURITIBA — PR

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VARIG LOGÍSTICA

DENAF 1409

VARIG

ROS nº 03/2005
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Brasília, 25 de Novembro de 2004

À
Empresa Brasileira de Correios e Telégrafos – ECT
SBN, QUADRA 01, CONJUNTO 3 BLOCO A, 13º ANDAR – ED. SEDE ECT
BRASÍLIA/DF – 70002-900
FAX: (61) 426-2691

Ref: Concorrência nº 006/2004-CEL/AC

Relação dos Documentos de Habilitação

1. Ato constutivo
2. Portaria DAC
3. Balanço Patrimonial e Demonstrações contábeis do último exercício social
4. Certidão Negativa de Falência e Concordata
5. CNPJ
6. Inscrição de Cadastro de Contribuinte Estadual ou Municipal
7. Fazenda Federal (Certidão de Quitação de Tributos e Contribuições Federais e Certidão quanto à Dívida Ativa da União)
8. Fazenda Estadual
9. Fazenda Municipal
10. INSS
11. FGTS
12. Certificado de Propriedade/Contrato de Aquisição/Contrato de Arrendamento
13. Certificado de Matrícula e Certificado de Aeronavegabilidade
14. CHETA 121 – Expedido pelo DAC
15. Especificações Operativas – Expedido pelo DAC
16. Atestado de Capacidade Técnica
17. Declaração de Atendimento ao Art. 27, Inciso V, da Lei 8666/93
18. Relação dos Itens para Apresentação das Propostas Econômicas

Atenciosamente,

Gustavo de Moraes Soares da Rocha
Gerente Geral de Planejamento e Logística
VARIG LOGÍSTICA S.A.

VARIG LOGÍSTICA S.A.
CNPJ nº 04.066.143/0001-57
Gustavo de Moraes Soares da Rocha
Gerente Geral de Planejamento e Logística

DENAF 1408

JUCESP PROTOCOLO
649129/04-0

VARIG LOGÍSTICA
13.08.04

VARIG Logística S.A.

CNPJ Nº 04.066.143/0001-57

NIRE 35 3 0018094 1

CONSELHO DE ADMINISTRAÇÃO

Local e Data: 05 (cinco) de julho de 2004, às 10.00h (dez horas), na sede social, localizada na Cidade de São Paulo, Estado de São Paulo, SP, na Rua Fidêncio Ramos, nº 223, 14º andar, Vila Olímpia. **Presença:** os Conselheiros de Administração da VARIG Logística S.A., sob a presidência do Sr. Joaquim Fernandes dos Santos, que convidou a mim, Débora Oliveira Durante, para secretariar os trabalhos. **Deliberação:** Conforme as deliberações da Assembléia Geral Ordinária e Extraordinária realizada em 02/07/2004, o Conselho de Administração deliberou reeleger, para novo mandato, com duração de 3 (três) anos, nos termos do estatuto social, a vigorar até data em que se realizar a primeira reunião do Conselho de Administração após a Assembléia Geral Ordinária de 2007, os seguintes Diretores: **(1)** Diretor Presidente: **João Luis Bernes de Sousa,** brasileiro, divorciado, administrador, inscrito no CPF/MF sob o nº 024.418.378-34 SSP/SP, portador da cédula de identidade RG nº 09 081.811-3, residente e domiciliado na cidade de São Paulo, SP, na Rua Juriti, nº 170, apto. 41, Moema; **(2)** Diretor Administrativo Financeiro e de Controladoria: **Edson Arruda de Faria e Albuquerque,** brasileiro, divorciado, contador, inscrito no CPF/MF sob o nº 412.273.877-68, portador da cédula de identidade RG nº 03.926.945-1 IFP/RJ, residente e domiciliado na cidade do Rio de Janeiro, RJ, na Rua Marquesa de Santos, nº 53, apto. 104, Laranjeiras; **(3)** Diretor de Operações: **Jorge Márcio Gomes da Silva,** brasileiro, casado, administrador, inscrito no CPF/MF sob o nº 487.567.337-04, portador da cédula de identidade RG nº 04.041.800-6 IFP/RJ, residente e domiciliado na cidade do Rio de Janeiro, RJ, na Rua Brusque, nº 220, Itanhanga Os diretores reeleitos tomarão posse em livro próprio. Não havendo outro assunto a tratar, foi, antes de encerrada a reunião, lavrada esta ata que, lida e achada conforme por todos os presentes, vai assinada pelos membros do Conselho de Administração e por mim, secretária, que dela tirarei as cópias necessárias para os fins legais. São Paulo, 05 de julho de 2004. (aa) Joaquim Fernandes dos Santos; Harro Fouquet; Gesner José Oliveira Filho; Miguel Dau; Alberto Fajerman. Débora Oliveira Durante: secretária da reunião.

Certifico que esta é copia fiel da ata lavrada em livro próprio.

Débora O. Durante
Secretária da reunião

SECRETARIA DA JUSTIÇA E DEFESA DA CIDADANIA
JUNTA COMERCIAL DO ESTADO DE SÃO PAULO
CERTIFICO O REGISTRO SOB O NÚMERO 384.163/04-0
FERNANDO BIANCARDI BARBOSA
SECRETÁRIO GERAL
13 SET 04

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474170/01-9

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DECLARADO

VARIG Logística S.A.

CNPJ Nº 04.066.143/0001-57

NIRE 35 3 00180941

Ata da Assembléia Geral Extraordinária

realizada em 15 de agosto de 2001

(Sumário)

Data, Horário e Local: 15 de agosto de 2001, às 15:00 horas, na sede da Companhia, na Rua Leopoldo de Bulhões, nº 40, 4º andar, Vila Clementino, Cidade de São Paulo, Estado de São Paulo. **Presença:** Acionistas representando 100% (cem por cento) do capital social com direito a voto da Companhia, a saber, FRB-Par Investimentos S.A., com sede na cidade de Porto Alegre, Estado do Rio Grande do Sul, na Rua 18 de Novembro, nº 800, inscrita no CNPJ sob o nº 03.478.789/0001-89, neste ato representada, na forma de seu Estatuto, por seu Diretor Presidente, ALEXANDRE ARNO KAISER, brasileiro, casado, administrador de empresas, inscrito no CPF/MF sob o nº307.671.568-20, portador da carteira de identidade de registro geral nº 4.641.317

DENAF 1406
COMANDO DA AERONÁUTICA - DEPARTAMENTO DE ...
ROS nº 03/2005 - CN
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SSP/SP, residente e domiciliado na Cidade de São Paulo, SP, na Av. N. Sra Sabará, 527, apt 75 B, e por seu Diretor de Controladoria e de Relações com Investidores. - MANUEL EDUARDO DOMINGUES GUEDES, brasileiro, casado, administrador, inscrito no CPF/MF sob o nº 013.901.588-45, portador da carteira de identidade de registro geral nº 7.395,623 expedida pela SSP/SP, residente e domiciliado na Cidade de São Paulo, SP, na Rua Maria Curupaiti, nº 604, apt. 51, e "VARIG", S.A. (Viação Aérea Rio-Grandense), companhia brasileira concessionária de serviços públicos de navegação aérea, com sede na cidade de Porto Alegre, capital do Estado do Rio Grande do Sul, na Rua 18 de Novembro, nº 800 inscrita no CGC/MF sob o nº 92.772.821/0001-64, neste ato representada por seu Diretor de Controladoria e de Relações com Investidores, - MANUEL EDUARDO DOMINGUES GUEDES, brasileiro, casado, administrador, inscrito no CPF/MF sob o nº 013.901.588-45, portador da carteira de identidade de registro geral nº 7.395,623 expedida pela SSP/SP, residente e domiciliado na Cidade de São Paulo, SP, na Rua Maria Curupaiti, nº 604, apt. 51 e por seu Diretor de Finanças, DORIVAL RAMOS SCHULTZ, brasileiro, casado, advogado, inscrito no CPF/MF sob o nº 004.488.508-34, portador da carteira de identidade de expedida pela SSP/SP nº 2.369.080, residente e domiciliado na Cidade de São Paulo, SP, na Av. Irai, nº 637, apt 51, regularmente convocados. **Mesa**: Alexandre Arno Kaiser, presidente, e

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DENAF 140

COMANDO DA AERONÁUTICA
DEPARTAMENTO DE

RQS nº 03/2005 - CN -
CPMI - - CORREIOS
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Manuel Eduardo Domingues Guedes, secretario **Deliberações** Instalada a sessão, e lida a Proposta da Diretoria, a Assembléia deliberou, a unanimidade de votos aumentar o capital social da Companhia em R$ 1.894.656,00 (um milhão oitocentos e noventa e quatro mil seiscentos e cinquenta e seis reais), conforme laudo de avaliação de conferencia de bens a valores contábeis, em 30 de junho de 2001, que consubstancia o ANEXO I desta ata e dela faz parte inseparavel, com emissão de 1.894.656 (um milhão, oitocentos e noventa e quatro mil e seiscentas e cinquenta e seis) ações ordinárias, sem valor nominal ; **(B)** aprovar, *ad referendum* da autoridade aeronáutica competente, a nova redação para todos os capitulos do Estatuto Social, esclarecendo-se que a nova redação proposta decorre do aumento de capital recém aprovado e da necessidade da criação do Conselho de Administração, da melhor sistematização da sociedade e da conveniência de se ter um Estatuto Social semelhante aos das demais empresas coligadas. Para o exame dos acionistas a Diretoria preparara o texto integral do novo estatuto social que pretendia submeter à apreciação da Assembléia Geral Foram então distribuidas aos acionistas cópias do estatuto proposto pela Diretoria. Em seguida, por ordem do Presidente, foi transcrito no anexo o estatuto social consolidado (Anexo II), que passa a integrar a presente ata e cujo o texto integral vigorará como estatuto da Companhia; **(C)** em vista de deliberação anterior, eleger membros que irão ocupar os

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COMANDO DA AERONÁUTICA
DEPARTAMENTO DE

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cargos do Conselho de Administração (1) para Presidente Luiz Carlos Vaini, brasileiro, casado, contador, C.I. 3146370 SSP/SP e CPF 039.358.688-04, residente e domiciliado na Rua Princesa Isabel, nº 1152, apto 81, bairro Campo Belo, São Paulo/SP, CEP 04601-002, (2) para Vice-Presidente: Joaquim Fernandes dos Santos, brasileiro, casado, administrador, C.I. 2828217 SSP/SP e CPF 005.613.638-20, residente e domiciliado na Rua Senador Vergueiro, nº 103, apto 1001, bairro Flamengo, Rio de Janeiro/RJ, CEP 02223-000; (3) Waldir Dias Santana, brasileiro, casado, administrador, C.I. 4.736.361 SSP/SP e CPF 117.272.688-49, residente e domiciliada na Rua Aurea, nº 25, apto 62, São Paulo/SP, CEP 04016-000, (4) Gesner José de Oliveira, brasileiro, casado, econonista, C.I. 6.968.227 SSP/SP e CPF 013.784.028-47, residente e domiciliado na Rua Teophilo Ribeiro de Andrade, nº 92, São Paulo/SP, CEP 05466-020 e (5) André Beer, brasileiro, casado, empresário, C.I. 2.597.846-9 e CPF 016.544.388-04, residente e domiciliado na Rua Marcos Fernandes, nº 147, apto 51, bairro Jardim Saude, São Paulo/SP, CEP 04149-120. Os Conselheiros de Administração eleitos nesta Assembléia terão mandato de 3 (três) anos, conforme o disposto no inciso II do artigo 6º do novo estatuto acima transcrito, devendo eles tomar posse de seus cargos por termo lavrado e assinado no livro próprio, o que seria feito na sequência dos trabalhos (D) estabelecer a remuneração anual, global dos Administradores que foi fixada em até R$ 1.600.000,00

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COMANDO DA AERONÁUTICA - DEPARTAMENTO

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(um milhão e seiscentos mil reais), sendo até R$ 100.000,00 (cem mil reais) para o Conselho de Administração e até R$ 1.500.000,00 (um milhão e quinhentos mil reais) para a Diretoria, a ser distribuído de conformidade com o que for deliberado pelo Conselho de Administração, para o período que vigorará até a realização da Assembléia Geral Ordinária do ano de 2002. Declararam os Conselheiros ora eleitos não estarem incursos em nenhum dos crimes previstos em lei que os impeçam de assumir seus respectivos cargos e exercer a atividade mercantil. A Assembléia autorizou, ainda, que a ata dos trabalhos seja elaborada na forma de sumário dos fatos ocorridos. Esgotada, assim, a ordem-do-dia, e cumpridas as determinações legais, lavrou-se esta ata, que vai ser assinada pelos acionistas que perfazem o quorum legal, e por mim, secretário, dela serão tiradas as cópias necessárias aos fins de Direito. São Paulo, 15 de agosto de 2001.

A Mesa da Assembléia :

Alexandre Arno Kaiser – Presidente.

Manuel Eduardo Domingues Guedes – Secretário.

FRB-Par Investimentos S.A., Alexandre Arno Kaiser.

FRB-Par Investimentos S.A., Manuel Eduardo Domingues Guedes.

"VARIG", S.A. (Viação Aérea Rio-Grandense), Manuel Eduardo Domingues Guedes.

"VARIG", S.A. (Viação Aérea Rio-Grandense), Dorival Ramos Schultz.

SECRETARIA DA JUSTIÇA E DEFESA DA CIDADANIA
JUNTA COMERCIAL DO ESTADO DE SÃO PAULO
CERTIFICO O REGISTRO SOB O NUMERO 218.879/01-5
ARLETE S. FARIA
SECRETÁRIA GERAL
JUCESP

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VARIG Logística S.A.

CNPJ /MF N" 04.066.143/0001-57
NIRE 35 3 00180941

ESTATUTO SOCIAL

CAPÍTULO I – DENOMINAÇÃO, OBJETO, SEDE E DURAÇÃO

Artigo 1" - A sociedade girará sob a denominação de VARIG Logística S.A e reger-se-á pela legislação que lhe for aplicada e por este estatuto.

Artigo 2° - O objeto da companhia é o de:

(a) explorar comercialmente, mediante concessão, a navegação aérea, executando os serviços de transporte aéreo regular de cargas e mala postal, doméstico e internacional;
(b) transportar produtos farmacêuticos e farmoquímicos;
(c) transportar tais bens, por quaisquer vias, por si ou por terceiros;
(d) prestar os respectivos serviços de logística a tanto relacionados,
(e) prestar serviços de transporte doméstico e internacional expresso, porta à porta, de documentos e encomendas,
(f) participar do capital social de outras companhias.

Artigo 3° - A companhia tem sede na cidade de São Paulo, Capital do Estado de São Paulo, na Rua Leopoldo de Bulhões, n° 40, 4" andar, sala 2, CEP 04022.020; A companhia poderá criar sucursais, filiais ou agências, no país ou no exterior, mediante prévia aprovação de sua Diretoria, manifestada em reunião, cuja ata será arquivada no registro do comércio e aplicada na forma da lei.

Artigo 4° - É indeterminado o prazo de duração da Companhia.

CAPÍTULO II – CAPITAL E AÇÕES

Artigo 5° - O capital social, subscrito é de R$ 29.154.656,00 (vinte e nove milhões cento e cinquenta e quatro mil seiscentos e cinquenta e seis reais), dividido em 29.154.656 (vinte e nove milhões cento e cinquenta e quatro mil seiscentas e cinqüenta e seis) ações, sem valor nominal, a saber:

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(a) 10.994.656 (dez milhões, novecentos e nove e quatro mil e seiscentas e cinquenta e seis) ações ordinárias, e

(b) 18.160.000(dezoito milhões e cento e sessenta mil) ações preferenciais, sem direito a voto

Parágrafo Primeiro – As ações preferenciais darão direito a dividendo mínimo, pagável preferencialmente, de 6% (seis por cento) ao ano não-cumulativo e em nenhuma hipótese adquirirão direito de voto e jamais poderão ser convertidas em ações ordinárias (Código Brasileiro de Aeronautica, art 181, § 1º)

Parágrafo Segundo - Cada ação ordinária dará direito a um voto nas Assembléias Gerais.

Parágrafo Terceiro – Por decisão dos acionistas, as ações poderão ser, mantidas sob a forma escritural, em conta de depósito em nome de seus titulares, junto a uma instituição financeira indicada pela diretoria, podendo ser cobrada dos acionistas a remuneração de que trata o parágrafo terceiro do artigo 35 da Lei nº 6 404/76

Artigo 6º - A companhia poderá, até o limite máximo permitido em lei, emitir ações preferenciais sem direito a voto, em uma ou mais classes, resgatáveis, amortizáveis e/ou conversíveis entre elas, fixando-lhes as respectivas preferências e vantagens.

Parágrafo Único - Dentro desse limite, a companhia poderá aumentar o número das ações preferenciais de qualquer classe, mesmo que sem guardar proporção com as demais ações preferenciais ou com as ações ordinárias e ainda aumentar as ações ordinárias sem guardar proporção com as ações preferenciais ou com qualquer uma das respectivas classes.

CAPÍTULO III – ADMINISTRAÇÃO

Art. 7º - A sociedade será administrada por um Conselho de Administração e por uma Diretoria.

Parágrafo Único – Aos Conselheiros de Administração e aos Diretores aplicar-se-ão as seguintes normas comuns:

I. Deverão ser brasileiros, residentes no País,

II. Serão eleitos para mandato de 3 (três) anos, permitida a reeleição, sendo demissíveis a qualquer tempo;

III. Tomarão posse de seus cargos por termo lavrado e assinado no livro próprio do órgão respectivo, dispensada qualquer garantia da gestão,

IV. Perceberão a remuneração que lhes fixar a Assembléia Geral

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RQS nº 03/2005 - CN -
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SEÇÃO I – CONSELHO DE ADMINISTRAÇÃO

Art. 8º - O Conselho de Administração será composto de 3 (três) a 5 (cinco) acionistas, eleitos pela Assembléia Geral, que também escolherá o Presidente e o Vice-Presidente desse órgão

Art. 9º - Na hipotese de vacância de cargo ou de impedimento do titular, observar-se-á o seguinte o Presidente será substituido pelo Vice-Presidente, este ou qualquer outro Conselheiro de Administração será substituido pelo acionista que for nomeado pelos demais Conselheiros O substituto que preencher o cargo vago, permanecerá até a primeira Assembléia Geral, que elegerá o acionista para completar o prazo de gestão do substituido

Parágrafo único - Findo o prazo do mandato, os Conselheiros permanecerão no exercicio dos seus respectivos cargos até a eleição e posse dos seus sucessores

Art. 10 - O Conselho de Administração terá as funções e os poderes que a lei e este estatuto lhe conferem, notadamente:

a) Estabelecer os objetivos, a politica e a orientação geral dos negócios da sociedade,

b) Convocar as assembléias gerais através do seu Presidente ou por dois Conselheiros quaisquer;

c) Eleger e destituir os Diretores da sociedade, fixar-lhes as atribuições, estabelecer as suas respectivas remunerações, nos limites estabelecidos pela Assembléia Geral e eleger o Diretor Presidente, quando solicitado pela Diretoria,

d) Manifestar-se previamente sobre o relatório da Administração, as contas da Diretoria, as Demonstrações Financeiras do Exercicio bem como balancetes mensais;

e) Aprovar o orçamento geral da sociedade e manifestar-se sobre o de suas controladas,

f) Fiscalizar a gestão dos Diretores,

g) Submeter à Assembléia Geral o destino a ser dado ao lucro liquido do exercicio,

h) Escolher e destituir os auditores independentes da sociedade,

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i) Deliberar sobre a emissão de notas promissórias comerciais para distribuição pública, nos termos da regulamentação aplicável,

j) Deliberar sobre a emissão de bônus de subscrição, no limite de sua competência legal,

k) Deliberar, nos limites da delegação que lhe for atribuída pela Assembléia Geral, sobre a emissão de debêntures conversíveis ou não em ações,

l) Autorizar a aquisição de ações da própria sociedade para cancelamento ou manutenção em tesouraria, bem como sua subsequente alienação,

m) Atribuir a administradores e/ou empregados participação nos lucros da sociedade,

n) Exercer outras atribuições legais que lhes sejam conferidas pela Assembléia Geral, bem como resolver os casos omissos nesse estatuto social

Art. 11 - O Conselho de Administração reunir-se-a, ordinariamente, ao menos uma vez por semestre e, extraordinariamente, sempre que convocado por seu Presidente, ou pela maioria de seus membros.

Parágrafo Primeiro As reuniões deverão ser convocadas por escrito, com breve exposição da ordem do dia, com pelo menos, 3 (três) dias uteis de antecedência, a não ser que todos os Conselheiros dispensem tal formalidade.

Parágrafo segundo – A sessão do Conselho de Administração somente poderá se instalar e funcionar com a presença de pelo menos 2/3 (dois terços) dos Conselheiros

Parágrafo Terceiro – As deliberações do Conselho de Administração somente serão válidas se aprovadas pelo voto da maioria de seus membros presentes, cabendo ao Presidente o voto de qualidade no caso de empate, sem prejuizo de seu próprio voto

Art. 12 - Assembléia Geral fixará a remuneração dos administradores em montante global e cabera ao Conselho de Administração proceder à respectiva distribuição entre eles.

SEÇÃO II – DIRETORIA

Art. 13 - Diretoria será composta no mínimo, 3 (três) e, no máximo, 5 (cinco) membros, acionistas ou não, eleitos dentre pessoas de ilibada conduta e competência

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profissional pelo Conselho de Administração, que atribuirá títulos e fixará as respectivas atribuições no ato da eleição, podendo ser os mesmos destituídos da função, a qualquer tempo.

Art. 14 - Na hipótese de vacância de cargo ou de impedimento de titular, qualquer um dos Diretores será substituído pelo Diretor Presidente, por quem este indicar ou por quem for eleito pelo Conselho de Administração. O substituto que preencher o cargo vago completará o prazo de gestão do substituído. O substituto, provisório ou definitivo, assumirá todos os poderes e atribuições do substituído.

Parágrafo Único - Vagando o cargo de Diretor Presidente, por solicitação dos demais Diretores, o Conselho de Administração elegerá o novo Presidente.

Art. 15 - Exceto para receber citações e intimações e para prestar oralmente depoimento pessoal em nome da Sociedade, em juízo ou processo administrativo, – atos nos quais qualquer um dos Diretores poderá representá-la individualmente –, a Sociedade será representada, ativa e passivamente, por dois quaisquer de seus Diretores, atuando sempre em conjunto, ressalvada a faculdade prevista no § 1º, deste artigo e obedecidos os parágrafos 3º, 4º, 5º e 6º deste artigo.

Parágrafo Primeiro – Observadas as previsões deste Estatuto, os membros da Diretoria serão investidos dos poderes necessários para administrar e representar a sociedade, ativa e passivamente, em Juízo ou fora deste, inclusive perante quaisquer autoridades ou órgãos públicos federais, estaduais e municipais; assinar documentos, escrituras, contratos e instrumentos negociáveis, emitir e endossar cheques, abrir e movimentar contas bancárias; receber e dar quitação ou exoneração; nomear procuradores com poderes das cláusulas ad judicia e ad negotia, especificando na procuração os poderes outorgados e o prazo de validade dos mesmos.

Parágrafo Segundo – Entre os poderes e atribuições dos Diretores se compreendem:

(a) Execução das prioridades e objetivos estratégicos da sociedade;

(b) Execução dos objetivos e dos critérios da política financeira da sociedade;

(c) Execução da política de comunicação da sociedade;

(d) Autorização da instalação ou do fechamento de filiais em qualquer localidade do país, ou no exterior;

(e) Propositura à Assembléia Geral da distribuição de dividendos intermediários e intercalares, bem como do pagamento de juros sobre o capital próprio;

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(f) Propositura de negócios e de interesses a qualquer subsidiária da sociedade, incluindo a indicação de diretores para as empresas,

(g) Aprovação de transações comerciais com terceiros, sempre no interesse da sociedade, até o limite de sua alçada,

(h) Nos termos do caput, e com observância dos parágrafos seguintes destes artigos, os de assinar documentos que envolvam obrigações para a Sociedade (tais como cheques, duplicatas, títulos de crédito em geral, contratos de qualquer natureza), bem como os de praticar todo e qualquer ato legal de administração, de aquisição, de disposição e de garantia, que sempre deverá ser de utilidade ou interesse da sociedade.

Parágrafo Terceiro – Dependerão de prévia aprovação da Assembléia Geral Extraordinária, após a respectiva aprovação do Conselho de Administração, quaisquer atos ou negócios jurídicos que envolverem importância superior a R$ 50.000.000,00 (cinquenta milhões de reais).

Parágrafo Quarto – Dependerão de prévia aprovação do Conselho de Administração a prática de quaisquer atos ou negócios jurídicos que envolverem importância entre R$ 5.000.000,00 (cinco milhões de reais) e R$ 50.000.000,00 (cinquenta milhões de reais).

Parágrafo Quinto - Dependerão de prévia aprovação da Diretoria, como colegiado, os atos de alienação ou aquisição de bens do ativo permanente, ou de constituição de ônus e os de prestação de garantias a obrigações de terceiros ou exoneração ou renúncia, de valor entre R$ 500.000,00 (quinhentos mil reais) e R$ 5.000.000,00 (cinco milhões de reais).

Parágrafo Sexto - Abaixo do limite de R$ 1.000.000,00 (um milhão de reais) os atos e negócios jurídicos de qualquer tipo, (excetuados os do parágrafo 5º) poderão ser praticados e realizados por deliberação de quaisquer dois Diretores, em conjunto.

Art. 16 - Cada um dos Diretores terá os poderes necessários para resolver os assuntos atinentes aos serviços da sociedade que lhes forem atribuídos pelo Conselho de Administração, prestando contas à Diretoria como colegiado.

Parágrafo Único – Fica vedada à Diretoria a utilização dos poderes que lhe confere o parágrafo único, do artigo 122, da Lei nº 6.404, de 15/12/76, exceto se expressamente autorizado por todos os acionistas, por escrito

Art. 17 - A reunião da Diretoria somente poderá se instalar e funcionar com a presença da maioria dos diretores em exercício.

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Parágrafo Único – As deliberações serão tomadas por maioria dos votos presentes Em caso de empate, a matéria será obrigatoriamente submetida ao Conselho de Administração

CAPÍTULO IV – CONSELHO FISCAL

Artigo 18- A companhia terá um Conselho Fiscal de caráter não permanente. Seu funcionamento dependerá de pedido de acionistas que representem ações em numero legal para requer a instalação do órgão

Parágrafo Primeiro – O conselho fiscal será composto, normalmente, de 3 (três) membros efetivos e de 3 (três) suplentes Será acrescido de mais 2 (dois) membros efetivos e 2 (dois) suplentes, sempre que necessário para observância das normas legais que asseguram a titulares de ações preferenciais e a acionistas minoritários o direito de eleger, separadamente, um conselheiro fiscal e o suplente respectivo

Parágrafo Segundo – Os membros do conselho fiscal deverão preencher os requisitos legais; poderão ser acionistas ou não; e serão eleitos pela Assembléia Geral pelo prazo da lei, permitida as reeleições.

Parágrafo Terceiro – Os conselheiros fiscais em exercício escolherão, de entre eles mesmos, o presidente do órgão, podendo dar-lhe substituto por deliberação da maioria.

Parágrafo Quarto – O conselho fiscal terá as atribuições e poderes, os deveres e responsabilidades que a lei confere a esse órgão

Parágrafo Quinto - Os membros em exercício do conselho fiscal terão a remuneração que observado o mínimo estabelecido em lei, for fixada pela Assembléia Geral que os eleger.

CAPÍTULO V - ASSEMBLÉIA GERAL

Art. 19 - A Assembléia Geral reunir-se-á, ordinariamente, até o 4º (quarto) mês seguinte do término do exercício social, e, extraordinariamente, sempre que os interesses sociais exigirem o pronunciamento dos acionistas.

Parágrafo Único – Para compor a mesa que dirigirá os trabalhos da Assembléia, os acionistas presentes escolherão um presidente, ao qual caberá a designação de um secretário.

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Artigo 20 – Será necessário o voto dos acionistas que representem, no mínimo, (dois terços) do capital social para que a Assembléia possa aprovar as seguintes matérias submetidas à sua deliberação.

(a) Emissão de ações e/ou chamadas e decisões sobre aumento de capital, aportes de capital ou financiamentos equivalentes dos acionistas.

(b) Alteração do Estatuto Social;

(c) Operações de fusão, incorporação ou cisão,

(d) Alienação de todos ou de parte substancial dos ativos da sociedade,

(e) Pagamento de dividendos superiores a 25% do lucro apurado no exercício anterior;

(f) Pagamento de juros sobre o capital próprio que exceda a 25% do lucro acumulados ou reserva de lucros;

(g) Requerimento ou desistência a eventual processo de falência ou concordata da sociedade;

(h) Compra, venda e/ou qualquer outro modo de transferência de qualquer imóvel da sociedade ou de sua oneração, criação de ônus ou gravames sobre qualquer ativo da sociedade de valor superior a R$ 15.000.000,00 (quinze milhões de reais)

Art. 21 - A Assembléia Geral será convocada por anuncio publicado na imprensa, o qual devera conter as indicações determinadas na lei.

Art. 22 - A prova da qualidade de acionistas e a de representante legal far-se-a conforme a lei

Art. 23 - Ficará na dependência de deliberação da Assembléia Geral, ordinária ou extraordinária, o aumento de capital mediante o aproveitamento de quaisquer reservas ou lucros.

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CAPÍTULO VI – EXERCÍCIO SOCIAL E DESTINAÇÃO DO LUCRO, BALANÇOS SEMESTRAIS E DIVIDENDOS INTERMEDIÁRIOS

Artigo 24 - O exercício social terá início em 1º de Janeiro e terminará em 31 de Dezembro de cada ano, quando serão levantadas as demonstrações contábeis

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Parágrafo Primeiro - A Diretoria poderá determinar o levantamento de balanços semestrais ou intermediários sempre que julgar conveniente. Os resultados apurados nestes balanços podem ser destinados para distribuição de dividendos intermediários ou intercalares ou para outras aplicações, mediante aprovação do Conselho de Administração e a critério da Assembléia Geral.

Parágrafo Segundo - A Diretoria poderá propor a distribuição de juros sobre o capital próprio quando julgar conveniente, que deverá ser aprovada pelo Conselho de Administração para ser submetida à apreciação da Assembléia Geral.

Parágrafo Terceiro - Do resultado do exercício serão deduzidos os prejuízos acumulados e a provisão para imposto de renda. Do lucro líquido verificado será deduzido:

a) 5% (cinco por cento) para constituição da Reserva Legal, até atingir 20% (vinte por cento) do capital social; e

b) 25% (vinte e cinco por cento) para distribuição de dividendo obrigatório aos acionistas. O saldo ficará à disposição da Assembléia Geral, que deliberará sobre sua aplicação.

Art. 25 - O pagamento de dividendos será feito no prazo máximo de 60 (sessenta) dias, contados da data em que forem aprovados, pelo seu valor atualizado até a data do efetivo pagamento. Salvo deliberação em contrário da Assembléia Geral, os dividendos deverão ser pagos dentro do exercício social em que forem declarados.

CAPÍTULO VII – LIQUIDAÇÃO

Art. 26 – Extinguir-se-á a Sociedade nos casos previstos em lei, competindo à Assembléia Geral nomear o liquidante e eleger o Conselho Fiscal, que deverá funcionar durante o período de liquidação.

Certifico que o estatuto consolidado é cópia fiel do texto transcrito e assinado no livro de atas das assembléias gerais.

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Atesto que a presente via da Ata da Assembléia Geral Extraordinária, realizada em 15 de agosto de 2001, da empresa VARIG Logistica S/A, está de acordo com a que se encontra anexada ao processo n.º 07-01/96184/00, do Departamento de Aviação Civil, do Comando da Aeronáutica. **APROVADA** por despacho de 24 de setembro de 2001, constando de duas vias, com 5 (cinco) folhas devidamente carimbadas com o sinete do mesmo Departamento.

Rio de Janeiro, 25 de setembro de 2001.

COMANDO DA AERONÁUTICA · DEPARTAMENTO DE AVIAÇÃO CIVIL

RUBENS ROGERIO KOMINISKI – Advogado
CHEFE DA SEÇÃO DE ASSUNTOS JURÍDICOS - 2PL-2

9º TABELIÃO DE NOTAS DE SÃO PAULO
DR. PAULO ROBERTO FEITOSA GUIMARÃES - Tabelião
RUA CORRINO DE ANDRADE Nº 237
AUTENTICADO A PRESENTE CÓPIA REPROGRÁFICA
CONFORME O ORIGINAL A MIM APRESENTADO
PARTE REPRODUZIDA. O QUE DOU FÉ.
VALIDO SOMENTE COM O SELO DE AUTENTICIDADE
S. PAULO, 22 OUT. 2001
LUIZ MARIN MOACIR GARDINAL
SELOS RECOLHIMENTOS POR VERBA - VALOR RECEBIDO R$ 0,91

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COLIGADA VARIG
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VARIG Logística S.A.
CNPJ/MF 04.066.143/0001-57
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Ata das Assembléias Gerais Ordinária e Extraordinária
Realizadas em 02 de julho de 2004

(Sumário)

Data, Horário e Local: 02 de julho de 2004, às 10:00 (dez horas), na sede da Companhia, à Rua Fidêncio Ramos, nº 223, 14º andar, Vila Olímpia, São Paulo, Estado de São Paulo. **Presença:** Acionistas que representavam mais de 95% (noventa e cinco por cento) do capital social com direito a voto, alguns administradores da empresa e o representante dos auditores independentes. **Mesa:** o acionista Joaquim Fernandes dos Santos e Débora Oliveira Durante, respectivamente, presidente e secretária. **Publicações:** o Aviso aos Acionistas que se refere o art. 133 da Lei 6404/76 foi publicado nos jornais Diário Oficial Estado de São Paulo e no Diário do Comércio e Indústria/SP (DCI), nas edições dias 01, 02 e 03 de junho de 2004. O Edital de Convocação foi publicado nos mesmos jornais acima, nas edições dos dias 22, 23 e 24 de junho de 2004 e, os documentos referidos no art. 133 da Lei 6404/76 foram publicados nos mesmos jornais, nas edições do dia 15 de junho de 2004 e também entregues no DAC – Departamento de Aviação Civil. **Deliberações: em Assembléia Geral Ordinária:** aprovação, por unanimidade: **(i)** das contas dos administradores, relatório da administração e demonstrações financeiras, acompanhadas do parecer dos auditores independentes relativos ao exercício findo em 31 de dezembro de 2003, tal como publicadas, deixando de votar os legalmente impedidos; **(ii)** da eleição dos seguintes membros para compor o Conselho de Administração, com mandato de 3 (três) anos, que permanecerão em exercício até a investidura dos novos membros que venham a ser eleitos na Assembléia Geral a ser realizada em 2007: Joaquim Fernandes dos Santos, Harro Fouquet, Gesner José Oliveira Filho, Miguel Dau e Alberto Fajerman; e **(iii)** da eleição para Presidente e Vice-Presidente do Conselho de Administração dos acionistas Joaquim Fernandes dos Santos e Harro Fouquet, respectivamente. **Posse:** Os conselheiros tomarão posse mediante assinatura de Termo de Posse no Livro de Atas do Conselho de Administração da sociedade, conforme dispõe o art.º 149 da Lei 6404/76. **Composição:** Assim, após a eleição o Conselho de Administração passou a ter a seguinte composição: **(1) Presidente: Joaquim Fernandes dos Santos**, brasileiro, casado, administrador, portador da cédula de identidade RG nº 2.828.217 expedida pela SSP/SP, inscrito no CPF/MF sob nº 005.613.638-20, residente na cidade do Rio de Janeiro, Estado do Rio de Janeiro, à Rua Senador Vergueiro, n.º 103, apto. 1001; **(2) Vice-Presidente: Harro Fouquet**, brasileiro, casado, administrador, portador da cédula de identidade RG n.º

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1.012.628-4, expedida pela SSP/SP, inscrito no CPF/MF sob nº 019.199.388-34, residente e domiciliado na cidade de São Paulo, Estado de São Paulo, à Avenida Washington Luís, nº 1527, apto. 153/C; **(3) Gesner José Oliveira Filho**, brasileiro, casado, economista, portador da cédula de identidade RG n.º 6.968.227, expedida pela SSP/SP, inscrito no CPF/MF sob n.º 013.784.028-47, residente na cidade de São Paulo, Estado de São Paulo, à Rua Tucumã, nº 621, apto. 61; **(4) Miguel Dau**, brasileiro, casado, aeronauta, portador do cartão de identidade Registro n.º 314.336, expedido pelo Ministério da Aeronáutica/RJ, inscrito no CPF/MF sob n.º 967.655.858-34, residente na cidade do Rio de Janeiro, Estado do Rio de Janeiro, à Rua Pedro Bolato, nº 94, cob. 02; e **(5) Alberto Fajerman**, brasileiro, casado, engenheiro, portador da carteira de identidade RG n.º 01.584.658-7, expedida pelo IFP/RJ, inscrito no CPF/MF sob n.º 024.649.777-72, residente e domiciliado na Cidade do Rio de Janeiro, Estado do Rio de Janeiro, à Avenida Rainha Elizabeth, nº 463, apto. 802. **Em Assembléia Geral Extraordinária:** **(i)** aprovada, por unanimidade, a proposta do acionista "VARIG" S.A. (Viação Aérea Rio-Grandense), para manter a remuneração anual, máxima e global para os administradores no mesmo valor do ano anterior, ou seja, no montante de R$ 90.000,00 (noventa mil reais) para o Conselho de Administração e R$ 890.000,00 (oitocentos e noventa mil reais) para a Diretoria, que vigorará até a próxima Assembléia Geral Ordinária a ser realizada em 2005, cabendo ao Conselho de Administração proceder à respectiva distribuição, nos termos do disposto no Estatuto Social. **(ii)** aprovar, **"ad referendum"** da autoridade aeronáutica competente, a alteração do "caput" do artigo 11 do estatuto social, definindo novo prazo para as reuniões ordinárias do Conselho de Administração da Companhia, que passa a vigorar com a seguinte redação: "Artigo 11 – O Conselho de Administração reunir-se-á, ordinariamente, ao menos uma vez por trimestre e, extraordinariamente, sempre que convocado por seu Presidente, ou pela maioria de seus membros.". Permanecem inalterados os demais parágrafos do mesmo artigo. **Encerramento:** A Assembléia deliberou ainda aprovar, por unanimidade, que a presente Ata seja elaborada na forma de sumário e publicada com omissão das assinaturas dos acionistas. Esgotada a ordem do dia, lavrou-se esta ata que, lida e achada conforme, vai assinada pelos membros da Mesa, pelos acionistas que perfazem o "quorum" legal e por mim Secretária. São Paulo, 02 de julho de 2004. (aa) Mesa da Assembléia: Joaquim Fernandes dos Santos – Presidente; Débora Oliveira Durante – Secretária. Acionistas: Pela "VARIG" S.A. (Viação Aérea Rio-Grandense), pp. Débora Oliveira Durante, Pela FRB-Par Investimentos S.A., pp. Luciane Goulart. Joaquim Fernandes dos Santos.

Certifico que esta é cópia fiel da ata lavrada em livro próprio.

Débora Oliveira Durante
Secretária da Assembléia

SECRETARIA DA JUSTIÇA E DEFESA DA CIDADANIA
JUNTA COMERCIAL DO ESTADO DE SÃO PAULO
CERTIFICO O REGISTRO SOB O NUMERO
384.162/04-6
PEDRO IVO BIANCARDI BARBOZA
SECRETÁRIO GERAL
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DEPARTAMENTO DE AVIAÇÃO CIVIL

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Declaro para os devidos fins que as 04 (quatro) vias originais da ata das Assembléias Gerais Ordinária e Extraordinária, realizada em 02 de julho de 2001, da empresa VARIG Logística S/A, conferem com a via original que se encontra arquivada no processo n.º 07 – 01 / 96184 / 00 do Departamento de Aviação Civil, do Comando da Aeronáutica, **APROVADA** por despacho da Autoridade Aeronáutica, em 23 de julho de 2004.

Rio de Janeiro, 28 de julho de 2004.

RICARDO CIDADE BAPTISTA – Advogado
SEÇÃO DE ASSUNTOS JURÍDICOS DA PL – 2

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VARIG Logística S.A.
CNPJ/MF 04.066.143/0001-57
NIRE 35 3 00180941

Ata das Assembléias Gerais Ordinária e Extraordinária realizadas em 18 de setembro de 2003 (Sumário)

Data, Horário e Local: 18 (dezoito) de setembro de 2003, às 10:00h (dez horas), no escritório da Companhia, na Rua Fidêncio Ramos, nº 223, 14º andar, Vila Olímpia, São Paulo, Estado de São Paulo. **Presença**: Acionistas que representavam mais de 95% (noventa e cinco por cento) do capital social com direito a voto, alguns administradores da empresa e representante dos auditores independentes. **Mesa**: acionistas Joaquim Fernandes dos Santos e Glenda Romano, respectivamente, presidente e secretária. **Publicações Prévias**: o Aviso aos Acionistas a que se refere o art. 133 da Lei 6404/76 foi publicado nos jornais Diário Oficial do Estado de São Paulo e no Diário do Comércio e Indústria/SP (DCI), nas edições dos dias 08, 09 e 12.08.03. O Edital de Convocação foi publicado nos mesmos jornais acima, nas edições dos dias 10,11 e 12 de setembro de 2003 e, os documentos referidos no art. 133 da Lei 6404/76 foram publicados nos mesmos jornais, nas edições do dia 5 de setembro de 2003 e também entregues no DAC – Departamento de Aviação Civil. **Deliberações**: I **Em ASSEMBLÉIA GERAL ORDINÁRIA:** Discutidos um a um os itens da agenda, a Assembléia, sempre por unanimidade de votos, tocantes às ações ordinárias – ressalvadas as abstenções legais, deliberou: (i) Aprovar as contas dos administradores, representadas pelas demonstrações financeiras e o parecer dos auditores independentes relativos ao exercício encerrado em 31 de dezembro de 2002, tal como publicados pela Imprensa. II **Em ASSEMBLÉIA GERAL EXTRAORDINÁRIA**. Discutidos então os demais itens da agenda, a Assembléia, por unanimidade de votos, - ressalvadas as abstenções legais, deliberou: (i) eleger, para recompor o Conselho de Administração, os seguintes acionistas da companhia: (1) **Presidente - Joaquim Fernandes dos Santos**, brasileiro, casado, administrador, portador da cédula de identidade RG n.º 2.828.217, expedida pela SSP/SP, inscrito no CPF/MF sob o nº 005 613.638-20, residente na Cidade do Rio de Janeiro, Estado do Rio de Janeiro; (2) **Vice-Presidente – Harro Fouquet**, brasileiro, casado, administrador, portador da cédula de identidade RG n.º 1012628, expedida pela SSP/SP, inscrito no CPF/MF sob o n.º 019 199.388-34, residente e domiciliado na Cidade de São Paulo, Estado de São Paulo; (3) **Gesner José Oliveira Filho**, brasileiro, casado, economista, portador da cédula de identidade RG n.º 6.968.227, expedida pela SSP/SP, inscrito no CPF/MF sob o nº 013.784.028-47, residente e domiciliado na

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VARIG LOG

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Cidade de São Paulo, Estado de São Paulo, n.º 92; (4) **Waldir Luiz Corrêa**, brasileiro, casado, administrador, portador da cédula de identidade RG n.º 3624678, expedida pela SSP/SP, inscrito no CPF/MF sob o n.º 244.835.248-87, residente na Cidade de São Paulo, Estado de São Paulo; (5) **Jorge Luiz Gouvêa**, brasileiro, casado, economista, portador da cédula de identidade RG n.º 441807, expedida pela SSP/ES, inscrito no CPF/MF sob o n.º 558.995.797-49, residente e domiciliado na Cidade de São Paulo, Estado de São Paulo. O mandato dos conselheiros de administração perdurará até o termino do prazo de gestão deste Conselho de Administração, isto é, até a Assembléia Geral Ordinária de 2004. **Posse**: Os conselheiros tomarão posse mediante assinatura de Termo de Posse no Livro de Atas do Conselho de Administração da sociedade, conforme dispõe o art. 149 da Lei 6404/76. **(ii)** Fixar a remuneração global, anual dos administradores, a vigorar até a próxima Assembléia Geral Ordinária da Companhia, no montante de R$ 980.000,00 (novecentos e oitenta mil reais) conforme segue: até R$ 90.000,00 (noventa mil reais) para o Conselho de Administração e até R$ 890.000,00 (oitocentos e noventa mil reais) para a Diretoria, cabendo ao Conselho de Administração proceder à respectiva distribuição, nos termos do disposto no Estatuto Social. **(iii) "ad referendum"** da autoridade aeronáutica competente, aprovar a alteração do artigo 3º do Estatuto Social para modificar o endereço da sede [illegible] Companhia, que passa a vigorar com a seguinte redação: "**Artigo 3º** - A Com[illegible] tem sede na cidade de São Paulo, Capital do Estado de São Paulo, na Rua F[illegible] Ramos, n.º 223, 14º andar, Vila Olímpia, CEP 04551-010; a companhia poderá sucursais, filiais ou agências, no país ou no exterior, mediante prévia aprovação de sua Diretoria, manifestada em reunião, cuja ata será arquivada no registro do comércio e aplicada na forma da lei" Permanecem inalterados os demais dispositivos do mesmo estatuto. A Assembléia autorizou ainda, que a ata dos trabalhos fosse elaborada na forma de sumário dos fatos ocorridos. Esgotada a ordem do dia e cumpridas as determinações legais, nada mais havendo a tratar, lavrou-se esta ata em livro próprio, que, lida e achada conforme, foi assinada pelos acionistas que perfazem o "quorum" legal e por mim Secretária, que dela tirarei as cópias necessárias para os fins direito. São Paulo, 18 de setembro de 2003. Membros da mesa: (aa) Joaquim Fernandes dos Santos - Presidente. Glenda Romano, Secretaria. Pela "VARIG", S.A. (Viação Aerea Rio-Grandense), pp. Débora Oliveira Durante Pela FRB-Par Investimentos S.A., pp. Luciane Goulart. Joaquim Fernandes dos Santos

Certifico que esta é cópia fiel da ata lavrada em livro proprio

Glenda Romano
Secretária da Assembléia

SECRETARIA DA JUSTIÇA E DEFESA DA CIDADANIA
JUNTA COMERCIAL DO ESTADO DE SÃO PAULO
CERTIFICO O REGISTRO SOB O NÚMERO 269.770/03-5
ROBERTO MINERATTI FILHO
SECRETÁRIO GERAL

JUCESP

COMANDO DA AERONÁUTICA - DEPARTAMENTO DE [illegible]

ROS nº 03/2005 - CPMF - CORRE

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SERVIÇO PÚBLICO FEDERAL
DEPARTAMENTO DE AVIAÇÃO CIVIL

RQS nº 03/2005 - CN - CPMI - CORREIOS
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Atesto que a presente via da Ata das Assembléias Gerais Ordinária e Extraordinária, realizadas em 18 de setembro de 2003, da empresa VARIG LOGÍSTICA S/A, está de acordo com a que se encontra anexada ao processo n.º 07-01/96184/00, do Departamento de Aviação Civil, do Comando da Aeronáutica, **APROVADA** por despacho de 29 de outubro de 2003, constando de duas vias, com 2 (duas) folhas devidamente carimbadas com o sinete do mesmo Departamento.

Rio de Janeiro, 30 de outubro de 2003.

COMANDO DA AERONÁUTICA - DEPARTAMENTO DE AVIAÇÃO CIVIL

HEBENS ROGÉRIO KOMNISKI - Advogado
CHEFE DA SEÇÃO DE ASSUNTOS JURÍDICOS - 2PL-2

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DE.IAF 1386

COMANDO DA AERONÁUTICA
DEPARTAMENTO DE AVIAÇÃO CIVIL

RQS nº 03/2005 - CN - CPMI - CORREIOS
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PORTARIA Nº 1240/DGAC DE 31 DE AGOSTO DE 2000.

Autoriza o funcionamento jurídico da empresa VARIG LOGÍSTICA S/A.

O CHEFE DO SUBDEPARTAMENTO DE PLANEJAMENTO DO DEPARTAMENTO DE AVIAÇÃO CIVIL, no uso da delegação de competência outorgada pela Portaria n.º 378/DGAC, de 17 de abril de 2000 e, tendo em vista o que consta do processo nº 07-01/96184/00, resolve:

Art. 1º Autorizar o funcionamento jurídico da empresa VARIG LOGÍSTICA S/A, com sede social na cidade de São Paulo, Estado de São Paulo, como empresa de serviços de transporte aéreo regular de cargas e mala postal pelo prazo de doze meses contados da data da publicação desta Portaria.

Art. 2º A execução dos serviços de que trata o artigo anterior ficará na dependência do cumprimento dos requisitos do Código Brasileiro de Aeronáutica, da Portaria nº 536/GC5, de 18 de agosto de 1999, e da expedição da respectiva Portaria de Concessão.

Art. 3º A empresa deverá comprovar perante o Departamento de Aviação Civil, em até 12 (doze) meses, contados da data da publicação desta Portaria, a integralização do capital social subscrito aprovado pelo DAC.

Art. 4º A empresa obriga-se a fazer prova de sua adimplência com o Instituto Nacional de Seguridade Social -INSS – e com o Fundo de Garantia por Tempo de Serviço – FGTS, na data da assinatura do respectivo contrato de concessão, e a manter-se em dia com essas obrigações, podendo o DAC, a qualquer tempo, exigir a correspondente comprovação de regularidade.

Art. 5º A empresa obriga-se a fazer prova de regularidade para com a Fazenda Nacional, mediante apresentação, na data da assinatura do respectivo contrato de concessão, de Certidão de Quitação de Tributos e Contribuições Federais e a Certidão de Quitação da Dívida Ativa da União.

Art. 6º A empresa se obriga a contribuir para o Fundo Aeroviário e a manter escrituração específica para essa contribuição, podendo o DAC exigir a correspondente comprovação de regularidade.

Art. 7º A importação de aeronaves dependerá sempre de parecer da Comissão de Coordenação do Transporte Aéreo Civil - COTAC.

Art. 8º A empresa ficará ainda sujeita às seguintes obrigações, sob pena de caducidade da autorização para funcionamento jurídico:

I - não transferir o controle do capital social para outras pessoas físicas ou jurídicas sem a prévia anuência do Departamento de Aviação Civil (DAC);

II - não arquivar as alterações do contrato social sem a prévia aprovação do Departamento de Aviação Civil, quando as modificações contrariarem os artigos 181, 182 e 183 do Código Brasileiro de Aeronáutica;

III - não explorar nenhuma modalidade de serviço sem estar devidamente autorizada pela autoridade competente;

IV - cumprir, por si e por seus prepostos, a legislação e as instruções relativas às empresas aéreas; e

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V - obter do Departamento de Aviação Civil o Certificado de Homologação da empresa.
Art. 9º Esta Portaria entra em vigor na data de sua publicação.

Brig.-do-Ar CARLOS ALBERTO DE CARVALHO FAGUNDES
Chefe do Subdepartamento de Planejamento

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Doc:

CORREGEDORIA GERAL
DA JUSTIÇA RJ
SELO DE FISCALIZAÇÃO
Nº BPJ 35583
23.º Ofício
Autentico este, que é cópia
fiel do documento original que
me foi exibido para autenticação,
do que dou fé.
Rio de Janeiro - RJ.
05 OUT 2005
Tabelião Substituto
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DCI
Novas linhas de crédito para microempresa
DCI
Novas linhas de crédito para microempresa
DCI

	2003	2002
Estoques	9.301	8.223
Depósitos especiais	576	5.607
Impostos a recuperar	2.867	2.075
Despesas antecipadas	153.726	141.467
Total do Circulante		
Realizável a Longo Prazo		
Impostos a recuperar	11.333	73
Depósitos judiciais	1.069	
Total do Realizável a Longo Prazo	13.402	73
Permanente		
Investimento	45.886	40.006
Diferido		1.660
Total do Permanente	46.886	41.716
Total do Ativo	213.827	183.256

	2003	2002
Contas a pagar	5.898	1.744
Transportes a executar	10.158	8.053
Provisões da legislação social a outras	6.984	5.038
Total do Circulante	149.008	144.976
Exigível a Longo Prazo		
Empréstimos e financiamentos	11.337	8.946
Financiamentos de obrigações fiscais	36.992	7.525
Provisão para benefícios de aposentadoria	3.246	1.275
Provisão para contingências	2.000	1.429
Empresas relacionadas	1.822	2.000
Total do Exigível a Longo Prazo	57.397	21.175
Patrimônio Líquido		
Capital social realizado	231.832	29.155
Prejuízos acumulados	(226.040)	(214.467)
Adiantamento para futuro aumento de capital		202.677
Total do Patrimônio Líquido	5.792	17.365
Total do Passivo	213.827	183.256

As notas explicativas são parte integrante das demonstrações financeiras

Demonstrações das Mutações do Patrimônio Líquido para os Exercícios Findos em 31 de Dezembro de 2003 e de 2002 (Em milhares de reais)

	Capital social realizado	Prejuízos acumulados	Adiantamento para futuro aumento de capital	Total
Saldos em 31 de Dezembro de 2001	29.155	(83.016)	–	(53.861)
Prejuízo líquido do exercício	–	(131.444)	–	(131.444)
Adiantamento para futuro aumento de capital	–	–	202.677	202.677
Saldos em 31 de Dezembro de 2002	29.155	(214.467)	202.677	17.365
Prejuízo líquido do exercício	–	(11.573)	–	(11.573)
Integralização de capital	202.677	–	(202.677)	–
Saldos em 31 de Dezembro de 2003	231.832	(226.040)	–	5.792

As notas explicativas são parte integrante das demonstrações financeiras

Notas Explicativas às Demonstrações Financeiras para os Exercícios Findos em 31 de Dezembro de 2003 e de 2002

(Valores expressos em milhares de reais, exceto quando de outra forma indicado)

1. Contexto Operacional: A VARIG Logística S.A. explora comercialmente serviços de transporte aéreo regular de cargas e malas postais (doméstico e internacional), prestar serviços de planejamento logístico e de transporte doméstico e internacional expressos, porta a porta, de documentos e encomendas e presta serviços de armazenagem e gestão de cargas. A FRS-Par Investimentos S.A., controladora da "VARIG", S.A. (Viação Aérea Rio-Grandense), VARIG Participações em Transportes Aéreos S.A. e VARIG Participações em Serviços Complementares S.A., e a TAM S.A., controladora da TAM Linhas Aéreas S.A., assinaram, em 06 de fevereiro de 2003, um Protocolo de Entendimentos objetivando uma solução conjunta para as dificuldades enfrentadas pelas empresas, em virtude de grave crise que afeta a indústria de aviação comercial. O Protocolo contempla a possível criação de uma nova empresa, cujo capital seria integralizado com as participações acionárias das suas assinantes nas empresas acima indicadas. Ainda como resultado do Protocolo, as empresas operacionais estão, desde 10 de março de 2003, utilizando-se do sistema de compartilhamento de vôos ("code sharing") e efetuaram uma reorganização parcial de suas rotas e frequências. Estudos desenvolvidos pelas empresas e seus assessores culminaram na apresentação ao Conselho Administrativo de Defesa Econômica - CADE, em 10 de fevereiro de 2004, de uma proposta de ações que contribuiriam para a evolução da associação entre as empresas; prevista no Protocolo de Entendimentos. As principais ações contempladas, que ocorreriam as mudanças no cenário da indústria de aviação civil desde a data de assinatura do Protocolo de Entendimentos até a apresentação ao CADE, são: 1. C[illegible]ção de uma sociedade prestadora de serviços (gerenciamento dos vôos c[illegible]ilhados), com pequeno quadro de funcionários e controle igualmente distribuído entre as assinantes do Protocolo de Entendimentos, cujos objetivos seriam: • Aprimorar a integração das empresas, no que se refere ao sistema de compartilhamento de vôos; • Acelerar a transferência de benefícios aos consumidores, principalmente através da aceleração recíproca de bilhetes nas rotas compartilhadas; 2. Manutenção das atuais estruturas societárias e gestão individual das empresas operacionais por um prazo estimado em até 24 meses. Nesse período será avaliada a viabilidade de uma futura fusão de ativ[illegible]veis das empresas. Em adição aos entendimentos com empresas co[illegible]ors, anteriormente resumidos, a Administração da Companhia implementou uma série de ações para o restabelecimento do seu equilíbrio econômico-financeiro e da sua posição patrimonial, a recuperação da sua lucratividade e a necessária geração de caixa. Entre nossas, as principais ações adotadas incluem renegociações com arrendadores de aeronaves a principais fornecedores objetivando o alongamento e a readequação de suas dívidas, a readequação de sua frota de aeronaves e do seu quadro funcional e o Pedido de Parcelamento Especial de tributos. 2. Apresentação das Demonstrações Financeiras: As demonstrações financeiras foram elaboradas e estão sendo apresentadas em conformidade com as práticas contábeis adotadas no Brasil. 3. Principais Práticas Contábeis: a) Classificação contábil: Os direitos realizáveis e as obrigações exigíveis após 12 meses da data do balanço são considerados como de longo prazo. b) Disponibilidades: As aplicações financeiras estão avaliadas ao custo de aquisição, acrescido dos rendimentos auferidos até as datas de encerramento dos exercícios. c) Provisão para créditos de liquidação duvidosa: Constituída [illegible] acordo com a avaliação do grau de risco de realização dos créditos com os clientes, inclusive créditos de empresas em processo de falência, concordata [illegible] cobrança judicial, sendo o seu montante considerado suficiente para a cobertura de eventuais perdas na realização das contas a receber. d) Demais ativos circulantes e realizáveis a longo prazo: Os demais ativos circulantes e realizáveis a longo prazo são demonstrados aos valores de custo ou realização, inclusive, quando aplicável, os rendimentos auferidos. e) Estoques: São avaliados pelo custo médio das compras, ou valor de mercado, entre esses o que for menor. f) Transações em moeda estrangeira: São contabilizadas pela taxa de conversão do dia da transação. Ativos e passivos denominados em moedas estrangeiras são convertidos em reais utilizando as taxas de câmbio em vigor nas datas de encerramento dos exercícios. g) Ativos e passivos sujeitos à atualização monetária: Contas sujeitas à atualização monetária são atualizadas com base nos índices definidos legalmente ou em contrato. h) Imobilizado: É avaliado pelo custo e as depreciações são computadas pelo método linear, tomando-se por base a vida útil estimada dos bens. Melhorias nos bens existentes são capitalizadas; enquanto custos de manutenção e reparo são lançados no resultado. Materiais alocados a projetos específicos são adicionados às imobilizações em andamento. i) Contratos de arrendamento de aeronaves: Os encargos mensais com arrendamento de aeronaves são reconhecidos no resultado pelo regime de competência. j) Imposto de renda e contribuição social: São computados com base nas disposições da legislação vigente, às alíquotas aplicáveis. Impostos diferidos ativos e passivos são reconhecidos sobre prejuízos fiscais, base negativa de contribuição social e diferenças temporárias na extensão em que a realização seja provável. k) Provisões: A provisão para manutenção de equipamentos de vôo é constituída com base nas horas [illegible]es e representa cobertura dos custos a realizar com manutenções futuras (vide nas notas explicativas nº [illegible] relacionadas a processos trabalhistas, tributários, cíveis e comerciais, nas instâncias administrativa e judicial, são reconhecidas tendo como base as opiniões dos assessores legais e as melhores estimativas da Administração sobre o provável resultado dos processos pendentes nas datas de encerramento dos exercícios. Provisões para indenizações por não-cumprimento de performance, previstas contratualmente, são registradas com base no número de reclamações históricas e melhores estimativas da Administração. l) Reconhecimento da receita: As receitas de vendas são reconhecidas quando da efetiva prestação de serviço, e as correspondentes aquelas cujos serviços ainda não foram prestados, [illegible] crédito na conta "Transportes a executar" no passivo circulante. m) Plano de pensão: A Companhia patrocina um plano de contribuição definida para seus funcionários. Os custos correntes, referentes ao plano de contribuição definida, são determinados pelo montante da contribuição requerida para o período e contabilizados pelo regime de competência. n) Demais passivos circulantes e exigíveis a longo prazo: Os demais passivos circulantes e exigíveis a longo prazo são demonstrados pelos valores conhecidos ou exigíveis, acrescidos, quando aplicável, dos respectivos encargos e variações monetárias. o) Prejuízo por ação: Calculado com base no número de ações nas datas de encerramento dos exercícios. p) Uso de estimativas: A preparação das demonstrações financeiras requer que a Administração faça estimativas e adote premissas relacionadas com ativos e passivos reportados, divulgação de ativos e passivos contingentes nas datas das demonstrações financeiras e montantes reportados de receitas e despesas para os respectivos períodos. Resultados reais podem diferir dessas estimativas. q) Demonstrações financeiras de exercícios anteriores: As demonstrações financeiras referentes ao exercício findo em 31 de dezembro de 2002 foram reclassificadas, quando aplicável, para fins de comparabilidade.

4. Transações com Partes Relacionadas:

	Ativo		Passivo				Resultado operacional	
	Curto prazo		Curto prazo		Longo prazo			
	2003	2002	2003	2002	2003	2002	2003	2002
"VARIG", S.A. (Viação Aérea Rio-Grandense)	32.041	3.449	–	1.822	2.000	–	(249.963)	(279.529)
FRS-Par Investimentos Ltda.	21	–	–	725	–	–	(100)	(112)
Fundação Ruben Berta	–	–	154	12	–	–	(1.200)	(393)
Rio Sul Linhas Aéreas S.A.	–	–	21.503	1.751	–	–	(21.548)	(21.648)
Nordeste Linhas Aéreas S.A.	–	–	5.984	1.243	–	–	(4.829)	(4.829)
VEM - Varig Engenharia e Manutenção S.A.	–	–	28.434	–	–	–	(30.049)	(36.921)
RATA - Serviços Auxiliares de Transporte Aéreo S.A.	–	215	2.877	–	–	–	(17.856)	(6.239)
Amadeus Brasil Ltda.	12	6	–	–	–	–	12	6
Companhia Tropical de Hotéis	26	8	–	–	–	–	(7)	(9)
Companhia Tropical de Hotéis da Amazônia	30	2	–	–	–	–	(24)	(14)
	32.130	3.680	58.952	3.731	2.000	2.000	(325.563)	(352.208)

A Companhia depende significativamente da "VARIG", S.A. (Viação Aérea Rio-Grandense) para a prestação de seus serviços, uma vez que efetua a [illegible] substancial das porções das aeronaves desta. Os valores a receber da "VARIG", S.A. (Viação Aérea Rio-Grandense) em 31 de dezembro de 2003 referem-se, principalmente, ao repasse da receita internacional de cargas relacionada pela controladora, líquidos do custo da prestação dos serviços de transporte de cargas e repasse de obrigações comerciais, originalmente faturados pelos credores como a controladora. Os valores a pagar para a Rio Sul Linhas Aéreas S.A. e para a Nordeste Linhas Aéreas S.A. referem-se a serviços de transporte das porções de aeronaves, utilizadas para a prestação de serviços de transporte de cargas. Tais serviços estão fundamentados em contratos, vigentes por período indeterminado. Os valores de compromissos futuros, devidos no exercício de 2004, decorrentes dos arrendamentos de porções de aeronaves subfretadas à "VARIG", S.A. (Viação Aérea Rio-Grandense), Rio Sul Linhas Aéreas S.A. e Nordeste Linhas Aéreas S.A. totalizam, R$ 277.912, R$ 21.648 e R$ 13.448, respectivamente. Os valores a pagar para a VEM - Varig Engenharia e Manutenção S.A. referem-se à prestação de serviços de manutenção de aeronaves. As obrigações classificadas no longo prazo a pagar para a controladora são em 31 de dezembro de 2003 correspondem a multa por assunção de dívida da Companhia com a INFRAERO. Sobre o saldo devedor incidem juros de 10% a.a. taxa DI. Considerando-se a concentração e as características específicas a ao mercado de atendimento de portes e manutenção de aeronaves, a [illegible]ntemente, a Companhia acredita que as transações efetuadas com [illegible] relacionadas têm bases semelhantes àquelas que poderiam ser realizadas com terceiros na eventualidade da existência de oferta de mercado.

5. Imobilizado:

	Taxa anual de depr. - %	Custo	Depr. acum.	Líquido 2003	Líquido 2002
Em serviço:					
Equipamentos próprios	13	30.082	(2.934)	27.148	15.835
Benfeitorias em aeronaves de terceiros	5 a 10	1.372	(1.234)	58	448
Equipamentos terrestres	10 a 20	30.105	(16.808)	13.297	17.638
Benfeitorias em imóveis de terceiros	10 a 15	5.891	(2.095)	4.796	5.478
Imóveis	10 a 11	254	(79)	175	178
Veículos	20	97	(44)	53	83
		68.751	(23.304)	45.467	39.712
Imobilizado em andamento		222	–	222	314
		68.973	(23.304)	45.689	40.026

6. Empréstimos e Financiamentos:

	2003	2002
Com garantias	–	29.125
Aquisição de aeronaves	13.486	10.580
Mercado - Parcela do circulante	(2.149)	(30.759)
Longo prazo	11.337	8.946

O saldo de empréstimos, no montante de R$ 29.125 em 31 de dezembro de 20 02, refere-se à utilização de contas garantidas, com juros mensais variando do de 1,82% a 3,11%. Os financiamentos estavam garantidos por nota promissória avalizada pela controladora "VARIG", S.A. (Viação Aérea Rio-Grandense) e depósito em caução de aplicação financeira. O saldo a pagar por aquisição de aeronaves refere-se à compra de duas aeronaves 727-200 da antiga ex Pantanal Commercial Air Group, Inc. efetuada em 11 de junho de 2002. A dívida é denominada em dólares norte-americanos e está sujeita a juros anuais de 5%. Os preços bem foram oferecidos como garantia.

Os vencimentos a longo prazo estão demonstrados como segue:

	R$
2005	5.765
2006	5.765
2007	5.765
2008	5.765
2009 em diante	12.932
	35.992

7. Financiamentos de Obrigações Fiscais: A composição dos financiamentos de obrigações fiscais é como segue:

	2003	2002
Contribuição para o Financiamento da Seguridade Social - COFINS	–	14.548
Programa de Integração Social - PIS	–	3.009
PAES - Parcelamento Especial	27.298	–
Parcelamento ICMS	13.242	–
	40.540	17.557
Menos - Parcela do circulante	(4.548)	(10.032)
Longo prazo	36.992	7.525

a) Parcelamento de COFINS e PIS: Em 30 de junho de 2003, com base na Lei nº 10.684, de 30 de maio de 2003, a Companhia ingressou com Pedido de Parcelamento Especial - PAES na Secretaria da Receita Federal, referente a obrigações de COFINS e PIS vencidas nos períodos-base de junho, julho e setembro a dezembro de 2002 e janeiro de 2003, acrescido de multa de 10% e [illegible] calculados com base na variação da taxa Selic. Como exercício [illegible] da Companhia no PAES, o saldo devedor do parcelamento de COFINS e PIS realizado em abril de 2002 (também consolidado no novo parcelamento), em 30 de abril de 2003 no valor total parcelado de R$ 27.448, a ser pago em 120 parcelas mensais a partir de 31 de julho de 2003, acrescido de juros correspondentes à variação mensal da Taxa de Juros de Longo Prazo - TJLP. b) Parcelamento de ICMS: Durante o exercício de 2003, com base na Lei nº 4.248 de 16 de dezembro de 2003, e no Decreto nº 45.490, de 30 de novembro de 2000, a Companhia ingressou com pedido de parcelamento de seus débitos de ICMS nas Secretarias de Estado da Fazenda do Rio de Janeiro e São Paulo, respectivamente, vencidos entre os períodos de apuração de abril de 2001 a outubro de 2003, sendo os saldos devedores, quando aplicável, atualizados pela UFIR-RJ ou UFESP mais taxa Selic, acrescidos de multa. O saldo devedor do parcelamento de ICMS do Rio de Janeiro será pago em 60 parcelas mensais a partir de 31 de janeiro de 2004. A Secretaria do Estado de Fazenda do Rio de Janeiro deferiu o pedido de parcelamento em 22 de dezembro de 2003 e o pedido de deferimento à Secretaria do Estado de Fazenda de São Paulo está pendente de homologação. Não obstante o PAES e o pedido de parcelamento de ICMS do Estado de São Paulo e os respectivos valores apresentados pela Companhia não terem sido homologados até a data de apresentação destas demonstrações financeiras, a dívida declarada foi classificada no balanço patrimonial de 31 de dezembro de 2003 assumindo a sua aceitação pelas autoridades competentes e considerando-se o prazo de liquidação estabelecido pelo programa. Os vencimentos a longo prazo dos parcelamentos estão demonstrados como segue:

	R$
2005	5.765
2006	5.765
2007	5.765
2008	5.765
2009 em diante	12.932
	35.992

	2003	2002
Lucro Bruto	1.158	1.158
Despesas Operacionais		
Despesas comerciais	(150)	(150)
Despesas administrativas	(117)	(117)
Honorários de administração	(30)	(30)
Resultado da Atividade	(39)	(39)
Receitas (Despesas) Financeiras		
e Variações Monetárias		
Receitas financeiras	109	109
Despesas financeiras	(61)	(61)
Variações monetárias e cambiais	(36)	(36)
Impostos sobre receitas financ. e v	(73)	(73)
	(1.508)	(21.960)
Outras Receitas (Despesas) Operacionais, Líquidas	(8.413)	–
Resultado Operacional	(9.991)	(135.911)
Resultado não Operacional	(1.579)	4.467
Prejuízo Líquido de Exercício	(11.570)	(131.444)
Prejuízo por Ação no Fim do Exercício - R$	(0,05)	(0,51)

As notas explicativas são parte integrante das demonstrações financeiras

Demonstrações das Origens e Aplicações de Recursos para os Exercícios Findos em 31 de Dezembro de 2003 e de 2002 (Em milhares de reais)

	2003	2002
Origens de Recursos		
Das operações sociais (vide abaixo)	1.561	–
Dos acionistas:		
Aumento ou transf. para o exigível a longo prazo	30.480	18.491
Adiantamento para futuro aumento de capital	–	202.677
Total das Origens	36.491	221.168
Aplicações de Recursos		
Nas operações sociais (vide abaixo)	–	113.852
No ativo permanente:		
Imobilizado	15.705	19.082
Diferido	–	172
Aumento ou transf. para o realizável a longo prazo	12.345	51
Total das Aplicações	28.054	133.157
Aumento do Capital Circulante Líquido	7.967	83.231
Representado por		
Capital circulante no fim do exercício:		
Ativo circulante	152.776	141.467
Passivo circulante	149.008	144.699
	4.738	(3.229)
Capital circulante no início do exercício	(2.229)	(86.460)
Aumento do Capital Circulante Líquido	7.967	83.231
Demonstração dos Recursos Gerados (Aplicados) nas Operações Sociais		
Prejuízo líquido do exercício	(11.573)	(131.444)
Itens que não alteram o capital circulante líquido:		
Depreciações e amortizações	10.186	8.134
Alienação de ativo imobilizado	271	334
Provisão para benefícios de aposentadoria	3.971	1.275
Provisão para contingências	1.431	1.429
Baixa do diferido	1.275	1.660
Recursos Gerados (Aplicados) nas Oper. Sociais	1.561	(118.612)

As notas explicativas são parte integrante das demonstrações financeiras

8. Arrendamento Mercantil: Os saldos a pagar de arrendamentos operacionais de aeronaves e motores e reserva de manutenção, em 31 de dezembro de 2003 e de 2002, são como segue:

	2003	2002
Arrendamentos de aeronaves e motores:		
Pegasus Aviation I, Inc.	17.425	21.802
Finova Capital Corporation (arrendamentos denominados Prop Five, Ltd.)	18.143	18.449
Skymaster Air Lines Ltda.	86	–
	33.654	40.351

As operações de arrendamento e subarrendamento estão denominadas em dólares norte-americanos. A Companhia tem em suas operações arrendamento de duas aeronaves 727-200 e três DC-10 contratadas como "leasing" operacional, contabilizando os valores das correspondentes contraprestações no resultado do exercício. Os contratos de arrendamento de aeronaves e motores estão originalmente contratados em nome da controladora "VARIG", S.A. (Viação Aérea Rio-Grandense). Os volumes de compromissos decorrentes dos arrendamentos operacionais, em 31 de dezembro de 2003, totalizam R$ 19.800, inteiramente devidos no exercício de 2004. Os custos de arrendamento operacional, os quais estão registrados na demonstração do resultado como parte do custo operacional de vôo, totalizaram R$ 318.370 em 31 de dezembro de 2003 (R$ 280.856 em 2002). Os contratos de arrendamento operacional requerem depósitos em garantia e/ou depósitos para reserva de manutenção no valor de R$ 1.875 em 2003 (R$ 2.052 em 2002).

9. Imposto de Renda e Contribuição Social: Em 31 de dezembro de 2003, os saldos de prejuízos fiscais e base negativa de contribuição social, para os quais não há prazo-limite para utilização, são como segue:

Ano	Imposto de renda	Contribuição social
2001	82.575	82.575
2002	82.883	82.713
2003	22.567	22.567
	187.925	187.855

10. Capital Social: O capital social, subscrito e integralizado em 31 de dezembro de 2003, representado por ações sem valor nominal, está composto como segue:

Ações	Quantidade	R$
Ordinárias	213.670.922	213.672
Preferenciais	18.160.000	18.160
	231.830.922	231.832

De acordo com o estatuto social da Companhia, as acionistas titulares de ações de qualquer espécie têm o direito a dividendos de, no mínimo, 25% sobre o lucro líquido do exercício, computados de acordo com as práticas contábeis adotadas no Brasil, ou 6% ao ano, não cumulativos, calculados sobre o capital global da espécie e rateados entre os respectivos titulares, caso seja maior que o dividendo mínimo. As ações preferenciais não têm direito a voto; todavia, têm prioridade no reembolso do capital e dividendos 10% maiores que os atribuídos aos detentores de ações ordinárias (artigo 17, inciso I, da Lei nº 6.404/76, com redação dada pela Lei nº 9.457/97). De acordo com o Código Brasileiro de Aeronáutica (artigo 181, § 1º), as ações preferenciais em nenhuma hipótese adquirido direito de voto e jamais poderão ser conversíveis em ações ordinárias. Durante Assembléia Geral Extraordinária realizada em 10 de novembro de 2003, a controladora "VARIG", S.A. (Viação Aérea Rio-Grandense) e a acionista minoritária FRS-Par Investimentos S.A. aumentaram o capital social da Companhia em R$ 202.677, mediante a incorporação do "Adiantamento para futuro aumento de capital", com emissão de 200.876.286 ações ordinárias, sem valor nominal, quantidade as proporções existentes entre as espécies e classes de preferenciais. A acionista minoritária FRS-Par Investimentos S.A. renunciou ao direito de preferência na subscrição de ações, na proporção daquelas de propriedade anteriormente. O capital social da Companhia passou a ser de R$ 231.832, sendo dividido em: (a) 213.670.922 ações ordinárias; e (b) 18.160.000 ações preferenciais, esse sem direito a voto.

11. Provisão para Contingências: A Companhia, no curso normal de suas atividades, está sujeita a processos judiciais de natureza tributária, trabalhista e cível. A Administração, apoiada na opinião de seus assessores legais e, quando aplicável, fundamentada em pareceres específicos emitidos por especialistas, avalia a expectativa do desfecho dos processos em andamento e determina a necessidade ou não de constituição de provisão para contingências. Em 31 de dezembro de 2003, ja provisionado o montante de R$ 2.360 (R$ 1.429 em 2002), o qual, conforme a Administração, be reaita ne opinião dos seus assessores legais, é suficiente para fazer face às perdas esperadas com o desfecho dos processos em andamento. A classificação dos valores provisionados, segundo a natureza dos respectivos processos, é como segue:

Natureza	2003	2002
Trabalhista	523	599
Cível	1.612	292
Fiscal	725	538
Longo prazo	2.860	1.429

12. Outras Receitas (Despesas) Operacionais, Líquidas:

	2003	2002
Provisão para benefícios de aposentadoria	(3.971)	–
Multas diversas	(1.338)	–
Outros	(107)	–
	(5.413)	–

13. Resultado não Operacional: Os resultados líquidos dos principais eventos foram:

	2003	2002
Indenização de seguros	–	5.995
Baixa do diferido	(1.275)	(1.620)
Alienação de ativo imobilizado	(271)	(334)
Outros	(33)	426
	(1.579)	4.467

Diretoria	
João Luiz Bernes de Sousa - Diretor Presidente	
Edson Amuda de Ferle - Diretor	Marcos Aurélio Mello
Diretor Administrativo Financeiro e Controlador: Paulo Luis Marques	
Jorge Márcio Gomes da Silva - Diretor de Operações	

Conselho de Administração	
José Joaquim Fernandes dos Santos - Presidente	Jorge Luiz Gouvêa
Harro Fouquet - Vice-Presidente	Waldir Luiz Clarete
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ROTOCOLO 9131/04-6
Tabelião de Notas da Capital
Rua Frei Caneca, 360 - 2º andar
01307-001 - São Paulo - SP - Tel.: 3141-1722
Autentico a presente cópia reprográfica conforme original, de que dou fé.
São Paulo, 19 de NOV de 2004
Cartório Notarial de São Paulo SP
AUTENTICAÇÃO

GOVERNO DO ESTADO DE SÃO PAULO

ÃO (presencial) DSE nº33/04. Para Registro de Preços - Tipo: menor preço. **PROCES-SE 3605/5900/2004. OBJETO:** Carne Bovina Moída em Conserva. A Sessão Pública do o será realizada no departamento de Suprimento Escolar na Rua João Ramalho, 1.546 izes, nesta capital, com início previsto às 09:30 do dia 28 de junho de 2004.

ÃO (presencial) DSE nº32/04. Para Registro de Preços - Tipo: menor preço. **PRO-O DSE 3606/5900/2004. OBJETO:** Carne Bovina em Conserva. A Sessão Pública do o será realizada no departamento de Suprimento Escolar na Rua João Ramalho, – Perdizes, nesta capital, com início previsto às 14:30 do dia 28 de junho de 2004.

ÃO (presencial) DSE nº34/04. Para Registro de Preços - Tipo: menor preço. **PROCES-SE 3607/5900/2004. OBJETO:** Almôndegas ao Molho de Tomate. A Sessão Pública do o será realizada no departamento de Suprimento Escolar na Rua João Ramalho, 1.546 izes, nesta capital, com início previsto às 09:30 do dia 29 de junho de 2004.

ÃO (presencial) DSE nº38/04. Para Registro de Preços - Tipo: menor preço. **PROCES-SE 3610/5900/2004. OBJETO:** Arroz Polido Tipo 1 – Longo Fino. A Sessão Pública do o será realizada no departamento de Suprimento Escolar na Rua João Ramalho, 1.546 izes, nesta capital, com início previsto às 14:30 do dia 29 de junho de 2004.

l completo à disposição dos interessados, via Internet, pelo Site www.e-ciospublicos.com.br - **INFORMAÇÕES:** fones: (11) 3866-1615/1616, de 2ª a 6ª no horário das 8h às 17h.

SECRETARIA DE ESTADO DA EDUCAÇÃO
DEPARTAMENTO DE SUPRIMENTO ESCOLAR

1ª Vara Cível do Foro Regional I – Santana - Citação - Prazo 20 Dias - Proc. nº 001.03.000628-8. O Dr. Leonel Carlos da Costa, Juiz de Direito da 1ª Vara Cível do Foro Regional I - Santana. **FAZ SABER a ARTEC COMÉRCIO, IMPORTAÇÃO E REPRESENTAÇÃO LTDA**, CNPJ. 74.249.087/0001-71, que **MARFRAN COMÉRCIO DE PEÇAS LTDA.** ajuizou ação **MONITÓRIA**, para cobrança de R$ 8.747,45 (12/02), conforme cheques nº's. 001004 a 001006 - Banco BRADESCO S/A. – Ag. 0111, anexos aos autos. Não localizado o réu, expediu-se edital de citação, para que em 15 dias, a fluir após os 20 dias supra, pague e valor acima ou apresente embargos, sob pena de constituir-se o título em mandado executivo (art.1.102 c. do CPC). Será o edital afixado e publicado na forma da lei. São Paulo, 27 de maio de 2004. .

1ª Vara Cível da Capital / SP. 1º Ofício Cível. Edital para Conhecimento de Terceiros. Prazo: 20 dias. Proc. 000.03.164000-1. O Dr. Domingos de Siqueira Frascino, Juiz de Direito da 1ª Vara Cível da Capital / SP, Faz Saber a todos quantos o presente edital virem, conhecimento tiverem e interessar possa, que Alberto Santos Dumont, almulher Maria da Conceição Magalhães Dumont, Hamilton Rodrigues e almulher Heide Hedwig Fohlow Rodrigues ajuizaram Medida Cautelar de Protesto contra Alienação de Bens em face de Itabira Auto Diesel Ltda. objetivando o protesto contra alienação dos seguintes imóveis: Prédios e respectivos terrenos situados à R. Pantano de S.Rafael, nºs 81, 75 e 79, Vila Independência, 6º subdistrito, respectivamente, das matrículas nºs 81.429, 96.153 e 100.618, todas do 8º CRI / SP; ela que o requerente é credor da requerida, conforme Ação de Rescisão Contratual c/c Perdas e Danos, de Proced. Ordinário, processo nº 02.170723-5, em trâmite na 34ª Vara Cível da Capital, tendo sido julgada parcialmente procedente, com a condenação da ré ao pagamento de R$ 92.755,54. Assim, para prevenir responsabilidades, prover a conservação e resguardo de seus direitos, e para que terceiros não venham alegar ignorância dos fatos ou invocar boa - fé, foi deferida a expedição do presente edital, o qual será, por extrato, afixado e publicado, na forma da lei. São Paulo / SP, 03/05/2004.

Quarta Vara Cível do Foro Regional III – Jabaquara. Edital de Citação expedido nos autos de ação de Despejo ajuizada por Banco Santander N. O Doutor Antonio Tadeu Ottoni, MM. Juiz de Direito Titular da 4ª Vara Comercial da Capital do Estado de São Paulo, na forma da Lei, etc... F. CPF/MF nº 077.283.038-05, que lhe foi ajuizada uma ação de Busca Depósito, objetivando a busca e apreensão do veículo marca GM, 95, cor prata, placas DLM-3636, chassi 9BG124CR8SC902228, em cobrança a partir de julho/97. Em face de execução da sentença e não sabido, foi determinada sua citação por edital, para que no prazo de 3 a partir do término do prazo supra concedido, restitua o bem ou de 30.965,41 (agosto/03), mais acréscimos, sob pena de prisão. E, para o ignorado o presente edital por extrato, que será afixado no local de cos Paulo, 03 de maio de 2004.

SECRETARIA DA JUSTIÇA E DEFESA DA CIDADANIA
JUNTA COMERCIAL DO ESTADO DE SÃO PAULO
CERTIFICO O REGISTRO SOB O NÚMERO
384.165/04-7
MARCIO STANCARDI BARBOSA
SECRETÁRIO GERAL
JUCESP

24ª Vara Cível da Capital / SP. 24ª Ofício Cível. Notificação. Prazo: 30 dias. Proc. 04.039402-8. O Dr. James Alberto Siano, Juiz de Direito da 24ª Vara Cível, Faz Saber a Rogério Faria Sauleo e Andréa Faran, que Comissão de Representantes dos Condomínos do Edifício Saint Germain lhes ajuizou Notificação, para que em 10 dias, a fluir dos 30 dias, compareçam à R. Manoel da Nóbrega, 354, cnj. 56, e manifestem-se sobre o interesse em participarem do empreendimento, recebendo a escritura da unidade 102, assumindo as obrigações, quando o débito, participando do término da construção, sujeitando-se o notificante adquirir a propriedade da unidade, conforme decisão judicial. Estando os requeridos em lugar ignorado, expede-se edital, o qual será afixado e publicado. SP, 04/06/04.

2ª Vara Cível do Foro Regional IV - Lapa / SP. 2º Ofício Cível. Edital de Citação. Prazo de 20 dias. Processo nº 004.99.246868-6. A Dra. Regina de Oliveira Marques, Juíza de Direito da 2ª Vara Cível do Foro Regional IV - Lapa, Capital / SP, Faz Saber a Flávio Reis Andrade, inscrito no CPF/MF sob nº 173.671.208-08, que Banco Santander Noroeste S/A, atual denominação de Banco Noroeste S/A lhe ajuizou ação de Busca e Apreensão, objetivando o veículo marca Ford, modelo Verona, ano/modelo 1994, cor branca, placas BYB-2511 (São Paulo), chassi nº 9BFZZZ54ZRB158187, o qual foi alienado fiduciariamente ao requerente. Ajuizada a ação, apreendido o bem e estando o requerido em lugar incerto e não sabido, foi deferida a citação por edital, para que em 03 dias, a fluir após o prazo supra, apresente contestação ou se já tiver pago 40% do preço, requerer a purgação da mora, sob pena de presumirem-se como verdadeiros os fatos alegados. Será o presente edital, afixado e publicado, na forma da lei. São Paulo, 31/05/2004.

Santo Amaro / SP. 2º Ofício Cível. Citação e Intimação. Prazo 20 dias. Proc. orto, Juiz de Direito da 2ª Vara Cível de Santo Amaro, Faz Saber a Joã ansan, que os autos de ação de Proced. Sumário, ajuizada por Condomíni Lencontram-se em fase de execução da quantia de R$ 37.738,56 (jun/02) gnotado, expede-se edital, p/ que em 24hs, a fluir dos 20 dias, paguem (, sob pena de converter-se em penhora o arresto procedido sobre: Direito o Apto 111, 11º andar do Edifício Campo Grande, bloco 4, integrante do Cond ronzo's, 6675, Santo Amaro, cf. direito a uma vaga de garagem, matrícul tido, tarifa-se executados 10 dias, independente de nova intimação, p o presente, intimados de que estão investidos na condição de depositário lo e publicado. SP, 26/05/04.

JUCESP PROTOCOLO 849131/04-6

VARIG LOGÍSTICA S.A.

CNPJ nº 04.066.143/0001-57

Relatório da Administração

Em cumprimento às disposições legais e estatutárias apresentamos a V.Sas., as demonstrações financeiras encerradas em 31 de dezembro de 2003 e 2002. As demonstrações fin independentes encontram-se na sede da Companhia. Colocamo-nos à disposição dos Srs. Acionistas para quaisquer esclarecimentos.

Balanços Patrimoniais Levantados em 31 de Dezembro de 2003 e de 2002 (Em milhares de reais)

Ativo	2003	2002
Circulante		
Disponibilidades	8.178	302
Títulos e valores mobiliários	8.652	–
Depósito em caução	–	17.919
Contas a receber	95.862	100.901
Outras contas a receber	–	166
Empresas relacionadas	22.130	3.660
Estoques	1.117	593
Depósitos especiais	8.321	6.023
Impostos a recuperar	578	9.607
Despesas antecipadas	6.967	2.078
Total do Circulante	152.775	141.467
Realizável a Longo Prazo		
Impostos a recuperar	11.333	73
Depósitos judiciais	1.089	–
Total do Realizável a Longo Prazo	12.422	73
Permanente		
Imobilizado	45.688	40.026
Diferido	–	1.690
Total do Permanente	45.688	41.716
Total do Ativo	**210.887**	**183.256**

Passivo	2003	2002
Circulante		
Empréstimos e financiamentos	2.148	30.759
Fornecedores	9.103	13.055
Financiamentos de obrigações fiscais	4.948	10.035
Taxas, impostos e contribuições	12.528	24.816
Salários e encargos sociais	4.224	7.068
Arrendamento mercantil	23.664	40.301
Empresas relacionadas	58.932	3.731
Contas a pagar	5.888	1.794
Transportes a executar	10.158	8.263
Provisões de legislação social e outras	8.564	5.036
Total do Circulante	140.093	144.858
Exigível a Longo Prazo		
Empréstimos e financiamentos	11.337	8.948
Financiamentos de obrigações fiscais	35.692	7.525
Provisão para benefícios de aposentadoria	5.246	1.275
Provisão para contingências	2.860	1.429
Empresas relacionadas	1.852	2.000
Total do Exigível a Longo Prazo	57.087	21.177
Patrimônio Líquido		
Capital social realizado	251.832	29.155
Prejuízos acumulados	(226.040)	(214.467)
Adiantamento para futuro aumento de capital	–	202.677
Total do Patrimônio Líquido	5.792	17.365
Total do Passivo	**210.987**	**183.256**

As notas explicativas são parte integrante das demonstrações financeiras

Demonstrações das Mutações do Patrimônio Líquido para os Exercícios Findos em 31 de Dezembro de 2003 e de 2002 (Em milhares de reais)

	Capital social realizado	Prejuízos acumulados	Adiantamento para futuro aumento de capital	Total
Saldos em 31 de Dezembro de 2001	29.155	(83.023)	–	(53.868)
Prejuízo líquido do exercício	–	(131.444)	–	(131.444)
Adiantamento para futuro aumento de capital	–	–	202.677	202.677
Saldos em 31 de Dezembro de 2002	29.155	(214.467)	202.677	17.365
Prejuízo líquido do exercício	–	(11.573)	–	(11.573)
Integralização de capital	202.677	–	(202.677)	–
Saldos em 31 de Dezembro de 2003	231.832	(226.040)	–	5.792

As notas explicativas são parte integrante das demonstrações financeiras

Notas Explicativas às Demonstrações Financeiras para os Exercícios Findos em 31 de Dezembro de 2003 e de 2002

(Valores expressos em milhares de reais, exceto quando de outra forma indicados)

1. Contexto Operacional: A VARIG Logística S.A. explora comercialmente serviços de transporte aéreo regular de cargas e malas postais (doméstico e internacional), prestar serviços de planejamento logístico e de transporte doméstico e internacional expressos, porta a porta, de documentos e encomendas e presta serviços de armazenagem e gestão de cargas. A FRB-Par Investimentos S.A., controladora da "VARIG", S.A. (Viação Aérea Rio-Grandense), VARIG Participações em Transportes Aéreos S.A. e VARIG Participações em Serviços Complementares S.A., e a TAM S.A., controladora da TAM Linhas Aéreas S.A. assinaram, em 06 de fevereiro de 2003, um Protocolo de Entendimentos objetivando uma solução conjunta para as dificuldades enfrentadas pelas empresas, advindas da grave crise que afeta a indústria de aviação comercial. O Protocolo contempla a possível criação de uma nova empresa, cujo capital será integralizado com as participações acionárias das suas assinantes nas empresas acima indicadas. Ainda como resultado do Protocolo, as empresas operacionais estão, desde 10 de março de 2003, utilizando-se do sistema de compartilhamento de vôos ("code sharing") e efetuaram uma reorganização parcial de suas rotas e frequências. Estudos desenvolvidos pelas empresas e seus assessores culminaram na apresentação ao Conselho Administrativo de Defesa Econômica - CADE, em 10 de fevereiro de 2004, de uma proposta de ações que contribuiriam para a evolução da associação entre as empresas, prevista no Protocolo de Entendimentos. As principais ações contempladas, que reconhecem as mudanças no cenário de indústria da aviação civil desde a data de assinatura do Protocolo de Entendimentos até a apresentação ao CADE, são: 1) [illegible] ão de uma sociedade prestadora de serviços (gerenciamento dos vôos c[illegible]ilhadas), com pequeno quadro de funcionários e controle igualmente [illegible] liquido entre as assinantes do Protocolo de Entendimentos, cujo objetivo será: • Aprimorar a integração das empresas, porque se refere ao sistema de compartilhamento de vôos. • Acelerar a transferência de benefícios aos consumidores, principalmente através da aceitação recíproca de bilhetes nas rotas compartilhadas. 2. Manutenção das atuais estruturas societárias e necessária gestão de caixa. Entre as ações, as principais ações adotadas incluem renegociações com arrendadores de aeronaves e principais fornecedores objetivando o alongamento e a reestruturação dos vôos, a readequação de sua frota de aeronaves e do seu quadro funcional e o Pedido de Parcelamento Especial de tributos. 2. Apresentação das Demonstrações Financeiras: As demonstrações financeiras foram elaboradas e estão sendo apresentadas em conformidade com as práticas contábeis adotadas no Brasil. 3. Principais Práticas Contábeis: a) Classificação contábil: Os direitos realizáveis e as obrigações exigíveis após 12 meses da data do balanço são considerados como de longo prazo. b) Disponibilidades: As aplicações financeiras estão avaliadas ao custo de aquisição, acrescido de rendimentos auferidos até as datas de encerramento dos exercícios. c) Provisão para créditos de liquidação duvidosa: Constituída de acordo com a avaliação do grau de risco de realização dos créditos com os clientes, incluindo créditos de empresas em processo de falência, concordata ou cobrança judicial, sendo o seu montante considerado suficiente para a cobertura de eventuais perdas na realização das contas a receber. d) Demais

4. Transações com Partes Relacionadas:

	Ativo		Passivo				Resultado operacional	
	Curto prazo		Curto prazo		Longo prazo			
	2003	2002	2003	2002	2003	2002	2003	2002
* VARIG", S.A. (Viação Aérea Rio-Grandense)	22.041	3.449	–	–	1.522	2.000	(249.863)	(279.820)
F. RB-Par Investimentos Ltda.	21	–	–	725	–	–	(100)	(112)
Fundação Ruben Berta	–	–	154	12	–	–	(1.290)	(393)
Pantanal Linhas Aéreas S.A.	–	–	21.503	1.751	–	–	(21.548)	(21.649)
Nordeste Linhas Aéreas S.A.	–	–	5.364	1.243	–	–	(4.828)	(4.839)
V. EM - Varig Engenharia e Manutenção S.A.	–	–	26.434	–	–	–	(30.049)	(36.821)
G. ATA - Serviços Auxiliares de Transporte Aéreo S.A.	–	219	2.877	–	–	–	(17.866)	(6.238)
A. Hadous e Brasil Ltda.	12	6	–	–	–	–	12	6
Companhia Tropical de Hotéis	26	8	–	–	–	–	(7)	(9)
Companhia Tropical de Hotéis da Amazônia	30	2	–	–	–	–	(24)	(45)
	22.130	3.660	56.932	3.731	1.522	2.000	(375.562)	(352.008)

a) A Companhia depende significativamente da "VARIG", S.A. (Viação Aérea Rio-Grandense) para a prestação de seus serviços, uma vez que efetua o arrendamento dos pontos das aeronaves desta. Os valores a receber da "VARIG", S.A. (Viação Aérea Rio-Grandense) em 31 de dezembro de 2003 referem-se, principalmente, ao repasse de receita internacional de cargas e vendas pela controladora, líquidos do custo de prestação dos serviços de transporte de cargas e repasse de obrigações comerciais, originalmente lançadas pelos credores contra a controladora. Os valores a pagar para a Rio Sul Linhas Aéreas S.A. e para a Nordeste Linhas Aéreas S.A. referem-se a arrendamentos dos pontos de aeronaves, utilizados para a prestação de serviços de transporte de cargas. Tais serviços estão fundamentados em contratos, vigentes por período indeterminado. Os volumes de compromissos futuros, devidos no exercício de 2004, decorrentes dos arrendamentos de pontos de aeronaves

Os vencimentos a longo prazo estão demonstrados como segue:

	R$
2005	2.554
2006	2.800
2007	2.943
2008	2.729
2009	210
	11.376

7. Financiamentos de Obrigações Fiscais: A composição dos financiamentos de obrigações fiscais é como segue:

	2003	2002
Contribuição para o Financiamento da Seguridade Social - COFINS	–	14.549
Programa de Integração Social - PIS	–	3.008
PAES - Parcelamento Especial	27.298	–

Demonstrações do Re
Dezembro de 2003 e de 2002

Receitas Operacionais	
Receitas de cargas	
Outras receitas	
Impostos sobre a receita	
Receita Operacional Líquid	
Custos dos Serviços Presta	
Custos de vôo	
Outras despesas operacionais	
Lucro Bruto	
Despesas Operacionais	
Despesas comerciais	
Despesas administrativas	
Honorários de administração	
Resultado da Alienação	
Receitas (Despesas) Financei e Variações Monetárias	
Receitas financeiras	
Despesas financeiras	
Variações monetárias e cambiais	
Impostos sobre receitas financ. en	
Outras Receitas (Despesas) Operacionais, Líquidas	(5.413)
Resultado Operacional	(1.095)
Resultado não Operacional	(1.578)
Prejuízo Líquido de Exercício	(11.573)
Prejuízo por Ação no Fim de Exercício - R$	0,05

As notas explicativas são parte integrante das demonstrações financeiras

Demonstrações das Origens e Aplicações de Recursos para os Exercícios Findos em 31 de Dezembro de 2003 e de 2002 (Em milhares de reais)

	2003	2002
Origens de Recursos		
Das operações sociais (vide abaixo)	5.561	–
Dos acionistas:		
Aumento ou transf. para o exigível a longo prazo	30.460	18.49
Adiantamento para futuro aumento de capital	–	202.67
Total das Origens	36.021	221.16
Aplicações de Recursos		
Nas operações sociais (vide abaixo)	–	118.85
No ativo permanente:		
Imobilizado	15.705	19.05
Diferido	–	17
Aumento ou transf. para o realizável a longo prazo	12.349	5
Total das Aplicações	28.054	137.97
Aumento do Capital Circulante Líquido	7.967	83.19
Representado por:		
Capital circulante no fim do exercício:		
Ativo circulante	152.776	141.46
Passivo circulante	148.984	144.86
	3.792	(3.39
Capital circulante no início do exercício	(4.200)	(86.58
Aumento do Capital Circulante Líquido	7.992	83.19
Demonstração dos Recursos Gerados (Aplicados) nas Operações Sociais		
Prejuízo líquido do exercício	(11.573)	(131.44
Itens que não alteram o capital circulante líquido:		
Depreciações e amortizações	10.186	8.11
Alienação de ativo imobilizado	271	3
Provisão para benefícios de aposentadoria	3.971	1.2
Provisão para contingências	1.431	1.4
Baixa do diferido	1.275	1.6
Recursos Gerados (Aplicados) nas Oper. Sociais	5.561	(118.6

As notas explicativas são parte integrante das demonstrações financeira

8. Arrendamento Mercantil: Os saldos a pagar de arrendamentos operacionais de aeronaves e motores e reserva de manutenção, em 31 de dezembro de 2003 e de 2002, são como segue:

	2003	200
Arrendamento de aeronaves e motores:		
Pegasus Aviation I, Inc.	17.425	21.9
Finova Capital Corporation (anteriormente denominada Frop-Five, Ltd.)	16.143	18.4
Skymaster Air Lines Ltda.	86	
	33.654	40.3

As operações de arrendamento e subarrendamento estão denominadas dólares norte-americanos. A Companhia tem em suas operações arrendamento de duas aeronaves 727-200 e três DC-10 contratadas como "leasing" operacional, contabilizando os valores das correspondentes contraprestações resultado do exercício. Os contratos de arrendamento de aeronaves e mot estão originalmente contratados em nome da controladora "VARIG", (Viação Aérea Rio-Grandense). Os volumes de compromissos decorrentes arrendamentos operacionais, em 31 de dezembro de 2003, totalizam R$ 18.800, integralmente devidos no exercício de 2004. Os custos de arrendamento operacional, os quais estão registrados na demonstração do resultado como parte do custo operacional de vôo, totalizaram R$ 318.270 em 31 de dezembro de 2003 (R$ 390.656 em 2002). Os contratos de arrendamento operacional requerem depósitos em garantia e/ou depósitos para reserva de manutenção no valor de R$ 1.875 em 2003 (R$ 2.052 em 2002).

9. Imposto de Renda e Contribuição Social: Em 31 de dezembro de 200 saldos de prejuízos fiscais e base negativa de contribuição social, para os q não há prazo-limite para utilização, são como segue:

Ano	Imposto de renda	Contribuiç
2001	82.575	82.5
2002	82.663	82.6
2003	22.567	22.5
	187.805	187.7

10. Capital Social: O capital social, subscrito e integralizado em 31 de dezembro de 2003, representado por ações em valor nominal, está composto

Ações	Quantidade	
Ordinárias	213.670.922	213.6
Preferenciais	18.160.000	18.1
	231.830.922	231.8

De acordo com o estatuto social da Companhia, as acionistas titulare ações de qualquer espécie têm o direito a dividendos de, no mínimo, 25% o lucro líquido do exercício, computados de acordo com as práticas contá adotadas no Brasil, ou 6% ao ano, não cumulativos, calculados sobre o c global da espécie e rateados entre os respectivos titulares, caso seja maio o dividendo mínimo. As ações preferenciais não têm direito a voto; todavia, prioridade no reembolso do capital e dividendos 10% maiores que os atrib aos detentores de ações ordinárias (artigo 17, inciso I, da Lei nº 6.404/76 redação dada pela Lei nº 9.457/97). De acordo com o Código Brasileiro de náutica (artigo 181, § 1º), as ações preferenciais em nenhuma hipótese ad tir direito de voto e jamais poderão ser conversíveis em ações ordinárias nte Assembléia Geral Extraordinária realizada em 10 de novembro de 2 controladora "VARIG", S.A. (Viação Aérea Rio-Grandense) e a acionista m tária FRB-Par Investimentos S.A. aumentaram o capital social da Comp

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VARIG Logística S.A.

Demonstrações Financeiras
Referentes aos Exercícios Findos em
31 de Dezembro de 2003 e de 2002 e
Parecer dos Auditores Independentes

Deloitte Touche Tohmatsu Auditores Independentes

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PARECER DOS AUDITORES INDEPENDENTES

Aos Acionistas e Diretores da
VARIG Logística S.A.
São Paulo - SP

1. Examinamos os balanços patrimoniais da VARIG Logística S.A., levantados em 31 de dezembro de 2003 e de 2002, e as respectivas demonstrações do resultado, das mutações do patrimônio líquido e das origens e aplicações de recursos correspondentes aos exercícios findos naquelas datas, elaborados sob a responsabilidade de sua Administração. Nossa responsabilidade é a de expressar uma opinião sobre essas demonstrações financeiras.

2. Nossos exames foram conduzidos de acordo com as normas brasileiras de auditoria e compreenderam: (a) o planejamento dos trabalhos, considerando a relevância dos saldos, o volume de transações e os sistemas contábil e de controles internos da Companhia; (b) a constatação, com base em testes, das evidências e dos registros que suportam os valores e as informações contábeis divulgados; e (c) a avaliação das práticas e das estimativas contábeis mais representativas adotadas pela Administração da Companhia, bem como da apresentação das demonstrações financeiras tomadas em conjunto.

3. Em nossa opinião, as demonstrações financeiras referidas no parágrafo 1 representam adequadamente, em todos os aspectos relevantes, a posição patrimonial e financeira da VARIG Logística S.A. em 31 de dezembro de 2003 e de 2002, o resultado de suas operações, as mutações de seu patrimônio líquido e as origens e aplicações de seus recursos correspondentes aos exercícios findos naquelas datas, de acordo com as práticas contábeis adotadas no Brasil.

4. Conforme descrito na nota explicativa nº 8, parte substancial das operações da Companhia está representada por transações efetuadas com a sua controladora "VARIG", S.A. (Viação Aérea Rio-Grandense), da qual também possui dependência para realização de certas operações comerciais. A controladora incorreu em um expressivo prejuízo líquido no exercício findo em 31 de dezembro de 2003 e, naquela data, apresenta uma posição de passivo a descoberto. As demonstrações financeiras da Companhia em 31 de dezembro de 2003 assumem a continuidade dessas transações com sua controladora.

São Paulo, 20 de fevereiro de 2004

DELOITTE TOUCHE TOHMATSU
Auditores Independentes
CRC nº 2 SP 011609/O-8

Ismar de Moura
Contador
CRC nº 1 SP 179631/O-2

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VARIG LOGÍSTICA S.A.

BALANÇOS PATRIMONIAIS LEVANTADOS EM 31 DE DEZEMBRO DE 2003 E DE 2002
(Em milhares de reais)

ATIVO	2003	2002	PASSIVO	2003	2002
CIRCULANTE			CIRCULANTE		
Disponibilidades	8.178	302	Empréstimos e financiamentos	2.149	30.759
Títulos e valores mobiliários	8.652	-	Fornecedores	9.103	13.055
Depósito em caução	-	17.919	Financiamentos de obrigações fiscais	4.548	10.033
Contas a receber	96.892	100.901	Taxas, impostos e contribuições	12.528	24.816
Outras contas a receber	-	166	Salários e encargos sociais	4.224	7.066
Empresas relacionadas	22.130	3.680	Arrendamento mercantil	33.654	40.351
Estoques	1.117	593	Empresas relacionadas	58.932	3.731
Depósitos especiais	8.331	6.223	Contas a pagar	5.888	1.794
Impostos a recuperar	579	9.607	Transportes a executar	10.158	8.053
Despesas antecipadas	6.897	2.076	Provisões da legislação social e outras	6.854	5.038
Total do circulante	152.776	141.467	Total do circulante	148.038	144.696
REALIZÁVEL A LONGO PRAZO			EXIGÍVEL A LONGO PRAZO		
Impostos a recuperar	11.333	73	Empréstimos e financiamentos	11.337	8.946
Depósitos judiciais	1.089	-	Financiamentos de obrigações fiscais	35.992	7.525
Total do realizável a longo prazo	12.422	73	Provisão para benefícios de aposentadoria	5.246	1.275
			Provisão para contingências	2.860	1.429
PERMANENTE			Empresas relacionadas	1.622	2.020
Imobilizado	45.689	40.026	Total do exigível a longo prazo	57.057	21.195
Diferido	-	1.690			
Total do permanente	45.689	41.716	PATRIMÔNIO LÍQUIDO		
			Capital social realizado	231.832	29.155
			Prejuízos acumulados	(226.040)	(214.467)
			Adiantamento para futuro aumento de capital	-	202.677
			Total do patrimônio líquido	5.792	17.365
TOTAL DO ATIVO	210.887	183.256	TOTAL DO PASSIVO	210.887	183.256

As notas explicativas são parte integrante das demonstrações financeiras.

Edson Arruda de Faria e Albuquerque
Diretor de Administração, Finanças e Controle
VARIG LOGÍSTICA S.A.

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VARIG LOGÍSTICA S.A.

DEMONSTRAÇÕES DO RESULTADO
PARA OS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 E DE 2002
(Em milhares de reais, exceto o prejuízo por ação)

	2003	2002
RECEITAS OPERACIONAIS		
Receitas de cargas	1.210.059	1.177.112
Outras receitas	83.106	78.324
Impostos sobre a receita	(38.700)	(34.464)
RECEITA OPERACIONAL LÍQUIDA	1.254.465	1.220.972
CUSTOS DOS SERVIÇOS PRESTADOS		
Custos de vôo	(764.471)	(853.352)
Outras despesas operacionais	(46.137)	(54.462)
	(810.608)	(907.814)
LUCRO BRUTO	443.857	313.158
DESPESAS OPERACIONAIS		
Despesas comerciais	(397.652)	(381.150)
Despesas administrativas	(42.023)	(44.117)
Honorários da Administração	(1.258)	(1.939)
RESULTADO DA ATIVIDADE	2.924	(114.048)
RECEITAS (DESPESAS) FINANCEIRAS E VARIAÇÕES MONETÁRIAS		
Receitas financeiras	8.049	1.909
Despesas financeiras	(12.118)	(13.061)
Variações monetárias e cambiais, líquidas	(2.487)	(8.936)
Impostos sobre receitas financeiras e variações monetárias	(950)	(1.775)
	(7.506)	(21.863)
OUTRAS RECEITAS (DESPESAS) OPERACIONAIS, LÍQUIDAS	(5.413)	-
RESULTADO OPERACIONAL	(9.995)	(135.911)
RESULTADO NÃO OPERACIONAL	(1.578)	4.467
PREJUÍZO LÍQUIDO DO EXERCÍCIO	(11.573)	(131.444)
PREJUÍZO POR AÇÃO NO FIM DO EXERCÍCIO - R$	(0,05)	(4,51)

As notas explicativas são parte integrante das demonstrações financeiras.

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VARIG LOGÍSTICA S.A.

DEMONSTRAÇÕES DAS MUTAÇÕES DO PATRIMÔNIO LÍQUIDO
PARA OS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 E DE 2002
(Em milhares de reais)

	Capital social realizado	Prejuízos acumulados	Adiantamento para futuro aumento de capital	Total
SALDOS EM 31 DE DEZEMBRO DE 2001	29.155	(83.023)	-	(53.868)
Prejuízo líquido do exercício	-	(131.444)	-	(131.444)
Adiantamento para futuro aumento de capital	-	-	202.677	202.677
SALDOS EM 31 DE DEZEMBRO DE 2002	29.155	(214.467)	202.677	17.365
Prejuízo líquido do exercício	-	(11.573)	-	(11.573)
Integralização de capital	202.677	-	(202.677)	-
SALDOS EM 31 DE DEZEMBRO DE 2003	231.832	(226.040)	-	5.792

As notas explicativas são parte integrante das demonstrações financeiras.

Edson Arruda de Faria e Albuquerque
Diretor de Administração, Finanças
e Controle
VARIG LOGÍSTICA S.A.

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VARIG LOGÍSTICA S.A.

DEMONSTRAÇÕES DAS ORIGENS E APLICAÇÕES DE RECURSOS
PARA OS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 E DE 2002
(Em milhares de reais)

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	2003	2002
ORIGENS DE RECURSOS		
Das operações sociais (vide abaixo)	5.561	-
Dos acionistas:		
Aumento ou transferência para o exigível a longo prazo	30.460	18.491
Adiantamento para futuro aumento de capital	-	202.677
Total das origens	36.021	221.168
APLICAÇÕES DE RECURSOS		
Nas operações sociais (vide abaixo)	-	118.652
No ativo permanente:		
Imobilizado	15.705	19.062
Diferido	-	172
Aumento ou transferência para o realizável a longo prazo	12.349	51
Total das aplicações	28.054	137.937
AUMENTO DO CAPITAL CIRCULANTE LÍQUIDO	7.967	83.231
REPRESENTADO POR		
Capital circulante no fim do exercício:		
Ativo circulante	152.776	141.467
Passivo circulante	148.038	144.696
	4.738	(3.229)
Capital circulante no início do exercício	(3.229)	(86.460)
AUMENTO DO CAPITAL CIRCULANTE LÍQUIDO	7.967	83.231
DEMONSTRAÇÃO DOS RECURSOS GERADOS (APLICADOS) NAS OPERAÇÕES SOCIAIS		
Prejuízo líquido do exercício	(11.573)	(131.444)
Itens que não afetam o capital circulante líquido:		
Depreciações e amortizações	10.186	8.134
Alienação de ativo imobilizado	271	334
Provisão para benefícios de aposentadoria	3.971	1.275
Provisão para contingências	1.431	1.429
Baixa do diferido	1.275	1.620
RECURSOS GERADOS (APLICADOS) NAS OPERAÇÕES SOCIAIS	5.561	(118.652)

Edson Arruda de Faria
Diretor de Administração e Finanç
VARIG LOGÍSTICA S.A

As notas explicativas são parte integrante das demonstrações financeiras.

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VARIG LOGÍSTICA S.A.

NOTAS EXPLICATIVAS ÀS DEMONSTRAÇÕES FINANCEIRAS
PARA OS EXERCÍCIOS FINDOS EM 31 DE DEZEMBRO DE 2003 E DE 2002
(Valores expressos em milhares de reais, exceto quando de outra forma indicado)

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1. CONTEXTO OPERACIONAL

A VARIG Logística S.A. explora comercialmente serviços de transporte aéreo regular de cargas e malas postais (doméstico e internacional), presta serviços de planejamento logístico e de transporte doméstico e internacional expressos, porta a porta, de documentos e encomendas e presta serviços de armazenagem e gestão de cargas.

A FRB-Par Investimentos S.A., controladora da "VARIG", S.A. (Viação Aérea Rio-Grandense), VARIG Participações em Transportes Aéreos S.A. e VARIG Participações em Serviços Complementares S.A., e a TAM S.A., controladora da TAM Linhas Aéreas S.A., assinaram, em 6 de fevereiro de 2003, um Protocolo de Entendimentos objetivando uma solução conjunta para as dificuldades enfrentadas pelas empresas, em virtude da grave crise que afeta a indústria de aviação comercial. O Protocolo contempla a possível criação de uma nova empresa, cujo capital seria integralizado com as participações acionárias das suas assinantes nas empresas acima indicadas. Ainda como resultado do Protocolo, as empresas operacionais estão, desde 10 de março de 2003, utilizando-se do sistema de compartilhamento de vôos ("code sharing") e efetuaram uma reorganização parcial de suas rotas e freqüências.

Estudos desenvolvidos pelas empresas e seus assessores culminaram na apresentação ao Conselho Administrativo de Defesa Econômica - CADE, em 10 de fevereiro de 2004, de uma proposta de ações que contribuiriam para a evolução da associação entre as empresas, prevista no Protocolo de Entendimentos. As principais ações contempladas, que reconhecem as mudanças no cenário da indústria da aviação civil desde a data de assinatura do Protocolo de Entendimentos até a apresentação ao CADE, são:

1. Criação de uma sociedade prestadora de serviços (gerenciamento dos vôos compartilhados), com pequeno quadro de funcionários e controle igualmente distribuído entre as assinantes do Protocolo de Entendimentos, cujos objetivos serão:

   - Aprimorar a integração das empresas, no que se refere ao sistema de compartilhamento de vôos.

   - Acelerar a transferência de benefícios aos consumidores, principalmente através da aceitação recíproca de bilhetes nas rotas compartilhadas.

2. Manutenção das atuais estruturas societárias e gestão individual das empresas operacionais por um prazo estimado em até 24 meses. Nesse período será avaliada a viabilidade de uma futura fusão de ativos e passivos das empresas.

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Em adição aos entendimentos com empresa congênere, anteriormente resumidos, a Administração da Companhia implementou uma série de ações para o restabelecimento do seu equilíbrio econômico-financeiro e da sua posição patrimonial, a recuperação da sua lucratividade e a necessária geração de caixa. Entre outras, as principais ações adotadas incluem renegociações com arrendadoras de aeronaves e principais fornecedores objetivando o alongamento e a reestruturação de suas dívidas, a readequação da sua frota de aeronaves e do seu quadro funcional e o Pedido de Parcelamento Especial de tributos.

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2. APRESENTAÇÃO DAS DEMONSTRAÇÕES FINANCEIRAS

As demonstrações financeiras foram elaboradas e estão sendo apresentadas em conformidade com as práticas contábeis adotadas no Brasil.

3. PRINCIPAIS PRÁTICAS CONTÁBEIS

a) Classificação contábil

Os direitos realizáveis e as obrigações exigíveis após 12 meses da data do balanço são considerados como de longo prazo.

b) Disponibilidades

As aplicações financeiras estão avaliadas ao custo de aquisição, acrescido dos rendimentos auferidos até as datas de encerramento dos exercícios.

c) Provisão para créditos de liquidação duvidosa

Constituída de acordo com a avaliação do grau de risco de realização dos créditos com os clientes, incluindo créditos de empresas em processo de falência, concordata ou cobrança judicial, sendo o seu montante considerado suficiente para a cobertura de eventuais perdas na realização das contas a receber.

d) Demais ativos circulantes e realizáveis a longo prazo

Os demais ativos circulantes e realizáveis a longo prazo são demonstrados aos valores de custo ou realização, incluindo, quando aplicável, os rendimentos auferidos.

e) Estoques

São avaliados pelo custo médio das compras, ou valor de mercado, entre esses o que for menor.

f) Transações em moeda estrangeira

São contabilizadas pela taxa de conversão do dia da transação. Ativos e passivos denominados em moedas estrangeiras são convertidos em reais utilizando as taxas de câmbio em vigor nas datas de encerramento dos exercícios.

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g) Ativos e passivos sujeitos à atualização monetária

Contas sujeitas à atualização monetária são atualizadas com base nos índices definidos legalmente ou em contrato.

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h) Imobilizado

É avaliado pelo custo e as depreciações são computadas pelo método linear, tomando-se por base a vida útil estimada dos bens. Melhorias nos bens existentes são capitalizadas, enquanto custos de manutenção e reparo são lançados no resultado. Materiais alocados a projetos específicos são adicionados às imobilizações em andamento.

i) Contratos de arrendamento de aeronaves

Os encargos mensais com arrendamento de aeronaves são reconhecidos no resultado pelo regime de competência.

j) Imposto de renda e contribuição social

São computados com base nas disposições da legislação vigente, às alíquotas aplicáveis. Impostos diferidos ativos e passivos são reconhecidos sobre prejuízos fiscais, base negativa de contribuição social e diferenças temporais na extensão em que a sua realização seja provável.

k) Provisões

A provisão para manutenção de equipamentos de vôo é constituída com base nas horas voadas e representa cobertura dos custos a realizar com manutenções futuras.

Provisões para contingências relacionadas a processos trabalhistas, tributários, cíveis e comerciais, nas instâncias administrativa e judicial, são reconhecidas tendo como base as opiniões dos assessores legais e as melhores estimativas da Administração sobre o provável resultado dos processos pendentes nas datas de encerramento dos exercícios.

Provisões para indenizações por não-cumprimento de performance, previstas contratualmente, são registradas com base no número de reclamações históricas e melhores estimativas da Administração.

l) Reconhecimento da receita

As receitas de vendas são reconhecidas quando da efetiva prestação de serviço, e os valores correspondentes àquelas cujos serviços ainda não foram prestados permanecem na conta "Transportes a executar" no passivo circulante.

m) Plano de pensão

A Companhia patrocina um plano de contribuição definida para seus funcionários. Os custos correntes, referentes ao plano de contribuição definida, são determinados pelo montante da contribuição requerida para o período e contabilizados pelo regime de competência.

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n) Demais passivos circulantes e exigíveis a longo prazo

Os demais passivos circulantes e exigíveis a longo prazo são demonstrados pelos valores conhecidos ou exigíveis, acrescidos, quando aplicável, dos respectivos encargos e variações monetárias.

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o) Prejuízo por ação

Calculado com base no número de ações nas datas de encerramento dos exercícios.

p) Uso de estimativas

A preparação das demonstrações financeiras requer que a Administração faça estimativas e adote premissas relacionadas com ativos e passivos reportados, divulgação de ativos e passivos contingentes nas datas das demonstrações financeiras e montantes reportados de receitas e despesas para os respectivos períodos. Resultados reais podem diferir dessas estimativas.

q) Demonstrações financeiras do exercício anterior

As demonstrações financeiras referentes ao exercício findo em 31 de dezembro de 2002 foram reclassificadas, quando aplicável, para fins de comparabilidade.

4. TÍTULOS E VALORES MOBILIÁRIOS

O saldo no montante de R$8.652 refere-se a aplicações em debêntures adquiridas da SantosPar Investimentos, Participações e Negócios S.A., com remuneração de 102% da taxa de juros dos Depósitos Interfinanceiros - taxa DI. O prazo da aplicação é por tempo indeterminado.

5. CONTAS A RECEBER

As contas a receber têm a seguinte composição:

	2003	2002
No país	87.221	68.131
No exterior	32.818	50.907
Provisão para créditos de liquidação duvidosa	(23.147)	(18.137)
	96.892	100.901

6. DEPÓSITOS ESPECIAIS

	2003	2002
Garantia para aquisição de aeronaves	6.656	3.586
Garantia de contratos de arrendamento	1.675	2.062
Depósitos judiciais	-	575
	8.331	6.223

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O saldo de R$6.656 refere-se a adiantamentos efetuados à Platinum Commercial Air Group, Inc. para aquisição de duas aeronaves 727-200, com previsão de entrega para o primeiro semestre de 2004.

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7. IMPOSTOS A RECUPERAR

	2003	2002
Imposto sobre Circulação de Mercadorias e Serviços - ICMS	11.201	9.460
Imposto de Renda Retido na Fonte - IRRF	711	187
Programa de Integração Social - PIS	-	33
	11.912	9.680
Menos- Parcela do circulante	(579)	(9.607)
Longo prazo	11.333	73

A Companhia, em virtude da impossibilidade de compensação dos créditos de ICMS no curso normal de suas operações em alguns estados federativos, encontra-se em processo de negociação para venda dos referidos créditos a terceiros. Com base nas negociações em andamento, a Administração constituiu provisão para perda, com o objetivo de suportar eventuais deságios a serem incorridos quando da efetivação das negociações.

8. TRANSAÇÕES COM PARTES RELACIONADAS

	Ativo		Passivo				Resultado operacional	
	Curto prazo		Curto prazo		Longo prazo			
	2003	2002	2003	2002	2003	2002	2003	2002
"VARIG", S.A. (Viação Aérea Rio-Grandense)	22.041	3.449	-	-	1.622	2.020	(249.863)	(279.820)
FRB-Par Investimentos Ltda.	21	-	-	725	-	-	(100)	(112)
Fundação Ruben Berta	-	-	154	12	-	-	(1.290)	(393)
Rio Sul Linhas Aéreas S.A.	-	-	21.503	1.751	-	-	(21.646)	(21.646)
Nordeste Linhas Aéreas S.A.	-	-	5.964	1.243	-	-	(4.829)	(4.829)
VEM - Varig Engenharia e Manutenção S.A.	-	-	28.434	-	-	-	(30.049)	(38.921)
SATA - Serviços Auxiliares de Transporte Aéreo S.A.	-	215	2.877	-	-	-	(17.866)	(6.239)
Amadeus Brasil Ltda.	12	6	-	-	-	-	12	6
Companhia Tropical de Hotéis	26	8	-	-	-	-	(7)	(9)
Companhia Tropical de Hotéis da Amazônia	30	2	-	-	-	-	(24)	(45)
	22.130	3.680	58.932	3.731	1.622	2.020	(325.662)	(352.008)

A Companhia depende significativamente da "VARIG", S.A. (Viação Aérea Rio-Grandense) para a prestação de seus serviços, uma vez que efetua o arrendamento dos porões das aeronaves desta.

Os valores a receber da "VARIG", S.A. (Viação Aérea Rio-Grandense) em 31 de dezembro de 2003 referem-se, principalmente, ao repasse da receita internacional de cargas recebidas pela controladora, líquidos do custo da prestação dos serviços de transporte de cargas e repasse de obrigações comerciais, originalmente faturados pelos credores contra a controladora.

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Os valores a pagar para a Rio Sul Linhas Aéreas S.A. e para a Nordeste Linhas Aéreas S.A. referem-se a arrendamentos dos porões de aeronaves, utilizados para a prestação de serviços de transporte de cargas. Tais serviços estão fundamentados em contratos, vigentes por período indeterminado.

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Os volumes de compromissos futuros, devidos no exercício de 2004, decorrentes dos arrendamentos de porões de aeronaves efetuados à "VARIG", S.A. (Viação Aérea Rio-Grandense), Rio Sul Linhas Aéreas S.A. e Nordeste Linhas Aéreas S.A. totalizam, R$277.912, R$21.646 e R$4.829, respectivamente.

Os valores a pagar para a VEM - Varig Engenharia e Manutenção S.A. referem-se à prestação de serviços de manutenção de aeronaves.

As obrigações classificadas no longo prazo a pagar para a controladora em 31 de dezembro de 2003 correspondem a mútuo por assunção de dívida da Companhia com a INFRAERO. Sobre o saldo devedor incidem juros de 101% da taxa DI.

Considerando-se a concentração e as características específicas do mercado de arrendamento de porões e manutenção de aeronaves, a Administração da Companhia acredita que as transações efetuadas com partes relacionadas têm bases semelhantes àquelas que poderiam ser realizadas com terceiros na eventualidade da existência de oferta de mercado.

9. IMOBILIZADO

		2003			2002
	Taxa anual de depreciação - %	Custo	Depreciação acumulada	Líquido	Líquido
Imobilizado técnico próprio:					
Equipamentos de vôo próprios	13	30.082	(2.934)	27.148	15.935
Benfeitorias em aeronaves de terceiros	5 a 10	1.392	(1.334)	58	448
Equipamentos terrestres	10 a 20	30.105	(16.838)	13.267	17.638
Benfeitorias em imóveis de terceiros	10 a 15	6.891	(2.095)	4.796	5.478
Imóveis	10 a 11	254	(79)	175	178
Veículos	20	67	(44)	23	35
		68.791	(23.324)	45.467	39.712
Imobilizações em andamento		222	-	222	314
		69.013	(23.324)	45.689	40.026

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10. EMPRÉSTIMOS E FINANCIAMENTOS

	2003	2002
Contas garantidas	-	29.125
Aquisição de aeronaves	13.486	10.580
Menos- Parcela do circulante	(2.149)	(30.759)
Longo prazo	11.337	8.946

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O saldo de empréstimos, no montante de R$29.125 em 31 de dezembro de 2002, refere-se à utilização de contas garantidas, com juros mensais variando de 1,82% a 3,11%.

Os financiamentos estavam garantidos por nota promissória avalizada pela controladora "VARIG", S.A. (Viação Aérea Rio-Grandense) e depósito em caução de aplicação financeira.

O saldo a pagar por aquisição de aeronaves refere-se à compra de duas aeronaves 727-200 da empresa Platinum Commercial Air Group, Inc. efetuada em 11 de julho de 2002. A dívida é denominada em dólares norte-americanos e está sujeita a juros anuais de 5%. Os próprios bens foram oferecidos como garantia.

Os vencimentos a longo prazo estão demonstrados como segue:

	R$
2005	2.664
2006	2.800
2007	2.943
2008	2.720
2009	210
	11.337

11. FINANCIAMENTOS DE OBRIGAÇÕES FISCAIS

A composição dos financiamentos de obrigações fiscais é como segue:

	2003	2002
Contribuição para o Financiamento da Seguridade Social - Cofins	-	14.549
Programa de Integração Social - PIS	-	3.009
PAES - Parcelamento Especial	27.298	-
Parcelamento ICMS	13.242	-
	40.540	17.558
Menos- Parcela do circulante	(4.548)	(10.033)
Longo prazo	35.992	7.525

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a) Parcelamento de Cofins e PIS

Em 30 de julho de 2003, com base na Lei nº 10.684, de 30 de maio de 2003, a Companhia ingressou com Pedido de Parcelamento Especial - PAES na Secretaria da Receita Federal, referente a obrigações de Cofins e PIS vencidas nos períodos-base de junho, julho e setembro a dezembro de 2002 e janeiro de 2003, acrescido de multa de 10% e atualização calculada com base na variação da taxa Selic. Como conseqüência da adesão da Companhia ao PAES, o saldo devedor do parcelamento de Cofins e PIS realizado em abril de 2002 também foi consolidado no novo parcelamento. Em 30 de julho de 2003 o valor total parcelado foi de R$27.448, a ser pago em 120 parcelas mensais a partir de 31 de julho de 2003, acrescido de juros correspondentes à variação mensal da Taxa de Juros de Longo Prazo - TJLP.

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b) Parcelamento de ICMS

Durante o exercício de 2003, com base na Lei nº 4.246 de 16 de dezembro de 2003, e no Decreto nº 45.490, de 30 de novembro de 2000, a Companhia ingressou com pedido de parcelamento de seus débitos de ICMS nas Secretarias do Estado da Fazenda do Rio de Janeiro e São Paulo, respectivamente, vencidos entre os períodos de apuração de abril de 2001 a outubro de 2003, sendo os saldos devedores, quando aplicável, atualizados pela UFIR-RJ ou UFESP mais taxa Selic, acrescidos de multa. O saldo devedor do parcelamento do ICMS do Rio de Janeiro será pago em 60 parcelas mensais a partir de 31 de janeiro de 2004. A Secretaria do Estado da Fazenda do Rio de Janeiro deferiu o pedido de parcelamento em 22 de dezembro de 2003 e o pedido de diferimento à Secretaria do Estado da Fazenda de São Paulo está pendente de homologação.

Não obstante o PAES e o pedido de parcelamento de ICMS do Estado de São Paulo e os respectivos valores apresentados pela Companhia não terem sido homologados até a data de apresentação destas demonstrações financeiras, a dívida declarada foi classificada no balanço patrimonial de 31 de dezembro de 2003 assumindo a sua aceitação pelas autoridades competentes e considerando-se o prazo de liquidação estabelecido pelo programa.

Os vencimentos a longo prazo dos parcelamentos estão demonstrados como segue:

	R$
2005	5.765
2006	5.765
2007	5.765
2008	5.765
2009 em diante	12.932
	35.992

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12. TAXAS, IMPOSTOS E CONTRIBUIÇÕES

	2003	2002
Taxas e contribuições por conta de terceiros	935	2.127
ICMS	1.618	1.982
Cofins	2.075	9.191
PIS	198	1.651
Taxas aeroportuárias	7.702	9.865
	12.528	24.816

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13. ARRENDAMENTO MERCANTIL

Os saldos a pagar de arrendamentos operacionais de aeronaves e motores e reserva de manutenção, em 31 de dezembro de 2003 e de 2002, são como segue:

	2003	2002
Arrendamento de aeronaves e motores:		
Pegasus Aviation I, Inc.	17.425	21.902
Finova Capital Corporation (anteriormente denominada Prop Five, Ltd.)	16.143	18.449
Skymaster Air Lines Ltda.	86	-
	33.654	40.351

As operações de arrendamento e subarrendamento estão denominadas em dólares norte-americanos.

A Companhia tem em suas operações arrendamento de duas aeronaves 727-200 e três DC-10 contratadas como "leasing" operacional, contabilizando os valores das correspondentes contraprestações no resultado do exercício. Os contratos de arrendamento de aeronaves e motores estão originalmente contratados em nome da controladora "VARIG", S.A. (Viação Aérea Rio-Grandense).

Os volumes de compromissos decorrentes dos arrendamentos operacionais, em 31 de dezembro de 2003, totalizam R$19.800, integralmente devidos no exercício de 2004.

Os custos de arrendamento operacional, os quais estão registrados na demonstração do resultado como parte do custo operacional de vôo, totalizaram R$318.370 em 31 de dezembro de 2003 (R$390.666 em 2002).

Os contratos de arrendamento operacional requerem depósitos em garantia e/ou depósitos para reserva de manutenção no valor de R$1.675 em 2003 (R$2.062 em 2002).

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14. CONTAS A PAGAR

Os saldos de contas a pagar são como segue:

	2003	2002
Manutenção de sistemas operacionais	4.184	
Seguros a pagar	965	1.167
Promissórias a pagar - funcionários	564	274
Outras contas a pagar	175	353
	5.888	1.794

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15. IMPOSTO DE RENDA E CONTRIBUIÇÃO SOCIAL

Em 31 de dezembro de 2003, os saldos de prejuízos fiscais e base negativa de contribuição social, para os quais não há prazo-limite para utilização, são como segue:

Ano	Imposto de renda	Contribuição social
2001	82.575	82.575
2002	82.683	82.713
2003	22.567	22.567
	187.825	187.855

O imposto de renda e a contribuição social diferidos sobre prejuízos fiscais, base negativa de contribuição social e diferenças temporais são demonstrados como segue:

	2003	2002
Impostos diferidos ativos sobre:		
Prejuízos fiscais a compensar	46.956	43.138
Base negativa de contribuição social	16.907	15.533
Impostos diferidos sobre prejuízos fiscais e base negativa de contribuição social	63.863	58.671
Impostos diferidos sobre diferenças temporais ativas:		
Provisão para manutenção de equipamentos	461	56
Provisão para reserva de manutenção	-	7.058
Provisão para benefícios de aposentadoria	1.784	434
Provisão para perdas com ICMS a recuperar	1.632	-
Provisão para créditos de liquidação duvidosa	7.870	6.167
Provisão para contingências	972	486
Imposto de renda e contribuição social diferidos, ativos	76.582	72.872
Menos- Créditos não reconhecidos	(76.582)	(72.872)
Impostos diferidos ativos, líquidos	-	-

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16. CAPITAL SOCIAL

O capital social, subscrito e integralizado em 31 de dezembro de 2003, representado por ações sem valor nominal, está composto como segue:

Ações	Quantidade	R$
Ordinárias	213.670.922	213.672
Preferenciais	18.160.000	18.160
	231.830.922	231.832

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De acordo com o estatuto social da Companhia, os acionistas titulares de ações de qualquer espécie têm o direito a dividendos de, no mínimo, 25% sobre o lucro líquido do exercício, computados de acordo com as práticas contábeis adotadas no Brasil, ou 6% ao ano, não cumulativos, calculados sobre o capital global da espécie e rateados entre os respectivos titulares, caso seja maior que o dividendo mínimo. As ações preferenciais não têm direito a voto; todavia, têm prioridade no reembolso do capital e dividendos 10% maiores que os atribuídos aos detentores de ações ordinárias (artigo 17, inciso I, da Lei nº 6.404/76, com redação dada pela Lei nº 9.457/97). De acordo com o Código Brasileiro de Aeronáutica (artigo 181, § 1º), as ações preferenciais em nenhuma hipótese adquirirão direito de voto e jamais poderão ser convertidas em ações ordinárias.

Durante Assembléia Geral Extraordinária realizada em 10 de novembro de 2003, a controladora "VARIG", S.A. (Viação Aérea Rio-Grandense) e a acionista minoritária FRB-Par Investimentos S.A. aumentaram o capital social da Companhia em R$202.677, mediante a incorporação do "Adiantamento para futuro aumento de capital", com emissão de 202.676.266 ações ordinárias, sem valor nominal, guardadas as proporções existentes entre as espécies e classes de preferenciais. A acionista minoritária FRB-Par Investimentos S.A. renunciou ao direito de preferência na subscrição de ações, na proporção daquelas que possuía anteriormente.

O capital social da Companhia passou a ser de R$231.832, sendo dividido em: (a) 213.670.922 ações ordinárias; e (b) 18.160.000 ações preferenciais, estas sem direito a voto.

17. PROVISÃO PARA CONTINGÊNCIAS

A Companhia, no curso normal de suas atividades, está sujeita a processos judiciais de natureza tributária, trabalhista e cível. A Administração, apoiada na opinião de seus assessores legais e, quando aplicável, fundamentada em pareceres específicos emitidos por especialistas, avalia a expectativa do desfecho dos processos em andamento e determina a necessidade ou não de constituição de provisão para contingências.

Em 31 de dezembro de 2003, foi provisionado o montante de R$2.860 (R$1.429 em 2002), o qual, conforme a Administração, baseada na opinião dos seus assessores legais, é suficiente para fazer face às perdas esperadas com o desfecho dos processos em andamento. A classificação dos valores provisionados, segundo a natureza dos respectivos processos, é como segue:

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Natureza	2003	2002
Trabalhista	523	599
Cível	1.612	262
Fiscal	725	568
Longo prazo	2.860	1.429

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Trabalhista

Em 31 de dezembro de 2003, a Companhia estava sujeita a várias ações trabalhistas, com as mais variadas características e em diversas fases do rito processual. Com base nos pareceres emitidos pelos assessores jurídicos da Companhia e no esperado sucesso de alguns julgamentos e de negociações que se devem realizar, o montante provisionado de R$523 é considerado adequado pela Administração para fazer face às perdas esperadas.

Cível

A provisão corresponde a ações de indenização e ressarcimento por extravio, violação ou avaria de mercadorias transportadas e conseqüentes danos morais eventualmente resultantes. A totalidade das ações que se encontram em diversas fases do processo de julgamento soma R$10.776. Parte importante desse risco é coberta por seguros contratados pela Companhia. A provisão constituída em 31 de dezembro de 2003 é considerada adequada pela Administração para fazer face às prováveis perdas.

Fiscal

A provisão refere-se a autuações fiscais por responsabilidade solidária principalmente em decorrência de os agentes de cargas nacionais transportarem mercadorias sem a respectiva nota fiscal.

A Companhia era parte de um contrato de prestação de serviços para suporte técnico na implantação, no gerenciamento e na operação de rede de franquias para cargas fracionadas, com vigência de cinco anos, a partir de 28 de setembro de 2000. Em 2003 o contrato de prestação de serviços foi rescindido antecipadamente, estando a Companhia sujeita ao pagamento de multa rescisória no montante aproximado de R$2.804. Com base na opinião dos assessores legais da Companhia e melhores estimativas da Administração, nenhuma provisão foi constituída em 31 de dezembro de 2003.

18. INSTRUMENTOS FINANCEIROS

a) Valor justo de instrumentos financeiros

Os valores de realização estimados de ativos e passivos financeiros da Companhia têm sido determinados através de informações disponíveis no mercado e metodologias apropriadas de avaliação. Entretanto, considerável julgamento foi requerido na interpretação dos dados de mercado para se produzir a estimativa do valor de realização mais adequado. Conseqüentemente, as estimativas apresentadas a seguir não indicam, necessariamente, os montantes que poderão ser realizados no mercado de troca corrente. O uso de diferentes hipóteses e/ou metodologias de mercado pode ter um efeito material nos valores de realização estimados.

DENAF 1365

Em 31 de dezembro de 2003, a Companhia possuía os seguintes instrumentos financeiros:

i) Disponível, contas a receber, outros ativos circulantes e contas a pagar

O valor contabilizado aproxima-se do valor de realização.

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Doc:

ii) Financiamentos de obrigações fiscais

As condições são similares às normas usuais para taxas de financiamento de impostos e não há diferenças materiais relacionadas com taxas de juros aplicadas a financiamentos de mesma natureza. O valor estimado de mercado foi calculado tendo por base o valor presente do desembolso futuro de caixa, utilizando taxas de mercado disponíveis para operações similares. O valor estimado de mercado é o seguinte:

	2003
Parcelamento Especial - PAES:	
Valor patrimonial	27.298
Valor de mercado	18.587
Parcelamento de ICMS:	
Valor patrimonial	13.242
Valor de mercado	11.868

b) Derivativos

A Companhia não opera com instrumentos financeiros com características de derivativos.

c) Risco de crédito

A Companhia pode incorrer em perdas com valores a receber oriundos de faturamentos por prestação de serviços de transporte. Para reduzir esse risco, é realizada análise de crédito dos clientes e agentes de cargas.

Para fazer face a possíveis perdas com crédito de liquidação duvidosa, foram constituídas provisões, cujos montantes são considerados suficientes pela Administração para a cobertura desse risco.

d) Risco com taxa de câmbio

Esse risco decorre da possibilidade de a Companhia vir a incorrer em perdas por conta de flutuações nas taxas de câmbio, que reduzam valores nominais faturados ou aumentem valores captados no mercado. A estratégia da Companhia é proteger sua exposição aos riscos decorrentes da assunção de passivos denominados em moeda estrangeira com a parte substancial de seu faturamento também denominada em moeda forte.

DENAF 1364

19. PLANO DE APOSENTADORIA COMPLEMENTAR

A partir de 1º de janeiro de 2001, a Companhia tornou-se uma das patrocinadoras do Instituto Aerus de Seguridade Social ("Aerus"), através do plano de aposentadoria complementar.

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Em 10 de setembro de 2002, o Aerus enviou à Secretaria de Previdência Complementar pedido de alterações nos regulamentos dos planos de benefícios por ele administrados e patrocinados pela Companhia. As alterações, que foram aprovadas em 5 de setembro de 2002 pelo Conselho Deliberativo e pela Diretoria Executiva do Aerus, têm como objetivos principais o equacionamento do déficit técnico e a adequação das contribuições das patrocinadoras às suas situações econômico-financeiras.

As principais alterações nos regulamentos que foram aprovadas pela Secretaria de Previdência Complementar, e passaram a vigorar a partir de 1º de janeiro de 2003, referem-se à redução das contribuições das patrocinadoras, isenção de suas responsabilidades para a cobertura de eventuais déficits futuros e uniformização dos Planos I e II, que passam a ser na modalidade de contribuição definida. A cobertura da Provisão Matemática a Constituir das patrocinadoras tiveram as alterações regulamentares aprovadas através dos Ofícios SPC/CGAJ nº 2 e nº 2.083, de 3 de dezembro de 2002 e 12 de dezembro de 2002, respectivamente garantida através de contrato de dívida firmado entre as patrocinadoras e s. As alterações nos planos foram elaboradas de acordo com o artigo 17 da Lei Complementar nº 09, que estabelece que "as alterações processadas nos regulamentos dos planos aplicam-se a todos os participantes das entidades fechadas, a partir de sua aprovação pelo órgão regulador e fiscalizador, observando o direito acumulado de cada participante".

O plano patrocinado pela Companhia a seus funcionários é o Plano II - Contribuição Definida, como segue:

a) Plano II - Contribuição Definida

O plano de benefício atende 1.110 participantes ativos e 15 aposentados da Companhia. Esse plano é viabilizado através de contribuições feitas pelos participantes (empregados) e pela patrocinadora, que são creditadas em contas individuais dos participantes.

As contribuições dos participantes são como segue:

- Contribuição básica - corresponde a um percentual escolhido pelo participante, aplicado sobre o salário de participação.

- Contribuição adicional - o participante pode efetuar contribuições esporádicas, para o fundo do plano, em seu próprio nome.

Adicionalmente os benefícios do plano serão custeados por meio de receitas de aplicações do patrimônio, dotações, doações, subvenções, legados, rendas e outros pagamentos de qualquer natureza.

DENAF 1363

As contribuições da patrocinadora são como segue:

- Contribuição básica - contribuição opcional, através de um percentual definido pela patrocinadora, podendo ser zero, que incidirá sobre a contribuição básica do participante.

- Contribuição adicional - a patrocinadora poderá efetuar contribuições adicionais em nome dos participantes.

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Em adição às contribuições mencionadas, a patrocinadora efetuará contribuições destinadas à cobertura dos benefícios de risco alocadas em conta coletiva. A patrocinadora também assumirá o custeio relativo à cobertura do Compromisso Especial, ou seja, o direito acumulado dos participantes calculado através da reserva matemática ou do montante atualizado das contribuições dos participantes necessário para cobrir os custos de aposentadoria, dos dois o mais favorável a estes.

As despesas administrativas do plano serão de responsabilidade da patrocinadora não podendo ultrapassar o produto de 15% das contribuições mensais dos participantes e da própria patrocinadora.

Os benefícios previstos no novo regulamento serão ajustados com base no INPC-IBGE.

Para cada participante são mantidas três contas individuais da seguinte forma:

- Conta de participante - formada pelas contribuições básicas e adicionais efetuadas pelos participantes.

- Conta de patrocinadora 1 - formada pelo aporte do valor relativo ao Direito Acumulado (direito dos participantes inscritos no Aerus com data anterior à aprovação do novo regulamento), calculado atuarialmente com base nos dados dos participantes na data de entrada em vigor do novo regulamento, segundo as regras vigentes até o dia imediatamente anterior. Nos casos em que ocorrer transferência de participante para outro plano de benefícios administrado pelo Aerus, o saldo de conta de patrocinadora 1 será deduzido da parcela ainda não integralizada do Direito Acumulado.

- Conta de patrocinadora 2 - formada pelas contribuições básicas e adicionais da patrocinadora.

Durante o exercício de 2003, a Companhia efetuou contribuições ao plano no montante de R$393 (R$2.118 em 2002) para funcionários alocados no Brasil e R$671 para funcionários alocados no exterior (R$999 em 2002).

DE 1362

b) Contabilização de planos de pensão

A Companhia optou por registrar os passivos atuariais referentes ao plano que patrocina a partir de 1º de janeiro de 2002 em cinco anos, conforme facultado pela Deliberação CVM nº 371, de 13 de dezembro de 2000. Na avaliação atuarial dos planos foi adotado o método do crédito unitário projetado, utilizando para elaboração da avaliação atuarial dos benefícios oferecidos os dados dos participantes posicionados em 30 de junho de 2003 e dos ativos dos planos posicionados em 31 de dezembro de 2003, conforme facultado pela Interpretação Técnica do IBRACON - Instituto dos Auditores Independentes do Brasil nº 01/01, referendada pela CVM através do Ofício-Circular CVM/SEP/SNC nº 01/04. O rateio dos ativos dos planos foi feito com base no passivo atuarial da Companhia em relação ao passivo atuarial total do plano.

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Demonstramos a seguir a composição da provisão para o plano de aposentadoria em 31 de dezembro de 2003, bem como as demais informações exigidas pela Deliberação CVM nº 371/00 sobre tal plano:

(i) Conciliação dos ativos e passivos

	2003	2002
Total do passivo atuarial	(19.089)	(18.936)
Valor justo dos ativos	5.433	3.614
Passivo atuarial a ser reconhecido no balanço patrimonial	(13.656)	(15.322)
Valor líquido das perdas não reconhecidas	2.943	6.761
Valor do custo do serviço passado apurado na transição do plano	4.695	6.464
Valor do custo do serviço passado apurado na alteração do plano	772	822
Passivo atuarial reconhecido no balanço patrimonial	(5.246)	(1.275)

(ii) Despesa prevista para 2004 e real para 2003

	2004	2003
Custo do serviço corrente	185	189
Custo dos juros sobre obrigações atuariais	2.528	2.527
Rendimento esperado dos ativos	(718)	(475)
Amortização de perda	63	296
Amortização do custo do serviço passado na transição do plano	1.769	1.769
Amortização do custo do serviço passado na alteração do plano	50	50
Contribuição dos empregados	-	-
	3.877	4.356

05/10/2004 0306476

PODER JUDICIÁRIO

TRIBUNAL DE JUSTIÇA DO ESTADO DE SÃO PAULO

Certidão de Distribuições Cíveis na Comarca da Capital

E100500935AA

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Certidão Nº: 3370092 **FOLHA: 1 / 1**

A Diretoria Técnica de Serviços de Informações Cíveis da Comarca da Capital, no uso de suas atribuições legais,

Certifica e dá fé que, pesquisando os registros de distribuições de **Pedidos de Falência e Concordata**, no período de 10 anos anteriores a data de **01/10/2004**, verificou **NADA CONSTAR** como Réu/Requerido/Interessado em nome de:

VARIG LOGISTICA S/A **********

CGC.: 04.066.143/0001-57 conforme indicação feita no pedido de certidão. **********

Certifica, finalmente, que as custas devidas, no valor de R$ 9,00, foram pagas na forma da Lei.

Esta certidão não aponta, ordinariamente, os processos em que a pessoa, cujo nome foi pesquisado, figura como autor(a).

São Paulo, terça-feira, 05 de outubro de 2004

12º Tabelião de Notas da Capital
Rua Princesa Isabel, 363 - Brooklin Paulista
04601-001 - São Paulo - SP - Tel: 5041-7622
Autentico a presente cópia reprográfica
conforme original que me foi dada fé.
São Paulo 16 de OUT de 2004

Colégio Notarial do Brasil SP
AUTENTICAÇÃO
1098AF411173

Esta certidão só terá valor no original, sem rasuras, e mediante a assinatura eletrônica do Diretor.

0306476

PEDIDO Nº

Célia Regina David Gomes
Diretora Técnica de Serviço
DEPRI - 1.3

REPÚBLICA FEDERATIVA DO BRASIL

CADASTRO NACIONAL DA PESSOA JURÍDICA

NÚMERO DE INSCRIÇÃO	COMPROVANTE DE INSCRIÇÃO E DE SITUAÇÃO CADASTRAL	DATA DE ABERTURA
04.066.143/0001-57		**21/09/2000**

NOME EMPRESARIAL
VARIG LOGISTICA S.A.

TÍTULO DO ESTABELECIMENTO (NOME DE FANTASIA)
VARIG LOG.

CÓDIGO E DESCRIÇÃO DA ATIVIDADE ECONÔMICA PRINCIPAL
62.10-3-00 - Transporte aéreo, regular

CÓDIGO E DESCRIÇÃO DA NATUREZA JURÍDICA
205-4 - SOCIEDADE ANONIMA FECHADA

LOGRADOURO	NÚMERO	COMPLEMENTO
RUA FIDENCIO RAMOS	**223**	**14 ANDAR**

CEP	BAIRRO/DISTRITO	MUNICÍPIO	UF
04.551-010	**VILA OLIMPIA**	**SAO PAULO**	**SP**

SITUAÇÃO CADASTRAL	DATA DA SITUAÇÃO CADASTRAL
ATIVA	**11/10/2003**

SITUAÇÃO ESPECIAL	DATA DA SITUAÇÃO ESPECIAL
********	********

Aprovado pela Instrução Normativa SRF nº 200, de 13 de setembro de 2002.

Emitido no dia **22/11/2004** às **18:24:08** (data e hora de Brasília).

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Governo do Estado de São Paulo

POSTO FISCAL ELETRÔNICO

SECRETARIA DA FAZENDA DE SÃO PAULO

Simplificando a vida do Contribuinte

DENAF 1358

Serviços Contribuinte | Sugestões | Voltar

Deca . Consulta . Contribuinte

Estabelecimento

Inscrição Estadual	Situação	Data da Situação
115.989.440.114	CONTRIBUINTE ATIVO	09/10/2000

Posto Fiscal	DRT
PF: 430 - IBIRAPUERA	DRT: C III - CAPITAL

Nome ou Razão Social
VARIG LOGISTICA S.A.

Nome Fantasia
VARIG LOGISTICA

CNPJ	NIRE	Início Atividade
04.066.143/0001-57	35.300.180.941	09/10/2000

Capital Social	Tipo de Estabelecimento	Franquia
231.830.922,00	UNICO	NENHUMA

Tipo Jurídico
Sociedade Anonima Fechada - Empresa Priv

Início de Regime	Regime de Apuração	Substituição Tributária
09/10/2000	NORMAL RPA	NÃO

PGS - 03/2005 - CN - CORREIOS
FIS. 0496
Doc. 675

Endereço

Tipo	Logradouro	Número
RUA	FIDENCIO RAMOS	223

Complemento	Bairro	CEP
14 ANDAR	VILA OLIMPIA	04.551-010

Município	UF
SAO PAULO	SP

Comunicações

DDD Fone	Telefone	DDD Fax	Fax
(011)	2161-7490		

e-mail

CNAE

Início CNAE	CNAE	Descrição do CNAE
09/10/2000	6210-3/00	Transporte aéreo, regular

Data CPR	CPR Normal	CPR-ST
09/10/2000	1031	

Contabilista

Tipo CRC	CRC	Documento
Contabilista	1SP142381/O-5	419.262.857-00

DENAF 1357

Participante 1

Situação	Data da Situação	Data de Inclusão
Excluido	04/08/2004	09/10/2000

Tipo de Participação	Assina pela Empresa
Presidente/Diretor	SIM

Nome
JOSE CARLOS ROCHA LIMA

Documento	RG
199.874.047-15	2214898 SP

Tipo	Logradouro	Número
RUA	DOMINGOS FERNANDES	496

Complemento	Bairro	CEP
141	VILA NOVA CONCEIÇÃO	04.509-011

Município	UF
SÃO PAULO	SP

DDD Fone	Telefone	DDD Fax	Fax

e-mail

03/2005 - CN - CORREIOS

Fls. 0497

Doc. 3675

Participante 2

Situação	Data da Situação	Data de Inclusão
Excluido	04/08/2004	09/10/2000

Tipo de Participação	Assina pela Empresa
Presidente/Diretor	SIM

Nome
MANUEL EDUARDO DOMINGUES GUEDES

Documento	RG
013.901.588-45	7395623SP

Tipo	Logradouro	Número
RUA	MARIA CURUPAITI	604

Complemento	Bairro	CEP
APTO 51	VILA ESTER	02.452-002

Município	UF
SAO PAULO	SP

DDD Fone	Telefone	DDD Fax	Fax

e-mail

Participante 3

Situação	Data da Situação
Ativo	09/10/2000

Tipo de Participação	Assina pela Empresa
Presidente/Diretor	SIM

Nome
EDSON ARRUDA DE FARIA E ALBUQUERQUE

Documento	RG
412.273.877-68	039269451RJ

Tipo	Logradouro	Número
RUA	MARQUESA DE SANTOS	53

Complemento	Bairro	CEP
APTO 104	LARANJEIRAS	22.221-000

Município	UF
RIO DE JANEIRO	RJ

DDD Fone	Telefone	DDD Fax	Fax
(021)	2468-2555		

e-mail
edson.arruda@variglog.com

Participante 4

Situação	Data da Situação
Ativo	04/08/2004

Tipo de Participação	Assina pela Empresa
Presidente/Diretor	SIM

Nome
JOÃO LUIS BERNES DE SOUSA

Documento	RG
024.418.378-34	090818113SP

Tipo	Logradouro	Número
AVENIDA	JURUTI	170

Complemento	Bairro	CEP
APTO 41	MOEMA	04.530-000

Município	UF
SÃO PAULO	SP

DDD Fone	Telefone	DDD Fax	Fax
(011)	2161-7490		

e-mail
joaoluis.sousa@variglog.com

Participante 5

Situação	Data da Situação
Ativo	04/08/2004

Tipo de Participação	Assina pela Empresa
Presidente/Diretor	SIM

Nome
JORGE MARCIO GOMES DA SILVA

Documento	RG
487.567.337-04	040418006RJ

Tipo	Logradouro	Número
RUA	BRUSQUE	220

Complemento	Bairro	CEP
	ITANHANGA	22.641-540

Município	UF
RIO DE JANEIRO	RJ

DDD Fone	Telefone	DDD Fax	Fax
(021)	2468-2555		

e-mail

RQS nº 03/2005 - C
CPMI - CORREI
Fls: 0498
Doc: 3675

jorge.marcio@variglog.com

Procurador 1

Tipo de Participação	Data de Validade
Procurador	18/12/2004

Nome
HUMBERTO VILLELA CRISPIM

Documento	RG
055.631.298-88	14567910

Tipo	Logradouro	Número
Rua	SARGENTO GERALDO SANTANA	683

Complemento	Bairro	CEP
APTO 83	JD MARAJOARA	00.000-000

Município	UF
SAO PAULO	SP

DDD Fone	Telefone	DDD Fax	Fax

e-mail

ROS nº 03/2005 - CN - CPMI - CORREIOS
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Doc:

Esta Declaração corresponde a expressão da verdade, sujeitando-se o infrator em crime de falsidade ideológica previsto no Código Penal.

13º Tabelião de Notas da Capital
Bel. Avelino Luis Marques - Tabelião
Rua Princesa Isabel, 363 - Brooklin Paulista
04601-001 - São Paulo - SP - Tel: 5641-7822
Autentico a presente cópia reprográfica
conforme original, do que dou fé.
São Paulo [22] de OUT de 2004
Colegio Notarial do Brasil - SP
Rodrigues Marques
Substitutos do Tabelião
Leite de Oliveira
Norinaldo Gomes Lima
Escreventes Autorizados
AUTENTICAÇÃO
1098AF483204
Valido somente com o selo de autenticidade - R$ 1,20

DENAF 1354

MINISTERIO DA FAZENDA
SECRETARIA DA RECEITA FEDERAL

CERTIDAO POSITIVA DE DEBITOS DE TRIBUTOS E CONTRIBUICOES FEDERAIS, COM EFEITOS DE NEGATIVA

(SUJEITA A CONFIRMACAO DE AUTENTICIDADE NA PAGINA DA SRF NA INTERNET, NO ENDERECO <HTTP://WWW.RECEITA.FAZENDA.GOV.BR>)

VALIDA ATE: 24/02/2005 - EMITIDA EM: 24/08/2004 NRO.: 7.015.191

CNPJ: 04.066.143/0002-38
VARIG LOGISTICA S.A.
AV. VINTE DE JANEIRO 330 SETOR DE CARGA O ILHA DO GOVERNADOR
CEP: 21941-570 RIO DE JANEIRO RJ

CONFORME DISPOSTO NO ART. 206 DA LEI NRO 5.172, DE 25 DE OUTUBRO DE 1966, (CODIGO TRIBUTARIO NACIONAL), ESTE DOCUMENTO TEM OS MESMOS EFEITOS DA CERTIDAO NEGATIVA EXPEDIDA DE ACORDO COM O ART. 205 DO REFERIDO CODIGO, POR EXISTIREM EM NOME DO CONTRIBUINTE ACIMA IDENTIFICADO SOMENTE DEBITOS EM RELACAO AOS TRIBUTOS E CONTRIBUICOES FEDERAIS NA CONDICAO ABAIXO ESPECIFICADA:

PARCELAMENTO DE DEBITO:
COFINS, PIS/PASEP, OUTROS TRIBUTOS

ESTA CERTIDAO REFERE-SE EXCLUSIVAMENTE A SITUACAO DO CONTRIBUINTE NO AMBITO DA SECRETARIA DA RECEITA FEDERAL, NAO CONSTITUINDO, POR CONSEGUINTE, PROVA DE INEXISTENCIA DE DEBITOS INSCRITOS EM DIVIDA ATIVA DA UNIAO, ADMINISTRADOS PELA PROCURADORIA GERAL DA FAZENDA NACIONAL.

+--+
|ESTA CERTIDAO ABRANGE SOMENTE O ESTABELECIMENTO ACIMA IDENTIFICADO |
+--+

OBSERVACOES:
CONTRIBUINTE OPTANTE PELO PARCELAMENTO ESPECIAL (PAES)

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+-------------------------+
| EXPEDIDA GRATUITAMENTE |
+-------------------------+

CARIMBO,DATA E ASSINATURA

24/08/2004

EMITIDA COM BASE NA IN/SRF 93, DE 23/11/2001

GOVERNO DO ESTADO DE SÃO PAULO

Secretaria de Estado dos Negócios da Fazenda

Coordenadoria da Administração Tributária

Diretoria de Arrecadação

Nº Certidão

1911/307

DENAF 1.352

CERTIDÃO

Contribuinte : VARIG LOGISTICA S/A

Endereço : RUA FIDENCIO RAMOS, 223 14º ANDAR

Bairro : VILA OLIMPIA **Município :** SÃO PAULO

Inscrição Estadual : 115.989.440.114

CNPJ/CPF : 04.066.143/0001-57

RG : XXXXXXXXXXXXXXXX **CNAE :** 6210-3/00

INEXISTEM débitos fiscais relativos ao ICM/ICMS, inscritos na dívida ativa até a data de emissão deste documento. : . ********** ********** ********** ********** **********

RQS nº 03/2005 - CN - CPMI - CORREIOS

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Fls:

3675

Doc:

Finalidade CONCORRÊNCIA PÚBLICA

1. A presente certidão só é válida em relação ao interessado e demais dados indicados.
2. Fica ressalvado o direito da Fazenda do Estado de exigir, a qualquer tempo, créditos tributários que venham a ser apurados.
3. A taxa de Fiscalização e Serviços devida foi recolhida nos termos da legislação vigente.
4. Prazo de validade da certidão: 06 (seis) meses conforme Portaria CAT nº 20 de 01/04/98 (DOE de 02/04/98).

Local de emissão : São Paulo **Data de Emissão :** 22/11/2004

Emitido por: Seção de Cobrança - DA-9 **Responsável:** Eliana A. de Oliveira

Nº Ap. Arrec. / rib.

12.458.305

...ISSÃO DA PREFEITURA.SP.GOV.BR/CERTIDAO/CTM_MENU.ASP

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AUTENTICAÇÃO MECÂNICA

PREFEITURA DO MUNICÍPIO DE SÃO PAULO
SECRETARIA DE FINANÇAS E DESENVOLVIMENTO ECONÔMICO

20 AGO 2115771

CERTIDÃO DE TRIBUTOS MOBILIÁRIOS Nº 514.959/2004

AVISOS IMPORTANTES

*ESTE DOCUMENTO SÓ É VÁLIDO COM AUTENTICAÇÃO MECÂNICA, SEM EMENDA NEM RASURA.
*PODERÁ SER SOLICITADA A RETIFICAÇÃO DOS TERMOS DESTA CERTIDÃO, DESDE QUE CONSTATADOS ERROS COMETIDOS PELA REPARTIÇÃO, NO PRAZO DE 10 (DEZ) DIAS CONTADOS DA DATA DE RECEBIMENTO DESTA.

IDENTIFICAÇÃO DO CONTRIBUINTE

NOME - RAZÃO SOCIAL
VARIG LOGISTICA S.A.

ENDEREÇO - LOCAL DE ATIVIDADE
R FIDENCIO RAMOS, 223, 14 ANDAR

TIPO(S) DE SERVIÇO
TRANSP DE BENS OU VALORES, DENTRO DO TERRIT. DO MUNIC.

TIPO DE ESTABELECIMENTO
##########

INSCRIÇÃO INICIAL Nº	INÍCIO DE FUNCIONAMENTO EM	ENCERRAMENTO EM	INSCRIÇÃO CCM Nº
##########	##21/09/2000##	##########	### 967.267-8###

DATA DA INSCRIÇÃO NO CCM	PROTOCOLADA EM	EMITIDA EM	SIGLA
##17/11/2000##	##18/06/20	8/2004##	### WEB #####

PRAZO DE VALIDADE: 6(SEIS) MES
"EMITIDA EM", ACIMA, DECRETO N
CONSULTE A AUTENTICIDADE DA DI

DA DATA CONSTA DO CAMPO
18/06/02, DOM 9/06/02.
W.PREFEITURA.SP.GOV.BR/SF

TRIBUTOS E PERÍODOS

IMPOSTO DE INDÚSTRIAS E PROFISSÕES ATÉ #######
IMPOSTO SOBRE SERVIÇOS DE QUALQUER NATUREZA ATÉ 2004
TAXA DE FISCALIZAÇÃO DE LOCALIZAÇÃO, INSTALAÇÃO E FU JUNHO DE 20
TAXA DE FISCALIZAÇÃO DE ANÚNCIOS ATÉ #######

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CERTIFICO, DE ORDEM DO SENHOR CHEFE DA SUBD DE TRIBUTOS MOBIL DA DIVISÃO DE CADASTRO MOBILIÁRIO FISCAL A PEDIDO DA PARTE INTERESSADA E À VISTA DAS INFORMAÇÕES DE O CONTRIBUINTE ACIMA IDENTIFICADO EM RELAÇÃO AOS TRIBUTOS E PERÍODOS INDICADOS, N A ESTA PREFEITURA.

ESTE DOCUMENTO NÃO ABRANGE QUE FICA RESSALVADO O DIREITO DA FAZENDA PÚBLICA DO MUNICÍPIO DE A COBRANÇA DE DÉBITOS PORVENTURA DE IMPOSTOS, TAXAS E MULTAS QUE VENHAM A SER APURADOS OU SE VERIFIQUEM A QUALQUER TEMPO, INCLUSIVE EM RELAÇÃO AOS TRIBUTOS E PERÍODOS REFERIDOS NESTA CERTIDÃO E O QUE COMPETE CERTIFICAR E, PARA CONSTAR, FOI A PRESENTE CERTIDÃO, NA DATA SUPRA, EXPEDIDA POR MIM.

MARIA FRANCISCA DOS SANTOS
Auxiliar Tec. Administrativo
PA 03

943435

CARLOS ...JS
...Fiscal

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PREVIDÊNCIA SOCIAL
A seguradora do trabalhador brasileiro

PREVNet

CERTIDÃO NEGATIVA DE DÉBITO

Nº 221202004-21004050

DADOS DO SUJEITO PASSIVO:

CNPJ: 04.066.143/0001-57
NOME: VARIG LOGISTICA S.A
ENDERECO: RUA LEOPOLDO DE BULHOES 40 4 ANDAR
BAIRRO OU DISTRITO: VILA CLEMENTINO
MUNICIPIO: SAO PAULO
ESTADO: SP
CEP: 04022-020

FINALIDADE DA CERTIDÃO:

QUAISQUER DAQUELAS PREVISTAS NAS LEIS 8.212, DE 24 DE JULHO DE 1991, E ALTERACOES, EXCETO PARA:

- AVERBACAO DE CONSTRUCAO CIVIL EM IMOVEL;
- REDUCAO DE CAPITAL SOCIAL E TRANSFERENCIA DE CONTROLE DE COTAS DE SOCIEDADES DE RESPONSABILIDADE LIMITADA;
- BAIXA DE FIRMA INDIVIDUAL, CISAO TOTAL OU PARCIAL, TRANSFORMACAO OU EXTINCAO DE ENTIDADE OU SOCIEDADE COMERCIAL OU CIVIL.

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E CERTIFICADO, NA FORMA DO DISPOSTO NA LEI No 8.212/91 E ALTERACOES, QUE, PARA A FINALIDADE DISCRIMINADA, INEXISTE DEBITO IMPEDITIVO A EXPEDICAO DESTA CERTIDAO EM NOME DO SUJEITO PASSIVO ACIMA IDENTIFICADO, RESSALVADO AO INSS O DIREITO DE COBRAR QUALQUER IMPORTANCIA QUE VENHA A SER CONSIDERADA DEVIDA.
VALIDA PARA TODOS OS ESTABELECIMENTOS DA EMPRESA, MATRIZ E FILIAIS.

A ACEITACAO DA PRESENTE CERTIDAO ESTA CONDICIONADA A VERIFICACAO DE SUA VALIDADE NA INTERNET, NO ENDERECO www.previdenciasocial.gov.br, OU EM QUALQUER AGENCIA DA PREVIDENCIA SOCIAL OU UNIDADE AVANCADA DE ATENDIMENTO DA PREVIDENCIA SOCIAL.

DEVERA SER OBSERVADA A FINALIDADE PARA A QUAL FOI EMITIDA.
EMITIDA EM, 29 DE OUTUBRO DE 2004.
COM VALIDADE ATE 27/01/2005
VALIDA POR 90 DIAS DA DATA DA SUA EMISSAO.

PREVIDÊNCIA SOCIAL. A SEGURADORA DO TRABALHADOR BRASILEIRO.

EMPRESA DE TECNOLOGIA E INFORMAÇÕES DA PREVIDÊNCIA SOCIAL

13º Tabelião de Notas da Capital
Bel. Avelino Luis Marques - Tabelião
Rua Princesa Isabel, 363 - Brooklin Paulista
04601-001 - São Paulo - SP - Tel. 5041 2142
Autentico a presente cópia reprográfica conforme original, do que dou fé.
São Paulo 01 de NOV de 2004

Bel. Mauro [illegible]
Bel. Consuelo [illegible]
Auxiliares

Colégio Notarial do Brasil - SP
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CAIXA
CAIXA ECONÔMICA FEDERAL

Certificado de Regularidade do FGTS - CRF

Inscrição: 04066143/0001-57
Razão Social: VARIG LOGISTICA SA
Endereço: R FIDENCIO RAMOS 223 14 ANDAR / VILA OLIMPIA / SAO PAULO / SP / 4551-010

A Caixa Econômica Federal, no uso da atribuição que lhe confere o Art. 7, da Lei 8.036, de 11 de maio de 1990, certifica que, nesta data, a empresa acima identificada encontra-se em situação regular perante o Fundo de Garantia do Tempo de Serviço - FGTS.

O presente Certificado não servirá de prova contra cobrança de quaisquer débitos referentes a contribuições e/ou encargos devidos, decorrentes das obrigações com o FGTS.

Validade: 16/11/2004 a 15/12/2004

Certificação Número: 2004111710203219555727

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Informação obtida em 17/11/2004, às 10:12

A utilização deste Certificado para os fins previstos em Lei está condicionada à verificação de autenticidade no site da Caixa: **www.caixa.gov.br**

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AIRCRAFT PURCHASE AGREEMENT

between

PLATINUM COMMERCIAL AIR GROUP, INC.

and

VARIG LOGISTICA S.A.

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Doc: 3675

Relating to One (type of) Aircraft
Manufacturer's
Serial Number 21341
(N213UP)

DATED AS OF JULY 11th, 2002

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AIRCRAFT PURCHASE AGREEMENT

This Aircraft Purchase Agreement is entered into as of this 11th day of July, 2002 between PLATINUM COMMERCIAL AIR GROUP, INC., a Florida Corporation ("Seller") and VARIG LOGISTICA S.A., a Brazilian corporation or any of its affiliate, successors or assigns ("Buyer").

WHEREAS, Seller has agreed to sell the Aircraft (as more fully described herein) to Buyer and Buyer has agreed to purchase such Aircraft from Seller, all on the terms and conditions set forth below; and

NOW THEREFORE, Buyer and Seller agree as follows:

Article 1: AIRCRAFT

Seller agrees to sell and Buyer agrees to purchase the 727-200 aircraft bearing manufacturer's serial number 21341 (N213UP) equipped with three (3) Pratt & Whitney Model JT8D-17 aircraft engines bearing manufacturer's serial numbers 688242-17, 688223-17, and 688385-17 (the "Engines"), together with all appliances, parts, instruments, appurtenances, accessories, furnishings or other equipment associated with said aircraft (collectively, the "Aircraft"). Notwithstanding the foregoing description of the Engines, Seller agrees, within ninety (90) days following the Delivery Date and at Buyer's discretion, to replace the Engines with three (3) Pratt & Whitney JT8D-17 engines, each with life limited parts having no less than 1500 cycles remaining ("Replacement Engines"). Seller shall deliver the Replacement Engines in Miami and Buyer shall be obligated to transport the Remaining Engines at its own expense.

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Article 2: DEPOSIT, PRICE AND PAYMENT

2.1 Buyer shall pay to Seller for the Aircraft the purchase price of U.S. $4,100,000.00 (Four Million One Hundred Thousand and No/100 United States Dollars) (the "Purchase Price"). Buyer shall pay the Purchase Price in accordance with this Article 2.

2.2 On the date this Agreement is executed and delivered by Buyer and Seller, Buyer shall pay to the Seller (a) a deposit (the "Deposit") in the amount in the amount of U.S. $100,000.00 (one hundred thousand and No/100 United States Dollars), and (b) fifteen percent (15%) of the Purchase Price, equivalent to US $615,000.00 (Six Hundred Fifteen Thousand and No/100 United States Dollars) (the "Down Payment"). On the Delivery Date, the Deposit will be applied against the Purchase Price. If all the conditions to Buyer's obligation to close set forth in Section 6.1 hereof have been met and Buyer fails to close this Agreement, then 50% of the Deposit shall be non-refundable. If the transactions contemplated in this Agreement do not close for any reason whatsoever, regardless of whether all the conditions to

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Buyer's obligation to close set forth in Section 6.1 hereof have been met, the Seller shall immediately return the Down Payment to Buyer.

2.3 The balance of the Purchase Price shall be paid in arrears in fourteen (14) equal semi-annual installments beginning on the six (6) month anniversary following the Delivery Date. The outstanding principal amount of the Purchase Price shall accrue interest at a rate equal to five percent (5%) per annum. The Buyer may prepay the Purchase Price at any time without penalty.

2.4 All payments to Seller will be made in good funds in the United States Dollars to the following account:

First Union National Bank of Florida
Miami, Florida
ABA Routing Number: 067006432
Account Number 2000001916133
Account Name: PLATINUM COMMERCIAL AIR GROUP

Article 3: DELIVERY OF AIRCRAFT

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3.1 Subject to the conditions set forth in Article 6 hereof, the sale of the Aircraft shall be completed on the Delivery Date and delivery of the Aircraft shall be made by Seller to Buyer on the Delivery Date at [Goodyear] Airport in Phoenix, Arizona.

3.2 The Aircraft will be delivered on or about August 11th, 2002 (the "Delivery Date").

3.3 At Delivery:

3.3.1. Seller shall deliver the Aircraft to Buyer or Buyer's representative , at the delivery location determined in accordance with Section 3.1, in the condition stipulated in Article 4;

3.3.2. Buyer, or Buyer's representative, shall execute and deliver to Seller an Acceptance Certificate in the form of Exhibit B in respect of the Aircraft and Records; and

3.3.3. Seller shall cause its FAA Counsel to file the original, executed Bill of Sale with the FAA Aircraft Registry.

3.4 Payment of the Purchase Price and the closing procedures shall be completed in accordance with Clause 6 hereof.

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3.5 Delivery of the signed Acceptance Certificate by Buyer to Seller shall constitute conclusive evidence for all purposes that the Aircraft is satisfactory and has been delivered by Seller to Buyer in accordance with the requirements of this Agreement.

3.6 Subject to receipt and confirmation by Seller of the Purchase Price and the Acceptance Certificate, Seller will issue the Bill of Sale in the form of Exhibit A to Buyer.

3.7 Time whenever mentioned shall be of the essence in this Agreement.

Article 4: CONDITION OF THE AIRCRAFT

4.1 Seller and Buyer agree that the Aircraft shall be sold and delivered by Seller in accordance with the express conditions of this Agreement but otherwise in "AS IS, WHERE IS" condition, with all faults.

4.2 THE AIRCRAFT SHALL BE SOLD IN ITS PHYSICAL CONDITION EXISTING ON THE DELIVERY DATE AND, WITH THE EXCEPTION OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT ON THE PART OF SELLER. SELLER HAS NOT AND SHALL NOT BE DEEMED TO HAVE MADE, AND BUYER HEREBY WAIVES, ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND DUTIES OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE AIRCRAFT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY, AND WARRANTIES OR REPRESENTATIONS ARISING OUT OF CUSTOMARY TRADE USAGE AND PRIOR COURSE OF DEALING, AND ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE QUALITY CONDITION, AIRWORTHINESS, VALUE, DESIGN, OPERATION, DURABILITY, COMPLIANCE WITH SPECIFICATION OR SUITABILITY OF THE AIRCRAFT, WHETHER IN CONTRACT OR TORT.

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Article 5: [INTENTIONALLY LEFT BLANK]

Article 6: CONDITIONS FOR DELIVERY; CLOSING PROCEDURES

6.1 Conditions to Buyer's Obligation to Close.

6.1.1 *Bill of Sale:* On the Delivery Date, the Seller shall produce a full warranty Bill of Sale for the Aircraft in the form of Exhibit A attached hereto and made a part hereof (the "Bill of Sale"), transferring good title to the Aircraft from Seller to Buyer free and clear of all liens, encumbrances and rights of others.

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6.1.2 *Aircraft Specifications:* The Aircraft (a) shall meet all of the relevant airworthiness standards of the FAA, (b) be in compliance with the Aircraft Flight Manual and (c) shall meet the specifications set forth in Exhibit "C" attached hereto and made a part hereof.

6.1.3 *Inspection: The Buyer will have inspected the Aircraft and the Aircraft* Records and the results of such inspections are satisfactory to Buyer, in its sole determination, and the Buyer finds the Aircraft and Aircraft Records acceptable.

6.1.4 *Test Flight.* At Seller's expense, the Aircraft shall be test flown for a period of up to two hours by Seller at the time of its delivery hereunder. Up to two (2) persons designated by Buyer (or more if consented to by Seller) may participate in such flight as observers. Subject to the requirements of the insurance policies carried in connection with the Aircraft and Seller's air authority requirements, a qualified pilot designated by Buyer shall occupy the seat of either the pilot or co-pilot during such flight. The test flight shall be flown using appropriate standard flight test procedures for checking the operation of Boeing model 727-200 aircraft and Pratt & Whitney JT8D-17 engines and their systems. If such flight test reveals any discrepancies which are outside of applicable maintenance and / or operation manual limits, then Seller, at its own expense, shall cause such discrepancies to be immediately rectified, and if necessary, in order to verify the correction of such discrepancy(s), Seller shall perform an additional flight test in accordance with the provisions hereof.

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6.1.5 *FAA deregistration telex:* Seller shall obtain and deliver to Buyer, at Seller's expense, a deregistration telex for the Aircraft from the FAA.

6.1.6 *Export Certificate of Airworthiness:* Seller shall obtain and deliver to Buyer, at Seller's expense, an Export Certificate of Airworthiness for the Aircraft from the FAA.

6.1.7 *Ferry Flight Permit:* Seller shall obtain and deliver to Buyer, at Seller's expense, a ferry flight permit from the FAA permitting the Aircraft to be ferried from the Delivery Location to Rio de Janeiro.

6.1.8 *Seller's Representations and Warranties:* All of the representations and warranties made by Seller in this Agreement, including, but not limited to, those set forth in Section 11.1 of this Agreement, shall be true and correct at the time of delivery of the Aircraft.

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6.1.9 *Additional Equipment.* At the Delivery Date the Seller shall also deliver to Buyer (a) a Honeywell GPS System and (b) and H-F Radio, neither of which are required to be installed on the Aircraft by Seller.

6.1.10 *Records and Manual.* Seller shall deliver to Buyer all of the manuals as set forth on Exhibits "D" ("Manuals") and documentation as set forth on Exhibit "E" ("Aircraft Records") relating to the Aircraft.

6.2 Conditions to Seller's Obligation to Close.

6.2.1 *Certificate of Acceptance:* On the Delivery Date, upon acceptance of the Aircraft by Buyer, Buyer will execute and deliver to Seller a Certificate of Acceptance in the form of Exhibit B, attached hereto and made a part hereof.

6.2.2 *Payment of Purchase Price:* On the Delivery Date, Buyer shall cause payment of the Purchase Price to be made to Seller's bank account as designated by Seller. Once Seller has received confirmation of receipt of the Purchase Price and has received the Certificate of Acceptance, the Bill of Sale shall be immediately released for filing by Seller's FAA Counsel with the FAA Aircraft Registry.

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6.2.3 *Buyer's Representations and Warranties.* All representations and warranties made by Buyer in this Agreement, including, but not limited to, those set forth in Section 11.2 of this Agreement, shall be true and correct at the time of delivery of the Aircraft.

Article 7: RISK OF LOSS

Title to and risk of loss or damage to the Aircraft will pass to Buyer on the Delivery Date upon payment of all monies being made to Seller in accordance with Article 2 and upon issuance of the Bill of Sale in the form of Exhibit A. Title to and risk of loss or damage to the Aircraft will remain with Seller until payment of all monies being made to the Seller in accordance with Article 2 and until issuance of the Bill of Sale in the form of Exhibit A.

Article 8: EXPENSES AND TAXES

8.1 Buyer agrees to pay all taxes, duties and fees of any kind or nature (excluding any tax upon Seller's net income or any gross receipts tax levied on the Seller in lieu of, or in the nature of, a tax upon net income) which may be levied by any taxing authorities in connection with the sale and delivery of the Aircraft.

8.2 Seller shall pay all airport and storage expenses for the aircraft before delivery and acceptance.

Article 9: TERMINATION FOR INSOLVENCY

In the event that either party:

9.1 Makes a general assignment for the benefit of creditors or become insolvent;

9.2 Files a voluntary petition in Bankruptcy;

9.3 Petitions for or acquiesces in the appointment of any receiver, trustee or similar officer to liquidate or conserve its business or any substantial part of its assets;

9.4 Commences under the laws of any competent jurisdiction any proceeding involving its insolvency, bankruptcy reorganization, readjustment of debt, dissolution, liquidation any other similar proceeding for the relief of financially distressed debtors, or

9.5 Becomes the object of any proceeding or action of the type described in 9.3 or 9.4 above and such proceeding or action remains undismissed or unstayed for a period of at least ninety (90) days;

then in any event specified in subparagraphs 9.1 through 9.5 above the other party may by written notice terminate this Agreement.

Article 10: EXCUSABLE DELAYS AND DAMAGE TO THE AIRCRAFT

10.1 Neither party shall be responsible for, or deemed to be in default on account of, delay in performance of any act to be performed under this Agreement due to any of the following causes: acts of God or the public enemy, civil war, insurrections or riots, fires, floods, explosions, earthquakes or serious accidents, epidemics or quarantine restrictions; or any similar cause to the extent it is beyond the control of the party unable to perform and not occasioned by such party's fault or negligence. In the event that as a consequence of such excusable delay the Buyer's condition to close set forth in Section 6.1 hereof are not met or the Aircraft is not met or delivered within (5) business days following the original scheduled Delivery Date then the Buyer shall be entitled (but not obliged) to terminate this Agreement forthwith by notice in writing to the Seller whereupon neither party shall have any liability to the other hereunder save that the Seller shall forthwith refund to the Buyer any payments in respect of the Aircraft previously made by the Buyer to the Seller.

10.2 Seller shall promptly notify Buyer in writing of the occurrence of any event which Seller reasonably believes may result in a delay in delivery hereunder of the Aircraft, including details of the reason for the anticipated

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delay; provided however, that any such shall not diminish Buyer's right under Section 10.1 hereof.

10.3 In the event that prior to delivery the Aircraft is lost, destroyed or damaged beyond repair due to any cause, Seller shall notify Buyer in writing promptly after such event. This Agreement shall thereupon terminate with respect to the Aircraft and the Seller shall immediately refund to the Buyer any payments in respect of the Aircraft previously made by the Buyer to the Seller and neither party shall have any further liability to the other hereunder.

Article 11: WARRANTIES OF SELLER AND BUYER

11.1 Seller warrants to the Buyer that:

11.1.1. On the Delivery Date it will have good and marketable legal title to the Aircraft free and clear of all liens, claims and encumbrances.

11.1.2. Seller is duly formed and validly existing under the laws of Florida as a corporation and has full power to carry on its business as now being conducted and to enter into and performs its obligations under this Agreement and has complied with all statutory requirements relative to its business as now being conducted.

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11.1.3. Seller has taken all necessary corporate action to authorize the execution and delivery of this Agreement, and the performance by the Seller of its obligations hereunder.

11.1.4. The execution, delivery and performance of this Agreement does not and will not contravene any contractual restrictions or any existing applicable law or regulation binding on Seller or its assets.

11.1.5. The Aircraft meets the specifications set forth in Exhibit C of this Agreement, incorporated herein by this reference and the Seller is not aware of any condition or latent defect which may affect the specifications of the Aircraft as set forth in Exhibit C.

11.2 Buyer represents and warrants to Seller that:

11.2.1 Buyer is duly formed and validly existing under the laws of Brazil as a corporation and has full power to carry on its business as now being conducted and to enter into and perform its obligations under this Agreement and has complied with all statutory requirements relative to its business as now being conducted.

11.2.2 Buyer has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder.

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11.2.3 The execution, delivery and performance of this Agreement does not and will not contravene any contractual restrictions or any existing applicable law or regulation binding on Buyer or its assets.

Article 12: LIMITS TO LIABILITY OF SELLER

12.1 Buyer agrees and acknowledges that the Aircraft will be sold in its actual state and condition at Delivery and that no conditions, warranties, representations or terms as to the state, conditions or airworthiness thereof have been, or will be given by Seller to Buyer except as expressly provided in this Agreement and in the Bill of Sale. Buyer hereby waives, releases and renounces the benefit of all and any conditions, warranties, representations or terms on the part of Seller except as expressly stated in this Agreement, whether by law or otherwise and relating in any way to the state, condition or airworthiness of the Aircraft including but not limited to:

12.1.1 Any condition or warranty of airworthiness, merchantability or fitness for any purpose, value, condition, design, age capacity, quality, state, performance, use or operation of any kind or nature.

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12.1.2 Any condition or warranty arising in the course of trade, performance, course or dealing, usage or otherwise;

12.1.3 Any obligation, liability, right, claim or remedy in contract or tort whether or not arising from the negligence of Seller, and

12.1.4 Any obligation, liability, right, claim or remedy for the loss of or damage to any aircraft (including but not limited to the Aircraft) for loss of use, revenue or profit or for any liability of Buyer to any third party or for any direct, incidental or consequent damage.

12.2 Buyer acknowledges that this Article 12 has been the subject of full discussion and negotiation between Buyer and Seller and that the Purchase Price and all other agreements of Buyer and Seller contained in this Agreement were arrived at in consideration of the provisions of this Article 12 specially including the waiver, release and renunciation by Buyer set out in Article 12.1.

Article 13: INDEMNITY AND INSURANCE

13.1 Buyer hereby assumes liability for and shall fully indemnify and hold harmless Seller on demand and shall keep Seller indemnified at all times from and against:

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(a) all Losses and Taxes whatsoever which may at any time be made or claimed by any person arising directly or indirectly in any manner out of the condition, testing, delivery, design, manufacture, purchase, registration, control, possession, ownership, import, export, management, operation, employment, use, leasing maintenance repair, overhaul, removal, certification, crew, provisioning, supply or servicing of the Aircraft or any part of the Aircraft at any time after title thereto has passed to Buyer in accordance with this Agreement but Buyer assumes no liability or duty to, indemnify Seller for Losses and Taxes associated with, caused by or derived from actions of Seller or arising at any time prior to Buyer taking title to the Aircraft.

(b) all Losses which may at any time be made or brought on the ground that any design, article or material in the Aircraft or the operation or use thereof constitutes an infringement of patent or other intellectual property right or any other right whatsoever.

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13.2 Seller hereby assumes liability for and shall fully indemnify and hold harmless Buyer on demand and shall keep Buyer indemnified at all times from and against all Losses and Taxes whatsoever which may at any time be made or claimed by any person arising directly or indirectly in any manner out of the condition, testing, delivery, design, manufacture, purchase, registration, control, possession, ownership, import, export, management, operation, employment, use, leasing maintenance repair, overhaul, removal, certification, crew, provisioning, supply or servicing of the Aircraft or any part of the Aircraft at any time before title thereto has passed to Buyer in accordance with this Agreement but Seller assumes no liability or duty to, indemnify Buyer for Losses and Taxes associated with, caused by or derived from actions of Buyer or arising at any time after Buyer takes title to the Aircraft.

13.3 Buyer shall under the Hull All Risks and Hull, War and Allied Perils Risks Insurance provide full waiver of Subrogation against Seller and their officers, directors, employees, agents and servants to the extent of Indemnity given in this Agreement. The above coverage should be available for Seller for two (2) years following the Delivery Date..

13.4 Buyer shall include Seller as an additional insured to the extent of Indemnity given in this Agreement and shall contain a full waiver of Subrogation against Seller under its Comprehensive Airlines Liability insurance. This coverage shall be available for Seller for two (2) years following the Delivery Date or until the Aircraft is parted-out, whichever occurs earlier..

13.5 Buyer's insurance obligations as set forth above shall continue with respect to the Aircraft for a period ending the earlier (I) two years after the

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Closing Date applicable to the Aircraft, (ii) the date the Aircraft undergoes a complete "D" check or its equivalent with an FAA approved maintenance facility, or (iii) the date the Aircraft is scrapped and deregistered by the FAA or other aeronautics authority with jurisdiction..

Article 14: BENEFITS AND ASSIGNMENTS

14.1 This Agreement shall insure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns, but it may not voluntarily be assigned in whole or in part by either party without the prior written consent of other party.

14.2 Notwithstanding the foregoing, without each consent:

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14.2.1 Either party's interest shall be assignable through merger, consolidation or reorganization, or voluntary sale or transfer of substantially all of its assets.

14.2.2 Seller may assign any of its fixed or contingent rights to receive money hereunder.

14.2.3 Buyer may assign all the right, title and interest of Buyer in, to and under this Agreement (a) to a financial institution, solely for financial purposes, (b) to any corporation, partnership, limited liability company, trust or other entity which is an affiliate of Buyer or at least 33% of the voting stock or interests of which is controlled by Buyer or the shareholders of Buyer.

14.3 Each party shall execute any consents or other documents reasonably requested for further evidence the other's consent in formal, recordable form satisfactory to the party requesting such consent. Any such consent and assignment shall not in any manner derogate or diminish each parties' rights and obligations under this Agreement or at law.

Article 15: NOTICES

15.1 Any notice required or permitted to be given pursuant to this Agreement shall be sent by certified airmail, facsimile or telex addressed as follows:

If to Seller
PLATINUM COMMERCIAL AIR GROUP, INC.
700 South Royal Poinciana Boulevard, Suite 500
Miami Springs, Florida 33172
Attn: President and CEO
Phone: (305) 888-2227
Fax: (305) 888-5220

DENAF 1337

If to Buyer:

VARIG Logistica, S.A.
Ponta do Galeão, 330 - 2° mezanino
Ilha do Governdor
21941-520 Rio de Jeneiro – Brasil

Attn: Gustavo de Moraes S. de Rocha
Phone: (55 21) 2468-2555
Fax: (55 21) 2468-2668

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CPMI - CORREIOS
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Doc:

Article 16: LAW AND JURISDICTION

16.1 (a) This Agreement is governed by the Laws of the State of Florida, United States of America

(b) The parties agree that the courts of State of Florida, United States of America or any Federal, District Court of the United States of America sitting in Miami-Dade County, Florida, United States of America are to have jurisdiction to settle any disputes in connection with this Agreement and submits to the exclusive jurisdiction of the courts of Florida in connection with this Agreement.

(c) Each party:

(i) waives objection to the courts of Florida on grounds inconvenient forum or otherwise as regards proceedings in connection with this Agreement;

(ii) agrees that a judgment or order of a court of Florida in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction;

(d) THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT TO ENFORCE ANY PROVISION OF THIS AGREEMENT.

Article 17: NO BROKERAGE; RELATED PERSONS

17.1 The parties agree that there will be no brokers or finders in this transaction. Seller and Buyer respectively agree to indemnify and hold each other harmless from and against all claims, demands, liability, damages, losses and judgments which may be incurred by the Seller or Buyer, as the case may be, arising out of Buyer's or Seller's actions or negotiations with respect to agents or brokers.

DENAF 1336

Article 18: DEFINITIONS

18.1 "Losses": means any claims, proceedings, losses, liabilities, suits judgments, costs, expenses, fees, penalties or fines (whether civil or criminal) of every nature and kind.

Article 19: ENTIRE AGREEMENT

19.1 This constitutes the entire agreement between Buyer and Seller relating to the sale and purchase of the Aircraft and supersedes any prior agreement or specification with respect to the subject matter hereto and no undertaking, warranty, representation or statement not contained in this Agreement shall be binding upon Seller or Buyer as a warranty or otherwise.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or agents as of this 11 day of July 2002.

TABELIÃO FALLEIROS - 19º Tabelionato de Notas
SÃO PAULO - BRASIL
Válido para ser utilizado somente no estrangeiro
Valid for use only in a foreign country
Valeur seulement dans les pays etrangers
Valido solamente para uso en pais estranjero.

Tabelião Falleiros

PLATINUM COMMERCIAL AIR GROUP, Inc.

By:

Title: PRESIDENT

12 JUL. 2002

VARIG LOGISTICA S.A.

By:

Title:

TABELIÃO FALLEIROS
Este documento, para ter efeito no Brasil e valer contra terceiro deverá ser vertido em vernáculo e registrada a tradução. (PROV. 58/89 - C.G.J.)

Cartório do 13º Tabelião de Notas da Capital
...e documento, para produzir efeito no Brasil ...ara valer contra terceiros, deverá ser vertido ...vernáculo e registrada a tradução em ...tório de Registro de Títulos e Documentos ...a 67-1-Seção VII-Cap. XIV das Normas de ...ões da C.G.J. apr. pelo Prov.5/88).

13.º TABELIÃO DE NOTAS DE SÃO PAULO - SP - *Bel. AVELINO LUÍS MARQUES*
RUA PRINCESA ISABEL, 363 - BROOKLIN PAULISTA - CEP 04601-001 - TEL/FAX: (11) 5041-7622
Reconheço por Semelhança a(s) firma(s) de EDSON ARRUDA DE FARIA E ALBUQUERQUE (50788)JOSE CARLOS ROCHA LIMA (84049)PAULO CEZAR BASTOS CASTELLO BRANCO (30794) Dou fé.
São Paulo, sexta-feira, 12 de julho de 2002 Nº 07.1/120702-3
Em testemunho da verdade
ROBERTO LEITE DE OLIVEIRA - Escrevente Autorizado
Válido somente com o Selo de Autenticidade - 5,49

COLEÇÃO NOTARIAL SÃO PAULO ARPEN-SP RECONHECIMENTO DE FIRMA
SP 1915AA113049

COLEÇÃO NOTARIAL SÃO PAULO ARPEN-SP RECONHECIMENTO DE FIRMA 2
SP 1909AA164574

COLEÇÃO NOTARIAL SÃO PAULO ARPEN-SP RECONHECIMENTO DE FIRMA 2
SP 1909AA078843

13

DENAF 735

EXHIBIT A

FORM OF FULL WARRANTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT PLATINUM COMMERCIAL AIR GROUP, INC. ("Seller"), a corporation organized under the laws of Florida, the owner of the full legal beneficial title to that certain 727-200 aircraft bearing manufacture's Serial Number 21341 (N213UP), together with the three (3) Pratt & Whitney Model JT8D-17 engines installed thereon, bearing Manufacturer's Serial Numbers 688242-17, 688223-17 and 688385-17 respectively, together with all appliances, parts, instruments, appurtenances, accessories, furnishings or other equipment of property associated with said Aircraft and engines, (collectively, the "Aircraft") all as described in the Aircraft Purchase Agreement between Seller and VARIG LOGISTICA S.A. ("Buyer") dated as of July ____, 2002.

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THAT for and in consideration of the sum of One United States Dollar (U.S.$1) and other valuable consideration, the receipt of which is hereby acknowledged, Seller does this ___ day of July , 2002, grant convey, transfer bargain and sell, deliver and set over unto Buyer, and unto its successors and assignees forever, all of Seller's right, title and interest in and to the above-described Aircraft, to have and to hold the Aircraft unto Buyer, its successors, and assigns, for its and their use forever.

THAT Seller hereby warrants to Buyer, its successors and assigns, that there, is hereby conveyed to Buyer on the date hereof, title to the aforesaid Aircraft free and clear of all liens, claims and encumbrances, and that Seller will warrant and defend such title forever against all claims and demands.

PLATINUM COMMERCIAL AIR GROUP, INC.

By:

Title:

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

DEN 1334

THIS IS TO CERTIFY THAT PLATINUM COMMERCIAL AIR GROUP, INC. has on this date tendered and delivered to VARIG LOGISTICA S.A. in accordance with the Aircraft Purchase Agreement between them dated as of _____, 2002 the following property:

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1. One Boeing 727-200 Aircraft, Manufacturer's Serial Number 21341

2. three (3) Pratt & Whitney Model JT8D-17 engines, bearing Manufacturer's Serial Numbers 688242-17, 688223-17 and 688385-17

3. All Manuals and Aircraft Records with respect to the equipment set forth above.

VARIG LOGISTICA S.A. accepts delivery of such Aircraft and installed engines under, and for all purposes of, the Aircraft Purchase Agreement dated as of _____, 2002.

EXECUTED AND DELIVERED THIS _____ DAY OF _____, 2002

By:_____

Its:_____

EXHIBIT E.

ORIGINAL

AIRCRAFT SPECIFICATIONS

MODEL:	B727-200F	MAX. TAXI WEIGHT:	195,500 lbs
MANUFACTURER:	BOEING	MAX GROSS TAKE OFF WEIGHT:	194,800 lbs
SERIAL NUMBER:	21341	MAX. LANDING WEIGHT:	161,000 lbs
LINE NUMBER:	1253	MAX. ZERO FUEL WEIGHT:	151,500 lbs
REG. NUMBER:	N213UP	MFGRS. EMPTY WEIGHT:	94,998 lbs
DATE OF MANUFACTURE:	Apr-77	OPERATORS WEIGHT EMPTY:	N/A
CURRENT OPERATOR:	UPS	PAYLOAD:	58,500 lbs

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AIRFRAME STATUS

TIME AS OF:	Apr-02	MAINTENANCE PROGRAM: UNITED PARCEL SERVICE
TOTAL AIRFRAME HRS:	29,429	"A" check @ 50 day phased interval A1 thru A7
TOTAL AIRFRAME CYC:	28,323	"B" check @ 150 day phased interval B1 thru B21
Last "C" CHECK:	Jun-01	"C" check @ 18 month intervals
Last "D" CHECK	Sep-99	"D" check @ 72 month intervals
NEXT "D" CHECK SCHED:	Sep-05	Parked at GYR on 28MAR02 29,429:26 Hrs / 28,323 Cycles
Time Since "C" Check: 368:17 Hrs / 417 Cycles Time Since "D" Check: 1066:56 Hrs / 1022 Cycles		
"Clock Time" stops when aircraft was parked at GYR as per FAA. Time left on "C" Calendar: 9 Months		
MOD STATUS:	Pemco door installed, stage 3 Fedex HGW	
LANDING GEAR TSO:	MLG inst. 10/12/94 -TSO - 3245:03 NLG inst. 4/7/98 TSO- 1671:36	

ENGINE STATUS

ENGINE TYPE:	JT8D-17	ENGINE MANUFACTURER:	PRATT & WHITNEY
MAINTENANCE PROGRAM:			

				TSLV		REMAINING TO DISC.		
POS.	SERIAL NUMBER	TOTAL TIME	TOTAL CYCLES	HOURS	CYCLES	FIRST LIMIT	HOURS	CYCLES
1	688242 -17	18116	16809	563 (ESV1)	594	C-11/C-13	4329	2418
2	688223 -17	18751	18409	1310 (ESV2)	1170	C-5/C-5	11249	1591
3	688385 -17	27698	27302	895 (ESV1)	921	C-7/T-1	8679	474

EXHIBIT C

GENERAL DATA

FUEL CAPACITY:	54,700 lbs	INTERIOR	Converted to cargo by Pemco.
		AFM REV 19 21JUN99	
FUEL SYSTEM:	Standard	FULL FLUSH LAVATORY	

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Doc:

Required Manuals for Aircraft Acceptance

EXHIBIT D

DENAF 138

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0522
Fls: -
3675
Doc:

Notes:

All flight data and technical reference material must be current and applicable to the aircraft configuration.

- Check if language is English
- Check type of media furnished (Print or Microfilm)
- Check also contractual requirements
- If more than one set or volume is provided, note accordingly.

REQUESTED	PUBLICATION	REVISION	TYPE (P OR M)	RECEIVED
	Aircraft Maintenance Manual			
	Illustrated Parts Catalog (IPC)			
	WDM including Wire List and Hook up List			
	Structural Repair Manual (SRM)			
	Systems Schematic Manual			
	Airframe Component Maintenance Manual			
	BFE MM & IPC manuals			
	Power Plant Build-up Manual (GE)			
	Engine Task Numbered Shop Manual (GE)			
	Galleys CMM (for all type of galleys installed)			
	Seat CMM (First, Business and Tourist)			
	Oven CMM			
	Manual for any other Galley insert unique to the operator (refrigerator, Etc)			
	NDT Manual (any modification by operator)			
	APU MM (any modification by operator)			
	Aircraft Detail Specification			
	Electrical Load Analysis			
	Temporary Revisions for Microfilm Manuals			
	IPM -Inspection Procedures Manual (selected procedures)			
	Part Number conversion manual (operators x manufacturer)- (as required)			
	Aircraft Flight Manual (AFM)			
	FCOM or Operations Manual			
	Quick Reference Handbook (QRH)			
	Operator customized MEL, CDL and DPG as applicable			
	Weight & Balance Manual			
	Weight & Balance Supplement			
	Cargo Loading Manual (if applicable)			
	Cockpit Check List			
	FEFI (DC-10 only)			
	Fault Isolation Manual (TAFI for DC-10)			
	Any other Manual added by STC			

Required Documentation for Aircraft Acceptance

EXHIBIT E

DENAF 1330

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Doc:

Notes:

1. All documents should show the Company where the documents came from
2. Documents must be signed off

Certification documents

REQUESTED	DESCRIPTION	NOTES	RECEIVED
☐	AIRCRAFT SPECIFICATION SUMMARY	Updated until delivery date	
☐	ORIGINAL FAA EXPORT CERTIFICATE OF AIRWORTHINESS	Copy if original not available	
☐	EXPORT C OF A FOR THIS DELIVERY	Issued by the country's authority. Must have been issued within 30 days.	
☐	NOISE CERTIFICATE	Included in AFM or a separate statement	
☐	CURRENT CERTIFICATE OF AIRWORTHINESS	FAA Form 8110.2/8130-4 or equivalent (copy OK)	
☐	*CURRENT CERTIFICATE OF REGISTRATION*	FAA Form 8050-3 or equivalent	
☐	RADIO STATION LICENSE	Copy OK	
☐	NON-ACCIDENT/LETTER	For Aircraft and engines installed.	
☐	AIRFRAME LOG BOOK	Total of pages. Include cabin log book if used by operator	
☐	REPAIR STATION CERTIFICATE	For the work performed on the Aircraft and Engines	
☐	COMPLIANCE WITH MAINTENANCE PROGRAM	*Letter statement from quality assurance or stamp* from aeronautical authority	
☐	QUARTERLY RELIABILITY DATA	As available	
☐	*GALLEY SANITY CONSTRUCTION*	As available	
☐	AIRFRAME HISTORICAL TIME & CYCLE REPORT	Table counting since new Certified by Quality Assurance	
☐	CURRENT INSURANCE CERTIFICATE		
☐	CURRENT RADIO STATION LICENSE		
☐	QUALITY ASSURANCE STATEMENTS	As required	
☐	DE-REGISTRATION MESSAGE	After technical Acceptance	

MAINTENANCE STATUS

REQUESTED	DESCRIPTION	NOTES	RECEIVED
☐	ATC TRANSPONDER BENCH CHECK	FAR 91.413/FAR 43 App F	
		FAR 91.411/FAR 43 App E	

DENAF 1320

Required Documentation for Aircraft Acceptance

☐	STANDBY ALTIMETER BENCH CHECK		

REQUESTED	DESCRIPTION	NOTES	RECEIVED
☐	STANDBY COMPASS DEVIATION CHART		
☐	DFDR DATA DUMP		
☐	OPERATOR'S MAINTENANCE PROGRAM	Certified by local authority Complete for Airframe and Engines	
☐	TABLE OF DISTRIBUTION OF PACKS		
☐	HT COMPONENT STATUS SUMMARY	By PN, SN showing TT, TC. TSO, CSO, Time Remaining, Installation Date	
☐	CALENDAR COMPONENTS STATUS SUMMARY	By PN, SN showing TT, TC. TSO, CSO, Time Remaining, Installation Date	
☐	OC / CM COMPONENT STATUS SUMMARY	By PN, SN showing TT, TC. TSO, CSO, Time Remaining, Installation Date	
☐	COMPONENT SERVICEABLE TAGS (ZERO TIME)	Form 8130-3/JAA Form 1 or Vendor tag	
☐	*COMPONENT SHOP OVERHAUL RECORDS*		
☐	CPCP STATUS	Showing last accomplishment and next due	
☐	CPCP LEVEL 2/3 FINDINGS STATUS DOCS		
☐	TASK CARD VERSUS OAMP NUMBER		
☐	SSID INSPECTION STATUS & SUMMARY	Showing last accomplishment and next due	
☐	LAST CHECK PACKAGE	Copy of last not repeated check package	
☐	AIRCRAFT MAINTENANCE LOG (SCHEDULE MAINTENANCE CHECK)	Or Aircraft Log Book or list of major services performed (maintenance check status)	
☐	SAMPLING STATUS	Showing last accomplishment	
☐	FUEL SAMPLING RESULT FROM ALL TANKS		
☐	OIL AND FLUID USED		
☐	CMR STATUS LIST	Showing last accomplishment and next due (MD-11,B767 & B737NG)	
☐	ALI STATUS LIST	Showing last accomplishment and next due (MD-11 only)	
☐	CONTROL SURFACE BALANCE DATA		
☐	LAST FLIGHT TEST REPORT		

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CONFIGURATION CONTROL

REQUESTED	DESCRIPTION	NOTES	RECEIVED
☐	STC INCORPORATION STATUS LIST		

Required Documentation for Aircraft Acceptance

☐	STC COMPLIANCE DOCUMENTS	Form 8110 AFM Appendix Drawings and Reports	

REQUESTED	DESCRIPTION	NOTES	RECEIVED
☐	AVIONICS LIST	If not included in Fit List (all components under control)	
☐	LIST OF STRUCTURAL REPAIRS	Should include dents list Should include location with drawing references	
☐	MAJOR ALTERATION RECORDS	Form 8110, 337, drawings, wiring. Etc STC, AFM Appendix , Engineering Report	
☐	COMPLIANCE DOCUMENTS FOR STRUCTURAL REPAIRS OUTSIDE SRM	Form 8110-3 and Form 337	
☐	OPERATOR / MANUFACTURER PART NUMBER CROSS REFERENCE	As required	
☐	SB/AOL/SL ACCOMPLISHMENT SUMMARY	List showing what was accomplished, how, when, where and compliance record	
☐	SB ACCOMPLISHMENT SUPPORT DOCUMENT		
☐	AIRFRAME AD SUMMARY	With time/cycle performed, next due time and mean of compliance	
☐	AD AIRFRAME COMPLIANCE DOCUMENTS		
☐	APPLIANCE AD SUMMARY	With time/cycle performed, next due time and mean of compliance	
☐	APPLIANCE AD COMPLIANCE DOCUMENTS		
☐	WEIGHT & BALANCE REPORT	Less than 1 year old	
☐	EMERGENCY EQUIPMENT MAP	Includes table with quantity and part numbers	
☐	INTERIOR LAYOUT DRAWING	Certified by FAA or original from manufacture	
☐	BURN CERTIFICATES	Should include: Curtain, Carpet, Flight Attendant Seat (cushions, covers, combination of materials) Pax Seat Y, C, F, Crew Seat, crew rest mats, cushions, covers, combination	
☐	GALLEY DRAWING INSERTS OR LOOSE EQUIPMENT LIST	Will be part of acceptance certificate	
☐	MANUFACTURER ORIGINAL DELIVERY DOCUMENTS	Detail specification Miscellaneous book Readiness log (mandatory) Rigging brochure Other as available	
☐	LIST OF MODS BEFORE DELIVERY		
☐	LIST OF EQUIPMENT WITHOUT TSO		
☐	FAR COMPLIANCE LIST	See Appendix 4	
☐	FAR COMPLIANCE SUPPORTING DOCUMENTS	Form 8110-3 and Form 337	

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Required Documentation for Aircraft Acceptance

❑	ETOPS COMPLIANCE	As required	

LANDING GEAR (for each Gear)

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Doc: 3675

REQUESTED	DESCRIPTION	NOTES	RECEIVED
❑	LAST OVERHAUL RECORDS	*Should include bench checklist of parts replaced* and record for each LLP replaced	
❑	LLP TRACEABILITY & STATUS	List of LLP with historical list, rate of weight calculation	
❑	*SB ACCOMPLISHMENT STATUS*	If not included in the overhaul records or airframe list	
❑	FORM 8130 FOR EACH INSTALLED LLP		

APU

REQUESTED	DESCRIPTION	NOTES	RECEIVED
❑	APU LOG BOOK	Updated until the last replacement	
❑	LAST OVERHAUL RECORDS	Should include bench checklist of parts replaced and record for each LLP replaced	
❑	LLP TRACEABILITY & STATUS	List of LLP with historical list, rate of weight calculation	
❑	*SB SUMMARY*	If not included in the overhaul records or Airframe list	
❑	PERFORMANCE TEST	Normally included in the shop record	
❑	AD SUMMARY	If not included in the Airframe AD	
❑	BORESCOPE REPORT		
❑	FORM 8130 FOR INSTALLED COMPONENTS AND LLP		
❑	FORMUAL USED AS RATIO FOR APU UTILIZATION COUNTING		

ENGINE

REQUESTED	DESCRIPTION	NOTES	RECEIVED
❑	LAST SHOP VISIT RECORDS	Form 337 and 8130 for each module from last overhaul and for last shop visit, list of LLP replaced.	
❑	HISTORICAL SHOP VISIT RECORDS	Previous shop records before overhaul for each module	
❑	AD STATUS SUMMARY	With time/cycle performed, next due time and mean of compliance	
❑	AD SIGNOFF SUPPORT DOCUMENTS		

DENAF 1376

Required Documentation for Aircraft Acceptance

☐	SB STATUS SUMMARY		
☐	SB COMPLIANCE RECORDS		

REQUESTED	DESCRIPTION	NOTES	RECEIVED
☐	DISK SHEET STATUS	LLP list with PN, SN, remaining limits and rate used.	
☐	LLP TRACEABILITY TO NEW	With birth record for each part installed	
☐	GE PRODUCTION STATEMENT FOR DISK	Only if required for part without form 8130	
☐	LAST TEST CELL DATA		
☐	LAST POWER ASSURANCE RECORDS		
☐	HPT PIP STATUS	As required	
☐	HPT BLADES NUMBER OF OVERHAULS	Traceability and status	
☐	LAST BORESCOPE REPORT		
☐	ETOPS COMPLIANCE REPORT	If required	
☐	MANUFACTURER DELIVERY DOCUMENTS	Data submittal from GE Other available	
☐	LAST SOAP ANALISYS		
☐	HT COMPONENTS STATUS SUMMARY	By PN, SN showing TT, TC, TSO, CSO, Time Remaining, Installation Date	
☐	*TREND MONITORING REPORT*		
☐	FRENCH AD FOR CFM56		
☐	LIST OF ANY PMA INSTALLED		

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MISCELLANEOUS

REQUESTED	DESCRIPTION	NOTES	RECEIVED
☐	TECHNICAL ACCEPTANCE CERTIFICATE		
☐	CUSTOMS DOCUMENTS FOR EXPORT	AWB for cargo o/b Invoice. Etc	

DENAF 1321

AMENDMENT

This Amendment is dated as of August 08th, 2002, and relates to the Aircraft Purchase Agreement dated as of July 11, 2002, between Platinum Commercial Air Group, Inc., ("Seller") and Varig Logística S.A ("Buyer") pursuant to which Buyer has agreed to purchase from Seller a Boeing 727 Aircraft, serial number 21341 (N213UP) (the "Agreement").

1. Terms defined in the Agreement are used herein as defined therein.

2. Section 2.2 of the Agreement is amended to provide that Buyer shall pay na aggregate Down Payment of $ 1,015,000, of which $ 615,000 was paid on July 12th, 2002, and the balance of which shall be payable as follows:

a) $ 100,000 on September 7, 2002;
b) $ 100,000 on October 7, 2002; and
c) $ 200,00 on November 7, 2002.

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3675
Doc:

3. Except as amended above, the Agreement shall remain in full force and effect.

PLATINUM COMMERCIAL AIR GROUP, INC.

By. _____

Varig Logística S.A

By. _____

By. _____

VARIG LOGISTICA S.A. 08/08/02 CONTRATOS

DENAF 137

AMENDMENT II

This Amendment is dated as of September 14th, 2002, and relates to the Aircraft Purchase Agreement dated as of July 11, 2002, between Platinum Commercial Air Group, Inc., ("Seller") and Varig Logística S.A ("Buyer") pursuant to which Buyer has agreed to purchase from Seller a Boeing 727 Aircraft, serial number 21341 (N213UP) (the "Agreement").

1. Terms defined in the Agreement are used herein as defined therein.

2. On the 07th day of November, 2002 the buyer shall pay to the seller the first installment of the outstanding principal in the amount of US$ 79.493,95 (seventy nine thousand, four hundred ninety tree dollars and ninety five cents) and the balance of the purchase price shall be paid in arrears in 71 (seventy one) equal monthly installments in the amount of US$ 49.683,72 (forty nine thousand, six hundred eighty tree dollars and seventy two cents), beginning on the 7th day of December, 2002. The outstanding principal amount of the Purchase Price shall accrue interest at a rate equal to five percent (5%) per annum. The Buyer may prepay the Purchase Price at any time without penalty. The cash flow follow as Annex A of this Amendment.

3. Except as amended above, the Agreement shall remain in full force and effect.

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PLATINUM COMMERCIAL AIR GROUP, INC.

By. _____

VARIG LOGÍSTICA S.A

By. _____

By. _____

Witnesses:

_____

Name:
ID:

_____

Name:
ID:

24o OFÍCIO DE NOTAS
Av. Almirante Barroso, 139-C Tel:532-0424
Rio de Janeiro-RJ

RECONHECO por SEMELHANÇA a(s) firma(s) de:
EG38369-JORGE MERCIO GOMES DA SI.....
EG38368-EDSON ARRUDA DE MARIA E.....
ALBUQUERQUE.....

Em testemunho da verdade.
Rio de Janeiro, 21/10/2002.

021 DANIEL DOS SANTOS
ESCREVENTE AUTORIZADO

Reconhecimento de firma(s): 5,60 UFIR

CORREGEDORIA GERAL DA JUSTIÇA - RJ
SELO DE FISCALIZAÇÃO
RECONHECIMENTO DE FIRMA
TATO
IEG38384

CORREGEDORIA GERAL DA JUSTIÇA - RJ
SELO DE FISCALIZAÇÃO
RECONHECIMENTO DE FIRMA
TATO
IEG38383

DENAF 1.323

ANNEX A

Payment Number	Due Date	Beginning Balance	Total Payment	Principal	Interest	Ending Balance
1	07-Nov-02	3.085.000,00	79.493,95	58.927,28	20.566,67	3.026.072,72
2	07-Dez-02	3.026.072,72	49.683,72	37.075,08	12.608,64	2.988.997,63
3	07-Jan-03	2.988.997,63	49.683,72	37.229,56	12.454,16	2.951.768,07
4	07/Fev	2.951.768,07	49.683,72	37.384,69	12.299,03	2.914.383,38
5	07/Mar	2.914.383,38	49.683,72	37.540,46	12.143,26	2.876.842,93
6	07/Abr	2.876.842,93	49.683,72	37.696,87	11.986,85	2.839 146,05
7	07/Mai	2.839.146,05	49.683,72	37.853,94	11.829,78	2.801.292,11
8	07/Jun	2.801.292,11	49.683,72	38.011,67	11.672,05	2.763.280,44
9	07/Jul	2.763.280,44	49.683,72	38.170,05	11.513,67	2.725.110,39
10	07/Ago	2.725.110,39	49.683,72	38.329,09	11.354,63	2.686 781,29
11	07/Set	2.686.781,29	49.683,72	38.488,80	11.194,92	2.648.292,50
12	07/Out	2.648.292,50	49.683,72	38.649,17	11.034,55	2.609.643,33
13	07/Nov	2.609.643,33	49.683,72	38.810,21	10.873,51	2.570.833,12
14	07/Dez	2.570.833,12	49.683,72	38.971,92	10.711,80	2.531.861,21
15	07/Jan/04	2.531.861,21	49.683,72	39.134,30	10.549,42	2 492.726,91
16	07/Fev	2.492.726,91	49.683,72	39.297,36	10.386,36	2 453 429,55
17	07/Mar	2.453.429,55	49.683,72	39.461,10	10.222,62	2 413.968,45
18	07/Abr	2.413.968,45	49.683,72	39.625,52	10.058,20	2.374 342,94
19	07/Mai	2.374.342,94	49.683,72	39.790,62	9.893,10	2.334.552,31
20	07/Jun	2.334.552,31	49.683,72	39.956,42	9.727,30	2.294 595,89
21	07/Jul	2.294.595,89	49.683,72	40.122,90	9.560,82	2.254 472,99
22	07/Ago	2.254.472,99	49.683,72	40.290,08	9 393,64	2.214 182,91
23	07/Set	2.214.182,91	49.683,72	40.457,96	9.225,76	2 173 724,95
24	07/Out	2.173.724,95	49.683,72	40.626,53	9.057,19	2 133 098,42
25	07/Nov	2.133.098,42	49.683,72	40.795,81	8.887,91	2.092 302,61
26	07/Dez	2.092.302,61	49.683,72	40.965,79	8 717,93	2 051.336,81
27	07/Jan/05	2.051.336,81	49.683,72	41.136,48	8.547,24	2.010 200,33
28	07/Fev	2.010.200,33	49.683,72	41.307,89	8.375,83	1.968.892,44
29	07/Mar	1.968.892,44	49.683,72	41 480,00	8.203,72	1 927 412,44
30	07/Abr	1.927.412,44	49.683,72	41.652,83	8 030,89	1.885 759,61
31	07/Mai	1.885.759,61	49.683,72	41.826,39	7.857,33	1.843.933,22
32	07/Jun	1.843.933,22	49.683,72	42.000,66	7.683,06	1 801.932,55
33	07/Jul	1.801.932,55	49.683,72	42.175,67	7.508,05	1.759 756,89
34	07/Ago	1.759.756,89	49.683,72	42.351,40	7.332,32	1 717.405,49
35	07/Set	1.717.405,49	49.683,72	42.527,86	7.155,86	1.674.877,62
36	07/Out	1.674.877,62	49.683,72	42.705,06	6 978,66	1.632.172,56
37	07/Nov	1.632.172,56	49.683,72	42 883,00	6.800,72	1.589.289,56
38	07/Dez	1.589.289,56	49.683,72	43.061,68	6.622,04	1.546.227,88
39	07-Jan-06	1.546.227,88	49.683,72	43.241,10	6.442,62	1.502 986,78
40	07/Fev	1.502.986,78	49.683,72	43.421,28	6.262,44	1 459 565,50
41	07/Mar	1.459.565,50	49.683,72	43 602,20	6.081,52	1 415.963,30
42	07/Abr	1 415.963,30	49.683,72	43 783,87	5.899,85	1 372 179,43
43	07/Mai	1.372.179,43	49.683,72	43 966,31	5.717,41	1 328.213,12
44	07/Jun	1.328.213,12	49.683,72	44.149,50	5.534,22	1 284 063,63
45	07/Jul	1.284.063,63	49 683,72	44 333,45	5 350,27	1 239 730 17
46	07/Ago	1.239.730,17	49 683,72	44.518,18	5 165,54	1 195 211,99
47	07/Set	1.195.211,99	49.683,72	44 703,67	4 980,05	1 150 508,32
48	07/Out	1.150.508,32	49 683,72	44 889,94	4 793 78	1 105 618 39
49	07/Nov	1 105.618,39	49 683,72	45 076,98	4 606 74	1 060 541 41
50	07/Dez	1.060.541,41	49 683,72	45.264 80	4 418,92	1 015 276 61
51	07-Jan-07	1.015.276,61	49 683,72	45 453,40	4.230,32	969.823 21
52	07/Fev	969.823,21	49 683,72	45.642,79	4 040,93	924 180 42
53	07/Mar	924.180,42	49 583,72	45 832,97	3 850 75	878 347 45
54	07/Abr	878.347,45	49 583,72	46 023,94	3.659,78	832 323 52
55	07/Mai	832.323,52	49 683,72	46 215,71	3 468 01	786 107,81
56	07/Jun	786 107,81	49 683 72	46 408,27	3 275 45	739 699 54
57	07/Jul	739 699,54	49 683,72	46 601 64	3 082,08	693 097 90
58	07/Ago	693.097,90	49 683,72	46 795 81	2 887 91	646 302 09
59	07/Set	646.302,09	49 683,72	46 990,79	2 692 93	599 311 29
60	07/Out	599.311,29	49 683,72	47 186,59	2 497 13	552 124 70
61	07/Nov	552.124,70	49 683 72	47 383,20	2 300 52	504 741 50
62	07/Dez	504 741,50	49 683,72	47 580 63	2 103 09	457 160 87
63	07-Jan-08	457 160,87	49 683,72	47 778,88	1 904 84	409 381 99
64	07/Fev	409.381,99	49 683 72	47 977 96	1 705 76	361 404 03
65	07/Mar	361 404,03	49 683 72	48 177 87	1 505 85	313 226 16
66	07/Abr	313.226,16	49 683 72	48 378 61	1 305 11	264 847 55
67	07/Mai	264 847,55	49 683 72	48 580 19	1 103 53	216 267 36
68	07/Jun	216 267,36	49 683 72	48 782 61	901 11	167 484 75
69	07/Jul	167 484,75	49 683 72	48 985 87	697 85	118 498 89
70	07/Ago	118 498,89	49 583 72	49 189 97	493 75	69 308 91
71	07/Set	69 308,91	49 683 72	49 394 93	288 79	19 913 98
72	07/Out	19 913 98	19 997 19	19 913 98	83 20	0 00

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Eu, o abaixo assinado, Tradutor Público e Intérprete Comercial nesta Cidade do Rio de Janeiro, Estado do Rio de Janeiro, devidamente nomeado pela Portaria nº 10, de 3 de junho de 1975, do Excelentíssimo Senhor Presidente da Junta Comercial do Estado do Rio de Janeiro, CERTIFICO que me foi apresentado um documento exarado em língua inglesa a fim de ser por mim traduzido para o vernáculo, o que fielmente cumpro, em razão do meu ofício, como segue: ----

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---------- **CONTRATO DE COMPRA DE AERONAVE** ----------

----------**Celebrado entre** ----------

---------**PLATINUM COMMERCIAL AIR GROUP, INC.** --------

----------**e** ----------

---------- **VARIG LOGISTICA S.A.** ----------

-------- **Referente a Uma Aeronave (modelo) do** -------

---------- **Fabricante** ----------

----------**Número de série 21341** ----------

---------- **(N213UP)** ----------

----------**DATADO DE 11 DE JULHO DE 2002** ----------

---------- **CONTRATO DE COMPRA DE AERONAVE** ----------

Este Contrato de Compra de Aeronave foi celebrado em 11 de julho de 2002 entre a PLATINUM COMMERCIAL AIR GROUP, INC., uma sociedade constituída na Flórida ("Vendedora") e a VARIG LOGISTICA S.A., uma sociedade constituída no Brasil ou qualquer de suas coligadas, sucessores ou cessionárias ("Compradora"). ----------

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CONSIDERANDO QUE a Vendedora concordou em vender a Aeronave (conforme mais pormenorizadamente descrita no

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presente instrumento) para a Compradora e a Compradora concordou em adquirir tal Aeronave da Vendedora, de acordo com os termos e condições abaixo estabelecidos; e AGORA, PORTANTO, a Compradora e a Vendedora concordam com o que segue: ----------

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---------- **Cláusula 1: AERONAVE** ----------

A Vendedora concorda em vender e a Compradora concorda em comprar a aeronave 727-200 com o número de série do fabricante 21341 (N213UP) equipada com 3 (três) turbinas Pratt & Whitney Model JT8D-17 com os números de série do fabricante 688242-17, 688223-17 e 688385-17 (as "Turbinas"), junto com todos os acessórios, peças, instrumentos, mobiliários e outros equipamentos associados à dita aeronave (coletivamente, a "Aeronave"). Não obstante a descrição acima das Turbinas, a Vendedora concorda em, dentro de 90 (noventa) dias após a Data de Entrega e a critério da Compradora, substituir as Turbinas com 3 (três) turbinas Pratt & Whitney JT8D-17, cada uma com peças com vida útil de pelo menos 1500 ciclos remanescentes ("Turbinas Substitutas"). A Vendedora entregará as Turbinas Substitutas em Miami e a Compradora será obrigada a transportar as Turbinas Restantes às suas próprias expensas. ----------

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-------Cláusula 2: DEPÓSITO, PREÇO E PAGAMENTO ------

2.1 A Compradora pagará à Vendedora pela Aeronave o preço de compra de U.S. $4.100.000,00 (Quatro Milhões e Cem mil Dólares Norte-Americanos) (o "Preço de Compra"). A Compradora pagará o Preço de Compra de acordo com esta Cláusula 2. ----------

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2.2 Na data em que este Contrato for assinado e entregue pela Compradora e pela Vendedora, a Compradora pagará para a Vendedora (a) um depósito (o "Depósito") no valor de U.S. $100.000,00 (cem mil e No/100 Dólares Norte-Americanos), e (b) 15% (quinze por cento) do Preço de Compra, equivalente a US $615.000,00 (Seiscentos e Quinze Mil Dólares Norte-Americanos) (o "Sinal"). Na Data de Entrega, o Depósito será aplicado contra o Preço de Compra. Caso todas as condições para as obrigações da Compradora de conclusão estabelecidas na Seção 6.1 do presente instrumento foram cumpridas e a Compradora deixar de concluir este Contrato, então 50% (cinqüenta por cento) do Depósito não será reembolsável. Caso as transações contempladas neste Contrato não sejam concluídas por qualquer razão, independentemente de todas as condições para as obrigações de concluir da Compradora estabelecidas na

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Seção 6.1 do presente instrumento tenham sido cumpridas ou não, a Vendedora imediatamente devolverá o Sinal para a Compradora. ----------

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2.3 O saldo do Preço de Compra será pago em 14 (quatorze) prestações iguais e semestrais, iniciando-se o pagamento no 6º (sexto) mês de aniversário após a Data de Entrega. O valor principal em aberto do Preço de Compra acumulará juros a uma taxa igual a 5% (cinco por cento) ao ano. A Compradora poderá pagar antecipadamente o Preço de Compra em qualquer momento, sem multa. ----------

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2.4 Todos os pagamentos para Vendedora serão feitos em fundos válidos em Dólares Norte-Americanos na seguinte conta: ----------

---

First Union National Bank of Florida ----------

Miami, Florida ----------

Número ABA de Transferência: 067006432 ----------

Número da conta 2000001916133 ----------

Titular da conta: PLATINUM COMMERCIAL AIR GROUP ------

---------- **Cláusula 3: ENTREGA DA AERONAVE** ----------

3.1 Sujeita às condições estabelecidas na Cláusula 6 do

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presente instrumento, a venda da Aeronave será finalizada na Data de Entrega e a entrega da Aeronave será feita pela Vendedora para a Compradora na Data de Entrega no Aeroporto de [Goodyear], Fênix, Arizona. ----------

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3.2 A Aeronave será entregue em torno de 11 de 2002 (a "Data de Entrega"). ----------

3.3 Na Entrega: ----------

3.3.1. A Vendedora entregará a Aeronave para a Compradora ou representante da Compradora, no local de entrega determinado de acordo com a Seção 3.1, sob as condições estipuladas na Cláusula 4; ----------

3.3.2. A Compradora ou o representante da Compradora, assinará e entregará para a Vendedora um Certificado de Aceitação na forma estipulada no Anexo B, a respeito da Aeronave e Registros; e ----------

3.3.3. A Vendedora fará com que seu Advogado da FAA arquive o original, da Nota de Venda assinada, junto ao Registro de Aeronaves da FAA. ----------

3.4 O pagamento do Preço de Compra e os procedimentos para fechamento a serem concluídos de acordo com a Cláusula 6 do presente instrumento. ----------

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3.5 A entrega do Certificado de Aceitação assinado pela Compradora para a Vendedora constituirá prova definitiva para todos os fins de que a Aeronave está em condições satisfatórias e foi entregue pela Vendedora para a Compradora de acordo com as exigências estabelecidas por este Contrato. ----------

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3.6 Sujeita a recebimento [illegible] pela Vendedora do Preço de Com[illegible] de Aceitação, a Vendedora emitir [illegible] orma prescrita no Anexo A para a C[illegible] ---

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3.7 O tempo, sempre que men[illegible]nto, será a essência deste Contrat[illegible] ---

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---------- Cláusula 4: ESTADO DA AERONAVE ----------

4.1 A Vendedora e a Compradora concordam que a Aeronave será vendida e entregue pela Vendedora de acordo com as condições expressas por este Contrato, caso contrário na condição "CONFORME ESTIVER, ONDE FOR", com todas as falhas. ----------

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4.2 A AERONAVE SERÁ VENDIDA DE ACORDO COM SUA CONDIÇÃO FÍSICA EXISTENTE NA DATA DE ENTREGA E, À EXCEÇÃO DAS

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DECLARAÇÕES E GARANTIAS CONTIDAS NESTE CONTRATO POR PRESTADAS PELA VENDEDORA, ESTA NÃO SERÁ CONSIDERADA COMO TENDO FEITO RENÚNCIAS E OUTRAS DECLARAÇÕES, GARANTIAS, E PROMESSAS DE QUALQUER NATUREZA, EXPRESSAS OU TÁCITAS, LEGAIS OU OUTRAS, EM RELAÇÃO À AERONAVE, INCLUINDO, SEM LIMITAÇÃO, AS GARANTIAS DE ADEQUAÇÃO E COMERCIABILIDADE, E GARANTIAS OU DECLARAÇÕES DECORRENTES DA PRÁTICA COMERCIAL CUSTOMEIRA E CURSO COMERCIAL ANTERIOR, E QUAISQUER DECLARAÇÕES E GARANTIAS RELACIONADAS ÀS CONDIÇÕES DE QUALIDADE, AERONAVEGABILIDADE, VALOR, PROJETO, OPERAÇÃO, DURABILIDADE, CONFORMIDADE COM ESPECIFICAÇÕES E ADEQUAÇÃO DA AERONAVE, CONSTANTES DO CONTRATO OU DA ESCRITURA. ----------

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-- Cláusula 5: [INTENCIONALMENTE DEIXADA EM BRANCO] --

--------Cláusula 6: CONDIÇÕES PARA A ENTREGA; -------

----------PROCEDIMENTOS PARA O FECHAMENTO ----------

6.1 Condições da Obrigação de Conclusão da Compradora.

6.1.1 Nota de Venda: Na Data de Entrega, a Vendedora produzirá uma Nota de Venda totalmente garantida da Aeronave, na forma constante do Anexo A em apenso ao presente e que fará parte do presente instrumento (a "Nota de Venda"), transferindo a título justo a

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Aeronave da Vendedora para a Compradora, livre e desembaraçada de todos os gravames, encargos e direitos de terceiros e outros ônus. ----------

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6.1.2 Especificações da Aeronave: A Aeronave (a) cumprirá todos os padrões pertinentes de aeronavegabilidade da FAA, (b) estará de acordo com o Manual de Vôo da Aeronave e (c) cumprirá com as especificações estabelecidas no Anexo "C" em apenso ao presente e que farão parte do presente instrumento. -

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6.1.3 Vistoria: A Compradora terá vistoriado a Aeronave e os Registros da Aeronave e os resultados de tais vistorias serão satisfatórios para a Compradora, a seu critério de determinação, e a Compradora considera a Aeronave e os seus Registros aceitáveis. ----------

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6.1.4 Vôo-Teste. Às expensas da Vendedora, a Aeronave será testada em vôo por um período de até duas horas pela Vendedora no momento de sua entrega consoante este contrato. Até 2 (duas) pessoas indicadas pela Compradora (ou mais, se consentido for pela Vendedora) poderão participar de tal vôo-teste como observadores. Sujeito às exigências das apólices de seguro contratadas em relação à Aeronave e às exigências da

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autoridade de vôo da Vendedora, um piloto qualificado indicado pela Compradora ocupará o assento, seja como piloto ou co-piloto durante tal vôo. O vôo-teste será realizado usando procedimentos-padrões de vôos-testes para verificação da operação da aeronave Boeing modelo 727-200, turbinas JT8D-17 Pratt & Whitney e seus sistemas. Caso tal vôo-teste revele quaisquer discrepâncias que estejam fora dos limites aplicáveis dos manuais de manutenção e/ou operação, então a Vendedora, as suas próprias expensas, fará com que tais discrepâncias sejam imediatamente retificadas e, se necessário, de modo a verificar a correção de tais discrepâncias, a Vendedora realizará vôo-teste adicional de acordo com as disposições do presente instrumento. ----------

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6.1.5 Telex de revogação de registro da FAA: a Vendedora obterá e entregará para a Compradora, às expensas da Vendedora, o telex de revogação de registro da Aeronave junto à FAA. ----------

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6.1.6 Certificado de Exportação de Aeronavegabilidade: a Vendedora obterá e entregará para a Compradora, às expensas da Vendedora, um Certificado de Exportação de Aeronavegabilidade da Aeronave emitido pela FAA. -----

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6.1.7 Licença de Transporte: a Vendedora obterá e entregará para a Compradora, às expensas da Vendedora, uma licença para transporte da FAA autorizando o transporte da Aeronave a partir do Local de Entrega para o Rio de Janeiro. ----------

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6.1.8 Declarações e Garantias da Vendedora: Todas as declarações e garantias prestadas pela Vendedora neste Contrato, incluindo, sem limitação, aquelas estabelecidas na Seção 11.1 deste Contrato, serão exatas e fiéis no momento da entrega da Aeronave. ----

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6.1.9 Equipamentos Adicionais. Na Data de Entrega, a Vendedora também entregará para a Compradora (a) um Sistema GPS Honeywell e (b) um Rádio H-F, nenhum deles são de instalação exigida na Aeronave pela Vendedora.

6.1.10 Registros e Manual. A Vendedora entregará para a Compradora todos os manuais estipulados no Anexo "D" ("Manuais") e a documentação estabelecida no Anexo "E" ("Registros da Aeronave") referentes à Aeronave. -----

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6.2 Condições para as Obrigações de Fechamento da Vendedora. ----------

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6.2.1 Certificado de Aceitação: Na Data de Entrega, mediante aceitação da Aeronave pela Compradora, a Compradora assinará e entregará para a Vendedora um Certificado de Aceitação na forma constante do Anexo B, em apenso e que faz parte do presente instrumento. ---

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6.2.2 Pagamento do Preço de Compra: Na Data de Entrega, a Compradora fará com que haja o pagamento do Preço de Compra a ser feito para a conta bancária da Vendedora conforme indicado por esta. Uma vez que a Vendedora tenha recebido a confirmação do recebimento do Preço de Compra e tenha recebido o Certificado de Aceitação, a Nota de Venda será imediatamente liberada para arquivamento, pelo Advogado encarregado da FAA da Vendedora, junto ao Registro de Aeronave da FAA. -----

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6.2.3 Declarações e Garantias da Compradora: todas as declarações e garantias prestadas pela Compradora neste Contrato, incluindo, sem limitação, aquelas estabelecidas na Seção 11.2 deste Contrato, serão exatas e fiéis no momento da entrega da Aeronave. ----

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----------Cláusula 7: RISCO DE PERDA ----------

O direito e o risco de perda ou dano da Aeronave passará da Vendedora para a Compradora na Data de

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Entrega após o pagamento de todas as quantias ter sido feito à Vendedora de acordo com a Cláusula 2 e após a emissão da Nota de Venda na forma constante do Anexo - A. O direito e o risco de perda ou dano à Aeronave permanecerá com a Vendedora até que o pagamento de todas as quantias seja feito à Vendedora de acordo com o determinado na Cláusula 2 e até a emissão da Nota de Venda na forma constante do Anexo A. ----------

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---------- **Cláusula 8: DESPESAS E TRIBUTOS** ----------

8.1 A Compradora concorda em pagar todos os tributes, impostos e taxas de qualquer natureza (excluindo qualquer imposto sobre a receita líquida da Vendedora ou quaisquer impostos sobre receitas brutas lançados contra a Vendedora que tenham a natureza ou substituam o imposto de renda desta) que possam ser cobrados por quaisquer autoridades fiscais em relação à venda e à entrega da Aeronave. ----------

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8.2 A Vendedora pagará todas as despesas de aeroporto e de hangar referentes à aeronave antes de sua entrega e aceitação. ----------

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--------**Cláusula 9: RESCISÃO POR INSOLVÊNCIA** -------

No caso de qualquer das partes: ----------

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9.1 Realizar uma cessão geral para benefício de credores ou se tornar insolvente; ----------

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9.2 Protocolar pedido de Autofalência; ----------

9.3 Ter pedidos ou concordar com indicação de síndico, fiduciário ou agente similar para liquidar ou conservar seus negócios ou qualquer parte significativa de seus ativos; ----------

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9.4 Dar início, de acordo com as leis de qualquer jurisdição competente, a qualquer processo que envolva sua insolvência, falência, concordata, reajuste de dívidas, dissolução, liquidação ou qualquer outro procedimento similar de amparo de devedores financeiramente destacados, ou ----------

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9.5 Tornar-se objeto de qualquer processo ou ação do tipo descrito nas cláusulas 9.3 ou 9.4 acima e tais processos ou ações permaneçam produzindo seus efeitos por um período de pelo menos 90 (noventa) dias; ------

A outra parte poderá, através de notificação escrita, por quaisquer eventos especificados nos subitens 9.1 até 9.5 acima, rescindir este Contrato. ----------

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- Cláusula 10: ATRASOS PERDOÁVEIS E DANOS À AERONAVE -

10.1 Nenhuma das partes será responsável ou será considerada inadimplente por conta de atraso na realização de qualquer ato a ser realizado consoante este Contrato em função de qualquer das seguintes causas: caso fortuito ou inimigo público, guerra civil, insurreições ou revoltas, incêndios, enchentes, explosões, terremotos, restrições epidêmicas ou por quarentena; qualquer causa similar que esteja fora do controle da parte que impossibilite a ação da parte incapaz não ocasionado por falha ou negligência de tal parte. No caso de, em conseqüência de tal atraso escusável, a condição para fechamento da Compradora estabelecida na Seção 6.1 do presente instrumento não seja cumprida ou à Aeronave não seja entregue dentro de 5 (cinco) dias úteis após a Data de Entrega inicialmente programada, a Compradora terá direito (mas não será obrigada) a rescindir este Contrato imediatamente através de aviso por escrito à Vendedora e, portanto, nenhuma das partes terá qualquer responsabilidade perante a outra consoante este instrumento, exceto que a Vendedora reembolsará imediatamente à Compradora quaisquer pagamentos porventura feitos em relação à Aeronave pela Compradora para a Vendedora. ----------

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10.2 A Vendedora notificará prontamente a Compradora por escrito sobre a ocorrência de qualquer evento que faça a Vendedora razoavelmente crer que resultará em atraso na entrega da Aeronave de acordo com as determinações do presente, incluindo detalhes sobre os motivos de tal previsão de atraso; considerando, contudo, que qualquer tal aviso não prejudicará o direito da Compradora de acordo com a Seção 10.1 do presente instrumento. ----------

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10.3 No caso de antes da entrega a Aeronave sofrer perda, destruição ou dano que não possa ser reparado por qualquer motivo, a Vendedora notificará a Compradora, por escrito, imediatamente após a ocorrência de tal evento. Este Contrato estará, portanto, rescindido em relação à Aeronave e a Vendedora reembolsará a Compradora imediatamente de quaisquer pagamentos relacionados à Aeronave anteriormente feitos pela Compradora à Vendedora e nenhuma parte terá qualquer responsabilidade adicional perante a outra parte consoante este instrumento. ----

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Cláusula 11: GARANTIAS DA VENDEDORA E DA COMPRADORA

11.1 A Vendedora garante para a Compradora que: ------

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11.1.1. Na Data de Entrega terá título justo e negociável da Aeronave livre e desembaraçado de todos os gravames, reivindicações e encargos. ----------

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11.1.2. A Vendedora é devidamente constituída e validamente existente de acordo com as leis da Flórida como uma sociedade e possui plenos poderes para realizar seus negócios tal como atualmente conduzidos e contratar e cumprir suas obrigações consoante este Contrato e cumpriu todas as exigências legais relacionadas aos negócios tal como atualmente conduzidos. ----------

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11.1.3. A Vendedora tomou todas as medidas societárias necessárias para autorizar a assinatura e a entrega deste Contrato, bem como para o cumprimento, pela Vendedora, de todas as suas obrigações no presente instrumento. ----------

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11.1.4.A assinatura, entrega e execução deste Contrato não viola nem violará quaisquer restrições estatutárias ou qualquer lei existente aplicável, ou regulamento que crie obrigações para a Vendedora ou sobre seus ativos.

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11.1.5.A Aeronave cumpre as especificações contidas no Anexo C deste Contrato, incorporadas ao presente por referência e a Vendedora não está ciente de qualquer condição ou defeito latentes que possam afetar as especificações da Aeronave tal como estabelecidas no Anexo C. ----------

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11.2 A Compradora declara e garante à Vendedora que: -

11.2.1 A Compradora é devidamente constituída e validamente existente de acordo com as leis do Brasil como uma sociedade e possui plenos poderes para realizar seus negócios tal como atualmente conduzidos e contratar e cumprir suas obrigações consoante este Contrato e cumpriu todas as exigências legais relacionadas aos negócios tal como atualmente conduzidos. ----------

---

11.2.2 A Compradora tomou todas as medidas societárias necessárias para autorizar a assinatura e a entrega deste Contrato, bem como para o cumprimento, pela Compradora, de todas as suas obrigações no presente instrumento. ----------

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11.2.3 A assinatura, entrega e execução deste Contrato não viola nem violará quaisquer restrições estatutárias ou qualquer lei existente aplicável, ou regulamento que crie obrigações para a Compradora ou sobre seus ativos. ----------

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Cláusula 12: LIMITES À RESPONSABILIDADE DA VENDEDORA

12.1 A Compradora concorda e reconhece que a Aeronave será vendida em seu real estado e condição na Entrega e que não há condições, garantias, declarações ou termos relacionados a seu estado, condições ou aeronavegabilidade foram ou serão prestados pela Vendedora para a Compradora exceto conforme expressamente disposto neste Contrato e na Nota de Venda. A Compradora renuncia no presente instrumento ao benefício de todas e quaisquer condições, garantias, declarações ou termos por parte da Vendedora, salvo pelas que tiverem sido prestadas expressamente neste Contrato, seja por lei ou por força de outro dispositivo, relacionada, de qualquer forma, ao estado, condição ou aeronavegabilidade da Aeronave, incluindo, sem limitação: ----------

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12.1.1 Qualquer condição ou garantia de aeronavegabilidade, negociação ou adequação para qualquer fim, valor condição, projeto, estimativa de

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vida, qualidade, estado, performance, uso ou operação de qualquer natureza. ----------

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12.1.2 Qualquer condição ou garantia decorrente do curso da negociação, da performance, uso ou outro; --

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12.1.3 Qualquer obrigação, responsabilidade, direito, reivindicação ou recurso no contrato ou na escritura, decorrente ou não da negligência da Vendedora, e ----

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12.1.4 Qualquer obrigação, responsabilidade, direito, reivindicação ou recurso por perda ou dano a qualquer aeronave (incluindo, sem limitação, a Aeronave) por perda de uso, receita ou lucro ou por qualquer responsabilidade da Compradora com terceiros ou por qualquer dano direto, incidental ou lucros cessantes.

12.2 A Compradora reconhece que esta Cláusula 12 está sujeita a total discussão e negociação entre a Compradora e a Vendedora e que o Preço de Compra e todos os outros acordos da Compradora e da Vendedora contidos neste Contrato foram atingidos em consideração às disposições desta Cláusula 12, particularmente incluindo a renúncia e liberação pela Compradora estabelecidas na Cláusula 12.1. ----------

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--------- **Cláusula 13: INDENIZAÇÃO E SEGURO** ---------

13.1 A Compradora assume no presente a responsabilidade por indenizar e manter indene a Vendedora quando de demandas, e manterá a Vendedora indenizada em todos os momentos contra: ----------

(a) Todas as Perdas e Impostos surgidos ou cobrados por qualquer pessoa que decorra direta ou indiretamente, de qualquer forma, da condição, teste, entrega, design, fabricação, compra, registro, controle, posse, propriedade, importação, exportação, administração, operação, uso, reparo para manutenção do arrendamento, casco, remoção, certificação, tripulação, fornecimento ou serviços para a Aeronave ou qualquer peça desta, em qualquer momento após o direito a ela referente ter passado para a Compradora, de acordo com este Contrato, mas a Compradora não assume nenhuma responsabilidade ou dever de indenizar a Vendedora por Perdas e Tributos associados, causados ou derivados de ações da Vendedora ou surgidos antes de a Compradora ter o direito à Aeronave. ----------

(b) Todos os Prejuízos que possam, a qualquer momento, serem apresentados com fundamento de que qualquer design, artigo ou material na Aeronave ou a operação ou uso desses constitua violação de patente ou outro

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direito de propriedade intelectual ou qualquer outro direito. ----------

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13.2 A Vendedora no presente a responsabilidade por indenizar e manter indene a Compradora quando de demandas, e manterá esta indenizada em todos os momentos contra Todas as Perdas e Impostos surgidos ou cobrados por qualquer pessoa que decorra direta ou indiretamente, de qualquer forma, da condição, teste, entrega, design, fabricação, compra, registro, controle, posse, propriedade, importação, exportação, administração, operação, uso, reparo para manutenção do arrendamento, casco, remoção, certificação, tripulação, fornecimento ou serviços para a Aeronave ou qualquer peça desta, em qualquer momento anterior ao direito a ela referente ter passado para a Compradora, de acordo com este Contrato, mas a Vendedora não assume nenhuma responsabilidade ou dever de indenizar a Compradora por Perdas e Tributos associados, causados ou derivados de ações da Vendedora ou surgidos depois de a Compradora ter o direito à Aeronave. ----------

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13.3 A Compradora providenciará, consoante o Seguro de Casco contra todos os Riscos, Guerra e Perigos Conexos, renúncia total à sub-rogação contra a Vendedora e seus

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diretores, conselheiros, empregados, agentes e empregados na medida da Indenização dada neste Contrato. A cobertura acima mencionada deverá estar disponível para a Vendedora por 2 (dois) anos após a Data de Entrega. ----------

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13.4 A Compradora incluirá a Vendedora como segurado adicional na medida da indenização dada neste Contrato e conterá uma renúncia total à sub-rogação contra a Vendedora consoante seu Seguro Abrangente de Responsabilidade Civil de Linhas Aéreas. Esta cobertura deverá estar disponível para a Vendedora por 2 (dois) anos após a Data de Entrega ou até que a Aeronave seja separada, o que primeiramente ocorrer. ----------

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13.5 As obrigações de seguro da Compradora conforme acima indicadas continuarão em relação à Aeronave por um período que se encerrará no que primeiro ocorrer entre (I) dois anos após a Data de Fechamento aplicável à Aeronave, (ii) a data em que a Aeronave submeter-se a uma vistoria "D" completa ou a seu equivalente em uma unidade de manutenção aprovada pela FAA, ou (iii) a data em que a Aeronave não mais estiver em uso e sem registro descredenciada pela FAA ou outra autoridade aeronáutica com jurisdição. ----------

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--------- Cláusula 14: BENEFÍCIOS E CESSÕES ---------

14.1 Este Contrato vigerá para benefício e vínculo das partes do presente e seus respectivos sucessores e cessionários, mas o mesmo não poderá ser voluntariamente cedido no todo ou em parte por qualquer das partes sem que haja o prévio consentimento escrito da outra parte. ----------

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14.2 Não obstante o acima exposto, sem o consentimento de cada: ----------

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14.2.1 Os interesses de qualquer parte serão passíveis de serem cedidos através de fusão, consolidação, reorganização ou venda voluntária, ou transferência de todos os seus ativos. ----------

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14.2.2 A Vendedora poderá ceder qualquer de seus ativos fixos ou direitos contingenciais de receber quantias no presente instrumento. ----------

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14.2.3 A Compradora poderá ceder todos os direitos e participações que tiver consoante este Contrato (a) para uma instituição financeira, para fins exclusivamente financeiros, (b) para qualquer empresa,

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companhia, sociedade de responsabilidade limitada ou outra pessoa jurídica que seja uma das coligadas da Compradora ou que, pelo menos, 33% (trinta e três por cento) das ações com direito a voto sejam controladas pela Compradora ou pelos acionistas da Compradora. ---

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14.3 Cada parte assinará quaisquer consentimentos ou outros documentos razoavelmente solicitados para comprovação adicional, de forma razoavelmente satisfatória para a parte solicitante de tal consentimento. Qualquer tal consentimento e cessão não prejudicará ou revogará os direitos e obrigações das partes sob este Contrato ou consoante a lei. ---

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---------- Cláusula 15: AVISOS ----------

15.1 Qualquer aviso solicitado ou permitido a ser dado conforme este Contrato determina será enviado por correio aéreo registrado, fax ou telex, endereçado conforme segue: ----------

Se destinado à Vendedora ----------

PLATINUM COMMERCIAL AIR GROUP, INC. ----------

700 South Royal Poinciana Boulevard, Suite 500 ----------

Miami Springs, Florida 33172 ----------

Attn: President e CEO ----------

Tel:(305) 888-2227 ----------

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Fax: (305) 888-5220 ----------

Se destinado à Compradora: ----------

VARIG Logística, S.A. ----------

Ponta do Galeão, 330 - 2º mezanino ----------

Ilha do Governador ----------

21941-520 Rio de Janeiro - Brasil ----------

Attn: Gustavo de Moraes S. de Rocha ----------

Tel: (55 21) 2468-2555 ----------

Fax: (55 21) 2468-2668 ----------

---------- Cláusula 16: LEI E JURISDIÇÃO ----------

16.1 (a) Este Contrato é regido pelas leis do Estado da Flórida, Estados Unidos da América. ----------

(b) As partes do presente concordam que os tribunais do Estado da Flórida, Estados Unidos da América ou qualquer tribunal Federal, Distrital dos Estados Unidos da América situado em Miami, Condado de Dade, Flórida, Estados Unidos da América terão jurisdição para definir conflitos relacionados a este Contrato e submetem-se à jurisdição exclusiva de tais tribunais da Flórida em relação a este Contrato. ----------

(c) Cada Parte: ----------

(i) Renuncia à objeção aos tribunais da Flórida com base em incompetência de foro ou outro fundamento, em relação aos procedimentos referentes a este Contrato;

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(ii) Concorda que sentença ou decisão de um tribunal da Flórida em relação a este Contrato será definitiva e obrigatória, bem como poderá ser executada contra si nos tribunais de qualquer outra jurisdição; ----------

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(d) AS PARTES RENUNCIAM DE MANEIRA IRREVOGÁVEL AO DIREITO A JULGAMENTO POR TRIBUNAL DE JURI EM AÇÃO OU PROCESSO PROPOSTO PARA EXECUTAR QUALQUER DISPOSIÇÃO DESTE CONTRATO. ----------

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--------Cláusula 17: AUSÊNCIA DE CORRETAGEM; ------

---------- PESSOAS RELACIONADAS ----------

17.1 As partes concordam que não haverá corretores nesta transação. A Vendedora e a Compradora respectivamente concordam em indenizar e manter a outra parte indene contra todas as reivindicações, demandas, perdas e danos, sentenças que possam obrigar a Vendedora ou a Compradora, conforme for o caso, decorrente de ações ou negociações da Compradora ou da Vendedora relacionadas a agentes ou corretores. ------

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----------Cláusula 18: DEFINIÇÕES ----------

18.1 "Prejuízos": significam todas as reivindicações, processos, perdas, dívidas, sentenças, custos, despesas, taxas ou multas (cíveis ou criminais) de qualquer tipo e natureza. ----------

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--------Cláusula 19: INTEGRALIDADE CONTRATUAL -------

19.1 O presente constitui a integralidade dos acordos entre a Compradora e a Vendedora em relação à compra e venda da Aeronave e substitui quaisquer entendimentos ou especificações anteriores relacionadas ao assunto tratado neste contrato e nenhum compromisso, garantia ou declaração não contida neste Contrato serão vinculantes para a Vendedora ou para Compradora como uma garantia ou outra declaração. ----------

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NO TESTEMUNHO DE QUE as partes celebraram este Contrato a ser assinado por seus respectivos diretores ou agentes em 11 de julho de 2002. ----------

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PLATINUM COMMERCIAL AIR GROUP, Inc. ----------

Por: (Consta assinatura) ----------

Cargo: Presidente ----------

VARIG LOGISTICA S.A. ----------

Por: (Consta assinatura) ----------

Cargo: ----------

Notarização ----------

O documento foi certificado como cópia fiel do original

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pelo 13° Tabelião de Notas de São Paulo em 02 de julho de 2002. ----------

Constam carimbos do 19° Tabelionato de Notas de São Paulo, do Colégio Notarial de São Paulo e do 13° Cartório de Notas da Capital certificando que documento é válido para ser utilizado no estrangeiro.

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ANEXO A ----------

---- MODELO DA NOTA DE VENDA TOTALMENTE GARANTIDA ----

QUE SAIBAM TODOS ----------

QUE A PLATINUM COMMERCIAL AIR GROUP, INC. ("Vendedora"), uma sociedade constituída consoante as leis da Flórida, proprietária do título integral a determinada aeronave 727-200 com Número de Série do fabricante 21341 (N213UP), junto com 3 (três) turbinas Pratt & Whitney Modelo JT8D-17 ali instaladas, com Números de série do fabricante 688242-17, 688223-17 e 688385-17 respectivamente, junto com todos os acessórios, peças, instrumentos, mobiliários ou outros equipamentos de propriedade associada à mencionada Aeronave e turbinas, (coletivamente, a "Aeronave") todas como descritas no Contrato de Compra de Aeronave celebrado entre a Vendedora e a VARIG LOGISTICA S.A. ("Compradora") datado de __ de julho de 2002. ----

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QUE pelo pagamento de Um Dólar Norte-Americano (U.S.$1) e outro pagamento válido, cujo recebimento fica aqui reconhecido, a Vendedora, neste dia __ de _____ de 2002, concede, transfere e vende, entrega para a Compradora, e para seus sucessores e cessionários todos os direitos e títulos da Vendedora na Aeronave acima descrita. ----------

---

QUE a Vendedora garante para a Compradora, seus sucessores e cessionários, que fica aqui transferido para a Compradora na data do presente instrumento, o direito à Aeronave acima descrita, livre e desembaraçado de todos os gravames, reivindicações e encargos e que a Vendedora sempre garantirá e defenderá tal direito contra todas as reivindicações e demandas.

PLATINUM COMMERCIAL AIR GROUP, INC. ----------

Por: ----------

Cargo: ----------

----------ANEXO B ----------

---------- CERTIFICADO DE ACEITAÇÃO ----------

ISTO É PARA CERTIFICAR QUE A PLATINUM COMMERCIAL AIR GROUP, INC. ofereceu e entregou para a VARIG LOGISTICA S.A., de acordo com o Contrato de Compra de Aeronave

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celebrado entre elas, datado de __ de _____ de 2002 o seguinte bem: ----------

---

1. Uma Aeronave Boeing 727-200, Número de Série do fabricante 21341 ----------

---

2. 3 (três) turbinas Pratt & Whitney Modelo JT8D-17, com Números de Série do fabricante 688242-17, 688223-17 e 688385-17; ----------

3. Todos os manuais e Registros da Aeronave relacionados aos equipamentos acima descritos. -------

A VARIG LOGISTICA S.A. aceita a entrega de tal Aeronave e turbinas nela instaladas e, para todos os fins, o Contrato de Compra de Aeronave datado de _ de _ de 2002. ----------

---

ASSINADO E ENTREGUE EM ___ DE _____ DE 2002 ----------

Por: ----------

Seu: ----------

----------**ANEXO C** ----------

---------- **ESPECIFICAÇÕES DA AERONAVE** ----------

MODELO:	B727-200F	PESO TAXI MÁXIMO:	195.500 lbs
FABRICANTE:	BOEING	PESO MÁXIMO BRUTO	194.800 lbs

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		NA DECOLAGEM:	
NÚMERO DE SÉRIE:	21341	PESO MÁXIMO PARA ATERRISAGEM:	161.000 lbs
NÚMERO DE LINHA:	1253	PESO MÁXIMO DE COMBUSTÍVEL:	151.500 lbs
NÚMERO DE REGISTRO:	N213UP	PESO DA AERONAVE VAZIA:	94.998 lbs
DATA DE FABRICAÇÃO:	Apr-77	PESO SEM OPERADORES:	N/A
OPERADOR ATUAL:	UPS	CARGA ÚTIL:	58.500 lbs

----------STATUS DA ESTRUTURA DA AERONAVE ----------

PERÍODO DE:	Abr-02	PROGRAMA DE MANUTENÇÃO: UNITED PARCEL SERVICE
TOTAL DE HORAS DA ESTRUTURA DA AERONAVE:	29.429	Checagem "A"@ intervalo de 150 dias em fases A1 a A7
TOTAL DO CICLO DA AERONAVE:	28.323	Checagem "B"@ intervalo de 150 dias em fases B1 a B21
Última CHECAGEM "C"	Jun-01	Checagem "C" @ intervalos de 18 meses
Última CHECAGEM "D"	Set-99	Checagem "D" @ intervalos de 72 meses

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PRÓXIMO PROGRAMA DE CHECAGEM "D" Set-05	Estacionada na GYR em 28MAR02 29.429:26 Hrs / 28.323 Ciclos
Período desde a checagem "C": 368:17 Hrs/417 Ciclos Período desde a checagem "D": 1066:56 Hrs/1022 Ciclos	
A "Contagem de tempo" para quando a aeronave estiver estacionada na GYR conforme FAA. Período restante no calendário "C": 9 meses	
STATUS MOD:	Porta Pemco instalada, estágio 3 Fedex HGW
TRÊM DE POUSO TSO:	MLG inst. 10/12/94 - TSO - 3245:03 NLG inst. 4/7/98 TSO-1671:36

----------STATUS DA TURBINA ----------

TIPO DE TURBINA	JT8D-17	FABRICANTE DA TURBINA	PRATT & WHITNEY

PROGRAMA DE MANUTENÇÃO:

POS.	NÚMERO DE SÉRIE	TEMPO TOTAL	CICLOS TOTAIS	HORAS	CICLOS	PRIMEIRO LIMITE	HORAS	CICLOS
1	688242 -17	18116	16809	563 (ESV1)	594	C-11/C-13	4329	2418
2	688223 -17	18751	18409	1310 (ESV2)	1170	C-5/C-5	11249	1591
3	688385 -17	27698	27302	895 (ESV1)	921	C-7/T-1	8679	474

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---------- DADOS GERAIS ----------

CAPACIDADE DE COMBUSTÍVEL:	54.700 LBS	INTERIOR	Convertido para carga pela Pemco.
		AFM REV 21JUN99	
SISTEMA DE COMBUSTÍVEL:	PADRÃO	BANHEIRO COM DESCARGA PLENA	

----------ANEXO D ----------

OBSERVAÇÕES: ----------

•Todos os dados de vôo e material técnico de referência precisam ser atuais e aplicáveis à configuração da aeronave ----------

•Verificar se o idioma é o inglês ----------

•Verificar o tipo do material informativo fornecido (Impresso ou Microfilmado) ----------

•Verificar também as exigências contratuais

•Caso mais de um conjunto ou volume seja fornecido, observar a coerência. ----------

---

EXIGIDO	PUBLICAÇÃO	REVISÃO	TIPO (I OU M)	RECEBIDO
	Manual de Manutenção da Aeronave			
	Catálogo de Peças Ilustradas (IPC)			
	WDM incluindo a Lista de Fiações e Junções			
	Manual de Reparos Estruturais (SRM)			
	Manual de Sistemas Esquemáticos			
	Manual de Manutenção dos Componentes da			

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	estrutura da aeronave		
	Manuais BFE MM & IPC		
	Manual de Montagem da usina de geração de energia (GE)		
	Manual de Compra numerado da Turbina (GE)		
	Galés CMM (para todos os tipos de galés instaladas)		
	Assento CMM (Primeira Classe, Executiva e Turista)		
	Forno CMM		
	Manual para qualquer outra galé inserida apenas para o operador (refrigerador, Etc)		
	Manual NDT (qualquer modificação pelo operador)		
	APU MM (qualquer modificação pelo operador)		
	Especificação dos Detalhes da Aeronave		
	Análise de Carregamento Elétrico		
	Revisões Temporárias para Manuais em Microfilme		
	IPM - Manual de Procedimentos para Vistoria (procedimentos selecionados)		
	Manual de conversão de numero de peça (operadores x fabricante)- (conforme exigido)		
	Manual de Vôo da Aeronave (AFM)		
	FCOM ou Manual de operações		
	Livro de bolso para consulta rápida (QRH)		
	MEL, CDL e DPG de Operador personalizado, conforme for o caso		
	Manual de Pesagem & Equilíbrio		
	Suplemento de Pesagem & Equilíbrio		
	Manual de Carregamento de Carga (se for o caso)		
	Lista de Verificações referente ao Cockpit		
	FEFI (apenas para o DC-10)		
	Manual de Isolamento de falhas (TAFI para o DC-10)		
	Qualquer outro manual adicionado pela STC		
	Manual de Manutenção da Aeronave		
	Catálogo de Peças Ilustradas (IPC)		
	WDM incluindo a Lista de Fiações e Junções		
	Manual de Reparos Estruturais (SRM)		

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	Manual de Sistemas Esquemáticos			
	Manual de Manutenção dos Componentes da estrutura da aeronave			
	Manuais BFE MM & IPC			
	Manual de Montagem da usina de geração de energia (GE)			
	Manual de Compra numerado da Turbina (GE)			
	Galés CMM (para todos os tipos de galés instaladas)			

----------ANEXO E ----------

Observações: ----------

1.Todos os documentos devem ter a procedência demonstrada para a Sociedade ----------

2.Documentos precisam ser encerrados com assinatura --

---------- Documentos de Certificação ----------

EXIGIDO	DESCRIÇÃO	OBSERVAÇÕES	RECEBIDO
	RESUMO DE ESPECIFICAÇÃO DA AERONAVE	Atualizado até a data da entrega	
	CERTIFICADO DE EXPORTAÇÃO SOBRE AERONAVEGABILIDADE EMITIDO PELA FAA	Cópia caso o original não esteja disponivel	
	CERTIFICADO DE EXPORTAÇÃO PARA ESTA ENTREGA	Emitido pela autoridade pertinente do país. Precisa ter sido emitido dentro de 30 dias.	
	CERTIFICADO DE EMISSÃO DE RUÍDOS	Incluido no AFM ou em documento separado	
	CERTIFICADO ATUALIZADO DE AERONAVEGABILIDADE	Formulário 8110.2/8130-4 FAA ou equivalente (cópia OK)	
	CERTIFICADO DE REGISTRO ATUALIZADO	Formulário 8050-3 FAA ou equivalente	
	LICENÇA DE OPERAÇÃO DE RÁDIO	Cópia OK	

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	AUSÊNCIA DE ACIDENTES /CARTA	Para AERONAVE e turbinas instaladas.	
	LIVRO DE ACOMPANHAMENTO DA ESTRUTURA DA AERONAVE	Total de paginas. Inclui livro de acompanhamento da cabine caso usado pelo operador	
	CERTIFICADO DE ESTAÇÃO DE REPAROS	Para o trabalho realizado na AERONAVE e nas Turbinas	
	CONFORMIDADE COM O PROGRAMA DE MANUTENÇÃO	Carta de garantia de qualidade ou selo emitido pela autoridade aeronáutica	
	DADOS TRIMESTRAIS DE CONFIABILIDADE	Conforme disponivel	
	CONSTRUÇÃO DO SANITÁRIO	Conforme disponivel	
	RELATÓRIO HISTÓRICO DA AERONAVE & DE ROTAÇÕES	Tabela de contagem desde a certificação pela Garantia de Qualidade	
	CERTIFICADO DE SEGURO ATUALIZADO		
	LICENÇA DE RÁDIO ATUALIZADA		
	DECLARAÇÕES DO DEPARTAMENTO DE GARANTIA DE QUALIDADE	Conforme exigido	
	MENSAGEM DE REVOGAÇÃO DE REGISTRO	Após a Aceitação técnica	

STATUS DE MANUTENÇÃO

EXIGIDO	DESCRIÇÃO	OBSERVAÇÕES	RECEBIDO
	VERIFICAÇÃO DO BANCO ATC TRANSPONDER	FAR 91.413/FAR 43 App F	
		FAR 91.411/FAR 43 App E	
	VERIFICAÇÃO DA BANCADA DO ALTÍMETRO RESERVA		

EXIGIDO	DESCRIÇÃO	OBSERVAÇÕES	RECEBIDO
	GRÁFICO RESERVA DE DESVIO		

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	GERADOR DE DADOS DFDR		
	PROGRAMA DE MANUTENÇÃO DO OPERADOR	Certificado pela autoridade local Completo para a aeronave e para as Turbinas	
	TABELA DE DISTRIBUIÇÃO DE PACOTES		
	RESUMO DA CONDIÇÃO DOS COMPONENTE SHT	Pela PN, SN demonstrando TT, TC. TSO, CSO, Tempo remanescente, Data da Instalação	
	RESUMO DO CALENDÁRIO DAS CONDIÇÕES DOS COMPONENTES	Pela PN, SN demonstrando TT, TC. TSO, CSO, Tempo remanescente, Data da Instalação	
	RESUMO DAS CONDIÇÕES DOS COMPONENTES OC / CM	Pela PN, SN demonstrando TT, TC. TSO, CSO, Tempo remanescente, Data da Instalação	
	ETIQUETAS DE COMPONENTES DISPONÍVEIS (HORA ZERO)	Formulário 8130-3/JAA Modelo 1 ou etiqueta do vendedor	
	REGISTROS DOS COMPONENTES DO CASCO		
	STATUS DA CPCP	Demonstrando o ultimo enquadramento e a próxima exigência	
	DOCUMENTOS SOBRE CONDIÇÕES DO NÍVEL CPCP DE 2/3		
	CARTÃO DE TAREFAS VERSUS NÚMERO DE OAMP		
	CONDIÇÃO E RESUMO DA VISTORIA SSID	Demonstrando o ultimo enquadramento e a próxima exigência	
	ÚLTIMA VISTORIA DE BAGAGEM	Copia da última vistoria de bagagem não repetida	
	REGISTRO DE MANUTENÇÃO DA AERONAVE (QUADRO DE VITORIA DE MANUTENÇÃO)	Ou Livro de Acompanhamento da Aeronave ou lista de serviços mais significativos realizados (status de vistoria de manutenção)	

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	STATUS DE DEMONSTRAÇÃO	Demonstrando o ultimo enquadramento	
	RESULTADO DE AMOSTRAGEM DE COMBUSTÍVEL DE TODOS OS TANQUES		
	COMBUSTÍVEL E ADITIVOS USADOS		
	LISTA DE STATUS CMR	Demonstrando o ultimo enquadramento e a próxima exigência (MD-11,B767 & B737NG)	
	LISTA DE TODOS OS STATUS	Demonstrando o ultimo enquadramento e a próxima exigência (apenas para o MD-11)	
	DADOS DE CONTROLE DE EQUILÍBRIO DE SUPERFÍCIE		
	RELATÓRIO DO ÚLTIMO VÔO TESTE		

---------- CONTROLE DE CONFIGURAÇÃO ----------

EXIGIDO	DESCRIÇÃO	OBSERVAÇÕES	RECEBIDO
	LISTA DE STATUS DE INCORPORAÇÃO STC		
	DOCUMENTOS DE CONFORMIDADE STC	Formulário 811/0 Apêndice AFM Desenhos e Relatórios	

EXIGIDO	DESCRIÇÃO	OBSERVAÇÕES	RECEBIDO
	LISTA DE AVIÔNICAS	Caso não incluídas na Lista de Adequação (todos os componentes sob controle)	
	LISTA DE REPAROS ESTRUTURAIS	Deve incluir lista de avarias Deve incluir localização com desenhos de referência	

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	REGISTROS DAS PRINCIPAIS ALTERAÇÕES	Formulário 8110, 337, desenhos, fiação, Etc STC, AFM Apêndice, Relatório de Engenharia	
	DOCUMENTOS DE CONFORMIDADE PARA REPAROS ESTRUTURAIS FORA DE SRM	Formulário 8110-3 e Formulário 337	
	NÚMERO DE REFERÊNCIA CRUZADA DO OPERADOR / FABRICANTE	Conforme exigido	
	RESUMO DE CONFORMIDADE SB/AOL/SL	Lista demonstrando o quê foi cumprido, como, quando, onde e o registro de conformidade	
	DOCUMENTO DE COMPROVAÇÃO DE CONFORMIDADE SB		
	RESUMO PUBLICITÁRIO DA AERONAVE	Com hora/rotação realizadas	
	DOCUMENTOS DE CONFORMIDADE DA AERONAVE PARA VEICULAÇÃO RESUMO DAS FERRAMENTAS	Com hora/rotação realizadas, próximo vencimento e meio de conformidade	
	DOCUMENTOS DE CONFORMIDADE DAS FERRAMENTAS		
	RELATÓRIO DE PESO & EQUILÍBRIO	Menos de um ano de elaboração	
	MAPA DE EQUIPAMENTOS DE EMERGÊNCIA	Inclui tabela de quantidade e número das peças	
	DESENHO DO LAYOUT INTERIOR	Certificado pela FAA ou pelo fabricante	
	CERTIFICADOS DE INCÊNDIO	Deverá incluir: Cortina, Carpete, Assentos dos Comissários de Bordo (almofada, capas, combinação de materiais) Assento Y, C, F, Assento da tripulação, material para repouso da tripulação, almofadas, capas e combinações	
	DESENHOS DAS GALÉS OU LISTA DE EQUIPAMENTOS MÓVEIS	Farão parte dos certificado de aceitação	

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	DOCUMENTOS DE ENTREGA ORIGINAIS DO FABRICANTE	Especificação dos detalhes Livro sobre generalidades Registro de prontidão (obrigatório) Brochura de cordame Outros, conforme a disponibilidade	
	LISTA DE MODELOS ANTES DA ENTREGA		
	LISTA DE EQUIPAMENTOS SEM TSO		
	LISTA DE CONFORMIDADE REMOTA	Veja Apêndice 4	
	DOCUMENTOS DE COMPROVAÇÃO DE CONFORMIDADE REMOTA	Formulário 8110-3 e Formulário 337	
	CONFORMIDADE ETOPS	Conforme exigido	

TREM DE POUSO (para cada trem) ----------

EXIGIDO	DESCRIÇÃO	OBSERVAÇÕES	RECEBIDO
	ÚLTIMO REGISTRO DO CASCO	Deve incluir lista de verificações das peças substituídas e registro para cada LLP substituído	
	POSSIBILIDADE DE RASTREAMENTO E STATUS DE LLP	Lista de LLP com histórico e taxa de cálculo de peso	
	STATUS DE CONFORMIDADE SB	Se não incluído nos registros do casco ou na lista da aeronave	
	FORMULÁRIO 8130 PARA CADA LLP INSTALADO		

----------APU ----------

EXIGIDO	DESCRIÇÃO	OBSERVAÇÕES	RECEBIDO
	LIVRO DE REGISTRO DA APU	Atualizado até a última substituição	
	ÚLTIMOS REGISTROS DO CASCO	Deve incluir lista de verificações das peças substituídas e registro para cada LLP substituído	
	POSSIBILIDADE DE RASTREAMENTO E	Lista de LLP com histórico e taxa	

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	STATUS DE LLP	de cálculo de peso	
	RESUMO SB	Se não incluído nos registros do casco ou na lista da aeronave	
	TESTE DE PERFORMANCE	Normalmente incluído no registro de compra	
	RESUMQ PUBLICITÁRIO	Caso não incluído no informe da Aeronave	
	RELATÓRIO DO BOROSCÓPIO		
	FORMULÁRIO 8130 PARA COMPONENTES E LLP INSTALADOS		
	FORMULÁRIO USADO COMO PROPORÇÃO PARA CONTAGEM DE UTILIZAÇÃO DA APU		

----------TURBINA ----------

EXIGIDO	DESCRIÇÃO	OBSERVAÇÕES	RECEBIDO
	REGISTROS DA ÚLTIMA VISITA	Formulários 337 e 8130 para cada modulo da última vistoria do casco, lista de LLP substituído.	
	REGISTRO HISTÓRICO DAS VISITAS DE COMPRA	Registros anteriores para cada modulo	
	RESUMO DO STATUS	Com hora/rotação realizadas, próximo vencimento e meio de conformidade	
	DOCUMENTOS COMPROBATÓRIOS DE		

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MAT. JUCERJA Nº 77 - CPF 099957907-00 - ISS 606.783.00 - INPS 109.201.144.931 - TEL.: (0XX21) 2549-8600

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	ENCERRAMENTO		
	STATUS RESUMIDO DO SB		
	REGISTROS DE CONFORMIDADE DO SB		

EXIGIDO	DESCRIÇÃO	OBSERVAÇÕES	RECEBIDO
	STATUS DO DISCO	LISTA DE LLP com PN, SN, limites restantes e taxa utilizada.	
	POSSIBILIDADE RASTREAMENTO DE LLP PARA TROCA	Com registro da data de fabricação de cada peça instalada	
	REGISTRO DE PRODUÇÃO DE ENERGIA PARA O DISCO	Apenas se exigido para peça sem formulário 8130	
	DADOS DO ÚLTIMO TESTE DE CELULAR		
	ÚLTIMO REGISTRO DE GARANTIA DE ENERGIA		
	STATUS DA HPT	Conforme exigido	
	NÚMERO DE LÂMINAS DE CASCO PARA HPT	Possibilidade de rastreamento e status	
	ÚLTIMO REGISTRO DE BOROSCÓPIO		
	RELATÓRIO DE CONFORMIDADE DE ETOPS	Caso exigido	
	DOCUMENTOS DE ENTREGA DO FABRICANTE	Envio de dados da GE Outros disponíveis	
	ÚLTIMA ANÁLISE DE SOAP		
	STATUS RESUMIDO DOS COMPONENTES DE HT	Pela PN, SN demonstrando TT, TC. TSO, CSO, Tempo remanescente, Data da Instalação	
	RELATÓRIO DE MONITORAÇÃO DE TENDÊNCIAS		
	ANÚNCIO FRANCÊS PARA CFM56		
	LISTA DE QUAISQUER PMA INSTALADOS		

Rio de Janeiro
TRADUTOR

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REPÚBLICA FEDERATIVA DO BRASIL

Armando de França e Silva

TRADUTOR PÚBLICO JURAMENTADO E INTÉRPRETE COMERCIAL
SWORN PUBLIC TRANSLATOR

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DIVERSOS ----------

EXIGIDO	DESCRIÇÃO	OBSERVAÇÕES	RECEBIDO
	CERTIFICADO DE ACEITAÇÃO TÉCNICA		
	DOCUMENTOS ADUANEIROS PARA EXPORTAÇÃO	AWB para carga o/b Fatura. Etc	

----------RETIFICAÇÃO ----------

Esta retificação é datada de 08 de agosto de 2002 e diz respeito ao Contrato de Compra de Aeronave datado de 11 de julho de 2002 entre a Platinum Commercial Air Croup Inc., ("Vendedora") e Varig Logística S.A. ("Compradora"), segundo o qual a Compradora concordou em comprar da Vendedora uma aeronave Boeing 727, com número de série 21341 (N213UP) (o "Contrato"). -------

1. Termos definidos no Contrato são utilizados neste como definidos naquele. ----------

2. A Seção 2.2 deste Contrato foi alterada para permitir que a Compradora pague um Sinal total de $1,015,000, dos quais $615,000 foi pago em 12 de julho de 2002 e o saldo deverá ser pago como segue: --------

a) $100,000 em 7 de setembro de 2002; ----------

b) $100,000 em 7 de outubro de 2002; e ----------

c) $200,000 em 7 de novembro de 2002. ----------

3. Excetuando-se o que foi retificado acima, o Contrato deverá vigorar em total plenitude. ----------

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Rio de Janeiro

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REPÚBLICA FEDERATIVA DO BRASIL

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PLATINUM COMMERCIAL AIR GROUP, INC. ----------

Por: (consta assinatura) ----------

Varig Logística ----------

Por: (Consta assinatura) ----------

Por: (Consta assinatura) ----------

(Consta carimbo da Varig Logística S.A. - Contratos em 08/08/2002) ----------

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Por Tradução Conforme, ----------

Rio de Janeiro, 12 de agosto de 2002. ----------

ANÇA E SILVA - PUBLICO
Rio de Janeiro

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CONTRATO DE ARRENDAMENTO OPERACIONAL DE AERONAVE

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Pelo presente instrumento particular e na melhor forma de direito, de um lado "**VARIG**", **S.A.** (Viação Aérea Rio-Grandense), com representação nesta cidade, na Av. Almirante Silvio de Noronha, nº 361, castelo, inscrita no CNPJ/MF sob o nº 92.772.821/0107-12, doravante denominada simplesmente Arrendadora, e de outro lado, **VARIG LOGÍSTICA S.A.**, com sede na cidade de São Paulo, na Rua Fidêncio Ramos, nº 223 – 14º andar, Vila Olímpia, inscrita no CNPJ sob o nº 04.066.143/0001-57, doravante denominada simplesmente Arrendatária, ambas representadas de acordo com seus respectivos estatutos, pelos seus diretores infra-assinados, resolvem, de comum acordo, celebrar o presente Contrato de Arrendamento Operacional de Aeronave, que se regerá pelas seguintes cláusulas e condições:

CLÁUSULA PRIMEIRA – DO OBJETO

1.1. O objeto do presente contrato é o arrendamento pela Arrendadora à Arrendatária de 3 (três) aeronaves 727-100, fabricadas pela The Boeing Company, com números de série 19508, 19666 e 20425 e registradas sob as marcas PP-VLS, PP- VLE e PP-VLD (doravante denominadas "Aeronaves"), respectivamente, todas com Certificado de Manutenção e Aeronavegabilidade válidos, para arrendamento.

1.2. A tripulação para os vôos será fornecida pela Arrendatária e esta estará sob o controle operacional da Arrendatária.

CLÁUSULA SEGUNDA – DA VIGÊNCIA

O presente Contrato terá validade pelo prazo de 2 (dois) anos, a contar da data de entrega das Aeronaves pela Arrendadora à Arrendatária.

CLÁUSULA TERCEIRA – DO PAGAMENTO

3.1. Pelo arrendamento das Aeronaves, a Arrendatária pagará mensalmente à Arrendadora o montante de US$ 10,000.00 (dez mil Dólares Norte Americanos), até o 6º (sexto) dia útil após o recebimento da fatura, convertido à taxa cambial vigente no dia dos respectivos pagamentos.

VARIG LOGÍSTICA JURÍDICO

3.2. Caso o pagamento venha a ser efetuado após o vencimento, a Arrendatária incorrerá em juros à razão semestral da taxa LIBOR.

3.3. Todos os pagamentos acima deverão ser efetuados pela Arrendatária à Arrendadora sem todo e qualquer imposto, tributo, taxação, dedução, ônus e retenção presentes e futuros, de qualquer tipo.

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CLÁUSULA QUARTA – DAS OBRIGAÇÕES DAS PARTES

4.1. São obrigações da Arrendadora:

a) entregar à Arrendatária as Aeronaves no tempo e lugar a serem convencionados, com toda a documentação necessária para o vôo; e
b) garantir, durante o tempo do contrato, o uso pacífico das Aeronaves

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4.2. São obrigações da Arrendatária:

a) cuidar das Aeronaves como se suas fossem;
b) manter as Aeronaves em condições de aeronavegabilidade de acordo com os requisitos do Departamento de Aviação Civil;
c) restituir à Arrendadora, as Aeronaves no estado em que as recebeu, ressalvado o desgaste natural decorrente do uso regular;
d) operar as aeronaves somente por pilotos qualificados, bem como obter junto aos órgãos aeronáuticos competentes toda a documentação necessária para operação das Aeronaves;
e) arcar com todos os custos que digam respeito à operação das Aeronaves.

CLÁUSULA QUINTA – DO SEGURO

Durante a vigência deste Contrato, as Aeronaves continuarão a ter seguro, segundo os termos e condições da política de seguros mantida pela Arrendadora, que estejam em plena força e vigor.

CLÁUSULA SEXTA – NOTIFICAÇÕES

Todas as notificações relativas a este Instrumento deverão ser entregues pessoalmente ao funcionário da Arrendatária ou da Arrendadora identificados abaixo, ou enviadas por carta registrada ao endereço mostrado abaixo ou deverão ser confirmadas como recebidas por fac-símile.

Para a Arrendatária: Ponta do Galeão, nº 330 – Ilha do Governador, Rio de Janeiro
FAX: (21) 2468-2518 A/C: Sr. Gustavo Rocha

Para a Arrendadora: Av. Almirante Sílvio de Noronha, nº 385, Centro, Rio de Janeiro
FAX: (21) 3814-5707 A/C: Sr. Paulo Rossi

VARIG LOGÍSTICA S.A. JURÍDICO

CLÁUSULA SÉTIMA – DA RESCISÃO

8.1. O presente instrumento poderá ser rescindido, por qualquer das partes, mediante simples comunicação por escrito com 90 (noventa) dias de antecedência.

8.2. Qualquer das partes, a qualquer tempo, independentemente de aviso prévio e sem prejuízo da indenização devida à parte prejudicada, poderá rescindir este contrato nas seguintes hipóteses:

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Pegasus Aviation, Inc.

Deliver via Email:
paulo.rossi@varig.com.br

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September 21, 2004

Mr. Paulo Rossi
VARIG
Av. Almirante Silvio de Noronha
Rio de Janeiro – Brazil

Dear Paulo,

Pegasus Aviation Inc. is pleased to present the following proposal in respect of the extensions of the leases to Varig Logistica S.A. of two (2) B727-200A Stage II Cargo aircraft. Outlined below are the general terms and conditions of our proposal:

Lessor:	Pegasus Aviation Inc., its subsidiaries or its assigns
Lessee:	The existing Leases to be amended and transferred to Varig Logistica S.A. subject to VARIG Airlines S A. guarantees.
Aircraft:	Two (2) B727-200A cargo aircraft bearing manufacturer's serial numbers 20800 and 22166, registration PP-VQU & PP-VQV, each equipped with three (3) PW JT8D-17 engines, from now on the Aircraft (the "Aircraft").
Incorporation of Stage III Hush Kits:	Lessor shall provide Lessee free of charge two complete ship-sets of Federal Express heavy weight stage III hushkits to be installed on each Aircraft Hush kits shall be delivered at Lessee's facility in Miami, FL on or before October 5, 2004. All costs associated with physical installation of the hush kits on the Aircraft shall be for the account of the Lessee. Lessor shall provide a qualified representative to assist with the technical issues associated with the installation of the hush kits.
Lease Term Extension:	The Aircraft Lease Term for each Aircraft shall be extended until January 30, 2006.
Aircraft Rent Reductions:	Aircraft S/N 20880 monthly rent shall be reduced to US$55,000.00 per month, effective as of September

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Aircraft S/N 22166 monthly rent shall reduced to US$55,000 per month, effective as of August 1, 2004.

Aircraft Return Conditions:

In additions to the existing redelivery provisions in the Leases, each Aircraft shall be redelivered with the newly provided stage III hush kits installed and zero time from the following airframe checks due per Lessee's existing approved maintenance program:

1. Next scheduled block D check or equivalent airframe heavy check and;
2. Next scheduled 2C airframe check.
3. Such checks shall be equalized (performed at the same time) prior to the redelivery of each Aircraft to Lessor.

Insurance:

Lessee will maintain aviation insurance acceptable to Lessor for hull, liability and war risk and deductible on the Aircraft in such amounts as follows.

Hull:	S/N 20880 $6,000,000.00
	S/N 22166 $7,500,000.00
Liability:	$750,000,000.00
Deductible:	$500,000.00

Above figures are subject to revision by Lessor prior to contract.

Lessee's insurance policies will be endorsed to include the Lessor and Lessor's Lender as loss payees and as additional insureds for their respective interests.

Aircraft Modifications and Completion of AD's:

Lessor and Lessee agree to contribute on equal basis (50% of the cost to be bared by each party) towards the cost of accomplishing the following mandatory

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modifications on the Aircraft.

1. Lower Cargo Fire Suppression System (estimated by Lessee to cost approximately US$35,000.00).

2. EGPWS: Although not required by Lessee for installation during the Term of the Lease, at Lessor's option, the EGPWS modification shall be incorporated by Lessee to the Aircraft prior to redelivery. The cost of accomplishing this modification shall be for the account of the Lessor based on labor and parts rates to agreed between the parties prior to the installation. Lessor must notify Lessee in writing at least ninety (90) days prior to lease expiration that such modification shall be accomplished prior to the redelivery of the Aircraft.

Maintenance Compensation at Aircraft Redelivery:

No maintenance adjustment amounts shall be due and payable by Lessor to Lessee at redelivery. Lessee shall use best efforts to manage the Aircraft useful time remaining on engines and landing gears to the redelivery date so that upon lease expiration Aircraft return conditions are met and rotable overage exists (10% or more component useful life remaining at redelivery than at delivery).

In the event the Aircraft are returned with less useful time remaining on the engines and landing gears than the minimums stipulated in the Leases then Lessee shall pay a financial compensation to Lessor for such shortfalls. The amounts of compensation shall continue to be calculated per the existing formulas in the Leases.

Lessor's Conditions Precedent:

The obligations of the Lessor and Lessee regarding this transaction shall be subject to certain conditions, including:

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1. No material adverse change in Lessee's financial condition from the date hereof to the date the lease extension amendments are executed.
2. Execution and delivery of all other mutually satisfactory documentation associated with this transaction, including but not limited to the lease amendments, in form and substance reasonably satisfactory to Lessor and any Lessor's Lender.
3. Approval by Lessor's Executive Committee and/or Board of Directors' approval.
4. Lessee be current in all its financial obligations to Lessor and that no event of default has occurred and is continuing.

Documentation: Documentation for the transaction will be prepared by counsel to Lessor. All documentation shall be subject to the laws of the State of California, United States of America and shall be mutually agreed upon and acceptable to all parties to the transaction. The parties shall receive customary legal opinions for the Lease transaction.

Transaction Expenses: Each party shall bear its own expenses associated with negotiating and documenting this transaction (each party shall pay it own local counsel expenses). The costs of Lease registration, registration counsel, and any other third party costs, including but not limited to all taxes and other governmental charges, incurred in Brazil and in any other country where the Aircraft is registered or proposed to be operated will be for the account of the Lessee.

Expiration Date: This proposal shall expire at 5:00 p.m. PDT on September 25, 2004, or as otherwise agreed in writing between the parties. Lessor and Lessee undertake to keep confidential all such information regarding this transaction.

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If the above proposal is acceptable, please sign below where indicated and return a copy of same to us via fax at 1 609 361 3096 on or before the Expiration Date.

Yours truly,
Pegasus Aviation, Inc.

Alfredo B. Sarria
VP Marketing

A. SARRIA

AGREED AND ACCEPTED
Varig Logistica S.A.

Signature:

Name & Title: JOAO LUIS BERNES DE SOUSA
PRESIDENT
01/OCTOBER/2004

Ana Lúcia Campbell Tyler-Williams
Tradutora Pública Juramentada e Intérprete Comercial
Inglês – Português – Espanhol
Edifício de Paoli
Av. Nilo Peçanha, 50/ 1014
20044-900 **Rio de Janeiro**
Tel.: +55-21-262.9371 Telefax: +55-21-3084.8484

CPF-MF: 430.405.357/49
Matrícula na JUCERJA N° 147
e-mail: anacampbell@wb.com.br

DE.MAF 1970

Eu, infra-assinada, Tradutora Pública Juramentada e Intérprete Comercial nesta Praça e Estado do Rio de Janeiro, República Federativa do Brasil, com Fé Pública em todo o Território Nacional, devidamente matriculada na JUCERJA sob o N° 147, em 07 de fevereiro de dois mil e um, CERTIFICO e DOU FÉ que me foi apresentado um documento, exarado no idioma INGLÊS, para que o traduzisse para o vernáculo, o que aqui faço em virtude do meu ofício público, a pedido da parte interessada, para constar onde convier, como segue:

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TRADUÇÃO N° 6703/04

PEGASUS AVIATION, INC.

Entrega por e-mail: paulo.rossi@varig.com.br

21 de setembro de 2004.

Sr. **PAULO ROSSI - VARIG.** Av. Almirante Silvio de Noronha, Rio de Janeiro, Brasil.

Prezado Paulo,

A **PEGASUS AVIATION INC.** tem o prazer de apresentar a seguinte proposta a respeito das prorrogações das locações à **VARIG LOGÍSTICA S.A.** de 2 (duas) aeronaves de carga B727-200A Estágio II. Os termos e condições gerais da nossa proposta estão descritos abaixo:

Locador: **PEGASUS AVIATION INC.**, suas subsidiária

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ANA CAMPBELL TYLER-WILLIAMS TRADUTORA PÚBLICA 2262-9371 3084-8484 INTÉRPRETE COMERCIAL RIO DE JANEIRO

ou representantes.

Locatário: As Locações existentes a alterar e transferir à **VARIG LOGÍSTICA S.A.**, sujeitas às garantias da VARIG Airlines S.A.

Aeronave: 2 (duas) aeronaves de carga B727-200A com números de série dos fabricantes 20880 e 22166, registro PP-VQU & PP-VQV, cada uma equipada com 3 (três) motores PW JT8D-17, doravante Aeronave ("Aeronave").

Incorporação dos Kits de Insonorização Estágio III: O Locador deverá fornecer ao Locatário, sem ônus, dois *ship-sets* de kits de insonorização estágio III pesados Federal Express a instalar em cada Aeronave. Os kits de insonorização devem ser entregues nas instalações do Locatário em Miami, FL, em ou antes de 5 de outubro de 2004.

Todos os custos associados à instalação física dos kits de insonorização na Aeronave deverão ser arcados pelo Locatário. O Locatário deverá prover um representante qualificado para assistir nas questões técnicas associadas à instalação dos kits de insonorização.

Prorrogação do prazo de locação: O Prazo de Locacão da Aeronave para cada Aeronave deverá ser prorrogado até 30 de janeiro de 2006.

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ANA CAMPBELL TYLER-WILLIAMS TRADUTORA PÚBLICA 2262-9371 3084-8484 INTÉRPRETE COMERCIAL RIO DE JANEIRO

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Reduções no Aluguel da Aeronave: O aluguel mensal da Aeronave S/N 20880 deverá ser reduzido a US$ 55.000,00 por mês, em vigor a partir de 1° de setembro de 2004.

O aluguel mensal da Aeronave S/N 22166 será reduzido a US$ 55.000 por mês, em vigor a partir de 1° de agosto de 2004.

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Condições de Devolução da Aeronave: Além das disposições de devolução existentes nas Locações, cada Aeronave deverá ser devolvida com os kits de insonorização estágio III recentemente fornecidos instalados e tempo zero, a partir das seguintes inspeções devidas na carcaça, segundo o programa de manutenção aprovado existente do Locatário:

1. A próxima inspeção de bloco D programada ou inspeção pesada na carcaça equivalente e

2. A próxima inspeção na carcaça 2C programada.

3. Essas inspeções deverão ser igualadas (realizadas ao mesmo tempo) antes da devolução de cada Aeronave ao Locador.

Seguro: O Locatário manterá um seguro de aviação aceito pelo Locador por casco, responsabilidade e risco de guerra, e dedutível da Aeronave nos seguintes montantes:

Casco: S/N 20880 $ 6.000.000,00. S/N 22166 $

ANA CAMPBELL TYLER-WILLIAMS
TRADUTORA PÚBLICA
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INTÉRPRETE COMERCIAL
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7.600.000,00.

Responsabilidade: $ 750.000.000,00

Dedutível: $ 500.000,00

Cifras superiores estão sujeitas à revisão do Locador antes do contrato.

As apólices de seguro do Locatário serão endossadas para incluir o Financiador do Locador e do Locatário como beneficiários e segurados adicionais para as suas respectivas participações.

Modificações na Aeronave e Conclusão de AD's: O Locador e o Locatário concordam em contribuir igualmente (50% do custo a serem arcados por cada uma das partes) com o custo de executar as seguintes modificações obrigatórias na Aeronave:

1. Sistema de Extinção de Incêndio de Carga Inferior (custo estimado pelo Locatário em aproximadamente US$ 35.000,00).

2. EGPWS: Embora não exigido pelo Locatário para instalação durante a Vigência da Locação, à opção do Locador, a modificação EGPWS deverá ser incorporada pelo Locatário à Aeronave antes da devolução. O custo da execução dessa modificação deverá ser arcado pelo Locador, com base em taxas de serviço e componentes acordadas entre as

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partes antes da instalação. O Locador deve notificar o Locatário por escrito, ao menos 90 (noventa) dias antes do término da locação, que tal modificação deverá ser executada antes da devolução da Aeronave.

Compensação de Manutenção na Devolução da Aeronave: Nenhum montante de ajuste de manutenção será devido e pago pelo Locador ao Locatário na devolução. O Locatário deverá usar de seus melhores esforços para gerenciar o tempo útil restante da Aeronave nos motores e trens de pouso até a data de devolução, de forma que, mediante o término da locação, as condições de devolução da Aeronave sejam cumpridas e a idade avançada esteja visível (10% ou mais de vida útil restante dos componentes na devolução do que na entrega).

Se a Aeronave for devolvida com tempo útil restante nos motores e trens de pouso menor que o mínimo estipulado nas Locações, então o Locatário deverá pagar uma compensação financeira ao Locador por tais déficits. Os montantes da compensação deverão continuar a ser calculados segundo as fórmulas existentes nas Locações.

Precedente nas Condições do Locador: As obrigações do Locador e Locatário referentes a

ANA CAMPBELL TYLER-WILLIAMS
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essa transação deverão estar sujeitas a certas condições, incluindo:

1. Nenhuma mudança material adversa na condição financeira do Locatário a partir desta data até a data em que as alterações na prorrogação da locação forem executadas.

2. Execução e entrega de todos os outros documentos mutuamente satisfatórios associados a essa transação, incluindo, mas não se limitando às alterações na locação, com forma e substância razoavelmente satisfatórias ao Locador e a qualquer Financiador do Locador.

3. Aprovação pelo Comitê Executivo do Locador e/ou aprovação do Conselho Administrativo.

4. O Locatário deverá estar adimplente em todas as suas obrigações financeiras para com o Locador, sem ocorrência de inadimplência atual.

Documentação: A documentação para a transação será preparada pelo conselho ao Locador. Toda a documentação deverá estar sujeita às leis do Estado da Califórnia, Estados Unidos da América, e deverá ser mutuamente acordada e aceita por todas as partes da transação. As partes deverão receber pareceres usuais para a transação da Locação.

ANA CAMPBELL TYLER-WILLIAMS
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Despesas de Transação: Cada uma das partes deverá arcar com as próprias despesas associadas à negociação e documentação dessa transação (cada parte deverá pagar as suas próprias despesas de conselho locais). Os custos de registro da Locação, conselho de registro e quaisquer outros custos com terceiros, incluindo, mas não se limitando a todos os impostos e outros encargos governamentais, incorridos no Brasil e em qualquer outro país onde a Aeronave estiver registrada ou com funcionamento proposto, serão arcados pelo Locatário.

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Vencimento: Esta proposta terminará às 17:00 PDT em 26 de setembro de 2004, ou conforme acordado por escrito entre as partes. O Locador e o Locatário comprometem-se a manter todas as informações referentes a essa transação confidenciais.

Se a proposta acima for aceita, assine abaixo conforme indicado e devolva uma cópia para nós via fax, I 509 351 3098, na Data de Vencimento ou antes dela.

Atenciosamente,

PEGASUS AVIATION, INC. (Fdo.) Alfredo B. Sarria - Marketing VP

ANA CAMPBELL TYLER-WILLIAMS TRADUTORA PÚBLICA 2262-9371 2084-8484 INTÉRPRETE COMERCIAL RIO DE JANEIRO

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CONCORDO E ACEITO. VARIG LOGÍSTICA S.A.

Assinatura: (Fdo.) João Luis Bernes de Sousa - Presidente. 1° de outubro de 2004.

[Todas as páginas estavam rubricadas e carimbadas.]

RQS nº 03/2005 - CPMI - CORREIOS
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ANA CAMPBELL TYLER-WILLIAMS
TRADUTORA PÚBLICA
2262-9371
3084-8484
INTÉRPRETE COMERCIAL
RIO DE JANEIRO

Fls. 1168

6703/04 fl. 9

***** ERA O QUE CONSTAVA do referido documento, ao qual me reporto, e por ser verdade, DOU Fé. Rio de Janeiro, 23 de novembro de 2004.

POR TRADUÇÃO CONFORME:

ANA CAMPBELL TYLER-WILLIAMS TRADUTORA PÚBLICA 2262-9371 3084-8484 INTERPRETE COMERCIAL RIO DE JANEIRO

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ANA CAMPBELL TYLER-WILLIAMS TRADUTORA PÚBLICA 2262-9371 3084-8484 INTERPRETE COMERCIAL RIO DE JANEIRO

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MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

AUTORIZAÇÃO TEMPORÁRIA PARA VÔO
TEMPORARY PERMISSION TO FLY

MARCAS DE NACIONALIDADE E MATRÍCULA (Nationality And Registration Marks) : **PP-VLS**
CAT. REGISTRO (Registration Category) : TPR
OPERADOR (Operator) : VARIG LOGISTICA S/A CPF/CNPJ : 04066143/0001-57

DADOS DA AERONAVE (Description of Aircraft)
FABRICANTE (Manufacturer) : BOEING COMPANY
MODELO (Model) : 727-173C
NÚMERO DE SÉRIE (Serial Number) : 19508
PMD (MTOW) : 076853 KG
TIPO ICAO (ICAO Type) : B721
NÚMERO MAX. PASSAGEIROS (MAX Passengers) : 000
NÚMERO MIN. TRIPULANTES (MIN. Crew) : 03

Este documento é emitido de acordo com o RBHA-47-SUBPARTE C e é válido por 30 dias, contados a partir da data de sua emissão.

This document is issued in accordance with the RBHA-47-SUBSECTION C and is valid for 30 days counted from the date of its emission.

Esta AUTORIZAÇÃO TEMPORÁRIA PARA VÔO é emitida conforme a Convenção sobre Aviação Civil Internacional, de 07 de dezembro de 1944, e o Código Brasileiro de Aeronáutica, de 19 de dezembro de 1986, para a aeronave acima identificada, a qual é considerada aeronavegável enquanto mantida e operada de acordo com as limitações pertinentes. Esta AUTORIZAÇÃO não é válida se a aeronave estiver suspensa por qualquer código restritivo.

This TEMPORARY PERMISSION TO FLY is issued in accordance with the International Civil Aviation Convention of December 7, 1944, and the Brazilian Air Law of December 19,1986 in respect of the above mentioned aircraft, which is considered to be airworthy while maintained and operated in accordance with the pertinent limitations. This PERMISSION is not valid if aircraft is suspended by any restrictive code.

OBSERVAÇÕES : Os Certificados de Matrícula e de Aeronavegabilidade estão em processamento no RAB. (REMARKS)

RIO DE JANEIRO, 23 DE NOVEMBRO DE 2004

P.O.

ALBERTO ALVES COELHO Maj Av
Chefe do Registro Aeronáutico Brasileiro

100 ANOS

Wagner Ribeiro Drummond
Seção de Análise Jurídica

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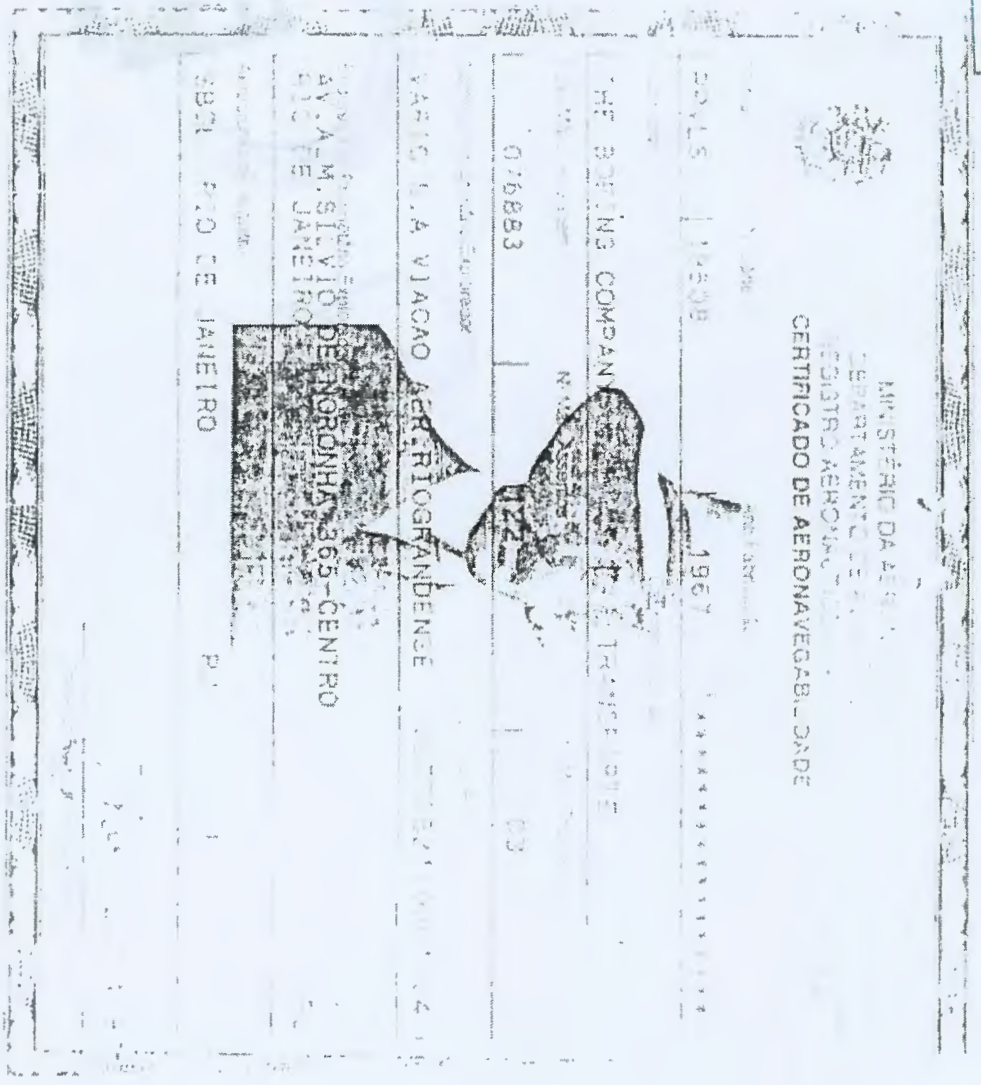

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MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

AUTORIZAÇÃO TEMPORÁRIA PARA VÔO
TEMPORARY PERMISSION TO FLY

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MARCAS DE NACIONALIDADE E MATRÍCULA (Nationality And Registration Marks) : **PP-VLD**
CAT. REGISTRO (Registration Category) : TPR
OPERADOR (Operator) : VARIG LOGISTICA S/A CPF/CNPJ : 04066143/0001-57

DADOS DA AERONAVE (Description of Aircraft)
FABRICANTE (Manufacturer) : BOEING COMPANY
MODELO (Model) : 727-41
NÚMERO DE SÉRIE (Serial Number) : 20425
PMD (MTOW) : 076883 KG
TIPO ICAO (ICAO Type) : B721
NÚMERO MAX. PASSAGEIROS (MAX Passengers) : 000
NÚMERO MIN. TRIPULANTES (MIN. Crew) : 03

Este documento é emitido de acordo com o RBHA-47-SUBPARTE C e é válido por 30 dias, contados a partir da data de sua emissão.

This document is issued in accordance with the RBHA-47-SUBSECTION C and is valid for 30 days counted from the date of its emission.

Esta AUTORIZAÇÃO TEMPORÁRIA PARA VÔO é emitida conforme a Convenção sobre Aviação Civil Internacional, de 07 de dezembro de 1944, e o Código Brasileiro de Aeronáutica, de 19 de dezembro de 1986, para a aeronave acima identificada, a qual é considerada aeronavegável enquanto mantida e operada de acordo com as limitações pertinentes. Esta AUTORIZAÇÃO não é válida se a aeronave estiver suspensa por qualquer código restritivo.

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OBSERVAÇÕES : Os Certificados de Matrícula e de Aeronavegabilidade estão em processamento no RAB. (REMARKS)

RIO DE JANEIRO, 23 DE NOVEMBRO DE 2004

P.O.

ALBERTO ALVES COELHO Maj Av
Chefe do Registro Aeronáutico Brasileiro

100 ANOS

Wagner Ribeiro Drummond
Seção de Análise Jurídica

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CERTIFICADO DE AERONAVEGABILIDADE

1970	**********
TRANSPORTE	
03	
93772821/0001-64	
RONHA 365-CENTRO	RJ
RJ	

25/04/97

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MINISTÉRIO DA AERONÁUTICA
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

CERTIFICADO DE MATRÍCULA E NACIONALIDADE

Nº Certificado: 6017
1 VIA

Marca	Modelo	Nº Série	Ano Fabricação
PP-D	727-41	20425	1970

Nacionalidade	Fabricante	Cat.Reg.
********	THE BOEING COMPANY	TPR

Nome do Proprietário	CGC/CPF
VARIG S.A VIACAO AER.RIOGRANDENSE	92772821/0001-6

Endereço do Proprietário
AV.ALM.SILVIO DE NORONHA 365-CENTRO
RIO DE JANEIRO

Nome do Explorador | CGC/CPF
****

****

MINISTÉRIO DA AERONÁUTICA
Oficial Encarregado

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DEPOENTE
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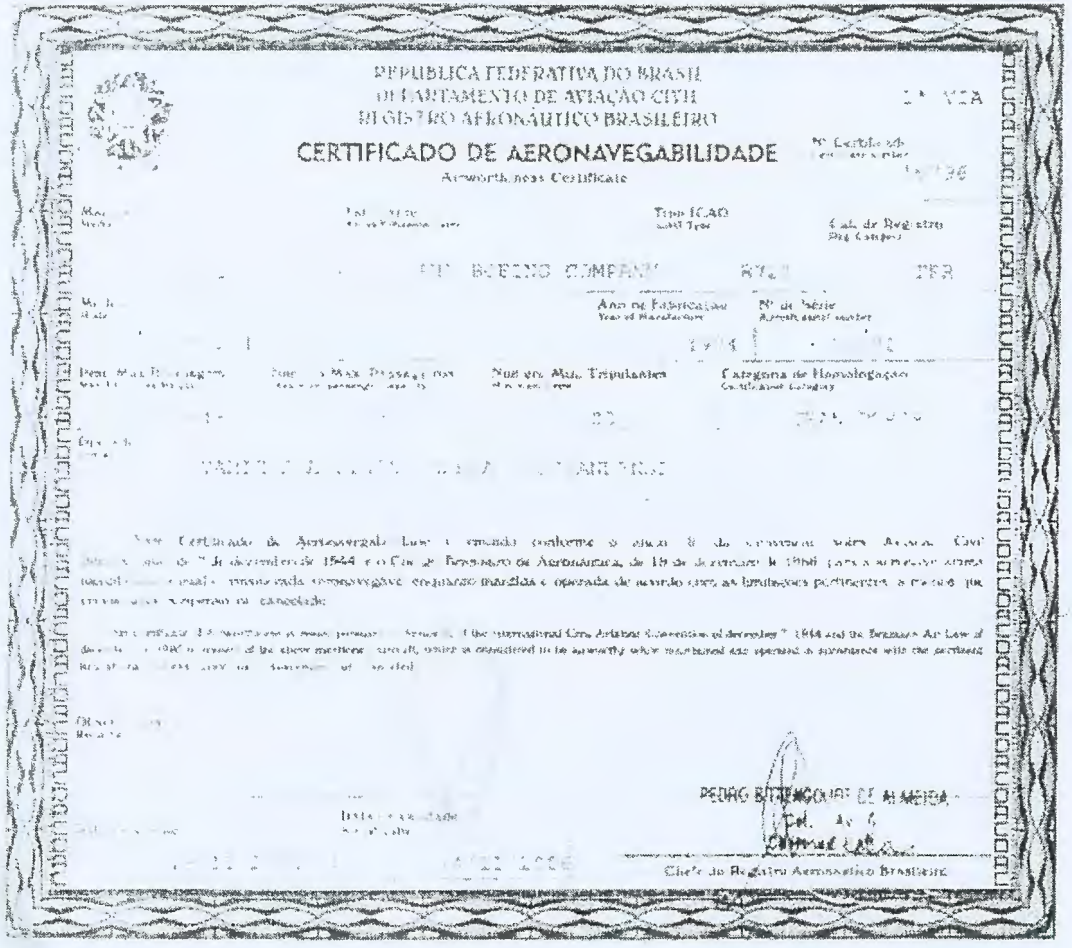

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

2ª VIA

CERTIFICADO DE AERONAVEGABILIDADE

Airworthiness Certificate

Nº Certificado

Marca

Tipo ICAO

Cód. de Registro

BOEING COMPANY

Ano de Fabricação

Nº de Série

Peso Máx. Decolagem

Peso Máx. Passageiros

Nos de Mbs. Tripulantes

Categoria de Homologação

PEDRO BITENCOURT DE ALMEIDA

Chefe do Registro Aeronáutico Brasileiro

DEPART. 1955

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DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

2ª VIA

CERTIFICADO DE MATRÍCULA

Certificate of Registration

Fabricante
Manufacturer's Name

THE BOEING COMPANY

N. Certificado
Certificate No.

20880

CNPJ-CPF

****

CNPJ-CPF

92772821/0001-64

UF

RJ

PEDRO BITTENCOURT DE ALMEIDA

Chefe do Reg. Cont. Aeronáutico Brasileiro

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DENAF 1853

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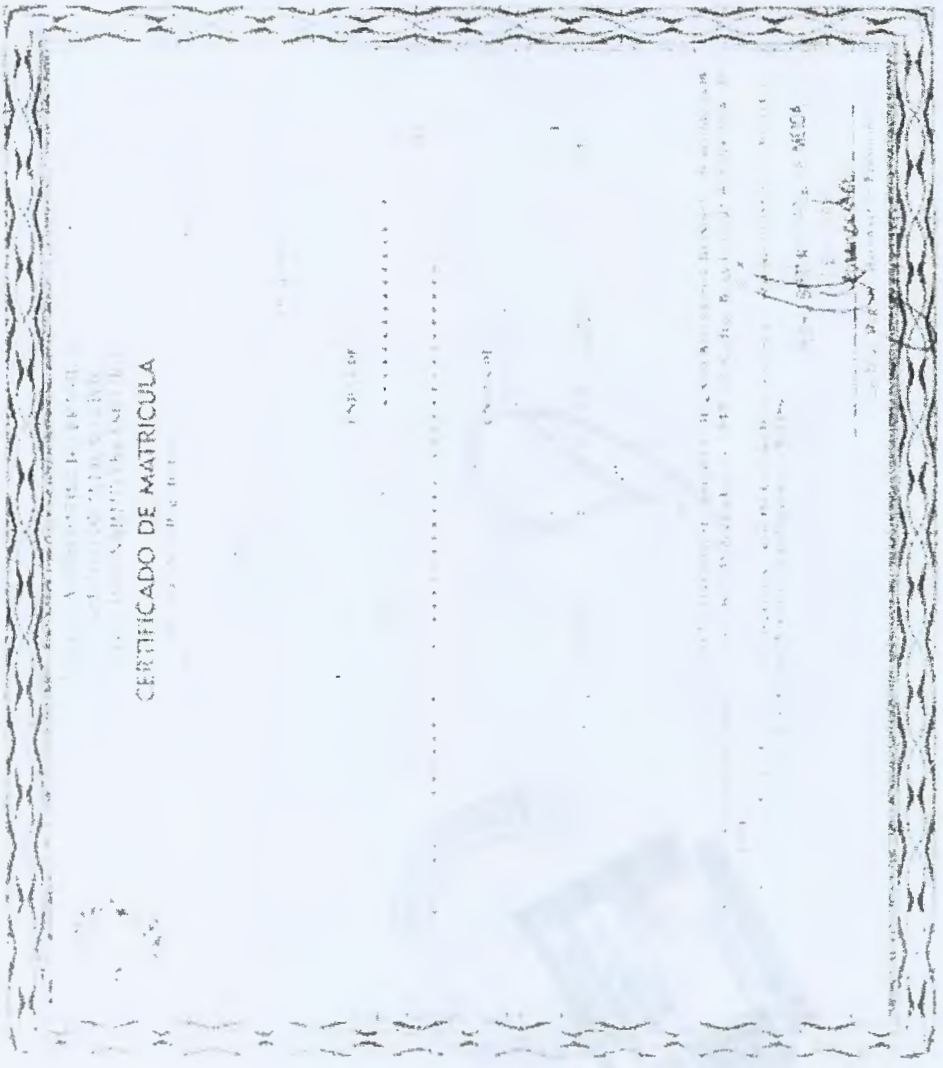

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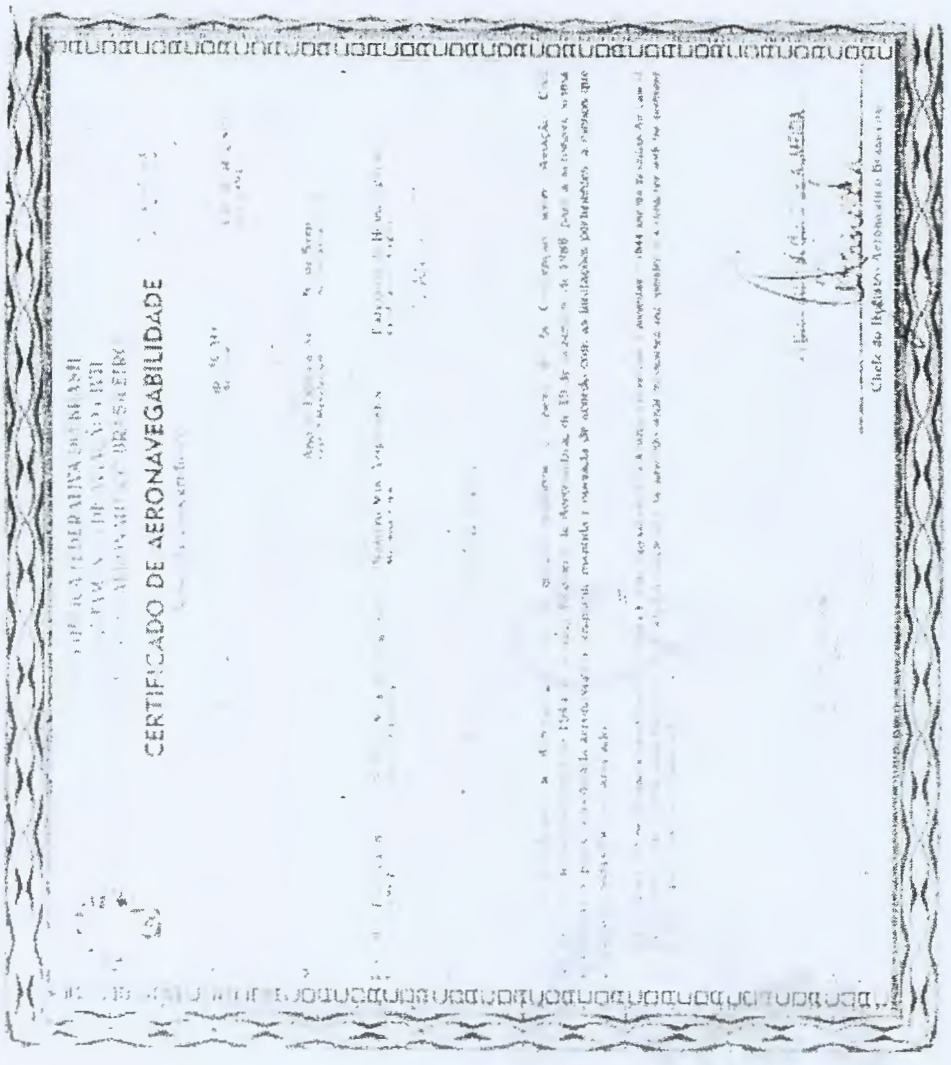

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REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

1ª VIA

CERTIFICADO DE AERONAVEGABILIDADE

Nº Certificado: 16219

Marca	Tipo de Aeronave	Categoria de Registro
BOEING COMPANY	P722	TPR

Ano de Fabricação	Nº de Série
1977	21341

Matrícula	Número Máximo de Passageiros	Categoria de Homologação
PDO	03	TRANSPORTE

conforme [illegible] Convenção sobre Aviação Civil Internacional de 7 de dezembro de 1944, para a aeronave acima [illegible] Regulamento Brasileiro de Aviação Civil, as limitações pertinentes e a marca que [illegible]

[illegible] Convenção sobre Aviação Civil Internacional de 7 de dezembro de 1944 [illegible] Brasileiro de Aviação Civil [illegible]

[illegible]

Chefe do Registro Aeronáutico Brasileiro

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REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

CERTIFICADO DE MATRÍCULA

Certificate of Registration

BOEING COMPANY 16219

21341

BLAST COMERCIAL AIR GROUP INC. **********

VARIG LOGÍSTICA S.A 91066143 1 01

AV. ALMIRANTE BARROSO Nº 81 GR 3601/420 RIO DE JANEIRO

COMPROMISSO DE COMPRA E VENDA

Chefe do Registro Aeronáutico Brasileiro

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Fls: 2
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DENAF 1249

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL

CERTIFICADO DE HOMOLOGAÇÃO DE EMPRESA DE TRANSPORTE AÉREO

NÚMERO: 200104-001/STE

RQS nº 03/2005 - CN
CPMI - CORREIO
Fls: 0603
Doc: 3675

ESTE DOCUMENTO, EMITIDO EM FAVOR DE VARIG LOGÍSTICA S/A

ESTABELECIDA NA RUA FIDÊNCIO RAMOS, Nº 223 – 14º ANDAR
VILA OLIMPIA
SÃO PAULO – SP
CEP 04551-010

CERTIFICA QUE ESTA EMPRESA CUMPRIU AS NORMAS, REQUISITOS, REGULAMENTOS E PADRÕES ESTABELECIDOS PELO DAC PARA A HOMOLOGAÇÃO DE EMPRESA DE TRANSPORTE AÉREO PÚBLICO REGULAR NA MODALIDADE DE EMPRESA AÉREA DE BANDEIRA SEGUNDO AS REGRAS E PROCEDIMENTOS ESTABELECIDOS NO REGULAMENTO BRASILEIRO DE HOMOLOGAÇÃO AERONÁUTICA (RBHA) 121, SUJEITANDO-SE ÀS LIMITAÇÕES ESTABELECIDAS NAS ESPECIFICAÇÕES OPERATIVAS APROVADAS.

DURAÇÃO: Este Certificado, emitido de acordo com a legislação em vigor, terá duração ilimitada, salvo em caso de suspensão, revogação ou cassação pelo DAC.

LOCAL E DATA DA EMISSÃO: Rio de Janeiro, 25 de março de 2003.

Chefe do Subdepartamento Técnico
Brig.-do-Ar RENILSON RIBEIRO PEREIRA

Este Certificado é intransferível e qualquer modificação pretendida pelo seu detentor fica sujeita à expressa aprovação do DAC.

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DENAF 1248

Seção de Hom. e Cont. de Empresas - RBHA 121 - (4TE-1)
RESPONDIDO POR:
☐FAX ☐OFÍCIO ☐OUTRO
NÚMERO: _____
DATA: ____ / ____ / ____

SERVIÇO PÚBLICO FEDERAL
DEPARTAMENTO DE AVIAÇÃO CIVIL
SUBDEPARTAMENTO TÉCNICO
DIVISÃO DE AERONAVEGABILIDADE E ENGENHARIA DE MANUTENÇÃO

TRANSMISSÃO EM FAC-SÍMILE FAX TRANSMISSION			Nº 872/4TE-1/2004
DESTINATÁRIO (ADDRESS)			☐ URGENTE ☒ NORMAL
EMPRESA (COMPANY)	ENDEREÇO (ADDRESS)	FAC SÍMILE Nº	DATA (DATE)
VARIGLOG	Rio de Janeiro-RJ	(0xx21) 2468-2260	22 NOV 2004
AT SR (ATT MR) ENG SAULO DAVID		SETOR (LOCATION) DIRETORIA DE MANUTENÇÃO	PAG (PAGE) 01/01

COMUNICAÇÃO (COMMUNICATION)

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ASSUNTO: INCLUSÃO DE AERONAVES NAS ESPECIFICAÇÕES OPERATIVAS DA EMPRESA.

REF. 1) SEGVÔO 103 Nº RIOUB - 12/2004; e
2) Memo RIOUB – 13, DE 11 NOV 2004.

Considerando o documento da referência, informo a V.Sa. que, após análise e parecer da Seção de Homologação e Controle de Empresas – RBHA 121 (4TE-1), esta Chefia decidiu **incluir** as aeronaves **Boeing, modelo 727-100, marcas PP-VLD (S/N 20.425), PP-VLE (S/N 19.666), PP-VLS (S/N 19.508) e modelo 727-200, marcas PP-VQU (S/N 20.880), PP-VQV (S/N 22.166)** nas Especificações Operativas da Empresa, a contar de 22 NOV 2004.

Finalmente, informo a V.Sa. que, posteriormente, será emitido ofício com a revisão nas Especificações Operativas para a aeronave em tela.

NO IHP

MAURO GAGEIRO PINTO – Ten Cel Eng Aer.
CREA-RJ 87-1-01291-0-D
Chefe da Seção de Homologação e Controle de Empresas Regidas pelo RBHA 121 (4TE-1)

JOSE GERSON M. PINHEIRO - Cel. Eng. R/R
Seção de Homol. e Contr. Empresas RBHA 121

LCCPF/3JLMS
FAX (0xx21) 3814-6855
<872-VARIG.doc

Seção de Homologação e Controle de Empresas - RBHA 121
FAX TRANSMITIDO
Em 23 / 11 / 2004
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REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL

ESPECIFICAÇÕES OPERATIVAS

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VARIG LOGÍSTICA S/A.

CHECKLIST Nº	200104-001/STE

REVISÃO	06
	24 SET 2004

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PARTE A

GERAL

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Chefe da Seção de Homologação e Controle de Empresas – RBHA 121

Coordenação do Processo de Homologação – RBHA 121

Jorge Luiz Brito Velozo - Cel.-Av.
Chefe Interino do STE

DENAF 1245

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A.2 CONTROLE DE REVISÕES

Nº DA REV.	DATA DA REVISÃO	DATA DE INSERÇÃO	RUBRICA
ORIGINAL	05 ABR 2001	05 ABR 2001	TE-1/4TE-1
1	31 JUL 2001	31 JUL 2001	TE-1/4TE-1
2	31 NOV 2001	31 NOV 2001	TE-1/4TE-1
3	10 FEV 2003	10 FEV 2003	TE-1/4TE-1
4	01 JUL 2003	01 JUL 2003	TE-1/4TE-1
5	09 DEZ 2003	09 DEZ 2003	TE-1/4TE-1
6	24 SET 2004	24 SET 2004	TE-1/4TE-1
-	-	-	-

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A.3 LISTA DE PÁGINAS EFETIVAS

PÁGINA	REVISÃO	DATA	PÁGI-NA	REVISÃO	DATA
1	06	24 SET 2004			
2	06	24 SET 2004			
3	03	10 FEV 2003			
4	03	10 FEV 2003			
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7	03	10 FEV 2003			
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18	03	10 FEV 2003			
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22	06	24 SET 2004			
23	06	24 SET 2004			
24	03	10 FEV 2003			
25	03	10 FEV 2003			
26	06	24 SET 2004			
27	06	24 SET 2004			
-	-	-			

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A.4 TERMOS, SIGLAS E ABREVIATURAS

A.4.1 SIGLAS E ABREVIATURAS

Sigla	Descrição
AEM	Transporte de Passageiros Enfermos
B-RNAV	*Basic Radio Navigation*
C2	Categoria II
C3	Categoria III
CBA	*Código Brasileiro de Aeronáutica*
CCA	Configuração Cargueira Aprovada
CHETA	*Certificado de Homologação de Empresa de Transporte Aéreo*
CNPJ	*Cadastro Nacional de Pessoa Jurídica*
CRP	Cargas Perigosas
DAC	Departamento de Aviação Civil
ETOPS	*Extended Twin Engine Operations*
IAC	*Instrução de Aviação Civil*
LAR	Linha Aérea Regional
LGS	Ligação Sistemática
MGM	Manual Geral de Manutenção
MPI	Manual de Procedimentos de Inspeção
NAT-MNPS	*North Atlantic-Minimum Navigation Performance Specification*
OFS	Operação Off Shore
PSG	Transporte de Passageiros
RBHA	*Regulamento Brasileiro de Homologação Aeronáutica*
RNP 10	Desempenho de Navegação Requerido (10 Milhas Náuticas)
RNP 5	Desempenho de Navegação Requerido (5 Milhas Náuticas)
RVSM	Separação Vertical Mínima Reduzida
STE	Subdepartamento Técnico do DAC
CPH	Setor Coordenador do Processo de Homologação

A.4.2 TERMOS

Termos	Definição
Operador Primário	é aquela empresa aérea da qual a aeronave faça parte da respectiva frota discriminada nas suas Especificações Operativas
Operador Secundário	é aquela empresa aérea autorizada a operar, em regime de intercâmbio, aeronave pertencente à frota de outra empresa aérea reputada Operador Primário

A.5 APLICABILIDADE

Estas Especificações Operativas são emitidas em favor de **VARIG LOGÍSTICA S/A**, CNPJ **92.772.821/0001-64**, em complementação ao Certificado de Homologação de Empresa de Transporte Aéreo – CHETA – nº **200104-001/STE**.

O detentor destas Especificações Operativas deve conduzir suas operações de acordo com as autorizações, limitações e procedimentos aqui estabelecidos e em todos os RBHA aplicáveis.

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A.6 ENDEREÇOS

A.6.1 ESCRITÓRIOS ADMINISTRATIVOS

RUA FIDÊNCIO RAMOS Nº 223 ,14º ANDAR
VILA OLIMPIA
SÃO PAULO - SP
CEP 04551-010

A.6.2 BASE PRINCIPAL DE OPERAÇÃO

ESTRADA DAS CANÁRIAS, nº 1862
ILHA DO GOVERNADOR
RIO DE JANEIRO – RJ
CEP 21941-480

A.6.3 BASES SECUNDÁRIAS DE OPERAÇÃO

A) BASE RIO DE JANEIRO
AEROPORTO INTERNACIONAL ANTÔNIO CARLOS JOBIN – GALEÃO
1º ANDAR, SALA 1010
ILHA DO GOVERNADOR
RIO DE JANEIRO – RJ
TEL.: 21.2468 2555
FAX: 21.2468 2518

B) BASE MANAUS
AEROPORTO INTERNACIONAL EDUARDO GOMES
1º ANDAR, SALA 103
MANAUS – AM
TEL: 92.314.6853
FAX: 92.314.6892

A.6.4 BASE PRINCIPAL DE MANUTENÇÃO

ESTRADA DAS CANÁRIAS, nº 1862
ILHA DO GOVERNADOR
RIO DE JANEIRO – RJ
CEP 21941-480

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DENAF 1934

A.7 PESSOAL DE ADMINISTRAÇÃO

A VARIG LOGÍSTICA S/A designou as pessoas abaixo relacionadas para ocupar as funções requeridas pela Seção 119.65 – PESSOAL DE DIREÇÃO REQUERIDO PARA EMPRESAS AÉREAS DOMÉSTICAS OU DE BANDEIRA SEGUNDO O RBHA 119:

CARGO RBHA	CARGO	NOME
Administrador Geral	Diretor Presidente	João Luis Bernes de Sousa
Diretor de Operações	Diretor de Op. de Vôo	Edison Costa COD DAC 26584-3
Piloto Chefe	Piloto Chefe	Joelci Antônio Venzon COD DAC 44137-8
Diretor de Manutenção	Diretor de Manutenção	Saulo David CREA SP 060128824
Inspetor Chefe	Inspetor Chefe	Marcos Antônio Limeira de Farias COD DAC 103113

A Empresa deve manter atualizado, junto à Coordenação do Processo de Homologação (CPH – DAC), o cadastro do pessoal de direção requerido, conforme previsto no parágrafo 119.65 (c) do RBHA 119.

A.8 TIPO DE HOMOLOGAÇÃO

O detentor destas Especificações Operativas está autorizado a conduzir serviços de acordo com as limitações abaixo relacionadas, de acordo com todos os Regulamentos e Instruções de Aviação Civil Brasileiros:

RBHA de Homologação	RBHA 121
Modalidade	Empresa Aérea de Bandeira.
Autorização de Transporte – Passageiros	NÃO
Autorização Transporte – Carga	SIM
Autorização Transporte – Cargas Perigosas	SIM

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PARTE B
LIMITAÇÕES OPERACIONAIS

Chefe da Seção de Certificação e Controle de empresas regidas pelo RBHA 121 e 129

Abrimar de Lucena C. Junior - 1.º Ten Eng.

Chefe da Divisão de Segurança Operacional

Adyr de A. Mello - Cel. - Eng. - FAB
Chefe da Div. de Operação de Aeronaves

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B.1 CARGAS PERIGOSAS

A VARIG LOGÍSTICA S/A está autorizada a realizar operações envolvendo cargas perigosas de acordo com seu Manual de Cargas Perigosas.

B.2 PROGRAMA PARA FISCALIZAÇÃO DE BAGAGENS DE MÃO

O programa de fiscalização de bagagens de mão não é aplicável à empresa.

B.3 OPERAÇÕES AÉREAS SOBRE O ATLÂNTICO NORTE (NAT-MNPS)

A VARIG LOGÍSTICA S/A **não está autorizada** a realizar operações do tipo NAT-MNPS.

B.4 SEPARAÇÃO VERTICAL MÍNIMA REDUZIDA (RVSM)

A VARIG LOGÍSTICA S/A **não está tecnicamente capacitada** a conduzir operações no espaço aéreo onde o RVSM é requerido de acordo com os limites e condições estabelecidos .

B.5 OPERAÇÕES DE ALCANCE PROLONGADO COM AVIÕES BIMOTORES – ETOPS

Não aplicável.

B.6 APROXIMAÇÃO POR INSTRUMENTOS

B.6.1 CATEGORIA II

A VARIG LOGÍSTICA S/A **não está autorizada** a conduzir Aproximação e Pouso na Categoria II em nenhuma hipótese.

B.6.2 CATEGORIA III

A VARIG LOGÍSTICA S/A **não está autorizada** a conduzir Aproximação e Pouso na Categoria III em nenhuma hipótese.

B.7 B-RNAV

B.7.1 B-RNAV RNP 5

A VARIG LOGÍSTICA S/A **não está tecnicamente capacitada** a conduzir operações no espaço aéreo ECAC onde o B-RNAV RNP 5 é requerido de acordo com os limites e condições estabelecidos.

B.7.2 B-RNAV RNP 10

A aeronave PP VLG da VARIG LOGÍSTICA S/A está tecnicamente capacitada a conduzir operações no espaço aéreo onde o B-RNAV RNP 10 é requerido de acordo com os limites e condições estabelecidos.

B.8 AEROPORTO SANTOS DUMONT

A VARIG LOGÍSTICA S/A **não está tecnicamente capacitada** a conduzir operações no aeroporto Santos Dumont (SBRJ).

B.9 NAVEGAÇÃO GPS

A aeronave PP VLG da VARIG LOGÍSTICA S/A está autorizada a conduzir operações com a utilização do GPS para Navegação.

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B.10 CENTROS DE DESPACHO DE VÔO ALÉM DA BASE PRINCIPAL

A VARIG LOGÍSTICA S/A **não está autorizada** a realizar despachos operacionais no exterior.

Os procedimentos aplicáveis para o Despacho dos Vôos serão os listados no MGO aceito da empresa, bem como nos Manuais de Despacho de Vôo das acronaves autorizadas.

É obrigação da VARIG LOGÍSTICA S/A manter atualizados os dados referentes aos Despachantes responsáveis e aos modelos de aeronaves despachadas das Estações Autorizadas.

B.10.1 NO BRASIL

a) Localização.
Estrada das Canárias 1862 - Prédio 2 - Módulo A - 1° andar.
GIG OW RG – Tel. 2468 1211.

b) Número de DOV
02 DOV.

c) Acronaves

Fabricante	Modelo	Prefixo	Motor	MTOW
BOEING	B 727-100	PP VLG	JT8D-9 (*)	142 500 LB
BOEING	B 727 200	PR LGB	JT8D-17 e JT8D-17 A e JT8D-17R.	195 000 LB

(*) Com possibilidade de fazer INTERMIX com JT8D – 7.

B.11 SISTEMA DE ACOMPANHAMENTO DE VÔOS (EMPRESAS REGIONAIS E SUPLEMENTARES)

Não aplicável para a VARIG LOGÍSTICA S/A.

B.12 CERTIFICAÇÃO DE RUÍDO

A acronave PR LGB da VARIG LOGÍSTICA S/A se enquadra no RBHA 36, capítulo 2.

B.13 OPERAÇÕES EM AERÓDROMOS QUE NÃO ATENDAM À SEÇÃO 121.97 (EADB) OU 121.117 (EASR)

A VARIG LOGÍSTICA S/A NÃO poderá operar em nenhum aeródromo que não atenda às condições listadas na seção 121.97 (121.11) do RBHA 121.

B.14 OPERAÇÕES EM CONDIÇÃO DE FORMAÇÃO DE GELO

A VARIG LOGÍSTICA S/A poderá operar suas acronaves em condições de formação de gelo desde que as mesmas atendam o constante do seu Manual Geral de Operações, capítulo 8 e Manuais de vôo da acronave.

B.15 REQUISITOS ESPECIAIS DE ROTA DO RBHA

B.15.1 LARGURA ESPECIAL DE ROTA

A acronave PP VLG da empresa A VARIG LOGÍSTICA S/A está autorizada a operar em rotas com largura especial, B RNAV RNP 10, conforme a seção 121.95 do RBHA 121.

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B.15.2 FACILIDADES DE NAVEGAÇÃO EM ROTA

Não estão autorizadas quaisquer rotas com os auxílios à navegação em desacordo com o previsto na seção 121.103 do RBHA 121.

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PARTE C

ROTAS E AERÓDROMOS AUTORIZADOS (MAPA DE ROTAS)(EADB)/ ÁREAS DE OPERAÇÃO AUTORIZADAS (EASR)

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Chefe da Seção de Certificação e Controle de empresas regidas pelo RBHA 121 e 129
Alvimar de Lucena C. Junior - 1.º Ten Eng.

Chefe da Divisão de Operações de Vôo
Alvimar de Lucena C. Junior - 1.º Ten Eng.

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DENAF 1693

C.1 ROTAS AUTORIZADAS – BRASIL (MAPA DE ROTAS) - RESERVADO

C.2 ROTAS AUTORIZADAS – EXTERIOR (LISTA DE ROTAS E AERÓDROMOS)

A VARIG LOGÍSTICA S/A está autorizada a realizar vôos para América do Norte (Miami), América do Sul e Central.

C.3 ROTAS EVENTUAIS

A VARIG LOGÍSTICA S/A **não está autorizada** a operar em nenhuma rota fora das especificadas nas seções C.1 e C.2.

C.4 INFORMAÇÕES AERONÁUTICAS

C.4.1 ROTAS E AERÓDROMOS

A VARIG LOGÍSTICA S/A está autorizada a se utilizar das publicações do oficiais do DECEA e/ou da JEPPESEN como fonte de informação para seu planejamento de vôo.

C.4.2 METEOROLOGIA

A VARIG LOGÍSTICA S/A está autorizada a se utilizar das informações meteorológicas oficiais do DECEA e/ou da JEPPESEN para seu planejamento de vôo.

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PARTE D MANUTENÇÃO

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Fls: 0620
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Chefe da Seção de Homologação e Controle de Empresas – RBHA 121

ENG.º JOSIAS T. DA SILVA
ASSESSOR DA ATE-1
CREA-RJ 37.498 D - INSPAC 0765

Chefe da Divisão de Aeronavegabilidade e Engenharia de Manutenção

Jorge Luiz Brito Velozo - Cel.Av.
Chefe Interino do STE

DENAF 1.031

D.1 PROGRAMA DE MANUTENÇÃO

O detentor destas Especificações Operativas está autorizado a utilizar os Programas de Manutenção relacionados abaixo nas revisões indicadas ou em revisões posteriores, aprovadas pelo DAC, para os equipamentos indicados:

Equipamento	Fabricante	Modelo	Revisão Aprovada	Documento de Aprovação
AERONAVE	BOEING	727-100	Rev. 1 de 31AGO 2001	FAX Nº 460/4TE-1/2002
AERONAVE	BOEING	727-200	Rev. 1 de 12 MAIO 2003	SEGVOO N°001/4TE-1/04

D.2 LISTA DE EQUIPAMENTOS MÍNIMOS (MEL)

O detentor destas Especificações Operativas está autorizado a utilizar as Listas de Equipamentos Mínimos relacionadas abaixo nas revisões indicadas ou em revisões posteriores, aprovadas pelo DAC, para os equipamentos indicados:

Fabricante	Modelo	Revisão Aprovada	Master MEL de Referência	Documento de Aprovaçã
BOEING	727-100	REV. 04	46b de 23 SET 2003	SEGVOO Nº 023/4TE-1/0
BOEING	727-200	REV. 04	46b de 23 SET 2003	SEGVOO Nº 023/4TE-1/0

D.3 MANUTENÇÃO AUTORIZADA

D.3.1 MANUTENÇÃO NA SEDE

O detentor destas Especificações Operativas **não está autorizado** a executar manutenção para as aeronaves de sua frota, e ações corretivas associadas, bem como tarefas fora de fase com periodicidade igual ou inferior àquelas listadas:

Atendimento de Rampa para as aeronaves de sua frota, de acordo com o previsto na seção 121.123 do RBHA 121.

Não obstante o contido no parágrafo acima, a Empresa **não está autorizada** a executar qualquer tarefa, independente de periodicidade, que exija recursos não disponíveis pela Empresa.

D.3.2 MANUTENÇÃO FORA DE SEDE

O detentor destas Especificações Operativas **não poderá executar** manutenção de caráter EVENTUAL e EXTRAORDINÁRIO, para as aeronaves de sua frota, fora de sua sede, conforme consta nas limitações do item D.3.1 acima:

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DENAF 1130

PARTE E
PESO E BALANCEAMENTO

Chefe da Seção de Certificação e Controle de empresas regidas pelo RBHA 121 e 129

No exp. Almir de Lucas E. Junior - 1.º Ten Fav.

Chefe da Divisão de Segurança Operacional

Adyr de A. Mello - Cel. - Eng. - R/R
Chefe da Div. de Operação de Aeronaves

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DENAF 1999

E.1 DETERMINAÇÃO DE PESO DE ACOMPANHANTE DE CARGA

A VARIG LOGÍSTICA S/A deverá seguir as instruções delimitadas em seu Manual Geral de Operações, no Capítulo Despacho de Vôo, seção Peso e Balanceamento.

E.2 DETERMINAÇÃO DE PESO DA CARGA

A VARIG LOGÍSTICA S/A deverá seguir as indicações listadas em seu Manual Geral de Operações, Capítulo Despacho de Vôo, seção Peso e Balanceamento.

E.3 PESAGEM PERIÓDICA DAS AERONAVES

Todas as aeronaves da VARIG LOGÍSTICA S/A deverão ser pesadas a cada 5 (cinco) anos.

E.4 AUTORIZAÇÃO DE USO DE PESO MÉDIO DE FROTA

A VARIG LOGÍSTICA S/A NÃO está autorizada a utilizar valor de peso médio de frota.

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PARTE F
RESERVADO

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PARTE G
RESERVADO

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DENAF 1.696

PARTE H
DESVIOS, ISENÇÕES E AUTORIZAÇÕES ESPECIAIS

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Fls: 0626
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Chefe da Seção de Certificação e Controle de empresas regidas pelo RBHA 121 e 129

Aldimar de Lucena C. Junior - 1.º Ten Eng.

Chefe da Divisão de Operações de Vôo

Aldimar de Lucena C. Junior - 1.º Ten Eng.

Chefe da Seção de Homologação e Controle de Empresas – RBHA 121

[illegible] DIAS T. DA SILVA
ASSESSOR DA 4TE-1
[illegible] 37.498 D - INSPAC

Coordenação do Processo de Homologação – RBHA 121

Jorge Luiz Brito Velozo - Cel.-Av.
Chefe Interino do STE

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DENAF 1.685

H.1 DESVIOS E ISENÇÕES RELATIVOS ÀS OPERAÇÕES

H.1.1 DESVIOS

A VARIG LOGÍSTICA S/A **não tem nenhum tipo de desvio** aos requisitos do RBHA na área de operações autorizado.

H.1.2 ISENÇÕES

A VARIG LOGÍSTICA S/A **não tem nenhum tipo de isenção** aos requisitos do RBHA na área de operações autorizado.

H.2 DESVIOS E ISENÇÕES RELATIVOS À MANUTENÇÃO

H.2.1 DESVIOS

A VARIG LOGÍSTICA S/A **não tem nenhum tipo de desvio** aos requisitos do RBHA na área de Manutenção autorizado.

H.2.2 ISENÇÕES

a) ISENÇÃO DE CADERNETAS DE CÉLULA E MOTOR

O detentor destas Especificações Operativas está autorizado a **não conduzir a bordo** as cadernetas de célula e motor.

b) ISENÇÃO

O cargo de Inspetor Chefe ocupado pelo mecânico Marcos Antônio Limeira de Farias, encontra-se com isenção de cumprimento temporário de regra **de 60 (sessenta) dias a partir de 30 AGO 2004**, conforme FAX nº 737/4TE-1/2004 de 21 SET 2004.

Não há nenhuma outra isenção além das listadas acima.

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H.3 DESVIOS E ISENÇÕES EM GERAL

H.3.1 DESVIOS

A VARIG LOGÍSTICA S/A **não tem nenhum tipo de desvio** aos requisitos do RBHA ou alguma IAC fora das áreas de Operações ou Manutenção autorizado.

H.3.2 ISENÇÕES

A VARIG LOGÍSTICA S/A **não tem nenhum tipo de isenção** aos requisitos do RBHA ou alguma IAC fora das áreas de Operações ou Manutenção autorizado.

PARTE I
AERONAVES AUTORIZADAS

RQS nº 03/2005 - CN -
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Doc:

Chefe da Seção de Homologação e Controle de Empresas – RBHA 121

MAURO GAGEIRO PINTO - Maj. Eng.
CHEFE DA
SEÇÃO HOMOL. CONTR. EMPR. RBHA 121
INSPAC 506 / STE

Coordenação do Processo de Homologação – RBHA 121

CELSO TAVARES - Cel. R/R
Chefe da Div. de ... t. Manut.

DENAF 1.893

AERONAVES AUTORIZADAS

O detentor destas Especificações Operativas somente está autorizado a conduzir operações com as aeronaves abaixo relacionadas, respeitando as limitações pertinentes contidas no respectivo Certificado de Aeronavegabilidade e nos Manuais de Vôo aprovados.

MARCAS	FABRICANTE	MODELO	Nº SÉRIE
PP-VLG	BOEING	727-41	20423
PR-LGB	BOEING	727-2A1	21341

Somente serão autorizadas operações de aeronaves que constem da referida lista.

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DENAF 1.614

PARTE J
DISPOSIÇÕES FINAIS E APROVAÇÃO

ROS nº 03/2005 - CN - CPMI - CORREIOS
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Chefe da Seção de Certificação e Controle de empresas regidas pelo RBHA 121 e 129
Alvimar de Lucena C. Junior - 1.º Ten Eng

Chefe da Divisão de Operações de Vôo
Alvimar de Lucena C. Junior - 1.º Ten Eng.

Chefe da Seção de Homologação e Controle de Empresas – RBHA 121

Coordenação do Processo de Homologação – RBHA 121

Jorge Luiz Brito Velozo - Cel.-Av.
Chefe Interino do STE

J.1 INFORMAÇÕES GERAIS SOBRE VÔOS INTERNACIONAIS

A VARIG LOGÍSTICA S/A quando for autorizada a realizar vôos internacionais, deverá cumprir o previsto na seção 121.11 do RBHA 121, que prevê quando operando fora do Brasil, cumprir as regras vigentes no país onde se encontra a não ser que as regras brasileiras ou as do Anexo 2 da ICAO sejam mais restritivas.

J.2 DISPOSIÇÕES FINAIS

O detentor destas especificações está obrigado a portar cópia das mesmas a bordo das aeronaves listadas na Parte I acima.

Qualquer alteração nas limitações contidas nas Especificações Operativas dessa Empresa deverá ser solicitada a este Subdepartamento, através de carta, dentro do prazo estabelecido na 119.51 do RBHA 119 (emenda 1) – EMENDAS ÀS ESPECIFICAÇÕES OPERATIVAS.

O DAC se reserva a prerrogativa de alterar estas Especificações Operativas por iniciativa própria, de acordo com as provisões da 119.51 do RBHA 119 (emenda 1).

J.3 APROVAÇÃO

Aprovo estas Especificações Operativas que deverão nortear e limitar as operações do detentor da mesma.

Independente do exposto no presente documento, as operações, somente poderão iniciar-se e manter-se quando a respectiva Autorização de Funcionamento/Concessão expedida pelo Subdepartamento de Planejamento do DAC for emitida e estiver válida.

Rio de Janeiro, 24 de setembro de 2004.

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JORGE LUIZ BRITO VELOZO Cel Av.
Chefe Interino do STE

DEL...F 1290

EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS | CORREIOS

ATESTADO
DE
CAPACIDADE TÉCNICA

A EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS – ECT, inscrita no CNPJ sob o número 34.028.316/0001-03 e situada no SBN, Quadra 01, Conjunto 03, Bloco "A" na cidade de Brasília/DF-CEP 70002-900, atesta para os devidos fins que a empresa – VARIG LOGÍSTICA S/A, CNPJ: 04.066.143/0001-57, estabelecida na Rua Fidêncio Ramos, 223 – 14° Andar – Vila Olímpia – São Paulo/SP - Cep: 04551-010, presta serviços de transporte aéreo de carga na Rede Postal Aérea Noturna – RPN nas Linhas "I" (Belém/Brasília/Guarulhos/Brasília/Belém), Linha "J" (Porto Velho/Cuiabá/Brasília/Salvador/Brasília/Cuiabá/Porto Velho) e Linha "SP5" (Guarulhos/Salvador)), em aeronaves modelo BOEING 727-100 e BOEING 727-200. Os serviços são executados dentro do padrão de qualidade exigida pela ECT, não existindo, até a presente data, qualquer fato que desabone a conduta e responsabilidade da referida empresa com relação às obrigações assumidas.

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Brasília/DF, 12 de novembro de 2004.

LUIZ CARLOS SCORSATTO
Chefe do Departamento de Encaminhamento e Administração da Frota

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VARIGLOG

Brasília, 25 de Novembro de 2004

À
Empresa Brasileira de Correios e Telégrafos – ECT
SBN, QUADRA 01, CONJUNTO 3 BLOCO A, 13º ANDAR – ED. SEDE ECT
BRASÍLIA/DF – 70002-900
FAX: (61) 426-2691

Ref: Concorrência nº 006/2004-CEL/AC

Relação dos Itens para Apresentação das Propostas Econômicas

A)- **ITEM 04 – Linha 88301**
B)- **ITEM 05 – Linha 33881**
C)- **ITEM 07 – Linha 66201**
D)- **ITEM 08 – Linha 65401**
E)- **ITEM 09 – Linha 78011**

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Atenciosamente,

VARIG LOGÍSTICA S.A.
CNPJ nº 04.066.143/0001-57
Gustavo de Moraes Soares da Rocha
Gerente Geral de Planejamento e Logística

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RPN

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Fls: 0634
Doc: 3675

RECURSOS, EVENTUALMENTE INTERPOSTOS, MANIFESTAÇÕES E DECISÕES.

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CPMI - CORREIOS
Fls: 0635
3675
Doc:

AIR BRASIL
LINHAS AÉREAS LTDA.
CNPJ 06.101.880/0001-79 Insc.Est. 116.778.489.114
R.General Pantaleão Teles, 67/69 - Jardim Aeroporto II - CEP 04355-040
São Paulo / SP - Tel./Fax 5032-2142 / 1638 E.mail. diretoria@voeairbrasil.com.br

DENAF 3256

Excelentíssimo Sr Doutor Presidente da Empresa de Correios e Telégrafos (ECT)

Concorrência numero 006/2004/CEL/AC
Carta -020/2004-CEL/AC e 001/-2005-CEL/AC

Air Brasil Linhas Aéreas LTDA , inscrita no CNPJ/MF 06101880/0001-79 e com Inscrição Estadual numero 116.778.489.114 com sede na rua General Pantaleão Teles n 67/69 Jardim Aeroporto CEP 04355-040 ,no Município e Comarca de São Paulo estado . de São Paulo, Vem a presença de Vossa Senhoria ,por seu diretor presidente que esta subscreve , para expor o quanto segue:

1- A licitante foi inabilitada pela comissão especial de licitação presidida pelo Sr Mauricio Coelho Madureira ;
2- As razões apresentadas para justificar a inabilitação não encontra respaldo nos princípios básicos que norteiam os procedimentos licitatórios ;
3- As mesmas razoes apontadas para inabilitar a licitante estão presentes na única empresa que concorria, que foi habilitada ;
4- Com a inabilitação da licitante não há competição tornando a concorrência uma grande farsa ;
5- Em documento postado em 06 de janeiro de 2005 , recebido pela licitante em 10 de janeiro de 2005 a Comissão Especial , notifica que em 11 de janeiro de 2005 , será realizada reunião para entre outras, devolver os envelopes proposta econômica fechados ,das participantes , inabilitadas ;
6- Ora , impossível ser notificado numa segunda feira e tomar medidas judiciais na terça feira subseqüente as 9:00 horas da manhã ;
7- Ações como esta antes de demonstrar eficiência, pode caracterizar má-fé ou no mínimo conduta incompatível com a moral , a ética e os bons costumes dos agentes do Serviço Público ;

Isso posto , Air Brasil Linhas Aéreas Ltda , vem manifestar sua indignação e comunicar que ingressara em juízo com medida compatível que o caso requer, solicitando que seja registrado em ata o teor deste documento ,para que fique consignado.

De São Paulo . para Brasília em 11 de janeiro de 2005
Orlando M. Filho
Diretor-Presidente

ROS nº 07/2005 - CN - CPMI - CORREIOS
Fls: 0636
3675
Doc:

AIR BRASIL
LINHAS AÉREAS LTDA.

CNPJ 06.101.880/0001-79 Insc.Est. 116.778.489.114
R.General Pantaleão Teles, 67/69 - Jardim Aeroporto II - CEP 04355-040
São Paulo / SP - Tel./Fax 5032-2142 / 1638 E.mail. diretoria@voeairbrasil.com.br

DENAF 3215

PROCURAÇÃO

AIR BRASIL LINHAS AEREAS LTDA, com sede e foro em São Paulo, a Rua General Pantaleão Teles, nº. 67/69, inscrita no CNPJ sob nº. 06.101.880/0001/79 representada neste ato por seu Sócio Presidente , Orlando Menezes Filho, brasileiro, casado, empresário, portador do RG nº 5.328.922 SSP-SP e CPF nº 529.711.202-87 , residente e domiciliado em São Paulo, nomeia e constitui seu bastante procurador, o Sr. Sezanildo Rodrigues Oliveira, brasileiro, solteiro, maior, jornalista, portador do RG nº 1.122.225 - SSP PB e CPF nº 713.262.004-53 , para representar a supra mencionada empresa no ATO LICITATORIO das Empresas de Correios e Telégrafos (ECT).

São Paulo , 10 de Janeiro 2005

Air Brasil Linhas Aéreas Ltda
Presidente
Orlando Menezes Filho

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3675
Doc:

ECT / AC / DIOPE / DENAF

CORREIOS

NÚMERO 0057 DE GABPR

NOTIFICAÇÃO INTERNA

DATA DE EMISSÃO 12/01/05

PARA: DIOPE

- [ ] URGENTE
- [ ] ACOMPANHAR ANDAMENTO
- [ ] CONFERIR
- [ ] RESPONDER AO INTERESSADO
- [ ] ARQUIVAR
- [ ] OPINAR POR ESCRITO
- [ ] FALAR - ME
- [ ] DEVOLVER
- [ ] APROVAR
- [x] ANALISAR E CRITICAR
- [ ] ANEXAR DOC. EM REFERÊNCIA
- [ ] ORIENTAR ENVOLVIDOS
- [ ] PREPARAR EXP. À .....
- [ ] TOMAR CONHECIMENTO
- [ ] OUTROS .....
- [ ] CONFORME PEDIDO

DIRETORIA DE OPERAÇÕES
PROTOCOLO Nº 0018
BSB 12/01/2005

OBSERVAÇÕES

DENAF 3254

DOCUMENTO ENCAMINHADO

Doc. 13807 | OT

DEVOLUÇÃO

ASSINATURA

75010042-7 FP0118/05 A6 = 105 x 148 mm

RQS nº 03/2005 - C.:
CPMI - CORREIOS
Fls: 0638
Doc: 357

AIR BRASIL
LINHAS AEREAS LTDA.
CNPJ 06.101.880/0001-79 Insc.Est. 116.778.489.114
R.General Pantaleão Teles, 67/69 - Jardim Aeroporto II - CEP 04355-040
São Paulo / SP - Tel./Fax 5032-2142 / 1638 E.mail. diretoria@voeairbrasil.com.br

DENAF 3253

Excelentíssimo Sr Doutor Presidente da Empresa de Correios e Telégrafos (ECT)

Concorrência numero 006/2004/CEL/AC
Carta -020/2004-CEL/AC e 001/-2005-CEL/AC

EMPRESA BRASILEIRA DE CORREIOS E TELEGRAFOS
11 JAN 10 46 013807
GABINETE

Air Brasil Linhas Aéreas LTDA , inscrita no CNPJ/MF 06101880/0001-79 e com Inscrição Estadual numero 116.778.489.114 com sede na rua General Pantaleão Teles n 67/69 Jardim Aeroporto CEP 04355-040 ,no Município e Comarca de São Paulo estado de São Paulo, Vem a presença de Vossa Senhoria ,por seu diretor presidente que esta subscreve , para expor o quanto segue:

1- A licitante foi inabilitada pela comissão especial de licitação presidida pelo Sr Mauricio Coelho Madureira ;
2- As razões apresentadas para justificar a inabilitação não encontra respaldo nos princípios básicos que norteiam os procedimentos licitatórios ;
3- As mesmas razoes apontadas para inabilitar a licitante estão presentes na única empresa que concorria, que foi habilitada ;
4- Com a inabilitação da licitante não há competição tornando a concorrência uma grande farsa ;
5- Em documento postado em 06 de janeiro de 2005 , recebido pela licitante em 10 de janeiro de 2005 a Comissão Especial , notifica que em 11 de janeiro de 2005 , será realizada reunião para entre outras, devolver os envelopes proposta econômica fechados ,das participantes , inabilitadas ;
6- Ora , impossível ser notificado numa segunda feira e tomar medidas judiciais na terça feira subseqüente as 9:00 horas da manhã ;
7- Ações como esta antes de demonstrar eficiência, pode caracterizar má-fé ou no mínimo conduta incompatível com a moral , a ética e os bons costumes dos agentes do Serviço Público ;

Isso posto , Air Brasil Linhas Aéreas Ltda , vem manifestar sua indignação e comunicar que ingressara em juizo com medida compatível que o caso requer, solicitando que seja registrado em ata o teor deste documento para que fiqu

De São Paulo . para Bras
Orlando M. Filho
Diretor-Presidente

DPOAF
Conhecer e acatar providências pertinentes.

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Assistente/DHOPF

CORREIOS — CERTIFICADO DE POSTAGEM

CÓDIGO DO OBJETO: SS 548383197BR

CAMPOS A SEREM PREENCHIDOS PELO CLIENTE

NOME DO DESTINATÁRIO (PARA OBJETO DESTINADO AO EXTERIOR ANOTAR PAÍS DE DESTINO): CLAUDIO MARCOS KELER

CEP DE DESTINO: 06706-015

NOME DO REMETENTE: CCT/DEX/JAT

ESTOU CIENTE DAS INFORMAÇÕES CONTIDAS NO VERSO

ASSINATURA DO REMETENTE

DESEJA DECLARAR VALOR? ☐ SIM ☐ NÃO

VALOR DECLARADO

CARTÃO DE CRÉDITO

BANDEIRA | P O S | AUTORIZAÇÃO

INDICADOR (Legenda): 1 - AMERICAN EXPRESS; 2 - DINNERS CLUB; 3 - MASTER CARD; 4 - SOLLO; 5 - VISA

CARIMBO / ASSINATURA / MATRÍCULA OU AUTENTICAÇÃO

ENCOMENDAS S. COMERCIAL NORTE — 11 JAN — BRASÍLIA/BSB

ENCOMENDAS S. COMERCIAL NORTE — 11 JAN 2005 — BRASÍLIA/BSB

SERVIÇOS ADICIONAIS. SOLICITE AO ATENDENTE.
01 - AVISO DE RECEBIMENTO; 04 - REGISTRO MÓDICO
02 - MÃO PRÓPRIA; 07 - COLETA DOMICILIÁRIA
APRESENTAR ESTE CERTIFICADO EM CASO DE PEDIDOS DE INFORMAÇÕES

SE FOR A FATURAR

CÓDIGO DA UNIDADE

DIA / MÊS: 11/01

SERVIÇOS ADICIONAIS

CÓDIGO ADMINISTRATIVO

NÚMERO DO CONTRATO

CÓDIGO DO PRODUTO | QUANT.

COD. SERVIÇO: 4100 | PESO TARIFADO (g): 0,030

GRUPO | VALOR A COBRAR DESTINATÁRIO

VALOR DO FRETE

EMBALAGEM: 3252

AD VALOREM

01 AVISO DE RECEBIMENTO

02 MÃO PRÓPRIA

04 REGISTRO MÓDICO

07 COLETA DOMICILIÁRIA

TOTAL

Aristóteles da Silva Freire
Assistente Técnico Administrativo
Mat. 3168240-0

3ª VIA - UNIDADE
2ª VIA - BALANCETE
1ª VIA - CLIENTE
752

FC 0828 / 34
107 x 190 mm

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0610
Fls:
Doc 3675

CORREIOS

DENAF 325/1

Carta nº 002/2005 – CC/006/2004 – CEL/AC

Brasília/DF, 11 de janeiro de 2005

Referência: Concorrência 006/2004 – CEL/AC
Assunto: Pedido de Reconsideração.

Ilmo. Sr. Cláudio Marcos Keller
Representante da Empresa TCB – Transportes Charter do Brasil Ltda
Rua Frei Caneca, nº 23 – Sala 1 – Granja Viana

CEP 06706-015

Cotia/SP

Senhor Licitante,

Informamos que o pedido de reconsideração da decisão prolatada por esta Comissão em 29/12/2004, referente ao Procedimento Licitatório supra mencionado, após apreciado pelo Departamento Jurídico da ECT, foi considerado improcedente, não cabendo seu acolhimento, uma vez que essa empresa não apresentou proposta econômica para participar dos itens 10 e 11 do Edital.

MAURÍCIO COELHO MADUREIRA
Presidente da CEL/AC

Marcos Gomes da Silva
Consultor / DIRAD
Mat. 8.610.511-4

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0641
Fls:
3675
Doc:

DENAF 3250

CORREIOS DEPARTAMENTO JURÍDICO – DEJUR

REF: CI / CEL/PRT/PR – 134/2004-001/2005

NOTA JURÍDICA / DEJUR / DCOR - 28 / 2005

Senhora Chefe do Departamento Jurídico,

O Presidente da Comissão Especial de Licitação responsável pela Concorrência nº 006/04-CEL/AC, por intermédio da CI em epígrafe, encaminha a este Departamento, para análise e parecer, o Pedido de Reconsideração interposto pela Empresa TCB – TRANSPORTES CHARTER DO BRASIL LTDA contra o resultado do julgamento dos recursos administrativos interpostos após o resultado do julgamento da fase de habilitação do referido certame, publicado no dia 30/11/2004 no Diário Oficial da União.

Nos termos do subitem 9.8 do Edital, a Comissão, por meio do Relatório 001/2004-CEL/AC, submeteu à apreciação da autoridade superior competente, o Senhor Presidente da ECT, os recursos administrativos interpostos, como as respectivas impugnações, tendo o mesmo decidido pelo indeferimento dos recursos apresentados, ratificando a decisão da Comissão supracitada.

A Comissão deu conhecimento aos licitantes sobre a decisão do Sr. Presidente da ECT em 29 de dezembro de 2004, por meio da Carta – 020/2004 – CEL/AC.

Face à inabilitação de todos os licitantes que concorriam aos itens 10 e 11 do certame, a Comissão com fulcro no subitem 8.4 do Edital, por intermédio da Carta –020/2004-CEL/AC, fixou o prazo de 8 (oito) dias úteis para que as licitantes ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA e RLA – RICO LINHAS AÉREAS S/A apresentassem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente, bem como informou aos demais licitantes sobre a continuidade da Reunião da licitação, designada para o dia 11 de janeiro de 2005, ocasião em que seria apreciada a documentação de habilitação dos licitantes que concorrem aos itens 10 e 11 e também seriam abertas as propostas econômicas de todos os licitantes habilitados nos demais itens.

Em 07 de janeiro de 2005, a empresa TCB apresentou o Pedido de Reconsideração em tela, no qual aduz as seguintes razões:

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DFA ... 3248

" (...) Por se tratar de documento não exigido na legislação e pelo fato de que tem a finalidade de fornecer subsídios para que a licitante seja enquadrada na alínea "c" do mesmo subitem a fim de fazer comprovação do seu Patrimônio Líquido, a Comissão, com fulcro no subitem 2.13 do Edital, deliberou por convocar as empresas para, em voz alta, manifestarem-se sobre quais itens estavam apresentando proposta econômica, conforme registrado na Ata da 1ª Reunião da Licitação. Como não houve manifestação contrária de qualquer dos participantes, a Comissão deu prosseguimento à reunião.

Preconiza o subitem 2.13 do edital:

"As normas que disciplinam esta Licitação serão sempre interpretadas em favor da ampliação da disputa entre os interessados, observados os direitos dos participantes."

Desse modo, não vislumbramos qualquer ilegalidade no procedimento adotado, uma vez que tal conduta da Comissão teve como fito garantir o maior número de licitantes, resguardando o caráter competitivo do procedimento licitatório, observados os princípios da publicidade e da probidade administrativa elencados no art. 3º da Lei nº 8.666/93.

Diante das razões acima esposadas, conclui-se pela improcedência das alegações da Recorrente."

Dessa forma, deve-se ressaltar que a decisão da Comissão, com base no subitem 2.13 do Edital, teve como fito ampliar o número de licitantes, resguardando o caráter competitivo do certame com vistas a selecionar a proposta mais vantajosa para a Administração, consoante o disposto no art. 3º da Lei nº 8.666/93, não obstante o disposto no subitem 2.5, alínea "a" do Edital.

Trata-se de documentação não prevista na Lei de Licitações, razão pela qual a Comissão deliberou que as referidas licitantes poderiam em voz alta, manifestarem-se sobre quais itens estavam apresentando proposta econômica durante a reunião de abertura da licitação.

Nesse sentido, vale colacionarmos a seguinte jurisprudência sobre o tema:

"DIREITO PÚBLICO. MANDADO DE SEGURANÇA. PROCEDIMENTO LICITATORIO".

VINCULAÇÃO AO EDITAL. INTERPRETAÇÃO DAS CLÁUSULAS DO INSTRUMENTO CONVOCATÓRIO PELO JUDICIÁRIO, FIXANDO-SE O SENTIDO E O ALCANCE DE CADA UMA DELAS E ESCOIMANDO EXIGÊNCIAS DESNECESSÁRIAS E DE EXCESSIVO RIGOR PREJUDICIAIS AO INTERESSE PÚBLICO. POSSIBILIDADE. CABIMENTO DO MANDADO DE SEGURANÇA PARA ESSE FIM. DEFERIMENTO.

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DFA - 3246

Diante das razões acima elencadas, conclui-se pela improcedência da alegação da Recorrente.

b) – Da concessão do prazo previsto no subitem 8.4 do Edital às empresas ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA e RLA – RICO LINHAS AÉREAS S/A.

Estabelece o subitem 8.4 do Edital:

" 8.4.Quando todas as licitantes forem inabilitadas ou todas as propostas forem desclassificadas, a ECT poderá fixar às licitantes o prazo de 08 (oito) dias úteis para apresentação de nova documentação ou de outras Propostas, escoimadas das causas que as desclassificaram anteriormente."

Cumpre destacar que a licitação por itens[1] é, em verdade, formada por várias licitações em um único procedimento, que, de forma independente entre si, ensejam a celebração de contratos.

Nesse sentido, oportunos são os ensinamentos de Marçal Justen Filho:

"Uma das soluções praticadas usualmente consiste na adoção da chamada 'licitação por itens'. A figura é muito conhecida e de larga utilização na praxe administrativa. Consiste na concentração, em um único procedimento, de uma pluralidade de certames, de que resultam diferentes contratos. A licitação por itens corresponde, na verdade, a uma multiplicidade de licitações, cada qual com existência própria e dotada de autonomia jurídica, mas todas desenvolvidas conjugadamente em um único procedimento, documentado nos mesmos autos".[2]

À Administração é permitida, então, a realização de licitação por itens, de forma que cada item ensejará a celebração de contratos distintos entre si, desde que

[1] "Licitação por itens" é aquele procedimento que contempla mais de um objeto, sendo eles divididos em vários itens e cujo julgamento é cindido, ou seja, realizado item a item, individualmente. Em vista desse julgamento cindido, permite-se, nessas licitações, que os licitantes apresentem propostas para apenas um ou para mais itens, consoante as suas condições e interesses.
A licitação por itens refere-se, em verdade, a várias licitações dentro de um único procedimento. Assim, cada item possui suas características próprias, devendo gerar um contrato próprio e distinto dos demais.
A realização do procedimento licitatório por itens é uma prática recomendável tanto pelo Tribunal de Contas da União (Decisão nº 393/94, publicada no ILC nº 34, outubro/96, p. 807) como por esta Consultoria, sempre que os objetos licitatórios forem divisíveis ou autônomos entre si, oportunizando a sua divisão em itens, de forma a ampliar a competição no certame, com a possibilidade da obtenção de melhores propostas para a Administração Pública, tornando ágeis, dessa forma, as contratações, proporcionando uma "economia processual" ao procedimento.

[2] JUSTEN FILHO, Marçal. *Comentários à lei de licitações e contratos administrativos*. 8 ed. São Paulo: Dialética, 2002. p. 213.

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DENAF 3244

Assim, tendo sido inabilitadas todas as licitantes que apresentaram propostas para os itens 10 e 11, entenda-se por "todas": as empresas **ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA e RLA – RICO LINHAS AÉREAS S/A,** a ECT escolheu como sendo a opção mais adequada para o pleno atendimento do interesse público a concessão do prazo legalmente estipulado para a apresentação de novos documentos ou documentos capazes de sanar os vícios anteriormente verificados, uma vez que cada item corresponde a um contrato independente do outro.

No que tange ao pleito da Recorrente, para que lhe seja concedido o prazo estabelecido no subitem 8.4 do Edital, não merece ser acolhido, uma vez que a empresa não apresentou proposta econômica para participar dos subitens 10 e 11 do Edital.

Portanto, com fundamento nos motivos acima esposados, opinamos pela improcedência do Pedido de Reconsideração apresentado pela TCB, devendo o certame seguir o seu curso normal, uma vez que observadas as exigências legais.

À apreciação superior.

Brasília, 10 de janeiro de 2005.

Karina Speridião Ribeiro

Karina Speridião Ribeiro
OAB/DF nº 16.267

De Acordo:

p/ **José Carvalho do Nascimento Júnior**
OAB/DF – 16.550
Mat.: 8.134.147-4

Glauber Marcelo de Carvalho Mendes
Mat. 8.012.365-1 - OAB/DF - 14624
Coordenador Técnico DCOR

APROVO EM: 10/01/2005

MARIA DE FÁTIMA MORAIS SELEME
Chefe do Departamento Jurídico/ECT

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CORREIOS

Protocolo

De: COMISSÃO ESPECIAL DE LICITAÇÃO - CEL/PRT/PR - 134/2004

Ao: CHEFE DO DEJUR

CI / CEL/PRT/PR - 134/2004 - 001/2005

Ref.: Concorrência 006/2004 - CEL/AC

Assunto: Pedido de Reconsideração apresentado pela licitante TCB - Transporte Charter do Brasil Ltda

Brasília, 7 de janeiro de 2005.

Decorrente da análise da documentação de habilitação apresentada pelos licitantes da Concorrência 006/2004 – CEL/AC, esta Comissão, em 30/11/2004, publicou no Diário Oficial da União o Aviso de Resultado de Habilitação, no qual decidiu pela habilitação das empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda e pela inabilitação das empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, Air Brasil Linhas Aéreas Ltda, TCB – Transportes Charter do Brasil Ltda e ATA – Atlântico Transporte Aéreo Ltda.

Em correspondência datada de 07 de dezembro de 2004, tempestivamente, a licitante TCB – Transportes Charter do Brasil interpôs Recurso Administrativo contra a habilitação da empresa BETA – Brazilian Express Transportes Aéreos Ltda sob a alegação de que, dentre outros motivos, esta não apresentou no envelope de documentos de habilitação a relação de itens para os quais desejava concorrer, contrariando assim os subitens 5.1, alínea "d", 5.2, alínea "c" e 5.7, aliena "c" do Edital da Concorrência.

Na verdade, conforme já relatamos a esse Departamento por meio da CI/CEL/PRT/PR – 134/2004 – 003/2004, três empresas não apresentaram a relação de itens a que desejava concorrer, a saber: BETA – Brazilian Express Transportes Aéreos Ltda, RLA – Rico Linhas Aéreas S/A e Air Brasil Linhas Aéreas Ltda. Entretanto, por se tratar de documento não exigido na legislação e pelo fato de que tem a finalidade de fornecer subsídios para que a licitante seja enquadrada na alínea "c" do subitem 5.1 do Edital, a fim de fazer comprovação de seu Patrimônio Líquido, a Comissão, com fulcro no subitem 2.13 do Edital, deliberou por convocar as empresas para, em voz alta, se manifestarem sobre quais itens estavam apresentando proposta econômica. Como não houve manifestação contrária de qualquer dos participantes, a Comissão deu prosseguimento à Reunião.

Esse Departamento, analisando o Recurso Administrativo da empresa TCB – Transportes Charter do Brasil Ltda, por meio da Nota Jurídica/DEJUR/DCOR – 1376/2004, concluiu que:

"Desse modo, não vislumbramos qualquer ilegalidade no procedimento adotado, uma vez que tal conduta da Comissão teve como fito garantir o maior número de licitantes, resguardando o caráter competitivo do procedimento licitatório, observados os princípios da publicidade e da probidade administrativa elencado no art. 3º da Lei nº 8.666/93.

Diante das razões acima esposadas, conclui-se pela improcedência das alegações da Recorrente."

De acordo com o que determina o subitem 9.8 do Edital, esta Comissão, por meio do Relatório 001/2004 – CEL/AC, fez subir à autoridade superior os Recursos Administrativos

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interpostos, bem como as suas impugnações e as Notas Jurídicas 1376 e 1377/2004. O sr. Presidente da ECT, em 23 de dezembro de 2004, decidiu pelo indeferimento dos Recursos Administrativos, ratificando a decisão da Comissão publicada no Diário Oficial da União em 30/11/2004.

A Comissão deu conhecimento aos licitantes sobre a decisão do Sr. Presidente da ECT em 29 de dezembro de 2004, por meio da Carta – 020/2004 – CEL/AC.

Assim, restaram participando do certame as seguintes empresas, para cada item relacionado:

Item da licitação	Empresas que apresentaram proposta	Empresas habilitadas
1	Skymaster Airlines Ltda	Skymaster Airlines Ltda
2	Skymaster Airlines Ltda	Skymaster Airlines Ltda
3	BETA – Brazilian Express Transportes Aéreos Ltda e Air Brasil Linhas Aéreas Ltda	BETA – Brazilian Express Transportes Aéreos Ltda
4	Skymaster Airlines Ltda, Varig Logística S/A e Total Linhas Aéreas S/A	Skymaster Airlines Ltda e Total Linhas Aéreas S/A
5	Skymaster Airlines Ltda, Varig Logística S/A e Total Linhas Aéreas S/A	Skymaster Airlines Ltda e Total Linhas Aéreas S/A
6	Skymaster Airlines Ltda, TCB – Transportes Charter do Brasil e BETA – Brazilian Express Transportes Aéreos Ltda	Skymaster Airlines Ltda e BETA – Brazilian Express Transportes Aéreos Ltda
7	Varig Logística S/A, TAF Linhas Aéreas S/A, ATA – Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A	TAF Linhas Aéreas S/A
8	Varig Logística S/A e TAF Linhas Aéreas S/A	TAF Linhas Aéreas S/A
9	Varig Logística S/A, Total Linhas Aéreas S/A	Total Linhas Aéreas S/A
10	ATA – Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A	-
11	ATA – Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A	-

Uma vez que todos os licitantes que concorriam aos itens 10 e 11 do certame foram inabilitados, a Comissão, com fulcro no subitem 8.4 do Edital, por meio da Carta – 020/2004 – CEL/AC (cópia em anexo), fixou o prazo de 8 (oito) dias úteis para que esses licitantes (ATA – Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A) apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente.

Assim, de acordo com o que preceitua o subitem 9.6 do Edital, foi marcada para o dia 11 de janeiro de 2005 a continuidade da Reunião da licitação, ocasião em que se apreciará a documentação de habilitação dos licitantes que concorrem aos itens 10 e 11 e se vislumbra a abertura das propostas econômicas de todos os licitantes habilitados em todos os itens.

A empresa TCB – Transportes Charter do Brasil Ltda, nesta data, propôs "Pedido de Reconsideração" (cópia em anexo), argüindo os seguintes motivos:

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a) a Comissão, durante a reunião de licitação, não poderia ter efetuado "convite" aos licitantes BETA – Brazilian Express Transportes Aéreos Ltda, RLA – Rico Linhas Aéreas S/A e Air

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Brasil Linhas Aéreas Ltda para que estas apresentassem a relação dos itens a que pretendiam concorrer, pelo fato de que tal decisão contrariou os subitem 2.5, alínea "a" do edital;

b) a Comissão não poderia ter concedido o prazo de 8 (oito) dias úteis aos licitantes ATA – Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A com base no subitem 8.4 do Edital, pois essa decisão fere o princípio da igualdade e pelo fato de que o subitem 8.4 contradiz a alínea "a" do subitem 2.5 do Edital.

O peticionário conclui afirmando que "*os atos praticados durante o processo licitatório em questão, são eivados de vícios e nulidades, que acarretam prejuízo não só as empresas concorrentes – como no caso da Licitante – mas, principalmente, causa DANOS AO ENTE PÚBLICO, atitude esta que não poderá ser aceita.*".

Por fim, o peticionário requer "*a reconsideração da decisão prolatada na data de 29 de dezembro de 2.004, para que seja concedida à Licitante o prazo igual ao concedido às empresas ATA e RLA, quais sejam, de 08 (oito) dias, para que a mesma possa, a partir da intimação da concessão do novo prazo, juntar os documentos que caracterizariam a inabilitação da requerente...*".

Por se tratar de assunto eminentemente jurídico, solicitamos a V.Sª analisar o pedido em questão para que possamos responder ao interessado.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

Marcos Gomes da Silva
Consultor / DIRAD
Mat. 8.010.511-4

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Roger Barude Camargo
Advogado
OAB/SP nº 187.214

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ILUSTRÍSSIMO SENHOR PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO DA ADMINISTRAÇÃO CENTRAL DOS CORREIOS DE BRASÍLIA/DF.

EDITAL DE CONCORRÊNCIA N.º 006/2004/CEL/AC
TIPO MENOR PREÇO

TCB – TRANSPORTES CHARTER DO BRASIL LTDA., empresa de direito privado, inscrita no CNPJ/MF sob o n.º 68.622.725/0001-89, estabelecida na cidade de Cotia/SP, na Rua Frei Caneca, n.º 23, sala 01, Granja Viana, por seus advogados e bastantes procuradores que esta subscrevem, vem, mui respeitosamente à presença de Vossa Senhoria, propor o presente

PEDIDO DE RECONSIDERAÇÃO

em face da decisão proferida por Vossa Senhoria, na data do dia 29 de dezembro de 2.004, valendo-se dos motivos de fato e de direito que passa a deduzir:

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Roger Barude Camargo
Advogado
OAB/SP nº 187.214

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I – Dos fatos:

Conforme edital n.º CC006/2004 – cópia anexa -publicado no Diário Oficial de União de 25 de outubro de 2.004, a Empresa Brasileira de Correios e Telégrafos – ECT, abriu concorrência pública visando a contratação de interessadas em realizar o transporte aéreo de cargas, ficando estipulado que a efetiva abertura da mesma para o dia 25/11/04, às 9:00 h.

Como de praxe, através do edital n.º 006/2004, a ECT especificou suas necessidades de transportes e, conseqüentemente, estabeleceu as condições necessárias para que as empresas interessadas – e que se adequassem aos parâmetros exigidos -, apresentassem suas propostas para posterior análise.

Na data aprazada (25/11/04, às 9:00 h), 09 empresas participaram da licitação, sendo elas: TAF LINHAS AÉREAS S/A., SKYMASTER AIRLINES LTDA., RLA – RICO LINHAS AÉREAS S/A., VARIG LOGÍSTICA S/A., AIR BRASIL LINHAS AÉREAS LTDA., **TCB – TRANSPORTES CHARTER DO BRASIL LTDA.**, ATA – ATLÂNTICO TRANSPORTES AÉREOS LTDA., TOTAL LINHAS AÉREAS S/A. e BETA- BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA.

Para melhor elucidação, insta esclarecer que as 09 (nove) empresas acima mencionadas disputam entre si a concorrência de 11 (onze) linhas de transportes aéreos, sendo elas:

LINHAS	EMPRESAS INTERESSADAS
Linha 01 (POA/FOR)	SKYMASTER
Linha 02 (FOR/POA)	SKYMASTER
Linha 03 (REC/GRU)	BETA e AIR BRASIL
Linha 04 (FLN/BHZ)	SKYMASTER, VARIG LOG. e TOTAL

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Linha 05 (BHZ/FLN)	SKYMASTER, VARIG LOG. e TOTAL
Linha 06 (MAO/GRU)	SKYMASTER, **TCB** e BETA
Linha 07 (BEL/GIG)	VARIG LOG, TAF, ATA e RICO
Linha 08 (SLZ/SSA)	VARIG LOG e TAF
Linha 09 (PVH/GRU)	VARIG LOG e TOTAL
Linha 10 (GYN/GRU)	ATA e RICO
Linha 11 (CGR/GRU)	ATA e RICO

Todavia, logo após o credenciamento das empresas e, mais precisamente dando-se início à habilitação, foi verificado que as empresas BETA – BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA., RLA – RICO LINHAS AÉREAS S/A e AIR BRASIL LINHAS AÉREAS LTDA., **não haviam manifestado o interesse em quais linhas (itens) tinham interesse em participar da concorrência**.

Ato contínuo, o Presidente da Comissão 'convidou' tais empresas, para que manifestassem acerca de quais linhas tinham interesse em participar da concorrência.

Entretanto, previam as letras "d", dos itens "5.1" e "5.2" do Edital n.º 006/2004/CEWL/AC, que esta relação deveria ter sido entregue anteriormente por tais empresas, como se denota pelo trecho abaixo transcrito:

> "5.1. Para empresas previamente inscritas no Cadastro de Fornecedores e Prestadores de Serviços da ECT serão exigidos:
> (...)
> d) Relação dos itens para os quais a licitante pretende apresentar proposta econômica;"
>
> "5.2. Para empresas não-inscritas no Cadastro de Fornecedores e Prestadores de Serviços da ECT serão exigidos:
> (...)
> d) Relação dos itens para os quais a licitante pretende apresentar proposta econômica;"

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Sendo assim, nota-se que as empresas BETA, RICO e AIR BRASIL deveriam ter apresentado a relação com as linhas para as quais pretendiam concorrer, juntamente com sua documentação de habilitação, sendo vedada sua apresentação posterior.

O próprio edital de concorrência, na letra "a" do item "2.5", assim disciplinou:

> "2.5. É facultada à Comissão ou a qualquer autoridade superior:
> a) promover diligências destinadas a esclarecer ou complementar a instrução do processo, em qualquer fase da Licitação, **sendo vedada a inclusão posterior de documento ou informação que deveria constar originariamente da Habilitação ou das Propostas;**
> (...)"
> (grifos nossos)

Portanto, tendo sido estipulado nas letras "d" dos itens "5.1" e "5.2" do edital em tela que as empresas deveriam apresentar a relação dos itens para os quais pretendiam apresentar proposta econômica, bem como, tendo sido vedada a inclusão posterior de documento ou informação que deveria constar originariamente na Habilitação ou das Propostas, **claro está que o 'convite' feito as empresas BETA, RICO e AIR BRASIL, não pode ser considerado válido**.

Todavia, após validar a habilitação das empresas acima mencionadas, mesmo tal decisão sendo contrária ao edital e a legislação vigente, seguiu-se a concorrência, dando-se oportunidade para que as empresas interessadas manifestassem-se sobre a análise dos documentos, ocasião em que foram feitas as argumentações abaixo transcritas:

> *"(...)O representante da empresa TAF LINHAS AÉREAS S/A fez observações em relação às empresas:*
> *a) ATA : de conformidade com o item 5.7 das disposições gerais sobre habilitação, precisamente alínea "c" a empresa ATA deixou de apresentar os seguintes documentos:*

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1- Balanço sem autenticação da Junta Comercial do Estado de Registro, conforme exigido no item 1.2 letra "a", 1.2 letra "a.1", inciso I, do Anexo 4 do Edital;
2- Aditivo de documento de capital de R$ 300.000,00 para R$ 1.200.000,00 não está autenticado pelo DAC;
3- Não existe comprovação técnica da habilitação técnica do contador pelo Conselho de Contabilidade muito menos qualquer comprovação de vínculo com a recorrida;
4- As especificações operativas estão sem autenticação;
5- Não foi apresentada cópia do contrato social autenticada, nem o próprio contrato;
6- Não apresentou inscrição Municipal;
7- Não apresentou documentação comprobatória dos poderes de representatividade para assinar balanços;
8- O balanço apresentado não especifica qual moeda lhe é atribuida;
9- Falta requisitos de admissibilidade da sócia ESC majoritária da ATA Atlântico Transporte Aéreo Ltda;
10- Há confusão na representatividade da empresa ATA na procuração de 22/nov/04 e concessão do DAC de 29/out/04;
11- O Atestado de capacidade técnica não acompanha formatação e os dados previstos no Edital (modelo Anexo 06);
12- Os atestados de capacidade técnica não foram autenticados;
b) RICO: encontra-se em desacordo com o Edital, mesmo item 5.7 - "c" seguinte:
1- O balanço não encontrava-se publicado no Diário Oficial, nem em jornal de grande circulação;
2- Não foi comprovado parecer de auditoria externa;
3- Não foi apresentado documento hábil editalício quanto autenticação do balanço ou original;
4- Não se existe documento comprobatório da vinculação e habilitação de contador;
5- Ata de data 10/agosto/2004 não encontra-se nem em original, muito menos cópia autenticada pela Junta Comercial;
6- A única aeronave constante nas especificações operativas é a PR - RLA e, referida aeronave não apresenta documentação de aeronave cargueira, ferindo portanto o objeto licitado;
7- No atestado de capacidade técnica que a empresa RICO apresentou, da empresa ACE que atestou, utiliza vôos regulares da empresa Rico, acomodando carga nos porões, e não comprova o transporte de cargas paletizadas em aeronave cargueira, visto que referida aeronave é de passageiros, conforme certificado de aeronavegabilidade;
8- No atestado de capacidade técnica não atende ao anexo 6 do Edital, e nem o item 1.4 parágrafo "c";
c) VARIG LOGÍSTICA S/A: que apresentou na certidão positiva de tributos e contribuições federais CNPJ divergente 04.066.143/0002-38 CNPJ do cadastro de pessoa jurídica 04.066.143/0001-57, sendo, portanto, tal documento inidôneo;
2- Parecer dos auditores independentes é inidôneo, pois não constam assinaturas dos subscritores mencionados;
3- Não foi apresentado documento comprobatório de vínculo do contador e auditores com a recorrida;
4- O balanço não foi publicado no Diário Oficial do Estado sede;
5- Há divergência dos representantes da empresa na publicação do balanço em jornal simples com a pessoas autorizadas estatutariamente e obrigadas a fazê-la;
6- As aeronaves PP-VLD / PP-VQV / PP-VQU / não constam nas especificações operativas da VARIG LOG. Contrariando o item 1.4,

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"a.2" do Edital apresentando 03 aeronaves arrendadas da VARIG RIO GRANDENSE S/A, empresa esta impedida de licitar com os Correios;
7- O documento expedido pelo DAC não contempla o Edital quando este exige que as aeronaves constem nas especificações operativas originais ou cópias autenticadas;
Assim, em razão da falta de cumprimento dos vários requisitos exigidos e essenciais para compor habilitação, capacidade e representação por parte das
empresas recorridas: ATA ATLÃNTICO TRANSPORTE AÉREO LTDA, RLA - RICO LINHAS AÉREAS S/A e VARIG LOGÍSTICA S/A., requerer por meio deste recurso a INABILITAÇÃO das licitantes compostas no polo passivo desta cota para fins de direito.
Pugna, ainda, pela apresentação de todas as razões e fundamentos deste recurso posteriormente no prazo estabelecido diante da Lei 8.666/93.
O representante da empresa SKYMASTER AIRLINES LTDA nada declarou.
O representante da empresa RLA - RICO LINHAS AÉREAS S/A nada declarou.
O representante da empresa VARIG LOGÍSTICA S/A apresentou ao Presidente da CEL a inclusão de arrazoado nos seguintes termos:
"Após análise do Edital de Concorrência nº 006/2004 CEL/AC, a VARIG LOGISTÍCA S/A impetrou, em 23/11/04, Mandado de Segurança individual, distribuído à 1ª Vara Federal da Seção Judiciária do Distrito Federal (Processo nº 2004.34.00045172-1) visando a preservação do interesse e erário público, por entender que o referido edital apresenta limitações à livre concorrência e à participação igualitária de todos os concorrentes.
Em r. Decisão proferida em 24/11/04 o D. Juízo de primeira instância houve por bem indeferir o pedido liminar, decisão contra a qual foi interposto recurso de agravo de instrumento, que teve indeferido o pedido liminar de antecipação da tutela recursal para suspensão da reunião desta licitação Processo nº 2004.01.000.54487-6 - 5ª turma Tribunal Regional Federal da Primeira Região.
E que pesem os indeferimentos dos pedidos de suspensão deste certame, a VARIG LOGISTICA S/A informa que estará enviando ao Ministério Público Federal, ao Tribunal de Contas da União e à Secretaria de Direito Econômico do Ministério da Justiça, pedido de apuração das questões levantadas pelo Mandado de Segurança em comento, de forma a preservar o interesse público envolvido nesta concorrência."
O representante da empresa AIR BRASIL LINHAS AÉREAS LTDA fez a observação sobre a empresa Beta de que o titulo de transferência das aeronaves PP BRI e PP BRG são apresentados em xerox sem autenticação e não está homologado pelo DAC.
O representante da empresa TCB - TRANSPORTES CHATER DO BRASIL nada declarou.
O representante da empresa ATA - ATLÂNTICO TRANSPORTE AÉREO LTDA fez considerações sobre as empresas:
a) Rico: que a aeronave 737-241 s/n 21009 encontrava-se com o C.A. suspenso;
b)TAF: a aeronave 737 PT-MTA s/n 20220 não apresenta comprovação de disponibilidade para o iníco do contrato e vigência deste visto que a vigência é

de 48 meses a partir da data de recebimento em 25/04/00 a mesma deverá ter anexado uma extensão do período de leasing em conformidade com o contrato.

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c) VARIG LOGÍSTICA: submeteu aeronaves de propriedade da VARIG (inabilitada para participar ferindo o estabelecido no edital.
O representante da empresa TOTAL LINHAS AÉREAS S/A nada declarou.
O representante da empresa BETA - BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA: fez observações sobre as seguintes empresas:
a) TCB: não apresentou Certidão da dívida Ativa da União; certificado de aeronavegabilidade expedido em 1997 está vencido e consta no site do DAC que a aeronave PP-TPC está com a vistoria vencida e situação técnica irregular; e as demais Certidões são xerox sem autenticação prevista.
b) AIR Brasil: certificado de matrícula xerox sem autenticação e em nome da ABSA; certificado de aeronavegabilidade xerox sem autenticação e em nome da ABSA como operadora; certificado de homologação de empresa de transporte aéreo é xerox, sem autenticação, duvidosos e por demonstrar rasuras e dificultando a real identificação; falta avaliação de capacidade financeira; certificado de capacidade técnica duvidoso, pois não se tem conhecimento da operação da empresa por longo tempo.
Tendo em vista manifestação da empresa ATA de que dispõe dos originais dos documentos, cujas cópias apresentadas no envelope de habilitação eram simples, sem autenticação, e que não recebeu da CEL apresentação destes originais, podendo fazê-lo neste momento, a CEL decidiu, com base no subitem 5.6 do Edital, permitir à ATA e as demais licitantes que se encontrassem nesta situação de terem apresentados cópias de documentos sem autenticação, à apresentação dos originais antes do encerramento da sessão de habilitação, para autenticação pela Comissão.
A Comissão autenticou apenas um Atestado de Capacidade Técnica e as Especificações Operativas da empresa ATA.
Diante da grande quantidade de questionamentos apresentados a CEL decidiu SUSPENDER a reunião e informou que o resultado da HABILITAÇÃO será posteriormente será publicado no DOU e a Ata de Julgamento da Habilitação disponibilizada no site www.correios.com.br; (...)"

Após tais argumentações, a Comissão Especial de Licitação SUSPENDEU a reunião e informou que o resultado da habilitação das empresas seria publicado posteriormente no Diário Oficial da União.

Posteriormente, a Comissão concluiu a análise dos documentos apresentados pelas empresas licitantes, decidindo pela **HABILITAÇÃO** das empresas **BETA – Brazilian Express Transportes Aéreos Ltda., Skymaster Airlines Ltda., TAF Linhas Aéreas S/A. e TOTAL Linhas Aéreas S/A** e, por outro lado, pela **INABILITAÇÃO** da **Licitante (TCB – Transp. Charter do Brasil Ltda), Air Brasil Linhas Aéreas Ltda., ATA – Atlântico Transporte Aéreo Ltda., RLA – Rico Linhas Aéreas S/A. e VARIG Logística S/A.**

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Sendo assim, as empresas que se sentiram prejudicadas com a decisão acima apresentaram Recurso Administrativo, sendo certo que, inclusive, a Impetrante valeu-se da oportunidade para demonstrar seu inconformismo pela habilitação de empresas que não haviam cumprido as exigências do edital, como era o caso da BETA.

Assim, após a análise das razões apresentadas pelas empresas interessadas, **a Comissão MANTEVE A SUA DECISÃO ANTERIOR, inabilitando a Licitante, juntamente com as empresas Air Brasil Linhas Aéreas Ltda., ATA – Atlântico Transporte Aéreo Ltda., RLA – Rico Linhas Aéreas S/A. e VARIG Logística S/A**.

Porém, de forma surpreendente e, *"data maxima venia"*, desrespeitando os preceitos legais, a Comissão assim decidiu sobre 02 (duas) das empresas inabilitadas:

> "(...)Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transportes Aéreos Ltda. e RLA - Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente. (...)"

Entretanto, a atitude praticada pelos membros da comissão, *"data maxima venia"*, desrespeita os ditames do edital publicado, bem como fere os princípios que regem a Administração Pública. Senão vejamos.

A letra "a" do item "2.5" do edital, já transcrito acima, estipula claramente que é *"...vedada a inclusão posterior de documento ou informação que deveria constar originariamente da Habilitação ou das Propostas..."*.

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Diante disso, não há que se falar em oportunidade para nova apresentação de documentos, estes que, indubitavelmente, deveriam ter sido acostados desde o início, vez que previamente mencionados no edital.

Outrossim, vale lembrar que foram 05 (cinco) as empresas que tiveram negadas a sua habilitação – dentre elas a Impetrante – mas, quando 'deu-se oportunidade' para nova apresentação da documentação para habilitação, abriu-se prazo somente para 02 (duas) delas.

Vale lembrar que o caso em apreço cuida-se de concorrência pública, onde os licitantes, devem ser tratados com igualdade de condições, justamente para preservar o ENTE PÚBLICO de eventuais fraudes ou conluios.

O artigo 37 de nossa Constituição Federal disciplina sobre as disposições gerais da Administração Pública e, mais precisamente o seu inciso XXI, obriga a manutenção da igualdade de condições entre os concorrentes, "in verbis":

> "Art. 37. A administração pública direta e indireta de qualquer dos Poderes da União, dos Estados, do Distrito Federal e dos Municípios obedecerá aos princípios de legalidade, impessoalidade, moralidade, publicidade e eficiência e, também, ao seguinte:
> (...)
> XXI - ressalvados os casos especificados na legislação, **as obras, serviços, compras e alienações serão contratados mediante processo de licitação pública que assegure igualdade de condições a todos os concorrentes**, com cláusulas que estabeleçam obrigações de pagamento, mantidas as condições efetivas da proposta, nos termos da lei, o qual somente permitirá as exigências de qualificação técnica e econômica indispensáveis à garantia do cumprimento das obrigações.
> (...)"
> (grifos nossos)

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No mesmo sentido, o Ilustre Doutrinador Dr. Alexandre de Moraes, em sua obra "Direito Constitucional", décima sexta edição, editora Atlas, São Paulo, assim lecionou sobre o tema (pág. 346):

> *"(...) se de um lado haverá necessidade de depurar, tanto quanto possível, tais atos e contratos de toda possibilidade de riscos e prejuízos afetos, geralmente, ao particular ou à empresa privada, de outro lado,* ***da parte dos fornecedores desses bens e serviços, ter-se-á de manter uma situação de igualdade e abrangência, diante da administração pública, mediante a observação do processo de concorrência de todos os interessados, que é o processo de licitação. A licitação representa, portanto, a oportunidade de atendimento ao interesse público, pelos particulares, numa situação de igualdade*** *(...)"*
> *(grifos nossos)*

A decisão administrativa que concedeu a 02 (duas) empresas que foram consideradas inabilitadas novo prazo para apresentação de documentos, deixando de estender tal oportunidade à Licitante, fere o princípio da igualdade de condições, que norteia o processo licitatório.

Este princípio, na realidade, é chamado por Carlos Ari Sundfeld de *"...a espinha dorsal da licitação..."* (Licitação e Contrato Administrativo, 2ª edição, São Paulo, Malheiros Editores, 1995, p. 20) vez que, desde que observado, assegura aos licitantes o mesmo tratamento e uma competição legal e efetiva no certame.

Mas não é o que ocorreu no caso em tela.

No processo licitatório em discussão, Vossa Senhoria concedeu oportunidades para algumas empresas, que não foram igualmente concedidas à Licitante, fato este que, de fato, gerou um desequilíbrio entre os concorrentes.

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A Lei de Licitações (n.º 8.666, de 21 de junho de 1993), em seu Capítulo I, na Seção I, estabelece os princípios que regem os atos licitatórios – dentre eles o da igualdade -, como se constata com o artigo 3º abaixo colacionado:

> "Art. 3º A licitação destina-se a garantir a observância do princípio constitucional da isonomia e a selecionar a proposta mais vantajosa para a Administração e será processada e julgada em estrita conformidade com os princípios básicos da legalidade, da impessoalidade, da moralidade, da igualdade, da publicidade, da probidade administrativa, da vinculação ao instrumento convocatório, do julgamento objetivo e dos que lhes são correlatos.
> § 1º É vedado aos agentes públicos:
> I - admitir, prever, incluir ou tolerar, nos atos de convocação, cláusulas ou condições que comprometam, restrinjam ou frustrem o seu caráter competitivo e estabeleçam preferências ou distinções em razão da naturalidade, da sede ou domicílio dos licitantes ou de qualquer outra circunstância impertinente ou irrelevante para o específico objeto do contrato;"

E segue mais abaixo, delimitando os poderes das Comissões e delineando os parâmetros das concorrências:

> "Art. 41. A Administração não pode descumprir as normas e condições do edital, ao qual se acha estritamente vinculada:
> (...)
> § 4º A inabilitação do licitante importa preclusão do seu direito de participar das fases subseqüentes."

> "Art. 44. No julgamento das propostas, a comissão levará em consideração os critérios objetivos definidos no edital ou convite, os quais não devem contrariar as normas e princípios estabelecidos por esta Lei.
> § 1º É vedada a utilização de qualquer elemento, critério ou fator sigiloso, secreto, subjetivo ou reservado que possa ainda que indiretamente elidir o princípio da igualdade entre os licitantes.
> (...)"

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> "Art. 45. O julgamento das propostas será objetivo, devendo a Comissão de Licitação ou o responsável pelo convite realizá-lo em conformidade com os tipos de licitação, os critérios previamente estabelecidos no ato convocatório e de acordo com os fatores exclusivamente nele referidos, de maneira a possibilitar sua aferição pelos licitantes e pelos órgãos de controle."

Nota-se, que além do princípio da igualdade dos licitantes – já explicitado acima -, também foi ferido o conhecido princípio da vinculação ao instrumento convocatório (ou vinculação ao edital), onde a Administração e os licitantes ficam adstritos ao estipulado no edital de convocação, sendo vedada a mudança das regras depois de iniciado o procedimento.

Na realidade, este segundo princípio (vinculação ao edital) praticamente funde-se com o da igualdade, pois caso o julgador haja com subjetivismo no julgamento, ferirá a isonomia dos licitantes.

Vale lembrar, que a Autoridade Coatora está justificando sua atitude no sub-item "8.4" do edital n.º 006/2004, que preceitua:

> "8.4 - Quando todas as licitantes forem inabilitadas ou todas as propostas forem desclassificadas, a ECT poderá fixar às licitantes o prazo de 08 (oito) dias úteis para apresentação de nova documentação ou de outras Propostas, escoimadas das causas que as desclassificaram anteriormente."

Porém, esta oportunidade concedida pela ECT em seu edital, além de ferir o princípio da igualdade, contradiz a letra "a" do item 2.5 do mesmo edital que diz que é *"...vedada a inclusão posterior de documento ou informação que deveria constar originariamente da Habilitação ou das Propostas..."*.

Neste caso, evidente a contradição e o incompatibilidade dos itens constantes do edital que, *"data maxima venia"*, acabaram por permitir

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uma dupla interpretação por Vossa Senhoria, que acarretaria uma desigualdade entre os licitantes, sendo que ao final seria constatado a inobservância dos princípios que regem o processo de licitação.

Sendo assim, caracterizado está o descumprimento dos princípios da igualdade e vinculação ao edital pelo Presidente da Comissão Especial de Licitação dos CORREIOS, que concedeu oportunidade para empresas (BETA, RICO e AIB BRAZIL) juntarem documentos que deveriam ter sido juntados anteriormente, bem como o tratamento desigual que está sendo dado à Licitante, uma vez que concedeu novo prazo para as concorrentes (ATA e RICO) juntarem documentos, mas não estendeu esta oportunidade à esta e as demais concorrentes inabilitadas.

Os atos praticados durante o processo licitatório em questão, são eivados de vícios e nulidades, que acarretam prejuízo não só as empresas concorrentes – como no caso da Licitante – mas, principalmente, causa DANOS AO ENTE PÚBLICO, atitude esta que não poderá se aceita.

Insta esclarecer, que o que está sendo buscado com o presente requerimento é a garantia ao direito constitucional da Licitante e do Ente Público, que foi desrespeitado por Vossa Senhoria.

Vale lembrar, que não está se discutindo a validade ou não da documentação que está sendo impugnada e exigida de uma ou outra empresa, mas sim a ILEGALIDADE NOS ATOS PRATICADOS na presente licitação, que fere Direitos e Princípios básicos, não só de particulares, como também da própria Administração.

Destarte, a licitante quer salientar que irá buscar de todas as formas ver o seu direito constitucional respeitado, e para tal protocolizou junto ao Tribunal de Contas da União, representação (**Doc. 03**) para que fosse suspenso

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a abertura dos envelopes que contém as propostas das Licitantes e fosse exigido de Vossa Senhoria informações a respeito do processo licitatório em discussão.

Outrossim, também foi protocolizado pela Licitante junto ao Ministério Publico Federal, a competente representação criminal (**Doc. 04**), para que fosse averiguado a possível pratica de ilícitos penais, referentes ao processo licitatório em tela.

Ante o exposto e pelo mais que do processo licitatório consta, requer-se de Vossa Senhoria a reconsideração da decisão prolatada na data do dia 29 de dezembro de 2.004, para que seja concedida à Licitante o prazo igual ao concedido às empresas ATA e RLA, quais sejam, de 08 (oito) dias, para que a mesma possa, a partir da intimação da concessão do novo prazo, juntar os documentos que caracterizaram a inabilitação da requerente, como forma da mais pura e cristalina ***JUSTIÇA!!!***

Termos em que,
Pede e espera deferimento.

Brasília/DF, 07 de Janeiro de 2.005.

ROGER BARUDE CAMARGO
OAB/SP N.º 187.214

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Roger Barude Camargo
Advogado
OAB/SP nº 187.214

PROCURAÇÃO *"AD JUDICIA ET EXTRA"*

Pelo presente instrumento particular de mandato, **TCB – TRANSPORTES CHARTER DO BRASIL LTDA.**, empresa de direito privado, inscrita no CNPJ/MF sob o n.º 68.662.725/0001-89, estabelecida na cidade de Cotia/SP, na Rua Frei Caneca, n.º 23, sala 01, Granja Viana, neste ato representada por seu sócio Cláudio Marcos Keller, brasileiro, casado, empresário, portador do RG n.º 10.846.561-5 SSP/SP e do CPF n.º 112.479.628-22, nomeia e constitui seu bastante procurador o advogado **ROGER BARUDE CAMARGO**, brasileiro, casado, inscrito na OAB/SP sob o n.º 187.214, com escritório na Rua Condessa de São Joaquim, n.º 239, 154, Bela Vista, São Paulo/SP, a quem confere amplos poderes para o foro em geral, com a cláusula *"ad judicia et extra"*, em qualquer Juízo, Instância ou Tribunal, podendo propor contra quem de direito as ações competentes e defendê-la nas contrárias, seguindo umas e outras até final decisão, usando os recursos legais e acompanhando-os, conferindo-lhe, ainda, poderes especiais para transigir, celebrar acordos, concordar e discordar, promover levantamento judicial, receber, dar quitação, indicar assistente técnico, desistir, renunciar, podendo ainda substabelecer esta em outrem, com ou sem reserva de iguais poderes, dando tudo por bom, firme e valioso, **com o fim específico de apresentar pedido de Reconsideração ao Presidente da Comissão Especial de Licitação dos CORREIOS, face ao julgamento do Recurso interposto na Concorrência n.º 006/2004-CEL/AC.**

São Paulo, 04 de janeiro de 2.005.

TCB – TRANSPORTES CHARTER DO BRASIL LTDA.
Rep. legal: Cláudio Marcos Keller

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RUA CONDESSA DE SÃO JOAQUIM Nº 239 , 154, BELA VISTA – SÃO PAULO/SP

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"TCB - TRANSPORTES CHARTER DO BRASIL LTDA."
CNPJ/MF Nº 68.662.725/0001.89

NIRE 35.213.940.093

INSTRUMENTO PARTICULAR DE ALTERAÇÃO
E CONSOLIDAÇÃO DE CONTRATO SOCIAL

10ª alteração

Pelo presente instrumento particular, entre os abaixo assinados:

1. CLÁUDIO MARCOS KELLER, brasileiro, casado no regime da comunhão parcial de bens, empresário, portador da cédula de identidade RG nº 10.846.561-5/SSP/SP, inscrito no CPF/MF sob nº 112.479.628-22, residente e domiciliado em Cotia, Estado de São Paulo, na Rua Mascarenhas Homem, nº 440 (Condomínio São Paulo II), bairro Granja Viana II, e
2. JOÃO CARVALHO DA SILVA FILHO, brasileiro, casado no regime da comunhão universal de bens, empresário, portador da cédula de identidade RG nº 34.678.477-3/SSP/SP, inscrito no CPF/MF sob nº 403.528.207/30, residente e domiciliado em Cotia, Estado de São Paulo, na Rua Frei Caneca, nº 23 (Condomínio São Paulo II), bairro Granja Viana II;

1.º TABELIÃO DE NOTAS E ANEXO
Sede da Comarca de Cotia - Est. de São Paulo
Rua José A. Pedroso, 288 - V. São Francisco
AUTÊNTICO a presente cópia reprográfica conforme ao original a mim apresentado. do

Cotia, 19 NOV 2004

Anderson Estanislau de Oliveira
Paulo Cesar Ferreira Cunha
Damião Carlos Vicente
Marcos Vilkens de Almeida
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únicos sócios componentes da

SOCIEDADE LIMITADA, que gira nesta praça de Cotia, Estado de São Paulo, na rua Frei Caneca, nº 23 - sala 1 (Granja Viana II), CEP 06706-015, sob a denominação social de "TCB - TRANSPORTES CHARTER DO BRASIL LTDA.", com instrumento constitutivo devidamente arquivado na JUCESP sob NIRE nº 35.213.940.093 em sessão de 30.07.1996, e subseqüentes alterações, sendo a última delas arquivada na JUCESP, sob nº 200.622/02-0, resolvem, de comum acordo e na melhor forma de direito, alterar as referidas disposições contratuais, o que fazem na forma das cláusulas e condições seguintes.

I) AUMENTO DE CAPITAL

Deliberaram os sócios aumentar o capital da sociedade, que era de R$ 600.000,00 (seiscentos mil reais), totalmente integralizado, em moeda corrente nacional e dividido em 600.000 (seiscentos mil) quotas, no valor nominal de R$ 1,00 (um real) cada uma, para um novo valor, que passa a ser de R$ 1.200.000,00 (hum milhão e duzentos mil reais), sendo o aumento, no valor de R$ 600.000,00 (seiscentos mil reais), totalmente subscrito e integralizado neste mesmo ato, em moeda corrente nacional pelos sócios.

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Cotia, 19 NOV 2005
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Damião Carlos Vicente
Marcos William de Almeida
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II) NOVA REDAÇÃO DE CLÁUSULA

Em decorrência do que acima restou pactuado, passa a vigorar com a redação que abaixo segue a cláusula 3ª do Contrato Social vigente, a qual será denominada como CLÁUSULA QUARTA na redação consolidada do mesmo Contrato Social, mais abaixo exposta:

> CLAÚSULA QUARTA - O capital social é de R$ 1.200.000,00 (hum milhão e duzentos mil reais), dividido em 1.200.000 (hum milhão e duzentas mil) quotas, do valor nominal unitário de R$ 1,00 (hum real) cada uma, totalmente integralizadas, neste ato, em moeda corrente nacional, assim distribuídas entre os sócios:

	NOME	QUOTAS	VALOR R$	%
01	João Carvalho da Silva Filho	480.000	480.000,00	40
02	Cláudio Marcos Keller	720.000	720.000	60
	TOTAIS	1.200.000	1.200.000,00	100

> **Parágrafo Primeiro – Do aludido capital social de R$ 1.200.000,00 (hum milhão e duzentos mil reais), são destacados R$ 100.000,00 (cem mil reais) como capital da filial existente.**

> Parágrafo Segundo – A responsabilidade de cada sócio é, na forma da lei, restrita ao valor de suas quotas (art.

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Sede da Comarca de Cotia - Est. de São Paulo
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1.052 do Código Civil Brasileiro), mas todos respondem solidariamente pela integralização do capital social, restando esclarecido que os sócios não respondem subsidiariamente pelas obrigações sociais (artigo 997 – inciso VIII do Código Civil vigente).

III – ALTERAÇÕES

Decidem os sócios promover à adaptação do Contrato Social ao disposto pela Lei nº 10.406/02 (Código Civil Brasileiro), prevendo assembléias anuais, denominando a sociedade como limitada e não mais "por quotas de responsabilidade limitada", intitulando o sócio gerente como administrador, dispondo a respeito da regência supletiva e aos casos omissos pelas normas contidas na Lei nº 6.404/76, que disciplina as Sociedades por Ações, e adaptando regras gerais, de administração e de deliberações sociais, à nova legislação.

IV – CONSOLIDAÇÃO

Tendo em vista o quanto acima se esclareceu e pactuou, passa a sociedade a ser regida pelo texto consolidado que a seguir se exporá:

1.º TABELIÃO DE NOTAS E ANEXO
Sede da Comarca de Cotia - Est. de São Paulo
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Cotia, 19 NOV 20
Anderson Estanislau de Oliveira
Paulo Cesar Ferreira Cunha
Damião Carlos Vicente
Marcos Willam de Almeida Olive
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"TCB – TRANSPORTES CHARTER DO BRASIL LTDA."

CONTRATO SOCIAL CONSOLIDADO

CAPÍTULO I

DENOMINAÇÃO E SEDE

CLÁUSULA PRIMEIRA - A sociedade gira sob a denominação de "TCB – TRANSPORTES CHARTER DO BRASIL LTDA." e tem sede na cidade de Cotia, Estado de São Paulo, na rua Frei Caneca, nº 23 – Sala 1 (Granja Viana II), CEP 06706-015, possuindo filial na Rodovia Santos Dumont, km 66, s/nº - Aeroporto Internacional de Viracopos, em Campinas, Estado de São Paulo, CEP 13055-900, esta com o capital destacado de R$ 100.000,00 (cem mil reais), sendo de natureza comercial e limitada, regendo-se pelo presente contrato e pela Lei nº 10.406/2002.

Parágrafo único - A sociedade poderá, a qualquer tempo, e a critério exclusivo do administrador, abrir e extinguir filiais, depósitos ou escritórios em qualquer parte do território nacional ou no exterior, obedecidas as prescrições legais.

CAPÍTULO II

OBJETO E DURAÇÃO

1.º TABELIÃO DE NOTAS E ANEXO
Sede da Comarca de Cotia - Est. de São Paulo
Rua José A. Pedroso, 288 - V. São Francisco
AUTÊNTICO a presente cópia reprográfica, conforme
ao original a mim apresentado, do
Cotia, 19 NOV 2004
Anderson Estanislau de Oliveira
Paulo Cesar Ferreira Cunha
Danilo Carlos Vicente
Marcos Willian de Almeida Oliveira
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CLAÚSULA SEGUNDA - A sociedade tem por objetivo, ou atividade principal, a ser desenvolvida tanto na matriz como na filial:

a) - exploração de serviços de transporte aéreo público, não regular, de passageiros, carga e mala postal, doméstica e internacional;

b) - oficina de manutenção para suas aeronaves e de terceiros;

c) - importação de peças e equipamentos para si e para terceiros;

d) - serviços de rampa para si e para terceiros, na conformidade das autorizações que forem expedidas pelas autoridades aeronáuticas.

CLÁUSULA TERCEIRA - A sociedade iniciou suas atividades em 03.11.1992 e seu prazo de duração é por tempo indeterminado.

CAPÍTULO III

CAPITAL SOCIAL

CLAÚSULA QUARTA - O capital social é de R$ 1.200.000,00 (hum milhão e duzentos mil reais), dividido em 1.200.000 (hum milhão e duzentas mil) quotas, do valor nominal unitário de R$ 1,00 (hum real) cada uma, totalmente integralizadas, neste ato, em moeda corrente nacional, assim distribuídas entre os sócios:

TABELIÃO DE NOTAS E ANEXO
Sede da Comarca de Cotia - Est. de São Paulo
Rua José A. Pedroso, 288 - V. São Francisco
AUTÊNTICO a presente cópia reprográfica, conforme ao original a mim apresentado, do que dou fé.
Cotia, 19 NOV 2004
Anderson Estanislau de Oliveira
Paulo Cesar Ferreira Cunha
Damião Carlos Vicente
Marcos William de Almeida Oliveira
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	NOME	QUOTAS	VALOR R$	%
01	João Carvalho da Silva Filho	480.000	480.000,00	40
02	Cláudio Marcos Keller	720.000	720.000,00	60
TOTAIS		1.200.000	1.200.000,00	100

Parágrafo Primeiro – Do aludido capital social de R$ 1.200.000,00 (hum milhão e duzentos mil reais), são destacados R$ 100.000,00 (cem mil reais) como capital da filial existente.

Parágrafo Segundo – A responsabilidade de cada sócio é, na forma da lei, restrita ao valor de suas quotas (art. 1.052 do Código Civil Brasileiro), mas todos respondem solidariamente pela integralização do capital social, restando esclarecido que os sócios não respondem subsidiariamente pelas obrigações sociais (artigo 997 – inciso VIII do Código Civil vigente).

CAPÍTULO IV

CESSÃO E TRANSFERÊNCIA DE QUOTAS

CLÁUSULA QUINTA - A cessão ou transferência das quotas, no todo ou em parte, dependerá sempre do consentimento prévio dos demais quotistas, os quais terão direito de preferência na aquisição das mesmas, na proporção

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de suas quotas. O direito de preferência deverá ser exercido no prazo máximo de 20 (vinte) dias a partir do recebimento do aviso, por escrito, feito pelo quotista que pretender alienar suas quotas, ao outro quotista.

CAPÍTULO V

ADMINISTRAÇÃO

CLÁUSULA SEXTA – A sociedade será administrada isoladamente pelo Sr. CLÁUDIO MARCOS KELLER, já qualificado acima, intitulado administrador, o qual, agindo sempre isoladamente, terá todos os poderes em lei permitidos para o exercício de seu cargo, representando a sociedade em Juízo e fora dele e constituindo procuradores, podendo, sem qualquer limitação, assinar documentos, contratos, escrituras, títulos de crédito ou quaisquer outros papéis.

Parágrafo único – A sociedade poderá constituir procuradores para representá-la, cujos mandatos deverão sempre conter os poderes expressos e o prazo de validade, exceto os outorgados com a cláusula "ad judicia", que não terão prazo.

CLÁUSULA SÉTIMA – O sócio administrador terá direito a um "pro-labore" mensal, fixado de comum acordo entre os sócios, e que será levado a conta de despesas gerais da sociedade.

1º TABELIÃO DE NOTAS E ANEXO
Sede da Câmara de Cotia - Est. de São Paulo
Rua José A. Pedroso, 288 - V. São Francisco
AUTÊNTICO a presente cópia reprográfica, conforme ao original a mim apresentado, do que dou fé.
Cotia, 19 NOV 2004
Anderson Estanislau de Oliveira
Paulo Cesar Ferreira Cunha
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Marcos Wilson de Almeida Olive
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CLÁUSULA OITAVA - É vedado, expressamente, sendo nulo e inoperante em relação à sociedade, o ato do administrador ou de qualquer sócio que envolver a sociedade em obrigações relativas a negócios ou operações estranhas ao objetivo social, tais como avais, fianças ou quaisquer outras garantias a favor de terceiros.

CAPÍTULO VI

EXERCÍCIO SOCIAL, BALANÇO E LUCROS

CLÁUSULA NONA - O exercício social terminará em 31 de dezembro de cada ano, data em que serão levantados o Balanço Patrimonial e o de Resultado Econômico.

Parágrafo primeiro - Os lucros ou prejuízos verificados serão distribuídos ou suportados pelos sócios, proporcionalmente às suas quotas.

Parágrafo segundo - Será permitido o levantamento de balanços em qualquer data do exercício social, para efeitos de distribuição antecipada dos lucros entre os sócios, ou aumento do Capital Social, desde que deliberado por sócios que representem, no mínimo, 75% (setenta e cinco por cento) do capital social.

CLÁUSULA DÉCIMA - Ao menos uma vez por ano, deve realizar-se a assembléia dos sócios, nos quatro meses seguintes ao término do exercício

1.º TABELIÃO DE NOTAS E ANEXO
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Cotia, 19 NOV 2004
Anderson Estanislau de Oliveira
Paulo Cesar Ferreira Cunha
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Marcos Vilhena de Almeida Oliveira
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social, com o objetivo de tratar das matérias mencionadas nos itens I, II e III do art. 1.078 do Código Civil Brasileiro.

CAPÍTULO VII

CONTINUAÇÃO DA SOCIEDADE

CLÁUSULA DÉCIMA PRIMEIRA - O falecimento, ou a declaração de incapacidade de qualquer dos sócios, não dissolverão a sociedade, que continuará com o remanescente, e com a participação obrigatória dos representantes, herdeiros ou sucessores do sócio pré-morto ou incapacitado.

CAPÍTULO VIII

DELIBERAÇÕES DOS SÓCIOS E ALTERAÇÕES CONTRATUAIS

CLÁUSULA DÉCIMA SEGUNDA - Qualquer alteração ao presente contrato somente poderá ser introduzida por deliberação de 75% (setenta e cinco por cento) do capital social, inclusive para a dissolução ou a liquidação da sociedade, ou a sua transformação em qualquer outro tipo societário.

1.º TABELIÃO DE NOTAS E ANEXO
Sede da Comarca de Cotia - Est. de São Paulo
Rua José A. Pedroso, 288 - V. São Francisco
AUTÊNTICO a presente cópia reprográfica, conforme ao original a mim apresentado, do que dou fé.
Cotia, 19 NOV 2015
Anderson Estevanato de Oliveira
Paulo Cesar Ferreira Cunha
Damião Cartaxo Vicente
Marcos Vinicius de Almeida Oli
VÁLIDO SOMENTE COM O SELO DE AUTENTICIDADE

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CAPÍTULO IX

DISPOSIÇÕES GERAIS

CLÁUSULA DÉCIMA TERCEIRA - Os casos omissos neste contrato serão regulados pelas disposições da legislação em vigor, aplicáveis à espécie, em especial pela regência supletiva da Lei nº 6.404, de 15 de dezembro de 1.976.

CLÁUSULA DÉCIMA QUARTA - As partes elegem o foro desta Comarca de Cotia, Estado de São Paulo, para dirimir as questões oriundas do presente contrato, respondendo a parte vencida pelas despesas processuais e honorários de advogado.

DECLARAÇÃO

O administrador declara, sob as penas da lei, que não está impedido de exercer a administração da sociedade, por lei especial, ou em virtude de condenação criminal, ou por se encontrar sob os efeitos dela, a pena que, ainda que temporariamente, vede o acesso a cargos públicos, ou por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato; ou contra a economia popular, o sistema financeiro nacional, as normas de defesa da concorrência, contra as relações de consumo, fé pública ou a propriedade (art. 1.011, par. 1º, CC/2002).

Assim justos e contratados, assinam o presente Instrumento Particular de Alteração e Consolidação Contratual, em 4 (quatro) vias de igual teor e

1.º TABELIÃO DE NOTAS E ANEXO
Sede da Comarca de Cotia - Estado de São Paulo
Rua José A. Pedroso, 288
AUTÊNTICO o presente documento
ao original a mim apresentado.
Cotia, 19 NOV
Anderson Intenistau de Oli
Paulo Cesar Ferreira Cunha
Damião Carlos Vicente
Marcos Willem de Almeida
VÁLIDO SOMENTE COM O SEL

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JUCESP

DENAF 3214

forma, juntamente com 2 (duas) testemunhas, declarando ainda os sócios quotistas e o administrador que não estão incursos em nenhum dos crimes previstos em lei, que os impeçam de exercer atividades mercantis.

Cotia, 24 de novembro de 2.003.

CLÁUDIO MARCOS KELLER

JOÃO CARVALHO DA SILVA FILHO

Testemunhas:

1) _____
Nome: VALDIMIR FALCÃO NETO
RG nº 10682-747-9-SSP-SP.

2) _____
Nome: Audirlia de Almeida
RG nº 42.568.345-7 SSP-SP

VISTO: _____
ROBERTO JOSÉ BASTOS
advogado
OAB/SP Nº 15.761

TCB_ACS_1_2003_B

1.º TABELIÃO DE NOTAS E ANEXO
Sede da Comarca de Cotia - Est. de São Paulo
Rua José A. Pedroso, 288 - V. São Francisco
AUTÊNTICO a presente cópia reprográfica, conforme ao original a mim apresentado, do que dou fé.

Cotia, 19 NOV 2003

Anderson Estanislau de Oliveira
Paulo Cesar Ferreira Cunha
Damião Carlos Vicente
Marcos William de Almeida Oliveira
VÁLIDO SOMENTE COM O SELO DE AUTENTICIDADE

SECRETARIA DA JUSTIÇA E DEFESA DA CIDADANIA
JUNTA COMERCIAL DO ESTADO DE SÃO PAULO
CERTIFICO O REGISTRO SOB O NÚMERO 288.680/03-0
ROBERTO MINERVINO FILHO
SECRETÁRIO GERAL
JUCESP

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Roger Barude Camargo
Advogado
OAB/SP nº 187.214

DENAF 3213

EXCELENTÍSSIMO SENHOR DOUTOR PROCURADOR-GERAL DA REPÚBLICA DO MINISTÉRIO PÚBLICO FEDERAL DE BRASÍLIA/DF.

MINISTÉRIO PÚBLICO FEDERAL
PROCURADORIA GERAL DA REPÚBLICA
1.00.000.000069/2005-09

PROCURADORIA GERAL DA REPÚBLICA
CCA/SPA
17 JAN 2005

TCB – TRANSPORTES CHARTER DO BRASIL LTDA., empresa de direito privado, inscrita no CNPJ/MF sob o n.º 68.622.725/0001-89, estabelecida na cidade de Cotia/SP, na Rua Frei Caneca, n.º 23, sala 01, Granja Viana, por seus advogados e bastantes procuradores que esta subscrevem, vem, mui respeitosamente à presença de Vossa Senhoria, propor a presente

REPRESENTAÇÃO CRIMINAL

em face do Ilustríssimo Senhor **PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO DOS CORREIOS -EMPRESA BRASILEIRA DE CORREIOS E TELEGRÁFOS (ECT) - EM BRASÍLIA**, que poderá ser encontrado na SBN, Quadra 1, Bloco A, Edifício Sede da ECT, Brasília/DF, CEP: 70002-900, ou quem lhe faça às vezes, com fulcro nos artigos 82, 100 e 101, da Lei n.º 8.666/93, pela

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Roger Barude Camargo
Advogado
OAB/SP nº 187.214

DENAF 3212

EXCELENTÍSSIMO SENHOR DOUTOR PROCURADOR-GERAL DA REPÚBLICA DO MINISTÉRIO PÚBLICO FEDERAL DE BRASÍLIA/DF.

TCB – TRANSPORTES CHARTER DO BRASIL LTDA., empresa de direito privado, inscrita no CNPJ/MF sob o n.º 68.622.725/0001-89, estabelecida na cidade de Cotia/SP, na Rua Frei Caneca, n.º 23, sala 01, Granja Viana, por seus advogados e bastantes procuradores que esta subscrevem, vem, mui respeitosamente à presença de Vossa Senhoria, propor a presente

REPRESENTAÇÃO CRIMINAL

em face do Ilustríssimo Senhor **PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO DOS CORREIOS -EMPRESA BRASILEIRA DE CORREIOS E TELEGRÁFOS (ECT) - EM BRASÍLIA**, que poderá ser encontrado na SBN, Quadra 1, Bloco A, Edifício Sede da ECT, Brasília/DF, CEP: 70002-900, ou quem lhe faça às vezes, com fulcro nos artigos 82, 100 e 101, da Lei n.º 8.666/93, pela

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possível pratica do delito do artigo 90, da Lei n.º 8.666/93, valendo-se dos motivos de fato e de direito que passa a deduzir:

I – Dos fatos:

Conforme edital n.º CC006/2004 – cópia anexa -publicado no Diário Oficial de União de 25 de outubro de 2.004, a Empresa Brasileira de Correios e Telégrafos – ECT, abriu concorrência pública visando a contratação de interessadas em realizar o transporte aéreo de cargas, ficando estipulado que a efetiva abertura da mesma para o dia 25/11/04, às 9:00 h.

Como de praxe, através do edital n.º 006/2004, a ECT especificou suas necessidades de transportes e, conseqüentemente, estabeleceu as condições necessárias para que as empresas interessadas – e que se adequassem aos parâmetros exigidos -, apresentassem suas propostas para posterior análise.

Na data aprazada (25/11/04, às 9:00 h), 09 empresas participaram da licitação, sendo elas: TAF LINHAS AÉREAS S/A., SKYMASTER AIRLINES LTDA., RLA – RICO LINHAS AÉREAS S/A., VARIG LOGÍSTICA S/A., AIR BRASIL LINHAS AÉREAS LTDA., **TCB – TRANSPORTES CHARTER DO BRASIL LTDA.**, ATA – ATLÂNTICO TRANSPORTES AÉREOS LTDA., TOTAL LINHAS AÉREAS S/A. e BETA- BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA.

Para melhor elucidação, insta esclarecer que as 09 (nove) empresas acima mencionadas disputam entre si a concorrência de 11 (onze) linhas de transportes aéreos, sendo elas:

LINHAS	EMPRESAS INTERESSADAS
Linha 01 (POA/FOR)	SKYMASTER
Linha 02 (FOR/POA)	SKYMASTER
Linha 03 (REC/GRU)	BETA e AIR BRASIL
Linha 04 (FLN/BHZ)	SKYMASTER, VARIG LOG. e TOTAL
Linha 05 (BHZ/FLN)	SKYMASTER, VARIG LOG. e TOTAL

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Linha 06 (MAO/GRU)	SKYMASTER, **TCB** e BETA
Linha 07 (BEL/GIG)	VARIG LOG, TAF, ATA e RICO
Linha 08 (SLZ/SSA)	VARIG LOG e TAF
Linha 09 (PVH/GRU)	VARIG LOG e TOTAL
Linha 10 (GYN/GRU)	ATA e RICO
Linha 11 (CGR/GRU)	ATA e RICO

Todavia, logo após o credenciamento das empresas e, mais precisamente dando-se início à habilitação, foi verificado que as empresas BETA – BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA., RLA – RICO LINHAS AÉREAS S/A e AIR BRASIL LINHAS AÉREAS LTDA., **não haviam manifestado o interesse em quais linhas (itens) tinham interesse em participar da concorrência**.

Ato contínuo, o Presidente da Comissão 'convidou' tais empresas, para que manifestassem acerca de quais linhas tinham interesse em participar da concorrência.

. Entretanto, previam as letras "d", dos itens "5.1" e "5.2" do Edital n.º 006/2004/CEWL/AC, que esta relação deveria ter sido entregue anteriormente por tais empresas, como se denota pelo trecho abaixo transcrito:

> "5.1. Para empresas previamente inscritas no Cadastro de Fornecedores e Prestadores de Serviços da ECT serão exigidos:
> (...)
> d) Relação dos itens para os quais a licitante pretende apresentar proposta econômica;"
>
> "5.2. Para empresas não-inscritas no Cadastro de Fornecedores e Prestadores de Serviços da ECT serão exigidos:
> (...)
> d) Relação dos itens para os quais a licitante pretende apresentar proposta econômica;"

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Sendo assim, nota-se que as empresas BETA, RICO e AIR BRASIL deveriam ter apresentado a relação com as linhas para as quais pretendiam concorrer, juntamente com sua documentação de habilitação, sendo vedada sua apresentação posterior.

O próprio edital de concorrência, na letra "a" do item "2.5", assim disciplinou:

> "2.5. É facultada à Comissão ou a qualquer autoridade superior:
> a) promover diligências destinadas a esclarecer ou complementar a instrução do processo, em qualquer fase da Licitação, **sendo vedada a inclusão posterior de documento ou informação que deveria constar originariamente da Habilitação ou das Propostas;**
> (...)"
> (grifos nossos)

Portanto, tendo sido estipulado nas letras "d" dos itens "5.1" e "5.2" do edital em tela que as empresas deveriam apresentar a relação dos itens para os quais pretendiam apresentar proposta econômica, bem como, tendo sido vedada a inclusão posterior de documento ou informação que deveria constar originariamente na Habilitação ou das Propostas, **claro está que o 'convite' feito as empresas BETA, RICO e AIR BRASIL, não pode ser considerado válido**.

Todavia, após validar a habilitação das empresas acima mencionadas, mesmo tal decisão sendo contrária ao edital e a legislação vigente, seguiu-se a concorrência, dando-se oportunidade para que as empresas interessadas manifestassem-se sobre a análise dos documentos, ocasião em que foram feitas as argumentações abaixo transcritas:

> *"(...)O representante da empresa TAF LINHAS AÉREAS S/A fez observações em relação às empresas:*
> *a) ATA : de conformidade com o item 5.7 das disposições gerais sobre habilitação, precisamente alínea "c" a empresa ATA deixou de apresentar os seguintes documentos:*

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1- Balanço sem autenticação da Junta Comercial do Estado de Registro, conforme exigido no item 1.2 letra "a", 1.2 letra "a.1", inciso I, do Anexo 4 do Edital;
2- Aditivo de documento de capital de R$ 300.000,00 para R$ 1.200.000,00 não está autenticado pelo DAC;
3- Não existe comprovação técnica da habilitação técnica do contador pelo Conselho de Contabilidade muito menos qualquer comprovação de vínculo com a recorrida;
4- As especificações operativas estão sem autenticação;
5- Não foi apresentada cópia do contrato social autenticada, nem o próprio contrato;
6- Não apresentou inscrição Municipal;
7- Não apresentou documentação comprobatória dos poderes de representatividade para assinar balanços;
8- O balanço apresentado não especifica qual moeda lhe é atribuida;
9- Falta requisitos de admissibilidade da sócia ESC majoritária da ATA Atlântico Transporte Aéreo Ltda;
10- Há confusão na representatividade da empresa ATA na procuração de 22/nov/04 e concessão do DAC de 29/out/04;
11- O Atestado de capacidade técnica não acompanha formatação e os dados previstos no Edital (modelo Anexo 06);
12- Os atestados de capacidade técnica não foram autenticados;
b) RICO: encontra-se em desacordo com o Edital, mesmo item 5.7 - "c" seguinte:
1- O balanço não encontrava-se publicado no Diário Oficial, nem em jornal de grande circulação;
2- Não foi comprovado parecer de auditoria externa;
3- Não foi apresentado documento hábil editalício quanto autenticação do balanço ou original;
4- Não se existe documento comprobatório da vinculação e habilitação de contador;
5- Ata de data 10/agosto/2004 não encontra-se nem em original, muito menos cópia autenticada pela Junta Comercial;
6- A única aeronave constante nas especificações operativas é a PR - RLA e, referida aeronave não apresenta documentação de aeronave cargueira, ferindo portanto o objeto licitado;
7- No atestado de capacidade técnica que a empresa RICO apresentou, da empresa ACE que atestou, utiliza vôos regulares da empresa Rico, acomodando carga nos porões, e não comprova o transporte de cargas paletizadas em aeronave cargueira, visto que referida aeronave é de passageiros, conforme certificado de aeronavegabilidade;
8- No atestado de capacidade técnica não atende ao anexo 6 do Edital, e nem o item 1.4 parágrafo "c";
c) VARIG LOGÍSTICA S/A: que apresentou na certidão positiva de tributos e contribuições federais CNPJ divergente 04.066.143/0002-38 CNPJ do cadastro de pessoa jurídica 04.066.143/0001-57, sendo, portanto, tal documento inidôneo;
2- Parecer dos auditores independentes é inidôneo, pois não constam assinaturas dos subscritores mencionados;
3- Não foi apresentado documento comprobatório de vínculo do contador e auditores com a recorrida;
4- O balanço não foi publicado no Diário Oficial do Estado sede;
5- Há divergência dos representantes da empresa na publicação do balanço em jornal simples com a pessoas autorizadas estatutariamente e obrigadas a fazê-la;
6- As aeronaves PP-VLD / PP-VQV / PP-VQU / não constam nas especificações operativas da VARIG LOG. Contrariando o item 1.4.

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"a.2" do Edital apresentando 03 aeronaves arrendadas da VARIG RIO GRANDENSE S/A, empresa esta impedida de licitar com os Correios;
7- O documento expedido pelo DAC não contempla o Edital quando este exige que as aeronaves constem nas especificações operativas originais ou cópias autenticadas;
Assim, em razão da falta de cumprimento dos vários requisitos exigidos e essenciais para compor habilitação, capacidade e representação por parte das
empresas recorridas: ATA ATLÃNTICO TRANSPORTE AÉREO LTDA, RLA - RICO LINHAS AÉREAS S/A e VARIG LOGÍSTICA S/A., requerer por meio deste recurso a INABILITAÇÃO das licitantes compostas no polo passivo desta cota para fins de direito.
Pugna, ainda, pela apresentação de todas as razões e fundamentos deste recurso posteriormente no prazo estabelecido diante da Lei 8.666/93.
O representante da empresa SKYMASTER AIRLINES LTDA nada declarou.
O representante da empresa RLA - RICO LINHAS AÉREAS S/A nada declarou.
O representante da empresa VARIG LOGÍSTICA S/A apresentou ao Presidente da CEL a inclusão de arrazoado nos seguintes termos:
"Após análise do Edital de Concorrência nº 006/2004 CEL/AC, a VARIG LOGISTÍCA S/A impetrou, em 23/11/04, Mandado de Segurança individual, distribuído à 1ª Vara Federal da Seção Judiciária do Distrito Federal (Processo nº 2004.34.00045172-1) visando a preservação do interesse e erário público, por entender que o referido edital apresenta limitações à livre concorrência e à participação igualitária de todos os concorrentes.
Em r. Decisão proferida em 24/11/04 o D. Juízo de primeira instância houve por bem indeferir o pedido liminar, decisão contra a qual foi interposto recurso de agravo de instrumento, que teve indeferido o pedido liminar de antecipação da tutela recursal para suspensão da reunião desta licitação Processo nº 2004.01.000.54487-6 - 5ª turma Tribunal Regional Federal da Primeira Região.
E que pesem os indeferimentos dos pedidos de suspensão deste certame, a VARIG LOGISTICA S/A informa que estará enviando ao Ministério Público Federal, ao Tribunal de Contas da União e à Secretaria de Direito Econômico do Ministério da Justiça, pedido de apuração das questões levantadas pelo Mandado de Segurança em comento, de forma a preservar o interesse público envolvido nesta concorrência."
O representante da empresa AIR BRASIL LINHAS AÉREAS LTDA fez a observação sobre a empresa Beta de que o titulo de transferência das aeronaves PP BRI e PP BRG são apresentados em xerox sem autenticação e não está homologado pelo DAC.
O representante da empresa TCB - TRANSPORTES CHATER DO BRASIL nada declarou.
O representante da empresa ATA - ATLÂNTICO TRANSPORTE AÉREO LTDA fez considerações sobre as empresas:
a) Rico: que a aeronave 737-241 s/n 21009 encontrava-se com o C.A. suspenso;
b) TAF: a aeronave 737 PT-MTA s/n 20220 não apresenta comprovação de disponibilidade para o iníco do contrato e vigência deste visto que a vigência é

de 48 meses a partir da data de recebimento em 25/04/00 a mesma deverá ter anexado uma extensão do período de leasing em conformidade com o contrato.

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c) VARIG LOGÍSTICA: submeteu aeronaves de propriedade da VARIG (inabilitada para participar ferindo o estabelecido no edital.
O representante da empresa TOTAL LINHAS AÉREAS S/A nada declarou.
O representante da empresa BETA - BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA: fez observações sobre as seguintes empresas:
a) TCB: não apresentou Certidão da dívida Ativa da União; certificado de aeronavegabilidade expedido em 1997 está vencido e consta no site do DAC que a aeronave PP-TPC está com a vistoria vencida e situação técnica irregular; e as demais Certidões são xerox sem autenticação prevista.
b) AIR Brasil: certificado de matrícula xerox sem autenticação e em nome da ABSA; certificado de aeronavegabilidade xerox sem autenticação e em nome da ABSA como operadora; certificado de homologação de empresa de transporte aéreo é xerox, sem autenticação, duvidosos e por demonstrar rasuras e dificultando a real identificação; falta avaliação de capacidade financeira; certificado de capacidade técnica duvidoso, pois não se tem conhecimento da operação da empresa por longo tempo.
Tendo em vista manifestação da empresa ATA de que dispõe dos originais dos documentos, cujas cópias apresentadas no envelope de habilitação eram simples, sem autenticação, e que não recebeu da CEL apresentação destes originais, podendo fazê-lo neste momento, a CEL decidiu, com base no subitem 5.6 do Edital, permitir à ATA e as demais licitantes que se encontrassem nesta situação de terem apresentados cópias de documentos sem autenticação, à apresentação dos originais antes do encerramento da sessão de habilitação, para autenticação pela Comissão.
A Comissão autenticou apenas um Atestado de Capacidade Técnica e as Especificações Operativas da empresa ATA.
Diante da grande quantidade de questionamentos apresentados a CEL decidiu SUSPENDER a reunião e informou que o resultado da HABILITAÇÃO será posteriormente será publicado no DOU e a Ata de Julgamento da Habilitação disponibilizada no site www.correios.com.br; (...)"

Após tais argumentações, a Comissão Especial de Licitação SUSPENDEU a reunião e informou que o resultado da habilitação das empresas seria publicado posteriormente no Diário Oficial da União.

Posteriormente, a Comissão concluiu a análise dos documentos apresentados pelas empresas licitantes, decidindo pela **HABILITAÇÃO** das empresas **BETA – Brazilian Express Transportes Aéreos Ltda., Skymaster Airlines Ltda., TAF Linhas Aéreas S/A. e TOTAL Linhas Aéreas S/A** e, por outro lado, pela **INABILITAÇÃO** da **Requerente (TCB – Transp. Charter do Brasil Ltda), Air Brasil Linhas Aéreas Ltda., ATA – Atlântico Transporte Aéreo Ltda., RLA – Rico Linhas Aéreas S/A. e VARIG Logística S/A.**

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Sendo assim, as empresas que se sentiram prejudicadas com a decisão acima apresentaram Recurso Administrativo, sendo certo que, inclusive, a Requerente valeu-se da oportunidade para demonstrar seu inconformismo pela habilitação de empresas que não haviam cumprido as exigências do edital, como era o caso da BETA.

Assim, após a análise das razões apresentadas pelas empresas interessadas, **a Comissão MANTEVE A SUA DECISÃO ANTERIOR, inabilitando a Requerente, juntamente com as empresas Air Brasil Linhas Aéreas Ltda., ATA – Atlântico Transporte Aéreo Ltda., RLA – Rico Linhas Aéreas S/A. e VARIG Logística S/A**.

Porém, de forma surpreendente e, *"data maxima venia"*, desrespeitando os preceitos legais, a Comissão assim decidiu sobre 02 (duas) das empresas inabilitadas:

> "(...)Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transportes Aéreos Ltda. e RLA - Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente. (...)"

Entretanto, a atitude praticada pelos membros da comissão, *"data maxima venia"*, desrespeita os ditames do edital publicado, bem como fere os princípios que regem a Administração Pública. Senão vejamos.

A letra "a" do item "2.5" do edital, já transcrito acima, estipula claramente que é *"...vedada a inclusão posterior de documento ou informação que deveria constar originariamente da Habilitação ou das Propostas..."*.

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DENAF 3204

Diante disso, não há que se falar em oportunidade para nova apresentação de documentos, estes que, indubitavelmente, deveriam ter sido acostados desde o início, vez que previamente mencionados no edital.

Outrossim, vale lembrar que foram 05 (cinco) as empresas que tiveram negadas a sua habilitação – dentre elas a Requerente – mas, quando 'deu-se oportunidade' para nova apresentação da documentação para habilitação, abriu-se prazo somente para 02 (duas) delas.

Vale lembrar que o caso em apreço cuida-se de concorrência pública, onde os interessados (leia-se licitantes), devem ser tratados com igualdade de condições, justamente para preservar o ENTE PÚBLICO de eventuais fraudes ou conluios.

O artigo 37 de nossa Constituição Federal disciplina sobre as disposições gerais da Administração Pública e, mais precisamente o seu inciso XXI, obriga a manutenção da igualdade de condições entre os concorrentes, "in verbis":

> "Art. 37. A administração pública direta e indireta de qualquer dos Poderes da União, dos Estados, do Distrito Federal e dos Municípios obedecerá aos princípios de legalidade, impessoalidade, moralidade, publicidade e eficiência e, também, ao seguinte:
> (...)
> XXI - ressalvados os casos especificados na legislação, **as obras, serviços, compras e alienações serão contratados mediante processo de licitação pública que assegure igualdade de condições a todos os concorrentes**, com cláusulas que estabeleçam obrigações de pagamento, mantidas as condições efetivas da proposta, nos termos da lei, o qual somente permitirá as exigências de qualificação técnica e econômica indispensáveis à garantia do cumprimento das obrigações.
> (...)"
> (grifos nossos)

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No mesmo sentido, o Ilustre Doutrinador Dr. Alexandre de Moraes, em sua obra "Direito Constitucional", décima sexta edição, editora Atlas, São Paulo, assim lecionou sobre o tema (pág. 346):

> *"(...) se de um lado haverá necessidade de depurar, tanto quanto possível, tais atos e contratos de toda possibilidade de riscos e prejuízos afetos, geralmente, ao particular ou à empresa privada, de outro lado,* ***da parte dos fornecedores desses bens e serviços, ter-se-á de manter uma situação de igualdade e abrangência, diante da administração pública, mediante a observação do processo de concorrência de todos os interessados, que é o processo de licitação. A licitação representa, portanto, a oportunidade de atendimento ao interesse público, pelos particulares, numa situação de igualdade*** *(...)"*
> *(grifos nossos)*

A decisão administrativa que concedeu a 02 (duas) empresas que foram consideradas inabilitadas novo prazo para apresentação de documentos, deixando de estender tal oportunidade à Impetrante, fere o princípio da igualdade de condições, que norteia o processo licitatório.

Este princípio, na realidade, é chamado por Carlos Ari Sundfeld de *"...a espinha dorsal da licitação..."* (Licitação e Contrato Administrativo, 2ª edição, São Paulo, Malheiros Editores, 1995, p. 20) vez que, desde que observado, assegura aos licitantes o mesmo tratamento e uma competição legal e efetiva no certame.

Mas não é o que ocorreu no caso em tela.

No processo licitatório em discussão, o Presidente da Comissão Especial de Licitação concedeu oportunidades para algumas empresas, que não foram igualmente concedidas à requerente, fato este que, de fato, gerou um desequilíbrio entre os concorrentes.

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A Lei de Licitações (n.º 8.666, de 21 de junho de 1993), em seu Capítulo I, na Seção I, estabelece os princípios que regem os atos licitatórios – dentre eles o da igualdade -, como se constata com o artigo 3º abaixo colacionado:

> "Art. 3º A licitação destina-se a garantir a observância do princípio constitucional da isonomia e a selecionar a proposta mais vantajosa para a Administração e será processada e julgada em estrita conformidade com os princípios básicos da legalidade, da impessoalidade, da moralidade, da igualdade, da publicidade, da probidade administrativa, da vinculação ao instrumento convocatório, do julgamento objetivo e dos que lhes são correlatos.
> § 1º É vedado aos agentes públicos:
> I - admitir, prever, incluir ou tolerar, nos atos de convocação, cláusulas ou condições que comprometam, restrinjam ou frustrem o seu caráter competitivo e estabeleçam preferências ou distinções em razão da naturalidade, da sede ou domicílio dos licitantes ou de qualquer outra circunstância impertinente ou irrelevante para o específico objeto do contrato;"

E segue mais abaixo, delimitando os poderes das Comissões e delineando os parâmetros das concorrências:

> "Art. 41. A Administração não pode descumprir as normas e condições do edital, ao qual se acha estritamente vinculada:
> (...)
> § 4º A inabilitação do licitante importa preclusão do seu direito de participar das fases subseqüentes."

> "Art. 44. No julgamento das propostas, a comissão levará em consideração os critérios objetivos definidos no edital ou convite, os quais não devem contrariar as normas e princípios estabelecidos por esta Lei.
> § 1º É vedada a utilização de qualquer elemento, critério ou fator sigiloso, secreto, subjetivo ou reservado que possa ainda que indiretamente elidir o princípio da igualdade entre os licitantes.
> (...)"

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> "Art. 45. O julgamento das propostas será objetivo, devendo a Comissão de Licitação ou o responsável pelo convite realizá-lo em conformidade com os tipos de licitação, os critérios previamente estabelecidos no ato convocatório e de acordo com os fatores exclusivamente nele referidos, de maneira a possibilitar sua aferição pelos licitantes e pelos órgãos de controle."

Nota-se, que além do princípio da igualdade dos licitantes – já explicitado acima -, também foi ferido o conhecido princípio da vinculação ao instrumento convocatório (ou vinculação ao edital), onde a Administração e os licitantes ficam adstritos ao estipulado no edital de convocação, sendo vedada a mudança das regras depois de iniciado o procedimento.

Na realidade, este segundo princípio (vinculação ao edital) praticamente funde-se com o da igualdade, pois caso o julgador haja com subjetivismo no julgamento, ferirá a isonomia dos licitantes.

Vale lembrar, que o Presidente da Comissão está justificando sua atitude no sub-item "8.4" do edital n.º 006/2004, que preceitua:

> "8.4 - Quando todas as licitantes forem inabilitadas ou todas as propostas forem desclassificadas, a ECT poderá fixar às licitantes o prazo de 08 (oito) dias úteis para apresentação de nova documentação ou de outras Propostas, escoimadas das causas que as desclassificaram anteriormente."

Porém, esta oportunidade concedida pela ECT em seu edital, além de ferir o princípio da igualdade, contradiz a letra "a" do item 2.5 do mesmo edital que diz que é *"...vedada a inclusão posterior de documento ou informação que deveria constar originariamente da Habilitação ou das Propostas..."*.

Neste caso, evidente a contradição e o incompatibilidade dos itens constantes do edital que, *"data maxima venia"*, concederam ao

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Presidente dupla interpretação e a aplicação do entendimento que melhor lhe conviesse, sem atentar-se aos princípios que regem o processo de licitação.

Sendo assim, caracterizado está o descumprimento dos princípios da igualdade e vinculação ao edital pelo Presidente da Comissão Especial de Licitação dos CORREIOS, que concedeu oportunidade para empresas (BETA, RICO e AIB BRAZIL) juntarem documentos que deveriam ter sido juntados anteriormente, bem como o tratamento desigual que está sendo dado à Impetrante, uma vez que concedeu novo prazo para as concorrentes (ATA e RICO) juntarem documentos, mas não estendeu esta oportunidade à esta e as demais concorrentes inabilitadas.

Os atos praticados durante o processo licitatório em questão, são eivados de vícios e nulidades, que acarretam prejuízo não só as empresas concorrentes – como no caso da Impetrante – mas, principalmente, causa DANOS AO ENTE PÚBLICO, atitude esta que não poderá se aceita.

Insta esclarecer, que está se buscando com a presente representação criminal é que seja averiguada se foi praticado qualquer ato em desacordo com a Lei de Licitação, conforme disciplina o artigo 82 da referida Lei, ***ex vi lege***:

> "Art. 82 - Os agentes administrativos que praticarem atos em desacordo com os preceitos desta Lei ou visando a frustar os objetivos da licitação sujeitam-se às sanções previstas nesta Lei e nos regulamentos próprios, sem prejuízo das responsabilidades civil e criminal que seu ato ensejar".

Portanto, como verifica-se no caso em tela, existem irregularidades praticadas pelo Presidente da Comissão Especial de Licitação, os quais em tese podem configurar o delito do artigo 90, da Lei n.º 8.666/93, ***ex lege***:

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> "Art. 90 - Frustar ou fraudar, mediante ajuste, combinação ou qualquer outro expediente, o caráter competitivo do procedimento licitatório, com o intuito de obter, para si ou para outrem, vantagem decorrente da adjudicação do objeto da licitação".

Portanto cabe ao Douto Procurador promover a averiguação de tais fatos, a fim de poder instaurar a competente ação penal, pois como disciplina os artigos 100 e 101, da Lei n.º 8.666/93, ***in vertis***:

> " Art. 100 - Os crimes definidos nesta Lei são de ação penal pública incondicionada, cabendo ao Ministério Público promovê-la".
>
> " Art. 101 - Qualquer pessoa poderá provocar, para os efeitos desta Lei, a iniciativa do Ministério Público, fornecendo-lhe, por escrito, informações sobre o fato e sua autoria, bem como as circunstâncias em que se deu a ocorrência".

E caso Vossa Excelência não venha a promover a competente ação penal ou, pelo menos, requisitar a instauração do competente Inquérito Policial, a Lei de Licitação concede no artigo 103, a possibilidade da requerente promover de forma subsidiária a ação penal privada, a fim de evitar que não tenha punição para o agente administrativo que tenha agido em desacordo com a Lei de Licitação, ***ex vi***:

> " Art. 103 - Será admitida ação penal privada subsidiaria da pública, se esta não for ajuizada no prazo legal, aplicando-se, no que couber, o disposto nos arts. 29 e 30 do Código de Processo Penal".

Vale lembrar, que não está se discutindo a validade ou não da documentação que está sendo impugnada e exigida de uma ou outra empresa, mas sim a ILEGALIDADE NOS ATOS PRATICADOS na presente

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licitação, que fere Direitos e Princípios básicos, não só de particulares, como também da própria Administração.

Desta forma, fica claro que existem irregularidades e nulidades, praticadas pelo Presidente da Comissão em epígrafe, as quais devem ser averiguadas pelo Digno Procurador da República, a fim de evitar quaisquer danos que possam vir a ser causados ao Erário Público, por atos praticados pelo Presidente da Comissão Especial de Licitação dos Correios.

Ante o exposto, requer-se de Vossa Excelência a averiguação e verificação do processo licitatório n.º 006/2004, a fim de constatar as irregularidades e nulidades que venham a prejudicar a Administração Pública para, ao final, propor a competente ação penal pública incondicionada, em face do Presidente da Comissão Especial de Licitação dos Correios - Empresa Brasileira de Correios e Telégrafos (ECT) - em Brasília, ou quem lhe faça as vezes.

Termos em que,
Pede e espera deferimento.

Brasília/DF, 07 de janeiro de 2.005.

ROGER BARUDE CAMARGO
OAB/SP N.º 187.214

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Roger Barude Camargo
Advogado
OAB/SP nº 187.214

DENAF 3197

EXCELENTÍSSIMO SENHOR DOUTOR PRESIDENTE DO TRIBUNAL DE CONTAS DA UNIÃO – BRASÍLIA/DF.

TRIBUNAL DE CONTAS DA UNIÃO
Serviço de Protocolo e Expedição
07/ JAN 2005
Entregue

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TCB – TRANSPORTES CHARTER DO BRASIL LTDA., empresa de direito privado, inscrita no CNPJ/MF sob o n.º 68.622.725/0001-89, estabelecida na cidade de Cotia/SP, na Rua Frei Caneca, n.º 23, sala 01, Granja Viana, por seus advogados e bastantes procuradores que esta subscrevem, vem, mui respeitosamente à presença de Vossa Senhoria, propor a presente

REPRESENTAÇÃO

em face do Ilustríssimo Senhor **PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO DOS CORREIOS -EMPRESA BRASILEIRA DE CORREIOS E TELEGRÁFOS (ECT) - EM BRASÍLIA**, que poderá ser encontrado na SBN, Quadra 1, Bloco A, Edifício Sede da ECT, Brasília/DF, CEP: 70002-900, ou quem lhe faça às vezes, com fulcro no artigo 102, da Lei de Licitação (Lei n.º 8.666 de 21

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Roger Barude Camargo
Advogado
OAB/SP nº 187.214

DENAF 3196

EXCELENTÍSSIMO SENHOR DOUTOR PRESIDENTE DO TRIBUNAL DE CONTAS DA UNIÃO – BRASÍLIA/DF.

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de junho de 1993), valendo-se dos motivos de fato e de direito que passa a deduzir:

I – Dos fatos:

Conforme edital n.º CC006/2004 – cópia anexa -publicado no Diário Oficial de União de 25 de outubro de 2.004, a Empresa Brasileira de Correios e Telégrafos – ECT, abriu concorrência pública visando a contratação de interessadas em realizar o transporte aéreo de cargas, ficando estipulado que a efetiva abertura da mesma para o dia 25/11/04, às 9:00 h.

Como de praxe, através do edital n.º 006/2004, a ECT especificou suas necessidades de transportes e, conseqüentemente, estabeleceu as condições necessárias para que as empresas interessadas – e que se adequassem aos parâmetros exigidos -, apresentassem suas propostas para posterior análise.

Na data aprazada (25/11/04, às 9:00 h), 09 empresas participaram da licitação, sendo elas: TAF LINHAS AÉREAS S/A., SKYMASTER AIRLINES LTDA., RLA – RICO LINHAS AÉREAS S/A., VARIG LOGÍSTICA S/A., AIR BRASIL LINHAS AÉREAS LTDA., **TCB – TRANSPORTES CHARTER DO BRASIL LTDA.**, ATA – ATLÂNTICO TRANSPORTES AÉREOS LTDA., TOTAL LINHAS AÉREAS S/A. e BETA- BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA.

Para melhor elucidação, insta esclarecer que as 09 (nove) empresas acima mencionadas disputam entre si a concorrência de 11 (onze) linhas de transportes aéreos, sendo elas:

LINHAS	EMPRESAS INTERESSADAS
Linha 01 (POA/FOR)	SKYMASTER
Linha 02 (FOR/POA)	SKYMASTER
Linha 03 (REC/GRU)	BETA e AIR BRASIL
Linha 04 (FLN/BHZ)	SKYMASTER, VARIG LOG. e TOTAL
Linha 05 (BHZ/FLN)	SKYMASTER, VARIG LOG. e TOTAL

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Linha 06 (MAO/GRU)	SKYMASTER, **TCB** e BETA
Linha 07 (BEL/GIG)	VARIG LOG, TAF, ATA e RICO
Linha 08 (SLZ/SSA)	VARIG LOG e TAF
Linha 09 (PVH/GRU)	VARIG LOG e TOTAL
Linha 10 (GYN/GRU)	ATA e RICO
Linha 11 (CGR/GRU)	ATA e RICO

Todavia, logo após o credenciamento das empresas e, mais precisamente dando-se início à habilitação, foi verificado que as empresas BETA – BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA., RLA – RICO LINHAS AÉREAS S/A e AIR BRASIL LINHAS AÉREAS LTDA., **não haviam manifestado o interesse em quais linhas (itens) tinham interesse em participar da concorrência**.

Ato contínuo, o Presidente da Comissão 'convidou' tais empresas, para que manifestassem acerca de quais linhas tinham interesse em participar da concorrência.

Entretanto, previam as letras "d", dos itens "5.1" e "5.2" do Edital n.º 006/2004/CEWL/AC, que esta relação deveria ter sido entregue anteriormente por tais empresas, como se denota pelo trecho abaixo transcrito:

> "5.1. Para empresas previamente inscritas no Cadastro de Fornecedores e Prestadores de Serviços da ECT serão exigidos:
> (...)
> d) Relação dos itens para os quais a licitante pretende apresentar proposta econômica;"
>
> "5.2. Para empresas não-inscritas no Cadastro de Fornecedores e Prestadores de Serviços da ECT serão exigidos:
> (...)
> d) Relação dos itens para os quais a licitante pretende apresentar proposta econômica;"

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Sendo assim, nota-se que as empresas BETA, RICO e AIR BRASIL deveriam ter apresentado a relação com as linhas para as quais pretendiam concorrer, juntamente com sua documentação de habilitação, sendo vedada sua apresentação posterior.

O próprio edital de concorrência, na letra "a" do item "2.5", assim disciplinou:

> "2.5. É facultada à Comissão ou a qualquer autoridade superior:
> a) promover diligências destinadas a esclarecer ou complementar a instrução do processo, em qualquer fase da Licitação, **sendo vedada a inclusão posterior de documento ou informação que deveria constar originariamente da Habilitação ou das Propostas;**
> (...)"
> (grifos nossos)

Portanto, tendo sido estipulado nas letras "d" dos itens "5.1" e "5.2" do edital em tela que as empresas deveriam apresentar a relação dos itens para os quais pretendiam apresentar proposta econômica, bem como, tendo sido vedada a inclusão posterior de documento ou informação que deveria constar originariamente na Habilitação ou das Propostas, **claro está que o 'convite' feito as empresas BETA, RICO e AIR BRASIL, não pode ser considerado válido**.

Todavia, após validar a habilitação das empresas acima mencionadas, mesmo tal decisão sendo contrária ao edital e a legislação vigente, seguiu-se a concorrência, dando-se oportunidade para que as empresas interessadas manifestassem-se sobre a análise dos documentos, ocasião em que foram feitas as argumentações abaixo transcritas:

> *"(...)O representante da empresa TAF LINHAS AÉREAS S/A fez observações em relação às empresas:*
> *a) ATA : de conformidade com o item 5.7 das disposições gerais sobre habilitação, precisamente alínea "c" a empresa ATA deixou de apresentar os seguintes documentos:*

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1- Balanço sem autenticação da Junta Comercial do Estado de Registro, conforme exigido no item 1.2 letra "a", 1.2 letra "a.1", inciso I, do Anexo 4 do Edital;
2- Aditivo de documento de capital de R$ 300.000,00 para R$ 1.200.000,00 não está autenticado pelo DAC;
3- Não existe comprovação técnica da habilitação técnica do contador pelo Conselho de Contabilidade muito menos qualquer comprovação de vínculo com a recorrida;
4- As especificações operativas estão sem autenticação;
5- Não foi apresentada cópia do contrato social autenticada, nem o próprio contrato;
6- Não apresentou inscrição Municipal;
7- Não apresentou documentação comprobatória dos poderes de representatividade para assinar balanços;
8- O balanço apresentado não especifica qual moeda lhe é atribuida;
9- Falta requisitos de admissibilidade da sócia ESC majoritária da ATA Atlântico Transporte Aéreo Ltda;
10- Há confusão na representatividade da empresa ATA na procuração de 22/nov/04 e concessão do DAC de 29/out/04;
11- O Atestado de capacidade técnica não acompanha formatação e os dados previstos no Edital (modelo Anexo 06);
12- Os atestados de capacidade técnica não foram autenticados;
b) RICO: encontra-se em desacordo com o Edital, mesmo item 5.7 - "c" seguinte:
1- O balanço não encontrava-se publicado no Diário Oficial, nem em jornal de grande circulação;
2- Não foi comprovado parecer de auditoria externa;
3- Não foi apresentado documento hábil editalício quanto autenticação do balanço ou original;
4- Não se existe documento comprobatório da vinculação e habilitação de contador;
5- Ata de data 10/agosto/2004 não encontra-se nem em original, muito menos cópia autenticada pela Junta Comercial;
6- A única aeronave constante nas especificações operativas é a PR - RLA e, referida aeronave não apresenta documentação de aeronave cargueira, ferindo portanto o objeto licitado;
7- No atestado de capacidade técnica que a empresa RICO apresentou, da empresa ACE que atestou, utiliza vôos regulares da empresa Rico, acomodando carga nos porões, e não comprova o transporte de cargas paletizadas em aeronave cargueira, visto que referida aeronave é de passageiros, conforme certificado de aeronavegabilidade;
8- No atestado de capacidade técnica não atende ao anexo 6 do Edital, e nem o item 1.4 parágrafo "c";
c) VARIG LOGÍSTICA S/A: que apresentou na certidão positiva de tributos e contribuições federais CNPJ divergente 04.066.143/0002-38 CNPJ do cadastro de pessoa jurídica 04.066.143/0001-57, sendo, portanto, tal documento inidôneo;
2- Parecer dos auditores independentes é inidôneo, pois não constam assinaturas dos subscritores mencionados;
3- Não foi apresentado documento comprobatório de vínculo do contador e auditores com a recorrida;
4- O balanço não foi publicado no Diário Oficial do Estado sede;
5- Há divergência dos representantes da empresa na publicação do balanço em jornal simples com a pessoas autorizadas estatutariamente e obrigadas a fazê-la;
6- As aeronaves PP-VLD / PP-VQV / PP-VQU / não constam nas especificações operativas da VARIG LOG. Contrariando o item 1.4

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"a.2" do Edital apresentando 03 aeronaves arrendadas da VARIG RIO GRANDENSE S/A, empresa esta impedida de licitar com os Correios;
7- O documento expedido pelo DAC não contempla o Edital quando este exige que as aeronaves constem nas especificações operativas originais ou cópias autenticadas;
Assim, em razão da falta de cumprimento dos vários requisitos exigidos e essenciais para compor habilitação, capacidade e representação por parte das
empresas recorridas: ATA ATLÃNTICO TRANSPORTE AÉREO LTDA, RLA - RICO LINHAS AÉREAS S/A e VARIG LOGÍSTICA S/A., requerer por meio deste recurso a INABILITAÇÃO das licitantes compostas no polo passivo desta cota para fins de direito.
Pugna, ainda, pela apresentação de todas as razões e fundamentos deste recurso posteriormente no prazo estabelecido diante da Lei 8.666/93.
O representante da empresa SKYMASTER AIRLINES LTDA nada declarou.
O representante da empresa RLA - RICO LINHAS AÉREAS S/A nada declarou.
O representante da empresa VARIG LOGÍSTICA S/A apresentou ao Presidente da CEL a inclusão de arrazoado nos seguintes termos:
"Após análise do Edital de Concorrência nº 006/2004 CEL/AC, a VARIG LOGISTÍCA S/A impetrou, em 23/11/04, Mandado de Segurança individual, distribuído à 1ª Vara Federal da Seção Judiciária do Distrito Federal (Processo nº 2004.34.00045172-1) visando a preservação do interesse e erário público, por entender que o referido edital apresenta limitações à livre concorrência e à participação igualitária de todos os concorrentes.
Em r. Decisão proferida em 24/11/04 o D. Juízo de primeira instância houve por bem indeferir o pedido liminar, decisão contra a qual foi interposto recurso de agravo de instrumento, que teve indeferido o pedido liminar de antecipação da tutela recursal para suspensão da reunião desta licitação Processo nº 2004.01.000.54487-6 - 5ª turma Tribunal Regional Federal da Primeira Região.
E que pesem os indeferimentos dos pedidos de suspensão deste certame, a VARIG LOGISTICA S/A informa que estará enviando ao Ministério Público Federal, ao Tribunal de Contas da União e à Secretaria de Direito Econômico do Ministério da Justiça, pedido de apuração das questões levantadas pelo Mandado de Segurança em comento, de forma a preservar o interesse público envolvido nesta concorrência."
O representante da empresa AIR BRASIL LINHAS AÉREAS LTDA fez a observação sobre a empresa Beta de que o titulo de transferência das aeronaves PP BRI e PP BRG são apresentados em xerox sem autenticação e não está homologado pelo DAC.
O representante da empresa TCB - TRANSPORTES CHATER DO BRASIL nada declarou.
O representante da empresa ATA - ATLÂNTICO TRANSPORTE AÉREO LTDA fez considerações sobre as empresas:
a) Rico: que a aeronave 737-241 s/n 21009 encontrava-se com o C.A. suspenso;
b) TAF: a aeronave 737 PT-MTA s/n 20220 não apresenta comprovação de disponibilidade para o iníco do contrato e vigência deste visto que a vigência é

de 48 meses a partir da data de recebimento em 25/04/00 a mesma deverá ter anexado uma extensão do período de leasing em conformidade com o contrato.

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c) VARIG LOGÍSTICA: submeteu aeronaves de propriedade da VARIG (inabilitada para participar ferindo o estabelecido no edital.
O representante da empresa TOTAL LINHAS AÉREAS S/A nada declarou.
O representante da empresa BETA - BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA: fez observações sobre as seguintes empresas:
a) TCB: não apresentou Certidão da dívida Ativa da União; certificado de aeronavegabilidade expedido em 1997 está vencido e consta no site do DAC que a aeronave PP-TPC está com a vistoria vencida e situação técnica irregular; e as demais Certidões são xerox sem autenticação prevista.
b) AIR Brasil: certificado de matrícula xerox sem autenticação e em nome da ABSA; certificado de aeronavegabilidade xerox sem autenticação e em nome da ABSA como operadora; certificado de homologação de empresa de transporte aéreo é xerox, sem autenticação, duvidosos e por demonstrar rasuras e dificultando a real identificação; falta avaliação de capacidade financeira; certificado de capacidade técnica duvidoso, pois não se tem conhecimento da operação da empresa por longo tempo.
Tendo em vista manifestação da empresa ATA de que dispõe dos originais dos documentos, cujas cópias apresentadas no envelope de habilitação eram simples, sem autenticação, e que não recebeu da CEL apresentação destes originais, podendo fazê-lo neste momento, a CEL decidiu, com base no subitem 5.6 do Edital, permitir à ATA e as demais licitantes que se encontrassem nesta situação de terem apresentados cópias de documentos sem autenticação, à apresentação dos originais antes do encerramento da sessão de habilitação, para autenticação pela Comissão.
A Comissão autenticou apenas um Atestado de Capacidade Técnica e as Especificações Operativas da empresa ATA.
Diante da grande quantidade de questionamentos apresentados a CEL decidiu SUSPENDER a reunião e informou que o resultado da HABILITAÇÃO será posteriormente será publicado no DOU e a Ata de Julgamento da Habilitação disponibilizada no site www.correios.com.br; (...)"

Após tais argumentações, a Comissão Especial de Licitação SUSPENDEU a reunião e informou que o resultado da habilitação das empresas seria publicado posteriormente no Diário Oficial da União.

Posteriormente, a Comissão concluiu a análise dos documentos apresentados pelas empresas licitantes, decidindo pela **HABILITAÇÃO** das empresas **BETA – Brazilian Express Transportes Aéreos Ltda., Skymaster Airlines Ltda., TAF Linhas Aéreas S/A. e TOTAL Linhas Aéreas S/A** e, por outro lado, pela **INABILITAÇÃO** da **Licitante (TCB – Transp. Charter do Brasil Ltda), Air Brasil Linhas Aéreas Ltda., ATA – Atlântico Transporte Aéreo Ltda., RLA – Rico Linhas Aéreas S/A. e VARIG Logística S/A.**

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Sendo assim, as empresas que se sentiram prejudicadas com a decisão acima apresentaram Recurso Administrativo, sendo certo que, inclusive, a Licitante valeu-se da oportunidade para demonstrar seu inconformismo pela habilitação de empresas que não haviam cumprido as exigências do edital, como era o caso da BETA.

Assim, após a análise das razões apresentadas pelas empresas interessadas, **a Comissão MANTEVE A SUA DECISÃO ANTERIOR, inabilitando a Licitante, juntamente com as empresas Air Brasil Linhas Aéreas Ltda., ATA – Atlântico Transporte Aéreo Ltda., RLA – Rico Linhas Aéreas S/A. e VARIG Logística S/A**.

Porém, de forma surpreendente e, *"data maxima venia"*, desrespeitando os preceitos legais, a Comissão assim decidiu sobre 02 (duas) das empresas inabilitadas:

> "(...)Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transportes Aéreos Ltda. e RLA - Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente. (...)"

Entretanto, a atitude praticada pelos membros da comissão, *"data maxima venia"*, desrespeita os ditames do edital publicado, bem como fere os princípios que regem a Administração Pública. Senão vejamos.

A letra "a" do item "2.5" do edital, já transcrito acima, estipula claramente que é *"...vedada a inclusão posterior de documento ou informação que deveria constar originariamente da Habilitação ou das Propostas..."*.

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Diante disso, não há que se falar em oportunidade para nova apresentação de documentos, estes que, indubitavelmente, deveriam ter sido acostados desde o início, vez que previamente mencionados no edital.

Outrossim, vale lembrar que foram 05 (cinco) as empresas que tiveram negadas a sua habilitação – dentre elas a Licitante – mas, quando 'deu-se oportunidade' para nova apresentação da documentação para habilitação, abriu-se prazo somente para 02 (duas) delas.

Vale lembrar que o caso em apreço cuida-se de concorrência pública, onde os interessados (leia-se licitantes), devem ser tratados com igualdade de condições, justamente para preservar o ENTE PÚBLICO de eventuais fraudes ou conluios.

O artigo 37 de nossa Constituição Federal disciplina sobre as disposições gerais da Administração Pública e, mais precisamente o seu inciso XXI, obriga a manutenção da igualdade de condições entre os concorrentes, "in verbis":

> "Art. 37. A administração pública direta e indireta de qualquer dos Poderes da União, dos Estados, do Distrito Federal e dos Municípios obedecerá aos princípios de legalidade, impessoalidade, moralidade, publicidade e eficiência e, também, ao seguinte:
> (...)
> XXI - ressalvados os casos especificados na legislação, **as obras, serviços, compras e alienações serão contratados mediante processo de licitação pública que assegure igualdade de condições a todos os concorrentes**, com cláusulas que estabeleçam obrigações de pagamento, mantidas as condições efetivas da proposta, nos termos da lei, o qual somente permitirá as exigências de qualificação técnica e econômica indispensáveis à garantia do cumprimento das obrigações.
> (...)"
> (grifos nossos)

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No mesmo sentido, o Ilustre Doutrinador Dr. Alexandre de Moraes, em sua obra "Direito Constitucional", décima sexta edição, editora Atlas, São Paulo, assim lecionou sobre o tema (pág. 346):

> *"(...) se de um lado haverá necessidade de depurar, tanto quanto possível, tais atos e contratos de toda possibilidade de riscos e prejuízos afetos, geralmente, ao particular ou à empresa privada, de outro lado,* ***da parte dos fornecedores desses bens e serviços, ter-se-á de manter uma situação de igualdade e abrangência, diante da administração pública, mediante a observação do processo de concorrência de todos os interessados, que é o processo de licitação. A licitação representa, portanto, a oportunidade de atendimento ao interesse público, pelos particulares, numa situação de igualdade*** *(...)"*
> *(grifos nossos)*

A decisão administrativa que concedeu a 02 (duas) empresas que foram consideradas inabilitadas novo prazo para apresentação de documentos, deixando de estender tal oportunidade à Impetrante, fere o princípio da igualdade de condições, que norteia o processo licitatório.

Este princípio, na realidade, é chamado por Carlos Ari Sundfeld de *"...a espinha dorsal da licitação..."* (Licitação e Contrato Administrativo, 2ª edição, São Paulo, Malheiros Editores, 1995, p. 20) vez que, desde que observado, assegura aos licitantes o mesmo tratamento e uma competição legal e efetiva no certame.

Mas não é o que ocorreu no caso em tela.

No processo licitatório em discussão, o Presidente da Comissão Especial de Licitação concedeu oportunidades para algumas empresas, que não foram igualmente concedidas à Licitante, fato este que, de fato, gerou um desequilíbrio entre os concorrentes.

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A Lei de Licitações (n.º 8.666, de 21 de junho de 1993), em seu Capítulo I, na Seção I, estabelece os princípios que regem os atos licitatórios – dentre eles o da igualdade -, como se constata com o artigo 3º abaixo colacionado:

> "Art. 3º A licitação destina-se a garantir a observância do princípio constitucional da isonomia e a selecionar a proposta mais vantajosa para a Administração e será processada e julgada em estrita conformidade com os princípios básicos da legalidade, da impessoalidade, da moralidade, da igualdade, da publicidade, da probidade administrativa, da vinculação ao instrumento convocatório, do julgamento objetivo e dos que lhes são correlatos.
> § 1º É vedado aos agentes públicos:
> I - admitir, prever, incluir ou tolerar, nos atos de convocação, cláusulas ou condições que comprometam, restrinjam ou frustrem o seu caráter competitivo e estabeleçam preferências ou distinções em razão da naturalidade, da sede ou domicílio dos licitantes ou de qualquer outra circunstância impertinente ou irrelevante para o específico objeto do contrato;"

E segue mais abaixo, delimitando os poderes das Comissões e delineando os parâmetros das concorrências:

> "Art. 41. A Administração não pode descumprir as normas e condições do edital, ao qual se acha estritamente vinculada:
> (...)
> § 4º A inabilitação do licitante importa preclusão do seu direito de participar das fases subseqüentes."

> "Art. 44. No julgamento das propostas, a comissão levará em consideração os critérios objetivos definidos no edital ou convite, os quais não devem contrariar as normas e princípios estabelecidos por esta Lei.
> § 1º É vedada a utilização de qualquer elemento, critério ou fator sigiloso, secreto, subjetivo ou reservado que possa ainda que indiretamente elidir o princípio da igualdade entre os licitantes.
> (...)"

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> "Art. 45. O julgamento das propostas será objetivo, devendo a Comissão de Licitação ou o responsável pelo convite realizá-lo em conformidade com os tipos de licitação, os critérios previamente estabelecidos no ato convocatório e de acordo com os fatores exclusivamente nele referidos, de maneira a possibilitar sua aferição pelos licitantes e pelos órgãos de controle."

Nota-se, que além do princípio da igualdade dos licitantes – já explicitado acima -, também foi ferido o conhecido princípio da vinculação ao instrumento convocatório (ou vinculação ao edital), onde a Administração e os licitantes ficam adstritos ao estipulado no edital de convocação, sendo vedada a mudança das regras depois de iniciado o procedimento.

Na realidade, este segundo princípio (vinculação ao edital) praticamente funde-se com o da igualdade, pois caso o julgador haja com subjetivismo no julgamento, ferirá a isonomia dos licitantes.

Vale lembrar, que o Presidente da Comissão está justificando sua atitude no sub-item "8.4" do edital n.º 006/2004, que preceitua:

> "8.4 - Quando todas as licitantes forem inabilitadas ou todas as propostas forem desclassificadas, a ECT poderá fixar às licitantes o prazo de 08 (oito) dias úteis para apresentação de nova documentação ou de outras Propostas, escoimadas das causas que as desclassificaram anteriormente."

Porém, esta oportunidade concedida pela ECT em seu edital, além de ferir o princípio da igualdade, contradiz a letra "a" do item 2.5 do mesmo edital que diz que é *"...vedada a inclusão posterior de documento ou informação que deveria constar originariamente da Habilitação ou das Propostas..."*.

Neste caso, evidente a contradição e o incompatibilidade dos itens constantes do edital que, *"data maxima venia"*, concederam ao

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Presidente dupla interpretação e a aplicação do entendimento que melhor lhe conviesse, sem atentar-se aos princípios que regem o processo de licitação.

Sendo assim, caracterizado está o descumprimento dos princípios da igualdade e vinculação ao edital pelo Presidente da Comissão Especial de Licitação dos CORREIOS, que concedeu oportunidade para empresas (BETA, RICO e AIB BRAZIL) juntarem documentos que deveriam ter sido juntados anteriormente, bem como o tratamento desigual que está sendo dado à Impetrante, uma vez que concedeu novo prazo para as concorrentes (ATA e RICO) juntarem documentos, mas não estendeu esta oportunidade à esta e as demais concorrentes inabilitadas.

Os atos praticados durante o processo licitatório em questão, são eivados de vícios e nulidades, que acarretam prejuízo não só as empresas concorrentes – como no caso da Impetrante – mas, principalmente, causa DANOS AO ENTE PÚBLICO, atitude esta que não poderá se aceita.

Insta esclarecer, que está sendo buscado com a presente representação é garantir que as regras constitucionais referentes a licitação sejam obedecidas e aplicadas, mas como pode verificar-se tais regras foram desrespeitadas pelo Presidente da Comissão em epígrafe.

Vale lembrar, que não está se discutindo a validade ou não da documentação que está sendo impugnada e exigida de uma ou outra empresa, mas sim a ILEGALIDADE NOS ATOS PRATICADOS na presente licitação, que fere Direitos e Princípios básicos, não só de particulares, como também da própria Administração.

Desta forma, fica claro que existem irregularidades e nulidades, praticadas pelo Presidente da Comissão em epígrafe, as quais devem ser averiguadas por este egrégio Tribunal, para evitar quaisquer danos que

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possam vir a ser causados por atos praticados pelo agente administrativo, pois como determina o artigo 102, da Lei de Licitação, ***ex vi lege***:

> "Art. 102 - Quando em autos ou documentos de que conhecerem, os magistrados, os membros dos Tribunais ou Conselhos de Contas ou os titulares dos órgãos integrantes do sistema de controle interno de qualquer dos Poderes, verificarem a existência dos crimes definidos nesta Lei remeterão ao Ministério Público as cópias e os documentos necessários ao oferecimento da denúncia".

Ante o exposto, requer-se de Vossa Senhoria a averiguação dos fatos alegados, e caso entenda necessário suspender o processo licitatório até que seja prestado esclarecimentos pelo Presidente da Comissão Especial de Licitação dos Correios - Empresa Brasileira de Correios e Telégrafos (ECT) - em Brasília, por todos os atos praticados pelo mesmo.

Termos em que,
Pede e espera deferimento.

Brasília/DF, 07 de janeiro de 2.005.

ROGER BARUDE CAMARGO
OAB/SP N.º 187.214

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CORREIOS

Carta – 001/2005 – CEL/AC

Brasília, DF, 06 de janeiro de 2005.

A Sua Senhoria o Senhor
Orlando Menezes Filho
Representante Legal da Air Brasil Linhas Aéreas Ltda
Fax: (011) 5032-1638

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Em complementação à Carta – 020/2004 – CEL/AC, informamos a V.Sª que a Reunião de Licitação ocorrerá às 09 horas do dia 11 de janeiro de 2005, no Salão Nobre do Edifício Sede da Administração Central da Empresa Brasileira de Correios e Telégrafos, situado no Setor Bancário Norte, Quadra 1, Bloco A, 1ª sobreloja – Brasília – DF.

Lembramos que as empresas deverão se fazer representar credenciando seu representante no ato da abertura da Reunião, conforme dispõe os subitens 4.1 a 4.3 do Edital.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

Moises Gomes da Silva
Consulter / DIRAD
Mat. 8.016.511-4

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** RELATORIO DE ATIVIDADE **

No. de Id.
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** TRANSMISSAO **

No.	DATA	INICIO	DURACAO	IDENTIFICACAO	MODO	PAGINA	RESULT.
1	JAN 6	11:14	1'42"	55 19 37257707	G3	1	O.K.
2	JAN 6	11:16	1'05"	6521163	G3	1	O.K.
3	JAN 6	11:18	55"	64452410	G3	1	O.K.
4	JAN 6	11:23	40"		G3	0	E F0
5	JAN 6	11:34	48"	55 85 2579831	G3	1	O.K.
6	JAN 6	11:35	43"	553134909710	G3	1	O.K.

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No.	DATA	INICIO	DURACAO	IDENTIFICACAO	MODO	PAGINA	RESULT.
1	JAN 4	11:58	2'30"		G3	3	O.K.
2	JAN 4	12:55	13'04"		G3	12	E 56
3	JAN 4	13:09	59"		G3	1	O.K.
4	JAN 4	14:37	2'04"	3617649	G3	3	O.K.
5	JAN 4	17:01	2'54"		G3	5	O.K.
	JAN 4	20:21	51"		G3	1	O.K.
	JAN 5	14:09	10'32"		G3	14	O.K.
8	JAN 5	14:20	3'39"		G3	4	O.K.
9	JAN 5	14:43	2'33"	0613421670	G3	1	O.K.
10	JAN 5	18:41	41"		G3	1	O.K.
11	JAN 6	6:30	46"	5133617559	G3	1	O.K.
12	JAN 6	9:10	41"		G3	1	O.K.

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CORREIOS

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Carta – 001/2005 – CEL/AC

Brasília, DF, 06 de janeiro de 2005.

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Reunião de licitação

Prezado Senhor,

Em complementação à Carta – 020/2004 – CEL/AC, informamos a V.Sª que a Reunião de Licitação ocorrerá às 09 horas do dia 11 de janeiro de 2005, no Salão Nobre do Edifício Sede da Administração Central da Empresa Brasileira de Correios e Telégrafos, situado no Setor Bancário Norte, Quadra 1, Bloco A, 1ª sobreloja – Brasília – DF.

Lembramos que as empresas deverão se fazer representar credenciando seu representante no ato da abertura da Reunião, conforme dispõe os subitens 4.1 a 4.3 do Edital.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

Moises Gomes da Silva
Consulter / DIRAD
Mat. 8.810.511-4

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Carta – 001/2005 – CEL/AC

Brasília, DF, 06 de janeiro de 2004.

A Sua Senhoria o Senhor
Alfredo Meister Neto
Representante Legal da Total Linhas Aéreas S/A
Fax: (031) 3490 - 9710

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Em complementação à Carta – 020/2004 – CEL/AC, informamos a V.Sª que a Reunião de Licitação ocorrerá às 09 horas do dia 11 de janeiro de 2005, no Salão Nobre do Edifício Sede da Administração Central da Empresa Brasileira de Correios e Telégrafos, situado no Setor Bancário Norte, Quadra 1, Bloco A, 1ª sobreloja – Brasília – DF.

Lembramos que as empresas deverão se fazer representar credenciando seu representante no ato da abertura da Reunião, conforme dispõe os subitens 4.1 a 4.3 do Edital.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

Marcos Gomes da Silva
Consulter / DIRAD
Mat. 8.010.511-4

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Carta – 001/2005 – CEL/AC

Brasília, DF, 06 de janeiro de 2005.

A Sua Senhoria o Senhor
Fabiano Gadelha de Moura
Representante Legal da ATA – Atlântico Transporte Aéreo Ltda
Fax: (085) 3257-9831

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Em complementação à Carta – 020/2004 – CEL/AC, informamos a V.Sª que a Reunião de Licitação ocorrerá às 09 horas do dia 11 de janeiro de 2005, no Salão Nobre do Edifício Sede da Administração Central da Empresa Brasileira de Correios e Telégrafos, situado no Setor Bancário Norte, Quadra 1, Bloco A, 1ª sobreloja – Brasília – DF.

Lembramos que as empresas deverão se fazer representar credenciando seu representante no ato da abertura da Reunião, conforme dispõe os subitens 4.1 a 4.3 do Edital.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

Marcos Gomes da Silva
Consulter / DIRAD
Mat. 8.818.511-4

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CORREIOS

Carta – 001/2005 – CEL/AC

Brasília, DF, 06 de janeiro de 2005.

A Sua Senhoria o Senhor
Irapuan Falcão de Albuquerque
Representante Legal da BETA – Brazilian Express Transportes Aéreos Ltda
Fax: (011) 6445-2410

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Em complementação à Carta – 020/2004 – CEL/AC, informamos a V.Sª que a Reunião de Licitação ocorrerá às 09 horas do dia 11 de janeiro de 2005, no Salão Nobre do Edifício Sede da Administração Central da Empresa Brasileira de Correios e Telégrafos, situado no Setor Bancário Norte, Quadra 1, Bloco A, 1ª sobreloja – Brasília – DF.

Lembramos que as empresas deverão se fazer representar credenciando seu representante no ato da abertura da Reunião, conforme dispõe os subitens 4.1 a 4.3 do Edital.

Atenciosamente,

MAURÍCIO CORRÊA MADUREIRA
Presidente da Comissão

Marcos Gomes da Silva
Consultor / DIRAD
Mat. 8.016.511-4

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CORREIOS

OK

DENAF 3176

Carta – 001/2005 – CEL/AC

Brasília, DF, 06 de janeiro de 2005.

A Sua Senhoria o Senhor
Atila Yurtsever
Representante Legal da RLA – Rico Linhas Aéreas S/A
Fax: (092) 652-1163

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Em complementação à Carta – 020/2004 – CEL/AC, informamos a V.Sª que a Reunião de Licitação ocorrerá às 09 horas do dia 11 de janeiro de 2005, no Salão Nobre do Edifício Sede da Administração Central da Empresa Brasileira de Correios e Telégrafos, situado no Setor Bancário Norte, Quadra 1, Bloco A, 1ª sobreloja – Brasília – DF.

Lembramos que as empresas deverão se fazer representar credenciando seu representante no ato da abertura da Reunião, conforme dispõe os subitens 4.1 a 4.3 do Edital.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

Marcos Gomes da Silva
Consultor / DIRAD
Mat. 8.010.511-4

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0713
Doc: 3675

CORREIOS

DENAF 3475

Carta – 001/2005 – CEL/AC

Brasília, DF, 06 de janeiro de 2005.

A Sua Senhoria o Senhor
Luiz Otávio Gonçalves
Representante Legal da Skymaster Airlines Ltda
Fax: (019) 3725-7707

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Em complementação à Carta – 020/2004 – CEL/AC, informamos a V.Sª que a Reunião de Licitação ocorrerá às 09 horas do dia 11 de janeiro de 2005, no Salão Nobre do Edifício Sede da Administração Central da Empresa Brasileira de Correios e Telégrafos, situado no Setor Bancário Norte, Quadra 1, Bloco A, 1ª sobreloja – Brasília – DF.

Lembramos que as empresas deverão se fazer representar credenciando seu representante no ato da abertura da Reunião, conforme dispõe os subitens 4.1 a 4.3 do Edital.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

Marcos Gomes da Silva
Consultor / DIRAD
Mat. 8.810.511-4

ROS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0714
Doc: 3675

CORREIOS

DEINF 3174

Carta – 001/2005 – CEL/AC

Brasília, DF, 06 de janeiro de 2005.

A Sua Senhoria o Senhor
João Ariston P. de Araújo Filho
Representante Legal da TAF Linhas Aéreas S/A
Fax: (085) 3257-2003

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Em complementação à Carta – 020/2004 – CEL/AC, informamos a V.Sª que a Reunião de Licitação ocorrerá às 09 horas do dia 11 de janeiro de 2005, no Salão Nobre do Edifício Sede da Administração Central da Empresa Brasileira de Correios e Telégrafos, situado no Setor Bancário Norte, Quadra 1, Bloco A, 1ª sobreloja – Brasília – DF.

Lembramos que as empresas deverão se fazer representar credenciando seu representante no ato da abertura da Reunião, conforme dispõe os subitens 4.1 a 4.3 do Edital.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

Marcos Gomes da Silva
Consultor / DIRAD
Mat. 8.010.511-4

RQS nº 03/2005 - CN
CPMI - CORREIOS
Fls: 0715
3675
Doc:

CORREIOS

DE: 3/173

Carta – 001/2005 – CEL/AC

Brasília, DF, 06 de janeiro de 2005.

A Sua Senhoria o Senhor
Cláudio Marcos Keller
Representante Legal da TCB – Transportes Charter do Brasil Ltda
Fax: (011) 4702-5660

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Em complementação à Carta – 020/2004 – CEL/AC, informamos a V.Sª que a Reunião de Licitação ocorrerá às 09 horas do dia 11 de janeiro de 2005, no Salão Nobre do Edifício Sede da Administração Central da Empresa Brasileira de Correios e Telégrafos, situado no Setor Bancário Norte, Quadra 1, Bloco A, 1ª sobreloja – Brasília – DF.

Lembramos que as empresas deverão se fazer representar credenciando seu representante no ato da abertura da Reunião, conforme dispõe os subitens 4.1 a 4.3 do Edital.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

Marcos Gomes da Silva
Consultor / DIRAD
Mat. 8.818.511-4

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0716
3675
Doc:

CORREIOS

DEN: F 3172

Carta – 001/2005 – CEL/AC

Brasília, DF, 06 de janeiro de 2005.

A Sua Senhoria o Senhor
Gustavo de Moraes Soares da Rocha
Representante Legal da Varig Logística S/A
Fax: (21) 2468-2518

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Em complementação à Carta – 020/2004 – CEL/AC, informamos a V.Sª que a Reunião de Licitação ocorrerá às 09 horas do dia 11 de janeiro de 2005, no Salão Nobre do Edifício Sede da Administração Central da Empresa Brasileira de Correios e Telégrafos, situado no Setor Bancário Norte, Quadra 1, Bloco A, 1ª sobreloja – Brasília – DF.

Lembramos que as empresas deverão se fazer representar credenciando seu representante no ato da abertura da Reunião, conforme dispõe os subitens 4.1 a 4.3 do Edital.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

Marcos Gomes da Silva
Consultor / DIRAD
Mat. 8.010.511-4

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0717
3675
Doc:

1864
2672

DEMAC - 2672

ECT - EMP. BRAS. DE CORREIOS E TELEGRAFOS
Ag: 70500473 - AC CENTRAL DE BRASILIA
SGN QUADRA 1 BLOCO A T+RREO
ASA NORTE - 70040-976
BRASILIA - DF
CNPJ....: 34028316513674 Tel.:
Ins Est.: 0733382100205

COMPROVANTE DO CLIENTE

Movimento..: 06/01/2005 Hora.....: 14:29:00
Caixa.....: 305426 Matricula: 81340494
Lancamento.: 00027 Atendimento.: 00024
Modalidade.: A Vista

DESCRICAO	QTD.	PRECO
VENDA . eDIAL LIC	1	46,00+
Valor do Porte.....:	46,00	

Anotacoes:_____

VALOR EM DINHEIRO: 46,00

VALOR RECEBIDO ==> 50,00

TROCO ==========> 4,00

SERV. POSTAIS: DIREITOS E DEVERES-LEI 6538/78

SARA 1.3.09

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0718
3675
Doc:

CORREIOS

COMPROVANTE

CNPJ DA AGÊNCIA

Nº DO DOCUMENTO 17606327

CLIENTE Atlântico Transporte Aereo

DATA REF. / ERRO / DIF. 06012005

CÓDIGO DA UNIDADE | SE FOR A FATURAR | CÓDIGO ADM. / Nº DO CONTRATO | Nº DO EMPENHO

OS CAMPOS SOMBREADOS SERÃO PREENCHIDOS PELA ECT

	DISCRIMINAÇÃO	CÓD. PRODUTO	CÓD. SERVIÇO	QUANTIDADE	PAL / PESO / PAG / TMP.	SERV. ADICIONAIS	VALOR UNITÁRIO	GRUPO	DESCONTO	VALOR A PAGAR
1	Copia de Documentos de Licitação									46,00
2										
3										
4										
5										
6										

DENAF 2120

MODALIDADE DO DESCONTO
01 - PVE
02 - FUNCIONÁRIO
03 - OUTROS

CÁLCULO DO IMPOSTO

BASE CÁLCULO	ALÍQUOTA	VALOR DO IMPOSTO

VALOR TOTAL A PAGAR 46,00

APROVEITE A COMODIDADE DOS SERVIÇOS ADICIONAIS

05 - CÓPIA DE TELEGRAMA
06 - PEDIDO DE CONFIRMAÇÃO DE ENTREGA
07 - COLETA DOMICILIÁRIA
14 - DEVOLUÇÃO GARANTIDA

MATRÍCULA DO RECOLHEDOR AP/OS 8134545-3

CARTÃO DE CRÉDITO

BANDEIRA | P.O.S. | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO E ASS. / MATRÍCULA

BRASÍLIA 24 JAN 2005

ASSINATURA DO CLIENTE

AUTENTICAÇÃO MECÂNICA

1ª VIA - CLIENTE 2ª VIA - BALANCETE 3ª VIA - UNIDADE

75240152-1 FC0556 / 22 156 x 210 mm

RQS nº 03/2006 - C
CPMI - CORREIOS
Fls: 0719
Doc: 3675

CORREIOS

COMPROVANTE

CNPJ DA AGÊNCIA

Nº DO DOCUMENTO 17606459

CLIENTE TRIP - LINHAS AÉREAS

DATA REF. / ERRO / DI 05/01/2005

CÓDIGO DA UNIDADE 10300473 | SE FOR A FATURAR | CÓDIGO ADM. / Nº DO CONTRATO | Nº DO EMPENHO

OS CAMPOS SOMBREADOS SERÃO PREENCHIDOS PELA ECT

	DISCRIMINAÇÃO	CÓD. PRODUTO	CÓD. SERVIÇO	QUANTIDADE	PAL / PESO / PAG / TMP.	SERV. ADICIONAIS	VALOR UNITÁRIO	GRUPO	DESCONTO	VALOR A PAGAR
1	Venda - bicicletas Copia Serviços - Processo		54372	01						3,50
2										
3										
4										
5		DENAF 3161								
6										

ECT 10300473 05/01/2005 3,50 3027677

ECT 10300473 05/01/2005 3,50 3027677

MODALIDADE DO DESCONTO
01 - PVP
02 - FUNCIONÁRIO
03 - OUTROS

CÁLCULO DO IMPOSTO

BASE CÁLCULO	ALÍQUOTA	VALOR DO IMPOSTO

VALOR TOTAL A PAGAR

APROVEITE A COMODIDADE DOS SERVIÇOS ADICIONAIS

05 - CÓPIA DE TELEGRAMA
06 - PEDIDO DE CONFIRMAÇÃO DE ENTREGA
07 - COLETA DOMICILIÁRIA
14 - DEVOLUÇÃO GARANTIDA

MATRÍCULA DO RECOLHEDOR AP/OS

CARTÃO DE CRÉDITO

BANDEIRA P.O.S. | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO E ASS. / MATRÍCULA

ASSINATURA DO CLIENTE

AUTENTICAÇÃO MECÂNICA

1ª VIA - CLIENTE 2ª VIA - BALANCETE 3ª VIA - UNIDADE

75240152-1 FC0556 / 22 156 x 210 mm

RQS nº 03/2[illegible] - CN
CPMI - CORREIOS
Fls: 0720
Doc: 3675

Excelentíssimo Sr. Presidente da Comissão Especial de Licitação CEL/AC da Empresa Brasileira de Correios e Telégrafos - ECT

DENAF 3168

Ref: Edital de Concorrência nº 006/2004/CEL/AC

TRIP - Transporte Aéreo Regional do Interior Paulista Ltda., empresa com sede à Rua Luiz Gama nº 245, bairro Bonfim, na cidade de Campinas/SP, inscrita no CNPJ sob o nº 02.428.624/0001-30, por seu advogado e bastante procurador que esta subscreve, vem mui respeitosamente perante V. Exa., requerer cópias reprográficas dos seguintes documentos:

① Relatório 001/2004 - CEL/AC;
② Nota Jurídica/DCOR/DEJUR - 1377/2004;
③ Nota Jurídica/DEJUR/DCOR - 1376/2004;

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0721
Doc: 3675

Termos em que
P. Deferimento
Brasília, 05 de Janeiro de 2005

OAB/SP 210.912

OS CAMPOS SOMBREADOS SERÃO PREENCHIDOS P

COMPROVANTE

CNPJ DA AGÊNCIA

Nº DO DOCUMENTO: 17606414

DATA REF. / ERRO / DIF.: 29/12/2004

Diretoria Hoog

CÓD. DA UNIDADE: 0300473

SE FOR A FATURAR

CÓDIGO ADM. / Nº DO CONTRATO

Nº DO EMPENHO

	DISCRIMINAÇÃO	CÓD. PRODUTO	CÓD. SERVIÇO	QUANTIDADE	PAL. / PESO / PAG. / TMP.	SERV. ADICIONAIS	VALOR UNITÁRIO	GRUPO	DESCONTO	VALOR A PAGAR
1	cópia de documentos			17			0,10			1,70
2										
3										
4										
5										
6										

DENAF 3467

MODALIDADE DO DESCONTO
01 - PVP
02 - FUNCIONÁRIO
03 - OUTROS

CÁLCULO DO IMPOSTO

BASE CÁLCULO	ALÍQUOTA	VALOR DO IMPOSTO

VALOR TOTAL A PAGAR: 1,70

APROVEITE A COMODIDADE DOS SERVIÇOS ADICIONAIS

05 - CÓPIA DE TELEGRAMA
06 - PEDIDO DE CONFIRMAÇÃO DE ENTREGA
07 - COLETA DOMICILIÁRIA
14 - DEVOLUÇÃO GARANTIDA

MATRÍCULA DO RECOLHEDOR AP/OS

CARTÃO DE CRÉDITO

BANDEIRA | P.O.S | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO E ASS. / MATRÍCULA

29 DEZ. 2004

ASSINATURA DO CLIENTE

AUTENTICAÇÃO MECÂNICA

1ª VIA - CLIENTE 2ª VIA - BALANCETE 3ª VIA - UNIDADE

75240152-1 FC0556 / 22 156 x 210 mm

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0722
3675
Doc:

São Paulo, 29 de dezembro de 2004

DENAF 3166

À Comissão Especial de Licitação – CEL/AC
At.: Sr. Maurício Coelho Madureira

SBN, Quadra 1, Conjunto 3, Bloco A, 13.º andar, Ed. Sede ECT
Brasília – Distrito Federal
Fax.: (61) 426-2691

URGENTE

Ref.: **Concorrência n.º 0006/2004/CEL/AC**
Solicitação de Cópias

VARIG LOGÍSTICA S.A., (**VARIG LOG**) sociedade anônima, concessionária de serviço público de transporte aéreo de carga, com sede na Rua Fidêncio Ramos, n.º 223, 14.º andar, na Cidade de São Paulo, Estado de São Paulo, inscrita no CNPJ/MF sob o n.º 04.066.143/0001-57, vem, respeitosamente, solicitar a esta R. Comissão Especial de Licitação da Empresa de Correios e Telégrafos cópia do relatório elaborado pela assessoria jurídica desta empresa que embasou a decisão exarada na Carta n.º 020/2004 –CEL/AC.

Certos do pronto e tempestivo atendimento.

Atenciosamente,

p/p

VARIG LOGISTICA S/A.
Gustavo de Moraes Soares da Rocha

RQS nº 03/2005 - CN -
CPMI - CORREIOS
Fls: 0723
Doc: 3675

CORREIOS

DFNAF 3165

Carta – 020/2004 – CEL/AC

Brasília, DF, 29 de dezembro de 2004.

A Sua Senhoria o Senhor
João Ariston P. de Araújo Filho
Representante Legal da TAF Linhas Aéreas S/A
Fax: (085) 3257-2003

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Informamos a V.Sª que os Recursos Administrativos interpostos pelas empresas Varig Logística S/A, RLA – Rico Linhas Aéreas S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda contra a decisão desta Comissão, no que tange ao julgamento de habilitação referente à Concorrência 006/2004 – CEL/AC, foram submetidos à apreciação da autoridade superior, conforme preconiza o subitem 9.8 do Edital, a qual indeferiu-os, ratificando a decisão da Comissão publicada no Diário Oficial da União de 30/11/2004.

Desta forma, fica mantida a habilitação das empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda e a inabilitação das empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda.

Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação. escoimadas das causas que as inabilitaram anteriormente.

Assim, visando à continuidade da licitação, conforme estabelece o subitem 9.6 do Edital, comunicamos a V.Sª que será realizada Reunião às 09:00 horas do dia 11 de janeiro de 2005, com a seguinte pauta, consoante o subitem 7 do Edital:

a) abertura da Reunião;
b) apresentação dos envelopes de Proposta Econômica lacrados e rubricados aos participantes;
c) recolhimento dos envelopes de Documentos de Habilitação das empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, proponentes dos itens 10 e 11 do Anexo 1 do Edital;
d) abertura dos envelopes de Documentos de Habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
e) rubrica e apreciação dos documentos de habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A pela Comissão e pelos representantes das empresas participantes;

NQS nº 03/2005 - CI
CPMI - CORREIO
Fls. 0724
3675

DENAR 3164

f) divulgação da decisão da Comissão sobre a habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
g) devolução dos envelopes Proposta Econômica, fechados, aos representantes das participantes inabilitadas;
h) abertura dos envelopes Proposta Econômica das participantes habilitadas;
i) leitura, em voz alta, das Propostas econômicas apresentadas;
j) rubrica e apreciação das Propostas pela Comissão e representantes das licitantes;
k) encerramento da Reunião, após a assinatura da Comissão e dos representantes das licitantes na Ata da Reunião.

Por fim, informamos que a Comissão está reabrindo o prazo de habilitação apenas para as empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, com fulcro no subitem 8.4 do Edital, sendo que essas empresas somente estarão concorrendo aos itens 10 e 11, mesmo que estas duas licitantes tenham apresentado proposta econômica para participação em outros itens.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

RECEBIDO EM 29/12/2004
CAETANO

ROS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 0725
Doc: 3675

CORREIOS

CERTIFICADO DE POSTAGEM

CÓDIGO DO OBJETO: 5 0 8 8 7 7 2 0 8 8 9 0 R

CAMPOS A SEREM PREENCHIDOS PELO CLIENTE

NOME DO DESTINATÁRIO (PARA OBJETO DESTINADO AO EXTERIOR ANOTAR PAÍS DE DESTINO): TCB - TRANSPORTES CHARTER DO BRASIL

CEP DE DESTINO: 9 6 7 0 6 - 0 1 5

NOME DO REMETENTE: ECT / DENAF

ESTOU CIENTE DAS INFORMAÇÕES CONTIDAS NO VERSO

ASSINATURA DO REMETENTE

DESEJA DECLARAR VALOR ? ☐ SIM ☒ NÃO

VALOR DECLARADO

COD. SERVIÇO: 4 0 0 1 0

PESO TARIFADO (g): 0 0 3 7

GRUPO

VALOR A COBRAR DESTINATÁRIO

DENAF 3160

VALOR DO FRETE

EMBALAGEM

AD VALOREM

01 AVISO DE RECEBIMENTO 1,50

02 MÃO PRÓPRIA

04 REGISTRO MÓDICO 2,50

07 COLETA DOMICILIÁRIA

TOTAL 4,00

CARTÃO DE CRÉDITO

BANDEIRA | P O S | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO / ASSINATURA / MATRÍCULA OU AUTENTICAÇÃO

CENTRAL Brasília 29 EZ 2004 Brasília - BSB

SERVIÇOS ADICIONAIS. SOLICITE AO ATENDENTE.
01 - AVISO DE RECEBIMENTO
02 - MÃO PRÓPRIA
04 - REGISTRO MÓDICO
07 - COLETA DOMICILIÁRIA

APRESENTAR ESTE CERTIFICADO EM C 3O DE PEDIDO DE INFORMAÇÕES

SE FOR A FATURAR — CÓDIGO DA UNIDADE: 10300973

DIA / MÊS | SERVIÇOS ADICIONAIS

CÓDIGO ADMINISTRATIVO

NÚMERO DO CONTRATO

CÓDIGO DO PRODUTO | QUANT.

1ª VIA - CLIENTE, 2ª VIA - BALANCETE, 3ª VIA - UNIDADE

FC 0828 / 34

107 x 190 mm

RQS nº 03/2005 - C
CPMI - CORREIOS
Fls: 0726
3675
Doc:

CORREIOS

DENAF 3159

Carta – 020/2004 – CEL/AC

Brasília, DF, 29 de dezembro de 2004.

A Sua Senhoria o Senhor
Cláudio Marcos Keller
Representante Legal da TCB – Transportes Charter do Brasil Ltda
Fax: (011) 4702-5660

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Informamos a V.Sª que os Recursos Administrativos interpostos pelas empresas Varig Logística S/A, RLA – Rico Linhas Aéreas S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda contra a decisão desta Comissão, no que tange ao julgamento de habilitação referente à Concorrência 006/2004 – CEL/AC, foram submetidos à apreciação da autoridade superior, conforme preconiza o subitem 9.8 do Edital, a qual indeferiu-os, ratificando a decisão da Comissão publicada no Diário Oficial da União de 30/11/2004.

Desta forma, fica mantida a habilitação das empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda e a inabilitação das empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda.

Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente.

Assim, visando à continuidade da licitação, conforme estabelece o subitem 9.6 do Edital, comunicamos a V.Sª que será realizada Reunião às 09:00 horas do dia 11 de janeiro de 2005, com a seguinte pauta, consoante o subitem 7 do Edital:

a) abertura da Reunião;
b) apresentação dos envelopes de Proposta Econômica lacrados e rubricados aos participantes;
c) recolhimento dos envelopes de Documentos de Habilitação das empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, proponentes dos itens 10 e 11 do Anexo 1 do Edital;
d) abertura dos envelopes de Documentos de Habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
e) rubrica e apreciação dos documentos de habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A pela Comissão e pelos representantes das empresas participantes;

ECT DR/BSB SCS 03/2005 - CM CPMI CORREIOS Fls: 0727 3675 Doc:

DENAF 3158

f) divulgação da decisão da Comissão sobre a habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
g) devolução dos envelopes Proposta Econômica, fechados, aos representantes das participantes inabilitadas;
h) abertura dos envelopes Proposta Econômica das participantes habilitadas;
i) leitura, em voz alta, das Propostas econômicas apresentadas;
j) rubrica e apreciação das Propostas pela Comissão e representantes das licitantes;
k) encerramento da Reunião, após a assinatura da Comissão e dos representantes das licitantes na Ata da Reunião.

Por fim, informamos que a Comissão está reabrindo o prazo de habilitação apenas para as empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, com fulcro no subitem 8.4 do Edital, sendo que essas empresas somente estarão concorrendo aos itens 10 e 11, mesmo que estas duas licitantes tenham apresentado proposta econômica para participação em outros itens.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

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3675
Doc:

CORREIOS — CERTIFICADO DE POSTAGEM

CÓDIGO DO OBJETO: SO 887 722 087 SBR

CAMPOS A SEREM PREENCHIDOS PELO CLIENTE

NOME DO DESTINATÁRIO (PARA OBJETO DESTINADO AO EXTERIOR ANOTAR PAÍS DE DESTINO): AIR BRASIL LINHAS AEREAS

CEP DE DESTINO: 04355-040

COD. SERVIÇO: 40010 — PESO TARIFADO (g): 00039

GRUPO — VALOR A COBRAR DESTINATÁRIO

NOME DO REMETENTE: ECTI DENAF/ [illegible]

ESTOU CIENTE DAS INFORMAÇÕES CONTIDAS NO VERSO — ASSINATURA DO REMETENTE

DESEJA DECLARAR VALOR? ☐ SIM ☒ NÃO — VALOR DECLARADO

DENAF 3163

CARTÃO DE CRÉDITO

BANDEIRA | P O S | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO / ASSINATURA / MATRÍCULA OU AUTENTICAÇÃO

CENTRAL [illegible] 29 DEZ 2004 Brasília - BSB

SERVIÇOS ADICIONAIS. SOLICITE AO ATENDENTE.
01 - AVISO DE RECEBIMENTO
02 - MÃO PRÓPRIA
04 - REGISTRO MÉDICO
07 - COLETA DOMICILIÁRIA

APRESENTAR ESTE CERTIFICADO EM CASO DE PEDIDO DE INFORMAÇÕES

SE FOR A FATURAR — CÓDIGO DA UNIDADE: 10300973

DIA / MÊS: 29/12 — SERVIÇOS ADICIONAIS

CÓDIGO ADMINISTRATIVO

NÚMERO DO CONTRATO

CÓDIGO DO PRODUTO — QUANT.

VALOR DO FRETE	
EMBALAGEM	
AD VALOREM	
01 AVISO DE RECEBIMENTO	1,40
02 MÃO PRÓPRIA	
04 REGISTRO MÉDICO	
07 COLETA DOMICILIÁRIA	
TOTAL	

1ª VIA - CLIENTE, 2ª VIA - BALCONISTE, 3ª VIA - UNIDADE

752

FC 0828 / 34 - 107 x 190 mm

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3675
Doc:

CORREIOS

DENAF 3162

Carta – 020/2004 – CEL/AC

Brasília, DF, 29 de dezembro de 2004.

A Sua Senhoria o Senhor
Orlando Menezes Filho
Representante Legal da Air Brasil Linhas Aéreas Ltda
Fax: (011) 5032-1638

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Informamos a V.Sª que os Recursos Administrativos interpostos pelas empresas Varig Logística S/A, RLA – Rico Linhas Aéreas S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda contra a decisão desta Comissão, no que tange ao julgamento de habilitação referente à Concorrência 006/2004 – CEL/AC, foram submetidos à apreciação da autoridade superior, conforme preconiza o subitem 9.8 do Edital, a qual indeferiu-os, ratificando a decisão da Comissão publicada no Diário Oficial da União de 30/11/2004.

Desta forma, fica mantida a habilitação das empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda e a inabilitação das empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda.

Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente.

Assim, visando à continuidade da licitação, conforme estabelece o subitem 9.6 do Edital, comunicamos a V.Sª que será realizada Reunião às 09:00 horas do dia 11 de janeiro de 2005, com a seguinte pauta, consoante o subitem 7 do Edital:

a) abertura da Reunião;
b) apresentação dos envelopes de Proposta Econômica lacrados e rubricados aos participantes;
c) recolhimento dos envelopes de Documentos de Habilitação das empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, proponentes dos itens 10 e 11 do Anexo 1 do Edital;
d) abertura dos envelopes de Documentos de Habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
e) rubrica e apreciação dos documentos de habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A pela Comissão e pelos representantes das empresas participantes;

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3675

DENAF 3161

f) divulgação da decisão da Comissão sobre a habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
g) devolução dos envelopes Proposta Econômica, fechados, aos representantes das participantes inabilitadas;
h) abertura dos envelopes Proposta Econômica das participantes habilitadas;
i) leitura, em voz alta, das Propostas econômicas apresentadas;
j) rubrica e apreciação das Propostas pela Comissão e representantes das licitantes;
k) encerramento da Reunião, após a assinatura da Comissão e dos representantes das licitantes na Ata da Reunião.

Por fim, informamos que a Comissão está reabrindo o prazo de habilitação apenas para as empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, com fulcro no subitem 8.4 do Edital, sendo que essas empresas somente estarão concorrendo aos itens 10 e 11, mesmo que estas duas licitantes tenham apresentado proposta econômica para participação em outros itens.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

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** RE'ATORIO DE ATIVIDADES **

No. de Id.
29 DEZ,2004 15:56

** TRANSMISSAO **

No.	DATA	INICIO	DURACAO	IDENTIFICACAO	MODO	PAGINA	RESULT.
1	DEZ 28	10:50	41"		G3	1	O.K.
2	DEZ 28	17:10	23"		G3	0	PARAR
3	DEZ 28	17:10	05"		G3	0	PARAR
4	DEZ 28	17:11	1'44"	55 011 38387802	G3	1	O.K.
5	DEZ 28	17:37	36"		G3	0	PARAR
6	DEZ 29	10:05	3'03"	61 2349553	G3	2	O.K.
7	DEZ 29	10:17	54"	55 21 24682518	G3	1	O.K.
8	DEZ 29	14:19	40"		G3	0	PARAR
9	DEZ 29	14:22	1'12"	55 85 2579831	G3	2	E F5
10	DEZ 29	14:23	1'05"	55 85 2579831	G3	1	O.K.
11	DEZ 29	14:27	1'36"	64452410	G3	2	O.K.
12	DEZ 29	14:34	1'46"	55 19 37257707	G3	2	O.K.
13	DEZ 29	14:37	2'08"		G3	2	O.K.
14	DEZ 29	14:45	1'32"	553134909710	G3	2	O.K.
15	DEZ 29	14:49	55"	55 21 24682518	G3	1	O.K.
16	DEZ 29	15:15	1'40"	6521163	G3	2	O.K.
17	DEZ 29	15:19	1'09"	55 21 24682518	G3	2	O.K.

** RECEPCAO **

No.	DATA	INICIO	DURACAO	IDENTIFICACAO	MODO	PAGINA	RESULT.
1	DEZ 28	10:51	41"		G3	1	O.K.
2	DEZ 28	17:32	1'18"		G3	1	O.K.
3	DEZ 29	9:23	2'21"		G3	3	O.K.

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CORREIOS

DENTRO 3176

Carta – 021/2004 – CEL/AC

Brasília, DF, 29 de dezembro de 2004.

A Sua Senhoria o Senhor
Gustavo de Moraes Soares da Rocha
Representante Legal da Varig Logística S/A
Fax: (021) 2468-2518

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Direito constitucional de petição

Prezado Senhor,

Informamos a V.Sª que a correspondência enviada por essa empresa datada de 07 de dezembro de 2004, na qual a Varig Logística requer a anulação da Concorrência 006/204 – CEL/AC, foi encaminhada ao nosso Departamento Jurídico que concluiu pela decadência do direito dessa empresa de impugnar o Edital da citada licitação. Apesar desse entendimento preliminar, o Departamento Jurídico apreciou o mérito do requerimento e não identificou qualquer fundamento que maculasse de ilegalidade o Edital.

Informamos ainda que o assunto foi apresentado para apreciação do Sr. Presidente da ECT, autoridade superior à Comissão Especial de Licitação, tendo ele decidido que o certame deveria seguir o seu curso normal.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

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DENAF 3155

CORREIOS

Carta – 020/2004 – CEL/AC

Brasília, DF, 29 de dezembro de 2004.

A Sua Senhoria o Senhor
Fabiano Gadelha de Moura
Representante Legal da ATA – Atlântico Transporte Aéreo Ltda
Fax: (085) 3257-9831

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Informamos a V.Sª que os Recursos Administrativos interpostos pelas empresas Varig Logística S/A, RLA – Rico Linhas Aéreas S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda contra a decisão desta Comissão, no que tange ao julgamento de habilitação referente à Concorrência 006/2004 – CEL/AC, foram submetidos à apreciação da autoridade superior, conforme preconiza o subitem 9.8 do Edital, a qual indeferiu-os, ratificando a decisão da Comissão publicada no Diário Oficial da União de 30/11/2004.

Desta forma, fica mantida a habilitação das empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda e a inabilitação das empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda.

Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente.

Assim, visando à continuidade da licitação, conforme estabelece o subitem 9.6 do Edital, comunicamos a V.Sª que será realizada Reunião às 09:00 horas do dia 11 de janeiro de 2005, com a seguinte pauta, consoante o subitem 7 do Edital:

a) abertura da Reunião;
b) apresentação dos envelopes de Proposta Econômica lacrados e rubricados aos participantes;
c) recolhimento dos envelopes de Documentos de Habilitação das empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, proponentes dos itens 10 e 11 do Anexo 1 do Edital;
d) abertura dos envelopes de Documentos de Habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
e) rubrica e apreciação dos documentos de habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A pela Comissão e pelos representantes das empresas participantes;

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DCN.AF 3154

f) divulgação da decisão da Comissão sobre a habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
g) devolução dos envelopes Proposta Econômica, fechados, aos representantes das participantes inabilitadas;
h) abertura dos envelopes Proposta Econômica das participantes habilitadas;
i) leitura, em voz alta, das Propostas econômicas apresentadas;
j) rubrica e apreciação das Propostas pela Comissão e representantes das licitantes;
k) encerramento da Reunião, após a assinatura da Comissão e dos representantes das licitantes na Ata da Reunião.

Por fim, informamos que a Comissão está reabrindo o prazo de habilitação apenas para as empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, com fulcro no subitem 8.4 do Edital, sendo que essas empresas somente estarão concorrendo aos itens 10 e 11, mesmo que estas duas licitantes tenham apresentado proposta econômica para participação em outros itens.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

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CPMI - CORREIOS
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CORREIOS

DE: Fls. 3153

Carta – 020/2004 – CEL/AC

Brasília, DF, 29 de dezembro de 2004.

A Sua Senhoria o Senhor
Irapuan Falcão de Albuquerque
Representante Legal da BETA – Brazilian Express Transportes Aéreos Ltda
Fax: (011) 6445-2410

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Informamos a V.Sª que os Recursos Administrativos interpostos pelas empresas Varig Logística S/A, RLA – Rico Linhas Aéreas S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda contra a decisão desta Comissão, no que tange ao julgamento de habilitação referente à Concorrência 006/2004 – CEL/AC, foram submetidos à apreciação da autoridade superior, conforme preconiza o subitem 9.8 do Edital, a qual indeferiu-os, ratificando a decisão da Comissão publicada no Diário Oficial da União de 30/11/2004.

Desta forma, fica mantida a habilitação das empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda e a inabilitação das empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda.

Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente.

Assim, visando à continuidade da licitação, conforme estabelece o subitem 9.6 do Edital, comunicamos a V.Sª que será realizada Reunião às 09:00 horas do dia 11 de janeiro de 2005, com a seguinte pauta, consoante o subitem 7 do Edital:

a) abertura da Reunião;
b) apresentação dos envelopes de Proposta Econômica lacrados e rubricados aos participantes;
c) recolhimento dos envelopes de Documentos de Habilitação das empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, proponentes dos itens 10 e 11 do Anexo 1 do Edital;
d) abertura dos envelopes de Documentos de Habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
e) rubrica e apreciação dos documentos de habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A pela Comissão e pelos representantes das empresas participantes;

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f) divulgação da decisão da Comissão sobre a habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
g) devolução dos envelopes Proposta Econômica, fechados, aos representantes das participantes inabilitadas;
h) abertura dos envelopes Proposta Econômica das participantes habilitadas;
i) leitura, em voz alta, das Propostas econômicas apresentadas;
j) rubrica e apreciação das Propostas pela Comissão e representantes das licitantes;
k) encerramento da Reunião, após a assinatura da Comissão e dos representantes das licitantes na Ata da Reunião.

Por fim, informamos que a Comissão está reabrindo o prazo de habilitação apenas para as empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, com fulcro no subitem 8.4 do Edital, sendo que essas empresas somente estarão concorrendo aos itens 10 e 11, mesmo que estas duas licitantes tenham apresentado proposta econômica para participação em outros itens.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

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Doc: 3675

CORREIOS

DENAF 3191

Carta – 020/2004 – CEL/AC

Brasília, DF, 29 de dezembro de 2004.

A Sua Senhoria o Senhor
Luiz Otávio Gonçalves
Representante Legal da Skymaster Airlines Ltda
Fax: (019) 3725-7707

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Informamos a V.Sª que os Recursos Administrativos interpostos pelas empresas Varig Logística S/A, RLA – Rico Linhas Aéreas S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda contra a decisão desta Comissão, no que tange ao julgamento de habilitação referente à Concorrência 006/2004 – CEL/AC, foram submetidos à apreciação da autoridade superior, conforme preconiza o subitem 9.8 do Edital, a qual indeferiu-os, ratificando a decisão da Comissão publicada no Diário Oficial da União de 30/11/2004.

Desta forma, fica mantida a habilitação das empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda e a inabilitação das empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda.

Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente.

Assim, visando à continuidade da licitação, conforme estabelece o subitem 9.6 do Edital, comunicamos a V.Sª que será realizada Reunião às 09:00 horas do dia 11 de janeiro de 2005, com a seguinte pauta, consoante o subitem 7 do Edital:

a) abertura da Reunião;
b) apresentação dos envelopes de Proposta Econômica lacrados e rubricados aos participantes;
c) recolhimento dos envelopes de Documentos de Habilitação das empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, proponentes dos itens 10 e 11 do Anexo 1 do Edital;
d) abertura dos envelopes de Documentos de Habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
e) rubrica e apreciação dos documentos de habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A pela Comissão e pelos representantes das empresas participantes;

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DENAF 3150

f) divulgação da decisão da Comissão sobre a habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
g) devolução dos envelopes Proposta Econômica, fechados, aos representantes das participantes inabilitadas;
h) abertura dos envelopes Proposta Econômica das participantes habilitadas;
i) leitura, em voz alta, das Propostas econômicas apresentadas;
j) rubrica e apreciação das Propostas pela Comissão e representantes das licitantes;
k) encerramento da Reunião, após a assinatura da Comissão e dos representantes das licitantes na Ata da Reunião.

Por fim, informamos que a Comissão está reabrindo o prazo de habilitação apenas para as empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, com fulcro no subitem 8.4 do Edital, sendo que essas empresas somente estarão concorrendo aos itens 10 e 11, mesmo que estas duas licitantes tenham apresentado proposta econômica para participação em outros itens.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

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Doc: 3675

CORREIOS

DE [illegible] 3149

Carta – 020/2004 – CEL/AC

Brasília, DF, 29 de dezembro de 2004.

A Sua Senhoria o Senhor
Alfredo Meister Neto
Representante Legal da Total Linhas Aéreas S/A
Fax: (031) 3490 - 9710

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Informamos a V.Sª que os Recursos Administrativos interpostos pelas empresas Varig Logística S/A, RLA – Rico Linhas Aéreas S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda contra a decisão desta Comissão, no que tange ao julgamento de habilitação referente à Concorrência 006/2004 – CEL/AC, foram submetidos à apreciação da autoridade superior, conforme preconiza o subitem 9.8 do Edital, a qual indeferiu-os, ratificando a decisão da Comissão publicada no Diário Oficial da União de 30/11/2004.

Desta forma, fica mantida a habilitação das empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda e a inabilitação das empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda.

Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente.

Assim, visando à continuidade da licitação, conforme estabelece o subitem 9.6 do Edital, comunicamos a V.Sª que será realizada Reunião às 09:00 horas do dia 11 de janeiro de 2005, com a seguinte pauta, consoante o subitem 7 do Edital:

a) abertura da Reunião;
b) apresentação dos envelopes de Proposta Econômica lacrados e rubricados aos participantes;
c) recolhimento dos envelopes de Documentos de Habilitação das empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, proponentes dos itens 10 e 11 do Anexo 1 do Edital;
d) abertura dos envelopes de Documentos de Habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
e) rubrica e apreciação dos documentos de habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A pela Comissão e pelos representantes das empresas participantes;

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f) divulgação da decisão da Comissão sobre a habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
g) devolução dos envelopes Proposta Econômica, fechados, aos representantes das participantes inabilitadas;
h) abertura dos envelopes Proposta Econômica das participantes habilitadas;
i) leitura, em voz alta, das Propostas econômicas apresentadas;
j) rubrica e apreciação das Propostas pela Comissão e representantes das licitantes;
k) encerramento da Reunião, após a assinatura da Comissão e dos representantes das licitantes na Ata da Reunião.

Por fim, informamos que a Comissão está reabrindo o prazo de habilitação apenas para as empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, com fulcro no subitem 8.4 do Edital, sendo que essas empresas somente estarão concorrendo aos itens 10 e 11, mesmo que estas duas licitantes tenham apresentado proposta econômica para participação em outros itens.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

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CORREIOS

Carta – 020/2004 – CEL/AC

Brasília, DF, 29 de dezembro de 2004.

A Sua Senhoria o Senhor
Atila Yurtsever
Representante Legal da RLA – Rico Linhas Aéreas S/A
Fax: (092) 652-1163

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Informamos a V.Sª que os Recursos Administrativos interpostos pelas empresas Varig Logística S/A, RLA – Rico Linhas Aéreas S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda contra a decisão desta Comissão, no que tange ao julgamento de habilitação referente à Concorrência 006/2004 – CEL/AC, foram submetidos à apreciação da autoridade superior, conforme preconiza o subitem 9.8 do Edital, a qual indeferiu-os, ratificando a decisão da Comissão publicada no Diário Oficial da União de 30/11/2004.

Desta forma, fica mantida a habilitação das empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda e a inabilitação das empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda.

Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente.

Assim, visando à continuidade da licitação, conforme estabelece o subitem 9.6 do Edital, comunicamos a V.Sª que será realizada Reunião às 09:00 horas do dia 11 de janeiro de 2005, com a seguinte pauta, consoante o subitem 7 do Edital:

a) abertura da Reunião;
b) apresentação dos envelopes de Proposta Econômica lacrados e rubricados aos participantes;
c) recolhimento dos envelopes de Documentos de Habilitação das empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, proponentes dos itens 10 e 11 do Anexo 1 do Edital;
d) abertura dos envelopes de Documentos de Habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
e) rubrica e apreciação dos documentos de habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A pela Comissão e pelos representantes das empresas participantes;

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f) divulgação da decisão da Comissão sobre a habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
g) devolução dos envelopes Proposta Econômica, fechados, aos representantes das participantes inabilitadas;
h) abertura dos envelopes Proposta Econômica das participantes habilitadas;
i) leitura, em voz alta, das Propostas econômicas apresentadas;
j) rubrica e apreciação das Propostas pela Comissão e representantes das licitantes;
k) encerramento da Reunião, após a assinatura da Comissão e dos representantes das licitantes na Ata da Reunião.

Por fim, informamos que a Comissão está reabrindo o prazo de habilitação apenas para as empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, com fulcro no subitem 8.4 do Edital, sendo que essas empresas somente estarão concorrendo aos itens 10 e 11, mesmo que estas duas licitantes tenham apresentado proposta econômica para participação em outros itens.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

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DENAF 345

Carta – 020/2004 – CEL/AC

Brasília, DF, 29 de dezembro de 2004.

A Sua Senhoria o Senhor
Gustavo de Moraes Soares da Rocha
Representante Legal da Varig Logística S/A
Fax: (21) 2468-2518

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Informamos a V.Sª que os Recursos Administrativos interpostos pelas empresas Varig Logística S/A, RLA – Rico Linhas Aéreas S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda contra a decisão desta Comissão, no que tange ao julgamento de habilitação referente à Concorrência 006/2004 – CEL/AC, foram submetidos à apreciação da autoridade superior, conforme preconiza o subitem 9.8 do Edital, a qual indeferiu-os, ratificando a decisão da Comissão publicada no Diário Oficial da União de 30/11/2004.

Desta forma, fica mantida a habilitação das empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda e a inabilitação das empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda.

Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente.

Assim, visando à continuidade da licitação, conforme estabelece o subitem 9.6 do Edital, comunicamos a V.Sª que será realizada Reunião às 09:00 horas do dia 11 de janeiro de 2005, com a seguinte pauta, consoante o subitem 7 do Edital:

a) abertura da Reunião;
b) apresentação dos envelopes de Proposta Econômica lacrados e rubricados aos participantes;
c) recolhimento dos envelopes de Documentos de Habilitação das empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, proponentes dos itens 10 e 11 do Anexo 1 do Edital;
d) abertura dos envelopes de Documentos de Habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
e) rubrica e apreciação dos documentos de habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A pela Comissão e pelos representantes das empresas participantes;

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f) divulgação da decisão da Comissão sobre a habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
g) devolução dos envelopes Proposta Econômica, fechados, aos representantes das participantes inabilitadas;
h) abertura dos envelopes Proposta Econômica das participantes habilitadas;
i) leitura, em voz alta, das Propostas econômicas apresentadas;
j) rubrica e apreciação das Propostas pela Comissão e representantes das licitantes;
k) encerramento da Reunião, após a assinatura da Comissão e dos representantes das licitantes na Ata da Reunião.

Por fim, informamos que a Comissão está reabrindo o prazo de habilitação apenas para as empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, com fulcro no subitem 8.4 do Edital, sendo que essas empresas somente estarão concorrendo aos itens 10 e 11, mesmo que estas duas licitantes tenham apresentado proposta econômica para participação em outros itens.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

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CORREIOS

Carta – 020/2004 – CEL/AC

Brasília, DF, 29 de dezembro de 2004.

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Julgamento de Recurso Administrativo

Prezado Senhor,

Informamos a V.Sª que os Recursos Administrativos interpostos pelas empresas Varig Logística S/A, RLA – Rico Linhas Aéreas S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda contra a decisão desta Comissão, no que tange ao julgamento de habilitação referente à Concorrência 006/2004 – CEL/AC, foram submetidos à apreciação da autoridade superior, conforme preconiza o subitem 9.8 do Edital, a qual indeferiu-os, ratificando a decisão da Comissão publicada no Diário Oficial da União de 30/11/2004.

Desta forma, fica mantida a habilitação das empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda e a inabilitação das empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, Air Brasil Linhas Aéreas Ltda e TCB – Transportes Charter do Brasil Ltda.

Haja vista que todas as licitantes que apresentaram proposta para os itens 10 e 11 do Anexo 1 do Edital (ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A) foram inabilitadas, a Comissão, com fulcro no subitem 8.4 do Edital, está fixando o prazo de 8 (oito) dias úteis para que essas licitantes apresentem nova documentação de habilitação, escoimadas das causas que as inabilitaram anteriormente.

Assim, visando à continuidade da licitação, conforme estabelece o subitem 9.6 do Edital, comunicamos a V.Sª que será realizada Reunião às 09:00 horas do dia 11 de janeiro de 2005, com a seguinte pauta, consoante o subitem 7 do Edital:

a) abertura da Reunião;
b) apresentação dos envelopes de Proposta Econômica lacrados e rubricados aos participantes;
c) recolhimento dos envelopes de Documentos de Habilitação das empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, proponentes dos itens 10 e 11 do Anexo 1 do Edital;
d) abertura dos envelopes de Documentos de Habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
e) rubrica e apreciação dos documentos de habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A pela Comissão e pelos representantes das empresas participantes;

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f) divulgação da decisão da Comissão sobre a habilitação das licitantes ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A;
g) devolução dos envelopes Proposta Econômica, fechados, aos representantes das participantes inabilitadas;
h) abertura dos envelopes Proposta Econômica das participantes habilitadas;
i) leitura, em voz alta, das Propostas econômicas apresentadas;
j) rubrica e apreciação das Propostas pela Comissão e representantes das licitantes;
k) encerramento da Reunião, após a assinatura da Comissão e dos representantes das licitantes na Ata da Reunião.

Por fim, informamos que a Comissão está reabrindo o prazo de habilitação apenas para as empresas ATA - Atlântico Transporte Aéreo Ltda e RLA – Rico Linhas Aéreas S/A, com fulcro no subitem 8.4 do Edital, sendo que essas empresas somente estarão concorrendo aos itens 10 e 11, mesmo que estas duas licitantes tenham apresentado proposta econômica para participação em outros itens.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

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IDENTIFICAÇÃO: RELATÓRIO 001/2004 – CEL/AC DATA: 23/12/2004

ASSUNTO: ***Interposição de Recurso Administrativo.***

REFERÊNCIA: ***Concorrência 006/2004 – CEL/AC – Contratação de serviços de transporte aéreo de cargas em aeronaves cargueiras paletizadas.***

1. DO HISTÓRICO

Realizou-se no dia 25/11/2004 às 09:00 horas, a Sessão Pública da Concorrência acima referenciada, objetivando à contratação de serviços de transporte aéreo de carga em aeronaves cargueiras paletizadas, conforme solicitado por meio das CI/ASS/DENAF – 1780/2004 e CI/ASS/DENAF – 2277/2004.

Conforme justificativas constantes dos referidos expedientes, essa contratação destina-se a sanar as deficiências do atual modelo da RPN, notadamente quanto à despadronização dos contratos em vigor, saturação dos principais trechos das linhas que compõem a malha atual e saturação do Terminal de Cargas de Guarulhos. Para tanto, foi definida a contratação de 11 (onze) linhas a serem operadas por aeronaves cargueiras paletizadas.

A contratação em tela permitirá à ECT reestruturar a malha da RPN de forma a que a quantidade de aeronaves cargueiras paletizadas de toda a Rede passe de 13 (treze) para 11 (onze) e que a quantidade de aeronaves não paletizadas passe de 22 (vinte e duas) para 15 (quinze). Por sua vez, a capacidade de carga contratada que é de 738.700 Kg (setecentos e trinta e oito mil e setecentos quilogramas) passa para 1.281.200 Kg (um milhão, duzentos e oitenta e um mil e duzentos quilogramas), propiciando o transporte integral da carga confiada à ECT e comportando expansão da demanda. A nova configuração da malha remete a um custo médio por quilo contratado de R$ 1,12 (um real e doze centavos) contra R$ 1,91 (um real e noventa e um centavos) em vigor.

A ECT deu início ao processo licitatório mediante a realização de Audiência Pública em 20/07/2004, conforme determina o Artigo 39 da Lei 8.666/93.

O instrumento convocatório da Concorrência teve sua publicidade em conformidade com o estipulado em lei, tendo o Edital sido retirado por 39 (trinta e nove) empresas, sendo 14 (quatorze) pelo sistema impresso e 25 (vinte e cinco) pelo sistema eletrônico, via Internet. A reunião de abertura contou com a participação das 09 (nove) empresas abaixo relacionadas:

- ✓ TAF LINHAS AÉREAS S/A
- ✓ SKYMASTER AIRLINES LTDA
- ✓ RLA – RICO LINHAS AÉREAS S/A
- ✓ VARIG LOGÍSTICA S/A
- ✓ AIR BRASIL LINHAS AÉREAS LTDA
- ✓ TCB – TRANSPORTES CHARTER DO BRASIL
- ✓ ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA

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- ✓ TOTAL LINHAS AÉREAS S/A
- ✓ BETA – BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA

Após a conferência dos documentos de habilitação pela Comissão e pelos representantes das empresas, conforme estipulado no subitem 7.3. alínea "e" do Edital, o Presidente da CEL questionou se algum representante desejaria manifestar-se sobre a análise da documentação, sendo feitas observações pelos representantes das seguintes empresas: TAF Linhas Aéreas S/A, Varig Logística S/A, Air Brasil Linhas Aéreas Ltda, ATA – Atlântico Transporte Aéreo Ltda e BETA – Brazilian Express Transportes Aéreos Ltda. A íntegra das observações feitas pelos representantes consta da Ata da reunião. Diante da grande quantidade de observações apresentadas, a Comissão decidiu suspender a reunião e informou que o resultado da habilitação seria publicado no Diário Oficial da União e a Ata de Julgamento da Habilitação seria disponibilizada no site dos Correios.

Uma vez julgada a habilitação dos licitantes, a Comissão publicou, no dia 30/11/2004, no Diário Oficial da União, o Aviso de resultado de Habilitação, no qual comunicou que foram habilitadas as empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda; e que foram inabilitadas as empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, Air Brasil Linhas Aéreas Ltda, TCB – Transportes Charter do Brasil Ltda e ATA – Atlântico Transporte Aéreo Ltda. As razões das inabilitações são apresentadas a seguir:

a) AIR BRASIL LINHAS AÉREAS LTDA

Apresentou os documentos abaixo discriminados em cópia simples, sem autenticação e sem apresentação dos originais para autenticação pela Comissão, contrariando o subitem 5.6 do Edital:

- Certificado de Aeronavegabilidade e Certificado de Matrícula;
- Certificado de Homologação de Empresa de Transporte Aéreo – CHETA;
- Atestado de Capacidade Técnica;
- Declaração de que atende o Inciso V do Art. 27 da Lei 8.666/93;
- Certidão Negativa de Falência e Concordata;

O Certificado de Matrícula e o Certificado de Aeronavegabilidade estão de tal forma ilegíveis que não é possível identificar o prefixo da aeronave. Ainda sobre esses documentos consta como operador "ABSA AEROLINHAS BRASILEIRAS S.A", não sendo apresentado nenhum documento que possibilitasse identificar a transferência da aeronave para a licitante, contrariando o subitem 2.4 do Edital.

O Atestado de Capacidade Técnica apresentado não está de acordo com a alínea "a.1.1" do subitem 5.2 do Edital, pois as atividades atestadas não são compatíveis em características, quantidade e prazos com o objeto da licitação.

b) ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA
Não apresentou a prova de inscrição no cadastro de contribuinte municipal, contrariando a alínea "b" do subitem 1.3 do Anexo 4 do Edital.

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Os Atestados de Capacidade Técnica apresentados não estão de acordo com a alínea "a.1.1" do subitem 5.2 do Edital, pois as atividades atestadas não são compatíveis em características, quantidade e prazos com o objeto da licitação.

c) RLA – RICO LINHAS AÉREAS S/A

O balanço apresentado não está registrado na Junta Comercial, bem como não houve publicação do mesmo no Diário Oficial e jornal de grande circulação, contrariando a Lei 6404/76 e o estabelecido no subitem 1.2, alínea a.1, inciso II do Anexo 4 do Edital.

O Atestado de Capacidade Técnica apresentado não está de acordo com a alínea "a.1.1" do subitem 5.2 do Edital, pois as atividades atestadas não são compatíveis em características, quantidade e prazos com o objeto da licitação.

As aeronaves disponibilizadas são do tipo passageiro, contrariando o objeto do Edital (item 1), no qual se visa à contratação de aeronave cargueira paletizada.

d) TCB - TRANSPORTE CHARTER DO BRASIL LTDA

Apresentou Certidão Quanto à Divida Ativa da União, em cópia simples sem autenticação, e com data de validade vencida, contrariando o inciso I, da alínea "c", do subitem 1.3, do Anexo 4 do Edital. Apresentou, ainda, Certidão de Regularidade para com a Fazenda Estadual com CNPJ número 68.662.725/0003-40, sendo que o CNPJ da licitante é o de número 68.662.725/0001-89.

e) VARIG LOGÍSTICA S/A

As aeronaves PP-VLS e PP-VLD têm, segundo os Certificados de Aeronavegabilidade e de Matrícula apresentados pela licitante, a Varig S.A Viação Aérea Riograndense como proprietária. Essas aeronaves constam de contrato celebrado em 03/11/04, com vigência de 2 (dois) anos, entre as empresas Varig S.A e Varig Logística S.A, cujo objeto é o arrendamento operacional das aeronaves em questão. Haja vista que não foram apresentados pela licitante documentos que comprovem o atendimento do subitem 1.3 do Anexo 4 do Edital da empresa Varig S.A, a licitante contrariou a alínea "a.2" do subitem 1.4 do Anexo 4 do Edital.

Com relação às aeronaves PP-VQU e PP-VQV, a licitante apresentou uma Proposta de prorrogação de locação onde consta de forma clara o seu vencimento como sendo às 17:00 horas do dia 26/09/2004. No mesmo documento, o locador solicita que, se a proposta fosse aceita, o locatário deveria devolver uma cópia assinada na data do vencimento ou antes dela. A Varig Logística manifestou sua concordância em 01/10/2004, intempestivamente portanto, segundo os termos da Proposta. Sobre o assunto em questão, não foi apresentado pela licitante o Contrato ou documento anterior que gerou a Proposta de prorrogação, documento considerado imprescindível, pelo fato de que na documentação das aeronaves (Certificado de Matrícula e Certificado de Aeronavegabilidade) consta como operadora a Varig S.A Viação Aérea Riograndense. Desta forma, figura como não atendida a alínea "a" do subitem 1.4 do Anexo 4 do Edital.

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Apresentou a Certidão de Regularidade com a Fazenda Federal com CNPJ número 04.066.143/0002-38, sendo que o CNPJ da licitante é o de número 04.066.143/0001-57.

2. DOS RECURSOS APRESENTADOS

2.1. DO RECURSO APRESENTADO PELA EMPRESA VARIG LOGÍSTICA S/A CONTRA A HABILITAÇÃO DA EMPRESA TOTAL LINHAS AÉREAS S/A

O recurso da empresa Varig Logística S/A contra a habilitação da empresa Total Linhas Aéreas S/A adentrou tempestivamente nesta Comissão Especial de Licitação, no dia 07/12/2004. A síntese dos memoriais apresentados pela Recorrente encontra-se descrita a seguir:

2.1.1. DAS RAZÕES DO RECURSO

- a recorrente alude que a licitante Total Linhas Aéreas S/A não apresentou prova de inscrição no cadastro de contribuinte municipal, contrariando, assim, o disposto na alínea "b" do subitem 1.3 do Anexo 4 do Edital. A licitante Total Linhas Aéreas S/A, apesar de ter apresentado Certidão Negativa de Tributos Municipais, deixou de apresentar o documento comprobatório de sua inscrição no cadastro de contribuinte municipal, apresentando em seu lugar um Alvará de Licença para Localização;

- a recorrente também alude que a licitante Total Linhas Aéreas S/A apresentou documentação em idioma diverso da língua portuguesa, sem qualquer tradução, contrariando o § 1º do art. 22 da Lei 9.784/99.

Ante a alegação, a recorrente requer:

a) que seu Recurso seja recebido em seus efeitos devolutivo e suspensivo nos termos do § 2º do artigo 109 da Lei 8.666/93;

b) que a decisão recorrida seja reconsiderada pela Comissão Especial de Licitação, determinando-se a imediata inabilitação da licitante Total Linhas Aéreas S/A;

c) que o Recurso seja, independentemente da reconsideração ou não da habilitação pela Comissão Especial de Licitação, encaminhado para ciência do Ilustríssimo Senhor Doutor Presidente da ECT, para reformar a decisão recorrida, a fim de determinar a imediata inabilitação da licitante Total Linhas Aéreas S/A.

2.1.2. DA IMPUGNAÇÃO

A empresa Total Linhas Aéreas S/A apresentou impugnação ao recurso interposto pela empresa Varig Logística S/A, a qual adentrou tempestivamente nesta Comissão Especial de Licitação, no dia 15/12/2004. As contra-razões apresentadas pela impugnante são sustentadas pela mesma nos seguintes argumentos: a apresentação do alvará é documento comprobatório da sua inscrição no cadastro de contribuintes municipais, anexando expediente da Prefeitura Municipal de Curitiba/PR onde se ratifica esta contra-razão. Com relação ao idioma em que foi apresentado o contrato de leasing, defende-se a impugnante afirmando que somente deve ser apresentado no idioma oficial do Brasil quando a lei expressamente o exigir. Junto à sua defesa anexou cópia em língua portuguesa dos contratos.

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2.1.3. DO PARECER TÉCNICO

Considerando a documentação apresentada pela impugnante, a Comissão considerou como satisfeita a exigência.

2.1.4. DO PARECER JURÍDICO

De acordo com a Nota Jurídica/DEJUR/DCOR–1.376/2004, em seu item 1, pagina 5, o órgão jurídico conclui pela improcedência das alegações da Recorrente, recomendando à Comissão a promoção de diligência com vistas a melhor compreensão da documentação, conforme determina o inc. 3º do art. 43 da Lei 8.666/93, e a alínea "a" do subitem 2.5. do Edital.

2.2. DO RECURSO APRESENTADO PELA EMPRESA VARIG LOGÍSTICA S/A CONTRA A HABILITAÇÃO DA EMPRESA TAF LINHAS AÉREAS S/A

O recurso da empresa Varig Logística S/A contra a habilitação da empresa TAF Linhas Aéreas S/A adentrou tempestivamente nesta Comissão Especial de Licitação, no dia 07/12/2004. A síntese dos memoriais apresentados pela Recorrente encontra-se descrita a seguir:

2.2.1. DAS RAZÕES DO RECURSO

- a recorrente alude que a licitante TAF Linhas Aéreas Ltda apresentou balanço patrimonial e demonstrações contábeis irregulares, uma vez que o patrimônio líquido oriundo de tais documentos contábeis é decorrente do efeito de reavaliação de ativos, asseverando, também, a recorrente, que 79,21% da composição do Ativo Imobilizado da TAF Linhas Aéreas Ltda são de fundo de comércio.

- a recorrente também alude que a licitante TAF Linhas Aéreas Ltda apresentou documentação em idioma diverso da língua portuguesa, sem qualquer tradução, contrariando o § 1º do art. 22 da Lei 9.784/99.

- Alude, igualmente contra a licitante TAF Linhas Aéreas Ltda, que foi apresentada documentação fora do prazo de validade e tentativa de fraudar o certame. Informa que o documento é o leasing de aeronave.

2.2.2. DA IMPUGNAÇÃO

No que tange à documentação fora do prazo, a impugnante descaracteriza o recurso com a informação de que o contrato de leasing apresentado está de acordo com o exigido no Edital, pois a aeronave é de propriedade da TAF Linhas Aéreas, já que o contrato foi firmado com a opção de compra, não se caracterizando a necessidade de haver prorrogação haja vista que todas as parcelas haviam sido pagas.

2.2.3. DO PARECER TÉCNICO

A análise da impugnação apresentada foi considerada esclarecedora pela comissão, que decidiu pela manutenção da habilitação da TAF Linhas Aéreas S/A.

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2.2.4. DO PARECER JURÍDICO

De acordo com a Nota Jurídica/DEJUR/DCOR–1.376/2004, em seu item 2, página 7, o órgão jurídico conclui pela improcedência das alegações da Recorrente, quando analisadas as questões referentes ao idioma diverso da língua portuguesa e ao balanço patrimonial e demonstrações contábeis.

2.3. DO RECURSO APRESENTADO PELA EMPRESA RLA – RICO LINHAS AÉREAS S/A CONTRA A SUA INABILITAÇÃO

O recurso da empresa RLA – Rico Linhas Aéreas S/A contra a sua inabilitação adentrou tempestivamente nesta Comissão Especial de Licitação, no dia 07/12/2004. A síntese dos memoriais apresentados pela Recorrente encontra-se descrita a seguir:

2.3.1. DAS RAZÕES DO RECURSO

A recorrente, preliminarmente, contesta o entendimento do Departamento Jurídico, exarado na Nota Jurídica DEJUR/DCOR – 1228/2004, acerca da intempestividade de Pedido de Impugnação aos termos do Edital apresentado em 23/11/2004. O lapso temporal entre a data de apresentação do Pedido de Impugnação aos termos do Edital e a da Reunião da licitação teria sido de dois dias, pois, tanto a Lei de licitações, quanto o Edital da ECT, dispõem que na contagem dos prazos inclui-se o primeiro dia da contagem e exclui-se o último dia da contagem, sendo este o dia do evento.

Em seguida, a recorrente retoma a mesma argumentação já utilizada no Pedido de Impugnação apresentado à ECT, na Representação apresentada junto ao Tribunal de Contas da União e no Mandado de Segurança apresentado junto à Justiça Federal. Em linhas gerais, a recorrente alega que o edital contém exigências consideradas descabidas, notadamente exigências de natureza técnica. Alude que a exigência de apresentação de Certificado de Matrícula e Certificado de Aeronavegabilidade constitui uma inovação nos Editais da ECT, e que esse foi o motivo da desclassificação de empresas participantes do certame.

A recorrente assevera que efetuou levantamento nas últimas licitações da ECT e que nestas não constam a exigência de apresentação dos referidos certificados. Cita as seguintes licitações: 037/2001/AC de 01/10/2001; 045/2001/AC de 17/12/2001; 023/2002 CPL/AC de 29/04/2002; 074/2002 CPL/AC de 16/10/2002 e 106/2003 CPL/AC de 02/12/2003. Informa, ainda, que tal exigência só foi criada nas duas últimas licitações, a saber: 065/2004 CPL/AC de 17/11/2004 e 006/2004 CEL/AC de 25/11/2004. Assim, põe em dúvida a afirmação da ECT constante da já citada Nota Jurídica de que as exigências retro-mencionadas eram tradicionalmente utilizadas nos Editais de licitação de contratação de transporte aéreo de carga.

A recorrente alega que a ECT, ao fazer a exigência constante na alínea "a" do subitem 1.4 do Edital, feriu o Princípio da Legalidade devido ao fato de o documento exigido não constar do rol de documentos dos artigos 27 a 31 da Lei 8.666/93. Alega ainda que as exigências restritivas levaram a que não houvesse empresas vencedoras para os itens 10 e 11 da licitação.

Rechaça a argumentação de que as exigências documentais estão amparadas na exigüidade do

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prazo entre o início da licitação e a execução do contrato e, portanto, fundamenta-se no Princípio da Eficiência, já que este princípio deve ser observado pelo Administrador juntamente com o da Legalidade.

Alega que a exigência dos certificados não reforça o princípio da eficiência, pois estes documentos não são determinantes da capacidade de uma empresa prestar o serviço de forma adequada e no prazo em questão. O certificado de aeronavegabilidade no momento da habilitação não garante que a aeronave estará apta a prestar o serviço no momento do início do contrato, haja vista o caráter transitório da condição de aeronavegabilidade aferida pelo DAC.

Afirma que a exigência do Certificado de Matrícula implica a necessidade de que a aeronave encontra-se com a sua posse outorgada a um operador do Brasil. Assim, a emissão do certificado decorre de uma série de procedimentos administrativos, que visam à internalização da aeronave e comprovação de sua posse pelo operador. Desta forma, de maneira indireta, obriga-se que a aeronave requerida para a prestação do serviço esteja no momento do processo licitatório em território brasileiro, condicionando o referido ativo a um posicionamento geográfico como condição habilitatória, fato que contraria a legislação, em particular o que dispõe o art. 30, inciso II, §§ 5º e 6º da Lei 8.666/93.

Alega, também, a recorrente, que apenas em 25/10/2004 o Edital da licitação foi publicado, não havendo, portanto, tempo hábil para se negociar e trazer aeronaves do exterior, inclusive aeronaves mais novas e modernas, fato que foi vedado em virtude de que o Edital não permite a apresentação de protocolo de entrega ou de solicitação de documento.

Recorre igualmente a licitante contra sua inabilitação pela não apresentação do Balanço registrado na Junta Comercial, sem publicação no Diário oficial.

2.3.2. DA IMPUGNAÇÃO
Não houve.

2.3.3. DO PARECER TÉCNICO
Não cabe.

2.3.4. DO PARECER JURÍDICO.

De acordo com a Nota Jurídica/DEJUR/DCOR–1.376/2004, em seu item 3, página 11, o órgão jurídico conclui pela improcedência das alegações da Recorrente.

2.4. DO RECURSO APRESENTADO PELA EMPRESA ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA CONTRA A SUA INABILITAÇÃO

2.4.1. DAS RAZÕES DO RECURSO

- A licitante recorre contra a decisão da CEL em inabilitá-la por não apresentação da prova de inscrição no cadastro de contribuinte municipal, alegando que há a alternativa da apresentação de prova de inscrição no cadastro de contribuinte estadual, descrita no art. 29, II, da Lei 8.666/93.

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- Recorre igualmente contra sua inabilitação em virtude de não aceitação pela CEL dos Atestados de Capacidade Técnica por ela apresentados, pela sua incompatibilidade com o objeto do Edital. Alega, em sua defesa, os serviços prestados ao Banco Central do Brasil e à Editora Abril S.A, bem como à própria Empresa Brasileira de Correios e Telégrafos - ECT , pois durante um período de 30 dias ao longo do ano de 2004 atuou como subcontratada da empresa TOTAL Linhas Aéreas Ltda em linha da Rede Postal Aérea Noturna – RPN.

2.4.2. DA IMPUGNAÇÃO.
Não houve.

2.4.3. DO PARECER TÉCNICO

Do ponto de vista técnico, mantém a CEL seu posicionamento favorável à inabilitação da ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA pela não aceitação dos atestados de capacidade técnica apresentados, pelo fato de que os mesmos não atendem às exigências constantes na alínea "a.1.1." do subitem 5.2. do Edital, no que tange às características, quantidade e prazos compatíveis com o objeto licitado.

2.4.4. DO PARECER JURÍDICO

De acordo com a Nota Jurídica/DEJUR/DCOR–1.376/2004, em seu item 4, página 12, o órgão jurídico, quando analisada apenas a questão da apresentação da prova de inscrição no cadastro de contribuinte municipal, conclui pela aceitabilidade das argumentações apresentadas pela Recorrente no que se refere exclusivamente à prova de inscrição no cadastro de contribuinte municipal, destacando no referido parecer que a Recorrente poderá ser considerada inabilitada por outras razões.

2.5. DO RECURSO APRESENTADO PELA EMPRESA AIR BRASIL LINHAS AÉREAS LTDA CONTRA A SUA INABILITAÇÃO

2.5.1. DAS RAZÕES DO RECURSO

- A licitante recorre contra a decisão da CEL em inabilitá-la por ter apresentado vários documentos em cópias simples, aduzindo que, conforme o art. 225 do novo Código Civil, os documentos reproduzidos mecânica ou eletronicamente fazem prova plenas.

2.5.2. DA IMPUGNAÇÃO
Não houve.

2.5.3. DO PARECER TÉCNICO
Não cabe.

2.5.4. DO PARECER JURÍDICO
De acordo com a Nota Jurídica/DEJUR/DCOR–1.376/2004, em seu item 5, página 14, o órgão jurídico conclui pela improcedência das alegações da Recorrente.

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2.6. DO RECURSO APRESENTADO PELA EMPRESA TCB – TRANSPORTES CHARTER DO BRASIL LTDA CONTRA A HABILITAÇÃO DA EMPRESA BETA – BRAZILIAN TRANSPORTES AÉREOS LTDA

2.6.1. DAS RAZÕES DO RECURSO

- A licitante recorre contra a decisão da CEL em habilitar a empresa BETA – BRAZILIAN TRANSPORTES AÉREOS LTDA, pois contesta a regularidade da Certidão de Falência e Concordata apresentada, já que a fotocópia da mesma foi autenticada pelo Tabelião de Notas da Comarca de Barueri, que é distinta da comarca que emitiu o documento.

- Recorre igualmente contra a decisão da CEL em habilitar a empresa BETA – BRAZILIAN TRANSPORTES AÉREOS LTDA, por não ter sido apresentado pela mesma a relação dos itens para os quais pretendia apresentar proposta econômica, violando o princípio da vinculação ao Edital e o subitem 5.7, alínea 'c" do mesmo Edital.

2.6.2. DA IMPUGNAÇÃO

Alude a impugnante em suas contra-razões que cumpriu fielmente as condições estipuladas, rebatendo os dois itens citados pela recorrente em seu recurso.

2.6.3. DO PARECER TÉCNICO
Não cabe.

2.6.4. DO PARECER JURÍDICO
De acordo com a Nota Jurídica/DEJUR/DCOR–1.376/2004, em seu item 6, página 15, o órgão jurídico conclui pela improcedência das alegações da Recorrente.

2.7. DO RECURSO APRESENTADO PELA EMPRESA SKYMASTER AIRLINES LTDA CONTRA A EMPRESA VARIG LOGÍSTICA S/A.

2.7.1. DAS RAZÕES DO RECURSO

- Não obstante a inabilitação da empresa VARIG Logística S/A, a licitante SKYMASTER AIRLINES LTDA interpôs recurso administrativo, requerendo que fosse aplicada penalidade de multa prevista no subitem 10.1 do Edital e suspensão temporária, pelo período de 02 (dois) anos, de participação em licitação e impedimento de contratar com a Administração Pública, nos termos dos subitens 10.2 "c" e "e" do Edital. Entretanto, não apresenta a SKYMASTER a motivação de sua petição.

2.7.2. DA IMPUGNAÇÃO

A empresa **VARIG LOGÍSTICA S/A** apresentou suas contra-razões ao recurso administrativo interposto contra ela, fundamentando sua defesa na própria decisão da comissão em inabilitá-la.

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Acrescenta ainda que não fez uso de nenhum subterfúgio e que não praticou qualquer ato que pudesse frustrar os objetivos da Licitação e sequer fez uso de meios ilícitos que pudessem a vir abalar sua idoneidade perante a ECT.

2.7.3. DO PARECER TÉCNICO
Não cabe.

2.7.4. DO PARECER JURÍDICO
De acordo com a Nota Jurídica/DEJUR/DCOR–1.376/2004, em seu item 7, página 17, o órgão jurídico conclui pela improcedência das alegações da Recorrente.

2.8. DO DIREITO CONSTITUCIONAL DE PETIÇÃO APRESENTADO PELA EMPRESA VARIG LOGÍSTICA S/A.

2.8.1. DAS RAZÕES DO REQUERIMENTO

- A licitante requer a impugnação do Edital argumentando que a ECT utiliza critério de julgamento irregular e não condizente com o tipo de licitação previsto no edital, sustentando que por ser o critério de julgamento o de menor preço não se poderia exigir especificações técnicas relacionadas ao tipo e modelo da aeronave na fase de julgamento da proposta.

- Sustenta também a ilegalidade da exigência de regularidade fiscal das empresas com as quais a licitante tenha celebrado contratos de arrendamento, locação ou qualquer outro tipo de instrumento que garanta a posse ou disponibilidade das aeronaves.

2.8.2. DO PARECER TÉCNICO
Não cabe.

2.8.3. DO PARECER JURÍDICO
De acordo com a Nota Jurídica/DEJUR/DCOR–1.377/2004, em seu item 3, página 7, o órgão jurídico conclui pela decadência do direito da empresa Varig Logística S/A de impugnar o edital, ainda assim, no mérito, não é identificado qualquer fundamento que macule de ilegalidade o edital do certame em questão.

3. DO PARECER FINAL

Diante do exposto neste, a Comissão Especial de Licitação -CEL/AC, instituída pela Portaria-PRT/PR-134/2004, procedeu ao julgamento dos presentes recursos, e do pedido de impugnação, com base nos memoriais da peça recursal/contestações da Recorrida, bem como das Notas Jurídicas DEJUR/DCOR – 1.376/2004, que focou os recursos apresentados, e DEJUR/DCOR – 1.377/2004, que analisou a impugnação requerida, PROPÕE à autoridade superior o não acatamento dos recursos interpostos pelas empresas VARIG LOGÍSTICA S/A, RLA – RICO LINHAS AÉREAS S/A, ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA, AIR BRASIL LINHAS AÉREAS LTDA e TCB – TRANSPORTES CHARTER DO BRASIL LTDA, tendo em vista que os argumentos dos memoriais apresentados pela Recorrentes foram considerados insubsistentes e, portanto, improcedentes, mantendo-se, assim, a decisão prolatada por esta

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Comissão, referente à fase de habilitação da Concorrência-006/2004-CEL/AC, ocorrida no dia 25/11/2004, e publicada no Diário Oficial da União em sua edição do dia 30/11/2004, qual seja esta decisão: a **HABILITAÇÃO** das empresas TAF Linhas Aéreas S/A, SKYMASTER Airlines Ltda, TOTAL Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda; a **INABILITAÇÃO** das empresas RLA – Rico Linhas Aéreas S/A, VARIG Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, AIR Brasil Linhas Aéreas Ltda, TCB – Transportes Charter do Brasil Ltda.

No que tange ao Pedido de Impugnação apresentado pela empresa VARIG Logística S/A, consubstanciado na Nota Jurídica DEJUR/DCOR-1377/2004, a Comissão decide pelo indeferimento do mesmo.

Brasília/DF, 23 de dezembro de 2004.

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

DECISÃO DA AUTORIDADE SUPERIOR

Tendo em vista que as alegações das recorrentes RLA – Rico Linhas Aéreas S/A, VARIG Logística S/A, ATA – Atlântico Transporte Aéreo Ltda, AIR Brasil Linhas Aéreas Ltda, TCB – Transportes Charter do Brasil Ltda, são improcedentes, conforme instruções contidas neste relatório e na Nota Jurídica DEJUR/DCOR–1.376/2004, conheço dos recursos apresentados para, no mérito, indeferi-los, ratificando a decisão da Comissão publicada no D.O.U de 30/11/2004.

Da mesma forma, conheço as razões do Pedido de impugnação apresentadas pela empresa VARIG Logística S/A, ratificando a decisão da Comissão, devendo o certame em tela seguir o seu curso normal.

Brasília/DF, 23 de dezembro de 2004

JOÃO HENRIQUE DE ALMEIDA SOUSA
Presidente da ECT

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NOTA JURÍDICA/DCOR/DEJUR - 1377 /2004

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EMENTA: Concorrência – 006/2004. Impugnação intempestiva ao Edital. Critério irregular de julgamento. Exigência de regularidade fiscal. Cabimento.

Senhora Chefe do Departamento Jurídico.

O Presidente da Comissão Especial de Licitação encaminha para análise e parecer a impugnação ao edital de Concorrência 006/2004 – CEL/AC, que foi proposta pela empresa Varig Logística S.A.

Nos termos da CI/CEL/PRT/PR-134/2004-002/2004, o presidente da comissão informa, em suma, que a impugnante sustenta à possibilidade de impugnar o edital com base no direito constitucional de petição, muito embora vencido o prazo estabelecido por lei para este ato.

No mérito a empresa argumenta que a ECT utiliza critério de julgamento irregular e não condizente com o tipo de licitação previsto no edital. Sustenta, neste ponto, que o critério de julgamento foi o de menor preço, e por isso não é possível exigir especificações técnicas relacionadas ao tipo e modelo da aeronave na fase de julgamento das propostas.

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exigências legais e em atenção aos princípios que regem as licitações.

Ou seja, a impugnante, sob a alegação do direito constitucional de petição, apresenta impugnação que deveria ter sido apresentada no prazo de dois dias antes da abertura dos envelopes de habilitação, como determina o art. 41, §2°, da Lei 8.666/93, como conseqüência impõe-se a pena legal de decadência deste direito. Todavia, a título de informação, apresenta-se as seguintes considerações.

A impugnante argumenta que as especificações técnicas relacionadas ao tipo e modelo de aeronave, como consta nas alíneas "b", "c" e "d" do subitem 6.3, e subitens 8.2, são critérios de julgamento das propostas, e alega que isso não seria possível pois o critério de julgamento da licitação é o de menor preço.

O edital prevê no item 8, sob o título "julgamento das propostas", os critérios utilizados para julgamento da melhor proposta da seguinte forma:

> **8. Julgamento das propostas**
> 8.1 O julgamento da licitação será por item.
> 8.2 Para efeito de julgamento, as propostas serão classificadas pela ordem crescente dos preços ofertados, sendo considerada vencedora a licitante que, observadas as disposições do subitem 6.3 deste edital, bem como obedecidas todas as exigências do edital, inclusive de especificações técnicas, **oferecer o menor preço por hora de vôo**, já considerados todos os custos diretos e indiretos, acessórios e encargos tributários, trabalhistas, previdenciários e comerciais, incidentes sobre o preço.
> 8.3 (...)

O texto apresentado, sob a ótica do interprete mediano, não deixa dúvida de que a proposta mais vantajosa para a administração vai ser apurada unicamente sob o critério do menor preço tal qual é afirmado categoricamente no item 8.2.

Cabe salientar que a citação ao subitem 6.3 do edital tem por finalidade reafirmar que o licitante deverá manter as condições técnicas

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O instrumento convocatório determina que, se a aeronave a ser utilizada no transporte dos objetos postais não for de propriedade da licitante, é necessária à apresentação de documentação relativa às proprietárias das aeronaves que comprovem regularidade fiscal (subitem 1.3 do anexo 4).

Esta exigência deve-se a duas peculiaridades do transporte aéreo. Primeiramente, observa-se que as empresas deste setor, por diversos motivos, costumam utilizar as mais variadas formas contratuais (não só a compra e venda) para ingressarem na posse e uso de aeronaves sem implicar na terceirização. Todavia, estes instrumentos contratuais permitem que tais aeronaves sejam arrecadadas ou impedidas de voar em razão de dívidas da empresa fornecedora da aeronave. Segundo, a aviação civil tem demonstrado nos últimos anos graves dificuldades financeiras, o que tem causado inclusive o repentino cancelamento de vôos em razão das medidas judiciais das mais diversas, fato frequentemente noticiado pela imprensa.

Por outro lado, o transporte aéreo de cartas e encomendas não pode ser interrompido, sob pena de grave prejuízo ao serviço postal que pode ser constatado sob duas óticas: a) a ineficiente prestação do serviço público postal à população, b) bem como, em razão do dano ao erário público advindo do pagamento de centenas de indenizações previstas em regulamento pelo atraso na entrega de objetos postais.

Além disso, qualquer interrupção na prestação do serviço postal poderia abalar a credibilidade e a imagem da Empresa Brasileira de Correios e Telégrafos, instituição de prestação de serviço público de maior credibilidade no Brasil.

Nesse contexto, o alto grau de endividamento do setor de aviação civil demonstra que a ECT, enquanto prestadora do serviço público postal que tem de ser prestado com regularidade e continuidade, deve lançar mão de exigências que minimizem a possibilidade de interrupção do serviço

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3 . CONCLUSÃO

Portanto, com base nos argumentos acima delineados, conclui-se pela decadência do direito da empresa Varig Logística S/A de impugnar o edital, ainda assim, no mérito, não é identificado qualquer fundamento que macule de ilegalidade o edital do certame em questão, consequentemente à Concorrência 006/2004 – CEL/AC deve seguir o seu trâmite normal.

É o parecer que submeto à consideração superior.

Brasília, de dezembro de 2004.

JOSÉ CARVALHO DO NASCIMENTO JUNIOR
ADVOGADO ECT MAT. 8.134.147-4
OAB/DF 16.550

Aprovo a Nota Jurídica em 22/12/04

p/ **MARIA DE FÁTIMA MORAIS SELEME**
CHEFE DO DEPARTAMENTO JURÍDICO - ECT

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CORREIOS DEPARTAMENTO JURÍDICO – DEJUR

REF: CI / CEL/PRT/PR – 134-003/2004

DENAF 3/23

NOTA JURÍDICA / DEJUR / DCOR - 1376 / 2004

Senhora Chefe do Departamento Jurídico,

O Presidente da Comissão Especial de Licitação responsável pela Concorrência nº 006/04-CEL/AC, por intermédio da CI em epígrafe, encaminha a este Departamento, para análise e parecer, os Recursos Administrativos interpostos pelas Empresas VARIG LOGÍSTICA S/A, RLA – RICO LINHAS AÉREAS S/A, ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA, AIR BRASIL LINHAS AÉREAS LTDA e TCB – TRANSPORTES CHARTER DO BRASIL LTDA contra o resultado do julgamento da habilitação do referido certame publicado no dia 30/11/2004 no Diário Oficial da União.

Em 25/11/2004 foi realizada a sessão de abertura da referida Concorrência que tem por objeto a contratação de serviços de transporte aéreo de cargas em aeronaves cargueiras paletizadas. Esta reunião destinou-se a receber os documentos de habilitação e as propostas econômicas das licitantes interessadas em participar do certame em comento.

Participaram da reunião 09 (nove) empresas. Foram declaradas habilitadas as empresas TAF LINHAS ÁEREAS S/A, SKYMASTER AIRLINES S/A, TOTAL LINHAS AÉREAS S/A E BETA – BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA. Por sua vez, foram inabilitadas as empresas RLA – RICO LINHAS AÉREAS S/A, VARIG LOGÍSTICA S/A, AIR BRASIL LINHAS AÉREAS LTDA, TCB TRANSPORTES CHARTER DO BRASIL LTDA E ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA.

A empresa VARIG LOGÍSTICA S/A apresentou recurso administrativo contra a habilitação das empresas TOTAL LINHAS AÉREAS S/A e TAF LINHAS AÉREAS LTDA, não interpondo recurso contra sua inabilitação. Em relação à discordância aos termos do edital, a empresa protocolou "Direito Constitucional de Petição".

Insurgindo-se contra a decisão da CEL/AC que as julgou inabilitadas para prosseguir no certame, as empresas RLA – RICO LINHAS AÉREAS S/A, ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA e AIR BRASIL LINHAS AÉREAS LTDA interpuseram recurso administrativo, bem como a empresa TCB –

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DENAF 3119

POSTERGARIAM INDEFINIDAMENTE O PROCEDIMENTO E ACARRETARIAM MANIFESTA INSEGURANÇA AOS QUE DELE PARTICIPAM.

(...)

O FORMALISMO NO PROCEDIMENTO LICITATÓRIO NÃO SIGNIFICA QUE SE POSSA DESCLASSIFICAR PROPOSTAS EIVADAS DE SIMPLES OMISSÕES OU DEFEITOS IRRELEVANTES.*(...) (Grifamos)*

(Min. DEMÓCRITO REINALD, S-PRIMEIRA SEÇÃO- MS 5418/DF; MANDADO DE SEGURANÇA1997/0066093-1 DJ DATA:01/06/1998 PG:00024)

"Desde que a ausência desses elementos não crie dificuldade à identificação dos licitantes e à análise das propostas apresentadas, não atenderia ao interesse público, a pretexto de um rigoroso cumprimento da "lei do certame", afastar do procedimento licitatório os concorrentes cujas propostas se apresentassem com tais imprecisões.(...)"

(TCU, Decisão 017 / 2001, Relator Min. Adylson Motta, data 24.01.2001, D.O.U nº 24-E de 02.02.2001)

Assim, diante das razões acima elencadas, conclui-se pela improcedência das alegações da Recorrente, devendo a Comissão promover diligência com vistas a melhor compreensão da documentação, conforme determina o § 3º do art. 43 da Lei nº 8.666/93, e alínea "a" do subitem 2.5 do Edital.

2- Recurso apresentado pela Varig Logística S/A contra a habilitação da empresa TAF LINHAS AÉREAS S/A

a) – Apresentação de balanço patrimonial e demonstrações contábeis irregulares;

A Recorrente alega que embora a licitante tenha apresentado um saldo de patrimônio liquido de R$ 10.776.301,03, bem superior aos R$ 1.950.000,00 exigidos como patrimônio líquido para ser considerada habilitada para participar dos itens 7 e 8, cujos valores mínimos eram de R$900.000,00 e R$ 1.050.000,00, respectivamente, o referido patrimônio da licitante é decorrente do efeito da reavaliação de ativos.

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> *Tal princípio "exige que a atividade administrativa seja exercida com presteza, perfeição e rendimento funcional. É o mais moderno princípio da atuação administrativa, que já não se contenta em ser desempenhada apenas com legalidade, exigindo resultados positivos para o serviço público e satisfatório atendimento das necessidades da comunidade e de seus membros."*[1]

> *Nesse contexto, cumpre ressaltar que a necessidade efetiva de aquisição do objeto da licitação é imprescindível para garantir a continuidade do serviço postal, previsto no art. 21, inciso X, da Constituição Federal de 1988, serviço público que foi outorgado à ECT pelo art. 2º, I, do Decreto-lei n.º 509, de 20 de março de 1969, exercido sob a forma de serviço público de natureza exclusiva da União conforme disposição do arts. 9º e 47 da Lei n.º 6.538, de 22 de junho de 1978 (Lei Postal).*

No que tange a manifestação do Recorrente de que a Lei de Licitações veda exigências de propriedade e de locação prévia, não podendo o edital como norma derivada estabelecer qualquer restrição ou discriminação relativamente aos licitantes, vale colacionarmos a resposta da ECT à representação apresentada pela Recorrente junto ao TCU, *in verbis*:

> *É importante destacar que os documentos solicitados por meio da alínea "a" do subitem 1.4 do Edital* ***não exigem a obrigatoriedade de os licitantes serem proprietários de aeronaves****. Poderiam arrendar as aeronaves, desde que de empresas regulares do ponto de vista fiscal (alínea a.2), e* ***demonstrar****, por meio de contrato, que terão* ***a posse*** *dos equipamentos* ***no prazo definido para o início das operações e durante a vigência contratual****.*
>
> *Constata-se que não houve exigência prévia de propriedade da aeronave, nem tampouco se exigiu que o operador dispusesse, no momento da licitação, da aeronave em solo brasileiro.*
> *(...)*
> *A documentação exigida no Edital é a necessária para que a ECT possa iniciar os serviços objeto da licitação no prazo definido no Edital, que é de até 20 (vinte) dias após a assinatura do contrato. Se não constasse essa exigência, não haveria condições de garantir o início da prestação dos serviços no prazo requerido.*
>
> *É importante ressaltar que o prazo de início da prestação do serviço estabelecido no Edital está em conformidade com o rol de medidas saneadoras relatado no quadro existente no Item III do presente documento.*

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[1] MEIRELLES, Hely Lopes. "*Direito Administrativo Brasileiro*" – 25ª. Ed. São Paulo: Malheiros, 2000, p.90.

DENAF 2111

Consoante noticiado pela Comissão, os documentos fornecidos pela licitante sem a devida autenticação não são passíveis de serem obtidos pela Internet:

1) Certificado de Matrícula;
2) Certificado de Aeronavegabilidade;
3) Certificado de homologação de Empresa de Transporte Aéreo;
4) Atestado de Capacidade Técnica;
5) Declaração de que atende o inciso V do art. 27 da Lei nº 8.666/93.

Estabelece o art. 225 do Código Civil:

> *Art. 225. As reproduções fotográficas, cinematográficas, os registros fonográficos e, em geral, quaisquer outras reproduções mecânicas ou eletrônicas de fato ou de coisas fazer prova plena destes,* ***se a parte, contra quem forem exibidos, não lhes impugnar a exatidão. (grifo nosso).***

Nesse contexto, as reproduções mecânicas somente fazem prova plena se a parte contra quem forem exibidos não lhes impugnar a exatidão. Destarte, não poderia a Comissão aceitar apenas cópia de tais documentos, uma vez que o subitem 5.6 faculta apresentação de cópia simples dos mesmos desde que haja a apresentação dos originais para conferência e autenticação pela Comissão de Licitação.

Em observância aos princípios da vinculação ao instrumento convocatório e da isonomia entre os licitantes, não poderia a Comissão aceitar a documentação da licitante recorrente em cópia simples, sob pena de estar infringindo as normas editalícias.

Ademais, a regra do art. 225 do Código Civil não se aplica à licitação em tela, haja vista que deve-se observar o disposto no art.32 da Lei nº 8.666/93 face ao princípio da especialidade:

> *"Art. 32. Os documentos necessários à habilitação poderão ser apresentados em original, por qualquer processo de cópia autenticada por cartório competente ou por servidor da Administração ou publicação em órgão da imprensa oficial."*

Desse modo, verifica-se que a regra do edital é ainda mais permissiva que a lei ao possibilitar a apresentação de cópia simples mediante a apresentação dos originais para a conferência e autenticação da Comissão, não

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DENAF 3107

incorreu em uma das situações mencionadas. Portanto, razão não assiste à Recorrente quando requer a penalização da VARIGLOG, com fundamento no referido dispositivo.

No que tange à penalidade prevista no subitem 10.2, não restou plenamente demonstrado pela Recorrente que a VARIGLOG praticou atos ilícitos visando frustrar os objetivos da licitação ou que a empresa não possuísse idoneidade para contratar com a ECT. A apresentação de documentação em desacordo com as regras do edital não podem justificar, por si só, a aplicação das penalidades previstas no instrumento convocatório.

Portanto, com fundamento nos motivos acima esposados, opinamos pela improcedência de todos os recursos administrativos apresentados, devendo o certame seguir o seu curso normal uma vez que observadas as exigências legais.

É a Nota Jurídica.

À apreciação superior.

Brasília, 21 de dezembro de 2004.

Karina Speridião Ribeiro

Karina Speridião Ribeiro
OAB/DF nº 16.267

De Acordo:

José Carvalho do Nascimento Júnior
OAB/DF – 16.550
Mat.: 8.134.147-4

APROVO EM: 22/12/04

p/ **MARIA DE FÁTIMA MORAIS SELEME**
Chefe do Departamento Jurídico/ECT

Wellington Dias da Silva
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Certifico e dou fé, para os devidos fins, que nesta data foi-me apresentado um documento redigido em idioma inglês, constando de Contrato de Arrendamento de Aeronave 22007, celebrado entre Aviation Capital Group Corp. e Total Linhas Aéreas S.A., em data de 12 de junho de 2002, documento este que traduzo para o vernáculo nos seguintes termos:

"CONTRATO DE ARRENDAMENTO DE AERONAVE 22007

datado de 12 de junho de 2002

entre

AVIATION CAPITAL GROUP CORP.,

(na qualidade de arrendadora)

e

TOTAL LINHAS AÉREAS S.A.

(na qualidade de arrendatária)

- tendo por objeto -

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Uma Aeronave de Carga Boeing 727-2A1HK, Ano de Fabricação 1980, Número de Série do Fabricante 22007, equipada com três motores Pratt & Whitney JT8D-15A

O PRESENTE CONTRATO DE ARRENDAMENTO DE AERONAVE 22007 FOI ASSINADO EM DIVERSAS VIAS. À MEDIDA QUE O PRESENTE CONTRATO DE ARRENDAMENTO DE AERONAVE 22007

Lei 13.228 de 28/07/2001 FUNARPEN SELO DE AUTENTICIDADE REGISTRAL Nº AB067015

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CONSTITUI INSTRUMENTO DE GARANTIA (TAL COMO DEFINIDA ESSA EXPRESSÃO NO CÓDIGO COMERCIAL UNIFORME EM VIGOR EM QUALQUER DAS JURISDIÇÕES EM QUE SE APLIQUE), NENHUM DIREITO DE GARANTIA SOBRE O PRESENTE CONTRATO DE ARRENDAMENTO DE AERONAVE 22007 PODERÁ SER CRIADO POR MEIO DA TRANSFERÊNCIA OU DA POSSE DE QUALQUER DAS SUAS VIAS QUE NÃO SEJA A VIA ORIGINAL CONTENDO O RECIBO FIRMADO PELA ARRENDADORA OU, CASO ESTA TENHA CEDIDO SEUS DIREITOS A UM TERCEIRO EM CONFORMIDADE COM O PRESENTE CONTRATO DE ARRENDAMENTO DE AERONAVE 22007, O RECIBO FIRMADO POR ESSE TERCEIRO NA PÁGINA DE ASSINATURAS DO PRESENTE CONTRATO DE ARRENDAMENTO DE AERONAVE 2008.

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CONTRATO DE ARRENDAMENTO DE AERONAVE 22007

O presente **CONTRATO DE ARRENDAMENTO DE AERONAVE 22007** (o presente Contrato) é datado de 12 de junho de 2002 e celebrado entre:

(1) AVIATION CAPITAL GROUP CORP, , sociedade de Delaware, com sede em 800 Newport Center Drive, Suite 425, Newport Beach, California 92660, E.U.A. (doravante designada "Arrendadora"), e

(2) TOTAL LINHAS AÉREAS S/A, sociedade anônima constituída e existente nos termos das leis brasileiras, com sede na Rua Boaventura, 2.312, Hangar 6, Jaraguá, Belo Horizonte, Minas Gerais, CEP 31270-310, Brasil (doravante designada "Arrendatária").

PREÂMBULO:

A Arrendadora detém a propriedade do Bem Arrendado (conforme esse termo encontra-se definido na Cláusula 1.1 abaixo) e pretende arrendar o Bem Arrendado à Arrendatária, e esta se compromete a tomá-lo em arrendamento à Arrendadora, na conformidade e com observância das disposições, termos e condições estabelecidos neste Contrato.

ASSIM, tendo em vista o acima disposto e demais contrapartidas bastantes, cuja aceitação e suficiência ora se reconhece, Arrendadora e Arrendatária estabelecem o quanto segue:

1. DEFINIÇÕES e INTERPRETAÇÃO

1.1 Definições

Salvo se o contexto de outro modo o exigir, as expressões abaixo relacionadas têm, no presente Contrato,

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os significados que a seguir, respectivamente, se lhes atribui:

Custo Real	aplicando-se a serviços de manutenção na Aeronave, significa o custo real de substituição de peças, mais o custo da mão-de-obra para tanto necessária, aos valores internos de mão-de-obra da Arrendatária (se o serviço for por esta executado) ou aos valores de custo de terceiros cobrados à Arrendatária (se o serviço for executado por terceiros), não devendo incluir, em nenhuma circunstância, multas por atraso, margens de lucro, juros ou outras quantias semelhantes.
Instrumento de Hipoteca Adicional	conforme definido na Cláusula 14.3 do presente instrumento.
Credor Hipotecário Adicional	conforme definido na Cláusula 14.3 do presente instrumento.
Contraprestação Adicional	em conjunto, a Contraprestação Adicional pela Fuselagem, a Contraprestação Adicional Pela *APU*, Contraprestação Adicional Pelos Motores, Contraprestação Adicional Pelas *LLP* dos Motores e a Contraprestação Adicional Pelo Trem de Pouso.
Coligada	relacionando-se a uma Pessoa, qualquer outra Pessoa direta ou indiretamente por ela controlada, qualquer outra Pessoa que, direta ou indiretamente, dela tenha o controle, ou qualquer outra Pessoa que, com ela, esteja sob controle comum. Para esse efeito, "controle" de uma Pessoa significa a titularidade da maioria do capital votante dessa Pessoa.
Oficina de Manutenção Homologada	a Arrendatária ou qualquer outro Fabricante, empresa aérea ou prestadora de serviços de manutenção, idôneos, que: (i) tenham experiência na manutenção de aeronaves e/ou motores do mesmo tipo da Aeronave e

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	dos Motores; (ii) sejam devidamente certificados pela *FAA* (Administração Federal de Aviação do Departamento de Transporte dos Estados Unidos) nos termos do *FAR Part* 145 (Regulamento Federal de Aviação – Parte 145), e/ou pela *JAA* (Autoridades Comuns da Aviação), nos termos do *JAR Part* 145 (Regulamento *JAR* - Parte 145), e pela Autoridade Aeronáutica; e (iii) tenham a aprovação da Arrendadora nos termos da Cláusula 7.5.
Valor Estipulado	US$8.000.000,00 (oito milhões de dólares dos Estados Unidos).
Aeronave	a aeronave descrita na Part 1 do Anexo 1 (incluindo, sempre que o contexto o admitir, todos os Motores, Partes e Documentos da Aeronave).
Documentos da Aeronave	os documentos, dados e registros identificados na Parte 2 do Anexo 1 e todos os seus adendos, renovações, revisões e substituições periodicamente feitas em conformidade com este Contrato.
Fuselagem	a Aeronave, com exclusão dos Motores e dos Documentos da Aeronave.
Contraprestação Adicional Pela Fuselagem	definida na Cláusula 5.4(a).
Valor da Contraprestação Adicional Pela Fuselagem	o valor mensal fixo de US$20.000,00 (vinte mil dólares dos Estados Unidos).
Fabricante da Aeronave	The Boeing Company.
Despesas Reembolsáveis Relativas à Fuselagem	definidas na Cláusula 7.2(a)(i).

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Leis Aplicáveis	o conjunto de: (i) leis, tratados e acordos internacionais adotados pelo governo de um país; (ii) leis de qualquer estado, província, território, localidade ou outra subdivisão política do governo de um país; e (iii) normas, regulamentos, sentenças, decisões, ordens, injunções, mandados, diretivas, licenças e permissões de qualquer Entidade Governamental ou árbitro.
Programa de Manutenção Aprovado	o programa de manutenção da Arrendatária aprovado por escrito pela Arrendadora até a Data de Entrega, que deverá estar sempre em conformidade com o *MPD* do Fabricante da Fuselagem e com o *MPD* do Fabricante dos Motores, tal como modificados de tempo em tempo, de acordo com o presente Contrato.
APU	(i) a unidade auxiliar de força relacionada no Anexo 1; (ii) todas e quaisquer Peças, contanto que estejam tais Peças incorporadas ou afixadas à referida unidade auxiliar de força ou nela instaladas, ou que, após a sua remoção da aludida unidade auxiliar de força, a Arrendadora delas tenha a propriedade, em conformidade com os termos da Cláusula 8.17; e (iii) à medida que pertençam à Arrendadora, todas as substituições, reposições ou atualizações periodicamente feitas na aludida unidade auxiliar de força ou em qualquer das Peças mencionadas no item (ii) acima, conforme exigido ou permitido pelo presente Contrato.
Contraprestação Adicional Pela *APU*	significado atribuído na Cláusula 5.4(a)(v).
Valor da Contraprestação Adicional Pela *APU*	US$10,00 (dez dólares dos Estados Unidos) por hora de *APU*.

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Despesas Reembolsáveis Relativas à *APU*	definidas na Cláusula 7.2(e)(i).
ATC/Autoridade Aeroportuária	qualquer autoridade de controle de tráfego, incluindo a Eurocontrol e a Infraero, assim como qualquer autoridade aeroportuária com jurisdição sobre aeronaves operadas pela Arrendatária ou um subarrendatário.
Autoridade Aeronáutica	todas e quaisquer Entidades Governamentais que, nos termos das leis do Estado de Registro, de tempo em tempo: (i) detenham o controle e a supervisão da aviação civil; ou (ii) tenham jurisdição sobre o registro, a aeronavegabilidade ou operação da Aeronave, ou sobre questões que a esta digam respeito.
Contraprestação Básica	todas as quantias a serem pagas, nos termos da Cláusula 5.3.
Valor da Contraprestação Básica	US$87.500,00 (oitenta e sete mil e quinhentos dólares dos Estados Unidos) por Período de Arrendamento.
Dia Útil	dia (que não seja um sábado, ou domingo, ou feriado em que os bancos estejam fechados) no qual negócios da natureza daqueles exigidos pelo presente Contrato sejam realizados na cidade na qual esteja situado o escritório da Arrendatária referido na Cláusula 16.10(b).
Check-C	*check* de manutenção da Fuselagem nos termos do Programa de Manutenção Aprovado, designado como um *check* "C", consistindo em um *check* integral e completo por área, de sistemas e estrutural, e incluindo os correspondentes níveis inferiores ("A" e "B", ou equivalentes), assim como quaisquer outras tarefas de manutenção e inspeções que sejam parte de tais *checks*, tudo em conformidade com o Programa de Manu-

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tenção Aprovado, ou, se este for modificado e não mais se referir a um *check* "C" integral e completo por área, de sistemas e bloco estrutural, um *check* que consista naqueles itens de manutenção caracterizados pelo Programa de Manutenção Aprovado e melhores práticas do setor, como um *check* "C" (ou seu equivalente), mas, de todo modo, não incluindo reparos decorrentes de má operação ou manutenção, ou de danos acidentais.

CER — uma reforma completa de Motor, incluindo, no que concerne a qualquer dos Motores, a inspeção visual completa e o reparo, conforme necessário, de todos os módulos de Motor em uma oficina de reparos/revisão geral de Motores, incluindo desmontagem completa do Motor, sua inspeção visual completa, a remoção das palhetas de *LLP*s, conforme necessário; inspeção visual de todas as *LLP*s, verificação de que todos os diâmetros de *snap* nas *LLP*s estejam dentro das tolerâncias, inspeção de todas as palhetas para adequação das dimensões da linha de corda e verificação de trincas, reparo ou substituição de todas as palhetas que estejam abaixo das tolerâncias mínimas, inspeção e reparos dos estatores, conforme necessário, montagem das palhetas de *LLP*s com novos dispositivos de travamento, montagem de rotores na turbina, balanceamento de todos os rotores, e instalação de rotores nos Motores.

Certificado de Aceitação — certificado, conforme o modelo anexo como Apenso A, a ser preenchido e firmado pela Arrendadora e pela Arrendatária por ocasião da Entrega.

Certificado de Condições de Entrega — certificado, conforme o modelo anexo como Apenso B, a ser preenchido e firmado pela Arrendadora e pela Arrendatária por ocasião da Entrega.

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Código	o Código Tributário Federal norte-americano *(Internal Revenue Code)* de 1986 e suas modificações posteriores.
Comissão de Compromisso	US$87.500,00 (oitenta e sete mil e quinhentos dólares dos Estados Unidos).
CPCP	o Programa de Prevenção e Controle de Corrosão, da Arrendatária, que é parte do Programa de Manutenção Aprovado.
Contrato de Financiamento	coletivamente, qualquer contrato de empréstimo ou financiamento entre a Arrendadora e um Financiador, no qual as obrigações da Arrendadora estejam asseguradas por Direito de Garantia que recaia sobre qualquer item do Bem Arrendado ou sobre o presente Contrato.
Ciclo	uma decolagem e uma aterrissagem de uma aeronave.
DAC	significa o Departamento de Aviação Civil do Ministério da Aeronáutica brasileiro, assim como qualquer pessoa, repartição pública, órgão, comissão ou agência que venham a sucedê-lo em suas funções.
Limiar de Notificação de Danos	US$250.000,00 (duzentos e cinquenta mil dólares dos Estados Unidos).
Inadimplemento	uma Hipótese de Inadimplemento e qualquer evento que, mediante notificação, decurso de prazo, determinação de relevância ou cumprimento de outra condição, ou qualquer combinação das hipóteses anteriores, configure uma Hipótese de Inadimplemento.
Taxa de Juros de Mora	a qualquer tempo e de tempo em tempo, 4% acima da *LIBOR*, composta mensalmente e calculada com base no número efetivo de dias transcorri-

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	dos e em ano de 360 dias.
Entrega	a entrega da Aeronave à Arrendatária, em conformidade com os termos deste Contrato.
Data de Entrega	a data em que ocorrer a Entrega, devendo corresponder à Data de Entrega Programada ou outra data notificada pela Arrendadora à Arrendatária, em conformidade com as disposições deste Contrato
Local de Entrega	local, no território continental dos Estados Unidos ou da Europa Ocidental, mutuamente aceitável à Arrendadora e à Arrendatária.
Dólares e $	a moeda oficial dos Estados Unidos da América.
Motor	quer instalado na Aeronave, quer não: (a) cada um dos motores de fabricação, modelo e número de série especificados na Parte 1 do Anexo 1, de propriedade da Arrendadora, ou (b) qualquer motor que os substitua, cuja propriedade passe à Arrendadora, em conformidade com a Cláusula 8.17(a), incluindo, em cada um desses casos, todos os módulos e Peças que, de tempo em tempo, pertençam a esse motor, nele estejam instalados ou que constituam apetrechos desse motor.
Contraprestação Adicional Pelos Motores	definida na Cláusula 5.4(a)(ii).

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Valor da Contraprestação Adicional Pelos Motores	US$65,00 (sessenta e cinco dólares dos Estados Unidos) por Motor, por Hora de Vôo ou Ciclo, prevalecendo, dentre estes, o mais longo.
Contraprestação Adicional Pelas *LLP* dos Motores	definida na Cláusula 5.4(a)(iii).
Valor da Contraprestação Adicional Pelas *LLP* dos Motores	US$35,00 (trinta e cinco dólares dos Estados Unidos) por Motor, por Hora de Vôo ou Ciclo, prevalecendo, dentre estes, o mais longo.
Despesas Reembolsáveis Relativas à *LLP* dos Motores	definidas na Cláusula 7.2(c)(i).
Perda de Motor	a ocorrência, em relação a um dos Motores, de uma das hipóteses relacionadas nas alíneas (a) a (d) da definição de "Perda Total", como se as referências à "Fuselagem" constituíssem referências ao aludido "Motor".
Data da Perda de Motor	a data pertinente, determinada em conformidade com a definição de "Data da Perda Total", como se tal definição se aplicasse a uma Perda de Motor.
Fabricante dos Motores	Pratt & Whitney.
Despesas Reembolsáveis Relativas aos Motores	definidas na Cláusula 7.2(b)(i).
Inspeção Não-Programada de Motor	Inspeção não-programada que exija a desmontagem de um Motor (mas excluindo, para esse fim, a remoção, instalação, manutenção e reparo de *kits* de "Troca Rápida de Motor"), durante a qual deva ser realizada uma restauração ou reparo nas seções quentes ou uma restauração e reparo

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nas seções frias, ou uma substituição de *LLPs*.

Mudança de Equipamento	qualquer modificação, alteração, acréscimo ou remoção feitas na Aeronave durante o Prazo de Vigência.
Eurocontrol	a Organização Européia para Segurança da Navegação Aérea.
Hipótese de Inadimplemento	definida na Cláusula 13.1.
Atraso Escusável	no que concerne à entrega da Aeronave, o atraso ou inexecução em razão ou resultantes de força maior ou atos de inimigos públicos, guerra civil, insurreição ou distúrbios, incêndio, inundação, explosão, terremoto, acidente grave, epidemia, ataques terroristas, restrições de quarentena, restrições à importação, atos de governo, prioridade governamental, alocação, regulamentação ou ordem que, direta ou indiretamente, afete a Aeronave, um fabricante, a Arrendadora ou quaisquer materiais ou instalações, greve ou conflito trabalhista que causem a cessação, redução do ritmo de produção ou interrupção do trabalho, impossibilidade de obter pontualmente, após as devidas e oportunas providências, equipamentos, dados ou materiais de fabricantes, fornecedores, proprietários, vendedor ou arrendatário, danos, destruição ou perda, condições climáticas desfavoráveis, que impeçam quaisquer serviços, inspeções ou vôos da Aeronave, ou qualquer outra causa, à medida que a referida causa esteja fora do controle da Arrendadora, esteja ou não acima relacionada, e quer lhes seja semelhante não.
Data de Término	a Data de Término Programada ou, se a ela anterior, a data na qual:

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(a) a Aeronave tenha sido devolvida em conformidade com este Contrato e todas as obrigações da Arrendatária tenham sido cumpridas; ou

(b) a Arrendadora receba o Valor Estipulado, após uma Perda Total, assim como todos os demais valores então devidos e não pagos, em conformidade com este Contrato.

FAA a Administração Federal de Aviação *(Federal Aviation Administration)* do Departamento de Transporte dos Estados Unidos, ou Entidade Governamental que venha a sucedê-la em suas funções.

Endividamento Financeiro endividamento relativo a:

(a) quantias tomadas em empréstimo;

(b) responsabilidades decorrentes de debêntures, títulos de dívida, notas, empréstimos obtidos para a compra de ações, créditos por aceite de letras de câmbio, créditos documentários ou outros direitos de garantia;

(c) o custo de aquisição de ativos, à medida que devido antes ou depois da sua aquisição ou posse; ou

(d) o valor capitalizado (determinado em conformidade com práticas contábeis geralmente aceitas nos Estados Unidos da América) de obrigações decorrentes de leasing financeiro; ou

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(e) qualquer garantia, obrigação de indenizar, ou compromisso semelhante, contra prejuízos financeiros de uma Pessoa, em relação ao acima disposto.

Financiadores — coletivamente: (i) cada um dos Credores; (ii) cada um dos Credores Hipotecários; (iii) cada um dos Credores Hipotecários Adicionais; (iv) cada uma das Pessoas que emprestem dinheiro à Arrendadora e em favor das quais um Credor Hipotecário Adicional detenha um Direito de Garantia sobre o Bem Arrendado; e (v) os sucessores e cessionários autorizados dessas Pessoas.

Hora de Vôo — cada hora ou fração de hora (arredondada para a casa decimal seguinte) transcorrida entre o momento em que as rodas da Aeronave deixem o solo, na decolagem, até que o momento em que o toquem novamente.

GAAP — princípios contábeis geralmente aceitos, tal como de tempo em tempo em vigor no Estado de Constituição e uniformemente aplicados em conformidade com práticas históricas de uma Pessoa, observadas as alterações periódicas desses princípios.

Entidade Governamental

(a) governo federal, estadual ou municipal, suas subdivisões políticas, ou jurisdições locais neles compreendidas;

(b) conselho, comissão, departamento, divisão, órgão da administração indireta, juízo, agência ou suas subdivisões políticas; e

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(c) associação, organização ou instituição das quais qualquer das entidades acima mencionadas seja membro, ou a cuja jurisdição qualquer delas esteja sujeita, ou de cujas atividades qualquer dessas entidades participe.

Base Usual	o Brasil ou, com a anuência prévia e por escrito da Arrendadora, qualquer outro estado, província ou país em que a Aeronave que constitua, no momento, a sua base usual.
Franquia do Seguro do Casco	US$250.000,00 (duzentos e cinquenta mil dólares dos Estados Unidos).
IATA	Associação Internacional do Transporte Aéreo.
Partes a Indenizar	a Arrendadora, qualquer dos Financiadores, os respectivos sucessores e cessionários dessas Pessoas, e os acionistas, membros, sócios, Coligadas, conselheiros, diretores, empregados, representantes e funcionários dessas Pessoas.
Seguros	definidos na Cláusula 9.1.
JAA	as Autoridades Comuns da Aviação *(Joint Aviation Authorities)* da Conferência Européia de Aviação Civil *(European Civil Aviation Conference)*.
JAR	os Regulamentos da Aviação *(Joint Aviation Regulations)* emitidos pela *JAA*, vigentes a qualquer tempo.
Trem de Pouso	o conjunto do trem de pouso da Aeronave, com exclusão das rodas e dos conjuntos de freio.

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Contraprestação Adicional Pelo Trem de Pouso	definida na Cláusula 5.4(a)(iv).
Valor da Contraprestação Adicional Pelo Trem de Pouso	US$15,00 (quinze dólares dos Estados Unidos) por Ciclo.
Despesas Reembolsáveis Relativas ao Trem de Pouso	definidas na Cláusula 7.2(d)(i).
Bem Arrendado	a Aeronave e os Documentos da Aeronave.
Credores	em conjunto: quaisquer instituições financeiras signatárias de um Contrato de Financiamento, na qualidade de credoras.
Peça Instalada da Arrendatária	Peça instalada na Aeronave após a Entrega, que não constitua reposição de nenhuma Peça da Aeronave e não exigida em Lei Aplicável, de propriedade da Arrendatária e objeto de um Direito de Garantia em favor de uma parte não-vinculada, ou de propriedade de uma parte não-vinculada e arrendada ou vendida com reserva de domínio à Arrendatária.
Ônus da Arrendadora	(a) qualquer Direito de Garantia outorgado de tempo em tempo pela Arrendadora ou qualquer dos Financiadores, ou criado por seu intermédio, com relação ao financiamento ou refinanciamento da Aeronave;

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(b) qualquer outro Direito de Garantia concernente à Aeronave, que resulte de atos ou omissões da Arrendadora ou de um dos Financiadores, ou de pretensões que lhes sejam oponíveis, não relacionado à operação da Aeronave nem às operações contempladas no presente Contrato ou permitidas conforme nele previsto; e

(c) Direitos de Garantia que digam respeito à Aeronave em razão de Impostos Não-Indenizáveis.

LLPs — Peças com duração de uso limitada.

LIBOR — deverá significar a taxa determinada pela Arrendadora como igual à Taxa Oferecida no Mercado Interbancário de Londres para depósitos em dólares dos Estados Unidos, da respectiva conforme cotação no *Wall Street Journal*.

Programa de Manutenção — programa de manutenção aprovado pela Autoridade Aeronáutica para a Aeronave, compreendendo manutenção programada, manutenção pelo sistema de monitoramento contínuo *(condition monitored)* e/ou manutenção para correção de anomalia específica *(on-condition)* da Fuselagem, Motores e Peças, incluindo serviços de reabastecimento, testes, manutenção preventiva, reparos, inspeções estruturais, verificações de sistemas, revisões gerais, modificações aprovadas, boletins de serviço, ordens de engenharia, diretrizes de aeronavegabilidade, controle de corrosão, inspeções e tratamentos.

Inspeções de Vulto *(*Major Checks*)* — qualquer *Check-C*, *check* múltiplo ou *check* de fase "C", *check* "D" ou manutenção anual detalhada, ou parte dela, sugerida pelo Fabricante da

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Checks)	Fuselagem para aeronaves comerciais do mesmo modelo da Aeronave (seja qual for a sua denominação no Programa de Manutenção Aprovado).
Mudança Obrigatória de Equipamento	uma Mudança de Equipamento exigida ou realizada para fins de cumprimento de uma diretriz de aeronavegabilidade da Autoridade Aeronáutica, ou da *FAA*, ou de um boletim de serviço de um Fabricante.
Fabricante	referindo-se à Fuselagem, Motor ou qualquer Peça da Aeronave, o Fabricante da Fuselagem, Fabricante do Motor ou fabricante da referida Peça, respectivamente.
Cobertura Mínima de Responsabilidade Civil	US$250.000.000,00 (duzentos e cinqüenta milhões de dólares dos Estados Unidos) por ocorrência.
Instrumento de Hipoteca	em conjunto, qualquer Instrumento Adicional de Hipoteca pela qual a Arrendadora outorgue a um Credor Hipotecário Adicional um direito de garantia sobre a Aeronave e/ou o seu direito, título e ação em qualquer dos Documentos em Vigor.
Credor Hipotecário	qualquer Credor Hipotecário Adicional.
MPD	em relação a qualquer Fabricante, o documento de planejamento de manutenções desse Fabricante.

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Impostos Não-Indenizáveis

(a) Impostos exigidos como resultado direto das atividades de uma Parte a Indenizar por Impostos nas jurisdições que os instituam sem vinculação com os negócios entre a referida Parte a Indenizar por Impostos e a Arrendatária, nos termos deste Contrato ou das operações nele contempladas, ou da operação da Aeronave pela Arrendatária;

(b) Impostos exigidos sobre rendimentos, lucros ou ganhos de uma Parte a Indenizar por Impostos: (i) por qualquer Entidade Governamental Federal, nos Estados Unidos da América; (ii) por qualquer Entidade Governamental no lugar em que constituída, formada ou organizada a Parte a Indenizar por Impostos, ou no qual tenha ela sua sede; ou (iii) por qualquer Entidade Governamental nas demais jurisdições nas quais a referida Parte a Indenizar por Impostos seja por eles responsável e essa responsabilidade independa das operações contempladas neste Contrato;

(c) Impostos exigidos com referência a um período iniciado ou evento ocorrido antes da data deste Contrato ou após a Data de Término e desvinculado de quaisquer negócios entre a Parte a Indenizar por Impostos e a Arrendatária, nos termos deste Contrato ou das operações nele contempladas;

(d) Impostos exigidos como resultado da venda ou alienação a outro título da Aeronave, a menos que tal venda ou alienação ocorra como conseqüência de uma Hipótese de Inadimplemento;

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(e) Impostos exigidos em uma jurisdição tributária com relação a um período fiscal em particular, na qual nenhumas das hipóteses a seguir seja verdadeira em relação ao referido período: (i) operação, registro, localização, presença ou uso da Aeronave, da Fuselagem, qualquer dos Motores ou qualquer das respectivas Peças, na aludida jurisdição; (ii) lugar de constituição, domicílio comercial ou outra manifestação da presença da Arrendatária, de um subarrendatário ou usuário, ou de Pessoa de posse da Aeronave, da Fuselagem, de qualquer dos Motores, ou de qualquer das respectivas Peças, na referida jurisdição; ou (iii) realização de quaisquer pagamentos, conforme previsto neste Contrato e com documentos a ele pertinentes, a partir dessa jurisdição;

(f) Impostos, à medida que resultem de culpa grave ou conduta dolosa de uma Parte a Indenizar por Impostos; e

(g) Impostos, à medida que resultem de omissão de uma Parte a Indenizar por Impostos em pontualmente dar notificação ou fornecer informações que esteja obrigada a dar ou fornecer à Arrendatária, de acordo com os termos deste Contrato.

Documentos em Vigor — o presente Contrato, o Certificado de Aceitação, o Certificado de Condições de Entrega e a Procuração para Cancelamento de Registro.

Revisão Geral — a reforma completa da *APU*, trem de pouso ou Peça, conforme o caso, durante a qual os referidos equipamentos sejam desmontados, limpos, meticulosamente inspecionados, reparados, seja feita o retrabalho ou a reposição de peças, a respectiva montagem e testes de avaliação em

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relação às tolerâncias e padrões especificados no manual de procedimentos de revisão geral do respectivo Fabricante, ou documento equivalente.

Peça

instalada ou não na Aeronave:

(a) qualquer componente, aparelho ou equipamento (exceto um Motor completo) que, na Entrega, seja fornecido com a Fuselagem e com os Motores, neles esteja instalado ou a eles seja pertinente; e

(b) qualquer outro componente, aparelho ou equipamento (exceto um Motor completo), cuja propriedade tenha ou devesse ter passado para a Arrendadora, nos termos deste Contrato;

excluindo, porém, quaisquer desses itens, cuja propriedade tenha ou devesse ter passado à Arrendatária de acordo com a Cláusula 8.17, assim como qualquer Peça Instalada da Arrendatária

Gravames Permitidos

(a) gravames decorrentes de Impostos de valor ainda indeterminado ou, se de valor determinado, ainda não vencidos e exigíveis, ou que estejam sendo contestados em boa-fé, mediante o procedimento competente;

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(b) gravames em favor de prestadores de serviços de reparos, mecânicos, transportadores, encarregados de hangar, vendedores não pagos, ou outros gravames que surjam no curso regular dos negócios ou por força de lei, com relação a obrigações não vencidas em conformidade com Leis Aplicáveis (ou, no que couber, com princípios e práticas contábeis geralmente aceitos na jurisdição pertinente), ou obrigações que estejam sendo questionadas em boa-fé, mediante o procedimento competente; e

(c) ônus da Arrendadora;

mas somente se, no caso de (a) e (b): (i) a Arrendatária houver feito provisão adequada para o pagamento de Impostos ou obrigações em conformidade com *GAAP*; e (ii) tais procedimentos, ou a persistência do gravame, não dêem causa a nenhuma possibilidade razoável de venda, perda de direitos ou perda de outra natureza em relação à Aeronave ou a direitos que sobre ela recaiam, nem de responsabilização criminal da Arrendadora ou de um dos Financiadores.

Pessoa — qualquer pessoa física, sociedade anônima, sociedade civil, companhia de responsabilidade limitada, sociedade civil de responsabilidade limitada, empreendimento conjunto, associação, sociedade por ações de responsabilidade limitada, *trust*, sociedade de fato, ou Entidade Governamental.

Local de Devolução — aeroporto ou oficina de manutenção no território continental dos Estados Unidos, aceitável à Arrendadora.

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Despesas Reembolsáveis	em conjunto: Despesas Reembolsáveis Relativas à Fuselagem, Despesas Reembolsáveis Relativas à *APU*, Despesas Reembolsáveis Relativas aos Motores, Despesas Reembolsáveis Relativas às *LLP*s dos Motores, e Despesas Reembolsáveis Relativas ao Trem de Pouso.
Contraprestação	em conjunto: todas as Contraprestações Básicas, Contraprestações Adicionais e Contraprestações Suplementares.
Data da Contraprestação	com relação ao primeiro pagamento da Contraprestação Básica, o dia que caia cinco dias após a Data de Entrega e, com relação a todos os demais pagamentos da Contraprestação Básica, o dia correspondente à Data de Entrega em cada mês-calendário durante o Prazo de Vigência, ou, não havendo em um mês-calendário um dia correspondente, o último dia do referido mês-calendário.
Período da Contraprestação	cada período determinado em conformidade com a Cláusula 5.2.
Data de Entrega Programada	15 de junho de 2002 ou outra data estabelecida de comum acordo entre a Arrendadora e a Arrendatária.
Data de Término Programada	o dia correspondente à Data de Entrega no 60º (sexagésimo) mês-calendário subseqüente ao mês em que ocorrer a Data de Entrega, ou, não havendo no referido mês-calendário um dia correspondente, o último dia desse mês-calendário.
Direito de Garantia	qualquer direito de garantia, hipoteca, encargo, penhor com ou sem a tradição bem penhorado, ônus, gravame, pretensão, cessão, direito de compensação ou outro acordo ou ajuste que tenha o efeito de criar um direito de garantia.

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Advogado Brasileiro Especialmente Contratado	Basch & Rameh Advogados e Consultores.
SRM	manual de reparos estruturais do Fabricante da Fuselagem.
Estado de Constituição	Brasil.
Estado de Registro	Brasil.
Subsidiária	(a) referindo-se por qualquer forma a demonstrações financeiras: qualquer companhia que, integral ou parcialmente, pertença à Arrendatária, cujas demonstrações financeiras sejam consolidadas com as demonstrações financeiras da Arrendatária, em conformidade com princípios contábeis geralmente aceitos nos termos de padrões contábeis do Estado de Constituição; e (b) para qualquer finalidade, uma entidade que, de tempo em tempo: (i) tenha mais de 50% do seu capital votante sob o controle ou a titularidade, direta ou indireta, de outra; ou (ii) seja uma subsidiária direta ou indireta de outra, de acordo com as leis da jurisdição na qual constituída.
Contraprestação Suplementar	todas as quantias, responsabilidades e obrigações (exceto a Contraprestação Básica e a Contraprestação Adicional) que a Arrendatária assuma ou concorde em pagar à Arrendadora ou a qualquer outra Pessoa conforme

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previsto neste Contrato, incluindo o pagamento de depósitos, indenizações e o Valor Estipulado.

Partes a Indenizar por Impostos — em conjunto: (i) a Arrendadora; (ii) qualquer dos Financiadores; (iii) os respectivos sucessores e cessionários da Arrendadora e de cada um dos Financiadores; e (iv) o grupo de entidades coligadas e cada um de seus acionistas (no sentido do Artigo 1.504 do Código), dos quais cada Pessoa relacionada nos itens (i) a (iii) desta definição seja ou se torne participante, se o referido grupo tiver de apresentar declaração de rendimentos consolidada ao órgão federal competente nos Estados Unidos.

Impostos — todos os impostos, exigências de créditos tributários, exações, direitos ou taxas com a natureza de impostos, ora ou doravante instituídos, sejam quais forem e onde quer que instituídos, incluindo direitos aduaneiros, impostos de valor agregado ou impostos semelhantes, assim como licenças para o exercício de atividade, impostos sobre transferências, vendas, uso, negócios, profissões, produtos, bens móveis, de selo ou outros impostos ou direitos instituídos por qualquer autoridade ou órgão exator ou fiscal, federal ou local, juntamente com retenções na fonte, penalidades, acréscimos a impostos, multas ou juros sobre eles ou a eles referentes.

Prazo de Vigência — o período com início na Data de Entrega e a expirar na Data de Término, ou em data posterior, nos termos da Cláusula 12.4.

Perda Total — referindo-se à Aeronave:

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(a) a perda total real, ajustada ou implícita da Fuselagem (incluindo danos à Fuselagem que resultem em indenização de seguro baseada em perda total, ou requisição para uso ou contratação que resulte em indenização de seguro baseada em perda total);

(b) destruição da Fuselagem ou dano irreparável por ela sofrido, ou a sua inutilização permanente para uso normal por razão de qualquer natureza;

(c) requisição do título de propriedade, ou outro modo de aquisição compulsório, apresamento, apreensão, desapossamento, confisco ou retenção, por qualquer razão, da Aeronave pelo governo do Estado de Registro (quer de direito, quer de fato), mas com exclusão da requisição para uso ou contratação que não implique a requisição do título de propriedade; ou

(d) o seqüestro, furto ou roubo, desapropriação, confisco, apreensão ou requisição para uso ou contratação da Fuselagem, que prive uma Pessoa autorizada por este Contrato da posse e o uso da Fuselagem por mais de 60 dias consecutivos.

Data da Perda Total

(a) no caso de uma perda total real, a data efetiva na qual ocorra a perda ou, se essa data for desconhecida, o dia em que por último se tenha tido notícia da Aeronave;

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(b) no caso de qualquer dos eventos descritos na alínea (a) da definição de "Perda Total" (exceto uma perda total real), a data que primeiro ocorrer dentre as seguintes: (i) o 30° dia após a data na qual uma notificação de perda total seja dada às pertinentes companhias seguradoras; e (ii) a data em que as companhias seguradoras admitam a referida perda ou quanto a ela transijam;

(c) no caso de qualquer dos eventos descritos na alínea (b) da definição de "Perda Total", a data de ocorrência da referida destruição, danos ou inutilização;

(d) no caso de qualquer dos eventos descritos na alínea (c) da definição de "Perda Total", a data de ocorrência da pertinente requisição do título de propriedade ou outra forma de aquisição compulsória, apresamento, apreensão, desapossamento, confisco ou retenção, e

(e) no caso de qualquer dos eventos descritos na alínea (d) da definição de "Perda Total", o término do período de 60 dias mencionado na aludida alínea (d);

e, em qualquer dos casos, considerar-se-á ter ocorrido a Perda Total ao meio-dia, Hora Média de Greenwich, na referida data.

Mudança Voluntária de Equipamento — uma Mudança de Equipamento que não constitua uma Mudança Obrigatória de Equipamento.

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Cássia Maria de Souza - Tab. Substituta
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1.2 Interpretação

(a) Neste Contrato, a menos que a intenção contrária seja explicitada, as referências:

(i) a cada um dos seguintes nomeados: "Arrendadora", "Arrendatária", "Financiadores" ou qualquer outra Pessoa, incluirão, sem prejuízo das disposições deste Contrato, qualquer de seus sucessores, assim como qualquer cessionário autorizado;

(ii) a termos que expressem o plural, deverão incluir o singular e vice-versa;

(iii) a termos e expressões que denotem "inclusão", quando empregados neste Contrato, significam "inclusão sem limitação" e "inclusão, mas sem restringir-se a";

(iv) a um documento deverão incluir dito documento, tal como de tempo em tempo aditado, novado ou complementado, salvo disposição expressa em contrário;

(v) a uma lei: (1) incluem quaisquer estatutos, decretos, constituições, normas, ordens, decisões ou diretrizes de qualquer Entidade Governamental; (2) incluem quaisquer tratados, pactos, ajustes ou outros acordos de que uma Entidade Governamental seja signatária ou parte; (3) incluem quaisquer de suas interpretações ou aplicações judiciais ou administrativas; e (4) constituem referência a ditas disposições, tal como modificadas, substituídas ou repristinadas; e

(b) Uma "Cláusula", um "Anexo" ou "Apenso" constituem referências a uma cláusula, um anexo ou a um apenso deste Contrato.

(c) Os títulos inseridos neste Contrato e o Índice nele constam tão-somente para facilidade de referência e não deverão, em nenhuma circunstância, influir na interpretação deste Contrato.

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2. DECLARAÇÕES E GARANTIAS

2.1 Declarações e Garantias da Arrendatária

A Arrendatária declara e garante à Arrendadora que:

(a) Situação: A Arrendatária é uma sociedade devidamente constituída e legalmente existente e em boa situação jurídica nos termos das leis brasileiras, está autorizada a deter a propriedade dos seus bens e exercer as suas atividades como ora o faz, e possui (ou possuirá, na ocasião pertinente) todas as licenças necessárias para o transporte aéreo exigidas em relação a ela e ao uso e operação da Aeronave.

(b) Poderes e Autoridade: A Arrendatária tem poderes para celebrar e cumprir cada um dos Documentos em Vigor e das operações neles contempladas, e tomou todas as providências de caráter societário para autorização da sua celebração, cumprimento e apresentação.

(c) Assinatura e Apresentação: A Arrendatária assinou e apresentou este Contrato e, até a Entrega, deverá ter assinado e apresentado devidamente cada um dos Documentos em Vigor do quais seja parte.

(d) Legalidade: Cada um dos Documentos em Vigor do qual a Arrendatária é parte constitui obrigação legal e válida da Arrendatária, vinculando-a e sendo contra ela exeqüível em conformidade com os seus termos.

(e) Ausência de Conflitos: A celebração e execução pela Arrendatária dos Documentos em Vigor de que é parte, assim como as operações neles contempladas não conflitam nem conflitarão:

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(i) com Leis Aplicáveis a que a Arrendatária esteja sujeita;

(ii) com os documentos constitutivos da Arrendatária;

(iii) tampouco resultarão em inadimplemento conforme previsto em qualquer documento em razão do qual se obriguem a Arrendatária ou qualquer dos seus bens, ou na criação de um Direito de Garantia sobre os seus bens, ressalvados os Gravames Permitidos.

(f) Autorizações: Todas as autorizações, anuências e registros exigidos, assim como todas as notificações a serem dadas pela Arrendatária com relação à celebração, execução, validade e exeqüibilidade dos Documentos em Vigor e das operações neles contempladas, foram obtidas, realizados ou dadas (ou o serão até a Entrega) e estão (ou estarão, quando obtidas ou realizados) em pleno vigor e efeito.

(g) Ausência de Imunidades:

(i) A Arrendatária está sujeita às leis civis e comerciais, que digam respeito às suas obrigações previstas neste Contrato.

(ii) Nem a Arrendatária nem qualquer dos seus bens goza de direitos de imunidade, constituindo a celebração e execução dos Documentos em Vigor pela Arrendatária atos privados de natureza comercial.

(h) Demonstrações Financeiras: as demonstrações financeiras auditadas da Arrendatária e de suas Subsidiárias, mais recentemente apresentadas à Arrendadora:

(i) foram preparadas em conformidade com *GAAP*; e

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(ii) demonstram regularmente a situação financeira da Arrendatária e de suas Subsidiárias na data em que preparadas, assim como os resultados de operações consolidados da Arrendatária e de suas Subsidiárias nos períodos por elas cobertos.

(i) Países Sujeitos a Restrições: A Arrendatária não está sujeita a contrato ou outra obrigação para a operação da Aeronave, tampouco a opera, a partir de ou para qualquer dos países que estejam sujeitos a sanções nos termos das diretrizes do Conselho de Segurança das Nações Unidas.

(j) Equivalência: As obrigações da Arrendatária nos termos dos Documentos em Vigor eqüivalem, em condições de igualdade, a todas as suas atuais ou futuras obrigações não sujeitas a garantia ou subordinação (incluindo obrigações condicionadas), excetuadas as obrigações que, compulsoriamente, tenham preferência por força de lei, e não, em virtude de um contrato.

2.2 Declarações e Garantias Adicionais da Arrendatária

A Arrendatária declara e garante ainda à Arrendadora que:

(a) Ausência de Inadimplemento:

(i) Nenhuma Hipótese de Inadimplemento ocorreu nem está a persistir, nem se pode razoavelmente esperar que resulte da celebração e execução de qualquer dos Documentos em Vigor.

(ii) Nenhum evento ocorreu nem está a persistir que, mediante notificação, decurso de prazo, determinação de materialidade ou cumprimento de qualquer outra condição aplicável, ou qualquer combinação das hipóteses anteriores, pudesse constituir inadimplemento relevante nos termos de um documento pelo qual se tenham obrigado a

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Arrendatária ou quaisquer dos seus bens.

(b) Registro:

(i) Não é necessário nem recomendável nos termos das leis do Estado de Constituição, do Estado de Registro ou da Base Usual, para o fim de assegurar a validade, eficácia e exeqüibilidade dos Documentos em Vigor ou para estabelecer, aperfeiçoar ou proteger os direitos de propriedade da Arrendadora ou de um dos Financiadores sobre o Bem Arrendado, que qualquer instrumento relativo ao presente Contrato, exceto os Documentos em Vigor e qualquer Instrumento de Hipoteca, sejam submetidos a arquivamento, registro ou inscrição, nem que qualquer outra providência seja tomada, ou que, sendo necessários quaisquer arquivamentos, registros ou inscrições ou outras providências, foram elas tomadas, ou o serão até a Entrega.

(ii) Nos termos das Leis Aplicáveis, incluindo as leis do Estado de Constituição, do Estado de Registro e da Base Usual, os direitos de propriedade da Arrendadora e de qualquer dos Financiadores sobre o Bem Arrendado, notificados à Arrendatária, foram inteiramente estabelecidos, aperfeiçoados e protegidos e que este Contrato terá prioridade em todos os aspectos sobre as pretensões de todos os credores da Arrendatária, com exceção das pretensões que, compulsoriamente, tenham preferência, por força de lei, e não, em razão de contrato.

(c) Litígios: Nenhuma ação judicial ou procedimento arbitral ou administrativo encontra-se pendente ou, tanto quanto saiba a Arrendatária, contra ela iminente, que, se desfavoravelmente julgados, venham a ter efeito prejudicial relevante sobre a sua situação financeira, ou os seus negócios, ou a sua capacidade de cumprir suas obrigações nos termos dos Documentos em Vigor.

(d) Impostos: A Arrendatária apresentou todas as declarações necessárias e fez todos os recolhi-

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mentos devidos a todas as autoridades fiscais a cuja jurisdição está sujeita, incluindo aquelas no Estado de Constituição, no Estado de Registro e na Base Usual, não estando a Arrendatária obrigada, por lei, a deduzir nem a reter Impostos na fonte sobre quaisquer pagamentos previstos neste Contrato.

(e) Alteração Prejudicial Relevante: Não houve nenhuma alteração prejudicial relevante na situação financeira da Arrendatária, desde a data das demonstrações financeiras mais recentemente fornecidas à Arrendadora até a Data de Entrega.

(f) Informações: As informações financeiras e de outra natureza fornecidas pela Arrendatária com relação aos Documentos em Vigor não contêm nenhuma declaração inverídica de fato relevante, tampouco omitem fato, cuja omissão torne as declarações nelas contidas substancialmente enganosas, à luz das circunstâncias nas quais tenham sido feitas, não omitindo também nenhuma questão relevante. Todas as previsões e opiniões contidas nas informações financeiras e de outra natureza fornecidas pela Arrendatária com relação aos Documentos em Vigor foram honestamente feitas com base em premissas razoáveis, após devida e cuidadosa indagação pela Arrendatária.

(g) Controle de Tráfego Aéreo: A Arrendatária não se encontra inadimplente quanto ao pagamento de quaisquer quantias por ela devidas a alguma Autoridade Aeroportuária, com relação a aeronaves operadas pela Arrendatária.

2.3 Repetição

As declarações e garantias prestadas na Cláusula 2.1 e na Cláusula 2.2 subsistirão à assinatura deste Contrato. As declarações e garantias prestadas na Cláusula 2.1 e na Cláusula 2.2 serão consideradas repetidas pela Arrendatária na Entrega, com relação aos fatos e circunstâncias então vigentes. As declarações e garantias prestadas na Cláusula 2.1 serão consideradas repetidas pela Arrendatária em cada Data da Contra-

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prestação, como se feitas com relação aos fatos e circunstâncias então vigentes.

2.4 Declarações e Garantias da Arrendadora

A Arrendadora declara e garante à Arrendatária que:

(a) Situação Jurídica: A Arrendadora é uma sociedade devidamente constituída e legalmente existente nos termos das leis do Estado de Delaware. A Arrendadora tem poderes para deter a propriedade do Bem Arrendado e realizar o negócio que realizará conforme previsto nos Documentos em Vigor.

(b) Poderes e Autoridade: A Arrendadora tem poderes para celebrar e cumprir os Documentos em Vigor e as operações neles contempladas, tendo tomado todas as providências necessárias para autorização da sua celebração, cumprimento e apresentação.

(c) Exeqüibilidade: Cada um dos Documentos em Vigor constitui obrigação legal e válida da Arrendadora, vinculando-a e sendo contra ela exeqüível em conformidade com os seus termos.

(d) Ausência de Conflitos: A celebração e execução pela Arrendadora dos Documentos em Vigor, assim como as operações neles contempladas não conflitam nem conflitarão:

(i) com Leis Aplicáveis a que a Arrendadora esteja sujeita;

(ii) com os documentos constitutivos da Arrendadora;

(iii) tampouco resultarão em inadimplemento conforme previsto em qualquer documento em razão do qual se obriguem a Arrendadora ou qualquer dos seus bens.

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(e) Autorizações: No que concerne às obrigações da Arrendadora, todas as autorizações, anuências, registros e notificações exigidos de sua parte, com relação à celebração, execução, validade e exeqüibilidade dos Documentos em Vigor e das operações neles contempladas, foram obtidas ou realizados (ou o serão até a Entrega) (conforme apropriado) e estão (ou estarão, quando obtidas ou realizados) em pleno vigor e efeito.

(f) Ausência de Imunidades:

(i) A Arrendadora está sujeita às leis civis e comerciais, que digam respeito às suas obrigações previstas nos Documentos em Vigor.

(ii) Nem a Arrendadora nem qualquer dos seus bens goza de direitos de imunidade, constituindo a celebração e execução dos Documentos em Vigor pela Arrendatária atos privados de natureza comercial.

(g) Direito de Arrendar: Na Data de Entrega, a Arrendadora deverá ter o direito de arrendar a Aeronave à Arrendatária, nos termos deste Contrato.

2.5 Repetição

As declarações e garantias prestadas na Cláusula 2.4 subsistirão à assinatura deste Contrato. As declarações e garantias prestadas na Cláusula 2.4 e na Cláusula 2.2 serão consideradas repetidas pela Arrendadora na Entrega e em cada Data da Contraprestação subseqüente, como se feitas com relação aos fatos e circunstâncias então vigentes.

3. CONDIÇÕES PRECEDENTES

3.1 Condições Documentárias Precedentes à Obrigação da Arrendadora:

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A obrigação da Arrendadora de arrendar o Bem Arrendado à Arrendatária nos termos deste Contrato está sujeita à entrega pela Arrendatária à Arrendadora dos documentos abaixo relacionados, até a Entrega, em forma e conteúdo aceitáveis à Arrendadora, ficando entendido que não constituirão condições precedentes às obrigações da Arrendadora a apresentação de um documento ou a tomada de uma providência que incumbam à Arrendadora ou qualquer Pessoa sob seu controle:

(a) Documentos Constitutivos: uma cópia dos documentos constitutivos da Arrendatária;

(b) Resoluções: uma cópia fiel de resolução do conselho de administração (ou órgão equivalente) da Arrendatária, aprovando os termos dos Documentos em Vigor de que é parte e as operações neles contempladas, autorizando a celebração dos Documentos em Vigor dos quais a Arrendatária é parte, e autorizando pessoa ou pessoas determinadas para a assinatura dos Documentos em Vigor e, no que concerne à Arrendatária, a aceitar a Aeronave em seu nome;

(c) Documentos em Vigor: um original de cada um dos Documentos em Vigor, devidamente assinado e, se necessário, com firmas reconhecidas pela Arrendatária, incluindo a via original deste Contrato que constitui instrumento de garantia.

(d) Pareceres: (i) parecer, em forma e conteúdo aceitáveis à Arrendadora, com relação às obrigações da Arrendatária nos termos dos Documentos em Vigor, emitido por advogado externo da Arrendatária, aceitável à Arrendadora; (ii) parecer do Advogado Brasileiro Especialmente Contratado pela Arrendadora, sobre questões que a Arrendadora venha razoavelmente a solicitar.

(e) Aprovações: comprovação da expedição de cada aprovação, licença e anuência que venham a ser exigidas, no que concerne ou se relacione ao cumprimento pela Arrendatária de suas obrigações nos termos dos Documentos em Vigor, incluindo o que segue:

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(i) cópia da aprovação da importação da Aeronave, nos termos deste Contrato, expedida pela Comissão de Coordenação do Transporte Aéreo Civil – COTAC;

(ii) comprovação, atestada por um diretor da Arrendatária, da emissão da Licença de Importação – LI pela SECEX, confirmando que todas condições básicas para a importação da Aeronave nos termos do Contrato de Arrendamento foram aceitas, e comprovando a natureza de arrendamento internacional da operação contemplada no Contrato de Arrendamento;

(iii) comprovação de que o Banco Central do Brasil aprovou os termos e condições financeiras da operação contemplada no Contrato de Arrendamento, por meio da aprovação do Registro de Operações Financeiras – ROF, atestada como correta por um diretor da Arrendatária;

(iv) emissão da autorização para traslado e certificado de registro *ad hoc* da Aeronave pela Autoridade Aeronáutica, permitindo o traslado da Aeronave para o Brasil, e comprovação de que a Arrendatária tomou todas as providências e fez todos os arquivamentos e registros necessários ou convenientes para proteger ou aperfeiçoar os direitos e interesses da Proprietária e da Arrendadora na Aeronave ou que sobre ela recaiam, nos termos e de acordo com os Documentos em Vigor.

(f) Arquivamentos e Registros: comprovação de que todos os arquivamentos, registros, inscrições e demais atos que sejam necessários ou recomendáveis para assegurar a validade, eficácia e exeqüibilidade dos Documentos em Vigor foram realizados, para proteger os direitos de propriedade da Arrendadora no Bem Arrendado, incluindo a inscrição no Registro Aeronáutico Brasileiro (RAB) e no Registro de Títulos e Documentos na Cidade de Belo Horizonte, Brasil;

(g) Homologações: cópias autenticadas dos certificados de homologação da Arrendatária para ope-

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rações de transporte aéreo e como operadora aérea, e todas as demais licenças, certificados e autorizações exigidas da Arrendatária, que digam respeito ou se relacionem com a operação da Aeronave.

(h) Atestado: atestado de um diretor devidamente autorizado da Arrendatária:

(i) contendo um exemplar da assinatura de cada diretor da Arrendatária referido na Cláusula 3.1(b); e

(ii) atestando que cada cópia de documento especificado nesta Cláusula 3.1 é fiel, completa e plenamente válida;

(i) Seguros: apólices de seguro, apólices de resseguro, obrigações de corretoras de seguros, obrigações de corretoras de resseguros, e demais comprovações aceitáveis à Arrendadora de que a Arrendatária esteja tomando as providências necessárias para assegurar o devido cumprimento das disposições deste Contrato relativas a seguros, com vigência na Entrega e após a Entrega;

(j) Registros; Arquivamentos: comprovação adicional (se houver) de que a Aeronave foi validamente registrada nos termos das leis do Estado de Registro e que todos os arquivamentos, registros, inscrições e demais atos que sejam necessários para assegurar a validade, eficácia e exeqüibilidade dos Documentos em Vigor e para proteger os direitos da Arrendadora sobre o Bem Arrendado, foram ou serão realizados;

(k) Autoridade Aeroportuária: cartas da Arrendatária endereçadas à Autoridade Aeroportuária designada pela Arrendadora, mediante as quais a Arrendatária autorize a aludida autoridade a emitir à Arrendadora, por solicitação periódica desta, um demonstrativo de todas as quantias devidas pela Arrendatária à referida autoridade, com relação a todas as aeronaves (incluindo a Aeronave) operadas pela Arrendatária;

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(l) Procuração Para Cancelamento de Registros: procuração irrevogável, substancialmente na forma do Apenso D;

(m) Aceitação pelo Agente para o Recebimento de Citações: carta remetida pelo agente designado pela Arrendatária para o recebimento de citações, nos termos da Cláusula 15.4(a), aceitando a sua designação;

(n) (deixada intencionalmente em branco);

(o) Em geral: demais documentos que a Arrendadora venha razoavelmente a solicitar.

3.2 Condições Adicionais Precedentes à Obrigação da Arrendadora

A obrigação da Arrendadora de entregar e arrendar o Bem Arrendado nos termos deste Contrato também está sujeita às seguintes condições adicionais precedentes:

(a) Declarações e Garantias: exatidão das declarações e garantias da Arrendatária nos termos das Cláusulas 2.1. e 2.2, nesta data e se acaso repetidas na Entrega; e

(b) Pagamentos: todos os pagamentos devidos à Arrendadora conforme previsto neste Contrato até a Entrega, incluindo a Contraprestação Básica devida na Data de Entrega e a Comissão de Compromisso, deverão ter sido recebidas pela Arrendadora.

3.3 Renúncia pela Arrendadora

As condições especificadas nas Cláusula 3.1 e 3.2 deverão reverter em benefício exclusivo da Arrendadora e poderão ser objeto de renúncia ou diferimento no todo ou em parte, e com ou sem condições, pela

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Arrendadora. Caso qualquer dessas condições não seja satisfeita até a Entrega e a Arrendadora (a seu exclusivo juízo) concorde, mesmo assim, em entregar o Bem Arrendado à Arrendatária, esta assegurará então que aquelas condições sejam cumpridas no prazo de um mês após a Data de Entrega e, não o fazendo, poderá a Arrendadora tratar tal omissão como uma Hipótese de Inadimplemento.

3.4 Condições Precedentes à Obrigação da Arrendatária:

A obrigação da Arrendatária de aceitar em arrendamento o Bem Arrendado, nos termos deste Contrato, está sujeita à satisfação pela Arrendadora das seguintes condições precedentes:

(a) Certificado: o recebimento pela Arrendatária de certificado de um diretor devidamente autorizado da Arrendadora, contendo um exemplar da assinatura de cada pessoa que firme um Documento em Vigor em nome da Arrendadora;

(b) Declarações e Garantias: exatidão das declarações e garantias da Arrendadora nos termos das Cláusula 2.4, nesta data e se acaso repetidas na Entrega; e

(c) Condições na Entrega: a Aeronave deverá estar nas condições estabelecidas no Anexo 1;

3.5 Renúncia pela Arrendatária

As condições especificadas na Cláusula 3.4 deverão reverter em benefício exclusivo da Arrendatária e poderão ser objeto de renúncia ou diferimento no todo ou em parte, e com ou sem condições, pela Arrendatária. Caso qualquer dessas condições não seja satisfeita até a Entrega e a Arrendatária (a seu exclusivo juízo) concorde, mesmo assim, em tomar em arrendamento à Arrendadora o Bem Arrendado, esta assegurará então que aquelas condições sejam cumpridas no prazo de um mês após a Data de Entrega.

3.6 Condições Subseqüentes à Obrigação da Arrendadora: No prazo de 45 (quarenta e cinco) dias após a

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Entrega, a Arrendadora deverá ter recebido os seguintes documentos:

(a) uma cópia autenticada de todos os formulários concernentes à liberação alfandegária, incluindo, sem limitação, a Declaração de Importação – DI, a ser emitida na ocasião em que a Aeronave entrar no Brasil, assim como os demais documentos emitidos pela Secretaria da Receita Federal, comprovando que: (a) a Aeronave foi legalmente importada para o Brasil nos termos de uma operação de arrendamento internacional simples; (b) que o regime de admissão especial temporária foi concedido à importação da Aeronave, nos termos do Contrato de Arrendamento; e (c) a Arrendatária recolheu todos os Impostos devidos e exigíveis na importação da Aeronave;

(b) uma cópia autenticada: (a) do Certificado de Matrícula e Nacionalidade emitido pela Autoridade Aeronáutica, especificando a Arrendadora como a proprietária da Aeronave e a Arrendatária como a operadora da Aeronave; e (b) de Certificado de Aeronavegabilidade da Aeronave válido, emitido pela Autoridade Aeronáutica;

(c) Certidão emitida pela Autoridade Aeronáutica, confirmando que o Contrato de Arrendamento foi registrado e que os direitos da Arrendadora, como proprietária e arrendadora da Aeronave, foram devidamente inscritos; e

(d) cópia do Esquema de Pagamentos devidamente aprovado pelo Banco Central do Brasil, autorizando a remessa de todos os pagamentos da Contraprestação Básica e de outros pagamentos programados nos termos do Contrato de Arrendamento, certificada por um diretor da Arrendatária. A não-satisfação de qualquer das condições subseqüentes acima enumeradas deverá ser considerada uma Hipótese de Inadimplemento, nos termos deste Contrato.

4. INÍCIO

4.1 Arrendamento

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(a) A Arrendadora arrendará o Bem Arrendado à Arrendatária, e esta o tomará em arrendamento, em conformidade com este Contrato, pelo Prazo de Vigência.

(b) A Arrendadora e a Arrendatária pretendem que este Contrato constitua um "arrendamento real", assim como um arrendamento para todos os fins do imposto de renda federal norte-americano.

4.2 Entrega

(a) Condições de Entrega: A Arrendadora deverá entregar o Bem Arrendado "no estado e no local em que se encontra e com todas as falhas", ressalvados os itens relacionados no Anexo 2 do Certificado de Condições de Entrega e quaisquer outros itens que venham a ser estabelecidos de comum acordo e por escrito entre a Arrendadora e a Arrendatária.

(b) Inspeção de Entrega: Antes da Data de Entrega, a Arrendadora deverá pôr o Bem Arrendado à disposição da Arrendatária para que esta realize uma inspeção da Aeronave em terra, assim como uma inspeção dos Documentos da Aeronave, à sua satisfação (em conjunto, "Inspeção em Terra"). A Inspeção em Terra da Aeronave deverá incluir o que segue:

(i) A Arrendadora deverá realizar uma inspeção boroscópica gravada em videoteipe de todas as seções de passagem de ar de cada Motor (acessível quer pelo ponto boroscópico, quer por outros meios), incluindo os compressores de baixa e de alta pressão e a área da turbina de cada Motor, tendo os representantes da Arrendatária o direito de observar a inspeção boroscópica. Todos os itens acima dos limites de serviço especificados no manual de manutenção do Fabricante do Motor serão retificados a expensas e custos exclusivamente da Arrendadora.

(ii) A Arrendadora deverá realizar um teste de potência máxima de motores e de condi-

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ções em potência máxima, testes programados para assegurar que a aceleração e válvula de sangria estejam de acordo com o previsto, em cada Motor, em conformidade com o manual de manutenção do Fabricante do Motor. A Arrendadora registrará e avaliará o desempenho de cada Motor, tendo os representantes da Arrendatária o direito de estar presentes. Cada Motor deverá passar pelos referidos testes sem restrições operacionais de acordo com os gráficos de operação, em conformidade com o manual de manutenção do Fabricante do Motor.

(iii) a Arrendadora deverá realizar uma inspeção boroscópica gravada em videoteipe e uma análise das cargas elétrica e pneumática da *APU*, tendo os representantes da Arrendatária o direito de observar a referida inspeção boroscópica. Todos os itens que estiverem acima dos limites de serviço recomendados pelo fabricante serão retificados a expensas e custos exclusivos da Arrendadora.

(c) Documentos da Aeronave: A Aeronave estará acompanhada dos Documentos da Aeronave relacionados na Parte 2 do Anexo 1. A Arrendadora também fornecerá à Arrendatária todos os atuais e antigos manuais de manutenção, registros e dados técnicos da aeronave e dos motores, assim como outros documentos de posse da Arrendadora. Mediante solicitação da Arrendatária, a Arrendadora envidará esforços razoáveis para obter quaisquer registros técnicos e de manutenção ou documentos necessários, que não estejam aos seus cuidados.

(d) Vôo de Entrega: Antes da Data de Entrega, a Arrendadora deverá fazer com que seja realizado um vôo de entrega da Aeronave, de até três horas, a expensas da Arrendadora (com até cinco representantes da Arrendatária a bordo, como observadores), assim como outros vôos de entrega, conforme necessário, caso o primeiro vôo ou os vôos subseqüentes não confirmem que a Aeronave esteja em conformidade com as condições de entrega estabelecidas no Anexo 2.

(e) Correção de Discrepâncias: A obrigação da Arrendatária de tomar em arrendamento à Arrenda-

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dora o Bem Arrendado está sujeita à entrega do Bem Arrendado pela Arrendadora em conformidade com as condições estabelecidas no Anexo 2. Caso a Arrendadora corrija todas as discrepâncias relevantes em relação às condições estabelecidas no Anexo 2 antes da Entrega, ou se a Arrendadora e a Arrendatária concordarem que a Arrendadora as corrigirá ou pagará pela sua correção, conforme estabelecido no Apêndice 2 do Certificado de Condições de Entrega, a Arrendatária então aceitará o Bem Arrendado. Caso, na Data de Entrega Programada, a Aeronave não esteja, em todos os aspectos relevantes, nas condições estabelecidas no Anexo 2 e, deixando a Arrendadora de corrigir todas as discrepâncias relevantes, ou não concordando a Arrendatária com a correção de tais discrepâncias relevantes no prazo de 30 dias após a Data de Entrega Programada, poderá então a Arrendatária, mediante notificação à Arrendadora, rescindir o presente Contrato, hipótese na qual nem a Arrendadora nem a Arrendatária terão quaisquer outras obrigações nos termos deste Contrato, exceto conforme estabelecido na Cláusula 7.4. Caso a Arrendatária deixe de fazer a referida notificação no prazo de 30 dias seguintes à Data de Entrega Programada, considerar-se-á que a Arrendatária tenha aceito o Bem Arrendado, para todos os fins deste Contrato.

4.3 Atraso na Entrega

Se, em razão da ocorrência de danos na Aeronave, que não constituam uma Perda Total ou um Atraso Escusável, a Arrendadora atrasar a entrega da Aeronave objeto deste Contrato, ou deixar de entregá-la na Data de Entrega Programada, e desde que a mora não resulte de culpa grave ou conduta dolosa da Arrendadora, então, em qualquer desses casos:

(a) a Arrendadora não será responsável por nenhum prejuízo, incluindo lucros cessantes, custos ou despesas decorrentes do atraso ou mora, sofridos ou incorridos pela Arrendatária ou a eles relacionados; e

(b) se a Aeronave não estiver nas condições estabelecidas na Cláusula 4.2(e) no prazo de 30 dias

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após a Data de Entrega Programada, tanto a Arrendadora como a Arrendatária poderão rescindir este Contrato mediante notificação por escrito à outra com a antecedência de cinco Dias Úteis, hipótese em que nem a Arrendadora nem a Arrendatária terão quaisquer outras obrigações nos termos deste Contrato, exceto aquelas estabelecidas na Cláusula 7.4.

4.4 Aceitação e Riscos

(a) O Bem Arrendado será entregue à Arrendatária, e por ela aceito, no Local de Entrega, na Data de Entrega, imediatamente após a satisfação das condições precedentes especificadas nas Cláusulas 3.1, 3.2 e 3.4 (ou a renúncia ou diferimento quanto a essas disposições pela parte com direito de a elas renunciar ou de diferi-las).

(c) Imediatamente após a satisfação das condições precedentes especificadas nas Cláusulas 3.1, 3.2 e 3.4 (ou a renúncia ou diferimento quanto a essas disposições pela parte com direito de a elas renunciar ou de diferi-las), a Arrendatária e a Arrendadora deverão completar imediatamente o Apêndice 1 do Certificado de Condições de Entrega, especificando as condições de manutenção da Fuselagem, dos Motores, da *APU* e do Trem de Pouso, devendo também a Arrendadora e a Arrendatária assinar e entregar uma à outra o Certificado de Aceitação e o Certificado de Condições de Entrega. A entrega do Certificado de Aceitação à Arrendadora deverá constituir entrega bastante da Aeronave à Arrendatária.

(c) Por ocasião da Entrega e subseqüentemente a esta, o Bem Arrendado constituirá, sob todos os aspectos, risco exclusivo da Arrendatária, que arcará com todos os riscos de perda, furto ou roubo, danos ou destruição do Bem Arrendado, decorrentes de causas de qualquer natureza.

(d) Por ocasião da Entrega ou concomitantemente com esta, a Arrendatária deverá tomar todas as providências necessárias para fazer com que a Aeronave seja registrada perante a Autoridade Aeronáutica e tenha permissão de operação pela Arrendatária em suas operações normais de

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transporte de passageiros, incluindo, se necessário, as providências para que este Contrato e o Certificado de Aceitação sejam inscritos perante a Autoridade aeronáutica.

5. PAGAMENTOS

5.1 Comissão de Comprometimento

Na data deste Contrato, a Arrendatária deverá pagar a Comissão de Comprometimento à Arrendadora com fundos de disponibilidade imediata. A Arrendatária reconhece que a Comissão de Comprometimento constitui contrapartida à Arrendadora pelo arrendamento da Aeronave à Arrendatária e, mediante o seu pagamento, passará a constituir propriedade não-gravada da Arrendadora, livre de quaisquer pretensões ou direitos pela Arrendatária.

5.2 Períodos de Contraprestação

O primeiro Período de Contraprestação terá início na Data de Entrega e cada Período de Contraprestação subseqüente terá início na data seguinte ao último dia do Período de Contraprestação precedente. Cada Período de Contraprestação terminará na data imediatamente precedente ao próximo Período de Contraprestação, ressalvando-se que, se um Período de Contraprestação ultrapassar a Data de Término, expirará na Data de Término.

5.3 Contraprestação Básica

(a) Época do Pagamento: Para cada Período de Contraprestação durante o Prazo de Vigência, a Arrendatária pagará a Contraprestação Básica à Arrendadora, ou à sua ordem, antecipadamente, em cada Data da Contraprestação. A rotina de pagamento deverá ter início com antecedência adequada da Data da Contraprestação, de modo a assegurar que a Arrendadora receba o crédito do pagamento na Data da Contraprestação.

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(b) Valor: A Contraprestação Básica devida com relação a cada Período de Contraprestação constituirá o Valor da Contraprestação Básica.

5.4 Contraprestação Adicional

(a) Valor: Observada a condição estipulada na Cláusula 7.2(e) (iii), a Arrendatária pagará à Arrendadora uma Contraprestação Adicional em relação a cada mês-calendário (ou fração de mês) durante o Prazo de Vigência, no 10º dia subseqüente ao término do mês-calendário em questão (mas, não após a Data de Término, no que concerne ao último mês-calendário inteiro e à fração do mês-calendário na qual ocorra a Data de Término), como segue:

(i) com relação à Fuselagem, a Arrendatária pagará o Valor da Contraprestação Adicional Pela Fuselagem (que, para que não restem dúvidas, consistirá em uma quantia mensal fixa, independentemente de Horas de Vôo ou de Ciclos) ("Contraprestação Adicional Pela Fuselagem");

(ii) com relação a cada um dos Motores, a Arrendatária pagará o Valor da Contraprestação Adicional Pelos Motores para cada Hora de Vôo ou Ciclo operada pelo referido Motor durante mês-calendário em questão ("Contraprestação Adicional Pelos Motores");

(iii) com relação a cada um dos Motores, a Arrendatária pagará o Valor da Contraprestação Adicional Pelas *LLP*s dos Motores para cada Hora de Vôo ou Ciclo (prevalecendo o mais longo) operada pelo referido Motor durante o mês-calendário em questão ("Contraprestação Adicional Pelas *LLP*s dos Motores");

(iv) com relação ao Trem de Pouso, a Arrendatária pagará o Valor da Contraprestação

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Adicional Pelo Trem de Pouso para cada Ciclo durante o mês-calendário em questão ("Contraprestação Adicional Pelo Trem de Pouso"); e

(v) em relação à *APU*, a Arrendatária pagará o Valor da Contraprestação Adicional Pela *APU* para cada Hora de Vôo cumprida pela Fuselagem durante o mês-calendário em questão ("Contraprestação Adicional Pela *APU*").

(b) Reajuste: A Arrendadora ou a Arrendatária poderão reajustar o valor da Contraprestação Adicional após a Data de Entrega, mediante notificação à Arrendatária, com periodicidade não superior à anual, com base no que segue:

(i) de acordo com os aumentos no Índice de Preços ao Consumidor, publicado pelo Departamento de Estatísticas de Mão-de-Obra *(Bureau of Labor Statistics)* dos Estados Unidos, a partir da data deste Contrato;

(ii) de acordo com as recomendações do Fabricante, a praxe do setor, mudanças no ambiente de operação da Aeronave, que influam de modo relevante no custo de manutenção da Aeronave e qualquer alteração no coeficiente Hora de Vôo — Ciclo na operação da Aeronave (ficando entendido que a Contraprestação Adicional se baseia na presunção de que a operação da Aeronave durante o Prazo de Vigência não será, na média, inferior a uma Hora de Vôo para cada Ciclo); e

(iii) de acordo com os Custos Reais incorridos pela Arrendadora com a manutenção da Aeronave, conforme previsto neste Contrato.

5.5 Quantias Caucionadas:

(a) A Arrendatária reconhece que a Contraprestação Adicional constitui Contraprestação adicional

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devida pelo uso da Aeronave e, ao ser paga pela Arrendatária, deverá, irrevogável e incondicionalmente, tornar-se um bem não-gravado da Arrendadora, livre de quaisquer pretensões ou direitos da Arrendatária.

(b) Não obstante a intenção declarada pela Arrendadora e pela Arrendatária na Cláusula 5.5(a), se, e à medida que, nos termos de uma Lei Aplicável ou a outro título, a Contraprestação Adicional, ou qualquer parcela desta, for declarada depósito em garantia, ou, de resto, um bem da Arrendatária, ou se for assim declarado que a Contraprestação Adicional constitui uma dívida para com a Arrendatária, e que esta faz jus a juros sobre a Contraprestação Adicional, deverão então a Arrendatária e a Arrendadora concordar que as Cláusulas 5.5(b)(i) e (ii) abaixo deverão aplicar-se à Contraprestação Adicional, assim como à Comissão de Comprometimento (em conjunto, "Quantias Caucionadas"):

(i) Da forma mais ampla permitida em lei e por meio de direito contínuo de garantia, a Arrendatária outorga à Arrendadora um Direito de Garantia sobre as Quantias Caucionadas e sobre todos os direitos da Arrendatária ao respectivo pagamento, sobre a dívida por elas representada e sobre todos os respectivos direitos e/ou todo e qualquer direito da Arrendatária que sobre elas pese, à guisa de Direito de Garantia de primeiro grau, em garantia das obrigações e responsabilidades da Arrendatária nos termos dos Documentos em Vigor ("Responsabilidades Garantidas"). Salvo conforme expressamente permitido nos termos deste Contrato, a Arrendatária não terá direito ao pagamento das Quantias Caucionadas. A Arrendatária não cederá, transferirá nem por outro modo alienará, no todo ou em parte, os seus direitos ou interesse nas Quantias Caucionadas, comprometendo-se a firmar quaisquer documentos e instrumentos adicionais, necessários ou razoavelmente solicitados pela Arrendadora, para a comprovação, criação ou aperfeiçoamento dos direitos da Arrendadora às Quantias Caucionadas.

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(ii) Se a Arrendatária deixar de cumprir qualquer das disposições deste Contrato ou uma Hipótese de Inadimplemento houver ocorrido e estiver a persistir, a Arrendadora poderá, imediatamente ou a qualquer tempo a partir de então, independentemente de notificação prévia à Arrendatária: (1) compensar, no todo ou em parte, as Responsabilidades Garantidas com as responsabilidades da Arrendadora em relação às Quantias Caucionadas; ou (2) aplicar ou alocar as Quantias Caucionadas ao pagamento, ou para fins do pagamento ou satisfação das Responsabilidades Garantidas, na ordem em que a Arrendadora entenda adequada. Por ocasião de uma compensação ou aplicação de parcela das Quantias Caucionadas às Responsabilidades Garantidas, a Arrendatária deverá imediatamente pagar à Arrendadora uma quantia correspondente ao valor das Quantias Caucionadas assim compensado ou aplicado.

5.6 Pagamentos

(a) Todos os pagamentos de Contraprestação pela Arrendatária à Arrendadora nos termos deste Contrato serão feitos para crédito na data do vencimento, pelo valor integral devido, em dólares e com fundos de disponibilidade no mesmo dia, compensados por meio do Sistema da Câmara de Compensação de Nova York *(New York Clearing House System)*, ou com outros fundos que venham, de tempo em tempo, a tornar-se usuais para a compensação de pagamentos em dólares na Cidade de Nova York, por meio de transferência eletrônica, para a seguinte conta da Arrendadora:

Chase Manhattan Bank, N.A.
ABA nº 021000021
Account nº: 249 000 865
Nome da Conta: Aviation Capital Group Corp.
Referência: Total 22007

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ou para outra conta na América do Norte ou na União Européia, que a Arrendadora venha a designar, mediante notificação por escrito com a antecedência mínima de cinco Dias Úteis.

(b) Caso alguma Contraprestação ou outro pagamento venha a recair em dia que não seja um Dia Útil, tornar-se-á devido no Dia Útil imediatamente precedente.

5.7 Reajuste da Base de Cálculo "por dentro"

(a) Todos os pagamentos pela Arrendatária nos termos deste Contrato ou a ele relacionados, serão feitos sem compensações ou contrareivindicações, livres e desembaraçados e sem deduções nem retenções na fonte ou a título de Impostos (exceto os Impostos Não-Indenizáveis que a Arrendatária esteja obrigada por lei a deduzir ou reter na fonte).

(b) Todos os Impostos (exceto os Impostos Não-Indenizáveis), relativos aos pagamentos previstos neste Contrato, serão de responsabilidade da Arrendatária.

(c) Caso a Arrendatária esteja obrigada por lei a fazer a uma Parte a Indenizar um pagamento previsto neste Contrato, ou a ele relacionado, que esteja sujeito a Imposto, e a referida Parte a Indenizar não receba efetivamente na data do vencimento, para seu próprio benefício, uma quantia igual ao valor integral previsto neste Contrato (exceto os Impostos Não-Indenizáveis que a Arrendatária esteja obrigada por lei a deduzir ou reter na fonte), a Arrendatária pagará todas as quantias adicionais necessárias para assegurar que a referida Parte a Indenizar receba o valor integral previsto neste Contrato (exceto os Impostos Não-Indenizáveis que a Arrendatária esteja obrigada por lei a deduzir ou reter na fonte).

5.8 Tributação

(a) Quando solicitada, a Arrendatária indenizará cada uma das Partes a Indenizar por Impostos de

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todos os Impostos (exceto os Impostos Não-Indenizáveis) exigidos de cada uma das Partes a Indenizar por Impostos ou da Arrendatária, ou contra elas instituídos, que se refiram ou sejam atribuíveis à Arrendatária, aos Documentos em Vigor ou ao Bem Arrendado e, direta ou indiretamente, se relacionem à importação, exportação, registro, propriedade, arrendamento, subarrendamento, compra, entrega, posse, uso, operação, reparo, manutenção, revisão geral, transporte, pouso, hangaragem, presença ou devolução da Aeronave ou de qualquer de suas peças, ou qualquer contraprestação, recebimentos, indenizações de seguro, rendimentos ou outras quantias que disso sejam decorrentes.

(b) Se uma Parte a Indenizar por Impostos, com base em sua própria interpretação razoável de quaisquer leis ou regulamentos pertinentes, vier a realizar uma economia de Impostos (por meio de restituição, dedução, crédito ou a outro título), no que concerne a uma quantia com relação à qual a Arrendatária tenha feito um pagamento (ou pagamento com acréscimo) nos termos das Cláusulas 5.7, 5.9 ou 5.11, ou tenha indenizado a referida Parte a Indenizar por Impostos nos termos da Cláusula 5.8(a), ou com relação à ocorrência ou operação que tenha dado causa ao referido pagamento ou indenização, e tal economia de Impostos não tiver sido levada anteriormente em consideração no cálculo de qualquer pagamento de indenização feito pela Arrendatária, a referida Parte a Indenizar por Impostos, à medida que possa fazê-lo sem prejuízo da preservação da pertinente economia e observadas as obrigações da Arrendatária de pagar-lhe a referida quantia, se a economia pertinente for subseqüentemente desautorizada ou glosada, deverá pagar à Arrendatária a quantia que julgue constituir o montante da aludida economia de impostos (juntamente, no caso de restituição, com os juros que houver recebido sobre tal montante), ficando entendido que a referida Parte a Indenizar por Impostos não deverá ficar obrigada a fazer nenhum pagamento à Arrendatária nos termos desta Cláusula 5.8(b), à medida que o montante de qualquer economia de Impostos com relação à qual tal pagamento deva ser feito venha a exceder o montante global de todos os pagamentos anteriores que a Arrendatária lhe tenha feito, ou feito em seu nome, ou a título de indenização de Impostos à referida Parte a Indenizar por Impostos, nos termos deste Contrato, menos o valor de todos os pagamentos anteriores feitos nos termos

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desta Cláusula 5.8(b), no que concerne a tal economia de Impostos. A Arrendatária reconhece que nada do que se contém nesta Cláusula 5.8(b) deverá prejudicar o direito de uma Parte a Indenizar por Impostos de ordenar suas questões tributárias da maneira que julgue adequada, seja por quais procedimentos adequados for (tampouco dará à Arrendatária o direito de investigar, ou impor a uma Parte a Indenizar por Impostos a obrigação de revelá-los) e, em particular, nenhuma Parte a Indenizar por Impostos terá qualquer obrigação de reivindicar uma economia de Impostos prioritariamente em relação a quaisquer outras economias a ela disponíveis, ficando entendido que, com observância do acima disposto, a Arrendadora deverá empenhar-se em boa-fé para realizar uma economia de Impostos conforme acima descrito.

5.9 Imposto de Valor Agregado

(a) Para os fins desta Cláusula 5.9, *"VAT"* significa o imposto de valor agregado e qualquer imposto sobre mercadorias e serviços, vendas ou faturamento, exação ou exigência de crédito tributário de natureza semelhante, e "fornecimento" inclui qualquer atividade sobre a qual, ou em relação à qual, incida o *VAT*.

(b) A Arrendatária deverá pagar a cada uma das Partes a Indenizar por Impostos ou à autoridade fiscal pertinente, conforme o caso, o valor do *VAT* incidente em um fornecimento, para fins do *VAT*, nos termos deste Contrato.

(c) Todas as quantias a serem pagas pela Arrendatária conforme declarado neste Contrato não incluem o *VAT* (porventura incidente), e caso deva este ser pago sobre qualquer quantia devida pela Arrendatária nos termos deste Contrato, a Arrendatária deverá pagá-lo integralmente e indenizar cada uma das Partes a Indenizar por Impostos de quaisquer reivindicações que lhe digam respeito e, sempre que apropriado, deverá a aumentar o valor dos pagamentos que de resto devam ser feitos nos termos deste Contrato, de modo que a referida Parte a Indenizar por Impostos seja reconduzida à mesma situação em que estaria, caso não fosse pago o *VAT*. A Arrendatária

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deverá fornecer comprovação à Arrendadora, se disponível, acerca do recolhimento do *VAT* pela Arrendatária, com relação ao presente Contrato.

5.10 Informações

Caso a Arrendatária seja obrigada por Lei Aplicável, ou por um terceiro, a apresentar informes ou declarações relativas a Impostos, a Arrendatária então os fará, e, em particular, neles não mencionará outra Pessoa que não seja a Arrendatária como responsável pelo uso e operação da Aeronave e pelos Impostos (exceto os Impostos Não-Indenizáveis) que disso decorrerem, fornecendo, quando solicitada, uma cópia do informe ou declaração a uma Parte a Indenizar por Impostos. Caso a Arrendatária necessite de quaisquer informações ou da cooperação de uma Parte a Indenizar por Impostos, para o fim de satisfazer suas obrigações conforme acima disposto, a referida Parte a Indenizar por Impostos deverá fornecer-lhe prontamente as informações ou a cooperação que a Arrendatária venha razoavelmente a solicitar-lhe por escrito. Caso a Arrendadora seja efetivamente notificada por uma autoridade fiscal da necessidade da apresentação de um informe ou declaração de Impostos (exceto Impostos Não-Indenizáveis), a Arrendadora disso notificará prontamente a Arrendatária.

5.11 Tributação de Pagamentos de Indenização

(a) Se e à medida que quaisquer quantias devidas pela Arrendatária a uma Parte a Indenizar por Impostos, nos termos deste Contrato, à guisa de indenização, forem insuficientes, em razão dos Impostos devidos com relação a essas quantias, para que a Parte a Indenizar por Impostos satisfaça a correspondente obrigação para com o terceiro (incluindo qualquer autoridade fiscal), ou para que a Parte a Indenizar por Impostos seja reembolsada do custo em que tenha incorrido perante um terceiro (incluindo qualquer autoridade fiscal), a Arrendatária pagará à referida Parte a Indenizar por Impostos uma quantia tal que, após a satisfação integral da obrigação tributária, reste à referida Parte a Indenizar por Impostos a mesma quantia que teria o direito de receber, não fosse a aludida obrigação, juntamente com juros sobre o montante do déficit, à Taxa de Juros de Mo-

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ra, pelo período com início na data de vencimento do imposto até o pagamento pela Arrendatária (tanto antes como depois da pertinente decisão judicial).

(b) Se e à medida que quaisquer quantias que constituam (direta ou indiretamente) indenização a uma Parte a Indenizar por Impostos, mas pagas pela Arrendatária a uma Pessoa que não seja a referida Parte a Indenizar por Impostos, ficarem sujeitas à tributação nas mãos da aludida Parte a Indenizar por Impostos, a Arrendatária pagará então à referida Parte a Indenizar por Impostos uma quantia tal que, após a satisfação integral da obrigação tributária, indenize a referida Parte a Indenizar por Impostos na mesma proporção em que teria ela sido indenizada na ausência da aludida obrigação, juntamente com juros sobre a quantia devida pela Arrendatária nos termos desta Cláusula 5.11(b), à Taxa de Juros de Mora, em relação ao período com início na data de vencimento da obrigação até o pagamento pela Arrendatária (tanto antes como depois da pertinente decisão judicial).

5.12 Juros de Mora

Caso a Arrendatária deixe de pagar quaisquer quantias devidas nos termos deste Contrato, na data do vencimento, deverá pagar a qualquer Parte a Indenizar por Impostos, mediante solicitação de tempo em tempo, juros (tanto antes como depois da pertinente decisão judicial), à Taxa de Juros de Mora, sobre a aludida quantia, a contar da data do vencimento até a data do pagamento integral pela Arrendatária à aludida Parte a Indenizar por Impostos. Todos esses juros deverão ser compostos mensalmente e calculados com base no número efetivo de dias transcorridos, presumindo-se um ano de 360 dias.

5.13 Impugnação

Em caso de exigência por escrito de Impostos (exceto Impostos Não-Indenizáveis), ou de pagamento a eles referente, contra uma Parte a Indenizar por Impostos, deverá esta notificar prontamente a Arrendatária. Se razoavelmente solicitada por escrito pela Arrendatária, no prazo de 30 dias após tal notificação,

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deverá a referida Parte a Indenizar por Impostos, ao receber indenização a ela satisfatória, e a expensas da Arrendatária (incluindo todos os custos, despesas, perdas, honorários e desembolsos de advogado e de contadores, penalidades e juros), contestar em boa-fé ou, conforme previsto em lei, permitir à Arrendatária que conteste em seu próprio nome, ou em nome da referida Parte a Indenizar por Impostos, a validade, aplicabilidade ou montante de tais Impostos, quer (i) recusando-se ao seu pagamento, se praticável e permitido pelas Leis Aplicáveis, quer (ii) empenhando esforços razoáveis, caso o pagamento seja feito, para obter a sua repetição mediante procedimentos administrativos e judiciais competentes e, ao contestar tais exigências, deverá a referida Parte a Indenizar por Impostos notificar a Arrendatária de todos os desdobramentos relevantes relativos a tal contestação, enviar cópias de todas as manifestações relevantes apresentadas no curso dessa contestação e deverá cumprir substancialmente em boa-fé qualquer solicitação razoável concernente à sua condução, ficando entendido que nenhuma Parte a Indenizar por Impostos ficará obrigada a tomar nenhuma providência que:

(a) julgue, com razoabilidade, poder prejudicá-la; ou

(b) julgue, com razoabilidade, não ter perspectiva razoável de sucesso; ou

(c) para a qual a Arrendatária não tenha feito provisão adequada, em termos razoavelmente aceitáveis à referida Parte a Indenizar por Impostos, com relação à despesa em questão; ou

(d) que dê causa a uma possibilidade substancial de que a Aeronave ou um direito seu sobre a Aeronave sejam alienados, objeto de perda, ou, de resto, prejudicados, ou à responsabilização criminal de qualquer Parte a Indenizar por Impostos.

Se, em conformidade com o acima disposto, uma Parte a Indenizar por Impostos decidir-se pelo pagamento dos referidos Impostos e pela obtenção de uma restituição, a Arrendatária pagará tais Impostos em nome da referida Parte a Indenizar por Impostos, assim como qualquer quantia devida relativa a esse pagamento, ou reembolsará tais Impostos prontamente à referida Parte a Indenizar por Impostos. Caso uma

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Parte a Indenizar por Impostos obtenha, no todo ou em parte, uma restituição dos aludidos Impostos pagos pela Arrendatária, deverá tal Parte a Indenizar por Impostos pagar à Arrendatária o montante dessa restituição, ficando entendido que esse montante não será devido antes que a Arrendatária tenha feito todos os pagamentos ou indenizações então devidos com relação a Impostos a qualquer das Partes a Indenizar por Impostos e desde que não tenha havido nem esteja a persistir nenhum Inadimplemento. Se, além dessa restituição, uma Parte a Indenizar por Impostos receber alguma quantia que represente juros, honorários de advogados ou qualquer outra quantia pertinente a essa restituição, a Arrendatária deverá receber parcela proporcional desses juros, honorários de advogados ou outras quantias, que seja razoavelmente atribuível aos Impostos por ela pagos antes da obtenção da aludida restituição. Nenhuma Parte a Indenizar por Impostos poderá firmar acordo, ou de outro modo transigir ou fazer concessões com relação a uma exigência de uma autoridade fiscal em razão de Impostos que estejam sendo contestados pela Arrendatária, nos termos da Cláusula 5.13, sem a anuência por escrito da Arrendatária, anuência que não deverá ser desarrazoadamente negada, a não ser que tal Parte a Indenizar por Impostos renuncie ao seu direito à indenização pela Arrendatária, no que concerne a essa exigência (mas, não em relação a quaisquer exigências futuras).

5.14 Incondicionalidade

As obrigações da Arrendatária previstas neste Contrato são absolutas e incondicionais, independentemente de contingências de qualquer natureza, incluindo (mas sem limitação a):

(a) direitos de compensação, contra-reivindicação, recuperação, redução, defesa ou outro direito que qualquer das partes neste Contrato possa ter contra a outra;

(b) indisponibilidade da Aeronave por qualquer razão, incluindo a requisição da Aeronave ou outra proibição ou interrupção, interferência ou outra restrição que diga respeito ao uso, operação ou posse da Aeronave pela Arrendatária;

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(c) falta ou invalidade, ou outro defeito do título de propriedade da Aeronave, da sua aeronavegabilidade, adequação aos fins gerais a que se destina, adequação a qualquer fim específico, condições, projeto ou operação, de qualquer tipo ou natureza, para qualquer uso ou atividade em particular, ou para o seu registro ou documentação nos termos das leis da jurisdição pertinente, ou uma Perda Total ou danos por ela sofridos;

(d) insolvência, falência, concordata, composição com credores, reajustes de débitos, dissolução, liquidação ou procedimentos semelhantes instituídos pela ou contra a Arrendadora ou a Arrendatária;

(e) qualquer invalidade, inexeqüibilidade, ou falta da devida autorização, ou outro defeito que neste Contrato se contenha; ou

(f) qualquer outra causa que, não fosse a presente disposição, teria ou poderia, de outra maneira, ter o efeito de rescindir ou de algum modo influir em obrigações da Arrendatária previstas neste Contrato;

ficando sempre entendido, porém, que esta Cláusula 5.14 não deverá prejudicar o direito da Arrendatária de exigir indenização por perdas e danos e outras reparações judiciais, na hipótese de a Arrendadora descumprir suas obrigações previstas neste Contrato, ou na hipótese de que, em razão da falta ou de uma invalidade do título de propriedade da Aeronave atribuível à Arrendadora, seja a Arrendatária privada da posse da Aeronave.

6. GARANTIAS DO FABRICANTE

6.1 Cessão

Não obstante o presente Contrato, a Arrendadora continuará a ter direito ao benefício de cada garantia,

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expressa ou tácita, e ao suporte ao cliente e/ou ao produto, por qualquer período ainda não vencido, que seja dados ou fornecidos com relação à Aeronave, qualquer dos Motores ou Peça, por qualquer fabricante, vendedor, prestador de serviços de manutenção, subcontratado ou fornecedor. A menos que uma Hipótese de Inadimplemento tenha ocorrido e esteja a persistir, a Arrendadora, pelo presente, autoriza a Arrendatária a apresentar reclamação ao amparo das aludidas garantias, que digam respeito a defeitos que afetem a Aeronave, qualquer dos Motores ou Peça, comprometendo-se a Arrendatária a apresentar diligentemente, a suas próprias expensas, uma reclamação assim surgida. A Arrendatária notificará prontamente a Arrendadora tão logo tenha conhecimento de qualquer reclamação. A Arrendadora dará à Arrendatária a assistência para apresentação de reclamação nos termos de quaisquer garantias ou do suporte ao cliente e/ou ao produto, que a Arrendatária venha razoavelmente a requerer e, se solicitada pela Arrendatária, apresentará reclamação em seu próprio nome, a expensas da Arrendatária, sempre que o pertinente fabricante, vendedor, prestador de serviços de manutenção, subcontratado ou fornecedor tenha-se recusado a reconhecer o direito da Arrendatária de apresentá-la.

6.2 Indenização

A menos que uma Hipótese de Inadimplemento tenha ocorrido e esteja a persistir, toda indenização resultante da aludida reclamação, conforme previsto na Cláusula 6.1, que exceda $100.000, será paga diretamente à Arrendadora, à conta indicada na Cláusula 5.6(a), mas, se e à medida que a aludida reclamação disser respeito:

(a) a defeitos que afetem a Aeronave, que a Arrendatária tenha reparado; ou

(b) à compensação pela perda de uso da Aeronave, Motor ou Peça, durante o Prazo de Vigência; ou

(c) a custos incorridos pela Arrendatária com a apresentação de tal reclamação (sejam ou não a indenização resultante dessa reclamação devida à Arrendatária);

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e contanto que nenhum Inadimplemento tenha ocorrido e esteja a persistir, a indenização será prontamente paga pela Arrendadora à Arrendatária, mas, no caso previsto na alínea (a), somente mediante a entrega à Arrendadora de comprovação a ela aceitável de que a Arrendatária tenha reparado o defeito pertinente.

6.3 Peças

Salvo à medida que a Arrendadora de outro modo concorde em um caso em particular, a Arrendatária procurará fazer com que todos os motores, componentes, aparelhos ou equipamentos fornecidos pelo fabricante, vendedor, prestador de serviços de manutenção, subcontratado ou fornecedor, em substituição a Motor ou Peça defeituosos, de acordo com garantia ou ajuste para suporte ao cliente e/ou ao produto, estejam em conformidade com a Cláusula 8.13(a), sejam instalados na Aeronave prontamente, e que a respectiva propriedade passe à Arrendadora em conformidade com a Cláusula 8.17(b). Ao serem instalados, considerar-se-á que tais itens constituam um Motor ou Peça, conforme aplicável.

6.4 Acordo

À medida que quaisquer garantias ou suporte ao cliente e/ou ao produto, relativos à Aeronave, estejam disponíveis conforme previsto em acordo entre um fabricante, vendedor, prestador de serviços de manutenção, subcontratado ou fornecedor e a Arrendatária, esta Cláusula 6 ficará sujeita a esse acordo. Todavia, a Arrendatária:

(a) pagará à Arrendadora, à conta indicada na Cláusula 5.6(a), a indenização resultante de qualquer reclamação nos termos do referido acordo que exceda $100.000, para que seja aplicada nos termos da Cláusula 6.2 e, enquanto pendente tal pagamento, deterá, em confiança, em favor da Arrendadora, o direito de reclamação e respectiva indenização; e

(b) tomará todas as providências necessárias e solicitadas pela Arrendadora, ao expirar o Prazo de Vigência, para assegurar que passe à Arrendadora o benefício de qualquer dessas garantias ou

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Cláudio Alberto R. Araújo - Tab. Substituto
Cássia Maria de Souza - Tab. Substituta
Antônio Carlos Freire - Tab. Substituto
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suporte ao cliente e/ou ao produto, que não tenha ainda expirado.

7. COMPROMISSOS e ISENÇÕES DE RESPONSABILIDADE DA ARRENDADORA

7.1 Posse Mansa e Pacífica

Contanto que nenhuma Hipótese de Inadimplemento tenha ocorrido e esteja a persistir, nem a Arrendadora nem seus sucessores e cessionários, Financiadores ou qualquer Pessoa com alguma pretensão por intermédio ou por conta de qualquer dos nomeados, opor-se-á à posse, uso e gozo, mansos e pacíficos, da Aeronave pela Arrendatária.

7.2 Participação da Arrendadora na Manutenção

(a) Despesas Reembolsáveis Relativas à Fuselagem

(i) Quando realizada pela Arrendatária um *Check*- C na Fuselagem, durante o Prazo de Vigência, os Custos Reais por ela incorridos para concluir, com relação à Fuselagem, todas as tarefas rotineiras e não-rotineiras de um *Check*-C (ou *check* equivalente), mas sem incluir o custo de modificações, reconfigurações internas, o cumprimento de diretrizes de aeronavegabilidade de natureza não-repetitiva e qualquer revisão geral de componentes sujeitos a controle do tempo de uso, realizados durante o *Check*-C, salvo conforme estas sejam parte das tarefas incluídas no referido *Check*-C estabelecido para aquela periodicidade, deverão constituir "Despesas Reembolsáveis Relativas à Fuselagem";

(ii) Concluída um *Check*-C, a Arrendatária deverá apresentar comprovação por escrito, aceitável à Arrendadora, da conclusão do referido *Check*-C, da extensão dos serviços nele executados e do montante das Despesas Reembolsáveis Relativas à Fuselagem,

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para aprovação pela Arrendadora. Ao receber tal comprovação por escrito e, contanto que não haja, na ocasião, nenhum Inadimplemento ou Hipótese de Inadimplemento, a Arrendadora deverá pagar à Arrendatária ou à oficina de manutenção independente que a houver realizado, se orientada pela Arrendatária, a menor dentre as seguintes quantias: (i) Despesas Reembolsáveis Relativas à Fuselagem; ou (ii) quantia correspondente a (1) todas as Contraprestações Adicionais Pela Fuselagem anteriormente pagas pela Arrendatária, conforme previsto neste Contrato de Arrendamento, menos (2) todos os pagamentos anteriormente feitos pela Arrendadora, conforme previsto nesta Cláusula 7.2(a).

(b) Despesas Reembolsáveis Relativas aos Motores

(i) Quando realizada uma *CER* de um Motor durante uma Inspeção Não-Programada de Motor, no decorrer do Prazo de Vigência, excluída qualquer Inspeção Não-Programada de Motor decorrente de danos causados por objeto estranho, ingestão, acidente, manutenção ou instalação defeituosas, incidentes, operações impróprias, falta de cuidado, negligência ou mau uso, os Custos Reais incorridos pela Arrendatária para concluir-se tal *CER*, exceto os custos da substituição eletiva de peças (salvo conforme costumeiramente realizada no curso da referida manutenção ou revisão geral) ou cobertos por boletins de serviço do Fabricante do Motor, ou reembolsáveis mediante reclamação nos termos de garantias do Fabricante do Motor ou de seguro (mas, incluindo franquias para os fins desta cláusula), deverão constituir "Despesas Reembolsáveis Relativas aos Motores". Tal *CER* deverá incluir um *build standard* a ser estabelecido de comum acordo entre a Arrendadora e a Arrendatária.

(ii) Concluída uma *CER* para um Motor, a Arrendatária deverá apresentar comprovação por escrito, aceitável à Arrendadora, da conclusão da referida *CER* e do montante das Despesas Reembolsáveis Relativas aos Motores, para aprovação pela Arrendadora.

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Ao receber tal comprovação por escrito e, contanto que não haja, na ocasião, nenhum Inadimplemento ou Hipótese de Inadimplemento, a Arrendadora deverá pagar à Arrendatária ou à oficina de manutenção independente que houver executado tais serviços, se orientada pela Arrendatária, a menor dentre as seguintes quantias: (i) Despesas Reembolsáveis Relativas aos Motores, pertinentes ao Motor em questão; ou (ii) quantia correspondente a (1) todas as Contraprestações Adicionais Pelos Motores anteriormente pagas pela Arrendatária em relação ao aludido Motor, conforme previsto neste Contrato de Arrendamento, menos (2) todos os pagamentos anteriormente feitos pela Arrendadora, conforme previsto nesta Cláusula 7.2(b), relativamente ao aludido Motor.

(c) Despesas Reembolsáveis Relativas às *LLP*s dos Motores

(i) Durante a execução de uma Inspeção Não-Programada de Motor que inclua uma *CER*, caso a Arrendatária seja obrigada a substituir uma *LLP* de um Motor, em conformidade com o Programa de Manutenção Aprovado, com exclusão de quaisquer substituições causadas por objeto estranho, ingestão, acidente, manutenção ou instalação defeituosas, incidentes, operações impróprias, falta de cuidado, negligência, mau uso, substituição eletiva de peças (salvo conforme costumeiramente realizada no curso da referida manutenção), ou cobertas por boletins de serviço do Fabricante, ou reembolsáveis mediante reclamação nos termos de garantias do Fabricante ou de seguro (mas, incluindo franquias para os fins desta cláusula), os Custos Reais incorridos pela Arrendatária com a compra das referidas *LLP*s dos Motores em substituição deverão constituir "Despesas Reembolsáveis Relativas às *LLP*s".

(ii) Concluída uma Inspeção Não-Programada de Motor para qualquer dos Motores, a Arrendatária deverá apresentar comprovação por escrito, aceitável à Arrendadora, do montante das Despesas Reembolsáveis Relativas às *LLP*s dos Motores. Ao receber

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tal comprovação por escrito e, contanto que não haja, na ocasião, nenhum Inadimplemento ou Hipótese de Inadimplemento, a Arrendadora deverá pagar à Arrendatária ou à oficina de manutenção independente que houver executado tal Inspeção Não-Programada de Motor, se orientada pela Arrendatária, a menor dentre as seguintes quantias: (i) Despesas Reembolsáveis Relativas às *LLP*s dos Motores pertinentes ao Motor em questão; ou (ii) quantia correspondente a (1) todas as Contraprestações Adicionais Pelas *LLP*s dos Motores anteriormente pagas pela Arrendatária em relação ao aludido Motor, nos termos deste Contrato de Arrendamento, menos (2) todos os pagamentos anteriormente feitos pela Arrendadora, conforme previsto nesta Cláusula 7.2(c), relativamente ao aludido Motor.

(d) Despesas Reembolsáveis Relativas ao Trem de Pouso

(i) Durante a execução pela Arrendatária de uma Revisão Geral de um Trem de Pouso em conformidade com o Programa de Manutenção Aprovado, com exclusão de uma Revisão Geral causada por acidente, manutenção ou instalação defeituosas, incidentes, operações impróprias, falta de cuidado, negligência, mau uso, ou coberta por boletins de serviço do Fabricante, ou reembolsável mediante reclamação nos termos de garantias do Fabricante ou de seguro (mas, incluindo franquias para os fins desta cláusula), os Custos Reais incorridos para concluir-se tal Revisão Geral deverão constituir "Despesas Reembolsáveis Relativas ao Trem de Pouso".

(ii) Concluída uma Revisão Geral, a Arrendatária deverá apresentar comprovação por escrito, aceitável à Arrendadora, da conclusão da Revisão Geral e do montante das Despesas Reembolsáveis Relativas ao Trem de Pouso para aprovação pela Arrendadora. Ao receber tal comprovação por escrito e, contanto que não haja, na ocasião, nenhum Inadimplemento ou Hipótese de Inadimplemento, a Arrendadora deverá pagar à Arrendatária ou à oficina de manutenção independente que houver executado

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tal serviço, se orientada pela Arrendatária, a menor dentre as seguintes quantias: (i) Despesas Reembolsáveis Relativas ao Trem de Pouso; ou (ii) quantia correspondente a (1) todas as Contraprestações Adicionais Pelo Trem de Pouso anteriormente pagas pela Arrendatária, nos termos deste Contrato de Arrendamento, menos (2) todos os pagamentos anteriormente feitos pela Arrendadora, conforme previsto nesta Cláusula 7.2(d).

(e) Despesas Reembolsáveis Relativas à *APU*

(i) Durante a execução de uma Revisão Geral da *APU*, no decorrer do Prazo de Vigência, com exclusão de uma Revisão Geral causada por objeto estranho, ingestão, acidente, manutenção ou instalação defeituosas, incidentes, operações impróprias, falta de cuidado, negligência, mau uso, substituição eletiva de peças (salvo conforme costumeiramente realizada no curso da referida Revisão Geral), ou coberta por boletins de serviço do Fabricante, o custo de modificações, do cumprimento dos boletins de serviço do Fabricante, ou diretrizes de aeronavegabilidade, ou custos reembolsáveis mediante reclamação nos termos de garantias do Fabricante ou de seguro, os Custos Reais incorridos para concluir-se tal Revisão Geral deverão constituir "Despesas Reembolsáveis Relativas à *APU*".

(ii) Concluída uma Revisão Geral da *APU*, a Arrendatária deverá apresentar comprovação por escrito, aceitável à Arrendadora, da conclusão da Revisão Geral e do montante das Despesas Reembolsáveis Relativas à *APU* para aprovação pela Arrendadora. Ao receber tal comprovação por escrito e, contanto que não haja, na ocasião, nenhum Inadimplemento ou Hipótese de Inadimplemento, a Arrendadora deverá pagar à Arrendatária ou à oficina de manutenção independente que houver executado tal serviço, se orientada pela Arrendatária, a menor dentre as seguintes quantias: (i) Despesas Reembolsáveis Relativas à *APU*; ou (ii) quantia correspondente a (1) todas as Contraprestações Adicionais Pela *APU* anteriormente

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as Contraprestações Adicionais Pela *APU* anteriormente pagas pela Arrendatária pela *APU*, nos termos deste Contrato de Arrendamento, menos (2) todos os pagamentos anteriormente feitos pela Arrendadora, conforme previsto nesta Cláusula 7.2(e).

(f) Disposições Adicionais

(i) Não obstante qualquer disposição em contrário nesta Cláusula 7.2, toda manutenção, assim como a extensão e natureza da manutenção a ser realizada, deverão ser determinadas por uma Oficina de Manutenção Homologada. A Arrendadora terá o direito à presença de representantes durante a execução dessa manutenção, para supervisionar e aprovar todos os aspectos da sua execução, inclusive a extensão dos respectivos serviços. A Arrendadora deverá ser notificada pela Arrendatária antes do início de qualquer serviço de manutenção descrito nesta Cláusula 7.2, inclusive quanto à Oficina de Manutenção Homologada e para fins de sua aprovação razoável da extensão dos serviços

(ii) A Arrendatária reconhece que deverá pagar o custo integral de qualquer *check*, inspeção não-programada, revisão geral ou outro tipo de manutenção exigido pelo Programa de Manutenção Aprovado, assim como realizá-las, quer seja ou não a Arrendatária obrigada a fazer quaisquer pagamentos de acordo com esta Cláusula 7.2, e quaisquer custos por ela incorridos na execução dessa *check*, inspeção não-programada, revisão geral ou outro tipo de manutenção exigido pelo Programa de Manutenção Aprovado, deverão constituir responsabilidade exclusiva da Arrendatária.

(g) Pagamentos pela Arrendadora

(i) Se: (1) uma Oficina de Manutenção Homologada (que não seja a Arrendatária), que

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venha a realizar quaisquer serviços de manutenção descritos na Cláusula 7.2(a)(i), (b)(i), (c)(i), (d)(i) ou (e)(i), exigir, como parte do seu contrato para os referidos serviços de manutenção, que a Arrendatária faça pagamentos ou depósitos à medida que concluída cada fase dos referidos serviços; e (2) a Arrendatária solicitar que a Arrendadora financie tais pagamentos ou depósitos e apresentar à Arrendadora estimativas razoavelmente aceitáveis da referida Oficina de Manutenção Homologada quanto ao custo dos aludidos serviços de manutenção, a Arrendadora deverá fazer então tais pagamentos ou depósitos, quando devidos à referida Oficina de Manutenção Homologada, até um valor não superior a 50% do montante que a Arrendadora venha a ter de pagar com relação a tais serviços de manutenção previstos nas Cláusulas 7.2(a) a (e), conforme aplicável.

(ii) Tão logo quanto praticável e, de todo modo, no prazo de 20 dias após o recebimento de um pedido de reembolso de Despesas Reembolsáveis, a Arrendadora deverá: (i) notificar a Arrendatária por escrito de qualquer parcela do referido pedido em relação à qual tenha objeções razoáveis, ou para a qual razoavelmente exija documentação adicional de suporte; e (ii) pagar todas as parcelas do referido pedido às quais não tenha nenhuma objeção razoável ou para as quais não precise de documentação adicional. Além disso, para quaisquer Despesas Reembolsáveis a serem pagas pela Arrendadora que não sejam pagas no prazo de 20 dias após a mais recente dentre as seguintes datas: a data do pedido da Arrendatária ou a data em que a Arrendatária forneça a documentação de suporte razoavelmente exigida pela Arrendadora, deverá esta pagar juros à Arrendatária, à Taxa de Juros de Mora sobre o respectivo valor, dessa data mais recente até a data do pagamento.

7.3 Registros e Arquivamentos

A Arrendadora deverá, a expensas da Arrendatária:

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(a) tomar todas as providências razoavelmente solicitadas pela Arrendatária para permitir-lhe o cumprimento de suas obrigações previstas na Cláusula 8.10, no que concerne ao registro da Aeronave perante a Autoridade Aeronáutica, abstendo-se de praticar ou de permitir que sejam praticados quaisquer atos que razoavelmente se possa esperar venham a prejudicar o aludido registro; e

(b) praticar todos os atos e atividades (incluindo arquivamentos ou registros perante a Autoridade Aeronáutica ou outra Entidade Governamental), conforme necessário, após qualquer alteração em relação à titularidade ou financiamento da Aeronave.

7.4 Obrigações da Arrendadora após a Rescisão

Contanto que nenhum Inadimplemento tenha ocorrido e esteja a persistir, no prazo de cinco Dias Úteis a contar:

(a) da rescisão deste Contrato antes da Entrega, de acordo com as Cláusulas 4.2(e) ou 4.3; ou

(b) da devolução da Aeronave à Arrendadora, em conformidade com o presente Contrato e nas condições nele estipuladas; ou

(c) do recebimento pela Arrendadora do Valor Estipulado, após uma Perda Total, assim como das demais quantias devidas conforme previsto na Cláusula 12.2;

ou, em qualquer desses casos, em outra ocasião posterior na qual a Arrendatária tenha irrevogavelmente pago à Arrendadora todas as quantias que estejam então pendentes nos termos deste Contrato, a Arrendadora deverá pagar à Arrendatária uma quantia correspondente à Comissão de Compromisso.

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7.5 Oficinas de Manutenção Homologadas

A Arrendadora poderá, por uma razão comercial legítima, fazer objeção a, e excluir, qualquer oficina de manutenção (que não seja a Arrendatária) que esteja relacionada como uma Oficina de Manutenção Homologada. A Arrendadora deverá de tempo em tempo fornecer por escrito à Arrendatária uma lista de todas as oficinas de manutenção excluídas da definição de "Oficina de Manutenção Homologada" de acordo com a sentença precedente, podendo essa lista ser periodicamente alterada pela Arrendadora. A Arrendadora e a Arrendatária deverão consultar-se em boa-fé no que concerne a quaisquer oficinas que, de tempo em tempo, estejam na referida lista a pedido de qualquer das partes.

7.6 Exclusão

A AERONAVE É ACEITA PELA ARRENDATÁRIA "NO ESTADO E NO LOCAL EM QUE SE ENCONTRA E COM TODAS AS FALHAS", CONCORDANDO E RECONHECENDO A ARRENDATÁRIA QUE, SALVO CONFORME EXPRESSAMENTE DECLARADO NESTE CONTRATO, A ARRENDADORA NÃO TERÁ NENHUMA RESPONSABILIDADE EM RELAÇÃO A QUAISQUER CONDIÇÕES, GARANTIAS OU DECLARAÇÕES, EXPRESSAS OU TÁCITAS, QUE DIGAM RESPEITO À AERONAVE, NEM OFERECEU OU PRESTOU TAIS CONDIÇÕES, GARANTIAS OU DECLARAÇÕES, TAMPOUCO CONSIDERAR-SE-Á QUE AS TENHA OFERECIDO OU PRESTADO, INCLUSIVE COM RELAÇÃO:

(a) À DESCRIÇÃO, AERONAVEGABILIDADE, ADEQUAÇÃO PARA OS FINS GERAIS A QUE SE DESTINA, ADEQUAÇÃO PARA USOS OU FINS ESPECÍFICOS, VALOR, CONDIÇÕES, OU PROJETO DA AERONAVE OU DE QUALQUER PEÇA; OU

(b) A QUALQUER OBRIGAÇÃO, RESPONSABILIDADE, DIREITO, PRETENSÃO OU REPARAÇÃO DE ILÍCITOS, SEJAM OU NÃO DECORRENTES DE CULPA EFETIVA DA ARRENDADORA OU A ELA IMPUTÁVEL (MAS, COM EXCLUSÃO DE QUALQUER

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OBRIGAÇÃO, RESPONSABILIDADE, DIREITO, PRETENSÃO OU REPARAÇÃO DE ILÍCITOS QUE RESULTE DE CULPA GRAVE OU CONDUTA DOLOSA DA ARRENDADORA); OU

(c) A QUALQUER OBRIGAÇÃO, RESPONSABILIDADE, DIREITO, PRETENSÃO OU REPARAÇÃO DE PREJUÍZOS OU DANOS À AERONAVE, EM RAZÃO DA RESPONSABILIDADE DA ARRENDATÁRIA PERANTE UM TERCEIRO, OU POR QUAISQUER OUTRAS PERDAS OU DANOS DIRETOS OU INDIRETOS, INCIDENTAIS OU CONSEQUENCIAIS.

7.7 Renúncia pela Arrendatária

PELO PRESENTE, RENUNCIA A ARRENDATÁRIA, NO QUE DIZ RESPEITO AO RELACIONAMENTO ENTRE ELA E A ARRENDADORA, A TODOS OS DIREITOS RELATIVOS A QUALQUER CONDIÇÃO, GARANTIA OU DECLARAÇÃO, EXPRESSA OU TÁCITA, POR PARTE DA ARRENDADORA, ASSIM COMO A TODAS AS PRETENSÕES CONTRA A ARRENDADORA, SEJA COMO FOR E QUANDO QUER QUE VENHAM A SURGIR, A QUALQUER TEMPO, COM RELAÇÃO À AERONAVE OU AO PRESENTE CONTRATO, OU À OPERAÇÃO OU DESEMPENHO DA AERONAVE OU DO PRESENTE CONTRATO, SALVO CONFORME DE OUTRO MODO EXPRESSAMENTE NELE DECLARADO.

7.8 Confirmação da Arrendatária

A ARRENDATÁRIA CONFIRMA QUE ESTÁ PLENAMENTE CIENTE DAS DISPOSIÇÕES DAS CLÁUSULAS 7.6 E 7.7 E RECONHECE QUE A CONTRAPRESTAÇÃO BÁSICA, A CONTRAPRESTAÇÃO ADICIONAL E TODAS AS DEMAIS QUANTIAS POR ELA DEVIDAS CONFORME PREVISTO NESTE CONTRATO FORAM CALCULADAS A DESPEITO DESSAS DISPOSIÇÕES.

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8. COMPROMISSOS DA ARRENDATÁRIA

8.1 Duração

As obrigações contidas nesta Cláusula 8 e na Cláusula 12:

(a) exceto conforme de outro modo declarado, serão cumpridas a expensas da Arrendatária; e

(b) permanecerão em vigor até a devolução da Aeronave à Arrendadora, em conformidade com este Contrato e, subseqüentemente, à medida de quaisquer direitos da Arrendadora originados das referidas obrigações.

8.2 Informações

A Arrendatária deverá:

(a) fornecer à Arrendadora, com cópia para cada um dos Credores Hipotecários:

(i) no prazo de 60 dias seguintes ao último dia dos primeiros três trimestres de cada exercício fiscal da Arrendatária, as suas demonstrações financeiras consolidadas não-auditadas, preparadas para o trimestre, incluindo balanço patrimonial consolidado da Arrendatária e de suas Subsidiárias, no último dia do referido trimestre, e demonstrações consolidadas de resultados e de lucros acumulados relativas ao referido trimestre, assim como desde o início do exercício fiscal, e, de modo comparativo, os números dos períodos correspondentes no exercício fiscal imediatamente precedente, tudo em razoável detalhe, devendo cada uma dessas demonstrações ser objeto de um certificado do diretor financeiro ou do diretor de contabilidade da Arrendatária, atestando que apresentam regularmente a situação financeira e os resultados de operações da

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Arrendatária na respectiva data e relativamente àquele trimestre (sujeitas a ajustes pelos auditores ao final do exercício), e que foram preparadas em conformidade com *GAAP*;

(ii) tão logo quanto possível, mas, de todo modo, em prazo não superior a 90 dias a contar do último dia de cada exercício fiscal da Arrendatária, as suas demonstrações financeiras consolidadas e auditadas, preparadas para o referido exercício, incluindo o balanço patrimonial consolidado da Arrendatária e suas Subsidiárias no último dia do referido exercício, demonstrações consolidadas de resultados e de lucros acumulados da Arrendatária e suas Subsidiárias para o referido exercício fiscal, balanço patrimonial de consolidação da Arrendatária e de suas Subsidiárias no último dia do referido exercício, e demonstrações de resultados e de lucros acumulados da Arrendatária e suas Subsidiárias para o aludido exercício fiscal, e, em todos os casos, de modo comparativo, os números referentes ao exercício fiscal imediatamente precedente, todas em razoável detalhe e cada uma delas preparada em conformidade com *GAAP* e objeto de certificação, sem restrições, por *[Denominação dos Auditores da Arrendatária]*, ou outra das maiores firmas internacionais de auditoria independente, atestando que apresentam regularmente a situação financeira e os resultados de operações da Arrendatária e de suas Subsidiárias ao final do referido exercício fiscal e relativamente a tal exercício fiscal, e que foram preparadas de acordo com *GAAP*;

(iii) em lugar de apresentar à Arrendadora e a cada um dos Credores Hipotecários as demonstrações financeiras mencionadas nas Cláusulas 8.2(a)(i) e (ii) acima, poderá a Arrendatária tornar tais demonstrações financeiras publicamente disponíveis na Internet, nos prazos estabelecidos nas Cláusulas 8.2(a)(i) e (ii) acima, em local identificado por escrito à Arrendadora e a cada um dos Credores Hipotecários;

(iv) concomitantemente às demonstrações financeiras fornecidas de acordo com as Cláu-

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sulas 8.2(a)(i) e (ii) acima, um certificado assinado pelo diretor financeiro ou diretor de contabilidade da Arrendatária, atestando que, tanto quanto saiba o aludido diretor após a devida indagação, nenhum Inadimplemento ocorreu durante o período abrangido pelas referidas demonstrações financeiras e nenhum Inadimplemento existe na data de tal certificado, ou, se ocorrido ou existente tal Inadimplemento, declarando o fato e especificando a natureza e o período em que existente dito Inadimplemento, assim como as providências tomadas ou propostas pela Arrendatária com relação a tal Inadimplemento;

(v) uma cópia de cada notificação ou circular emitida para os credores da Arrendatária como um grupo, ao mesmo tempo em que emitida para os credores da Arrendatária; e

(vi) mediante solicitação de tempo em tempo, outras informações relativas à Arrendatária e suas operações e negócios, que a Arrendadora ou qualquer dos Credores Hipotecários venham razoavelmente a solicitar;

(b) quando solicitada, informar a Arrendadora quanto à então localização da Fuselagem e dos Motores, o número de série e o proprietário de qualquer motor instalado na Fuselagem e o número de série, marca de identificação e proprietário da fuselagem na qual um Motor esteja instalado;

(c) fornecer prontamente à Arrendadora todas as informações que, de tempo em tempo, lhe sejam por ela razoavelmente solicitadas com relação à Aeronave, qualquer dos Motores ou qualquer Peça, e seu uso, localização e condições, incluindo as horas disponíveis em relação à Aeronave e qualquer dos Motores até o *check*, verificação, revisão geral ou inspeção programadas seguintes, conforme seja o caso;

(d) quando solicitada, fornecer à Arrendadora comprovação razoavelmente aceitável à Arrendadora de que todos os Impostos e encargos incorridos pela Arrendatária com relação à Aeronave foram

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pagos e integralmente satisfeitos;

(e) fornecer à Arrendadora, no prazo de cinco dias seguintes ao término de cada mês-calendário, durante o Prazo de Vigência, um relatório mensal sobre a Aeronave, conforme o modelo contido no Apenso E ou outro modelo que a Arrendatária venha a escolher, contendo substancialmente as mesmas informações;

(f) notificar prontamente a Arrendadora e qualquer dos Credores Hipotecários de:

(i) uma Perda Total, Perda de Motor, furto ou roubo da Aeronave ou de qualquer dos Motores, danos à Aeronave, caso se possa razoavelmente esperar que o custo potencial dos reparos exceda o Limiar de Notificação de Danos, ou qualquer modificação da Aeronave, caso se possa razoavelmente esperar que o custo potencial exceda o Limiar de Notificação de Danos;

(ii) pedidos de indenização ou outra ocorrência que possa dar causa a um pedido de indenização nos termos dos Seguros (mas, no caso de pedidos de indenização de casco tão-somente, que excedam o Limiar de Notificação de Danos), assim como os detalhes de quaisquer negociações com corretores de seguro a propósito dos referidos pedidos de indenização;

(iii) ações judiciais, procedimentos arbitrais ou administrativos em andamento ou, tanto quanto saiba a Arrendatária, contra ela iminentes, que, se desfavoravelmente decididos, terão efeito prejudicial relevante sobre sua situação financeira ou negócios, ou sua capacidade de cumprir suas obrigações conforme previsto neste Contrato.

8.3 Operação da Aeronave

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A Arrendatária deverá:

(a) cumprir todas as Leis Aplicáveis vigentes em qualquer país ou jurisdição na qual a Aeronave esteja em operação, que se apliquem à Aeronave ou ao seu uso e operação;

(b) abster-se de usar a Aeronave de maneira que contrarie as recomendações da Autoridade Aeronáutica ou do pertinente Fabricante, contrarie normas ou regulamentos da Autoridade Aeronáutica, ou para qualquer finalidade para a qual a Aeronave não tenha sido projetada nem seja razoavelmente adequada;

(c) assegurar que a tripulação e engenheiros por ela empregados com relação à operação e manutenção da Aeronave tenham as qualificações e possuam as licenças exigidas pela Autoridade Aeronáutica e pelas Leis Aplicáveis;

(d) usar a Aeronave exclusivamente em operações comerciais ou de outra natureza para as quais a Arrendatária esteja devidamente autorizada pela Autoridade Aeronáutica e pelas Leis Aplicáveis;

(e) abster-se de deliberadamente usar a Aeronave (ou de usá-la em circunstâncias em que deva razoavelmente saber que está ela sendo assim usada) para o transporte de:

(i) animais inteiros, vivos ou mortos, salvo em compartimentos de carga de acordo com normas da *IATA*, e com exceção de animais domésticos de estimação transportados em contêiner apropriado, para evitar o vazamento de líquidos e assegurar o bem-estar do animal;

(ii) ácidos, produtos químicos tóxicos, outros materiais corrosivos, explosivos, combustível nuclear, resíduos nucleares ou conjuntos ou componentes nucleares, salvo con-

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forme permitido para aeronaves de carga, nos termos do anexo sobre "Restrições a Produtos" emitido de tempo em tempo pela *IATA*, e contanto que todos os requisitos para embalagem, ou a outro título ali explicitados, sejam cumpridos;

(iii) quaisquer outros produtos, materiais ou itens de carga que se possa razoavelmente esperar venham a causar danos à Aeronave e que não teriam cobertura adequada pelos Seguros; ou

(iv) qualquer substância ilegal.

(f) abster-se de utilizar a Aeronave para fins de treinamento, qualificação ou reconfirmação da situação do pessoal da cabina de comando, salvo em benefício do seu pessoal de cabina de comando e, nesse caso, somente se o uso da Aeronave para essa finalidade não estiver em desconformidade com o uso, para essa finalidade, de outra aeronave do mesmo tipo operada pela Arrendatária;

(g) abster-se (a não ser em boa-fé, por razões de segurança) de obrigar ou permitir que a Aeronave se dirija a ou permaneça em outra localidade então sujeita a uma ordem de proibição (ou ordem ou diretriz semelhante) de:

(i) qualquer Entidade Governamental do Estado de Registro ou da Base Usual; ou

(ii) qualquer Entidade Governamental do país em que tal localidade esteja situada; ou

(iii) qualquer Entidade Governamental a cuja jurisdição esteja sujeita a Arrendadora, qualquer dos Financiadores ou a Aeronave;

(h) obter e manter em pleno vigor todos os certificados, licenças, permissões ou autorizações exigidos a qualquer tempo para o uso e operação da Aeronave, assim como para a realização de pa-

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gamentos estipulados neste Contrato e o cumprimento pela Arrendatária de suas obrigações nele previstas;

(i) abster-se de alterar a localização da Base Usual da Aeronave, sem a anuência prévia e por escrito da Arrendadora; e

(j) abster-se de operar a Aeronave em direção a, a partir de, ou em qualquer país que seja objeto de sanções previstas nas diretrizes do Conselho de Segurança das Nações Unidas.

8.4 Impostos e Outras Taxas

No seu relacionamento com a Arrendadora, deverá a Arrendatária responsabilizar-se por todos os emolumentos, despesas, taxas e outros custos relacionados com o uso, operação e manutenção do Bem Arrendado, devendo pagar prontamente:

(a) todos os emolumentos relativos a licenças e registro, Impostos e outras quantias de qualquer natureza instituídas por uma Entidade Governamental, que sejam impostas à Arrendatária ou pelas quais seja a Arrendatária responsável conforme previsto neste Contrato, com relação à Aeronave, incluindo a compra, propriedade, entrega, arrendamento, posse, uso, operação, devolução, venda ou alienação a outro título da Aeronave;

(b) todas as contraprestações, emolumentos, taxas, Impostos exigidos da Arrendatária e outras quantias com relação a quaisquer instalações nas quais a Aeronave ou qualquer de suas Peças esteja situada de tempo em tempo, durante o Prazo de Vigência; e

(c) todas as quantias devidas pela Arrendatária à pertinente Autoridade Aeroportuária, com relação a todas as aeronaves (incluindo a Aeronave) operadas pela Arrendatária, antes que tais quantias se tornem vencidas e não-pagas;

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salvo à medida que tal pagamento esteja sendo contestado em boa-fé, por meio do procedimento apropriado, em conformidade com a Cláusula 5.13.

8.5 Subarrendamento

A Arrendatária não subarrendará nem deixará de ter a posse da Aeronave, dos Motores ou de qualquer Peça, ressalvando-se que a Arrendatária poderá deixar de ter a posse:

(a) da Aeronave, dos Motores ou de qualquer Peça em favor dos pertinentes fabricantes, para testes ou finalidades semelhantes, ou de uma Oficina de Manutenção Homologada, para fins de serviços de reabastecimento, reparos, manutenção ou serviços de revisão geral ou para alterações, modificações ou acréscimos, à medida que exigidos ou permitidos pelo presente Contrato;

(b) de um dos Motores ou Peça, conforme expressamente permitido pelo presente Contrato;

(c) da Aeronave ou de um dos Motores, de acordo com um contrato na modalidade *ACMI (aircraft, crew, maintenance and insurance)* (aeronave, tripulação, manutenção e seguro) ou com um arrendamento ou fretamento da Aeronave em que o controle operacional da Aeronave permaneça com a Arrendatária a todo o tempo, contanto que a Aeronave permaneça registrada perante a Autoridade Aeronáutica;

(d) da Aeronave, em razão de um acordo com outra empresa aérea concernente a vôos de conexão, contanto que o controle operacional da Aeronave permaneça com a Arrendatária a todo o tempo.

8.6 Inspeção

(a) A Arrendadora, qualquer dos Financiadores e qualquer Pessoa designada pela Arrendadora ou

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um dos Financiadores poderá, a qualquer tempo, visitar, inspecionar e supervisionar a Aeronave, qualquer dos Motores ou qualquer Peça, podendo, para essa finalidade, observada a regulamentação aplicável da Autoridade Aeronáutica, viajar na cabina de comando, como observadores. A Arrendadora, qualquer dos Financiadores, ou pessoa designada, não deverão ser impedidos durante tal inspeção de abrir painéis, alojamentos ou portas na Aeronave, nem de inspecionar qualquer parte dela.

(b) a Arrendatária não terá nenhuma responsabilidade pelos custos e despesas da Arrendadora e de qualquer dos Financiadores, com relação a tais visitas, inspeção ou supervisão, a menos que a visita, inspeção ou supervisão revele que a Arrendatária está inadimplente com suas obrigações relevantes previstas neste Contrato, caso em que os referidos custos e despesas deverão ser pagos pela Arrendatária, contra apresentação.

(c) a Arrendadora não deverá:

(i) ter nenhum dever de fazer, tampouco qualquer responsabilidade decorrente dessas visitas, inspeções ou supervisões; nem

(ii) exercer esse direito senão mediante notificação com antecedência razoável e de modo a não perturbar desarrazoadamente a manutenção ou operação da Aeronave, a menos que algum Inadimplemento tenha ocorrido e esteja a persistir.

8.7 Proteção ao Direito de Propriedade

A Arrendatária:

(a) não deverá praticar nem intencionalmente permitir que se pratique, nem deverá tolerar ou intencionalmente permitir que se tolere a prática de qualquer ato ou atividade que se possa razoavel-

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mente esperar venha a colocar em risco os respectivos direitos, título e ação de qualquer dos Credores Hipotecários, na qualidade de credores hipotecários da Aeronave e cessionários deste Contrato, ou da Arrendadora, na qualidade de proprietária da Aeronave e arrendadora conforme previsto neste Contrato, ou a validade, exeqüibilidade ou prioridade de qualquer Hipoteca;

(b) deverá, em todas as ocasiões em que a titularidade da Aeronave, de qualquer dos Motores ou de qualquer Parte tiver relevância, tornar claro a terceiros que a Arrendadora detém o título de propriedade da Aeronave e está ele sujeito a Hipoteca;

(c) não deverá, em nenhuma ocasião:

(i) declarar nem fazer crer que a Arrendadora ou qualquer dos Financiadores transportem produtos ou passageiros na Aeronave, ou estejam por qualquer modo ligados ou associados a qualquer operação ou transporte (quer mediante contrato ou compensação, quer gratuitamente) pelo qual venha a obrigar-se a Arrendatária; ou

(ii) caucionar o crédito da Arrendadora ou de qualquer dos Financiadores;

(d) deverá assegurar que seja afixada à Aeronave, e não seja removida nem por qualquer modo obscurecida, placa a prova de fogo (com dimensões não inferiores a 6" x 4"), em posição razoavelmente proeminente, com os dizeres:

(i) "Esta Aeronave, NSF 22007, é de propriedade da Aviation Capital Group Corp., 800 Newport Center Drive, Newport Beach, California 92660, E.U.A."

(e) deverá assegurar que seja afixada em cada Motor, e não seja removida nem por qualquer modo obscurecida, uma placa a prova de fogo (com dimensões não inferiores a 6" x 4"), em posição razoavelmente proeminente, próxima à placa contendo dados do referido Motor, com os dizeres:

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"Este Motor (NSF _____), é de propriedade da Aviation Capital Group Corp."

(f) deverá abster-se de criar ou permitir que pese sobre a Aeronave, qualquer dos Motores ou qualquer Peça, Direitos de Garantia que não sejam os Gravames Permitidos;

(g) não deverá praticar nem permitir a prática de qualquer ato que se possa razoavelmente esperar venha a expor a Aeronave, qualquer dos Motores ou qualquer Peça a penalidades, perda de direitos, arresto, retenção, expropriação, danos ou destruição e, sem prejuízo do acima disposto, se tais penalidades, perda de direitos, arresto, retenção, expropriação, danos ou destruição ocorrerem, deverá notificá-los à Arrendadora e empenhar-se para obter a imediata liberação da Aeronave, do referido Motor ou da referida Peça, conforme o caso;

(h) não deverá abandonar a Aeronave, os Motores ou qualquer Peça;

(i) deverá pagar e satisfazer ou fazer com que sejam pagos e satisfeitos no vencimento, ou fazer provisão adequada por meio de direitos de garantia ,ou a outro título, para todos os débitos, perdas e danos, pedidos de indenização e responsabilidades que tenham dado causa, ou que se possa razoavelmente esperar venham a dar causa a um Direito de Garantia sobre a Aeronave, qualquer dos Motores ou qualquer Peça, ou que venha a afetá-los; e

(j) não deverá tentar, nem fazer crer que tenha poderes para, vender, arrendar ou a outro título alienar a Aeronave, qualquer dos Motores ou qualquer Peça, salvo conforme expressamente permitido pelo presente Contrato.

8.8 Disposições Gerais

A Arrendatária:

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(a) não fará nenhuma alteração significativa da natureza dos negócios que ora conduz, se, a juízo razoável da Arrendadora, se possa razoavelmente esperar que tal alteração produza um efeito prejudicial relevante sobre o cumprimento pela Arrendatária de suas obrigações aqui previstas;

(b) preservará a sua continuidade, não procedendo à incorporação ou fusão com nenhuma Pessoa, nem à venda de todos os seus ativos ou de parcela significativa deles a nenhuma Pessoa, a menos que a Pessoa que a suceder em razão de tal incorporação ou fusão, ou que adquirir todos os seus ativos ou parcela significativa deles (designada, em cada uma dessas hipóteses, "Sucessora"):

(i) seja uma Pessoa constituída, formada ou organizada nos termos das leis do Estado de Constituição, de um estado ou província dos Estados Unidos da América ou do Domínio do Canadá, membro da União Européia ou outra jurisdição a que a Arrendadora manifeste sua anuência por escrito;

(ii) tenha patrimônio líqüido, imediatamente após a referida incorporação, fusão ou aquisição dos ativos da Arrendatária, não inferior ao patrimônio líqüido desta, imediatamente antes da aludida operação;

(iii) esteja, tanto quanto a Arrendatária, autorizada, conforme previsto em Lei Aplicável, a cumprir as obrigações da Arrendatária previstas neste Contrato;

(iv) apresente à Arrendadora um instrumento, em forma e teor razoavelmente aceitáveis à Arrendadora, pelo qual a Sucessora assuma as declarações e garantias da Arrendatária nos termos deste Contrato, assim como o devido e pontual cumprimento de todas as obrigações da Arrendatária previstas neste Contrato; e

(v) apresente à Arrendadora um parecer de advogado razoavelmente aceitável em forma

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Claudia Alberto R. Araújo - Ob. Substituto
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e teor à Arrendadora, sobre os Documentos em Vigor e o instrumento mencionado na Cláusula 8.8(b)(iv) acima e substancialmente de acordo com o modelo de parecer legal constante do Apenso C.

8.9 Registros

A Arrendatária deverá providenciar para que sejam mantidos, em inglês, registros precisos, completos e atualizados de todos os vôos feitos pela Aeronave, assim como de toda as manutenções, reparos, substituições, remoções, modificações, alterações e acréscimos nela realizados (inclusive, com relação a cada um dos Motores ou Peças posteriormente instalados, antes da sua instalação), devendo manter esses registros da maneira que a Autoridade Aeronáutica, a *JAA* e a *FAA* venham de tempo em tempo a exigir. Além disso, toda a Fuselagem e todas as *LLP*s dos Motores instaladas ou substituídas durante o Prazo de Vigência deverão ter documentação comprobatória, que remonte às suas origens *("back-to-birth")*, de modo a confirmar, atualizadamente, o número de Horas de Vôo e Ciclos. Esses registros farão parte dos Documentos da Aeronave.

8.10 Inscrições e Arquivamentos

A Arrendatária deverá, a suas expensas:

(a) manter o registro da Aeronave perante a Autoridade Aeronáutica de modo que demonstre (tanto quanto permitido em Lei Aplicável) os respectivos direitos da Arrendadora e dos Credores Hipotecários, assim como não praticar nem dar ocasião a nenhum ato que, com razoabilidade, se creia prejudicial a tal registro; e

(b) praticar todos os atos e atividades (incluindo quaisquer arquivamentos ou inscrições perante a Autoridade Aeronáutica ou outra Entidade Governamental, assim como assinar e apresentar todos os documentos (incluindo aditamentos deste Contrato), conforme exigido pela Arrendadora:

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(i) subseqüentemente a uma mudança ou proposta de mudança na titularidade ou financiamento da Aeronave, ou de modo a assegurar as obrigações da Arrendadora para com os Financiadores;

(ii) subseqüentemente a uma modificação da Aeronave, de qualquer dos Motores ou de qualquer Peça ou a substituição em caráter permanente de qualquer dos Motores ou Peça, em conformidade com este Contrato, de modo a assegurar que os respectivos direitos da Arrendadora e de qualquer dos Financiadores previstos neste Contrato se apliquem com o mesmo efeito que anteriormente; ou

(iii) estabelecer, manter, preservar, aperfeiçoar e proteger os respectivos direitos da Arrendadora e de qualquer dos Financiadores conforme previsto neste Contrato.

8.11 Manutenção e Reparos

A Arrendatária deverá:

(a) manter a Aeronave em estado de aeronavegabilidade em todos os aspectos e em boas condições de manutenção e reparos, devendo todas as manutenções ser realizadas de acordo com os padrões das grandes empresas aéreas internacionais;

b) incorporar ao Programa de Manutenção Aprovado: (i) o *CPCP*, tal como recomendado pelo Fabricante da Fuselagem; (ii) qualquer programa destinado à modernização de aeronaves, conforme recomendado pelo Fabricante da Fuselagem; (iii) qualquer programa *SID* aprovado pelo Fabricante da Fuselagem; e (iv) um programa de prevenção, controle e combate a fungos e culturas biológicas e contaminação, em relação a todos os tanques de combustível, em conformidade com procedimentos aprovados pelo Fabricante da Fuselagem;

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(c) manter a Aeronave em conformidade com o *FAR Part 121* e com todas as demais normas e regulamentos da Autoridade Aeronáutica, conforme aplicáveis a aeronaves de passageiros do mesmo tipo da Aeronave, assim como manter a Aeronave de modo que, a todo o tempo, esteja em conformidade com a especificação constante do certificado de homologação de tipo e fichas de dados *(data sheets)* pertinentes;

(d) manter a Aeronave em conformidade com o Programa de Manutenção Aprovado por meio de Oficinas de Manutenção Homologadas e realizar (com a respectiva periodicidade estabelecida no Programa de Manutenção Aprovado) todas as Inspeções de Vulto *(Major Checks)* e, antes de realizar alguma Inspeção de Vulto, consultar a Arrendadora quanto à extensão dos respectivos serviços;

(e) informar a Arrendadora por escrito de todas as alterações no Programa de Manutenção Aprovado, não devendo: (i) alterar a periodicidade das Inspeções de Vulto previstas no Programa de Manutenção Aprovado sem a anuência por escrito da Arrendadora; nem (ii) alterar o Programa de Manutenção Aprovado por qualquer outro modo relevante, sem a anuência por escrito da Arrendadora, a não ser que recomendado pela pertinente Fabricante ou determinado pela Autoridade Aeronáutica;

(f) cumprir todas as exigências de inspeção e modificação obrigatórias, diretrizes de aeronavegabilidade e requisitos semelhantes aplicáveis à Aeronave, qualquer dos Motores ou Peça, cujas datas de cumprimento se verifiquem até a Data de Término e que sejam exigidas pela Autoridade Aeronáutica, a *JAA* ou a *FAA*;

(g) cumprir todos os boletins de serviço de alerta emitidos por qualquer fabricante da Aeronave, dos Motores ou Peças, e cumprir (inclusive programando o respectivo serviço e, depois, realizando tal serviço conforme programado) todos os demais boletins de serviço emitidos pelo referido fa-

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(m) observada a Cláusula 11.3, obter prontamente a substituição de qualquer dos Motores ou Peça sem condições de aeronavegabilidade por prazo, ciclo ou calendário, perdidos, furtados ou roubados, apreendidos, confiscados, destruídos, danificados irreparavelmente, impróprios para serviço ou que se apresentem permanentemente inadequados para uso, devendo o motor ou peça estar em conformidade com as condições estabelecidas na Cláusula 8.13(a);

(n) realizar todos os reparos, modificações e alterações em conformidade com a *SRM* ou, caso o reparo, modificação ou alteração esteja fora do escopo da *SRM*, conforme recomendado por escrito pelo pertinente fabricante e aprovado pela Autoridade Aeronáutica;

(o) fornecer à Arrendadora um resumo por escrito de todos os programas de amostragem que envolvam ou digam respeito à Aeronave; e

(p) assegurar que as revisões gerais sejam realizadas mediante procedimentos de manutenção e de controle de qualidade aprovados pela Autoridade Aeronáutica, e que cada Oficina de Manutenção Homologada forneça registros completos de todos os serviços realizados no curso da revisão geral em conformidade com os requisitos da Autoridade Aeronáutica, da *JAA* e da *FAA*.

8.12 Remoção de Motores e Peças

A Arrendatária assegurará que nenhum dos Motores e nenhuma Peça instalados na Aeronave sejam, a qualquer tempo, removidos da Aeronave, exceto:

(a) se substituídos conforme expressamente permitido pelo presente Contrato; ou

(b) se a remoção for de um item obsoleto e estiver em conformidade com o Programa de Manutenção Aprovado; ou

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(c) em razão da Cláusula 8.15 e na sua conformidade; ou

(d) (i) durante uma manutenção, serviços de reabastecimento, reparos, revisão geral ou testes dos referidos Motores ou da Aeronave, conforme o caso; ou

(ii) como parte de um programa de rodízio de um motor ou peça normais; ou

(iii) para o fim de proceder às modificações no Motor ou na Aeronave, conforme o caso, que sejam permitidas nos termos deste Contrato;

e, em cada um desses casos, somente se forem reinstalados ou substituídos por um motor ou peça em conformidade com a Cláusula 8.13(a), tão logo quanto praticável e, de todo modo, antes da Data de Término.

8.13 Instalação de Motores e Peças

(a) A Arrendatária assegurará que, salvo conforme permitido pelo presente Contrato, nenhum motor ou peça seja instalado na Aeronave, a menos que:

(i) no caso de um motor: (i) seja um motor do mesmo modelo que o Motor substituído, ou uma versão aperfeiçoada ou avançada deste (contanto que, no caso de uma versão aperfeiçoada ou avançada, possa ser instalado e operado na Aeronave sem modificação da Fuselagem ou do motor, quer seja também o outro Motor instalado de uma versão aperfeiçoada ou avançada, quer não); (2) esteja nas mesmas ou em melhores condições operacionais, apresente substancialmente um número semelhante de horas disponíveis até os *checks*, verificações, revisões gerais e inspeções programadas seguintes e seja do mesmo ou de maior valor e utilidade que o Motor substituído; (3)

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esteja nele afixada uma etiqueta atualizada que o identifique como "próprio para serviço", emitida pelo Fabricante do Motor ou um vendedor autorizado, indicando que o motor é novo, aeronavegável ou foi submetido a uma revisão geral (devendo a Arrendatária conservar todas essas etiquetas); e (4) esteja acompanhado de documentação comprobatória, que remonte às suas origens *("back-to-birth")*, para todas as *LLPs* instaladas;

(ii) no caso de uma peça: (1) esteja em boas condições operacionais; (2) apresente substancialmente um número semelhante de horas disponíveis até os *checks*, verificações, revisões gerais e inspeções programadas seguintes, seja da mesma fabricação ou modelo, ou de fabricação e modelo mais avançados, e apresente a mesma situação de intercambialidade quanto a modificações que a Peça substituída; (3) esteja nela afixada uma etiqueta atualizada que a identifique como "própria para serviço" emitida pelo Fabricante do Motor ou um vendedor autorizado, indicando que a peça é nova, aeronavegável ou foi submetida a uma revisão geral (devendo a Arrendatária conservar todas essas etiquetas); e (4) esteja acompanhada de documentação comprobatória, que remonte às suas origens *("back-to-birth")*;

(iii) no caso de uma peça, tenha-se tornado e permaneça de propriedade da Arrendadora, livre de Direitos de Garantia e, por ocasião de sua instalação na Aeronave fique, independentemente de outros atos, sujeita ao presente Contrato e aos Direitos de Garantia criados por qualquer Instrumento de Hipoteca, caso em que a propriedade da peça removida passará automaticamente para a Arrendatária, independentemente de outros atos ou de garantia por parte da Arrendadora, ressalvando-se que a aludida Peça ficará livre dos Ônus da Arrendadora; e

(iv) em cada um desses casos, a Arrendatária tenha todos os detalhes quanto à sua origem e registros de manutenção.

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(b) Se nenhum Inadimplemento houver ocorrido e estiver a persistir, a Arrendatária terá o direito de instalar qualquer motor ou peça na Aeronave, à guisa de substituição, não obstante a Cláusula 8.13(a), se:

(i) na ocasião e no lugar em que o motor ou peça tiver de ser instalado na Aeronave, a Arrendatária não tiver a disponibilidade de um motor ou peça para substituí-los, que esteja em conformidade com a Cláusula 8.13(a);

(ii) manter a Aeronave em terra até que um motor ou peça em conformidade com a Cláusula 8.13(a) esteja disponível para instalação na Aeronave constituir desarrazoada solução de continuidade da operação da Aeronave ou dos negócios da Arrendatária;

(iii) tão logo quanto praticável, após a sua instalação na Aeronave, mas, em nenhuma circunstância, após a que primeiro ocorrer dentre as seguintes datas: (1) 60 dias após a referida instalação; e (2) a Data de Término, a Arrendatária remover tal motor ou peça e os substituir pelo Motor ou Peça em cujo lugar haviam sido instalados, ou por motor ou peça em conformidade com a Cláusula 8.13(a).

(c) Se nenhum Inadimplemento ocorrido estiver a persistir, a Arrendatária terá o direito de instalar Peças Instaladas da Arrendatária na Fuselagem, à guisa de substituição, não obstante a Cláusula 8.13(a)(iii), contanto que:

(i) os termos de qualquer arrendamento, contrato de venda com reserva de domínio ou contrato de garantia, conforme o caso, tendo por objeto a referida Peça Instalada da Arrendatária, não venha a ter efeito prejudicial sobre a titularidade e direito da Arrendadora na Aeronave ou a ela relativo (incluindo seus Motores e Peças), ou direito de qualquer dos Credores Hipotecários, com relação a ela, nos termos do Instrumento

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de Hipoteca;

(ii) a parte detentora do direito de garantia, arrendadora ou titular do domínio, conforme o caso, da referida Peça Instalada da Arrendatária tenha confirmado e reconhecido por escrito à Arrendadora (confirmação e reconhecimento esses que poderão constar do arrendamento, contrato de venda com reserva de domínio ou contrato de garantia tendo por objeto a referida Peça Instalada da Arrendatária), que reconhecerá os respectivos direitos, título e ação da Arrendadora e de qualquer dos Credores Hipotecários sobre e com relação à Aeronave (incluindo seus Motores e Peças) e que não procurará exercer nenhum direito, seja de que natureza for, que diga respeito à referida Peça Instalada da Arrendatária; e

(iii) antes da Data de Término, a Arrendatária remova qualquer Peça Instalada da Arrendatária e a substitua pela Peça em cujo lugar a houver instalado, ou por outra peça, em ambos os casos, em conformidade com a Cláusula 8.13(a).

(d) A Arrendadora se compromete, em benefício de qualquer credor hipotecário ou detentor de outro Direito de Garantia sobre um motor (que não seja um Motor) de propriedade de qualquer arrendador de um motor (que não seja um Motor) e de qualquer titular do domínio de qualquer motor (que não seja um Motor) comprado pela Arrendatária e sujeito a um contrato de venda com reserva de domínio ou a qualquer outro contrato de garantia, que a Arrendadora não reclamará nenhum direito, título ou ação sobre tal motor, em razão de ter sido ele instalado na Fuselagem.

8.14 Motores e Peças Não-Instalados

(a) A Arrendatária deverá assegurar que qualquer Motor ou Peça que não esteja instalado na Fuselagem (ou em qualquer outra fuselagem, conforme permitido pelo presente Contrato) seja, salvo

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conforme expressamente permitido pelo presente Contrato, adequada e seguramente armazenado e mantido livre de Direitos de Garantia (salvo os Gravames Permitidos), com cobertura de seguro em conformidade com os requisitos deste Contrato.

(b) A Arrendatária deverá notificar a Arrendadora sempre que um Motor for removido da Aeronave e, de tempo em tempo, quando solicitada, conseguir que uma Pessoa, à qual tenha sido dada a posse de um Motor, reconheça por escrito à Arrendadora, em forma e teor aceitáveis à Arrendadora, que tal Pessoa respeitará os direitos da Arrendadora e de qualquer dos Credores Hipotecários sobre o referido Motor e não procurará exercer nenhum direito, seja de que natureza for, com relação ao referido Motor.

(c) Não obstante a Cláusula 8.14(a), a Arrendatária poderá, se nenhum Inadimplemento houver ocorrido e estiver a persistir, instalar qualquer Motor em uma fuselagem e qualquer Peça em uma fuselagem ou motor:

(i) de propriedade e operado pela Arrendatária, livre de Direitos de Garantia que não constituam Gravames Permitidos;

(ii) arrendada ou contratada à Arrendatária de acordo um contrato de arrendamento ou contrato de venda com reserva de domínio de longo-prazo e em termos segundo os quais a Arrendatária tenha pleno controle operacional da referida aeronave ou motor; ou

(iii) adquirido ou financiado pela Arrendatária e por ela operado em termos tais que uma outra Pessoa esteja investida na propriedade da referida aeronave ou motor, conforme o caso, ou detenha tal propriedade, nos termos de um contrato de arrendamento, contrato de venda com reserva de domínio, ou Direito de Garantia;

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contanto que, no caso dos itens (ii) e (iii):

(1) os termos de tal arrendamento, contrato de venda com reserva de domínio ou Direito de Garantia não tenha efeito prejudicial sobre a titularidade e direito da Arrendadora sobre o referido Motor ou Peça, ou com relação a eles, ou direito de qualquer dos Credores Hipotecários com relação a eles, nos termos de um Instrumento de Hipoteca; e

(2) o arrendador nos termos do referido contrato de arrendamento, o vendedor nos termos do referido contrato de venda com reserva de domínio, ou a parte assegurada pelo referido Direito de Garantia, conforme o caso, tenha confirmado e reconhecido por escrito à Arrendadora, (confirmação e reconhecimento esses que poderão constar do arrendamento, contrato de venda com reserva de domínio ou instrumento mediante o qual se crie o Direito de Garantia sobre o Motor ou Peça) em forma e teor aceitáveis à Arrendadora, que reconhecerá os respectivos direitos, título e ação da Arrendadora e de qualquer dos Credores Hipotecários sobre e com relação ao referido Motor ou Peça e que não procurará exercer nenhum direito, seja de que natureza for, que a estes diga respeito.

8.15 Compartilhamento de Motores e Peças

A Arrendatária não celebrará nem permitirá nenhum contrato ou ajuste de compartilhamento que diga respeito a um Motor ou Peça, sem a anuência prévia e por escrito da Arrendadora, ressalvados os contratos ou ajustes de compartilhamento que satisfaçam as seguintes condições:

(a) a Arrendatária tenha celebrado contrato ou ajuste de compartilhamento no curso normal de suas atividades como empresa aérea;

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Cláudio Alberto R. Araújo - Tab. Substituto
Cássia Maria da Souza - Tab. Substituta
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(b) as demais partes no contrato ou ajuste de compartilhamento sejam idôneas, empresas de transporte aéreo comercial solventes, ou os fabricantes ou fornecedores do Motor ou Peça (ou outras organizações idôneas, solventes, cujos negócios incluam a administração de contratos ou ajustes de compartilhamento ou participação nestes);

(c) o Motor ou Peça sejam arrendados, aluguel, ou a outro título postos à disposição da Arrendatária em termos que confiram não mais que um direito contratual *in personam* contra a Arrendatária, e não, um direito *in rem* sobre o referido Motor ou Peça;

(d) o contrato ou ajuste de compartilhamento não preveja a transferência da propriedade do Motor ou Peça compartilhados; e

(e) o contrato ou ajuste de compartilhamento preveja que a Arrendadora (ou qualquer dos Credores Hipotecários designado pela Arrendadora) serão os únicos beneficiários do pagamento, no que concerne a quaisquer prejuízos ou danos ao Motor ou à Peça, ou preveja que a Arrendadora adquirirá a propriedade de um motor ou peça substitutos, que satisfaçam as condições estabelecidas na Cláusula 11.3(a), caso o Motor ou a Peça sejam destruídos.

8.16 Mudanças nos Equipamentos

(a) A Arrendatária não fará nenhuma Mudança Voluntária de Equipamento cuja estimativa de custo exceda $250.000 ou que se afaste do projeto do tipo ou da configuração originais da Aeronave, sem a anuência prévia e por escrito da Arrendadora, que não deverá ser desarrazoadamente negada.

(b) A Arrendatária poderá rever os projetos, planos, desenhos e diagramas de engenharia, assim como as revisões dos manuais de vôo e de manutenção relativos a qualquer proposta de Mudança de Equipamento. Se solicitada pela Arrendadora, a Arrendatária lhe fornecerá (a suas próprias

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expensas) os documentos em forma final e quaisquer outros documentos exigidos em Lei Aplicável, em razão de uma Mudança de Equipamento. Todas as Mudanças de Equipamento feitas na Aeronave serão adequadamente documentadas nos Documentos da Aeronave e serão integralmente aprovadas pela Autoridade Aeronáutica.

(c) A Arrendadora não deverá fazer nenhuma Mudança Voluntária de Equipamento que tenha o efeito de diminuir ou prejudicar o valor, a utilidade, as condições ou a aeronavegabilidade da Aeronave.

(d) Todas as Mudanças de Equipamento permanentes ou estruturais e todas as Mudanças Obrigatórias de Equipamento tornar-se-ão, por ocasião da instalação, parte da Aeronave e propriedade da Arrendadora. Todas as Mudanças Voluntárias de Equipamento temporárias e não-estruturais permanecerão de propriedade da Arrendatária e, a pedido da Arrendadora serão removidas da Aeronave antes da devolução desta à Arrendadora, devendo a Aeronave ser restaurada à sua condição anterior à Mudança de Equipamento, ficando entendido que a Arrendatária não poderá remover uma Mudança Voluntária de Equipamento sem a anuência da Arrendadora enquanto persistir um Inadimplemento.

8.17 Propriedade dos Motores e Peças

(a) Qualquer Motor que, a qualquer tempo, seja removido da Aeronave continuará a ser de propriedade da Arrendadora até que a sua substituição tenha sido feita em conformidade com este Contrato e a propriedade sobre o motor em substituição, em conformidade com Leis Aplicáveis, tenha passado para a Arrendadora nos termos do presente Contrato, livre de todos os Direitos de Garantia, passando, então, a propriedade do Motor removido à Arrendatária, livre de Ônus da Arrendadora, contanto que nenhum Inadimplemento tenha ocorrido e esteja a persistir.

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Cesaria Maria de Sou...
Antônio Carlos Faria ...
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(b) A propriedade de todas as Peças instaladas na Aeronave, quer à guisa de substituição, em razão de uma Mudança de Equipamento ou a outro título (salvo aquelas instaladas de acordo com a Cláusula 8.13(b) ou a Cláusula 8.15) passará à Arrendadora nos termos do presente Contrato, por ocasião da instalação, independentemente de outros atos, livre de todos os Direitos de Garantia. A Arrendatária tomará, a suas próprias expensas, todas as providências e assinará e procurará obter a assinatura de todos os instrumentos que sejam necessários para assegurar que a propriedade assim passe para a Arrendadora e fique sujeita ao Direito de Garantia criado mediante um Instrumento de Hipoteca, em conformidade com todas as Leis Aplicáveis. A qualquer tempo em que solicitada pela Arrendadora, a Arrendatária fornecerá comprovação razoavelmente aceitável à Arrendadora (incluindo a apresentação à Arrendadora, se necessário, de um ou mais pareceres legais) de que a propriedade tenha assim passado à Arrendadora e esteja sujeita ao Direito de Garantia criado mediante um Instrumento de Hipoteca.

(c) Salvo conforme previsto na Cláusula 8.17(b), qualquer Peça removida a qualquer tempo da Aeronave permanecerá de propriedade da Arrendadora até que uma reposição seja feita em conformidade com este Contrato e até que a propriedade da peça de reposição tenha passado, de acordo com a Cláusula 8.17(b) e Leis Aplicáveis, para a Arrendadora nos termos deste Contrato, livre de todos os Direitos de Garantia, passando, então, a propriedade da Peça removida à Arrendatária, livre de Ônus da Arrendadora, contanto que nenhum Inadimplemento tenha ocorrido e esteja a persistir.

8.18 Terceiros

A Arrendatária deverá empenhar-se para que nenhuma Pessoa que tenha a posse da Aeronave durante o Prazo de Vigência aja de modo incompatível com as obrigações da Arrendatária previstas neste Contrato, e para que todas essas Pessoas cumpram as referidas obrigações, como se as referências à "Arrendatária" compreendessem uma referência em separado a essas Pessoas.

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8.19 Não-Discriminação

(a) A Arrendatária não deverá fazer, em detrimento da Aeronave, discriminações de uso, manutenção ou operação entre a Aeronave e outras aeronaves semelhantes de sua propriedade ou por ela operadas, devendo prover ao reabastecimento, reparos, manutenção e revisão geral da Aeronave, de modo a mantê-la em condições de manutenção, do mesmo modo e com a mesma diligência por ela empregada em relação a aeronaves semelhantes de sua propriedade ou por ela operadas.

(b) Ressalvado o subarrendamento permitido de acordo com a Cláusula 8.5, deverá a Arrendatária continuar a usar a Aeronave em suas operações comerciais regulares de transporte de passageiros até a entrega no Local de Devolução, imediatamente antes da Inspeção Final.

(c) A Arrendatária concorda ainda que a manutenção progressiva normal continuará a ser realizada na Aeronave até o final do Prazo de Vigência e que nenhum procedimento incomum de manutenção, tampouco a cessação da manutenção, deverão ocorrer no decorrer do período de um ano que anteceder a Data de Término.

9. SEGURO

9.1 Seguros

A Arrendatária manterá em pleno vigor durante o Prazo de Vigência seguros da Aeronave em forma e teor razoavelmente satisfatórios à Arrendadora (os "Seguros") por intermédio dos corretores e junto às companhias de seguro e que possuam as franquias e estejam sujeitos às exclusões conforme seja usual e habitual no mercado mundial de seguro aeronáutico com relação às principais companhias aéreas internacionais que operam equipamentos similares que estejam em situação semelhante à da Arrendatária. Os Seguros serão contratados:

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(a) em bases diretas com companhias de seguro de renome que normalmente participam de seguros aeronáuticos nos mercados de seguro internacionais líderes e liderados por companhias seguradoras de renome aprovadas pela Arrendadora, ou

(b) junto a uma única companhia de seguro ou grupo de companhias de seguro aprovado pela Arrendadora que não retenha o risco, mas efetue resseguro substancial nos mercados de seguro internacionais líderes e por intermédio de corretores de resseguro de renome e aceitáveis à Arrendadora tendo por objeto porcentagem aceitável à Arrendadora de todos os riscos segurados.

A Arrendadora reconhece e confirma que as atuais franquias e exclusões, juntamente com os corretores e as companhias de seguro existentes, no que respeita aos seguros e resseguros mantidos pela Arrendatária na data do presente Contrato são aceitáveis a ela.

9.2 Requisitos

Os atuais requisitos da Arrendadora quanto aos Seguros encontram-se especificados nesta Cláusula 9 e no Anexo 4. Ressalvado o montante do Valor Estipulado, a Cobertura Mínima de Responsabilidade Civil e as franquias nos termos das apólices de seguro de casco e contra risco de guerra da Arrendatária, a Arrendadora poderá de tempo em tempo estipular outros requisitos dos Seguros conforme a Arrendadora razoavelmente considerar necessário a fim de assegurar que o escopo e o nível de cobertura sejam mantidos em conformidade com a prática vigente à época no setor em relação a aeronaves do mesmo tipo que a Aeronave e em relação a operadores de situação similar à da Arrendatária. Na hipótese de propor qualquer tal estipulação, a Arrendadora notificará a Arrendatária de maneira compatível e a Arrendadora e/ou seus corretores procederão a consultas de boa fé com a Arrendatária e os corretores da Arrendatária (à época aprovados pela Arrendadora) no que respeita à estipulação proposta. Caso, após a consulta, a Arrendadora fique convencida de que a estipulação deveria ser efetuada, a Arrendatária dará cumprimento aos requisitos estipulados.

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9.3 Avenças de Seguro

A Arrendatária:

(a) assegurará que todos os requisitos legais quanto ao seguro da Aeronave, de qualquer Motor ou de qualquer Peça que possam vir a ser de tempo em tempo impostos pelas leis do Estado de Registro ou de qualquer jurisdição para a qual a Aeronave possa ser pilotada, a partir da qual a Aeronave possa ser pilotada ou sobre a qual a Aeronave possa ser pilotada, na medida que afetem ou digam respeito à operação da Aeronave, sejam atendidos e, em particular, os requisitos cujo cumprimento seja necessário para assegurar que:

(i) a Aeronave não fique sujeita a detenção ou privação;

(ii) os Seguros permaneçam válidos e em pleno vigor; e

(iii) os direitos das Partes a Indenizar dos Seguros bem como a Aeronave ou qualquer Peça não fiquem prejudicados pelos mesmos;

(b) não utilizará nem fará com que tampouco permitirá que a Aeronave, qualquer Motor ou qualquer Peça seja utilizado para qualquer finalidade ou de qualquer maneira sem estar coberto por Seguros ou fora de qualquer limite geográfico imposto pelos Seguros;

(c) dará cumprimento aos termos e condições de cada apólice de Seguros e não praticará, consentirá nem concordará com qualquer ação ou omissão que:

(i) invalide ou se espera razoavelmente venha a invalidar os Seguros;

(ii) torne ou se espera razoavelmente venha a tornar nulo ou anulável, no todo ou em

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parte, quaisquer dos Seguros; ou

(iii) acarrete qualquer responsabilidade específica dentro do escopo de exclusão ou exceção aos Seguros;

(d) não contratará sem a aprovação prévia por escrito da Arrendadora qualquer seguro no que respeita à Aeronave ressalvado o seguro do tipo exigido nos termos do presente Contrato a menos que se relacione exclusivamente a perda total do casco, interrupção de atividades, falha de motor, comissão de lucro e risco de franquia;

(e) fornecerá à Arrendadora e a qualquer Credor Hipotecário cópias dos documentos comprobatórios de Seguros que a Arrendadora e qualquer Credor Hipotecário venham a razoavelmente solicitar;

(f) mediante solicitação, fornecerá à Arrendadora e a qualquer Credor Hipotecário comprovação de que os prêmios de Seguro foram pagos;

(g) não efetuará qualquer modificação ou alteração dos Seguros que seja substancial e contrária aos interesses de quaisquer das Partes a Indenizar;

(h) ficará responsável por qualquer franquia nos termos dos Seguros; e

(i) fornecerá quaisquer outras informações ou assessoria relacionadas a seguros no que respeita aos Seguros conforme a Arrendadora venha a razoavelmente solicitar.

9.4 Renovação de Seguros

A Arrendatária dará início a procedimentos de renovação de seguro com no mínimo 30 dias de antece-

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Antônio Daniel de Vasconcelos
Cláudio Alberto R. Araújo
Cássia Maria de Souza
Antônio Carlos Faria
Poder Judiciário
Secretaria de Estado de Fazenda
Subsecretaria da Receita Estadual
Superintendência de Fiscalização
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dência da expiração de quaisquer dos Seguros e fornecerá à Arrendadora e a qualquer Credor Hipotecário:

(a) se solicitado pela Arrendadora, relatório escrito da situação das negociações de renovação com 14 dias de antecedência de cada data de expiração;

(b) confirmação enviada por telefax da conclusão da renovação antes de cada data de expiração; e

(c) certificado de seguro, certificado de resseguro e carta de compromisso do corretor substancialmente na forma entregue à Arrendadora na Data de Entrega pormenorizando a cobertura e confirmando a concordância das companhias segurados com os requisitos de seguro especificados do presente Contrato no prazo de sete dias a contar de cada data de renovação.

9.5 Omissão em Contratar Seguro

Caso a Arrendatária deixe de manter os Seguros em consonância com o presente Contrato:

(a) A Arrendatária de imediato aterrissará a Aeronave e a manterá no solo até a ocasião em que os Seguros estejam novamente em pleno vigor.

(b) A Arrendatária de imediato notificará a Arrendadora e qualquer Credor Hipotecário acerca do descumprimento pelos Seguros dos requisitos do presente Contrato e a Arrendatária fornecerá à Arrendadora pormenores completos de todas as medidas que a Arrendatária esteja tomando ou se propõe a tomar a fim de sanar o descumprimento.

(c) Cada uma das Partes a Indenizar terá o direito de mas não ficará obrigada a (sem prejuízo de quaisquer outros direitos da Arrendadora previstos no presente Contrato):

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(i) pagar os prêmios devidos ou contratar e manter seguros satisfatórios a ela ou de outra forma sanar a omissão da Arrendatária da maneira (inclusive efetuar e manter apólice "de interesse do proprietário) que considerar adequada, sendo que quaisquer quantias despendidas por ela se tornarão imediatamente devidas e pagáveis pela Arrendatária à Arrendadora quando solicitado (sendo a solicitação efetuada assim que razoavelmente viável após a assunção do dispêndio), acrescidas dos respectivos juros à Taxa de Juros de Mora a partir da data do dispêndio efetuado por ela até a data do reembolso por parte da Arrendatária (anteriormente e posteriormente a qualquer sentença); e

(ii) a qualquer tempo enquanto a omissão perdure, exigir que a Aeronave permaneça em qualquer aeroporto ou se dirija para e permaneça em qualquer aeroporto designado por ela até que a omissão seja sanada a seu contento razoável.

9.6 Continuidade do Seguro para fins de Indenização

(a) A Arrendadora poderá exigir que a Arrendatária contrate e mantenha seguro após a Data de Término no que respeita às suas responsabilidades previstas nos termos das indenizações que constam da Cláusula 10 pelo prazo que a Arrendadora venha a razoavelmente solicitar (mas em qualquer hipótese por não mais do que três anos) estabelecendo que cada Parte a Indenizar seja nomeada como segurada adicional.

(b) A obrigação da Arrendatária prevista nesta Cláusula 9.6 não será afetada pelo fato da Arrendatária deixar de ser arrendatária da Aeronave ou de quaisquer das Partes a Indenizar deixar de ter qualquer interesses sobre a Aeronave e quando da Transferência nos termos da Cláusula 14.2, a Arrendatária continuará a nomear as Partes a Indenizar como seguradas adicionais nos termos das apólices de seguro cobertas pela Cláusula 1(d) do Anexo 4 pelo prazo de três anos a contar da data de Transferência.

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9.7 Destinação da Indenização de Seguro

Com relação à Arrendadora e à Arrendatária, e exceto na medida de outra forma exigida nos termos das disposições dos Endossos AVN67B e AVN67B (Casco; Guerra) do contrato de financiamento/arrendamento de companhias aéreas aprovadas pela Aviation Underwriter's Association da Lloyds, se pertinente:

(a) Todos os pagamentos de seguro até o limite do Valor Estipulado, recebidos em decorrência de Perda Total que ocorra durante o Prazo de Vigência serão efetuados à Arrendadora (a menos que ou até que a Arrendadora notifique a Arrendatária no sentido de que tais pagamentos deverão ser efetuados a Credor Hipotecário).

(b) A totalidade da indenização de seguro no que respeita a qualquer perda ou dano à Aeronave, qualquer Motor ou qualquer Peça ocorrido durante o Prazo de Vigência que não constitua Perda Total e que envolva indenização de seguro que supere o Limite para Notificação de Danos será paga à Arrendadora (a menos que ou até que a Arrendadora notifique a Arrendatária no sentido de que tais pagamentos deverão ser efetuados a Credor Hipotecário) e destinada ao pagamento (ou ao reembolso da Arrendatária) pelos consertos ou substituições quando a Arrendadora e qualquer Credor Hipotecário ficarem razoavelmente convencidos de que os consertos ou substituições foram efetuados em conformidade com o presente Contrato. A indenização de seguro em valor inferior ao Limite para Notificação de Danos poderá ser paga pela companhia de seguro diretamente à Arrendatária. Qualquer saldo remanescente será pago à Arrendatária ou poderá ser retido pela Arrendatária.

(c) Todas as indenizações de seguro no que respeita a responsabilidade de terceiros serão pagas ao terceiro pertinente.

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(d) Não obstante as Cláusulas 9.7(a) e (b), caso por ocasião do pagamento de qualquer indenização de seguro, tenha ocorrido e perdure Inadimplemento, toda a indenização será paga à Arrendadora ou por ela retida (a menos que ou até que a Arrendadora notifique a Arrendatária de que tais pagamentos deveriam ser efetuados a Credor Hipotecário) para se destinarem ao pagamento de quaisquer valores que possam ser ou venham a ser tornar devidos pela Arrendatária na ordem que a Arrendadora reputar adequada ou conforme a Arrendadora venha a optar. Na hipótese de a Arrendatária sanar qualquer tal Inadimplemento a contento razoável da Arrendadora, a Arrendadora providenciará para que todas as indenizações de seguro à época detidas pela Arrendadora ou por qualquer Credor Hipotecário, conforme o caso, em valor superior aos montantes (se houver) destinados pela Arrendadora ou por qualquer Credor Hipotecário, conforme o caso, em conformidade com a Cláusula 9.7(d) sejam pagas de imediato à Arrendatária.

10. INDENIZAÇÃO

10.1 Disposições Gerais

(a) A Arrendatária defenderá, indenizará e manterá imune cada uma das Partes a Indenizar com relação a todas e quaisquer reivindicações, procedimentos, prejuízos, responsabilidades, processos, sentenças, custos, despesas, penalidades ou multas (cada qual designado "Reivindicação") independentemente de quando os mesmos sejam efetuados ou incorridos, quer seja durante ou após o Prazo de Vigência (mas não anteriormente ao Prazo de Vigência):

(i) que venham a qualquer tempo ser sofridos ou incorridos direta ou indiretamente em decorrência de ou no que respeita à posse, entrega, cumprimento, administração, registro, controle, manutenção, situação, serviço, conserto, revisão geral, arrendamento, subarrendamento, uso, operação ou devolução da Aeronave, de qualquer Motor ou Peça (quer seja no ar ou no solo) quer ou não a Reivindicação possa ser atribuída a qualquer defeito da Aeronave, de qualquer Motor ou de qualquer Peça ou ao seu

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projeto, teste, uso ou de outra forma e independentemente de quando a mesma foi constituída ou se foi constituída em função de qualquer ação ou omissão, culposa ou de outra natureza, de qualquer Parte a Indenizar;

(ii) que decorram de qualquer ação ou omissão que anule ou torne passível de anulação quaisquer dos Seguros; ou

(iii) que possam a qualquer tempo ser sofridos ou incorridos em decorrência de qualquer projeto, artigo ou material da Aeronave, de qualquer Motor ou de qualquer Peça ou de sua operação ou uso de sorte a que constituam violação de patente, direito autoral, marca, projeto ou outro direito de propriedade reservada ou violação de qualquer obrigação de confidencialidade perante qualquer Pessoa.

(b) Não obstante as disposições da Cláusula 10.1(a), a Arrendatária não terá que proceder a indenização de qualquer Reivindicação na medida que:

(i) decorra diretamente de má conduta dolosa ou de culpa grave da Parte a Indenizar;

(ii) decorra diretamente de violação por parte da Arrendadora de suas obrigações expressas previstas no presente Contrato ou do fato de declaração ou garantia prestada pela Arrendadora no presente Contrato não ser fiel e correta na data em que prestada ou em que havida por prestada;

(iii) constitua Impostos não Indenizáveis ou Ônus da Arrendadora;

(iv) represente Imposto ou perda de benefícios fiscais (estando as responsabilidades da Arrendatária com relação aos mesmos, na medida dos mesmos, previstas nas Cláusulas 5.7, 5.8, 5.9 e 5.11);

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(v) constitua custo ou despesa que deva ser suportado pela Arrendadora em conformidade com outra disposição do presente Contrato;

(vi) decorra de qualquer alienação, no todo ou em parte, não causada pela Arrendatária do direito, título e ação sobre a Aeronave ou previsto no presente Contrato, a menos que a alienação ocorra em conseqüência de Hipótese de Inadimplemento;

(vii) seja atribuída a hipótese que ocorra após o Prazo de Vigência a menos que a Reivindicação resulte ou decorra de ação ou omissão da Arrendatária ou de qualquer circunstância existente durante o Prazo de Vigência; ou

(viii) seja oposta após o Prazo de Vigência e se relacione a violação pleiteada de patente pelo pertinente Fabricante.

10.2 Mitigação

(a) A Arrendadora avença que notificará a Arrendatária por escrito assim que razoavelmente viável após tomar conhecimento de quaisquer circunstâncias que se tornarem, ou se poderia razoavelmente esperar se tornem, objeto de pedido de indenização nos termos da Cláusula 10.1. A Arrendadora (e qualquer outra Parte a Indenizar que esteja pleiteando indenização, conforme o caso) e a Arrendatária procederão a consultas recíprocas de boa fé a fim de terminar que medidas (se houver) poderão razoavelmente ser tomadas a fim de evitar ou mitigar a Reivindicação. A Arrendatária terá o direito de tomar todas as medidas razoáveis (por conta e, se necessário, em nome da Arrendadora ou da outra Parte a Indenizar) a fim de apresentar resistência, defesa ou composição (desde que a composição seja acompanhada de pagamento) de quaisquer reivindicações de terceiros que ensejarem a Reivindicação em questão, ficando estabelecido sempre que a Arrendatária não terá o direito de tomar qualquer medida a menos que provisão adequada, razo-

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avelmente satisfatória à Arrendadora e à outra Parte a Indenizar, tenha sido efetuada no que respeita à reivindicação de terceiros e aos respectivos custos. A Arrendatária ou, caso a Reivindicação esteja coberta por Seguros da Arrendatária, as companhias de seguro da Arrendatária terão o direito de escolher qualquer advogado para representá-las, a Arrendadora e a outra Parte a Indenizar no que respeita a qualquer medida, observada no caso da Arrendatária a aprovação da Arrendadora e da outra Parte a Indenizar (não devendo tal aprovação ser desarrazoadamente negada) e qualquer medida tomada pela Arrendatária o será em bases de indenização plena no que respeita à Arrendadora e à outra Parte a Indenizar.

(b) Quaisquer quantias pagas pela Arrendatária à Arrendadora ou a qualquer Parte a Indenizar no que respeita a qualquer Reivindicação nos termos da Cláusula 10.1 serão pagas observada a condição de que, na hipótese da Arrendadora ou da Parte a Indenizar ser subseqüentemente reembolsada no que respeita à Reivindicação por qualquer outra Pessoa, a Arrendadora ou a Parte a Indenizar, desde que nenhum Inadimplemento tenha ocorrido e perdure, de imediato pagará à Arrendatária valor igual à quantia paga a ela pela Arrendatária, inclusive quaisquer juros sobre o valor na medida que atribuídos ao mesmo e recebidos pela Arrendadora ou pela Parte a Indenizar, menos qualquer Imposto devido pela Arrendadora ou pela Parte a Indenizar no que respeita ao reembolso em questão.

10.3 Duração

As indenizações contidas no presente Contrato subsistirão após a Data de Término, continuando em pleno vigor.

11. HIPÓTESES DE PERDA

11.1 Perda Total Antes da Entrega

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Caso ocorra Perda Total antes da Entrega, o presente Contrato ficará rescindido de imediato e nenhuma das partes terá qualquer obrigação ou responsabilidade nos termos do presente Contrato, ressalvadas as disposições expressas aqui contidas.

11.2 Perda Total Após a Entrega

(a) Caso ocorra Perda Total após a Entrega, a Arrendatária pagará o Valor Estipulado à Arrendadora (ou a qualquer Credor Hipotecário designado pela Arrendadora):

(i) na data de recebimento da indenização de seguro devida em decorrência da Perda Total ou

(ii) no 30º dia após a Data da Perda Total (a "Data de Liquidação"), prevalecendo o que ocorrer primeiro.

Em qualquer dos casos, a menos que a Aeronave seja devolvida à Arrendadora ou à Arrendatária em tal prazo (ou no caso de Perda Total que ocorra nos termos da alínea (c) da definição de Perda Total e que envolva a perda da titularidade da Aeronave pela Arrendadora, caso a Aeronave e a propriedade da Arrendadora sobre a mesma sejam devolvidas à Arrendadora ou, no caso da Aeronave, à Arrendatária).

(b) O recebimento pela Arrendadora ou por qualquer Credor Hipotecário (por conta da Arrendadora) da indenização de seguro no que respeita à Perda Total até a Data de Liquidação eximirá a Arrendatária de sua obrigação de pagar o Valor Estipulado à Arrendadora nos termos desta Cláusula 11.2, desde que a indenização não seja inferior ao Valor Estipulado. Na hipótese da indenização de seguro ser paga inicialmente à Arrendatária e não à Arrendadora ou a qualquer Credor Hipotecário, poderá ser retida pela Arrendatária caso a Arrendatária tenha pago o Valor Estipulado à Arrendadora ou a qualquer Credor Hipotecário (por conta da Arrendadora); de outra forma, a Arrendatária pagará o Valor Estipulado à Arrendadora ou a qualquer Credor Hipote-

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cário (por conta da Arrendadora) no mais tardar no Dia Útil seguinte ao recebimento pela Arrendatária da indenização de seguro em questão. Na hipótese da Arrendatária pagar o Valor Estipulado à Arrendadora ou a qualquer Credor Hipotecário (por conta da Arrendadora) em conformidade com esta Cláusula 11.2, a Arrendadora de imediato cederá à Arrendatária seus direitos previstos nos Seguros de sorte a receber a indenização de seguro no que respeita à Perda Total na medida que tal indenização não tenha sido paga à Arrendatária.

(c) Observados os direitos de quaisquer companhias de seguro ou de outros terceiros, mediante o pagamento integral irrevogável efetuado à Arrendadora ou a qualquer Credor Hipotecário (por conta da Arrendadora) do Valor Estipulado e de todos os demais valores que venham a ser ou se tornem devidos à Arrendadora nos termos do presente Contrato, a Arrendadora:

(i) independentemente de direito de regresso ou garantia (ressalvada a ausência de Ônus da Arrendadora) e de ato ulterior, será havida por ter transferido à Arrendatária todos os direitos da Arrendadora sobre quaisquer Motores ou Peças não instalados quando ocorreu a Perda Total, tudo em bases "no estado em que se encontra, onde se encontra" e, às expensas da Arrendatária, firmará e entregará as notas de venda e demais documentos e instrumentos que a Arrendatária venha a razoavelmente solicitar a fim de comprovar (em registro público ou de outra forma) a transferência e a sub-rogação dos direitos da Arrendadora sobre os Motores e as Peças à Arrendatária, livres e desembaraçados de quaisquer direitos da Arrendadora e de quaisquer Ônus da Arrendadora; e

(ii) pagará à Arrendatária, a título de abatimento da Contraprestação Básica, valor igual ao produto da multiplicação da (1) Contraprestação Básica de um mês por (2) fração cujo numerador seja o número de dias remanescentes no Período da Contraprestação corrente e o denominador seja o número de dias do Período da Contraprestação à época corrente.

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11.3 Perda de Motor

(a) Quando da ocorrência de Perda de Motor em circunstâncias na quais também não tenha ocorrido Perda Total (inclusive, para se evitar dúvidas, em ocasião em que o Motor não esteja instalado na Fuselagem), a Arrendatária transmitirá à Arrendadora e a qualquer Credor Hipotecário aviso escrito de imediato ao tomar conhecimento do fato e, no prazo de 60 dias a contar da Data da Perda de Motor, transmitirá ou fará com que seja transmitido à Arrendadora, em substituição ao Motor, a propriedade do motor substituto que esteja na mesma ou em melhor condição operacional e tenha o mesmo ou mais alto valor e utilidade que o Motor perdido (presumindo-se que o Motor perdido estivesse, imediatamente antes da Perda de Motor, na condição exigida por este Contrato) e que atenda às condições que constam da Cláusula 8.13(a).

(b) A Arrendatária às suas próprias expensas tomará todas as medidas e celebrará, e providenciará a celebração de, nota de venda com garantia integral que cubra o motor substituto, uma complementação do presente Contrato que adicione o motor substituto aos Bens Arrendados e todos os demais contratos e instrumentos que sejam necessários para assegurar que a propriedade do Motor seja transferida à Arrendadora e fique sujeita ao Direito de Garantia constituído por qualquer Instrumento de Hipoteca e o motor substituto se torne "Motor", tudo em conformidade com as Leis Aplicáveis. A qualquer tempo quando solicitado pela Arrendadora, a Arrendatária fornecerá comprovação a contento razoável da Arrendadora (inclusive fornecerá, se necessário, à Arrendadora, um ou mais pareceres de advogados) de que a titularidade foi desta forma transferida à Arrendadora e está sujeita ao Direito de Garantia constituído por qualquer Instrumento de Hipoteca.

(c) Quando do cumprimento das disposições de transferência de propriedade anteriormente mencionadas, o arrendamento do Motor substituído objeto de Perda de Motor ficará rescindido e a titularidade do Motor substituído (observados quaisquer direitos a salvados das companhias de se-

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guro) será atribuída à Arrendatária, livre dos Ônus da Arrendadora. Caso a Arrendadora ou qualquer Credor Hipotecário subseqüentemente receba qualquer indenização de seguro atinente à Perda de Motor, a Arrendadora de imediato remeterá a indenização, ou fará com que a mesma seja remetida, à Arrendatária.

(d) Nenhuma Perda de Motor no que respeita a qualquer Motor que seja substituído em conformidade com as disposições desta Cláusula 11.3 resultará em qualquer aumento ou redução da Contraprestação Básica, da Contraprestação Adicional ou do Valor Estipulado.

11.4 Requisição

Durante qualquer requisição para uso ou contratação da Aeronave, de qualquer Motor ou Peça que não constitua Perda Total:

(a) a Contraprestação Básica, a Contraprestação Adicional e a Contraprestação Suplementar devidas nos termos do presente Contrato não serão suspensas nem sofrerão abatimento, no todo ou em parte, e a Arrendatária não ficará eximida de quaisquer de suas demais obrigações previstas no presente Contrato (ressalvadas as obrigações operacionais que a Arrendatária esteja incapacitada de cumprir exclusivamente em função da requisição);

(b) desde que não tenha ocorrido e perdure qualquer Inadimplemento, a Arrendatária terá o direito a qualquer indenização devida pela autoridade que esteja efetuando a requisição no que respeita ao Prazo de Vigência;

(c) a Arrendatária, assim que viável após o encerramento de qualquer requisição (sendo o Prazo de Vigência prorrogado caso e na medida que o prazo de requisição ultrapasse a Data de Término Programada), fará com que a Aeronave seja colocada na condição exigida pelo presente Contrato; e

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(d) a Arrendadora fará jus a quaisquer indenizações devidas pela parte que esteja efetuando a requisição no que respeita a qualquer mudança da estrutura, estado ou condição da Aeronave que ocorra durante o período de requisição, e a Arrendadora destinará tal indenização ao reembolso da Arrendatária pelo custo de cumprimento de suas obrigações previstas no presente Contrato no que respeita a qualquer mudança, ficando estabelecido que, caso qualquer Inadimplemento tenha ocorrido e perdure, a Arrendadora poderá destinar a indenização à liquidação de quaisquer valores devidos pela Arrendatária nos termos do presente Contrato.

12. DEVOLUÇÃO DA AERONAVE

12.1 Devolução

Na Data de Término ou quando de rescisão do arrendamento da Aeronave nos termos do presente Contrato, a Arrendatária, a menos que tenha ocorrido Perda Total, às suas expensas, devolverá a Aeronave e os Documentos da Aeronave à Arrendadora no Local de Devolução em condição que atenda a esta Cláusula 12 e ao Anexo 3, livre e desembaraçada de quaisquer Direitos de Garantia e Gravames Permitidos (ressalvados os Ônus da Arrendadora).

12.2 *Checks* Finais

Imediatamente antes da devolução da Aeronave, a Arrendatária procederá ao quanto segue:

(a) A Arrendatária efetuará um *check* "C" por bloco seqüencial seguinte ou inspeção por bloco equivalente da Fuselagem em conformidade com o MPD, inclusive todos os *checks* correspondentes de nível inferior, e a Arrendatária efetuará todas as demais inspeções e tarefas (inclusive inspeções de prevenção e controle de corrosão e de idade da aeronave, se houver), todas as inspeções estruturais; sistêmicas/de zonas e inspeções fora da seqüência devidas na ocasião bem

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como todas as tarefas de rotina e que não sejam de rotina, tudo com ampla retificação de falhas de maneira suficiente para liberar a Aeronave para operação até o *Check* C programado seguinte. Caso o Programa de Manutenção Aprovado permita que *check* "C", inspeções e outras tarefas sejam executados em fases, a Arrendatária executará todas as fazes do *check* de manutenção, inspeções e demais tarefas imediatamente antes da devolução da Aeronave à Arrendadora a fim de alinhar a manutenção da Aeronave com a mais recente revisão do cronograma do Documento de Planejamento de Manutenção "tipo bloco" do Fabricante da Aeronave na mesma medida como se o Programa de Manutenção Aprovado não permitisse que o *check* de manutenção, as inspeções e as demais tarefas fossem executados em fases.

(b) A Arrendatária executará (ou providenciará para que Oficina de Manutenção Homologada execute) inspeção de corrosão interna e externa em conformidade com o CPCP e corrigirá quaisquer discrepâncias em conformidade com as recomendações do Fabricante da Aeronave e do SEM. Ademais, todas as áreas inspecionadas serão adequadamente tratadas com inibidor de corrosão recomendado pelo Fabricante da Aeronave.

(c) Caso a Arrendatária tenha efetuado quaisquer inspeções estruturais ou tarefas em bases de amostragem mas não tenha efetuado tais inspeções na Aeronave, o trabalho também será executado na Aeronave.

(d) A Arrendatária executará inspeção boroscópica gravada em videoteipe de todas as seções de passagem de gás acessíveis de cada Motor (acessível quer pelo ponto boroscópico, quer por outros meios) incluindo os compressores de baixa e de alta pressão e a área da turbina do Motor. Todos os itens acima dos limites de serviço especificados no manual de manutenção do Fabricante do Motor serão retificados às expensas exclusivas da Arrendatária. Nenhum Motor ficará "em observação" por qualquer razão que exija inspeção especial ou fora de ordem.

(e) Em conformidade com o manual de manutenção do Fabricante dos Motores, a Arrendatária

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executará um teste de potência máxima de motores e de condições em potência máxima, testes programados de aceleração e válvula de sangria de cada Motor. A Arrendatária registrará e avaliará o desempenho de cada Motor, podendo a Arrendadora e/ou seus representantes estar presentes. Cada Motor deverá passar pelos referidos testes sem restrições operacionais de acordo com os gráficos de operação, em conformidade com o manual de manutenção do Fabricante do Motor.

(f) A Arrendatária executará uma inspeção boroscópica gravada em videoteipe e uma análise das cargas elétrica e pneumática da *APU*, e todos os itens que estiverem acima dos limites recomendados pelo fabricante serão retificados a expensas e custos exclusivos da Arrendatária.

(g) A Arrendatária providenciará a remoção e retirada de todas as marcas externas e internas.

(h) Caso quaisquer registros históricos e técnicos, dados de monitoramento de condição, testes de garantia de potência ou inspeções boroscópicas indiquem aceleração anormal da taxa de deterioração por desempenho ou do consumo de óleo de qualquer Motor ou APU, a Arrendatária corrigirá a condições que estejam causando a aceleração da taxa de deterioração ou consumo de óleo.

(i) A Arrendatária executará ou providenciará para que seja executado, na medida em que disponível, qualquer outro trabalho razoavelmente exigido pela Arrendadora (e não exigido de outra forma nos termos do presente Contrato) desde que o trabalho não impeça a Arrendatária de devolver a Aeronave na Data de Término, e a Arrendadora reembolsará a Arrendatária pelo Custo Real de tal trabalho.

12.3 Inspeção Final

(a) Durante os 15 dias que antecederem a devolução da Aeronave, a Arrendatária disponibilizará a Aeronave aos representantes da Arrendadora e aos Financiadores para inspeção ("Inspeção Fi-

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nal") a fim de verificar que a condição da Aeronave atende ao presente Contrato. A Inspeção Final terá duração suficiente de sorte a permitir que os representantes da Arrendadora e dos Financiadores inspecionem, às suas próprias custas, os Documentos da Aeronave, a Aeronave e quaisquer Peças e Motores não instalados. Os representantes da Arrendadora e dos Financiadores comparecerão à Inspeção Final e a conduzirão de maneira diligente e, sem limitação do direito de conduzir a totalidade da Inspeção Final facultado pelo presente Contrato, cooperarão com a Arrendatária a fim de concluir a Inspeção Final assim que razoavelmente viável.

(b) A Arrendadora e os Financiadores também terão o direito, como parte da Inspeção Final, de exigir que a Arrendatária execute vôo de entrega de até três horas às expensas da Arrendatária (com até dois representantes da Arrendadora e dos Financiadores a bordo como observadores) e os vôos de entrega ulteriores que venham a ser necessários na hipótese do primeiro vôo ou dos vôos subsequentes não confirmarem que a Aeronave atende às exigências de devolução previstas no presente Contrato.

(c) Mediante solicitação da Arrendadora, a Arrendatária executará procedimentos de manutenção "ponte" com a finalidade de adequar a Aeronave ao programa de manutenção de qualquer operadora subsequente da Aeronave, ficando estabelecido que a Arrendadora pagará à Arrendatária o Custo Real de todos os procedimentos "ponte" que superem ou não substituam os *checks* finais e os trabalhos de manutenção a serem executados nos termos da Cláusula 12.2 e do Anexo 3.

12.4 Descumprimento

Na medida que, por ocasião da Inspeção Final, a condição da Aeronave ou dos Documentos da Aeronave não atendam ao presente Contrato, a Arrendatária, a critério da Arrendadora:

(a) de imediato retificará o descumprimento e, na medida que o descumprimento ultrapasse a Data de Término, o Prazo de Vigência ficará automaticamente prorrogado até que o descumprimento

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tenha sido retificado; ou

(b) devolverá a Aeronave e os Documentos da Aeronave à Arrendadora e indenizará a Arrendadora bem como concederá garantia razoavelmente aceitável à Arrendadora para a indenização frente ao custo de colocação da Aeronave e/ou dos Documentos da Aeronave na condição exigida pelo presente Contrato.

Durante qualquer prorrogação do Prazo de Vigência nos termos da Cláusula 12.4(a), o presente Contrato permanecerá em pleno vigor, inclusive a obrigação de pagar a contraprestação do arrendamento (que a Arrendatária pagará adiantadamente em bases diárias toda a semana em valor igual a um quarto do Valor da Contraprestação Básica), ficando estabelecido, contudo, que a Arrendatária não operará, nem permitirá que terceiros operem a Aeronave após a Data de Término, ressalvados os vôos de entrega nos termos da Cláusula 12.2 e um vôo de transporte ao Local de Entrega.

12.5 Documentação da Aeronave

(a) A Arrendatária entregará à Arrendadora na Data de Término todos os Documentos da Aeronave entregues com a Aeronave na Data de Entrega na forma e condição em que os Documentos da Aeronave foram entregues pela Arrendadora à Arrendatária e todos os demais Documentos da Aeronave adquiridos ou elaborados pela Arrendatária durante o Prazo de Vigência, inclusive diários de horário onde constem as Horas de Vôo e os Ciclos da Fuselagem, dos Motores, do Trem de Pouso e da APU em qualquer determinada data, documentos, manuais (revisados até e inclusive as mais atuais revisões emitidas pelo pertinente Fabricante), dados, registros de revisões gerais, documentação comprobatória da revisão geral de peças com controle de tempo, documentação comprobatória da revisão geral da LLP que remonte à sua condição de nova para peças com controle de tempo que tenham sido substituídas pela Arrendatária, diários de bordo, etiquetas que identifiquem peças como "próprias para serviço" (tais como Formulário 8130-3 da FAA ou Formulário Um da JAA) para todas as Peças que tenham sido substituídas pela Arrendatária, re-

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latórios de condição interna ou desempenho alternativo conforme descrito na Cláusula 8.13 para peças com tempo controlado que tenham sido substituídas pela Arrendatária, formulários de Autoridades Aeronáuticas (conforme pertinente), registros de modificação, registros de inspeção (inclusive documentação NDT tais como raio x, equipamento para detecção de trincas ocultas, etc.) e quaisquer outras documentações atinentes à Aeronave, aos Motores e às Peças. Todas as discrepâncias encontradas nos Documentos da Aeronave serão corrigidas e quaisquer Documentos da Aeronave faltantes serão reelaborados pela Arrendatária às expensas exclusivas da Arrendatária antes da devolução da Aeronave. Todos os Documentos da Aeronave estarão no idioma inglês.

(b) Quando da devolução e mediante solicitação da Arrendadora, a Arrendatária (a) fornecerá à Arrendadora todos os documentos necessários à exportação da Aeronave do Estado de Registro (inclusive licença de exportação válida e subsistente da Aeronave) e (b) fornecerá quaisquer documentos solicitados pela Arrendadora no que respeita à -- e de outra forma cooperará com a -- baixa de registro da Aeronave pela Autoridade Aeronáutica, inclusive fazendo com que a Autoridade Aeronáutica emita Certificado de Aeronavegabilidade para Exportação a um país especificado pela Arrendadora.

12.6 Termo de Reconhecimento

Desde que a Arrendatária tenha cumprido suas obrigações previstas no presente Contrato, após a devolução da Aeronave pela Arrendatária à Arrendadora no Local de Devolução, a Arrendadora entregará à Arrendatária termo de reconhecimento confirmando que a Arrendadora está satisfeita por que a Aeronave está na condição exigida pelo presente Contrato e foi devolvida à Arrendadora em conformidade com o presente Contrato.

12.7 Programa de Manutenção

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(a) Durante o período de 20 dias que antecede a Data de Término Programada e mediante solicitação da Arrendadora, a Arrendatária facultará à Arrendadora ou ao seu representante acesso razoável ao Programa de Manutenção Programado e aos Documentos da Aeronave a fim de viabilizar a integração da Aeronave em qualquer frota de operadora subsequente. A Arrendadora avença que não divulgará o conteúdo do Programa de Manutenção Programado a qualquer Pessoa exceto na medida necessária para monitorar o cumprimento pela Arrendatária do presente Contrato e/ou para transferir o programa de manutenção da Aeronave do Programa de Manutenção Programado para outro programa após a Data de Término.

(b) Concomitantemente com a entrega dos Documentos da Aeronave para análise da Arrendadora, a Arrendatária fornecerá à Arrendadora sumário escrito de todos os programas de amostragem que envolvam ou afetem a Aeronave.

12.8 Armazenamento

(a) Caso a Arrendadora efetue solicitação nesse sentido e observada a disponibilidade do espaço necessário, a Arrendatária estacionará e armazenará a Aeronave em uma área de armazenamento segura, a qual poderá ser no Local de Devolução ou em qualquer outro estabelecimento adequado da Arrendatária escolhido pela Arrendatária, onde quer que se localize (o "Local de Armazenamento") por conta da Arrendadora por prazo que não exceda 30 dias a contar da Data de Término. Durante tal prazo, a Aeronave ficará por conta e risco da Arrendatária (ressalvada qualquer perda ou dano causado por má conduta dolosa ou culpa grave da Arrendadora) e a Arrendatária manterá e armazenará a Aeronave em conformidade com o documento de planejamento de manutenção do respectivo fabricante e segurará a Aeronave em conformidade com apólice "de risco no solo apenas" que seja usual e habitual no mercado mundial de seguro aeronáutico. Todos os custos de armazenamento, manutenção e seguro serão suportados pela Arrendatária.

(b) Caso a Arrendadora efetue solicitação nesse sentido e observada a disponibilidade do espaço

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necessário, a Arrendatária continuará a estacionar e armazenar a aeronave no Local de Armazenamento por conta da Arrendadora por período ulterior que não ultrapasse 60 dias. Durante tal período ulterior, a Aeronave ficará por conta e risco da Arrendadora (ressalvado qualquer perda ou dano causado por má conduta dolosa ou culpa grave da Arrendadora), mas a Arrendatária continuará a manter, armazenar e segurar a Aeronave em conformidade com esta Cláusula 12.8. Todos os custos razoáveis de armazenamento, manutenção e seguro incorridos pela Arrendatária (com exclusão de qualquer elemento de lucro auferido pela Arrendatária) durante tal período ulterior serão reembolsados pela Arrendadora de imediato mediante a apresentação das respectivas faturas e/ou recibos de suporte.

13. INADIMPLEMENTO

13.1 Hipóteses

Cada uma das hipóteses que se seguem configurará Hipótese de Inadimplemento e inobservância do presente Contrato pela Arrendatária:

(a) Falta de Pagamento: A Arrendatária (i) deixe de pagar o Valor Estipulado e todos os demais valores exigidos nos termos da Cláusula 11.2 na Data de Liquidação, (ii) deixe de efetuar qualquer pagamento da Contraprestação Básica ou da Contraprestação Adicional no prazo de dois Dias Úteis a contar da data em que o pagamento seja devido ou (iii) deixe de pagar qualquer outro valor devido por ela nos termos do presente Contrato no prazo de cinco Dias Úteis a contar da transmissão de aviso escrito da Arrendadora dando conta de que tais valores são devidos; ou

(b) Compromissos Relevantes: A Arrendatária (i) deixe de retificar o descumprimento do Bem Arrendado com as condições da Cláusula 12 e do Anexo 3 ou devolva o Bem Arrendadora à Arrendadora em conformidade com a Cláusula 12.4, (ii) deixe de manter em pleno vigor qualquer seguro que deva ser mantido nos termos da Cláusula 9 ou (iii) transfira a posse da Fuselagem ou

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Cláudia Alberto R. Araújo - Tab. Substituta
Cássia Maria de Souza - Tab. Substituta
Antônio Carlos Faria - Esc. Autorizado

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de qualquer Motor a outra Pessoa que não conforme permitido pelo presente Contrato; ou

(c) Violação: A Arrendatária descumpra qualquer outra disposição do presente Contrato e, caso o descumprimento seja, no parecer razoável da Arrendadora, passível de saneamento, o descumprimento perdure pelo prazo de 30 dias a contar da transmissão de aviso da Arrendadora à Arrendatária, ficando estabelecido que se o descumprimento não puder ser razoavelmente sanado no prazo de 30 dias e a Arrendatária, de maneira diligente, tomar todas as medidas de saneamento necessárias, o prazo de 30 dias será prorrogado por 15 dias adicionais; ou

(d) Declaração: qualquer declaração ou garantia prestada (ou havida por ratificada) pela Arrendatária no presente Contrato ou em qualquer documento ou certificado fornecido à Arrendadora nos termos do presente Contrato seja ou se revele incorreta em qualquer aspecto relevante quando prestada ou havida por ratificada e a capacidade da Arrendatária de cumprir suas obrigações previstas no presente Contrato e/ou os direitos, títulos e ações da Arrendadora ou de qualquer Credor Hipotecário sobre a Aeronave e/ou nos termos do presente Contrato fiquem substancialmente prejudicados; ou

(e) Inadimplemento Cruzado:

(i) quaisquer Dívidas Financeiras da Arrendatária ou de quaisquer de suas Afiliadas que excedam $500.000 não sejam pagas no vencimento e qualquer prazo de carência pertinente tenha se expirado;

(ii) a garantia de qualquer Dívida Financeira seja executada;

(iii) qualquer contrato de arrendamento, venda condicional, venda em prestações ou compra a termo da Arrendatária ou de quaisquer de suas Afiliadas tendo por objeto aeronave seja rescindido em decorrência de hipótese de inadimplemento ou de hipó-

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tese de rescisão (como quer que seja a sua descrição); ou

(iv) hipótese de inadimplemento (como quer que seja a sua descrição) ocorra nos termos de qualquer contrato de arrendamento, venda condicional, venda em prestações ou compra a termo celebrado entre a Arrendadora ou quaisquer de suas Afiliadas e a Arrendatária ou quaisquer de suas Afiliadas;

ficando estabelecido sempre, em qualquer caso, que não ficará configurada Hipótese de Inadimplemento nos termos do presente Contrato:

(1) caso a Dívida Financeira pertinente constitua empréstimo ou financiamento sem direito de regresso; ou

(2) caso o não pagamento, vencimento antecipado, rescisão ou hipótese em questão esteja sendo contestado pela Arrendatária de boa fé e sob fundamentos razoáveis e qualquer declaração de inadimplemento, rescisão de contrato ou execução de garantia tenha sido sobrestada por tribunal competente.

(f) Aprovações: qualquer consentimento, autorização, licença, certificado ou aprovação de -- ou registro perante ou ainda declaração a -- qualquer Entidade Governamental no que respeita ao presente Contrato, inclusive:

(i) qualquer autorização exigida pela Arrendatária no que respeita à celebração, entrega, validade, exeqüibilidade ou força probatória do presente Contrato ou ao cumprimento pela Arrendatária de suas obrigações previstas no presente Contrato; ou

(ii) qualquer licença de linha aérea, licença de transporte aéreo, franquia, concessão, permissão, certificado, direito ou prerrogativa exigido pela Arrendatária para a con-

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dução de seus negócios,

seja modificado, indeferido, revogado, suspenso, cancelado, retirado, rescindido ou não renovado ou de outra forma deixe de estar em pleno vigor e não seja reemitido, restabelecido ou renovado no prazo de 30 dias, ficando estabelecido, contudo, que qualquer modificação, indeferimento, revogação, suspensão, cancelamento, retirada, rescisão ou não renovação apenas constituirá Hipótese de Inadimplemento se causar efeito prejudicial relevante sobre a capacidade da Arrendatária de cumprir suas obrigações previstas nos Documentos-Chave ou sobre os direitos, títulos e ações da Arrendadora sobre a Aeronave ou nos termos do presente Contrato; ou

(g) Insolvência:

(i) A Arrendatária ou quaisquer de suas Afiliadas sejam -- ou sejam havidas para os fins de qualquer lei relevante como -- incapazes de pagar suas dívidas conforme se vençam ou sejam insolventes ou admitam sua incapacidade de pagar suas dívidas conforme se vençam; ou

(ii) A Arrendatária ou quaisquer de suas Afiliadas suspendam os pagamentos de todas e quaisquer classes de suas dívidas ou anunciem sua intenção de proceder neste sentido, ou seja declarada moratória no que respeita a quaisquer de suas dívidas; ou

(h) Procedimentos de Falência e Procedimentos Similares

(i) A Arrendatária consinta com a nomeação de síndico, comissário ou liquidante para si própria ou para parcela substancial dos seus bens;

(ii) a Arrendatária admita por escrito sua incapacidade de pagar suas dívidas de modo geral conforme se vençam ou a Arrendatária efetue cessão genérica em benefício de

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credores;

(iii) a Arrendatária ajuíze pedido voluntário de falência, pedido voluntário ou contestação que busque reorganização em procedimento nos termos de quaisquer leis que tratem de falência, insolvência, moratória ou de direitos de credores de modo geral (sendo todas e quaisquer tais leis designadas, doravante, "Leis de Falência") ou contestação que admita as alegações relevantes de petição ajuizada contra a Arrendatária em quaisquer tais procedimentos, ou a Arrendatária por intermédio de pedido voluntário ou contestação consinta com ou deixe de opor reivindicação de tutela nos termos das disposições de quaisquer Leis de Falência;

(iv) qualquer ordem, sentença ou despacho seja proferido por qualquer juízo competente nomeando síndico, comissário, custodiante ou liquidante da Arrendatária ou de parcela substancial de seus bens ou determinando o sequestro de qualquer parcela substancial dos bens da Arrendatária seja proferido ou baixado com o consentimento da Arrendatária ou se proferido por outra Pessoa, a ordem, sentença ou despacho não seja indeferido, sanado nem revogado pelo prazo de 30 dias;

(v) seja ajuizada petição contra a Arrendatária em procedimento nos termos de quaisquer Leis de Falência e não seja retirada nem indeferida no prazo de 30 dias a partir de então ou se, nos termos das disposições de quaisquer Leis de Falência que venham a se aplicar à Arrendatária, qualquer tribunal competente assuma a jurisdição, custódia ou controle da Arrendatária ou de qualquer parcela substancial dos seus bens; ou

(vi) qualquer medida (inclusive petição, proposta ou convocação de reunião) seja tomada com vistas a efetuar a composição, cessão ou ajuste com quaisquer credores da -- ou a reorganização, reabilitação, administração, liquidação ou dissolução da -- Arrenda-

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tária ou de quaisquer de suas Afiliadas ou quaisquer outros procedimentos de insolvência que envolvam a Arrendatária ou quaisquer de suas Afiliadas; ou

(i) Outra Jurisdição: ocorra em relação à Arrendatária ou a quaisquer de suas Afiliadas qualquer hipótese em qualquer local que, no parecer razoável da Arrendadora, corresponda a quaisquer das hipóteses mencionadas na Cláusula 13.1(h);

(j) Ilegalidade: torne-se ilegal à Arrendatária cumprir quaisquer de suas obrigações relevantes previstas no presente Contrato ou o presente Contrato se torne, no todo ou em parte, nulo ou inexeqüível, ficando estabelecido que qualquer nulidade ou inexequibilidade parcial apenas constituirá Hipótese de Inadimplemento caso cause efeito prejudicial relevante sobre a capacidade da Arrendatária de cumprir suas obrigações previstas no presente Contrato ou sobre os direitos, títulos e ações da Arrendadora sobre a Aeronave ou nos termos do presente Contrato;

(k) Suspensão do Negócio: A Arrendatária ou quaisquer de suas afiliadas suspenda ou cesse a condução dos seus negócios, no todo ou em parcela substancial;

(l) Alienação: A Arrendatária ou quaisquer de suas Afiliadas alienem ou ameacem alienar, no todo ou em parte, seus ativos, quer seja por intermédio de uma transação ou de uma série de transações, correlatas ou não, que não nos termos de incorporação ou fusão conforme mencionado na Cláusula 8.8(b) e observada tal cláusula ou para os fins de qualquer outra reorganização ou fusão, cujos termos tenham sido objeto de consentimento prévio por escrito da Arrendadora;

(m) Direitos: a existência, validade, exeqüibilidade ou preferência dos direitos da Arrendadora na qualidade de proprietária e arrendadora da Aeronave ou os direitos de qualquer Credor Hipotecário na qualidade de credor hipotecário da Aeronave e cessionário do presente Contrato sejam contestados pela Arrendatária ou por qualquer outra Pessoa que efetue reivindicação pela Arrendatária ou por seu intermédio;

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(n) Mudança de Titularidade: qualquer Pessoa em particular ou grupo de Pessoas adquira o controle, direta ou indiretamente, da Arrendatária sem o consentimento prévio por escrito da Arrendadora (consentimento esse que não será negado a menos que a Arrendadora seja do parecer razoável de que a aquisição de controle causará efeito prejudicial relevante sobre a capacidade da Arrendatária de cumprir suas obrigações previstas no presente Contrato ou sobre os direitos, títulos e ações da Arrendadora sobre a Aeronave ou nos termos do presente Contrato), sem incluir (i) pessoas físicas ou outras Pessoas que estejam atualmente exercendo o controle da Arrendatária, (ii) cônjuges de quaisquer tais pessoas físicas, (iii) qualquer ascendente ou descendente em linha reta de qualquer tal pessoa física, (iv) qualquer cônjuge de qualquer pessoa física coberto pelo item (iii) ou (v) sociedade ou trust constituído em benefício das pessoas físicas indicadas nos itens (i) a (iv);

(o) Entrega: a Arrendatária deixe de aceitar a entrega da Aeronave quando validamente efetuada nos termos do presente Contrato pela Arrendadora (desde que a Arrendadora tenha atendido às condições precedentes que constam da Cláusula 3.4); ou

(p) Mudança Relevante: ocorra qualquer hipótese ou série de hipóteses que, no parecer razoável da Arrendadora, se poderia esperar causaria efeito prejudicial relevante sobre a situação financeira ou as operações da Arrendatária e de suas Afiliadas ou sobre a capacidade da Arrendatária de dar cumprimento às suas obrigações previstas no presente Contrato.

13.2 Direitos

Se Hipótese de Inadimplemento ocorrer, e enquanto perdurar, a Arrendadora poderá, à sua opção (e sem prejuízo de qualquer de seus outros direitos ao amparo do presente Contrato ou que possam surgir por força das Leis Aplicáveis), a qualquer tempo, subseqüentemente:

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(a) aceitar a recusa por parte da Arrendatária em cumprir suas obrigações previstas no presente Contrato e, mediante aviso à Arrendatária, com vigência imediata, rescindir o arrendamento da Aeronave (porém sem prejuízo das obrigações de caráter continuado da Arrendatária previstas no presente Contrato), hipótese em que todos os direitos da Arrendatária ao amparo do presente Contrato deixarão de existir; e/ou

(b) mover uma ou mais ações judiciais apropriadas para executar o cumprimento do presente Contrato ou receber indenização por perdas e danos em razão da quebra do presente Contrato; e/ou

(c) ou

(i) retomar a Aeronave, podendo a Arrendadora, para esse fim, ingressar em quaisquer estabelecimentos, pertencentes à Arrendatária, por ela ocupados ou sob seu controle (outorgando a Arrendatária por este ato à Arrendadora para esse fim licença irrevogável na extensão permitida pelas Leis Aplicáveis), em que a Aeronave possa estar localizada, ou fazer com que a Aeronave seja devolvida à Arrendadora no Local de Devolução (ou em outro local que a Arrendadora venha a exigir), ficando a Arrendadora fica por este ato irrevogavelmente autorizada, na extensão permitida pelas Leis Aplicáveis, a determinar que os pilotos da Arrendatária ou outros pilotos operem a Aeronave até o aeroporto em questão, tendo todos os poderes e autorizações necessários para a prática desse ato; ou

(ii) ao entregar notificação, exigir que a Arrendatária devolva a Aeronave à Arrendadora no Local de Devolução (ou em outro local que a Arrendadora venha a exigir) na condição prescrita na Cláusula 12 e no Anexo 3.

(d) Se Hipótese de Inadimplemento ocorrer, a Arrendadora poderá vender, arrendar ou de outro modo negociar o Bem Arrendado da forma que a Arrendadora, a seu critério exclusivo, reputar apropriada.

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(e) Se Hipótese de Inadimplemento ocorrer, a Arrendatária, mediante solicitação da Arrendadora, tomará todas as medidas necessárias para proceder à baixa da Aeronave junto ao Registro Aeronáutico Brasileiro ("RAB") do Estado de Registro e exportar a Aeronave do país em que estiver à época matriculada ou situada, assim como tomará quaisquer outras medidas necessárias para possibilitar que a Aeronave seja devolvida à Arrendadora de acordo com o presente Contrato. A Arrendatária, em caráter irrevogável e a título de garantia de suas obrigações previstas no presente Contrato, autoriza a Arrendadora e confere-lhe poderes para, na qualidade de sua procuradora e representante (sendo aludida representação em causa própria), em nome da Arrendadora ou em nome da Arrendatária, celebrar e entregar qualquer documentação e praticar qualquer ato necessário relacionado às disposições supra.

13.3 Pagamentos em Mora

Se Hipótese de Inadimplemento ocorrer, a Arrendatária indenizará e pagará a Arrendadora, quando exigido, quaisquer perdas (inclusive, lucros cessantes), danos, despesas, custos ou responsabilidades que a Arrendadora vier a suportar ou nos quaisquer vier a incorrer, direta ou indiretamente, em decorrência, inclusive, de:

(a) toda a Contraprestação Básica, Contraprestação Adicional e Contraprestação Suplementar à época devidas e não pagas;

(b) quaisquer lucros cessantes (calculados em bases depois de imposto) suportados pela Arrendadora em razão da incapacidade da Arrendadora de colocar a Aeronave em arrendamento junto a outra Arrendatária em termos tão favoráveis à Arrendadora quanto os termos do presente Contrato, ou caso o eventual uso, seja ele qual for, em que a Arrendadora seja capaz de colocar a Aeronave quando de sua devolução à mesma, ou o produto decorrente de venda ou outra alienação da Aeronave, não seja tão lucrativo (calculado em bases depois de imposto) para a Arrenda-

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dora como teria sido o presente Contrato, não fosse a Hipótese de Inadimplemento;

(c) caso a Aeronave seja vendida antes de a Arrendadora celebrar arrendamento substituto, o valor (se houver) pelo qual (i) o total (1) do produto líquido da venda (calculado mediante dedução dos custos de venda juntamente com o custo de preparo da Aeronave para venda e a amortização de qualquer dívida em aberto referente ao financiamento da Aeronave), mais (2) o valor presente do lucro líquido previsto depois de imposto a ser obtido com o produto líquido da venda até a Data de Término Programada, descontado em bases mensais com utilização da taxa de desconto de 3% ao ano, seja inferior (ii) ao total (1) do produto líquido da venda previsto (calculado nas mesmas bases como o produto líquido da venda mencionado no item (i) (1) supra), pressupondo-se que a Aeronave tivesse sido vendida assim que razoavelmente viável após a Data de Término Programada, mais (2) o valor presente do lucro que teria sido obtido com a Contraprestação Básica futura a ser paga até a Data de Término Programada, descontado em bases mensais com utilização da taxa de desconto de 3% ao ano;

(d) qualquer valor de principal, juros, taxas ou outras importâncias, seja a que título for, pagos ou devidos em função de recursos tomados em empréstimo a fim de custear qualquer valor não pago pela Arrendatária;

(e) qualquer perda, prêmio, multa ou despesa que venha a ser incorrido na amortização de recursos captados para financiar a Aeronave ou na reversão de qualquer contrato de *swap*, de taxa de juros a termo ou outro instrumento financeiro referente, no todo ou em parte, ao financiamento da Aeronave por parte da Arrendadora; e

(f) qualquer perda, custo, despesa ou responsabilidade suportada ou incorrida pela Arrendadora em virtude da não devolução da Aeronave pela Arrendatária na data, no local e nas condições prescritos no presente Contrato.

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AUTENTICAÇÃO
69992
Antônio Daniel [illegible]
Cláudia Alberto [illegible]
Cássia Maria de Sousa [illegible]
Antônio Carlos Faria - Esc. Autorizado

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13.4 Renúncia a Certos Direitos do art. 2A

Na extensão máxima permitida pelas Leis Aplicáveis, a Arrendadora e a Arrendatária por este ato avençam que nenhum direito ou remédio mencionado no art. 2A do Código Comercial Uniforme será conferido à Arrendadora ou à Arrendatária, a menos que seja expressamente conferido no presente Contrato.

14. CESSÃO e TRANSFERÊNCIA

14.1 Ausência de Cessão pela Arrendatária

A Arrendatária não cederá qualquer de seus direitos, títulos, ações, deveres, obrigações ou responsabilidades sobre ou ao amparo do presente Contrato, nem instituirá nem permitirá a existência de qualquer Direito de Garantia (que não os Gravames Permitidos) sobre qualquer de seus direitos ao amparo do presente Contrato, devendo qualquer tal cessão ou outorga pretendida de Direito de Garantia ser nula de pleno direito e não produzir nenhum efeito. Sem limitação das disposições supra, se qualquer cessão vedada nos termos da sentença precedente vier a ser válida por força de qualquer disposição das Leis Aplicáveis não passível de renúncia, a Arrendatária continuará, não obstante, totalmente responsável pelo pagamento e cumprimento de todas as obrigações da Arrendatária a serem pagas e cumpridas nos termos do presente instrumento de maneira tão plena e na mesma extensão como se a cessão não tivesse sido realizada, sem prejuízo das obrigações do cessionário.

14.2 Cessão da Arrendadora

A Arrendadora poderá vender, ceder ou transferir todos ou qualquer de seus direitos ao amparo do presente Contrato, assim como sobre o Bem Arrendado ("Transferência") , não tendo a Arrendadora, que não no caso de cessão para fins de garantia, nenhuma obrigação adicional por força do presente Contrato subseqüentemente a uma Transferência, porém, não obstante qualquer Transferência, continuará a fazer jus ao benefício de cada uma das indenizações previstas no presente Contrato.

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(a) Com relação a qualquer Transferência, aplicar-se-ão as seguintes condições:

(i) a Arrendadora notificará a Arrendatária por escrito acerca da Transferência com antecedência de, no mínimo, 10 Dias Úteis da data da Transferência, especificando o nome e endereço do comprador ou cessionário proposto (o "Cessionário");

(ii) o Cessionário será Pessoa razoavelmente experiente em arrendamento de aeronaves (ou os direitos e poderes do Cessionário previstos no presente Contrato serão exercidos ou prestados por sua conta em conformidade com contrato de administração ou de prestação de serviços por Pessoa que possua essa experiência);

(iii) o Cessionário terá plenos poderes e capacidade como pessoa jurídica para celebrar o presente Contrato e cumprir as transações previstas no presente Contrato que caibam a um "Arrendador";

(iv) na data de Transferência a Arrendadora e o Cessionário celebrarão um ou mais contratos em que o Cessionário confirmará que será havido por parte do presente Contrato e avençará ficar vinculado por todos os termos do presente Contrato, assim como avençará assumir todas as obrigações da Arrendadora contidas no presente Contrato que surjam na data da Transferência ou após a mesma;

(v) a Transferência não violará quaisquer Leis Aplicáveis; e

(vi) o Cessionário fornecerá à Arrendatária parecer de seus advogados independentes regulares no tocante às matérias indicadas na Cláusula 14.2(a)(iii), assim como no tocante à legalidade, validade, efeito vinculante e exeqüibilidade do contrato ou contratos celebrados entre a Arrendadora e o Cessionário mencionados na Cláusula 14.2(a)(iv).

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Cláudio Alberto R. Araújo
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Antônio Carlos Faria
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(b) Quando de qualquer Transferência, o Cessionário será havido por Arrendador para todos os fins do presente Contrato, devendo cada referência contida no presente Contrato a "Arrendador" ser havida para todos os fins por subseqüentemente referir-se ao Cessionário, ficando o cedente exonerado de todas as obrigações cabíveis a um "Arrendador" por força do presente Contrato que surjam após a data da Transferência, exceto à medida que imputáveis a fatos ou eventos que ocorram antes da data da Transferência.

(c) Quando do cumprimento pela Arrendadora e por um Cessionário dos termos e condições da Cláusula 14.2(a), a Arrendatária, na data da Transferência, mediante solicitação específica por escrito da Arrendadora, arcando a Arrendadora com o pagamento de todos os desembolsos e despesas razoáveis:

(i) celebrará e entregará à Arrendadora e ao Cessionário contrato, em forma e teor satisfatórios à Arrendadora, à Arrendatária e ao Cessionário, datado da data da transferência, anuindo à transferência, avençando pagar, no todo ou em parte, a Contraprestação Básica, a Contraprestação Adicional e outras importâncias previstas no presente Contrato ao Cessionário ou à pessoa que o Cessionário venha a determinar, avençando, ainda, que o Cessionário terá direito de se fiar em todas as declarações e garantias prestadas pela Arrendatária nos Documentos-Chave ou contida em qualquer certificado ou documento fornecido pela Arrendatária em função dos Documentos-Chave como se o Cessionário fosse o "Arrendador" original;

(ii) celebrará e entregará à Arrendadora ou ao Cessionário, conforme apropriado, termos de existência de garantia preventivos ao amparo do Código Comercial Uniforme ou alterações que reflitam os interesses do Cessionário sobre a Aeronave e o presente Contrato;

(iii) entregará à Arrendadora e ao Cessionário certidão, firmada por diretor devidamente au-

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torizado da Arrendatária, datada da data da transferência, dando conta de que (1) nenhuma Hipótese de Inadimplemento ocorreu e perdura ou, caso perdure à época, descrevendo a Hipótese de Inadimplemento em questão; e (2) as declarações e garantias indicadas na Cláusula 2.1 são fiéis e corretas na data em questão;

(iv) fará com que sejam entregues à Arrendadora e ao Cessionário apólices de seguro e obrigações de corretoras de seguros substancialmente na forma entregue à Arrendadora na Data de Entrega, descrevendo em pormenores a cobertura e confirmando a anuência das seguradoras às exigências específicas de seguro do presente Contrato e listando a Arrendadora e o Cessionário como segurados adicionais, e o Cessionário como único beneficiário (observada outra determinação por parte de qualquer Credor Hipotecário);

(v) entregará à Arrendadora e ao Cessionário parecer dos advogados da Arrendatária (que poderá ser do Advogado Chefe da Arrendatária), endereçado à Arrendadora e ao Cessionário no sentido de que o contrato mencionado na Cláusula 14.2(c)(i) foi devidamente autorizado e firmado pela Arrendatária, constituindo obrigação legal, válida e vinculante da mesma, contra ela exeqüível em conformidade com seus termos (observadas as exceções de praxe) e no sentido de que o Cessionário poderá ser fiar no parecer entregue pelos advogados em questão ou por seus advogados antecessores no tocante ao presente Contrato na Data de Entrega, com o mesmo efeito, como se o Cessionário fosse o destinatário original do parecer quando entregue;

(vi) entregará à Arrendadora e ao Cessionário informações sobre a localização da Fuselagem e dos Motores sempre que solicitado pela Arrendadora a fim de permitir que a Transferência ocorra em prazo e data de sorte a eliminar ou minimizar quaisquer Impostos aplicáveis à Transferência; e

(vii) os demais documentos que a Arrendadora ou o Cessionário venham a razoavelmente

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Cássia Maria de Souza
Antônio Carlos Farias

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solicitar.

14.3 Outorga de Direitos de Garantia

A Arrendadora terá direito a qualquer tempo após a Entrega de outorgar direito de garantia sobre o Bem Arrendado ou seu direito, título e ação sobre o presente Contrato (cada qual denominado "Instrumento Adicional de Hipoteca") em favor de qualquer Pessoa (cada qual denominado "Credor Hipotecário Adicional"). Qualquer Instrumento Adicional de Hipoteca poderá constituir instrumento de hipoteca sucessor do Direito de Garantia outorgado a qualquer Credor Hipotecário, ou poderá ser em acréscimo a Direito de Garantia de qualquer Credor Hipotecário e Instrumentos Adicionais de Hipoteca anteriores, tendo prioridade sênior, igual ou subordinada ao Direito de Garantia de qualquer Credor Hipotecário e Instrumentos Adicionais de Hipoteca anteriores como o Credor Hipotecário em questão e os Credores Hipotecários Adicionais venham a permitir. Na hipótese de qualquer tal outorga pela Arrendadora de Instrumento Adicional de Hipoteca a Credor Hipotecário Adicional sobre todo ou qualquer parcela do direito, título ou ação da Arrendadora sobre a Aeronave e sobre o presente Contrato, a Arrendatária prontamente, mediante solicitação específica por escrito da Arrendadora e pagamento por parte da Arrendadora de todos os desembolsos e despesas razoáveis da Arrendatária:

(a) celebrará e entregará à Arrendadora e ao Credor Hipotecário Adicional contrato, em forma e teor satisfatórios à Arrendadora, ao Credor Hipotecário Adicional e à Arrendatária, datado da data da outorga do Instrumento Adicional de Hipoteca, (i) anuindo ao Instrumento Adicional de Hipoteca e a qualquer cessão do direito, título e ação da Arrendadora sobre o presente Contrato ao Credor Hipotecário Adicional para fins de garantia; (ii) se solicitado pela Arrendadora e anuído pelo beneficiário anterior, avençando que a Arrendatária pagará a Contraprestação Básica e outras importâncias previstas no presente Contrato ao Credor Hipotecário Adicional; e (iii) avençando que o Credor Hipotecário Adicional terá direito de se fiar em todas as declarações e garantias prestadas pela Arrendatária no presente Contrato ou contidas em qualquer certificado ou documento fornecido pela Arrendatária em função do presente Contrato como se o Credor Hipo-

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tecário Adicional fosse o "Credor Hipotecário" original;

(b) celebrará e entregará à Arrendadora e ao Credor Hipotecário Adicional os contratos que a Arrendadora vier a razoavelmente exigir para fins de efetuar todas as alterações necessárias no presente Contrato;

(c) celebrará e entregará à Arrendadora ou ao Credor Hipotecário Adicional termos de existência de garantia preventivos ao amparo do Código Comercial Uniforme ou alterações que reflitam a cessão dos interesses da Arrendadora sobre os Documentos-Chave ao Credor Hipotecário Adicional;

(d) entregará à Arrendadora e ao Credor Hipotecário Adicional certidão, firmada por diretor devidamente autorizado da Arrendatária, datada da data da outorga do Instrumento Adicional de Hipoteca, dando conta de que (1) nenhuma Hipótese de Inadimplemento ocorreu e perdura ou, caso perdure à época, descrevendo a Hipótese de Inadimplemento em questão; e (2) as declarações e garantias indicadas na Cláusula 2.1 são fiéis e corretas na data em questão;

(e) fará com que sejam entregues à Arrendadora e ao Credor Hipotecário Adicional apólices de seguro e obrigações de corretoras de seguro substancialmente na forma entregue à Arrendadora na Data de Entrega, descrevendo em pormenores a cobertura e confirmando a anuência das seguradoras às exigências específicas de seguro do presente Contrato, inserindo o Credor Hipotecário Adicional como segurado adicional e, se solicitado pela Arrendadora e anuído pelo beneficiário anterior, listando o Credor Hipotecário Adicional como único beneficiário;

(f) entregará à Arrendadora e ao Credor Hipotecário Adicional parecer dos advogados da Arrendatária (que poderá ser do Advogado Chefe da Arrendatária), endereçado à Arrendadora e ao Credor Hipotecário Adicional no sentido de que (i) os contratos mencionados nas alíneas (a) e (b) foram devidamente autorizados e firmados pela Arrendatária, constituindo obrigações legais, vá-

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Cássia Maria de Souza ...
Antônio Carlos Faria - Esc. Autorizado
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lidas e vinculantes da mesma, contra ela exeqüíveis em conformidade com seus termos (observadas as exceções de praxe); e (ii) o Credor Hipotecário Adicional poderá ser fiar no parecer entregue pelos advogados em questão ou por seus advogados antecessores no tocante ao presente Contrato na Data de Entrega, com o mesmo efeito, como se o Credor Hipotecário Adicional fosse o destinatário original do parecer quando entregue; e

(g) os demais documentos que a Arrendadora ou o Credor Hipotecário Adicional venham a razoavelmente solicitar.

14.4 Venda e *Leaseback* pela Arrendadora

Além das Transferências e outorgas de Direitos de Garantia permitidas pelas Cláusulas 14.2 e 14.3, a Arrendadora terá direito de transferir seu direito, título e ação sobre o Bem Arrendado a qualquer Pessoa e arrendar a Aeronave da Pessoa em questão ("Arrendador Mestre"), conservando a Arrendadora, nessa hipótese, seus direitos e obrigações como "Arrendadora" nos termos do presente Contrato. Na hipótese de tal venda e *leaseback* pela Arrendadora, (a) o Arrendador Mestre atenderá as exigências de um "Cessionário", conforme definição contida na Cláusula 14.2(a)(ii) supra; (b) a Arrendadora terá direito de ceder seus direitos sobre o presente Contrato ao Arrendador Mestre a título de garantia de suas obrigações previstas no arrendamento mestre; (c) o Arrendador Mestre terá direito de outorgar a um ou mais financiadores que sejam vendedores ou a um agente fiduciário previsto em escritura de emissão atuando por conta de tais financiadores, Instrumento Adicional de Hipoteca que cubra o Bem Arrendado e os Documentos-Chave; (d) a Arrendatária celebrará e entregará à Arrendadora, ao Arrendador Mestre, ao Credor Hipotecário Adicional e a quaisquer agentes fiduciários que ajam por sua conta, conforme apropriado, os documentos especificados nas Cláusulas 14.2(c)(i) a (vii) e nas Cláusulas 14.3(a) a (g) supra, e a Arrendatária cooperará com a Arrendadora para efetuar as demais alterações no presente Contrato, tais como, incluir o Arrendador Mestre, o Credor Hipotecário Adicional e os agentes fiduciários que ajam por sua conta como segurados adicionais e "Partes a Indenizar", que a Arrendadora venha a razoavelmente solicitar, desde que essas alterações não prejudiquem os direitos ou obrigações da Arrendatária previstos no presente

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Contrato ou de outro modo prejudiquem a Arrendatária, pagando a Arrendadora todos os desembolsos e despesas razoáveis da Arrendatária.

14.5 Reconhecimentos Adicionais

A Arrendatária reconhece que qualquer Cessionário ou Credor Hipotecário Adicional terá por sua vez os direitos de transferência e outorga de Direitos de Garantia indicados acima nesta Cláusula 14 e ficará sujeito às condições de transferência e outorga de Direitos de Garantia indicadas acima nesta Cláusula 14.

14.6 Certas Proteções em Benefício da Arrendatária

Os direitos da Arrendatária ao amparo do presente Contrato serão superiores aos direitos de qualquer Credor Hipotecário Adicional ou Arrendador Mestre, e a Arrendadora exigirá que o Credor Hipotecário Adicional e o Arrendador Mestre avencem por escrito perante a Arrendatária que os direitos do Credor Hipotecário Adicional e do Arrendador Mestre sobre o Bem Arrendado ficarão sujeitos aos termos do presente Contrato, inclusive, aos direitos da Arrendatária às disposições de uso, posse e gozo mansos e pacíficos contidas no presente Contrato. As obrigações da Arrendadora de cumprir os termos e condições do presente Contrato permanecerão em pleno vigor, não obstante a instituição de qualquer Instrumento Adicional de Hipoteca ou Arrendamento Mestre. A Arrendadora não instituirá qualquer Instrumento Adicional de Hipoteca nem celebrará qualquer Arrendamento Mestre que viole os termos desta Cláusula 14.6.

15. LEI DE REGÊNCIA E JURISDIÇÃO

15.1 Lei de Regência

O PRESENTE CONTRATO, EM TODOS OS ASPECTOS, INCLUSIVE, TODAS AS MATÉRIAS DE INTERPRETAÇÃO, VALIDADE E CUMPRIMENTO, SERÃO REGIDOS E INTERPRETADOS DE

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ACORDO COM AS LEIS DO ESTADO DE NOVA YORK APLICÁVEIS A CONTRATOS CELEBRADOS NO ESTADO DE NOVA YORK POR RESIDENTES DO ALUDIDO ESTADO E A SEREM CUMPRIDOS INTEGRALMENTE NO ALUDIDO ESTADO.

15.2 Anuência à Jurisdição

A Arrendadora e a Arrendatária por este ato avençam, em caráter irrevogável, submeterem-se à jurisdição não exclusiva do Tribunal Distrital dos Estados Unidos do Distrito Sul de Nova York e da Suprema Corte do Estado de Nova York localizada no Distrito de Manhattan, Condado de Nova York (os "Tribunais Acordados") na hipótese de quaisquer reivindicações ou litígios decorrentes do presente Contrato. Essa submissão à jurisdição não será interpretada de modo a limitar o direito de qualquer das partes de instaurar processo contra a outra parte em qualquer jurisdição que lhe pareça conveniente, tampouco a instauração de processo em qualquer uma ou mais jurisdições impedirá a instauração de processo em qualquer outra jurisdição, concomitantemente ou não. Sentença transitada em julgado contra a Arrendadora ou a Arrendatária em qualquer tal processo será conclusiva e poderá ser executada em qualquer outra jurisdição mediante homologação da sentença estrangeira ou conforme de outro modo permitido pelas Leis Aplicáveis, cuja cópia autenticada ou fiel será prova conclusiva dos fatos e do valor de qualquer dívida ou responsabilidade da Arrendadora ou da Arrendatária. Tanto a Arrendadora quanto a Arrendatária por este ato renunciam, em caráter irrevogável, a qualquer exceção de incompetência *ratione loci* que possam atualmente ou futuramente apresentar no tocante a qualquer processo, ação ou procedimento movido em qualquer Tribunal Acordado, e renunciam em caráter irrevogável a qualquer argüição de que qualquer tal processo, ação ou procedimento movido em qualquer Tribunal Acordado tenha sido movido em foro incompetente. Além dos Tribunais Acordados e sem prejuízo da aceitação dos Tribunais Acordados, a Arrendatária também aceita expressamente a jurisdição não exclusiva dos tribunais localizados na Cidade de Belo Horizonte, Estado de Minas Gerais, Brasil.

15.3 Renúncia a Julgamento por Tribunal do Júri

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AAT 70001
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Cláudio Alberto R. Araújo - Tab. Substituto
Cássia Maria de Souza - Tab. Substituta
Antônio Carlos Faria - Esc. Autorizado

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A ARRENDATÁRIA E A ARRENDADORA POR ESTE ATO RENUNCIAM A JULGAMENTO POR TRIBUNAL DO JÚRI EM QUALQUER PROCESSO JUDICIAL DO QUAL SEJAM PARTE QUE ENVOLVA, DIRETA OU INDIRETAMENTE, QUALQUER MATÉRIA DECORRENTE DO PRESENTE CONTRATO OU A ELE RELACIONADA.

15.4 Citação

(a) Sem prejuízo de qualquer outra modalidade de citação, a Arrendatária (i) nomeia [LEXIS Document Services, 125 Park Avenue, 23rd Floor, New York, New York 10017] seu agente para recebimento de citação no tocante a qualquer procedimento perante os Tribunais Acordados em razão do presente Contrato e avença manter o agente para recebimento de citação localizado em Nova York, Nova York notificado; e (ii) avença que a não notificação da Arrendadora por parte do agente para recebimento de citação não invalidará o procedimento em questão.

(b) Sem prejuízo de qualquer outra modalidade de citação, tanto a Arrendadora quanto a Arrendatária anuem à entrega, referente a qualquer citação que envolva, direta ou indiretamente, qualquer matéria decorrente do presente Contrato ou que a ele se refira por correio registrado do Serviço Postal dos Estados Unidos (com porte pago e aviso de recebimento), de cópia da citação para o endereço da Arrendatária identificado na Cláusula 16.10(b).

16. DISPOSIÇÕES GERAIS

16.1 Renúncias, Remédios Cumulativos

Os direitos da Arrendadora ou da Arrendatária ao amparo do presente Contrato poderão ser exercidos com a periodicidade necessária, são cumulativos e não excludentes dos direitos da parte em questão ao amparo de qualquer lei, podendo ser renunciados somente por escrito e expressamente. A demora no exercício ou o não exercício de qualquer tal direito não constitui renúncia do mesmo.

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16.2 Delegação de Poderes

A Arrendadora ou quaisquer Financiadores poderão delegar a qualquer Pessoa ou Pessoas as atribuições, poderes ou discricionariedade a qualquer deles conferidos por força do presente Contrato, podendo qualquer tal delegação ser feita nos termos e condições e observados os regulamentos (inclusive, o poder de substabelecer) que a Arrendadora ou o Financiador em questão, respectivamente, reputar conveniente a seu exclusivo critério.

16.3 Destinação

Se qualquer importância paga ou recebida no tocante às responsabilidades da Arrendatária por força do presente Contrato for inferior ao valor à época devido, a Arrendadora poderá destinar a importância em questão aos valores devidos por força do presente Contrato nas proporções e ordem de prioridade e, de modo geral, da forma que a Arrendadora vier a determinar.

16.4 Indenização em Moeda

(a) Se a Arrendadora receber valor referente à responsabilidade da Arrendatária prevista no presente Contrato ou se essa responsabilidade for convertida em reivindicação, prova, sentença ou ordem em moeda, que não Dólares dos Estados Unidos (a "moeda contratual"), em que o valor esteja expresso para pagamento nos termos do presente Contrato:

(i) a Arrendatária indenizará a Arrendadora, sob a forma de obrigação independente, por qualquer perda decorrente da conversão em questão;

(ii) se o valor recebido pela Arrendadora, quando convertido na moeda contratual (à taxa de mercado à qual a Arrendadora seja capaz, na pertinente data, de comprar a moeda con-

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tratual na Cidade de Nova York com tal outra moeda) for inferior ao valor devido na moeda contratual, a Arrendatária, imediatamente quando exigido, pagará à Arrendadora valor na moeda contratual igual ao déficit; e

(iii) a Arrendatária pagará à Arrendadora, quando exigido, quaisquer custos de câmbio e Impostos devidos em razão da conversão.

(b) A Arrendatária renuncia, na extensão permitida pelas Leis Aplicáveis, a qualquer direito que possa ter em qualquer jurisdição de pagar qualquer valor previsto no presente Contrato em moeda, que não naquela em que aludido valor esteja expresso para pagamento.

16.5 Pagamento pela Arrendadora

A Arrendadora não ficará obrigada a pagar quaisquer valores à Arrendatária por força do presente Contrato, desde que quaisquer importâncias à época devidas pela Arrendatária por força do presente Contrato permaneçam não pagas, devendo quaisquer tais valores que seriam de outro modo devidos vencer somente se e quando a Arrendatária tiver pago todas essas importâncias.

16.6 Independência entre Disposições

Se uma disposição do presente Contrato for ou tornar-se ilegal, inválida ou inexeqüível em qualquer jurisdição, tal fato não afetará:

(a) a legalidade, validade ou exeqüibilidade, na jurisdição em questão, de qualquer outra disposição do presente Contrato; nem

(b) a legalidade, validade ou exeqüibilidade, em qualquer outra jurisdição, da disposição em questão ou de qualquer outra disposição do presente Contrato.

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16.7 Remédio

Caso a Arrendatária deixe de cumprir qualquer disposição do presente Contrato, a Arrendadora poderá, sem ficar de qualquer modo obrigada a assim proceder ou responsável por assim proceder, e sem prejuízo da capacidade da Arrendadora de tratar o descumprimento como Inadimplemento, proceder ao cumprimento por conta da Arrendatária, hipótese em que a Arrendatária ficará responsável pelo pagamento imediato de quaisquer importâncias despendidas pelas Arrendadora, juntamente com todos os custos e despesas (inclusive, custos razoáveis de advogados) necessariamente incorridos em função de tal cumprimento.

16.8 Despesas

(a) A Arrendadora e a Arrendatária arcarão, cada uma delas, com suas respectivas despesas (inclusive, despesas com advogados e outros profissionais e demais desembolsos) incorridas ou devidas em razão da negociação, elaboração e celebração do presente Contrato, ressalvando-se que a Arrendadora e a Arrendatária arcarão em partes iguais com os honorários e despesas do Advogado Brasileiro Especialmente Contratado.

(b) A Arrendatária pagará à Arrendadora, quando exigido, todas as despesas (inclusive, despesas com advogados, outros profissionais e desembolsos) incorridas ou devidas pela Arrendadora em razão da outorga de qualquer renúncia ou consentimento nos termos do presente Contrato.

(c) A Arrendatária pagará à Arrendadora, quando exigido, todas as despesas (inclusive, custos de advogados, de averiguação e de outra natureza) devidos ou incorridos pela Arrendadora em vista ou, de outro modo, em razão da execução ou preservação de quaisquer direitos da Arrendadora ao amparo do presente Contrato ou no tocante à retomada da Aeronave.

(d) A Arrendadora pagará à Arrendatária, quando exigido, todas as despesas (inclusive, custos de

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advogados) devidos ou incorridos pela Arrendatária em vista ou, de outro modo, em razão da execução ou preservação de quaisquer direitos da Arrendatária ao amparo do presente Contrato.

16.9 Prazo como Fator Essencial

O prazo estipulado no presente Contrato para a realização de todos os pagamentos devidos pela Arrendatária à Arrendadora e para o cumprimento das demais obrigações da Arrendatária previstas no presente Contrato que vençam em data especificada ou que possa ser determinada constituirá fator essencial do presente Contrato (observado, sempre, qualquer período de carência aplicável).

16.10 Avisos

(a) Todos os avisos e demais comunicações transmitidos nos termos do presente Contrato tomarão a forma escrita (inclusive, telefax) e serão redigidos em idioma inglês, sendo havidos por recebidos como segue:

(i) Se o aviso ou outra comunicação for enviado por telefax, será havido por recebido na data do recebimento, pelo remetente, de relatório de transmissão indicando que todas as páginas da transmissão de telefax foram devidamente transmitidas (a menos que o destinatário notifique o remetente prontamente, ou se recebido após às 17h30m, horário local, até, no mais tardar, às 10 horas, horário local, do Dia Útil imediatamente subseqüente.

(ii) Em qualquer outro caso, o aviso ou outra comunicação será havido por recebido quando entregue no endereço especificado na Cláusula 16.10(b).

(b) Todos os avisos, pedidos, exigências e demais comunicações serão enviados:

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(i) para a Arrendadora:

Aviation Capital Group Corp.
800 Newport Center Drive, Suite 425
Newport Beach, California 92660
U.S.A.
Atenção: Diretor Administrativo
Telefone: +1-949-219-4600
Telefax: +1-949-759-5675

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Cássia Maria de Souza - Tab.
Antônio Carlos Farle - Esc.
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AAT 70006

(ii) para a Arrendatária:

Total Linhas Aéreas S/A
Rua Boaventura, 2312 Hangar 6
Jaraguá-Belo Horizonte-MG
CEP – 31270 – 310 Brasil
Atenção:
Telefone: 55-31 3441-6444
Telefax: 55-31 3491-3578

ou para outro endereço ou número de telefax que tenha sido notificado por uma parte à outra da forma estabelecida nesta Cláusula 16.10.

16.11 Totalidade das Avenças em Caráter Exclusivo

O presente Contrato constitui, em caráter exclusivo, a totalidade das avenças havidas entre a Arrendadora e a Arrendatária com relação ao arrendamento da Aeronave, cancelando e substituindo todas as avenças anteriores relacionadas ao aludido arrendamento. Os termos e condições do presente Contrato somente

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poderão ser alterados por instrumento escrito firmado por ambas as partes ou por seus representantes legais.

16.12 Indenizações

Todos os direitos que devam ser conferidos a cada Parte a Indenizar nos termos do presente Contrato (que não a qualquer Financiador) são conferidos à Arrendadora na qualidade de representante da Parte a Indenizar em questão.

16.13 Vias

O presente Contrato poderá ser firmado em uma ou mais vias, constituindo cada uma delas, isoladamente, uma via original e, em conjunto, um único e o mesmo Contrato.

16.14 Idioma Inglês

Todos os documentos entregues à Arrendadora em conformidade com o presente Contrato estarão redigidos em idioma inglês ou, caso não estejam em idioma inglês, serão acompanhados de tradução juramentada para o inglês. Caso haja qualquer incompatibilidade entre a versão em inglês do presente Contrato e qualquer versão em qualquer outro idioma, prevalecerá a versão em inglês.

16.15 Medidas Assecuratórias Adicionais

A Arrendatária, pronta e devidamente, celebrará e entregará à Arrendadora ou ao Credor Hipotecário os demais documentos e garantias e praticará os demais atos que a Arrendadora ou o Credor Hipotecário venha de tempo em tempo a razoavelmente solicitar a fim de levar a cabo de maneira mais eficaz a intenção e propósito do presente Contrato e estabelecer e proteger o domínio da Arrendadora sobre o Bem Arrendado, o direito de garantia do Credor Hipotecário sobre o Bem Arrendado e os Documentos do Arrenda-

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mento, os interesses de qualquer cessionário subseqüente e os direitos e remédios da Arrendadora instituídos ou que se pretenda instituir ao amparo dos Documentos do Arrendamento.

16.16 Confidencialidade

Nem a Arrendadora nem a Arrendatária, sem o consentimento prévio por escrito da outra parte, comunicarão ou divulgarão os termos do presente Contrato ou quaisquer informações ou documentos fornecidos em conformidade com o presente Contrato (exceto à medida que os mesmos já sejam de domínio público) a quaisquer terceiros (que não a qualquer Financiador, qualquer Cessionário em potencial, qualquer investidor relevante da Arrendatária ou credor da Arrendatária, Credores Hipotecários Adicionais ou Arrendadores Mestres, respectivos consultores jurídicos externos, auditores, corretores de seguro ou seguradoras da Arrendadora, da Arrendatária e das partes em questão, e ao Fabricante da Aeronave e ao Fabricante dos Motores), ficando estabelecido que a divulgação em questão será permitida, à medida que exigida:

(a) em conformidade com ordem de qualquer tribunal competente; ou

(b) em conformidade com procedimento probatório em qualquer processo perante qualquer tal tribunal; ou

(c) em conformidade com qualquer lei ou regulamento que tenha força de lei; ou

(d) em conformidade com exigência lícita de qualquer autoridade, cujas exigências a parte divulgadora esteja obrigada nos termos da lei a cumprir; ou

(e) a fim de aperfeiçoar qualquer cessão de quaisquer garantias que possam ser cedidas.

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E por estarem assim justas e contratadas, a Arrendadora e a Arrendatária firmam o presente Contrato de Arrendamento de Aeronave 22007 na data a princípio consignada.

AVIATION CAPITAL GROUP CORP.
Por: (assinatura ilegível)
Nome: Kenneth D. Basch
Cargo: Procurador

TOTAL LINHAS AÉREAS S/A
Por: (assinatura ilegível)
Nome: Alfredo Meister Neto
Cargo: Presidente

Por: (assinatura ilegível)
Nome: Gladison Alberto Piasera
Cargo: Gerente de Contratos

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Testemunhas:
(assinatura ilegível)
Nome: Márcia Alves Roque
RG: 05.923.918-6 IFP - RJ
CPF: 798.975.417-72

(assinatura ilegível)
Nome: Deílson Cunha Matoso
CPF: 623.836.128-04

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Nota do Tradutor: (1) Foram reconhecidas, por semelhança, as firmas de Alfredo Meister Neto, Gladison Alberto Piasera e Deílson Cunha Matoso pelo Serviço Notarial do 10º Ofício de Belo Horizonte, em 14/06/02; (2) foram reconhecidas, por semelhança, as firmas de Kenneth David Basch e Márcia Alves Roque pelo 4º Tabelião de Notas de São Paulo, em 18/06/02.

****

ANEXO 1 - DESCRIÇÃO DO BEM ARRENDADO

Parte 1 - Especificação da Aeronave

IDENTIFICAÇÃO:

Modelo da Aeronave:	Aeronave de Carga Boeing 727-2A1HK
Marca de Registro:	
Número de Série:	22007
Ano de Fabricação:	1980

DADOS SOBRE PESO:

Peso Bruto Máximo para Taxear:	191.000 lbs.
Peso Bruto Máximo para Decolagem:	190.500 lbs.
Peso Bruto Máximo para Pouso:	154.500 lbs.
Peso Máximo sem Combustível:	140.000 lbs.

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Tara:	106.300 lbs.
Capacidade de Combustível:	58.196 lbs / 8.686 galões americanos

EQUIPAMENTOS DA FUSELAGEM E INTERNOS:

Armários para Comissaria	três	locais:	___ dianteiro; ___ traseiro
Banheiros	três	locais:	___ dianteiro; ___ traseiro
Escadas		locais:	___ dianteiro
Assentos de Passageiro		Tipos:	

MOTORES:

Fabricante:	Pratt & Whitney	Pratt & Whitney	Pratt & Whitney
Posição	Nº 1	Nº 2	Nº 3
Modelo:	JT8D-15A	JT8D-15A	JT8D-15A
Números de Série:	[.....]	[.....]	[.....]

APU:

Fabricante:	[.....]
Modelo:	[.....]

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Número de Série: [.....]

TREM DE POUSO:

Posição:	Nariz	Principal Esquerda	Principal Direita
Fabricante:	[.....]	[.....]	[.....]
Número da Peça:	[.....]	[.....]	[.....]
Número de Série:	[.....]	[.....]	[.....]

PRINCIPAIS EQUIPAMENTOS DE VÔO:

Descrição	Fabricante	Peça Nº	Qte.

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ANEXO 1 DESCRIÇÃO DO BEM ARRENDADO

Parte 2 Documentos da Aeronave

1. Manuais: Os manuais abaixo serão entregues com a Aeronave. Cada manual será atual e incluirá todas as revisões temporárias. Cada manual estará redigido em idioma inglês.

   (a) FAA – Manual Aprovado de Vôo de Aeronaves.

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(b) Controle de Peso e Balanceamento e Manual de Carregamento de Carga e Complementos (ficha de carga e de triagem) para incluir os últimos papéis de trabalho de peso e equilíbrio, assim como lista de equipamentos de entrega.

(c) Manual de Operações e Guia de Referência Rápida

(d) Manual de Reparo Estrutural

(e) Manuais de Manutenção da Aeronave.

(f) Catálogo Ilustrado de Peças da Aeronave/Motor/ /APU (Customizado à Arrendatária)

(g) Manual de Fiação

2. Documentação das Diretrizes de Aeronavegabilidade ("DAs"): Os dados abaixo serão fornecidos bem como todos os registros associados ao cumprimento das DAs:

(a) Listagem única, completa e atual da situação das DAs de cada fuselagem, acessório, Motor e Diretriz de Aeronavegabilidade da APU aplicável a cada Aeronave, acessório, Motor e APU. A lista será datilografada, atestada e firmada por representante de garantia da qualidade autorizado da Arrendatária.

(b) A Arrendatária fornecerá cópias legíveis da documentação de conclusão que dará atendimento a cada DA. Se as DAs constituírem documentação de inspeção repetitiva, será suficiente o último atendimento. Caso os documentos de conclusão originais não estejam disponíveis, a Arrendatária fornecerá, no mínimo, cópia da ficha de serviço do pedido de engenharia que tenha atendido às DAs, além de carta de certificação firmada pelo departamento de aeronavegabilidade da Arrendatária indicando que a DA em questão foi atendida em certa ocasião, ciclos e data, fazendo re-

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ferência a toda a documentação de suporte pertinente (ou seja, pedido de engenharia, meios alternativos de cumprimento, etc.). No entanto, qualquer DA que tenha sido atendida por meios alternativos de cumprimento deverá ter toda a documentação original e as aprovações das autoridades aeronáuticas necessárias.

(c) Isenções ou dispensas, se houver, outorgados por qualquer autoridade aeronáutica no cumprimento de uma DA, inclusive, cópia da solicitação de isenção.

3. Documentação de Engenharia:

(a) Deverá ser fornecida listagem única e atual em idioma inglês dos seguintes itens:

(i) Situação do Boletim de Serviço.

(ii) Listagem dos reparos de vulto, se pertinente;

(iii) Listagem do Certificado de Suplementação, se houver.

(b) Pacote de dados que cubra todos os reparos ou alterações aprovados pelas autoridades que não sejam de fabricante nem aeronáuticos, inclusive, quaisquer entregas a autoridades aeronáuticas para aprovação, se pertinente.

4. Documentação Adicional:

(a) Relatórios de Confiabilidade Publicados Trimestralmente dos últimos 3 meses (um ano, se pertinente)

(b) Mapa de localização de equipamentos de emergência com descrição

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(c) Desenhos de configuração interior

(d) Lista de Equipamentos de Passageiro/Carga (assentos, armários da comissaria, banheiros)

(e) Papéis de trabalho completos da última revisão geral Check "D"

(f) Ficha de aferição da bússola

(g) Todos os registros de duração das montagens e peças rotativas instaladas durante a última revisão geral do trem de pouso do nariz e principal esquerdo e direito.

5. Registros Individuais da Aeronave e Motores:

(a) Carta de Declaração de cada acidente de monta com a aeronave/motor ou incidente de monta que incluirá documentação de suporte, se houver

(b) Dados de Monitoramento do Motor de cada Motor;

(c) Caderneta Técnica da Aeronave dos últimos 6 (seis) meses de operação (na devolução)

(d) Etiquetas de próprio para serviço/revisão geral para todas as peças de duração limitada e componentes enquadrados no conceito *hard time* listados na relação de componentes rotativos (com relação ao Prazo de Vigência apenas)

(e) Listagem da situação dos componentes da Aeronave, Motor e APU pela Posição TBO-TSO-TSN de Descrição P/N-S/N, tempo total, próxima ocasião de atendimento, inclusive chaves de interpretação (Lista de Componentes Rotativos)

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(f) Cadernetas do Motor e da APU

(g) Condição de tempo da Aeronave e Motor na devolução com número de série, tempo total, ciclos totais e datas da última inspeção por carta

(h) Todos (i) os registros do Motor e APU da última inspeção não programada de manutenção pesada; (ii) origem de cada peça de prazo limitado do Motor; e (iii) documentos relativos ao último teste do grupo de propulsão montado na Aeronave dos Motores e APU

(i) Documentos de entrega do fabricante do Motor portando número de série do fabricante _____

(j) Caderneta de Aptidão para Serviço da Aeronave (do fabricante da aeronave)

(k) Cópias de todas as Alterações Principais (AP) feitas na Aeronave, se houver

(l) Aprovações de autoridades aeronáuticas e relatórios de certificação de operador para alterações, modificações e reparos de monta que não estejam cobertos pelos boletins de serviço do fabricante

(m) Condição de resistência a fogo de todos os assentos, tecido/material interior, inclusive, documentação e certificação de teste de queima

(n) Relatório Atual da Situação de CPCP

(o) Lista atual discriminando todos os itens/componentes objeto de dispensa não aprovados pela FAR Part 121.

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ANEXO 2 CONDIÇÃO OPERACIONAL NA ENTREGA

Na Data de Entrega a Aeronave estará nas condições descritas abaixo:

1. Condição Geral

A Aeronave estará:

(a) limpa de acordo com os principais padrões da indústria de aviação internacional;

(b) em condições de aeronavegabilidade, em conformidade com o desenho de seu tipo, bem como em condições para operação segura, com todos os equipamentos, componentes e sistemas operando de acordo com seus usos pretendidos e dentro dos limites estabelecidos pelo fabricante e aprovados pela FAA, e com todas as discrepâncias de piloto e itens de manutenção diferida solucionados, em bases de ação reparadora;

(c) de posse de certificado de aeronavegabilidade para fins de exportação válido com relação à Aeronave, emitido pela Autoridade Aeronáutica dos Estados Unidos;

(d) com zero Horas de Vôo (ressalvados vôos de teste e aceitação) desde o momento em que foi submetida a um *Check-C* em conformidade com o MPD, antes da Data de Entrega Programada;

(e) dando atendimento a todas as diretrizes de aeronavegabilidade aprovadas e ordens compulsórias

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que afetem a Aeronave emitidas pela FAA ou pela JAA que tenham que ser atendidas anteriormente à Data de Entrega, em bases de ação reparadora;

(f) sem nenhuma necessidade de inspeção ou *check* do fabricante que seja especial ou único, específico da Aeronave, a menos que nenhuma medida reparadora esteja disponível junto a qualquer fonte;

(g) isenta de quaisquer vazamentos relacionados a sistemas;

(h) com todos os reservatórios de fluidos (inclusive combustível, óleo, oxigênio, hidráulico e água) cheios, e com o tanque de resíduos em boa condição de manutenção, de acordo com as instruções do fabricante;

(i) com todos os sinais e marcações limpos, seguros e legíveis; e

(j) pintada de branco de acordo com as práticas padrões do setor e com as instruções do fabricante para pintura, evitando-se respingo de tinta em quaisquer outras superfícies.

2. Peças

(a) Todas as Peças de duração limitada ou enquadradas no conceito de *hard time*, com exclusão de Peças do Motor, estarão com não menos do que 3.600 Horas de Vôo, 3.600 Ciclos ou 18 meses (prevalecendo o fator que for mais restritivo) remanescentes até a próxima remoção programada, de acordo com o MPD.

(b) Cada Peça com limitação de calendário (inclusive Peças com hard time controlado com limites de calendário mas com exclusão de Peças de Motor) terão ao menos 18 meses remanescentes até a próxima remoção ou revisão geral programada de acordo com o MPD.

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(c) Cada Peça "em condição" e "com condição monitorada" estará em condição de uso de acordo com o MPD.

3. Motores

(a) Cada Motor terá pelo menos 2.500 Ciclos remanescentes até a próxima substituição de CER ou LLP programada, segundo o programa de manutenção existente.

(b) Nenhum Motor estará em "sob observação de engenharia", em inspeção com periodicidade reduzida ou de outro modo portará qualquer defeito que reduza as Horas de Vôo ou Ciclos (prevalecendo o que for mais restritivo) de vida remanescente, de acordo com os requisitos de aeronavegabilidade ou os requisitos do Fabricante do Motor, até a próxima revisão geral para menos de 2.500.

(c) Cada Motor estará em condição que possa operar a potência de decolagem máxima a nível do mar com margem E.G.T. de 151C.

4. Fuselagem, Janelas e Portas

(a) A fuselagem não apresentará qualquer mossa, corrosão ou desgaste que exceda aos limites do SEM, e estará isenta de remendos e de rebites soltos, arrancados ou faltantes.

(b) As janelas não apresentarão qualquer descascamento, manchas ou rachaduras que excedam dos parâmetros prescritos no manual de manutenção do Fabricante da Fuselagem, e estarão devidamente vedadas.

(c) As portas apresentarão livre movimentação e estarão corretamente montadas, equipadas com

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travas em perfeitas condições de uso.

5. Asas e Conjunto da Cauda

(a) Os bordos de ataque não apresentarão qualquer dano que exceda das limitações do SEM.

(b) Todos os capôs e tampas de acesso não pintados estarão polidos.

(c) Todas as asas estarão isentas de vazamentos de combustível.

6. Interior

(a) O interior estará em perfeitas condições de uso.

(b) Todos os equipamentos de emergência que dispõem de vida fixada em calendário terão, como um mínimo, um ano ou 100% de sua vida total aprovada remanescente, prevalecendo o que for menor.

(c) Todas as cortinas, carpetes, capas de assentos e almofadas de assentos estarão limpos e livres de manchas ou áreas desgastadas (esgarçadas), e atenderão às normas de resistência a fogo do FAR, tais como aplicáveis a um operador *FAR Part* 121.

7. Cabina

(a) Todas as janelas de inspeção estarão livres de manchas e rachaduras, limpas, seguras e repintadas, conforme necessário.

(b) Todas as coberturas de assoalho estarão limpas e devidamente vedadas.

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(c) Todas as capas de assentos estarão em bom estado, limpas e livres de manchas, e atenderão às normas de resistência a fogo do FAR, tais como aplicáveis a um operador *FAR Part* 121.

(d) Todos os assentos estarão em condições de uso, em bom estado e repintados, conforme necessário.

8. Compartimentos de Carga

(a) Todos os painéis estarão em bom estado e devidamente vedados.

(b) Todas as redes estarão em bom estado.

(c) Os compartimentos de carga atenderão às normas de resistência e contenção de fogo do FAR, tais como aplicáveis a um operador *FAR Part* 121.

9. Trem de Pouso

(a) Os componentes do trem de pouso principal e do nariz, bem como os respectivos atuadores e peças terão passado por todas as inspeções cobrindo período não inferior a 12 meses, 3.000 Horas de Vôo ou 3.000 Ciclos de operação (prevalecendo o que for mais restritivo).

(b) Os pneus e freios terão desgaste de 50% remanescente até a próxima remoção, conforme os limites operacionais especificados pelo fabricante.

(c) O trem de pouso e os alojamentos das rodas estarão limpos, livres de vazamentos e com os reparos necessários.

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10. APU

(a) A APU estará em condições de funcionamento, de acordo com o MPD.

(b) A APU não terá mais do que 1.500 Horas de Vôo de operação desde sua última inspeção em sessão quente.

****

ANEXO 3 - CONDIÇÃO OPERACIONAL NA DEVOLUÇÃO

Na Data de Término ou quando da devolução da Aeronave, seja por que motivo for, observado o desgaste normal havido de modo geral, a Aeronave estará nas condições descritas abaixo:

1. Condição Geral

A Aeronave:

(a) estará limpa de acordo com os principais padrões da indústria de aviação internacional;

(b) terá instalada a complementação completa representada pelos motores e demais equipamentos, peças e acessórios bem como equipamentos avulsos exigidos nos termos do Programa de Manutenção Aprovado, usualmente instalada em outras aeronaves do mesmo modelo operadas pela Arrendatária (juntamente com quaisquer respectivos acréscimos, melhorias ou substituições realizados de acordo com o presente Contrato), estando ademais em condições adequadas para operação comercial imediata;

(c) estará em condições de aeronavegabilidade e dando atendimento a todas as exigências da Auto-

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ridade Aeronáutica no Brasil, assim como também em plena consonância com todas as diretrizes de aeronavegabilidade da FAA, em conformidade com o desenho de seu tipo, bem como em condições para operação segura, com todos os equipamentos, componentes e sistemas operando de acordo com seus usos pretendidos e dentro dos limites estabelecidos pelo fabricante e aprovados pela Autoridade Aeronáutica, e com todas as discrepâncias de piloto e itens de manutenção diferida solucionados, em bases de ação reparadora;

(d) contará com Certificado de Aeronavegabilidade para Fins de Exportação, na forma de praxe para a categoria de transporte, emitido pela Autoridade Aeronáutica em conformidade com a Lei da Aviação e o JAR ou, se solicitado pela Arrendadora, de posse de certificado de aeronavegabilidade para fins de exportação válido emitido pela Autoridade Aeronáutica, tendo por objeto a Aeronave e destinado a país designado pela Arrendadora, atendendo, ademais, de modo incondicional, a todos os requisitos da Autoridade Aeronáutica para operação imediata;

(e) estará dando atendimento à especificação original do fabricante, na medida que o fazia na Data de Entrega, observadas eventuais modificações efetuadas de conformidade com o presente Contrato após a referida data;

(f) terá sido submetida, imediatamente antes da devolução, a um novo *Check-C* de acordo com a Cláusula 12.2(a), de modo que todas as inspeções da Fuselagem vincendas nas próximas 3.000 Horas de Vôo operacionais, de acordo com o Programa de Manutenção Aprovado, terão sido realizadas;

(g) estará dando atendimento a todas as diretrizes de aeronavegabilidade vigentes e ordens compulsórias que afetem o modelo da Aeronave em questão, emitidas pela Autoridade Aeronáutica, pela FAA, pela JAA ou pelo DAC, que devam ser observadas durante o Prazo de Vigência, em bases de ação reparadora; as diretrizes de aeronavegabilidade e ordens compulsórias para as quais não tenha sido estabelecida uma ação reparadora serão atendidas dentro do mais alto nível

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de inspeção ou modificação permitido;

(h) estará sem nenhuma necessidade de inspeção ou *check* do fabricante que seja especial ou único, específico da Aeronave, a menos que nenhuma ação reparadora esteja disponível junto a qualquer fonte;

(i) terá nela instalados todos os pertinentes "kits" de boletim de serviço do vendedor ou do fabricante, recebidos gratuitamente pela Arrendatária, conforme adequado à Aeronave, e, na medida que não se encontrem instalados, os "kits" que tenham sido conservados pela Arrendatária serão fornecidos à Arrendadora gratuitamente;

(j) estará isenta de quaisquer vazamentos relacionados a sistemas;

(k) estará com todos os reservatórios de fluidos (inclusive combustível, óleo, oxigênio, hidráulico e água) cheios, e com o tanque de resíduos em boa condição de manutenção, de acordo com as instruções do fabricante;

(m) estará com todos os sinais e marcações limpos, seguros e legíveis; e

(n) terá removidas todas as insígnias da Arrendatária e terá sido lixada e pintada de branco ou pintada com as insígnias da próxima operadora, conforme identificado pela Arrendadora (para esse fim a Arrendadora fornecerá o esquema de pintura e o desenho do logotipo da próxima operadora, bem como pagará à Arrendatária quaisquer aumentos de custos associados às insígnias da próxima operadora), em todos os casos em conformidade com as práticas habituais do setor e as instrução do fabricante da tinta, evitando qualquer respingo sobre outras superfícies;

(o) A Arrendatária providenciará para que registros exatos, completos e atualizados de todos os vôos feitos pela Aeronave, bem como de toda manutenção, reparo, substituição, remoção, modifi-

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cação, alteração e acréscimo realizado ou efetuado na Aeronave, estejam atualizados e redigidos em inglês;

(p) A Aeronave tenha sido testada (em vôo e no solo) para verificação dos sistemas operacionais.

2. Peças

(a) Todas as Peças com vida limitada ou enquadradas no conceito de *hard time*, com exclusão de Peças de Motor, estarão com não menos do que 3.600 Horas de Vôo, 3.600 Ciclos ou 18 meses (prevalecendo o que for mais restritivo) remanescentes até a próxima remoção programada, de acordo com o Programa de Manutenção Programado.

(b) Cada Peça com limitação de calendário (inclusive Peças enquadradas no conceito de *hard time* com limites de calendário mas com exclusão de Peças de Motor) terão ao menos 18 meses remanescentes até a próxima remoção ou revisão geral programada de acordo com o Programa de Manutenção Programado.

(c) Qualquer LLP que, quando substituída, demandaria paralisação da Aeronave por mais de 24 horas, terá pelo menos 18 horas de vida remanescente até sua próxima remoção programada de acordo com o Programa de Manutenção Programado.

(d) Cada Peça "sob condição" e "com condição monitorada" estará em condição de uso de acordo com os parâmetros prescritos pela Autoridade Aeronáutica.

3. Motores

(a) Cada motor instalado na Aeronave será um Motor e (se não for o motor instalado na Entrega) estará, na medida que não anteriormente fornecido à Arrendadora, acompanhado de toda docu-

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mentação necessária à Arrendadora para comprovar que ela detém a propriedade do motor em questão, em conformidade com a Cláusula 8.17.

(b) Cada Motor terá pelo menos 3.000 Ciclos remanescentes até a próxima CER ou substituição de LLP programada, segundo o Programa de Manutenção Aprovado.

(c) Nenhum Motor estará sob "observação de engenharia", em inspeção com periodicidade reduzida ou de outro modo portará qualquer defeito que reduza as Horas de Vôo ou Ciclos (prevalecendo o que for mais restritivo) de vida remanescente, de acordo com os requisitos de aeronavegabilidade ou os requisitos do Fabricante do Motor, até a próxima revisão geral para menos de 3.000.

(d) Cada Motor estará em condição que possa operar a potência de decolagem máxima a nível do mar com margem E.G.T. de 151C.

(e)

4. Fuselagem, Janelas e Portas

(a) A fuselagem não apresentará qualquer mossa, corrosão ou desgaste que exceda dos limites do SEM, e estará isenta de remendos e de rebites soltos, arrancados ou faltantes.

(b) Os pára-brisas e janelas não apresentarão qualquer descascamento, manchas ou rachaduras que excedam dos parâmetros prescritos no manual de manutenção do Fabricante da Fuselagem, e estarão devidamente vedados.

(c) As portas apresentarão livre movimentação e estarão corretamente montadas, equipadas com travas em perfeitas condições de uso.

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5. Asas e Conjunto da Cauda

(a) Os bordos de ataque não apresentarão qualquer dano que exceda das limitações do SEM.

(b) Todos os capôs e tampas de acesso não pintados estarão polidos.

(c) Todas as asas estarão isentas de vazamentos de combustível.

6. Interior

(a) O interior estará em perfeitas condições de uso e com a configuração vigente na Data de Entrega.

(b) Todos os equipamentos de emergência que dispõem de vida fixada em calendário terão, como um mínimo, um ano ou 100% de sua vida total aprovada remanescente, prevalecendo o que for menor.

(c) Todas as cortinas, carpetes, capas de assentos e almofadas de assentos estarão limpos e livres de manchas ou áreas desgastadas (esgarçadas), e atenderão às normas de resistência a fogo do FAR, tais como aplicáveis a um operador *FAR Part* 121.

7. Cabina

(a) Todas as janelas de acesso estarão livres de manchas e rachaduras, limpas, seguras e repintadas, conforme necessário.

(b) Todas as coberturas de assoalho estarão limpas e devidamente vedadas.

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(c) Todas as capas de assentos estarão em bom estado, limpas e livres de manchas, e atenderão às normas de resistência a fogo do FAR, tais como aplicáveis a um operador *FAR Part* 121.

(d) Todos os assentos estarão em condições de uso, em bom estado e repintados, conforme necessário.

8. Compartimentos de Carga

(a) Todos os painéis estarão em bom estado e devidamente vedados.

(b) Todas as redes estarão em bom estado.

(c) Os compartimentos de carga atenderão às normas de resistência e contenção de fogo do FAR, tais como aplicáveis a um operador *FAR Part* 121.

9. Trem de Pouso

(a) Os componentes do trem de pouso principal e do nariz, bem como os respectivos atuadores e peças estarão em condição de uso com não menos do que 3.000 Ciclos ou 12 meses (prevalecendo o fator que for mais restritivo) remanescentes até a próxima Revisão Geral programada nos termos do Programa de Manutenção Aprovado.

(b) Os pneus e freios terão desgaste de 50% remanescente até a próxima remoção, conforme os limites operacionais especificados pelo fabricante.

(c) O trem de pouso e os alojamentos das rodas estarão limpos, livres de vazamentos e com os reparos necessários.

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10. APU

(a) A APU estará em condições de funcionamento, de acordo com o Programa de Manutenção Aprovado.

(b) A APU não terá mais do que _____ Horas de Vôo de operação desde sua última Revisão Geral.

(c) A APU terá no mínimo 3.000 ciclos até o primeiro item de limitação.

11. Corrosão

(a) A Aeronave estará dando atendimento ao CPCP e terá sido inspecionada e tratada quanto a corrosão conforme exigido pelo CPCP.

(b) Os tanques de combustível estarão livres de contaminação e corrosão, e o programa de tratamento de tanque de combustível que integra o Programa de Manutenção Aprovado estará em dia.

12. Despesas

(a) A Arrendatária corrigirá todas as discrepâncias dessas condições às suas expensas.

****

ANEXO 4 - EXIGÊNCIAS QUANTO A SEGURO

1. Os Seguros que deverão ser mantidos são os seguintes:

(a) CASCO "TODOS OS RISCOS" de perda ou dano em vôo ou no solo para a Aeronave pelo Va-

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lor Estipulado e com franquia não superior à Franquia do Seguro do Casco;

(b) CASCO GUERRA E RISCOS CORRELATOS, cobrindo os riscos de guerra excluídos da Apólice para Casco "Todos os Riscos", na medida que essa cobertura esteja disponível junto aos principais mercados internacionais de seguro, incluindo confisco e requisição pelo Estado de Registro, pelo Valor Estipulado;

(c) SEGURO DE BENS "TODOS OS RISCOS" (INCLUSIVE GUERRA E RISCO CORRELATO, exceto quando no solo ou em trânsito que não por ar ou mar) de todos os Motores e Peças quando não instalados na Aeronave (na medida que não cobertos pelos seguros de casco da Aeronave mencionados nas alíneas (a) e (b) acima) inclusive teste de Motor e riscos de funcionamento, em valor igual ao valor de reposição no caso dos Motores;

(d) AERONAVE TERCEIROS, LESÃO CORPORAL/DANOS MATERIAIS, PASSAGEIROS, BAGAGENS, CARGA E CORREIO E TERCEIROS EM GERAL DE COMPANHIAS AÉREAS (INCLUSIVE PRODUTOS) RESPONSABILIDADE CIVIL, em limite único combinado (Lesão Corporal/Dano Material) em valor não inferior à Cobertura Mínima de Responsabilidade Civil vigente à época para qualquer ocorrência isolada (mas, com relação a responsabilidade por produtos, esse limite poderá ser limite global para todos e quaisquer prejuízos ocorridos durante a constância da apólice, e, no que respeita a responsabilidade civil decorrente de certas infrações, o limite (dentro do aludido limite único combinado) poderá ser $25.000.000 para qualquer infração isolada e para o conjunto delas, e a responsabilidade civil por carga e correio poderá ficar sujeita ao limite de $1.000.000 para qualquer ocorrência); Guerra e Riscos Correlatos deverão estar também cobertos na Apólice, na medida que o seguro esteja disponível junto aos principais mercados internacionais de seguro. A Cobertura Mínima de Responsabilidade Civil poderá ser ajustada para cima de tempos em tempos em valor que venha a ser informado à Arrendadora pelos corretores de seguro como sendo a Cobertura Mínima de Responsabilidade Civil padrão aplicável a aeronaves da marca, modelo e série da Aeronave, operadas internacional-

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mente por companhias aéreas em posição similar a da Arrendatária. Caso a Arrendatária conteste qualquer tal ajuste, a matéria será encaminhada a uma corretor de seguro independente de renome indicado pela Arrendadora, cuja decisão, agindo na qualidade de perito, será conclusiva e obrigará a Arrendatária.

2. Todos os seguros de casco e peças sobressalentes obrigatórios, especificados nas Cláusulas 1(a), 1(b) e 1(c) acima, na medida que se refiram à Aeronave, deverão:

(a) prever que qualquer perda será liquidada pela Arrendatária (que se compromete a ouvir a Arrendadora e qualquer Credor Hipotecário a esse respeito) e que qualquer pedido de indenização que deva ser pago por conta de Perda Total será pago em Dólares à Arrendadora (a menos que e até que a Arrendadora notifique a Arrendatária de que tais pagamentos devam ser efetuados ao Credor Hipotecário) como beneficiária única até o Valor Estipulado, sendo que o valor da indenização por perda que exceder do Valor Estipulado deverá ser pago à Arrendatária, sendo qualquer outro pedido de indenização pago conforme necessário para a reparação do dano a que se refere;

(b) caso seguros separados de Casco "Todos os Riscos" e "Riscos de Guerra" sejam obtidos, incluir uma disposição 50/50 na forma do endosso AVS103 do Lloyd's ou em forma equivalente; e

(c) confirmar que as Seguradoras não terão o direito de substituir a Aeronave na hipótese de Perda Total.

3. Todos os seguros obrigatórios de responsabilidade civil especificados na Cláusula 1(d) acima:

(a) incluirão as Partes a Indenizar como segurados adicionais, de acordo com seus respectivos direitos e interesses, ficando estabelecido, entretanto, que a cobertura oferecida não abrangerá pedidos de indenização decorrentes de sua responsabilidade civil na qualidade de fabricante, mecânico ou encarregado de manutenção da aeronave, no todo ou em parte;

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(b) incluirá uma cláusula de autonomia de direitos;

(c) conterá uma disposição confirmando que a apólice é primária sem direito de regresso e que a responsabilidade das seguradoras não será afetada por qualquer outro seguro que beneficie qualquer Parte a Indenizar ou a Arrendatária; e

(d) acolherão e segurarão as disposições sobre indenização contidas neste Contrato, na medida dos riscos cobertos pela pertinente apólice ou apólices.

4. Todos os Seguros especificados nas Cláusulas 1(a) a (d) acima:

(a) estarão de acordo com as práticas normais do setor seguidas por Pessoas que operem aeronaves similares em circunstâncias similares;

(b) propiciarão cobertura de âmbito mundial, observadas as exclusões geográficas que sejam usuais e habituais para transportadoras em situação similar à da Arrendatária no caso de cobertura de Riscos de Guerra e Perigos Correlatos, conforme informado à Arrendadora e por ela aprovado, sendo que tal aprovação não será negada injustificadamente;

(c) reconhecerão que as seguradoras têm ciência de que a Aeronave é de propriedade da Arrendadora e encontra-se sujeita ao presente Contrato;

(d) preverão que, em relação aos direitos de cada um dos segurados adicionais, os Seguros não serão invalidados por qualquer ação ou omissão do Segurado que importe em violação de quaisquer dos termos, condições ou garantias das apólices;

(e) preverão que as Seguradoras renunciarão a quaisquer direitos de regresso e/ou sub-rogação em

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face de cada segurado adicional, na mesma medida que a Arrendatária o tenha renunciado ou não disponha de direito de ressarcimento em face do segurado adicional em questão nos termos do Arrendamento;

(f) preverão que os segurados adicionais não terão qualquer obrigação ou responsabilidade pelo pagamento de quaisquer prêmios (mas que se reservam o direito de pagar os mesmos caso qualquer deles opte por assim proceder) e que as Seguradoras renunciarão a qualquer direito de compensação ou contrareivindicação em face dos respectivos segurados adicionais que não em relação a prêmios em aberto com relação à Aeronave, qualquer Motor ou Peça;

(g) preverão que, exceto no caso de qualquer disposição de cancelamento ou rescisão automática constante das apólices ou dos respectivos endossos, o Seguro somente poderá ser cancelado ou alterado de modo relevante desfavorável aos segurados adicionais mediante a transmissão de aviso escrito à Arrendadora e a cada Financiador com no mínimo 30 dias de antecedência, exceto no caso de riscos de guerra (ou contaminação por radioatividade), para o qual será transmitido aviso escrito com sete dias de antecedência (ou período inferior que seja ou venha a ser de praxe no caso); e

(h) conterão cláusula sobre entrega de citação.

****

APENSO A CERTIFICADO DE ACEITAÇÃO

Certificado de Aceitação

O presente Certificado de Aceitação é entregue na data indicada no item 1 abaixo por Total Linhas Aéreas S/A ("Arrendatária") para AVIATION CAPITAL GROUP CORP. ("Arrendadora"), de conformidade com

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o Contrato de Arrendamento de Aeronave 22007, datado de ___ de _____ de 2002, celebrado entre a Arrendadora e a Arrendatária (o "Contrato"). Os termos em letras maiúsculas empregados mas não definidos neste Certificado de Aceitação terão os significados a eles atribuídos no Contrato.

1. Descrição da Aceitação

A Arrendatária pelo presente confirma à Arrendadora que às _____ horas G.M.T. do dia ___ de _____ de 2002, em _____, aceitou o quanto segue, de conformidade com as disposições do Contrato:

(a) uma fuselagem 1980 Boeing 727-2A1HK, portando número de série do fabricante 22008 e _____ e marca de registro _____;

(b) três motores Pratt & Whitney Modelo JT8D-15A, portando números de série do fabricante, _____, _____e _____;

(c) todas as Peças instaladas na Fuselagem e nos Motores, ou afixadas aos mesmos ou referentes aos mesmos; e

(d) os Documentos da Aeronave especificados na Parte 2 do Anexo 1 do Contrato.

2. Confirmação da Arrendatária. A Arrendatária confirma à Arrendadora que, no momento indicado acima, o qual constitui o momento da Entrega:

(a) as declarações e garantias da Arrendatária contidas nas Cláusulas 2.1 e 2.2 do Contrato ficam por este ato reiteradas;

(b) a Aeronave está segurada conforme prescrito no Contrato; e

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Cássia Maria do S... - Escrevente Autorizada
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(c) a Arrendatária confirma que foram afixados à Aeronave e aos Motores os avisos a prova de fogo prescritos no Contrato.

3. Confirmação da Arrendadora. A Arrendadora confirma à Arrendatária que, no momento indicado acima, o qual constitui o momento da Entrega, as declarações e garantias da Arrendadora contidas na Cláusula 2.4 do Contrato ficam por este ato reiteradas.

EM TESTEMUNHO DO QUE, a Arrendadora e a Arrendatária firmam o presente Certificado de Aceitação na data constante do Item 1 deste Certificado.

FIRMADO por conta de
AVIATION CAPITAL GROUP CORP.

Por: _____
Nome:
Cargo:

FIRMADO por conta de
TOTAL LINHAS AÉREAS S/A

Por: _____
Nome:
Cargo:

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Testemunhas:

_____
Nome:
RG:

_____
Nome:
RG:

****

APENSO B CERTIFICADO DE CONDIÇÕES DE ENTREGA

Certificado de Condições de Entrega

O presente Certificado de Condições de Entrega é entregue em ___ de _____ de 2002 por Total Linhas Aéreas S/A ("Arrendatária") para AVIATION CAPITAL GROUP CORP. ("Arrendadora"), de conformidade com o Contrato de Arrendamento de Aeronave 22007, datado de ___ de _____ de 2002, celebrado entre a Arrendadora e a Arrendatária (o "Contrato"). Os termos em letras maiúsculas empregados mas não definidos neste Certificado de Condições de Entrega terão o significado a eles atribuídos no Contrato.

1. Aceitação da Aeronave. A Arrendatária pelo presente confirma à Arrendadora que, de conformidade com as disposições do Contrato, a Arrendatária aceitou a fuselagem 1980 Boeing 727-2A1HK, portando número de série do fabricante 22007 e _____ e marca de registro _____, juntamente com três motores Pratt & Whitney Modelo JT8D-15A, portando números de série do fabricante _____, _____ e _____, e todas

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as Peças instaladas no Fuselagem e nos Motores, ou a afixadas aos mesmos ou referentes aos mesmos, bem como os Documentos da Aeronave, concordando a Arrendadora e a Arrendatária que a aludida Fuselagem, Motores e peças encontram-se no estado descrito no Apêndice 1 em apenso.

2. Confirmação das Condições de Entrega. A Arrendatária confirma à Arrendadora que no momento da aceitação do Bem Arrendado o mesmo atendia em todos os aspectos as condições prescritas para o ato da Entrega, nos termos da Cláusula 4.2 e Apenso 2 do Contrato, ressalvados os itens (se houver) elencados no Apêndice 2 ("Discrepâncias"). A Arrendadora e a Arrendatária avençam que as Discrepâncias (se houver) serão sanadas na forma descrita no Apêndice 2 em apenso.

EM TESTEMUNHO DO QUE, a Arrendadora e a Arrendatária firmam o presente Certificado de Condições de Entrega na data constante do preâmbulo deste Certificado.

FIRMADO por conta de
AVIATION CAPITAL GROUP CORP.

Por: _____
Nome:
Cargo:

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FIRMADO por conta de
TOTAL LINHAS AÉREAS S/A

Por: _____
Nome:

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Nome:
RG:

Nome:
RG:

****

APÊNDICE 1

POSIÇÃO DE MANUTENÇÃO NO ATO DA ENTREGA

DATA: _____, 200_

TEMPO DE FUSELAGEM:

Total de Horas de Vôo: [____]
Total de Ciclos: [____]

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LIMITES DA FUSELAGEM:

Tipo de *Check:*	*Check-C*
Periodicidade de *Check*:	[ ]
Tempo desde Último *Check*:	[ ]

DADOS DO MOTOR:

Posição:	No. 1	No. 2	No. 3
Modelo:	[ ]	[ ]	[ ]
Números de Série:	[ ]	[ ]	[ ]
Total das Horas de Vôo:	[ ]	[ ]	[ ]
Total dos Ciclos:	[ ]	[ ]	[ ]
Horas de Vôo desde a Última CER:	[ ]	[ ]	[ ]
Ciclos desde a Última CER:	[ ]	[ ]	[ ]
Horas de Vôo para o Próximo *Hard Limit*:	[ ]	[ ]	[ ]
Ciclos para o Próximo *Hard Limit*:	[ ]	[ ]	[ ]

APU:

Fabricante:	[ ]
Modelo:	[ ]
Número de Série:	[ ]
Total das Horas de Vôo:	[ ]

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Total dos Ciclos:	[ ]
Horas de Vôo desde a Última CER:	[ ]
Ciclos desde a Última CER:	[ ]
Horas de Vôo Remanescentes nas LLPs:	[ ]
Ciclos Remanescentes nas LLPs:	[ ]

LIMITES DO TREM DE POUSO:

Posição:	Nariz	Esquerdo	Direito
Periodicidade de Revisão Geral:	[ ]	[ ]	[ ]
Tempo desde Revisão Geral:	[ ]	[ ]	[ ]
Tempo para Próxima Revisão Geral:	[ ]	[ ]	[ ]

COMBUSTÍVEL A BORDO NO ATO DA ENTREGA: _____ lbs.

****

APÊNDICE 2

DIISCREPÂNCIAS

Descrição da Discrepância	Medida Corretiva Avençada

****

APENSO C - MODELO DE PARECER DE ADVOGADO

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Cláudio Alberto R. Araú[illegible]
Cássia Maria de Sou[illegible]
Antônio Carlos [illegible]

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[a ser fornecido]

****

APENSO D - MODELO DE PROCURAÇÃO PARA BAIXA DE REGISTRO

Procuração Irrevogável

Pela presente Procuração Irrevogável, TOTAL LINHAS AÉREAS S/A, sociedade anônima constituída e existente segundo as leis do Brasil, com sede na Rua Boaventura, 2312 Hangar 6, Jaraguá, Belo Horizonte, Minas Gerais, CEP 31270-310, Brasil (designada, em conjunto com seus sucessores e cessionários, "Arrendatária"), nomeia e constitui em caráter irrevogável AVIATION CAPITAL GROUP CORP., com sede em 800 Newport Center Drive, Suite 425, Newport Beach, Califórnia 92660, E.U.A.(a "Arrendadora"), agindo isoladamente e independentemente da autorização de qualquer outra pessoa, sua bastante procuradora, podendo a Arrendadora praticar quaisquer dos seguintes atos em nome e por conta da Arrendatária, com relação à fuselagem Boeing 727-2A1HK, que porta nº de série do fabricante 22007 e _____, marca de registro brasileira P_____, inclusive os motores e todas e quaisquer peças instaladas na referida fuselagem ou a ela relativas (em conjunto, a "Aeronave"), arrendada pelo Arrendadora à Arrendatária de conformidade com o Contrato de Arrendamento de Aeronave 22007, datado de 12 de junho de 2002, celebrado entre a Arrendadora e a Arrendatária (o "Arrendamento"):

1. No exercício dos direitos da Arrendadora ao amparo do Arrendamento para retomada da Aeronave da Arrendatária após a rescisão do Arrendamento em razão de Hipótese de Inadimplemento nos termos do Arrendamento ou para a rescisão do Arrendamento, seja por que motivo for, a Arrendadora poderá praticar quaisquer atos e poderá firmar em nome e por conta da Arrendatária todos e quaisquer documentos, requerimentos e instrumentos que possam a qualquer tempo se fazer necessários a fim de (a) promover a retomada da Aeronave pela Arrendadora; (b) promover a baixa da Aeronave do registro mantido pelo Departamento de Aviação Civil

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(DAC) (a "Autoridade Aeronáutica"), (c) obter qualquer documento (quer tenha a natureza de licença de exportação, certificado de aeronavegabilidade para exportação ou outra natureza) que se faça necessário para o fim de cancelamento do registro da Aeronave junto à Autoridade Aeronáutica e/ou para assegurar a exportação da Aeronave a partir do Brasil, (d) exportar a Aeronave após a expiração do Arrendamento, e (e) representar a Outorgante perante qualquer autoridade pública brasileira, quer da órbita federal, estadual ou municipal, inclusive, mas sem limitação, o Departamento de Aviação Civil - DAC do Ministério da Aeronáutica, a Comissão de Coordenação do Transporte Aéreo Civil - COTAC, o Departamento de Comércio Exterior do Ministério da Economia (DECEX), a Secretaria da Receita Federal do Brasil, o Banco Central do Brasil, bem como quaisquer órgãos alfandegários ou departamentos que venham a suceder quaisquer das aludidas entidades em suas funções ou atribuições, a fim de cancelar o registro da Aeronave junto ao Registro Aeronáutico Brasileiro.

2. De conformidade com o Arrendamento, a Arrendatária está mantendo seguros de todos os riscos de casco e riscos de guerra cobrindo a Aeronave, e a Arrendadora foi nomeada beneficiária da respectiva apólice ou apólices de seguro na hipótese de perda total ou perda total presumida da Aeronave, na hipótese de dano à Aeronave em valor superior a $100.000 ou na hipótese de dano à Aeronave enquanto "Hipótese de Inadimplemento" nos termos do Arrendamento tiver ocorrido e perdurar. A Arrendadora poderá praticar todos os atos e poderá firmar em nome da Arrendatária e por conta da Arrendatária todos e quaisquer documentos, requerimentos e instrumentos, inclusive firmar em nome da Arrendatária termo apropriado de quitação que possa a qualquer tempo se fazer necessário para que a Arrendadora arrecade a indenização de seguro ou negocie ou componha qualquer pedido de indenização nos termos de tais apólices de seguro.

3. No exercício dos direitos elencados nos itens 1 e 2, a Arrendadora poderá praticar todos os demais atos e firmar todos os demais documentos que a Arrendadora reputar necessário ou conveniente, a seu critério exclusivo. No que respeita a tais documentos ou no que respeita a qualquer registro ou averbação a que tais documentos estejam sujeitos, a Arrendadora poderá representar a Arrendatária perante -- e apresentar qualquer documento, requerimento ou instrumento a -- quaisquer autoridades competentes, repartições e agências governamentais (inclusive, sem limitação, a Autoridade Aeronáutica) do Brasil, conforme seja necessário para a consecução dos fins supra citados.

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4. A Arrendatária por este ato se compromete a, de tempos em tempos e a todo tempo, indenizar a Arrendadora por quaisquer custos, pleitos, despesas e responsabilidades a que a Arrendadora ficar sujeita, em termos lícitos e razoáveis, no que diz respeito à presente Procuração Irrevogável e, mediante solicitação, a ratificar e confirmar tudo o que a Arrendadora vier a licita e razoavelmente praticar ou fazer com que seja praticado com base na presente Procuração Irrevogável.

5. A Arrendatária por este ato confere à Arrendadora plenos poderes e capacidade para substabelecer a presente Procuração a um ou mais procuradores para que venham a exercer em seu lugar na qualidade de procuradores da Arrendatária todos e quaisquer poderes aqui conferidos à Arrendadora, bem como para revogar qualquer tal substabelecimento de tempos em tempos e designar uma ou mais pessoas para tomar o lugar de tais procuradores, tudo conforme a Arrendadora venha a reputar conveniente de tempos em tempos.

Qualquer pessoa, órgão ou sociedade que se fiar na presente Procuração Irrevogável não precisará proceder a e não procederá a qualquer constatação -- tampouco exigirá qualquer sentença judicial -- para apurar o fato de "Hipótese de Inadimplemento" ter ou não ocorrido nos termos do Arrendamento ou de o Arrendamento ter sido rescindido ou não. A Arrendatária pela presente renuncia a qualquer pleito que possa ter contra (i) qualquer pessoa que aja com base nas instruções transmitidas pela Arrendadora ou seus representantes de conformidade com a presente Procuração Irrevogável e (ii) qualquer pessoa designada pela Arrendadora ou por diretor da Arrendadora para transmitir instruções nos termos da presente Procuração Irrevogável. A Arrendatária também se compromete a indenizar e manter imune qualquer pessoa, órgão ou sociedade que venha a agir com base na presente Procuração Irrevogável e de conformidade com as instruções dadas pela Arrendadora ou seu representante.

A presente Procuração é outorgada pela Arrendatária a título de garantia do cumprimento de suas obrigações previstas no Arrendamento. A presente Procuração é irrevogável e em causa própria. A Arrendatária por este ato declara, garante e avença que a presente Procuração Irrevogável é outorgada à Arrendadora em caráter irretratável, constituindo obrigação legal, válida, irrevogável e vinculante da Arrendatária, exeqüível contra a

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Arrendatária de conformidade com seus termos.

A presente Procuração será regida pelas leis do Brasil.

EM TESTEMUNHO DO QUE, TOTAL LINHAS AÉREAS S/A firma e entrega a presente Procuração Irrevogável aos ___ dias de _____ de 2002.

TOTAL LINHAS AÉREAS S/A

Por: _____
Nome:
Cargo:

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APENSO E - MODELO DE RELATÓRIO DE ACOMPANHAMENTO

Relatório de Acompanhamento Mensal

TIPO DE AERONAVE	MARCA REG.	Nº SÉRIE	MÊS ENCERRADO EM
Boeing 727-2A1HK		22007	.....

1. UTILIZAÇÃO DA AERONAVE:

(a) Total da Horas de Vôo da Fuselagem .....

(b) Total de Ciclos da Fuselagem .....

(c) Horas de Vôo da Fuselagem por Mês .....

(d) Ciclos da Fuselagem por Mês .....

(e) Horas de Vôo da Fuselagem desde Revisão Geral .....

(f) Ciclos da Fuselagem desde Revisão Geral .....

(g) Horas de Vôo da Fuselagem desde *Check-C* .....

(h) Ciclos da Fuselagem desde *Check-C* .....

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2.	CONDIÇÃO DO GRUPO DE PROPULSÃO:	No. 1	No. 2	No.3
(a)	Nº de Série dos Motores Entregues	[ ]	[ ]	[ ]
(b)	Nº de Série dos Motores de Reposição (se aplicável)	.....	.....	.....
(c)	Nº de Série dos Motores Instalados (se diverso de (a) ou (b) acima)	.....	.....	.....
(d)	Localização Atual dos Motores Entregues ou de Reposição (conforme aplicável) (caso não instalados na Fuselagem)	.....	.....	.....
(e)	Tempo Total desde Condição Nova dos Motores Entregues ou de Substituição (conforme aplicável)	.....	.....	.....
(f)	Total de Ciclos desde Condição Nova dos Motores Entregues ou de Substituição (conforme aplicável)	.....	.....	.....
(g)	Tempo Total desde Último Serviço	.....	.....	.....
(h)	Total de Ciclos desde Último Serviço	.....	.....	.....
(i)	Horas de Vôo até Limitador	.....	.....	.....
(j)	Ciclos até Limitador	.....	.....	.....

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(k)	Limitador	.....	.....	.....
(l)	Total de Horas de Vôo no Mês para Cada Motor Entregue ou de Substituição (conforme aplicável)	.....	.....	.....
(m)	Total de Ciclos no Mês para Cada Motor Entregue ou de Substituição (conforme aplicável)	.....	.....	.....
(n)	Nº de Série da APU Entregue	[____]		
(o)	Nº de Série da APU de Substituição (conforme aplicável)	.....		
(p)	Nº de Série da APU Instalada (se diverso de (a) ou (b) acima)	.....		
(q)	Localização Atual da APU Entregue ou de Substituição (conforme aplicável) (caso não instalado na Fuselagem)	.....		
(r)	Tempo Total desde Condição Nova da APU Entregue ou de Substituição (conforme aplicável)	.....		
(s)	Total de Ciclos desde Condição Nova da APU Entregue ou de Substituição (conforme aplicável)	.....		

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(t) Total de Horas no Mês da APU Entregue ou de Substituição (conforme aplicável) .....

(u) Total de Ciclos no Mês da APU Entregue ou de Substituição (conforme aplicável) .....

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3. CHECKS DE ROTINA/ OBSERVÂNCIA DE D.A. E. B.S.:

(a) Checks de Rotina (A e superior) realizados no Mês:

(b) Diretrizes de Aeronavegabilidade atendidas no Mês:

(c) Boletins de Serviço atendidos no Mês:

4. DANOS À AERONAVE OU MUDANÇAS DE MOTOR:

Descrição de quaisquer consertos feitos na Aeronave fora do escopo da SEM e mudanças de Motor, indicando as razões do conserto ou mudança:

5. CHECKS DE MANUTENÇÃO FUTUROS

(a) Checks de Manutenção (Check-C ou segmento e superior) programado ou previsto para a Aeronave nos próximos 12 meses:

(b) Inspeções programadas ou inspeções para manutenção detalhada programadas ou previstas para os Motores nos próximos 12 meses:

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(c) Revisões gerais ou substituições programadas ou previstas para a APU ou Trem de Pouso nos próximos 12 meses:

Data: _____, 20__ Atestado por

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LISETE M. CAMARGO SEBASTIÃO M. CAMARGO
MICHELE M. CAMARGO DIOMAR A. LALA BALDEIRO
ESCREVENTES

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São Paulo, 18 de junho de 2002

Manoel Reverendo Vidal Neto

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- Aeronave MSN 22053 -

- CONTRATO DE ARRENDAMENTO OPERACIONAL -

- (Aeronave 22053) -

- Datado de 23 de outubro de 2000 -

- Entre a -

- TOTAL LINHAS AÉREAS S.A. -

- na qualidade de Arrendatária -

- e a -

- PACIFIC COAST GROUP, INC. -

- na qualidade de Arrendadora -

- UMA Aeronave BOEING 1980 - MODELO 727-243F -

- NÚMERO DE SÉRIE 22053 -

- ÍNDICE -

[a seguir].

- CONTRATO DE ARRENDAMENTO OPERACIONAL -

- (Aeronave 22053) -

O presente Contrato de Arrendamento Operacional (Aeronave 22053) (denominado doravante, no presente, simplesmente como "Arrendamento"), datado de 23 de outubro de 2000, é celebrado entre a Total Linhas Aéreas S.A., sociedade anônima devidamente constituída em conformidade com os termos das leis do Brasil (denominada doravante, no presente, simplesmente como "Arrendatária") com sede na Avenida Senador Salgado Filho, nº 5397, Curitiba, Paraná, Brasil, e a Pacific Coast Group, Inc., sociedade anônima devidamente constituída em conformidade com os termos das leis do Estado de Nevada, EUA (denominada doravante, no presente, juntamente com suas sucessoras e cessionárias, simplesmente como "Arrendadora") com sede em 3291 N. Buffalo Drive, Suite 8, Las Vegas, Nevada 89129 [EUA].

P R E Â M B U L O: - --

SEÇÃO 1. Definições.

A menos que o contexto o exija de outra maneira, todos os termos em letras maiúsculas aqui utilizados, e que não sejam de outra maneira definidos no

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presente, possuirão os significados a eles atribuídos no Apêndice A ao presente, para todas as finalidades deste Arrendamento, e aplicar-se-ão tanto nas formas singulares quanto plurais, dos termos aqui definidos.

SEÇÃO 2. Notificação da Data da Entrega: Aceite e Arrendamento da Aeronave; Condições.

(a) Notificação da Data da Entrega.

A Arrendadora concorda em apresentar à Arrendatária, notificação escrita com antecedência mínima de três Dias Úteis da Data da Entrega programada em relação à Aeronave, Data da Entrega programada esta que deverá cair em um Dia Útil não posterior a 15 de novembro de 2000.

(b) Entrega, Aceite e Arrendamento da Aeronave. Por ocasião da satisfação das condições cuja satisfação seja obrigatória na Data da Entrega, ou antes da mesma, conforme estipuladas na Seção 2(c) do presente, a Arrendadora, desde já, concorda em arrendar à Arrendatária, em conformidade com os termos do presente, e a Arrendatária, desde já, concorda em tomar em arrendamento, na Data da Entrega, da Arrendadora, em conformidade com os termos do presente, a Aeronave e os Documentos da Aeronave, conforme comprovado pela assinatura do Suplemento de Arrendamento Inicial, por parte da Arrendadora e da Arrendatária. A Arrendadora deverá entregar a Aeronave à Arrendatária, em conformidade com os termos do presente Arrendamento, em Brunswick, Estado da Geórgia, EUA, e a Arrendatária deverá confirmar o aceite de sua parte, no que se refere a essa entrega, por meio da entrega do Suplemento de Arrendamento Inicial anexo ao presente na forma do Documento A. A entrega desse Suplemento de Arrendamento Inicial constituirá o aceite, de forma irrevogável, por parte da Arrendatária, da Aeronave e dos Documentos da Aeronave, para todas as finalidades do presente Arrendamento, de que os representantes técnicos da Arrendatária inspecionaram a Aeronave e os Documentos da Aeronave apropriadamente, e que à Aeronave satisfaz todas as exigências de manutenção e outras disposições especificadas no presente Arrendamento. Adicionalmente a esse horário de entrega, a Arrendatária deverá entregar o Certificado de Aceite anexo ao presente, na forma do Documento C, assinado por um ou mais funcionários autorizados da Arrendatária. Após a entrega, a Aeronave ficará, sob todos os aspectos, por conta e risco exclusivos da Arrendatária, que arcará com todos os riscos de perda, roubo, avaria ou destruição à Aeronave, independentemente de qual seja sua causa.

A Arrendatária, pelo presente, se compromete a operar a Aeronave, até que o Certificado de Registro de Aeronave e Nacionalidade, e que o Certificado de Aeronavegabilidade mencionados na Seção 2 (C) (xxx) sejam emitidos pelo

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Registro Aeronáutico Brasileiro, oferecendo comprovações, em relação à Arrendadora, como sendo proprietária e arrendadora, e comprovando a situação da Arrendatária, como operadora da Aeronave, tudo em forma e teor aceitáveis pela Arrendadora. A Arrendatária ainda se comprovante a indenizar e a manter a Arrendadora isenta de prejuízos em relação a qualquer obrigação ou responsabilidade decorrente ou relacionada à Aeronave, ou da utilização ou operação da mesma, antes do registro do presente Arrendamento junto ao Registro Aeronáutico Brasileiro.

Não obstante, se a Arrendatária obtiver um Certificado Provisório de Registro e Aeronavegabilidade, expedido pelo Departamento de Aviação Civil Brasileiro, em conformidade com os termos da Seção 2 (C) (xxx) abaixo (certificado este que servirá de comprovante, à Arrendadora, em sua qualidade de proprietária e arrendadora da Aeronave, e à Arrendatária, em sua qualidade de operadora da mesma) anteriormente à emissão do Certificado de Registro e Nacionalidade definitivo, e do certificado de Aeronavegabilidade definitivo (denominados doravante, no presente, quando referidos de forma coletiva, simplesmente como os "Certificados"), a Arrendatária ficará autorizada a operar a Aeronave pelo prazo de validade desse Certificado Provisório de Registro e Aeronavegabilidade, independentemente da emissão dos Certificados definitivos. A Arrendadora estará autorizada a tratar a utilização ou operação da Aeronave, antes da emissão desse Certificado Provisório de Registro e Aeronavegabilidade, como sendo um Evento de Inadimplência.

Se o prazo de validade desse Certificado Provisório de Registro e Aeronavegabilidade se expirar e não for renovado, e se os Certificados definitivos não tiverem sido obtidos até a época da expiração do prazo de validade desse Certificado Provisório de Registro e Aeronavegabilidade, a Arrendatária será imediatamente obrigada a aterrissar a Aeronave e a não utilizar ou operar a mesma até que a Arrendatária obtenha os Certificados definitivos por parte do Registro Aeronáutico Brasileiro; ficando a Arrendadora autorizada a tratar essa utilização ou operação como sendo um Evento de Inadimplência.

(c) Condições Suspensivas às Obrigações da Arrendadora. Fica acordado que, a obrigação da Arrendadora em arrendar a Aeronave e os Documentos da Aeronave à Arrendatária, está sujeita ao acordo de financiamento de longo prazo da Aeronave, por parte da Arrendadora, mediante tais termos e condições conforme a Arrendadora venha, à sua discrição, considerar satisfatórias, bem como fica sujeita à satisfação, na Data da Entrega, das condições suspensivas abaixo estipuladas (ressalvando-se, entretanto, que se

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qualquer das seguintes condições especificar, no que se refere à satisfação, uma data posterior à Data da Entrega, a satisfação deverá ser levada a efeito nessa data posterior, ou antes da mesma): - --

(i) Os documentos que se seguem deverão ser devidamente autorizados, assinados (de acordo com todas as formalidades necessárias, conforme possam ser exigidas no Brasil e Estados Unidos) e deverão ser entregues pela respectiva parte, ou pelas respectivas partes dos mesmos, e deverão se estar em pleno vigor e efeito: - --

(A) o presente Arrendamento; - --

(B) o Suplemento de Arrendamento Inicial (a ser entregue na Data da Entrega); - --

(C) o Certificado de Aceite (a ser entregue na Data da Entrega); e - --

(D) todos os contratos de Garantia, devidamente assinados por cada um dos Avalistas, juntamente com um parecer jurídico do país de residência da Avalista, especificando determinadas questões conforme a Arrendadora venha a solicitar.

(ii) A Arrendadora deverá ter recebido o que se segue, em cada um dos casos em forma e teor que lhe sejam razoavelmente satisfatórios: - --

(A) uma cópia do Programa de Manutenção da Arrendatária, legalizada no que se refere à sua autenticidade e precisão, com base na Data da Entrega, por parte do Secretário da Arrendatária; e - --

(B) uma cópia do estatuto social atualizado, dos documentos constitutivos, assim como uma cópia das deliberações gerais de autorização do conselho de administração (ou do comitê executivo) ou de outro comprovante de autorização razoavelmente satisfatório da Arrendatária e de cada Avalista, certificados, com base na Data da Entrega, pelo Secretário da Arrendatária, e de cada Avalista, que autorize a assinatura, entrega e o cumprimento, por parte da Arrendatária e de cada Avalista, de todos os Documentos Válidos nos quais cada um deles se constitua como uma parte, juntamente com tais outros documentos e comprovantes, no que diz respeito à Arrendatária e a cada Avalista, conforme a Arrendadora ou seu advogado possam solicitar, de forma razoável, com o intuito de determinar a consumação das transações contempladas pelo presente, a prática de todos os atos societários relacionados ao mesmo, e a satisfação às condições estipuladas no presente.

(iii) Todas as medidas apropriadas, que devam ter sido tomadas, antes da Data da Entrega, pela Autoridade de Registro e por qualquer agência, subdivisão ou repartição governamental ou política do Brasil ou Estados Unidos, com relação ao registro, junto à Autoridade de Registro, da

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propriedade da Aeronave, do presente Arrendamento, e do direito real de garantia da Mutuante da Arrendadora, em conformidade com os termos da Hipoteca (de forma que o registro da Aeronave, do Arrendamento e da Hipoteca, no Brasil, conforme contemplados pelo presente, seja contemplado contemporaneamente à entrega da Aeronave, em conformidade com os termos do presente) e de todas as outras transações contempladas pelo presente, deverão ter sido tomadas, e todas as ordens, alvarás, licenças, renúncias, autorizações, isenções e aprovações de tais entidades, que devam estar em vigor na Data da Entrega, com relação às transações contempladas pelo presente, deverão ter sido emitidas, e todas essas ordens, alvarás, licenças, renúncias, autorizações isenções e aprovações deverão estar em pleno vigor e feito na data do presente e na Data da Entrega (nenhuma dessas ordens, alvarás, licenças, renúncias, autorizações, isenções e aprovações, deverão ser expedidas em bases provisórias, em pendência a revisões adicionais por parte da entidade que exija que estas estejam em vigor, assim e essas ordens, alvarás, licenças, renúncias, autorizações, isenções e aprovações, deverão incluir o posicionamento junto à Autoridade de Registro, de todos os requisitos à obtenção de registro da Aeronave antes da entrega; - --

(iv) Na Data da Entrega, (A) as declarações e garantias da Arrendatária, contidas na Seção 4(b) do presente, deverão ser autênticas e precisas, como se efetuadas nessa e com base nessa data, salvo na extensão que essas declarações e garantias tenham relação exclusiva com uma data anterior (caso este em que tais declarações e garantias deverão ser autênticas e precisas nessa e com base nessa data anterior), (B) nenhum evento deverá ter ocorrido e permanecer existente, ou viria a resultar do arrendamento da Aeronave, que constitua (ou que, com o decorrer do tempo ou com a apresentação de notificação, ou ambos, viria a constituir) um Evento de Inadimplência, em conformidade com os termos do presente, e (C) não deverá ter ocorrido qualquer evento que pudesse afetar, de forma desfavorável, a atividade comercial ou a condição financeira da Arrendatária, em relação àquela existente em 30 de junho de 2000, ou a capacidade da Arrendatária de cumprir com suas obrigações em conformidade com os termos dos Documentos Válidos; - --

(v) A Arrendadora deverá ter recebido (A) na Data da Entrega, ou antes da mesma, determinados pareceres, endereçados à Arrendadora, por parte de seu advogado e do advogado do Mutuante da Arrendadora, nos Estados Unidos e no Brasil, no que diz respeito ao registro da Aeronave, ao Arrendamento e à Hipoteca, à execução do Arrendamento e aos contratos de

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Garantia, tributação, reintegração de posse, assim como abrangendo determinados outros assuntos, e sendo, em forma e teor, conforme cada um destes venha a exigir, à sua exclusiva discrição;

(vi) A Arrendadora deverá ter recebido comprovações, na Data da Entrega, ou antes da mesma, no sentido de que todos os pagamentos devidos à Arrendadora, em conformidade com os termos do presente Arrendamento e de todos os contratos de Garantia, não necessitarão de qualquer aprovação no que diz respeito a controle de câmbio, ou outra aprovação por parte do governo do Brasil, e no sentido de a Arrendatária estar autorizada a entregar todas as declarações e pagamentos devidos às autoridades fiscais no Brasil, bem como no sentido de pagar todos os impostos a serem deduzidos de qualquer pagamento, em conformidade com os termos do presente Arrendamento e de cada contrato de Garantia, incluindo, sem se constituir em limitação, qualquer imposto sobre o valor agregado, impostos de vendas, ou quaisquer impostos aplicáveis incluindo, sem se constituir em limitação, impostos sobre o Aluguel Básico (caso este em que a Arrendatária deverá pagar à Arrendadora, a cada mês, a quantia necessária ao pagamento dessas importâncias, diretamente às autoridades fiscais no Brasil); - --

(vii) A Arrendadora deverá ter recebido um certificado assinado pelo Presidente ou por qualquer Vice-Presidente da Arrendatária, certificando, no que se refere a assuntos relacionados a essa parte, especificados na cláusula (iv) acima, em forma satisfatória à Arrendadora; - --

(viii) A Arrendadora deverá ter recebido um relatório por parte de uma corretora de seguros independente, assim como certificados de seguro, em forma e teor satisfatórios à Arrendadora, no que se refere ao devido cumprimento dos termos contidos na Seção 11 e no Documento F, anexo ao presente, relativos a seguro, no que diz respeito à Aeronave; - --

(ix) Na Data da Entrega, nenhuma Ocorrência de Sinistro (ou evento que com o decorrer do tempo passaria a se constituir como uma Ocorrência de Sinistro) no que diz respeito à Aeronave ou a qualquer Motor, deverá ter se verificado; - --

(x) Na Data da Entrega, ou anteriormente à mesma, a Arrendadora deverá ter recebido comprovação satisfatória no sentido de que todos os impostos de importação, direitos aduaneiros ou outros direitos similares, no que diz respeito à Aeronave, tenham sido quitados, ou a isenção aplicável tenha sido obtida, incluindo, sem se constituir em limitação, a obtenção de uma Licença de Importação proveniente da Secretaria de Comércio Exterior, autorizando a importação da Aeronave em conformidade com os termos do regime especial

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de admissão temporária (denominado doravante, no presente, simplesmente como o "regime especial de admissão temporária"); - --

(xi) a Arrendadora deverá ter recebido o Depósito de Garantia, o mais tardar quatro dias antes da Data da Entrega; - --

(xii) Não deverá ter havido a instauração de qualquer ação ou processo judicial, nem qualquer ação governamental deverá ter estado em iminência, perante qualquer tribunal ou agência governamental dos Estados Unidos, Brasil, ou perante qualquer outro tribunal ou agência governamental estrangeira, nem qualquer ordem, sentença ou decreto deverão ter sido expedidos, proferidos ou promulgados, ou deverão ter tido sua expedição, proferimento ou promulgação propostos por qualquer tribunal ou agência governamental dos Estados Unidos, Brasil, ou perante qualquer outro tribunal ou agência governamental estrangeira, na época da Data da Entrega, no sentido de reservar, restringir, efetuar injunções ou impedir a conclusão e consumação do presente Arrendamento, ou das transações contempladas pelo presente e pelas mesmas; - --

(xiii) Não deverá ter ocorrido qualquer alteração posterior à data de assinatura e entrega do presente Arrendamento, na lei aplicável, ou em regulamentações expedidas ao amparo da mesma, ou nas interpretações destas por parte das autoridades normativas competentes, alteração esta que, segundo o parecer razoável da Arrendadora, faria com que a assinatura, entrega e o cumprimento, por parte da Arrendadora, de suas obrigações em conformidade com os termos do presente, ou de qualquer outro Documento Válido no qual esta seja uma parte, passasse a constituir uma violação de lei ou de regulamentações; - --

(xiv) Todos os procedimentos tomados, com relação às transações contempladas pelo presente, bem como por meio dos Documentos Válidos e de todos os documentos e papéis relativos ao presente e ao mesmo, deverão ser razoavelmente satisfatórios à Arrendadora e a seu advogado, e a Arrendadora e seu advogado deverão ter recebido cópias desses documentos e papéis, conforme a Arrendadora e seu advogado possam solicitar de forma razoável, com relação ao presente e ao mesmo, ou como base ao parecer de fechamento a ser expedido por esse advogado, tudo em forma e teor satisfatórios à Arrendadora e a seu advogado.

(xv) A Arrendatária deverá ter entregado à Arrendadora, uma Procuração, irrevogável na extensão permitida pela lei aplicável, em forma aceitável à Arrendadora, autorizando a Arrendadora ou essa outra pessoa, conforme a Arrendadora possa vir a especificar de tempos em tempos, a fazer qualquer coisa ou praticar qualquer ato, ou a dar qualquer consentimento, ou

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aprovação, que possa ser obrigatório para a exportação da Aeronave, a partir do país da Autoridade de Registro, e obter o cancelamento de registro da Aeronave, por parte da Autoridade de Registro, por ocasião de qualquer rescisão do presente Arrendamento, firmada perante um Tabelião Público brasileiro, assim como comprovação do registro dessa procuração junto ao Registro de Títulos e Documentos; - --

(xvi) A Arrendatária deverá ter entregado à Arrendadora, uma carta autorizando a Arrendadora, de tempos em tempos, a efetuar consultas às autoridades de controle do tráfego aéreo no Brasil, com referência ao status da conta da Arrendatária, e no que se refere ao pagamento, de sua parte, na íntegra, de todas as taxas, devidas e passíveis de pagamento, a ela devidas; -

(xvii) A Arrendatária deverá ter entregado comprovação razoavelmente satisfatória à Arrendadora, o sentido de que cada contrato de Garantia tenha sido registrado junto ao Registro Público de Títulos e Documentos; - --

(xviii) A Arrendatária deverá ter entregado comprovação razoavelmente satisfatória à Arrendadora, no sentido de que a Arrendatária e cada Avalista tenha nomeado um agente para citações de processo em Nevada, às suas respectivas expensas, em conformidade com os termos do presente Arrendamento e dos contratos de Garantia; - --

(xix) A Arrendatária deverá ter entregado um relatório contendo todos os litígios pendentes, conforme disposto na Seção 4 abaixo; - --

(xx) A Arrendatária deverá ter entregado uma cópia autenticada da aprovação da transação contemplada pelo presente Arrendamento, expedida pela Comissão para a Coordenação de Transporte Aéreo Civil (COTAC) do Brasil; - --

(xxi) A Arrendatária deverá ter entregado comprovações no sentido de as Autoridades Brasileiras de Receita Federal aplicáveis terem autorizado a admissão válida da Aeronave no Brasil, em conformidade com os termos do regime especial de admissão temporária; - --

(xxii) A Arrendatária deverá ter entregado copias autenticadas, por meio de um executivo devidamente autorizado da Arrendatária, da licença de transporte aéreo da Arrendatária, dos certificados de operadora aérea, assim como de outras licenças, certificados e alvarás exigidos pela Autoridade de Registro e pela legislação brasileira, para a operação da Aeronave, para os fins previstos pelo presente Arrendamento; - --

(xxiii) A Arrendatária deverá ter fornecido à Arrendadora, uma cópia autenticada do Registro de Operações Financeiras - ROF, expedido pelo Banco Central do Brasil, aprovando os termos e condições financeiras do

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presente Arrendamento, assim como designando, expressamente, cada Avalista, na qualidade de avalistas, em conformidade com os termos do presente Arrendamento; - --

(xxiv) A Arrendatária deverá ter entregado à Arrendadora, comprovação da entrada do presente Arrendamento e da Hipoteca, juntamente com suas traduções juramentadas para o idioma português, para registro junto à Autoridade de Registro (Registro Aeronáutico Brasileiro), assim como para o registro do presente Arrendamento junto ao Registro Público de Títulos e Documentos competente, no Brasil; - --

(xxv) Na Data da Entrega, ou antes da mesma, a Arrendatária deverá ter entregado à Arrendadora, uma cópia devidamente autenticada do certificado Provisório de Registro e Aeronavegabilidade, expedido pela Autoridade de Registro (A) especificando a Arrendadora, em sua qualidade de arrendadora e proprietária da Aeronave, (B) observando os direitos de propriedade da Arrendadora e os direitos e interesses da Arrendadora e da Mutuante da Arrendadora, e (C) especificando a Arrendatária, em sua qualidade de arrendatária e operadora da Aeronave; - --

(xxvi) Por ocasião da entrada da Aeronave no âmbito do território brasileiro, a Arrendatária deverá entregar à Arrendadora uma cópia devidamente autenticada dos formulários de desembaraço alfandegário, e dos documentos expedidos pelo Departamento da Receita Federal no Brasil (denominado doravante, no presente, simplesmente como "Departamento da Receita Federal"), e uma cópia da Declaração de Importação, comprovando que a Aeronave entrou legalmente no Brasil, em conformidade com os termos do regime especial de admissão temporária, e que a Arrendatária efetuou, devidamente, os pagamentos de impostos de importação eventuais, devidos segundo esse regime especial de admissão temporária; - --

(xxvii) Dentro do prazo de 10 (dez) dias após a Data da Entrega, a Arrendatária deverá entregar uma cópia devidamente autenticada do Cronograma de Pagamentos expedido pelo Banco Central do Brasil, com relação à remessa, à Arrendadora, em Dólares, de todos os valores passíveis de pagamento, em conformidade com os termos do presente Arrendamento; -

(xxviii) A Arrendatária deverá ter entregado, dentro do prazo de 10 (dez) dias subseqüentes à Data da Entrega, comprovações satisfatórias do registro do Certificado de Aceite e do Suplemento de Arrendamento Inicial (juntamente com as traduções juramentadas dos mesmos, para o idioma português), junto ao Registro de Títulos e Documentos no Brasil, e junto ao Registro Aeronáutico Brasileiro; - --

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(xxix) A Arrendatária deverá ter entregado à Arrendadora, dentro do prazo de 10 (dez) dias após a Data da Entrega, um cópia oficial autenticada do Certificado de Importação que comprova o desembaraço alfandegário da Aeronave, por todo o prazo do Arrendamento.

(xxx) A Arrendatária deverá ter entregado à Arrendadora, dentro do prazo de 10 (dez) dias após a Data da Entrega, uma cópia autenticada do Certificado de Registro e Nacionalidade, do Certificado de Aeronavegabilidade, e do "Certificado" expedido pelo Registro Aeronáutico Brasileiro, comprovando o registro pleno e incondicional do presente Arrendamento e da Hipoteca, junto ao mesmo.

A ARRENDATÁRIA DEVERÁ COOPERAR COM A ARRENDADORA, BEM COMO COM SEU ADVOGADO BRASILEIRO, NO SENTIDO DE ASSINAR E/OU ENTREGAR OS INSTRUMENTOS ACIMA MENCIONADOS, EM TAL ÉPOCA CONFORME POSSA SER RECOMENDADO PELO ADVOGADO BRASILEIRO DA ARRENDADORA, E A ARRENDATÁRIA DEVERÁ ENTREGAR TAIS DOCUMENTOS E INSTRUMENTOS ADICIONAIS, CONFORME POSSAM SER NECESSÁRIOS NO SENTIDO DE CONSUMAR, DE FORMA APROPRIADA, AS TRANSAÇÕES CONTEMPLADAS PELO PRESENTE ARRENDAMENTO, E PELA HIPOTECA DA MUTUANTE.

As condições especificadas na presente Seção 2 (c) são inseridas exclusivamente em benefício da Arrendadora, e poderão ser renunciadas ou diferidas, no todo ou em parte, e obedecendo ou não as condições estipuladas pela Arrendadora. Se, qualquer dessas condições, que devam ser satisfeitas na Data da Entrega ou antes da mesma, se encontrarem em aberto na Data da Entrega, e a Arrendadora (à sua absoluta discrição), entretanto, concordar em entregar a Aeronave à Arrendatária, a Arrendatária deverá garantir que essas condições que se encontram em aberto, serão satisfeitas dentro de tal período de tempo conforme a Arrendadora venha a escolher, de forma razoável, e a Arrendadora ficará autorizada a tratar o não cumprimento, por parte da Arrendatária, dessas condições em aberto, dentro do período de tempo selecionado, como um Evento de Inadimplência. Qualquer condição que não tenha sua satisfação obrigatória na Data da Entrega, ou anteriormente à mesma, deverá ser satisfeita na data acima estipulada nessa condição, e a não satisfação de qualquer dessas condições, por parte da Arrendatária, até tal data posterior, constituirá um Evento de Inadimplência, em conformidade com os termos do presente.

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SEÇÃO 3. Prazo e Aluguel, Depósito de Garantia.

(a) Prazo.

O prazo do presente Arrendamento terá início na Data da Entrega, no Horário da Entrega, e se encerrará, na Data de Expiração do Arrendamento, no Horário da Entrega (sendo que esse período passa a ser denominado doravante, no presente, simplesmente como sendo o "Prazo Base"), a menos que prematuramente findo em conformidade com as disposições do presente. Para as finalidades do presente Arrendamento, o termo "Prazo" referir-se-á e significará o Prazo Base.

(b) Aluguel Básico.

A Arrendatária deverá pagar à Arrendadora, o aluguel básico (denominado doravante, no presente, simplesmente como o "Aluguel Básico"), correspondente a US$ 125.000,00 por mês, a ser pago mensalmente, vencido, tendo início na primeira Data do Aluguel Básico que ocorra no mês civil imediatamente subseqüente ao mês que ocorrer a Data da Entrega (primeiro pagamento este que deverá corresponder a um Valor Básico de Locação calculado *pro rata diem* (com base em um mês de trinta dias), no que se refere ao período que tem seu início na Data da Entrega, e que se segue até a primeira Data do Aluguel Básico) e em cada Data do Aluguel Básico subseqüente, no decorrer do Prazo, e incluindo a data em que a Aeronave é devolvida à Arrendadora, em conformidade com os termos do presente Arrendamento, calculado *pro rata*, em relação a qualquer mês parcial. Contanto que não tenha havido ocorrido qualquer Inadimplência ou Evento de Inadimplência em conformidade com os termos do presente Arrendamento, que tenha seu início na Data do Aluguel Básico que caia no 38º mês civil subseqüente à Data da Entrega, até a Data de Expiração do Arrendamento, o Aluguel Básico, durante esse período, será de US$ 114.500,00.

(c) Aluguel Suplementar.

A Arrendatária deverá pagar (ou deverá providenciar o pagamento), imediatamente, à Arrendadora, ou a quem quer que esteja autorizado ao mesmo, de todo e qualquer Aluguel Suplementar que constitua o Valor Estipulado do Sinistro, as Reservas de Manutenção, e todos os outros valores do Aluguel Suplementar, conforme os mesmos possam se tornar vencidos e devidos, e, no caso de qualquer falha, por parte da Arrendatária, em pagar qualquer Aluguel Suplementar, quando devido, a Arrendadora fiará investida de todos os direitos, poderes e remédios previstos no presente, ou em qualquer outro Documento Válido, ou por lei ou ao amparo da jurisdição de eqüidade, ou de outra maneira, no caso do não pagamento do Aluguel

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Básico. A Arrendatária pagará, ainda, à Arrendadora, ou a quem quer que esteja autorizado ao mesmo, como Aluguel Suplementar (i) na extensão permitida pela lei aplicável, juros, à Taxa de Atraso, no que diz respeito a qualquer pagamento do Aluguel Básico não pago na data de seu vencimento, em relação a qualquer período em relação ao qual o mesmo esteja atrasado, e sobre qualquer pagamento do Aluguel Suplementar, que não tenha sido efetuado na data de seu vencimento, em relação ao período, até que o mesmo seja efetuado, mais (ii) um valor equivalente a 5% do valor de qualquer pagamento do Aluguel Básico, que não tenha sido pago por ocasião de seu vencimento.

(d) Pagamentos em Geral.

Todos os pagamentos do Aluguel, que devam ser efetuados à Arrendadora, deverão ser efetuados sem compensações, diretamente pela Arrendadora, por meio da transferência eletrônica de fundos imediatamente disponíveis, na data do pagamento, em Dólares, à seguinte conta da Arrendadora (ou a tal outra conta da Arrendadora, conforme a Arrendadora venha a instruir em uma notificação à Arrendatária, no mínimo 05 (cinco) Dias Úteis antes da data do vencimento desse Aluguel): - --

Não obstante a qualquer coisa em contrário contida no presente, se qualquer data em que um pagamento de Aluguel se torne devido e passível de pagamento, não cair em um Dia Útil, então, esse pagamento deverá ser efetuado no próximo Dia Útil subseqüente, e nenhum juro adicional deverá se acumular sobre o valor desse pagamento, se esse pagamento for efetuado nesse próximo Dia Útil subseqüente.

(e) Depósito de Garantia e Aval. Em quatro dias, ou em período anterior a quatro dias que antecedam a Data da Entrega, a Arrendatária deverá efetuar um pagamento em dinheiro à Arrendadora (ou deverá entregar à Arrendadora uma carta de crédito irrevogável, de um banco e em forma que sejam individualmente aceitáveis à Arrendadora, à sua exclusiva discrição), em um valor equivalente a US$ 500.000,00 (Quinhentos Mil Dólares redondos) (sendo que esse valor, acrescido de qualquer outro valor ou carta de crédito depositada com relação a Sobressalentes, se houver, passa a ser denominado doravante, no presente, simplesmente como o "Depósito de Garantia") que servirá de garantia ao pleno e fiel cumprimento, por parte da Arrendatária, de todas as suas obrigações, em conformidade com os termos do presente Arrendamento. Se a Arrendatária deixar de pagar o Aluguel, em conformidade com os termos do presente, ou de pagar quaisquer outros montantes devidos, ou de cumprir com quaisquer outros termos e disposições do presente Arrendamento, ou se estiver, de outra maneira, em

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Inadimplência, em conformidade com os termos do presente, adicionalmente a todos os outros direitos que a Arrendadora possa estar investida, em conformidade com os termos do Código Comercial Uniforme do Estado de Nevada [EUA], na qualidade de parte garantida, a Arrendadora poderá sacar, utilizar, solicitar e reter, toda ou qualquer parte do Depósito de Garantia (incluindo a carta de crédito), como pagamento parcial em relação aos montantes devidos à Arrendadora, pela Arrendatária, no sentido de compensar a Arrendadora por quaisquer montantes que esta possa, à sua discrição, antecipar, em conseqüência de uma Inadimplência, por parte da Arrendatária, ou no sentido de os requerer no que se refere a prejuízos ou despesas que a Arrendadora possa experimentar ou atrair sobre si, em conseqüência da Inadimplência, por parte da Arrendatária, em conformidade com os termos do presente. Se a Arrendadora sacar e utilizar, ou se requerer toda ou qualquer parcela do Depósito de Garantia, essa solicitação não deverá ser considerada como uma remediação a qualquer Inadimplência, e a Arrendatária deverá, dentro do prazo de 05 (cinco) Dias Úteis, subseqüentes à exigência escrita no que se refere ao mesmo, depositar, junto à Arrendadora, em dinheiro, um valor suficiente para restituir o Depósito de Garantia (incluindo a carta de crédito) a seu montante original. Na proporção que qualquer Inadimplência ou Evento de Inadimplência, em conformidade com os termos do presente Arrendamento, tenha ocorrido e permaneça existente, no encerramento do Prazo do presente Arrendamento, o Depósito de Garantia, menos os custos incorridos pela Arrendadora com relação à rescisão do Arrendamento ou à devolução da Aeronave, deverá ser devolvido à Arrendatária dentro do prazo de 30 dias após a devolução da Aeronave por parte da Arrendatária, em conformidade com a Seção 5. A obrigação da Arrendadora de devolver o Depósito de Garantia, deverá ser considerada como uma obrigação da Arrendadora, sem garantias. A Arrendatária, em nenhuma circunstância, estará autorizada a efetuar quaisquer compensações de qualquer Aluguel em relação ao Depósito de Garantia. Adicionalmente, antes da Data da Data da Entrega [Data da Entrega], a Arrendatária deverá entregar à Arrendadora, a garantia incondicional de todas as obrigações da Arrendatária, em conformidade com os termos do presente Arrendamento, por parte de cada Avalista, em conformidade com os termos da entrega por parte de cada Avalista, de um contrato de Garantia, na forma do Documento G, anexo ao presente.

(f) Reservas de Manutenção. No decorrer do Prazo do presente Arrendamento, a Arrendatária, antes ou até e inclusive o 10º dia de cada mês civil, deverá transmitir à Arrendadora, um certificado do diretor, na forma do Documento B anexo ao presente, especificando o número real de horas de

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vôo da Aeronave (definido, para as finalidades do presente Arrendamento, como sendo o tempo entre a decolagem e a aterrissagem) no curso do mês imediatamente precedente. Na mesma época que a Arrendatária entregar o certificado mensal, a Arrendatária deverá pagar à Arrendadora, como reserva para manutenção no que diz respeito à operação da Aeronave, no mês imediatamente precedente, o que se segue: (i) US$ 20.000,00 por mês, no que diz respeito à realização das Checagens da estrutura da Aeronave "D" e "C" (alocadas como US$ 7.500,00 por mês para Checagens "D" e US$ 12.500,00 por mês para Checagens "C"); (ii) US$ 90,00** [sujeitos a alteração com base na proporção ciclos por hora] por Motor, por hora de vôo do Motor, no que se refere às visitas programadas do Motor à oficina; (iii) US$ 10,00 por hora de vôo da Aeronave, no que diz respeito à realização da revisão programada da unidade de potência auxiliar (denominada doravante, no presente, simplesmente como "APU"); e (iv) US$ 10,00 por hora de vôo da Aeronave, com relação à realização da revisão programada do trem de pouso.

A Arrendatária deverá transferir esses fundos eletronicamente a uma conta bancária indicada pela Arrendadora, conta esta, assim como os fundos nela contidos, que estarão sujeitos, única e exclusivamente, ao controle da Arrendadora (sendo que os valores assim depositados passam a ser denominados doravante, no presente, simplesmente como "Reservas de Manutenção" e as ocorrências acima especificadas, às quais estes estas são aplicáveis, passando a ser denominadas doravante, no presente, simplesmente como "Eventos de Reservas de Manutenção"). A Arrendadora não precisa segregar os valores depositados como Reservas de Manutenção podendo, inversamente, misturar tais valores com seus próprios fundos.

No decorrer do Prazo do presente Arrendamento, adicionalmente a todas as outras obrigações de manutenção da Arrendatária em conformidade com os termos do presente Arrendamento, a Arrendatária será exclusivamente responsável por executar toda a manutenção, reparo e assistência técnica da Aeronave, incluindo, sem se constituir em limitação, os Eventos de Reservas de Manutenção, quando necessários e quando devidos, às suas expensas e, na proporção que não exista qualquer Inadimplência ou Evento de Inadimplência, em conformidade com os termos do presente Arrendamento, a Arrendatária deverá ser reembolsada a partir das Reservas de Manutenção alocadas, previamente pagas pela Arrendatária, conforme se segue: - --

(i) Após a conclusão de uma Checagem "C" ou de uma Checagem "D" programada, a Arrendatária apresentará à Arrendadora as faturas de terceiros que demonstram o trabalho executado, assim como as cópias dos registros ou

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diários de bordo aplicáveis, por ocasião do que a Arrendadora deverá reembolsar a Arrendatária, a partir das Reservas de Manutenção alocadas, apenas no que se refere a essa checagem, um valor que seja equivalente ao menor entre (i) o valor dessa checagem previamente paga pela Arrendatária, como Reservas de Manutenção em relação a essa checagem, e (ii) o valor da fatura comprovada.

(ii) Posteriormente à conclusão de uma visita programada do Motor à oficina, a Arrendatária deverá apresentar à Arrendadora, as faturas de terceiros que demonstram o trabalho executado e as cópias do Diário de Bordo do Motor, por ocasião do que a Arrendadora deverá reembolsar a Arrendatária, a partir das Reservas de Manutenção alocadas, apenas no que se refere a esse Motor, um valor que seja equivalente ao menor entre (i) o valor correspondente às visitas à oficina previamente pagas pela Arrendatária como Reservas de Manutenção por esse Motor e serviço, e (ii) o valor da fatura comprovada.

(iii) Posteriormente à conclusão de uma revisão programada da APU, a Arrendatária deverá apresentar à Arrendadora, as faturas de terceiros que demonstram o trabalho executado e as cópias do diário de bordo da estrutura da aeronave, por ocasião do que a Arrendadora deverá reembolsar a Arrendatária, a partir das Reservas de Manutenção alocadas, apenas no que se refere a essa revisão da APU, um valor que seja equivalente ao menor entre (i) o valor das Reservas de Manutenção correspondente a essa revisão previamente paga pela Arrendatária como Reservas de Manutenção, por esse serviço, e (ii) o valor da fatura comprovada.

(iv) Posteriormente à conclusão de uma revisão programada do trem de pouso, a Arrendatária deverá apresentar à Arrendadora, as faturas de terceiros que demonstram o trabalho executado e as cópias do diário de bordo da estrutura da aeronave, por ocasião do que a Arrendadora deverá reembolsar a Arrendatária, a partir das Reservas de Manutenção alocadas, por essa revisão do trem de pouso, um valor que seja equivalente ao menor entre (i) o valor das Reservas de Manutenção correspondente a essa revisão previamente paga pela Arrendatária como Reservas de Manutenção, por esse serviço, e (ii) o valor da fatura comprovada.

A Arrendatária deverá apresentar à Arrendadora, uma notificação escrita com 10 (dez) Dias Úteis de antecedência (ou tal período menor conforme este seja razoavelmente possível no caso de manutenção não planejada e inadiável), no que se refere a qualquer visita à oficina ou evento programado (Evento de Reserva de Manutenção) que seja coberto pelas Reservas de Manutenção. Essa notificação deverá expor o escopo do trabalho proposto, o

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nome do prestador de serviços de manutenção (que deverá ser um Prestador de Serviços de Manutenção Aprovado) e o custo proposto do serviço de manutenção. Todo esse trabalho ficará sujeito à aprovação da Arrendadora, e a Arrendadora poderá desaprovar o serviço de manutenção proposto com base no escopo do serviço ou com base em seu custo. A Arrendadora ficará autorizada, às suas expensas, a ter um funcionário ou agente *in loco* nas instalações do Prestador de Serviços de Manutenção, para monitorar o trabalho a ser executado. A Arrendadora deverá ainda receber notificação a respeito da conclusão do trabalho de manutenção aprovado, notificação esta que deverá incluir uma fatura do Prestador de Serviços de Manutenção Aprovado, indicando o custo do trabalho concluído, o escopo do trabalho concluído, e um relatório expedido pelo Prestador de Serviços de Manutenção Aprovado no sentido de que o trabalho tenha sido concluído em conformidade com as exigências da Autoridade Reguladora e da FAA [Administração Federal de Aviação - "Federal Aviation Administration"]. A Arrendadora, a seu critério, poderá desembolsar as Reservas de Manutenção aplicáveis diretamente ao Prestador de Serviços de Manutenção Aprovado. Todos os custos e despesas que (A) tenham relação com eventos não programados, acidentes, abuso, má utilização, reivindicações de garantia ou eventos sem cobertura de seguro; ou (B) ultrapassem o reembolso permitido, a partir das Reservas de Manutenção, serão de responsabilidade da Arrendatária, em todas as circunstâncias.

Anualmente, no aniversário da Data da Entrega, as taxas de Reserva de Manutenção serão revistas pela Arrendadora, e aumentadas mediante notificação à Arrendatária, com antecedência, caso haja uma alteração no ambiente operacional da Aeronave, na proporção hora-ciclo da Arrendatária, ou caso haja aumentos nos custos de eventos cobertos pelas Reservas de Manutenção.

É intenção das partes do presente, que as Reservas de Manutenção e os valores depositados nas Reservas de Manutenção se constituam como propriedade única e exclusiva da Arrendadora (as Reservas de Manutenção se constituindo como uma despesa de aluguel pela utilização). Conseqüentemente, as Reservas de Manutenção remanescentes, ao final do Prazo, deverão ser retidas pela Arrendadora, e a Arrendatária não estará investida de qualquer direito, no que diz respeito ao mesmo, tampouco estará autorizada a uma prestação de contas no que diz respeito às mesmas. Se, não obstante às sentenças anteriores do presente parágrafo, uma corte de justiça desconsiderar a intenção das partes do presente, e determinar que as Reservas de Manutenção são propriedade da Arrendatária, a Arrendatária,

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desde já, concede à Arrendadora, um direito real de garantia de primeira prioridade sobre as Reservas de Manutenção, bem como sobre os valores depositados como Reservas de Manutenção, no sentido de oferecer garantia às obrigações da Arrendatária, em conformidade com os termos do presente.

Por ocasião da expiração ou da rescisão prematura do presente Arrendamento, a Arrendatária deverá, imediatamente, pagar a Arrendadora, aquela parcela das Reservas de manutenção que seja aplicável ao período que se inicia no primeiro dia do mês em que ocorra essa rescisão e que se encerra na data que a Aeronave é devolvida à Arrendadora, em conformidade com o presente Arrendamento.

SEÇÃO 4. Declarações, Garantias e Compromissos.

(a) Declarações, Garantias e Exonerações de Responsabilidade da Arrendadora.

A ARRENDADORA ARRENDA E A ARRENDATÁRIA RECEBE A AERONAVE E OS DOCUMENTOS DA AERONAVE "NO ESTADO E NO LOCAL". A ARRENDATÁRIA RECONHECE E CONCORDA QUE, ENQUANTO ENTRE ARRENDADORA E A ARRENDATÁRIA (A) A AERONAVE, E CADA MOTOR, SÃO DE UM TAMANHO, PROJETO, CAPACIDADE E FABRICAÇÃO ESCOLHIDOS E ACEITÁVEIS POR PARTE DA ARRENDATÁRIA, (B) A ARRENDATÁRIA ESTÁ CONVENCIDA DE QUE A AERONAVE E CADA MOTOR SÃO ADEQUADOS ÀS SUAS FINALIDADES, (C) A ARRENDADORA NÃO SE CONSTITUI COMO UMA FABRICANTE OU UMA COMERCIANTE DE BENS DESSA NATUREZA E (D) A ARRENDADORA NÃO EFETUOU, NEM SERÁ CONSIDERADA DE FORMA A TER EFETUADO, QUER EM VIRTUDE DE TER ARRENDADO A AERONAVE E OS DOCUMENTOS DA AERONAVE, EM CONFORMIDADE COM OS TERMOS DO PRESENTE ARRENDAMENTO, QUER POR MOTIVO DE TER ADQUIRIDO A AERONAVE E OS DOCUMENTOS DA AERONAVE, OU DE TER PRATICADO OU DE TER DEIXADO DE PRATICAR QUALQUER ATO, OU DE TER ADQUIRIDO OU DEIXADO DE ADQUIRIR QUALQUER STATUS EM CONFORMIDADE OU COM RELAÇÃO AO PRESENTE ARRENDAMENTO, OU DE OUTRA MANEIRA, E A ARRENDADORA SERÁ CONSIDERADA DE FORMA A TER SE ISENTADO, EXPRESSAMENTE, DA APRESENTAÇÃO DE QUALQUER DECLARAÇÃO OU GARANTIA, EXPRESSA OU IMPLÍCITA, NO QUE SE REFERE AO TÍTULO DE PROPRIEDADE, AERONAVEGABILIDADE, CONDIÇÕES, VALOR, PROJETO,

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OPERAÇÃO, CAPACIDADE DE COMERCIALIZAÇÃO OU ADEQUABILIDADE NO QUE SE REFERE À SUA UTILIZAÇÃO PARA QUALQUER FINALIDADE ESPECÍFICA, NO QUE CONCERNE À AERONAVE, AOS DOCUMENTOS DA AERONAVE, OU A QUALQUER PARTE DA MESMA, QUANTO À QUALIDADE DO MATERIAL OU MÃO-DE-OBRA O QUE DIZ RESPEITO À AERONAVE OU A QUALQUER PARTE DA MESMA, NO QUE SE REFERE À AUSÊNCIA DE DEFEITOS LATENTES OU DE OUTROS DEFEITOS, INDEPENDENTEMENTE SE PASSÍVEIS DE SEREM OU NÃO DESCOBERTOS, NO QUE DIZ RESPEITO À AUSÊNCIA DE QUALQUER VIOLAÇÃO DE QUALQUER PATENTE, MARCA REGISTRADA OU DIREITO AUTORAL, NO QUE CONCERNE À AUSÊNCIA DE OBRIGAÇÕES BASEADAS NA ESTRITA RESPONSABILIDADE SOBRE ATOS ILÍCITOS, OU COM RELAÇÃO A QUALQUER OUTRA DECLARAÇÃO OU GARANTIA, INDEPENDENTEMENTE DE SUA NATUREZA, EXPRESSA OU IMPLÍCITA (INCLUINDO QUALQUER GARANTIA IMPLÍCITA, DECORRENTE DE UM CURSO DE DESEMPENHO, NEGOCIAÇÃO OU UTILIZAÇÃO DE COMÉRCIO), NO QUE DIZ RESPEITO À AERONAVE, AOS DOCUMENTOS DA AERONAVE, OU A QUALQUER PARTE DA MESMA, ressalvando-se que a Arrendadora declara e garante que, na Data da Entrega, a Arrendadora é detentora do título de propriedade legal da Aeronave. A Arrendadora cede à Arrendatária determinados direitos passíveis de cessão, conforme a Arrendadora possa ter em conformidade com os termos de qualquer garantia, compromisso, declaração, apólice de seguro de vida em serviço, garantia de desempenho da aeronave, indenização ou contrato de suporte de produto, no que diz respeito à Aeronave, celebrado pelo Fabricante ou por qualquer de seus subcontratados independentes ou fornecedores, e quaisquer outras reivindicações contra o Fabricante ou contra qualquer desses subcontratados independentes ou fornecedores, no que diz respeito à Aeronave; ressalvando-se, entretanto, que por ocasião da ocorrência de uma Inadimplência ou de um Evento de Inadimplência, a Arrendatária, às expensas da Arrendatária, será considerada como tendo retransferido todos esses direitos e outras reivindicações à Arrendadora.

(b) Declarações, Garantias e Compromissos da Arrendatária. A Arrendatária, desde já, declara e garante à Arrendadora, que: - --

(i) A Arrendatária é uma sociedade devidamente constituída e validamente existente, idônea, em conformidade com os termos das leis da Brasil, e se

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encontra investida do poder e autoridade necessários, bem como é detentora de todas as licenças, direitos, alvarás, certificados, franquias e outros privilégios necessários à condução de suas operações comerciais, assim como para cumprir com suas obrigações em conformidade com os termos do presente Arrendamento, e dos outros Documentos da Arrendatária; a Arrendatária se encontra devidamente qualificada à prática comercial, na qualidade de sociedade anônima estrangeira, em cada jurisdição em que suas operações, ou que a natureza de suas atividades comerciais, o exija; - --

(ii) A assinatura, entrega e cumprimento, por parte da Arrendatária, do presente Arrendamento, e dos outros Documentos da Arrendatária, foram devidamente autorizados por todos os atos societários necessários, por parte da Arrendatária, e nem a assinatura e a entrega do presente ou dos mesmos, nem a consumação das transações contempladas pelo presente e por outros Documentos da Arrendatária, tampouco a satisfação ou o cumprimento, por parte da Arrendatária, em relação a todos ou quaisquer dos termos e disposições do presente e dos mesmos, deverá contrariar ou contrariou qualquer sentença ou ordem a ela aplicável ou obrigatória, ou qualquer lei aplicável, ou conflito com a mesma, resultará em qualquer violação, ou constituirá qualquer inadimplência, em conformidade com os termos de seu contrato ou estatuto social, ou entrará em conflito, resultará na criação de um Direito de Retenção, ou exigirá o consentimento de qualquer administrador fiduciário ou credor, em conformidade com os termos de qualquer contrato multilateral, hipoteca, penhor sobre bens móveis, escritura de fideicomisso, contrato de venda com reserva de domínio, arrendamento, empréstimo bancário ou contrato de crédito ou outro contrato ou instrumento no qual a Arrendatária se constitua como uma parte, ou pelo qual esta seja obrigada, ou por meio do qual seus ativos se encontrem vinculados, o qual, em qualquer dessas circunstâncias, viesse a produzir um efeito substancialmente desfavorável sobre a Arrendatária, ou sobre a sua capacidade de cumprir com suas obrigações, em conformidade com os termos do presente; - --

(iii) A Arrendatária recebeu e atendeu a todo o consentimento, aprovação, ordem, autorização ou registro necessário, assim como apresentou notificação prévia a cada órgão governamental com jurisdição competente no que diz respeito à assinatura e entrega do presente Arrendamento e aos Documentos de Arrendamento, bem como para cumprir com quaisquer das transações e obrigações contempladas pelo presente e pelos mesmos, cuja obtenção ou apresentação fosse necessária de sua parte, nos casos em que a omissão em assim proceder viesse a produzir um efeito desfavorável sobre a

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Arrendatária, ou sobre sua capacidade de cumprir com suas obrigações, em conformidade com os termos do presente; - --

(iv) O presente Arrendamento e os outros Documentos da Arrendatária foram devidamente assinados e entregues pela Arrendatária, e, tomando-se como premissa a devida autorização, assinatura e entrega dos mesmos pelas outras partes dos mesmos, constituem ou constituirão as obrigações legítimas, válidas e compromitentes da Arrendatária, exeqüíveis contra a mesma em conformidade com seus respectivos termos; - --

(v) Salvo no que diz respeito ao registro do presente Arrendamento e do Suplemento de Arrendamento Inicial, junto à Autoridade de Registro, não existe a necessidade de qualquer outro arquivo ou registro do presente Arrendamento, bem como não existe a necessidade da prática de qualquer outro ato, em conformidade com os termos da legislação brasileira, com o intuito de proteger, de forma plena, como de determinar os interesses da Arrendadora na Aeronave, e no presente Arrendamento, em oposição aos interesses da Arrendatária ou de qualquer terceiro; - --

(vi) Não existem quaisquer processos ou procedimentos judiciais (incluindo qualquer procedimento administrativo) que se encontre pendente ou em iminência perante qualquer tribunal ou agência administrativa contra a Arrendatária, os quais, caso fossem decididos de forma desfavorável, viriam a produzir um efeito substancialmente desfavorável sobre sua condição financeira ou sobre a atividade comercial, ou sobre sua capacidade de cumprir com suas obrigações em conformidade com os termos do presente, e a Arrendatária entregou à Arrendadora, um relatório autêntico e correto de todos os processos e procedimentos judiciais pendentes que afetem a Arrendatária; - --

(vii) A Arrendatária não praticou qualquer ato societário, tampouco outras medidas foram tomadas ou procedimentos judiciais foram instaurados ou (segundo o melhor conhecimento e fé da Arrendatária) se encontram em iminência contra ela, ou em relação à sua liquidação, dissolução, administração ou reorganização, ou no que se refere à nomeação de um depositário, administrador, síndico administrativo, fiduciário ou oficial similar, em relação a esta ou a todos ou quaisquer de seus ativos ou receitas;-

(viii) A Arrendatária não se encontra em violação ou é inadimplente em conformidade com os termos de qualquer contrato no qual esta se constitua como uma parte, ou que lhe seja obrigatório, que vincule seus ativos, na extensão ou de uma forma que viesse a produzir um efeito substancialmente desfavorável sobre sua capacidade de cumprir com suas obrigações em

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conformidade com os termos do presente Arrendamento, e com os termos dos outros Documentos da Arrendatária; - --

(ix) Nenhuma Inadimplência ou Evento de Inadimplência ocorreu e permanece existente; - --

(x) As demonstrações contábeis anuais da Arrendatária, datadas de 31 de dezembro de 1999 (cujas cópias foram fornecidas à Arrendadora) foram preparadas em conformidade com os princípios contábeis geralmente aceitos, aplicados de forma consistente e apresentam (juntamente com as notas às mesmas) uma visão autêntica e fidedigna da condição financeira da Arrendatária, nas datas em cujas bases estas foram preparadas, assim como os resultados de operações da Arrendatária, no curso do exercício social e trimestre contábil então findo; - --

(xi) Desde 30 de junho de 2000, não tem havido qualquer alteração substancial desfavorável na atividade comercial ou na condição financeira da Arrendatária; e - --

(xii) Com base na Data da Entrega, todos os Impostos pelos quais a Arrendatária seja responsável, e os quais sejam então devidos, foram pagos; -

(xiii) Com base na Data da Entrega, a Arrendatária se encontra atualizada e em dia, não estando inadimplente e tendo efetuado o pagamento de todas as importâncias vencidas e devidas à Eurocontrol (e a qualquer outra agência governamental que tenha jurisdição competente) no que diz respeito à operação de sua aeronave, e não existe qualquer base, com relação à qual, qualquer reivindicação possa ser feita no sentido de que a Arrendatária não esteja plena e atual conformidade com as regulamentações que exijam seu pagamento tempestivo.

(c) Compromissos da Arrendatária.

(i) Manutenção da Existência Societária. A Arrendatária continuará a operar na qualidade de empresa de transporte aéreo, detendo um certificado operacional válido, assim como preservará e manterá sua existência societária e seus direitos, certificados, privilégios, licenças e franquias necessários à condução de suas operações comerciais, e ao cumprimento de suas obrigações em conformidade com os termos do presente e dos outros Documentos Válidos em cada jurisdição aplicável; - --

(ii) Pagamento de Impostos. A Arrendatária pagará ou fará com que sejam pagos todos os Impostos a ela tributados, ou sobre sua renda ou lucros, ou sobre qualquer propriedade a ela pertencente, na data de seu vencimento ou anteriormente à mesma, incluindo quaisquer prorrogações que tenham sido devidamente obtidas ou concedidas; ressalvando-se, entretanto, que a

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Arrendatária não será obrigada a pagar quaisquer desses Impostos cujo pagamento esteja sendo diligentemente contestado em boa fé e por meio de procedimentos apropriados, na proporção que não haja possibilidade razoável ou de o não pagamento desses Impostos ou de tal contestação quanto ao pagamento oferecerem a possibilidade de resultar em qualquer perda, venda, confisco, caducidade ou apreensão da Aeronave, da Estrutura da Aeronave ou de qualquer Motor ou de qualquer responsabilidade criminal ou civil por parte da Arrendadora ou de qualquer Pessoa que esteja fazendo reivindicações por meio, por intermédio ou em nome da Arrendadora; - --

(iii) Incorporação, Fusão, Etc. A Arrendatária não se fundirá ou será incorporada por qualquer outra sociedade, ou transmitirá, transferirá ou arrendará todos ou substancialmente todos os seus ativos, como um todo, a qualquer Pessoa, sem o consentimento da Arrendadora, consentimento este que não deverá ser negado de forma injustificada.

(iv) Alvarás e Licenças. A Arrendatária deverá preparar ou obter, assim como manter em pleno vigor e efeito, cada um e todos os consentimentos, licenças, certificados, aprovações, notificações, registros, arquivamentos ou outros atos junto a qualquer órgão governamental, cuja falta viria a produzir um efeito desfavorável sobre a operação, desempenho ou utilização da Aeronave, da Estrutura da Aeronave, de qualquer Motor ou de qualquer Peça, ou a assinatura, entrega ou cumprimento do presente Arrendamento; - -

(v) Observância às Leis. A Arrendatária deverá observar todas as leis e regulamentações, que estejam em vigor, de tempos em tempos, no Brasil e em qualquer país para, de onde, no ou por sobre o qual a Aeronave esteja realizando vôos; - --

(vi) Outros Atos. Às suas próprias expensas, de tempos em tempos, a Arrendatária deverá praticar e executar tais outros atos e atos adicionais, assim como assinar e entregar todos e quaisquer instrumentos adicionais, conforme possa ser exigido por lei ou conforme possam ser razoavelmente solicitados pela Arrendadora no sentido de instituir, manter e proteger os direitos e remédios da Arrendadora, e de executar e levar a efeito as intenções e propósitos do presente Arrendamento, e das partes do presente; -

(vii) Notificação de Evento de Inadimplência. A Arrendatária deverá notificar a Arrendadora, imediatamente, a respeito da ocorrência de qualquer Inadimplência ou Evento de Inadimplência, ou de qualquer ocorrência que poderia afetar, de forma desfavorável, a capacidade da Arrendatária de cumprir com qualquer de suas obrigações em conformidade com os termos do presente Arrendamento; - --

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(viii) Manutenção de Certificados, Consentimentos, etc. A Arrendatária deverá obter e manter todos os certificados, consentimentos, licenças, alvarás e autorizações necessários, bem como deverá tomar todas as medidas que possam ser necessárias ou desejáveis, em relação à devida continuidade de cumprimento de obrigações por parte da Arrendatária, em conformidade com os termos do presente Arrendamento, e no que se refere ao uso e operação da Aeronave no decorrer de todo o Prazo; - --

(ix) Notificação. A Arrendatária deverá notificar a Arrendadora, tão brevemente quanto possível após se tornar ciente de qualquer prejuízo, roubo, avaria ou destruição relacionada à Aeronave ou a qualquer Peça da mesma, - --

(x) Registros. A Arrendatária deverá manter registros precisos, completos e atuais, em idioma inglês, de todos os vôos realizados pela Aeronave, assim como todos os registros necessários em conformidade com a Seção 7 (a) (1) do presente. Tais registros deverão ser mantidos de tal maneira conforme a Autoridade de Registro possa, de tempos em tempos, exigir, e de tal maneira conforme a exigida pela FAA, em conformidade com as operações de transporte de cargas comerciais programadas, atendendo as recomendações do Fabricante e de quaisquer outros fabricantes e fornecedores de qualquer Peça da Aeronave, e de acordo com as práticas padrão da ICAO. A Arrendatária deverá fornecer à Arrendadora, ou ao consultor técnico da Arrendadora, mediante solicitação, cópias atualizadas completas de todos esses registros, bem como do Programa de Manutenção, e a Arrendadora e/ou o consultor técnico da Arrendadora poderão, às custas e expensas da Arrendadora, fazer cópias ou reproduções de quaisquer destas, em qualquer ocasião (incluindo, sem se constituir em limitação, no encerramento do Prazo, ou antes do mesmo, com o propósito de efetuar a transição da Aeronave para o programa de manutenção de uma outra operadora, no encerramento do Prazo); - --

(xi) Registro, Etc. Antes da entrega, a Arrendatária deverá, às suas custas e expensas, (a) fazer com que a Aeronave seja registrada no nome da Arrendadora junto à Autoridade de Registro, e com que o presente Arrendamento e a Hipoteca que cobre a Aeronave, sejam devidamente registrados junto à Autoridade de Registro, (b) tomar quaisquer outras medidas conforme possam ser necessárias ou apropriadas com o intuito de determinar e proteger os direitos da Arrendadora, ao amparo dos termos do presente Arrendamento e sobre a Aeronave, e os da Mutuante da Arrendadora, em conformidade com os termos da Hipoteca, conforme comparados aos direitos da Arrendatária e de quaisquer terceiros dentro do

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Brasil e (c) fornecer à Arrendadora, evidências que lhe sejam satisfatórias no que concerne a esse registro, matrícula e outras medidas que tenham sido efetivamente levadas a efeito.

SEÇÃO 5. Devolução da Aeronave.

(a) Devolução da Aeronave, Condições Por Ocasião da Devolução.

Na expiração ou rescisão do presente Arrendamento por parte da Arrendadora, no exercício de seus remédios relativos à inadimplência ou violação por parte da Arrendatária, a Arrendatária (às expensas exclusivas da Arrendatária) devolverá a Aeronave à Arrendadora, juntamente com os Documentos da Aeronave, em Las Vegas, Estado de Nevada [EUA], ou em outra localidade cabível, situada nos Estados Unidos, conforme instruída pela Arrendadora (sendo que qualquer dessas localidades passa a ser denominadas doravante, no presente, simplesmente como o "Local de Devolução"). Na época dessa devolução ao Local de Devolução, a Aeronave deverá estar em conformidade com os termos expostos na forma do Documento E anexo ao presente.

(b) Manuais. Por ocasião da devolução da Aeronave, mediante qualquer rescisão do presente Arrendamento, em conformidade com os termos do parágrafo (a) desta Seção 5, a Arrendatária deverá entregar ou fazer com que sejam entregues à Arrendadora, todos os Documentos da Aeronave, bem como quaisquer outros diários de bordo, manuais, desenhos e registros de dados e de inspeções, de manutenção, modificações e de revisões, cuja manutenção seja obrigatória no curso do Prazo (em qualquer circunstância, no idioma inglês) no que diz respeito à Aeronave, pela Autoridade de Registro e pela FAA (conforme se aplique às operações, em conformidade com os termos da Parte 121 da FAR). A Arrendatária deverá fornecer à Arrendadora um certificado de um diretor da Arrendatária, datado com a Data da Devolução, no que se refere à satisfação, por parte da Arrendatária, aos termos da presente Seção 5(b). Adicionalmente, a Arrendatária deverá retransferir à Arrendadora, às expensas da Arrendatária, o benefício de qualquer garantia de fabricante que tenha sido cedida à Arrendatária.

(c) Cooperação. No decorrer do Prazo, com notificação razoável, a Arrendatária deverá cooperar, às custas da Arrendadora, sob todos os aspectos cabíveis, com os esforços da Arrendadora voltados para a venda ou arrendamento da Aeronave, dos Documentos da Aeronave e dos documentos referidos na Seção 5(b), inclusive, sem se constituir em limitação, permitindo aos compradores ou arrendatários prospectivos, inspecionar a Aeronave, os Documentos da Aeronave, e os documentos referidos na Seção 5(b), tudo em conformidade com a Seção 12 do presente. Adicionalmente, se a

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Arrendadora solicitar, em qualquer época anterior ou posterior ao término do Prazo (contudo, em qualquer circunstância, dentro do prazo de 180 dias após o encerramento do Prazo), a Arrendatária, às expensas da Arrendadora, assistirá a Arrendadora na transição da Aeronave para o programa de manutenção da próxima operadora, contanto que essa assistência não venha a interferir, de forma injustificada, na atividade comercial ou nas operações da Arrendatária.

(d) Prorrogação de Prazo Em Função de Condições Existentes Por Ocasião da Devolução.

Caso a devolução da Aeronave, dos Documentos da Aeronave e dos documentos referidos na Seção 5(b) à Arrendadora, por parte da Arrendatária, venha a sofrer atrasos (atraso este que deverá ser considerado como tendo ocorrido até que a Arrendatária tenha satisfeito a todas as condições de devolução especificadas na presente Seção 5 e no Documento E) que superem a data exigida pelos termos do presente Arrendamento, todas as obrigações da Arrendatária, em conformidade com os termos do presente Arrendamento, permanecerão em vigor e efeito plenos, inclusive, no que diz respeito ao pagamento do Aluguel (incluindo o Aluguel Básico que deverá ser pago diariamente a uma taxa diária de 1/20 (um vinte avos) do Aluguel Básico mensal) e das Reservas de Manutenção, em conformidade com os termos do presente.

(e) Inobservância.

Na extensão que, na época da Inspeção Final, a condição da Aeronave, dos Documentos da Aeronave ou dos documentos referidos na Seção 5(b) não satisfaçam a presente Seção 5 e o Documento E, a Arrendatária, a critério da Arrendadora, porém às custas exclusivas da Arrendatária: - --

(i) retificará qualquer defeito ou inobservância conforme seja imediatamente possível (e em qualquer circunstância dentro do prazo de 30 (trinta) dias) em forma razoavelmente satisfatória à Arrendadora; e, na extensão que esse defeito ou inobservância se estenda além da Data de Devolução esperada, o Prazo será automaticamente prorrogado e o presente Arrendamento permanecerá em vigor e efeito plenos conforme previsto na Seção 5(d) acima, até que esse defeito ou inobservância tenha sido retificado; ou - --

(ii) devolver a Aeronave, os Documentos da aeronave e os documentos referidos na Seção 5(b) à Arrendadora, e a Arrendadora deverá, às expensas exclusivas da Arrendatária, envidar esforços cabíveis no sentido de retificar esse defeito ou inobservância de forma razoavelmente satisfatória à Arrendadora; e, na extensão que esse defeito ou inobservância se estenda além da Data de Devolução, o Prazo será automaticamente prorrogado e o

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presente Arrendamento permanecerá em vigor e efeito plenos, conforme previsto na Seção 5(d) acima, até que esse defeito ou inobservância tenha sido retificado.

(f) Documentos da Aeronave.

Antes da Data de Devolução e mediante solicitação da Arrendadora, a Arrendatária fornecerá à Arrendadora ou a seu representante ou qualquer arrendatário ou comprador prospectivo no que se refere à Aeronave, às expensas da Arrendatária, uma cópia autêntica, correta e completa dos Documentos da Aeronave, e dos documentos referidos na Seção 5(b), com o intuito de facilitar a transição, integração e transferência da Aeronave para qualquer frota de operadora subseqüente.

SEÇÃO 6. Direitos de Retenção.

A Arrendatária não criará, incorrerá, assumirá ou experimentará a existência, de forma direta ou indireta, de qualquer Direito de Retenção sobre ou no que diz respeito à Aeronave, ao título de propriedade da mesma, ou a qualquer interesse detido na mesma ou no presente Arrendamento, com exceção (i) dos respectivos direitos da Arrendadora e da Arrendatária, conforme previstos no presente e de quaisquer outros direitos existentes em conformidade com os Documentos Válidos, (ii) dos Direitos de Retenção da Arrendadora, e (iii) dos Direitos de Retenção de entregadores de materiais, mecânicos, operários, pessoal de consertos, funcionários ou outros Direitos de Retenção similares que tenham sua origem no curso da atividade comercial da Arrendatária, garantindo obrigações que não estejam em atraso por um período superior a 30 dias, na proporção que, no decorrer desse período de 30 dias, não haja qualquer risco substancial de venda, caducidade ou prejuízo da Estrutura da Aeronave ou de qualquer Motor, ou relativo a qualquer interesse sobre qualquer destes, sendo que a Arrendatária tomará (ou fará com que sejam tomadas), imediatamente, às suas próprias expensas, determinadas medidas conforme possam ser devidamente necessárias à quitação de qualquer de tais Direitos de Retenção que não os acima ressalvados, se o mesmo surgir em qualquer época.

SEÇÃO 7. Registro, Manutenção e Operação: Posse, Emblemas.

(a) (1) Registro e Manutenção.

A Arrendatária, às suas exclusivas custas e expensas, a não ser conforme de outra maneira abaixo especificado de maneira explícita, tendo seu início na Data da Entrega, e tendo continuidade por todo o período restante do Prazo: -

(A) Antes da entrega da Aeronave à Arrendatária, a Arrendatária deverá fazer com que a aeronave seja devidamente registrada, no nome da

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Arrendadora, junto à Autoridade de Registro, e em todas as ocasiões subseqüentes ao mesmo, deverá fazer com que a Aeronave permaneça devidamente registrada no nome da Arrendadora, em conformidade e sujeita às leis aplicáveis da Autoridade de Registro (sendo que a responsabilidade (incluindo o custo, salvo conforme expressamente disposto no presente de outra maneira) pela obtenção e manutenção desse registro será da Arrendatária, ressalvando-se, entretanto, que a Arrendadora deverá assinar e entregar todos esses documentos conforme a Arrendatária possa solicitar, de forma razoável, com o propósito de levar a efeito e de dar continuidade a esse registro); - --

(B) deverá manter, prestar assistência técnica, reparar e revisar a Aeronave (ou fazer com que esta seja mantida, receba a assistência técnica, seja reparada e revisada) (incluindo, sem se constituir em limitação, a Estrutura da Aeronave, os Motores, Peças e trem de pouso) (e qualquer motor que não se inclua na definição do termo Motor, contudo que esteja instalado na Aeronave): - --

(x) de forma a manter a Aeronave em uma condição de operação tão boa quanto a que se encontrava por ocasião de sua entrega por parte da Arrendadora à Arrendatária, em conformidade com os termos do presente, salvo no que se refere a seu uso e desgaste normais, e de forma a manter a Aeronave em tal condição conforme possa ser necessária para conservar e manter a Aeronave em condições ideais em relação ao serviço de navegação aérea, bem como de manter o certificado de aeronavegabilidade em boa situação em todas as épocas (a não ser nos momentos em que a Aeronave esteja recebendo os serviços de manutenção por parte do Prestador de Serviços de Manutenção Aprovado), junto à Autoridade de Registro, - --

(y) em conformidade com (1) o Programa de Manutenção, programa este que deverá incluir uma prevenção contra corrosão e um programa de controle aprovado pela Arrendadora, e que disponha a respeito da inspeção relativa à corrosão, e a respeito de limpeza, reparo e tratamento da mesma, de acordo com o tratamento de corrosão e critérios de correção previstos pelo fabricante de cada item aplicável do Equipamento, que seja, no que diz respeito à Aeronave, um programa de revisões (aprovado pela Arrendadora) e que disponha a respeito de toda a inspeção, assistência técnica, revisão e reposição de todos os componentes da Aeronave, exigidos pelo Fabricante, pela Autoridade de Registro e pela FAA, e (2) todas as Diretivas de Aeronavegabilidade que exijam observância ou quitação, em conformidade com os termos da Seção 7 (a) (3) do presente, e - --

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(z) em conformidade com os padrões da fabricante e da indústria, e substancialmente da mesma maneira que a Arrendatária mantém, presta serviços, repara e revisa aeronaves e motores similares operados pela Arrendatária, em circunstâncias similares, e sem que, de qualquer maneira, faça discriminações contra a Aeronave, quer em virtude do status de arrendada investido à mesma, quer de outra maneira, incluindo, sem se constituir em limitação, no que se refere à observância ou à quitação das Diretivas de Aeronavegabilidade; - --

(C) não deverá instalar componentes de reposição que se encontrem com desgaste excessivo ou que estejam em condição de modificação inferior, ou deverá trocar componentes da Aeronave, ou de seu interior, em época em que a Aeronave esteja prestes a ser devolvida à Arrendadora, por outros componentes que estejam em posse da Arrendatária para utilização em aeronave que permanecerá em possa da Arrendatária após essa devolução, visando reduzir ou evitar necessidades futuras de manutenção no que se refere a tal aeronave; - --

(D) deverá manter ou fazer com que sejam mantidos, no idioma inglês, todos os Documentos da Aeronave e outros registros, diários de bordo, e outros materiais cuja manutenção seja necessária, no que diz respeito à Aeronave, pela Autoridade de Registro, ou cuja devolução, juntamente com a Aeronave, seja obrigatória, em conformidade com os termos da Seção 5(b) do presente (Documentos da Aeronave, registros, diários de bordo e outros materiais estes que deverão, enquanto entre a Arrendadora e a Arrendatária, e entre todas as partes que possam fazer reivindicações por intermédio da Arrendatária, ser mantidos nas instalações de manutenção da Arrendatária, em São Paulo, Brasil (ou em tal outra localidade isolada conforme a Arrendatária possa vir a indicar por escrito à Arrendadora), constituindo-se, contudo, como propriedade da Arrendadora, passando a se constituir como propriedade da Arrendatária somente mediante a verificação de uma Ocorrência de Sinistro, e por ocasião da satisfação, por parte da Arrendatária, aos termos contidos na Seção 10 do presente); - --

(E) deverá permitir à Arrendadora estar presente em todos os serviços de manutenção, independentemente se designados como uma checagem, inspeção, revisão ou visita à oficina. Com reação a qualquer dessas manutenções, a Arrendadora estará investida do direito (contudo não da obrigação) de identificar, para a Arrendatária, qualquer item que não esteja em conformidade com o Programa de Manutenção e a Arrendatária deverá, imediatamente, fazer com que esse item seja posto em conformidade com esse Programa de Manutenção; e - --

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(F) fazer com que toda a manutenção, serviços, reparos e revisões executados no que diz respeito à Aeronave, Estrutura da Aeronave, qualquer Motor, ou a qualquer de suas Peças, a ser executada por um Prestador de Serviços de Manutenção Aprovado.

(2) Operação e Utilização. Desde e após a Data da Entrega, e pelo saldo do Prazo: - --

(A) A Arrendatária não efetuará a manutenção, utilizará, prestará serviços, efetuará reparos, revisará ou operará a Aeronave ou qualquer dos Documentos da Aeronave (i) em violação às normas e regulamentações da Autoridade de Registro, da FAA, ou de qualquer outra lei ou qualquer norma, regulamentação, tratado, ordem ou certificado de qualquer governo ou autoridade governamental que tenha jurisdição sobre a Aeronave ou sobre os Documentos da Aeronave, ou sobre um proprietário ou operador no que diz respeito à mesma (incluindo, sem se constituir em limitação, qualquer país que tenha sido o destino, origem, no interior do qual ou por sobre o qual a Aeronave tenha realizado vôos), (ii) em violação a qualquer certificado de aeronavegabilidade, licença ou registro relativo à Aeronave, expedido por qualquer dessas autoridades ou (iii) de forma contrária a qualquer recomendação do fabricante da Estrutura da Aeronave, dos Motores, ou de qualquer de suas Peças.

(B) A Arrendatária deverá se certificar que a tripulação e os engenheiros por ela empregados com relação à operação e manutenção da Aeronave possuam tais qualificações e sejam detentores de tais licenças conforme o exigido pela lei aplicável.

(C) A Arrendatária deverá utilizar a Aeronave exclusivamente em sua configuração de carga, e exclusivamente no transporte de cargas, em conformidade com a lei aplicável, e não deverá utilizar ou permitir que a Aeronave seja utilizada para o transporte de passageiros ou para qualquer finalidade para a qual a Aeronave não seja projetada ou seja razoavelmente adequada.

(D) A Arrendatária não deverá utilizar a Aeronave para o transporte de (i) animais inteiros, vivos ou mortos, a não ser nos compartimentos de carga, em conformidade com as regulamentações da I.A.T.A., e com exceção de animais domésticos de estimação transportados em contêineres adequados para impedir o escape de qualquer líquido e que garanta o bem estar do animal; (ii) ácidos, substâncias químicas tóxicas, outros materiais corrosivos, explosivos, combustíveis nucleares, resíduos ou quaisquer montagens ou componentes nucleares, salvo conforme permitido para aeronaves de carga, em conformidade com o programa de "Restrição de Mercadorias" expedido

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pela I.A.T.A., de tempos em tempos, e contanto que todas as exigências em relação a embalagens, ou de outra maneira, contidas no mesmo, sejam cumpridas; ou (iii) quaisquer outras mercadorias, materiais ou artigos de carga que poderiam gerar uma expectativa no sentido de provocar avarias à Aeronave, e que não poderiam obter a cobertura adequada por meio de seguro, exigido ou obtido em conformidade com os termos do presente Arrendamento.

(E) A Arrendatária não deverá utilizar a Aeronave para fins de treinamento, habilitação ou reconfirmação do status de pessoal que presta serviços na cabine, outro que não tal treinamento, habilitação ou reconfirmação conforme seja corriqueira no curso normal das operações da Arrendatária.

(F) A Arrendatária não providenciará ou permitirá que a Aeronave prossiga ou permaneça em quaisquer localidades que se constituam como localidades ou países que não possuam relações diplomáticas com os Estados Unidos ou que estejam sujeitas a uma ordem proibitiva (ou qualquer ordem ou diretiva similar) por parte do governo ou de outra autoridade brasileira ou norte-americana, ou de qualquer autoridade governamental ou outra autoridade que tenha jurisdição sobre a Arrendatária ou sobre a Aeronave, ou por parte das Nações Unidas.

(G) A Arrendatária não praticará ou permitirá a prática de qualquer coisa que possa expor a Aeronave, ou qualquer parte da mesma, a multas, penalidades, seqüestro, arresto, apreensão, detenção, confisco, tomada em execução, embargo, apropriação ou destruição, nem o abandono da Aeronave ou de qualquer parte da mesma e, se qualquer desses direitos reais de garantia, multas, penalidades, seqüestro, arresto, apreensão, detenção, confisco, tomada em execução, embargo ou apropriação vier a ocorrer, a Arrendatária deverá apresentar notificação imediata do mesmo à Arrendadora, e deverá providenciar, imediatamente, a retirada dos mesmos em relação à Aeronave, ou em relação à parte da mesma em questão, conforme possa ser o caso.

(H) A Arrendatária pagará, imediatamente, todas as taxas, encargos e todos os Impostos de qualquer natureza, relativos a licenças e registros (juntamente com quaisquer penalidades, multas ou juros sobre as mesmas) tributados ou exigidos por qualquer governo ou por qualquer autoridade fiscal, sobre ou no que diz respeito à Aeronave, ou sobre a propriedade, entrega, arrendamento, posse, utilização, operação, devolução ou outra alienação da mesma, assim como deverá fornecer à Arrendadora, imediatamente, mediante solicitação da Arrendadora, um relatório, especificado por itens, a respeito de todas essas taxas, encargos ou impostos a pagar, conforme aplicáveis com base na data dessa solicitação.

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(I) A Arrendatária, mediante solicitação, fornecerá à Arrendadora, comprovações satisfatórias de que todos os encargos incorridos pela Arrendatária, no que diz respeito à Aeronave, incluindo, sem se constituir em limitação, todos os pagamentos devidos a quaisquer autoridades de controle de navegação aérea, foram pagos e quitados na íntegra.

(J) A Arrendatária não deverá, em qualquer época (i) declarar ou sustentar que a Arrendadora está transportando mercadorias ou passageiros na Aeronave, ou que esta esteja de qualquer maneira ligada ou associada com qualquer operação de transporte (quer por meio de contratação, recompensa ou como cortesia) que possa ser empreendida pela Arrendatária ou (ii) penhorar o crédito da Arrendadora.

(K) A Arrendatária obterá ou buscará a obtenção de todos e quaisquer certificados, licenças, alvarás e autorizações necessários, exigidos para a utilização e operação da Aeronave e para a efetivação dos pagamentos exigidos, assim como para a satisfação, por parte da Arrendatária, de suas outras obrigações, em conformidade com os termos do presente Arrendamento, e manterá cada uma destas, ou providenciará para que cada uma destas seja mentida em pleno vigor e efeito, pelo prazo que as mesmas sejam obrigatórias.

(L) A Arrendatária manterá a Arrendadora e, se exigido pelos seguros requeridos pelo presente, as seguradoras da Arrendatária, informadas no que se refere aos números de série atuais dos Motores, e de qualquer motor temporariamente instalado na Aeronave ou em um Motor, conforme possa ser o caso, em conformidade com as disposições do presente, assim como a respeito da localidade de qualquer Motor que, à época, não esteja instalado na Aeronave ou em um Motor, conforme possa ser o caso; e deverá fornecer à Arrendadora, mensalmente, um resumo (na forma do Documento B anexo ao presente) dessas informações, assim como deverá fornecer ou fazer com que sejam imediatamente fornecidas à Arrendadora, todas essas informações conforme a Arrendadora possa, de tempos em tempos, solicitar de forma razoável, com referência à Aeronave ou a qualquer parte da mesma, sua utilização, localização e condição, incluindo, sem se constituir em limitação, as horas ou ciclos, ou horário oficial, o que seja aplicável, que haja em disponibilidade na Aeronave, em qualquer motor, e em qualquer trem de pouso, até a próxima checagem, inspeção, revisão ou visita à oficina, conforme possa ser o caso.

(M) Salvo conforme previsto na Seção 7(b) do presente, os Motores, em todas as épocas, permanecerão devidamente instalados na Aeronave, conforme possa ser o caso. Adicionalmente, e não obstante a qualquer

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disposição contida em contrário no presente, a Arrendatária poderá instalar (ou providenciar para que seja instalado) na Aeronave, qualquer Motor Alternativo Aceitável que não seja de propriedade da Arrendadora, se qualquer Motor estiver passando por serviços de manutenção, conforme previsto na Seção 7(b) do presente, tão imediatamente quanto possível após a conclusão dessa manutenção no que diz respeito a esse Motor, a Arrendatária deverá reinstalar esse Motor (ou providenciar a reinstalação do mesmo) na Estrutura da Aeronave. Qualquer Motor substituído por um Motor Alternativo Aceitável, conforme acima mencionado, permanecerá sendo abrangido pelo termo Motor. Em nenhuma ocasião qualquer Motor deverá ser instalado em qualquer aeronave, a não ser na Aeronave. A Arrendadora concorda que nem ela, nem suas sucessoras ou cessionárias, adquirirão ou reivindicarão qualquer direito, título de propriedade ou interesse sobre qualquer Motor Alternativo Aceitável que não seja de propriedade da Arrendadora, instalado na Estrutura da Aeronave, conforme previsto acima.

(N) A Arrendatária (1) não deverá operar a Aeronave (ou permitir que esta seja operada) em qualquer localidade ou jurisdição em que a cobertura de seguro mantida pela Arrendatária e exigida pelo presente Arrendamento não esteja em pleno vigor e efeito em todas as épocas; (2) não deverá operar a Aeronave em qualquer localidade, jurisdição ou país que não mantenha relações diplomáticas plenas com os Estados Unidos; (3) não deverá operar a Aeronave fora do âmbito do Brasil; (4) não deverá operar a Aeronave onde essa operação não for permitida pela lei aplicável; (5) não deverá operar a Aeronave (ou permitir que a Aeronave fique em terra), ou consentir ou permitir que qualquer Pessoa opere a aeronave (ou permitir que a Aeronave fique em terra), dentro ou em direção a qualquer zona de guerra, qualquer área que esteja passando por hostilidades reais ou iminentes, ou qualquer área que esteja exclusa da cobertura de qualquer seguro que tenha sua manutenção obrigatória pelos termos da Seção 11 do presente.

(O) A Arrendatária, em todas as épocas, deverá cumprir com todas as exigências de todas as apólices de seguro cuja manutenção seja obrigatória pelos termos da Seção 11 do presente, e não deverá tomar quaisquer medidas que viessem a produzir um efeito de anulação de qualquer dessas apólices.

(3) Diretivas de Aeronavegabilidade. A Arrendatária deverá observar e ficar quites com todas as Diretivas de Aeronavegabilidade que tenham sido expedidas antes da aeronave ser devolvida à Arrendadora, cuja observância seja obrigatória anteriormente e dentro do prazo de 180 dias subseqüentes à devolução da Aeronave à Arrendadora. Todas as Diretivas de Aeronavegabilidade deverão ser executas em estrita observância a todas as

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instruções específicas de agências emissoras. A Arrendatária deverá incluir, dentro dos Documentos da Aeronave e daqueles que devam ser devolvidos à Arrendadora, em conformidade com os termos da Seção 5(b), toda a documentação necessária no sentido de se estabelecer os dados fonte, o método de observância, verificação de execução, garantia de qualidade, e todos os programas de ações recorrentes de qualquer Diretiva de Aeronavegabilidade.

(b) Posse.

A Arrendatária não subarrendará ou de qualquer outra maneira entregará, transferirá ou abrirá mão da posse da Estrutura da Aeronave ou de qualquer Motor, ou instalará ou permitirá a instalação de qualquer Motor em qualquer estrutura da aeronave, outra que não a Estrutura da Aeronave, ou qualquer motor, outro que não um Motor; ressalvando-se que, na proporção que nenhuma Inadimplência ou Evento de Inadimplência tenha ocorrido e permaneça existente na época dessa entrega, transferência ou desistência de posse, ou instalação, e na proporção que a medida que deva ser tomada não venha a privar a Arrendadora de seu título de propriedade, ou de seu interesse sobre qualquer dos Equipamentos, a Arrendatária disponibilizar a posse da Estrutura da Aeronave ou de qualquer Motor a seu fabricante, ou a qualquer outra Pessoa, para realização de testes, prestação de serviços, reparos, serviços de manutenção ou revisão, na Estrutura da Aeronave, Motor, ou em qualquer de suas Peças, ou para a realização de alterações ou modificações ou acréscimos a essa Estrutura da Aeronave ou Motor, em qualquer circunstância, na extensão exigida ou permitida pelos termos do presente Arrendamento (contanto que a ressalva terá continuidade somente na proporção que tal realização de testes, prestação de serviços, reparo, manutenção, revisão, alteração, modificação ou serviço extra, esteja em situação de desenvolvimento ativo).

(c) Emblema.

A Arrendatária concorda em afixar e manter (ou em fazer com que seja afixado ou mantido) na cabine da Aeronave, adjacente ao certificado de registro na mesma contido, e em cada Motor, uma plaqueta identificadora (no tamanho mínimo de 5" x 7") contendo a inscrição: - --

"Esta(e) [Aeronave] / [Motor] é propriedade da Pacific Coast Group, Inc." - -

(sendo que essa plaqueta de identificação deverá ser substituída, se necessário, com uma plaqueta de identificação que expresse o nome de qualquer sucessora da Arrendadora, conforme permitido em conformidade com os termos dos Documentos Válidos).

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Salvo conforme acima disposto, a Arrendatária não permitirá que o nome de qualquer Pessoa seja colocado na Aeronave ou em qualquer Motor como uma indicação que poderia ser interpretada como uma reivindicação de propriedade; ressalvando-se que nada contido no presente deverá proibir a Arrendatária (ou um fretador da Aeronave, conforme permitido em conformidade com o presente) da colocação de suas cores e emblema habituais na Estrutura da Aeronave ou em qualquer Motor.

SEÇÃO 8. Reposição de Peças, Alterações, Modificações e Acréscimos.

(a) Reposição de Peças.

A Arrendatária deverá repor, imediatamente, ou providenciar a reposição, de todas as Peças que possam, de tempos em tempos, passar a estar desgastadas, serem perdidas, roubadas, destruídas, seqüestradas, confiscadas, avariadas de forma irreparável ou de forma a se tornarem definitivamente inadequadas ao uso, independentemente de qual seja a razão, salvo conforme de outra maneira previsto na Seção 8(b) do presente. Todas as peças de reposição deverão ser de propriedade da Arrendatária, livres e desembaraçadas de todos os Direitos de Retenção, deverão ser intercambiáveis no que se refere à sua forma, ajuste e função, deverão ter no mínimo o mesmo status de execução no boletim de prestação de serviços obrigatório e recomendado, deverão ser garantidas por funcionários qualificados do controle de qualidade da Arrendatária, no sentido de que essas Peças não tenha sido envolvidas em quaisquer incidentes anteriores, aterrissagens forçadas ou greves de iluminação, não sejam arrendadas, não sejam peças "falsificadas", tenham, como comprovação, os registros exigidos pela FAA, e deverão ser aprovadas pela Autoridade de Registro e pela FAA, deverão ter a possibilidade de serem completamente rastreadas, deverão ter sido revisadas ou reparadas e inspecionadas por um agente aceitável à Autoridade de Registro e à FAA, e deverão estar em condições de operação tão boas, assim como deverão ter um valor e utilidade no mínimo equivalente, às Peças substituídas, tomando-se como premissa que essas Peças substituídas se encontrassem nas condições e com os reparos de manutenção obrigatória pelos termos do presente, e todos os registros históricos, no que diz respeito a essas Peças, deverão ser mantidos. Todas as Peças que sejam em qualquer época removidas da Estrutura da Aeronave ou de qualquer Motor, permanecerão sendo propriedade da Arrendadora, assim como permanecerão sujeitas ao presente Arrendamento, não importando onde estejam localizadas, até tal ocasião em que essas Peças venham a ser substituídas por peças que tenham sido incorporadas, instaladas, ou afixadas à Aeronave, e que atendam às exigências pertinentes às peças de reposição acima

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especificadas. Imediatamente após qualquer peça de reposição passar a ser incorporada, instalada ou afixada à Estrutura da Aeronave ou a qualquer Motor, conforme previsto acima, sem a necessidade de outros atos (i) sua titularidade será investida na Arrendadora, e essa peça de reposição passará a constituir a propriedade da Arrendadora, passando a ficar sujeita ao presente Arrendamento, e será considerada como uma Peça para todas as finalidades do presente, na mesma extensão que as Peças originariamente incorporadas, instaladas ou afixadas à Estrutura da Aeronave, ou a tal Motor; (ii) a Peça substituída não mais constituirá a propriedade da Arrendadora, e não mais será considerada como uma Peça, em conformidade com os termos do presente; e (iii) a titularidade da Peça substituída passará a ser investida, subseqüentemente ao mesmo, à Arrendatária, livre e desembaraçada de todos os direitos da Arrendadora.

(b) Alterações, Modificações e Acréscimos.

A Arrendatária fará (ou providenciará para que sejam efetuadas) determinadas alterações e modificações, assim como acréscimos, à Estrutura da Aeronave e Motores, conforme possam ser ter sua efetivação obrigatória no decorrer do Prazo, no sentido de atender aos padrões aplicáveis da Autoridade de Registro, da FAA, e de qualquer agência ou órgão regulador aplicável de qualquer outra jurisdição, ou que tenha jurisdição sobre a Aeronave, de forma a retratar essas modificações (e quaisquer outras que sejam permitidas) nos registros e manuais mantidos no que diz respeito à Aeronave, em conformidade com todas as leis aplicáveis e de acordo com o Programa de Manutenção, assim como para manter, em todas as épocas, o certificado de aeronavegabilidade padrão relacionado à Aeronave. Todas as Peças incorporadas, instaladas, afixadas ou adicionadas à Estrutura da Aeronave ou a um Motor, em conseqüência dessa alteração, modificação ou acréscimo, sem que sejam necessários outros atos, passarão a ficar sujeitas ao presente Arrendamento, e passarão a constituir a propriedade, bem como terão sua titularidade investida à Arrendadora. A Arrendatária não deverá efetuar quaisquer acréscimos, alterações ou modificações à Aeronave (incluindo, sem se constituir em limitação, uma alteração à sua configuração), outras que não conforme expressamente exigido pelo presente parágrafo (b), ou conforme aprovadas por escrito pela Arrendadora. Antes de iniciar o serviço relacionado a qualquer desses acréscimos, alterações ou modificações, a Arrendatária deverá apresentar à Arrendadora, notificação com antecedência mínima de 30 (trinta) Dias Úteis a respeito do mesmo, notificação esta que deverá incluir uma descrição detalhada do acréscimo, alteração ou modificação, e o nome da unidade de manutenção proposta (que

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seja aceitável à Arrendadora) que deverá concluir o serviço. A Arrendatária deverá atender a quaisquer solicitações razoáveis da Arrendadora no que se refere ao mesmo, incluindo uma solicitação, por parte da Arrendadora, no sentido de modificar o escopo to serviço a ser prestado, ou de alterar a entidade que deva prestar o serviço.

SEÇÃO 9. RESERVADA.

SEÇÃO 10. Sinistro, Destruição, Requisição, etc.

(a) Ocorrência de Sinistro no que diz Respeito à Aeronave.

Por ocasião da verificação de uma Ocorrência de Sinistro no que diz respeito à Aeronave, de forma isolada, ou no que diz respeito à Estrutura da Aeronave e aos Motores (e/ou aos motores então instalados na mesma), a Arrendatária deverá (1) imediatamente (e em qualquer circunstância dentro do prazo de 03 (três) dias subseqüentes a essa ocorrência) apresentar, à Arrendadora, uma notificação escrita a respeito dessa Ocorrência de Sinistro e (2) na extensão que não seja pago previamente à Arrendadora como resultados de seguro, esta deverá pagar ou providenciar o pagamento, à Arrendadora (sendo que a data exigida em relação a esse pagamento passa a ser denominada doravante, no presente, simplesmente como a "Data de Pagamento do Sinistro") dentro do período que ocorra com maior antecedência entre (x) 30 (trinta) dias após essa ocorrência e (y) imediatamente, por ocasião do recebimento dos resultados de seguro, na forma especificada na Seção 3(d) do presente, a soma de (A) Valor Estipulado do Sinistro em relação à Aeronave; mais (B) todo o Aluguel Suplementar então devido e não pago em conformidade com os termos do presente (importâncias estas que devam ser pagas às Pessoas autorizadas às mesmas); mais (C) os juros sobre esse Valor Estipulado do Sinistro, à Taxa de Atraso, desde a data correspondente à Data de Pagamento do Sinistro, até a data em que esse Valor Estipulado do Sinistro seja efetivamente pago; ressalvando-se que, a Arrendatária deverá ainda pagar todo o Aluguel Básico, como e quando devido e passível de pagamento em conformidade com os termos do Arrendamento, até a Data de Pagamento do Sinistro.

Nessa época, conforme a Arrendadora tenha efetivamente recebido a soma das importâncias especificadas nas cláusulas (A), (B) e (C) acima, (1) a obrigação da Arrendatária em pagar o Aluguel Básico, em conformidade com os termos do presente, no que diz respeito à Aeronave e aos Documentos da Aeronave, deixarão de se acumular, (2) o Prazo, em relação à Aeronave e aos Documentos da Aeronave, se extinguirá, e (3) a Arrendadora transferirá à Arrendatária, ou a quem esta venha a instruir, sem apelações ou garantias, todo o direito, título de propriedade e interesse

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investidos à Arrendadora, sobre e em relação à Estrutura da Aeronave, aos Documentos da Aeronave e aos Motores "no estado e no local", assim como deverá fornecer à Arrendatária, ou a quem esta venha a instruir, e às suas custas, uma nota de venda, em forma e teor razoavelmente satisfatórios à Arrendatária, comprovando essa transferência e (4) a Arrendatária será sub-rogada em relação a todas as reivindicações da Arrendadora, se houver, contra terceiros (outras que não aquelas relacionadas a qualquer apólice de seguro independentemente mantida pela Arrendadora, em conformidade com a Seção 11 do presente) na extensão que a mesma tenha relação com danos físicos ou prejuízos à Aeronave, e a quaisquer Motores que estavam sujeitos a essa Ocorrência de Sinistro.

(b) Ocorrência de Sinistro no que diz Respeito a um Motor (incluindo o Motor Sobressalente, se houver).

Por ocasião da verificação de uma Ocorrência de Sinistro, no que diz respeito a um Motor, sob circunstâncias em que não tenha sido verificada uma Ocorrência de Sinistro relativa à aeronave, a Arrendatária deverá, imediatamente após (e em qualquer circunstância, dentro de três dias após essa ocorrência), apresentar à Arrendadora uma notificação escrita do mesmo, e deverá, dentro do prazo de 30 (trinta) dias após a verificação dessa Ocorrência de Sinistro (denominado doravante, no presente, simplesmente como o "Período de Substituição"), transmitir ou fazer com que seja transmitido à Arrendadora, como substituição pelo Motor com relação ao qual essa Ocorrência de Sinistro ocorreu, o título de propriedade de um Motor Alternativo Aceitável, conforme possa ser o caso, livre e desembaraçado de todos os Direitos de Retenção, em condições de operação tão boas, e possuindo um valor, utilidade e vida útil remanescente no mínimo equivalente à do Motor com relação ao qual essa Ocorrência de Sinistro tenha sido verificada, tomando-se como premissa que esse Motor fosse do valor, utilidade e que possuísse uma vida útil remanescente, e se encontrasse na condição e reparo exigidos pelos termos do presente instrumento, imediatamente antes da verificação dessa Ocorrência de Sinistro. Antes ou até e inclusive a época da ocorrência de qualquer dessas transmissões, a Arrendatária, às suas próprias expensas, (i) fornecerá à Arrendadora uma nota de venda com garantia (no que concerne ao título), em forma e teor razoavelmente satisfatórios à Arrendadora, no que diz respeito a esse Motor Alternativo Aceitável, (ii) fará com que um Suplemento de Arrendamento relativo ao mesmo seja devidamente assinado pela Arrendatária, e que seja devidamente arquivado, ao amparo das leis, normas e regulamentações aplicáveis da Autoridade de Registro, (iii) e fornecerá comprovações d

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atendimento às disposições de seguro da Seção 11 do presente, no que diz respeito a esse Motor Alternativo Aceitável, conforme a Arrendadora possa solicitar de forma razoável, (iv) fornecerá à Arrendadora tais documentos conforme a Arrendadora venha a solicitar, o que diz respeito a esse Motor Alternativo Aceitável, incluindo, sem se constituir em limitação, todos os registros pré-operacionais em disco, e (v) fornecerá à Arrendadora um parecer de advogado aceitável à Arrendadora, e a partir de um advogado aceitável à Arrendadora, no sentido de que aquele título de propriedade, pertinente a tal Motor Alternativo Aceitável, foi devidamente transmitido à Arrendadora, livre e desembaraçado de todos os Direitos de Retenção, e a Arrendadora transferirá, à Arrendatária, a alguém a quem esta instrua, sem apelações ou garantias (em bases de "no estado", "no local"), todo o direito, título de propriedade e interesse da Arrendadora, se houver, sobre e em relação (A) ao Motor no que diz respeito ao qual essa Ocorrência de Sinistro se verificou, assim como fornecerá à Arrendatária ou a quem esta instruir, às suas expensas, uma nota de venda, em forma e teor razoavelmente satisfatórios à Arrendatária, com provando essa transferência e (B) a todas as reivindicações, se houver, contra terceiros (outras que não no que diz respeito a qualquer apólice de seguros independentemente mantidas pela Arrendadora), por qualquer dano ou prejuízo ao Motor, sujeito a essa Ocorrência de Sinistro, e, esse Motor, após o mesmo, deixará de ser um Motor arrendado em conformidade com os termos do presente. Para todas as finalidades do presente, cada um desses motores Alternativos Aceitáveis, após essa transmissão, será considerado como parte da propriedade arrendada em conformidade com os termos do presente instrumento, e será considerado como sendo um "Motor". Nenhuma Ocorrência de Sinistro, no que diz respeito a um Motor, sob as circunstâncias contempladas pelos termos do presente parágrafo (b) resultará em qualquer redução no Aluguel Básico ou em quaisquer outras importâncias devidas pela Arrendatária em conformidade com os termos de qualquer Documento Válido.

(c) <u>Aplicação de Pagamentos provenientes de Autoridades Governamentais para a Requisição de Título, Etc.</u>

Quaisquer pagamentos (outros que não os de resultados de seguros cuja aplicação seja prevista na Seção 11) recebidos em qualquer época pela Arrendadora ou pela Arrendatária, por parte de qualquer autoridade governamental ou outra Pessoa, no que diz respeito a uma Ocorrência de Sinistro, serão aplicados da seguinte forma: - --

(i) se os pagamentos forem recebidos no que diz respeito à Estrutura da Aeronave (ou no que diz respeito à Estrutura da Aeronave, qualquer Motor

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ou motores então instalados na mesma e no que se refere aos Documentos da Aeronave relacionados à mesma), após o reembolso da Arrendadora, no que concerne a seus custos e despesas cabíveis, na proporção que tais pagamentos remanescentes não venham a ultrapassar o Valor Estipulado do Sinistro, bem como os outros valores passíveis de pagamento, em conformidade com os termos da Seção 10(a) do presente, que devam ser pagos pela Arrendatária, em conformidade com os termos da Seção 10(a) do presente, deverão ser aplicados como abatimentos à obrigação da Arrendatária em pagar o Valor Estipulado do Sinistro, bem como os outros valores a serem pagos em conformidade com os termos da Seção 10(a) do presente, caso já não tenham sido pagos pela Arrendatária, ou, se já tiverem sido pagos pela Arrendatária, deverão ser aplicados para reembolsar a Arrendatária por seu pagamento do Valor Estipulado do Sinistro, assim como tais outros valores, e subseqüentemente à aplicação acima, o saldo, se houver, desses pagamentos, deverá ser distribuído à Arrendadora; e - --

(ii) Se esses pagamentos forem recebidos no que diz respeito a um Motor, sob as circunstâncias contempladas pela Seção 10(b) do presente, na proporção que tais pagamentos remanescentes após o reembolso da Arrendadora, por seus custos e despesas cabíveis, devam ser pagos à, ou retidos pela, Arrendatária, ressalvando-se que a Arrendatária tenha cumprido, na íntegra, com os termos da Seção 10(b) no que diz respeito à Ocorrência de Sinistro em relação à qual esses pagamentos são efetuados.

(d) Requisição para o Uso da Aeronave por parte do Governo de Registro.

Em caso de requisição da Estrutura da Aeronave e dos Motores, ou de motores instalados na mesma, para uso, no decorrer do Prazo, que não constitua uma Ocorrência de Sinistro, a Arrendatária deverá notificar a Arrendadora imediatamente a respeito dessa requisição, e todos os direitos e obrigações da Arrendatária, em conformidade com os termos do presente Arrendamento, terão continuidade na mesma extensão que essa requisição não tenha ocorrido. Todos os pagamentos recebidos por parte da Arrendadora ou da Arrendatária, relativos à utilização dessa Estrutura da Aeronave e desses Motores ou motores, deverão ser efetuados retidos pela Arrendatária. Nenhuma dessas requisições resultará em qualquer redução do Aluguel Básico ou de qualquer montante devido a partir da Arrendatária, em conformidade com os termos de qualquer Documento Válido, e as obrigações da Arrendatária, terão continuidade por todo o Prazo.

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(e) Aplicação de Pagamentos Durante a Existência de Eventos de Inadimplência.

Qualquer valor referido na presente Seção 10, valor este que seja passível de pagamento ou de retenção por parte da Arrendatária, não deverá ser pago ou retido pela Arrendatária se, na época desse pagamento ou retenção, uma Inadimplência ou um Evento de Inadimplência tiver ocorrido e permanecer existente, contudo deverá ser retido e pago à Arrendadora como garantia pelas obrigações da Arrendatária em conformidade com os termos do presente Arrendamento, e aplicado com relação às obrigações da Arrendatária, em conformidade com os termos do presente, como e quando devido. Nessa época, conforme não haja a persistência de qualquer dessas Inadimplências ou Eventos de Inadimplência, esse valor será imediatamente pago à Arrendatária, na extensão que não seja previamente aplicado de acordo com a sentença precedente.

SEÇÃO 11. Seguro.

(a) A partir da Data da Entrega, e em todas as ocasiões subseqüentes à mesma, a Arrendatária será responsável por efetuar e manter, ou por fazer com que sejam efetuados e mantidos, em pleno vigor e efeito, seguros no que diz respeito à Aeronave e aos Documentos da Aeronave, em conformidade com o seguro habitualmente feito por empresas de transporte aéreo em situação similar à da Arrendatária, e de um tipo, bem como em tais valores e oferecendo cobertura a tais riscos, de tempos em tempos, conforme especificado na forma do Documento F anexo ao presente, e constituído como parte integrante do presente, e obtido por intermédio de tais corretores, e mantido junto a tais companhias de seguro e resseguro, conforme sejam aceitáveis à Arrendadora e à Mutuante da Arrendadora (denominados doravante, no presente, simplesmente como os "Seguros"), ressalvando-se, entretanto, que se a Arrendadora vir a solicitar da Arrendatária manter os Seguros em valores excedentes aos especificados no Documento F anexo ao presente, a Arrendatária deverá obter tal seguro adicional conforme instruído pela Arrendadora, às custas e expensas incrementais exclusivas da Arrendadora, ressalvando-se, não obstante a qualquer coisa em contrário contida no presente, que a Arrendadora poderá, ainda, (na proporção que o mesmo não prejudique qualquer seguro cuja manutenção seja obrigatória pela Arrendatária, em conformidade com os termos da presente Seção 11) manter seguros, por sua própria conta e às suas custas e expensas exclusivas, no que diz respeito a seu direito sobre a Aeronave. Os Seguros serão efetuados diretamente com seguradoras e resseguradoras de idoneidade reconhecida, que normalmente participam em seguros de aviação

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(seguradoras estas que deverão ser conduzidas, em qualquer circunstância, por essa(s) seguradora(s) conceituada(s), conforme possa(m) ser razoavelmente aceitáveis à Arrendadora).

(b) Se, em qualquer época, a Arrendadora desejar revogar sua aprovação em relação a qualquer seguradora, a Arrendadora e/ou suas corretoras deverão consultar a Arrendatária e os corretores da Arrendatária (no que se refere ao prazo aprovado pela Arrendadora) no que se refere à mesma ser ou não alterada para proteger os interesses das partes seguradas. Se, subseqüentemente a essa consulta, a Arrendadora considerar, de forma razoável, que o mesmo deve ser alterado, a Arrendatária deverá, então, providenciar ou fazer acordos, ou providenciar para que sejam celebrados acordos com seguradoras alternativas satisfatórias à Arrendadora.

(c) Enquanto entre a Arrendadora e a Arrendatária, fica acordado que todos os resultados de seguro mantidos em conformidade com os termos do presente, e recebidos em conseqüência da verificação de uma Ocorrência de Sinistro, serão aplicados conforme se segue: - --

(x) Se esses pagamentos são recebidos no que diz respeito à Estrutura da Aeronave (ou no que diz respeito à Estrutura da Aeronave, aos Motores instalados na mesma), (i) na proporção que tais pagamentos remanescentes, após o reembolso da Arrendadora por seus custos e despesas cabíveis, não venham a ultrapassar o Valor Estipulado do Sinistro, bem como os outros valores passíveis de pagamento, em conformidade com os termos da Seção 10(a) do presente, que devam ser pagos pela Arrendatária, em conformidade com os termos da Seção 10(a) do presente, deverão ser aplicados como abatimento à obrigação da Arrendatária em pagar o Valor Estipulado do Sinistro, bem como os outros valores a serem pagos em conformidade com os termos da Seção 10(a) do presente, caso já não tenham sido pagos pela Arrendatária, ou, se já tiverem sido pagos pela Arrendatária, deverão ser aplicados para reembolsar a Arrendatária por seu pagamento desse Valor Estipulado do Sinistro, assim como tais outros valores, passíveis de pagamento em conformidade com os termos da Seção 10(a) do presente, e o saldo, se houver, desses pagamentos remanescentes, subseqüentemente ao mesmo, será pago ou retido pela Arrendatária; e - --

(y) Se esses pagamentos forem recebidos no que diz respeito a um Motor, sob as circunstâncias contempladas pela Seção 10(b) do presente, na proporção que tais pagamentos remanescentes após o reembolso da Arrendadora, por seus custos e despesas cabíveis, devam ser pagos à, ou retidos pela, Arrendatária, ressalvando-se que a Arrendatária tenha cumprido, na íntegra, com os termos da Seção 10(b) do presente, no que diz

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respeito à Ocorrência de Sinistro em relação à qual esses pagamentos são efetuados.

(d) A Arrendatária: - --

(1) deverá garantir que Beneficiários Adicionais sejam nomeados como beneficiários adicionais em cada um dos Seguros que cobrem a Aeronave, e a Mutuante da Arrendadora, se houver, em não havendo, então a Arrendadora, deverá ser nomeada como "Beneficiária do Sinistro", em conformidade com os termos dos seguros exigidos pelas Seções (a), (b) e (c) do Documento F anexo ao presente.

(2) deverá garantir que todas as exigências legais, no que se refere ao seguro da Aeronave ou de qualquer Peça da mesma que possam, de tempos em tempos, ser impostas pelas leis do governo de registro ou por qualquer estado com destino, origem, ou sobre o qual a Aeronave tenha realizado vôos, no que estas afetem ou façam referências à operação da Aeronave, sejam cumpridas, e, especificamente, aquelas exigências em relação às quais seja necessário o cumprimento no sentido de garantir que (a) a Aeronave não se encontra em perigo de detenção ou caducidade, (b) os Seguros permanecem válidos e em pleno vigor e efeito, e (c) os interesses das Partes Indenizadas nos Seguros e na Aeronave, ou em qualquer Peça da mesma, não sejam pelo mesmo prejudicados; - --

(3) não deverá utilizar, fazer com que ou permitir que a Aeronave seja utilizada para qualquer finalidade ou de qualquer maneira que não a coberta pelos Seguros, ou fora de qualquer limite geográfico imposto por esses Seguros ou para qualquer fim ou de qualquer maneira que seja contrária à lei aplicável. A Arrendatária deverá satisfazer, bem como providenciar a satisfação, aos termos e condições de todas e de cada uma das apólices de Seguros, e não deverá praticar, consentir com a sujeição, ou concordar com qualquer ato ou omissão que invalide ou que possa invalidar ou tornar inexeqüível, ou que possa tornar inexeqüível, a totalidade ou qualquer parte de qualquer desses Seguros; - --

(4) deverá garantir que, em todas as épocas, no decorrer do Prazo, todos os Seguros (cujo prazo deverá incluir, para as finalidades da sentença precedente, políticas de reposição) possuam um prazo mínimo remanescente de no mínimo 10 (dez) Dias Úteis. Deverá ser entregue à Arrendadora, no mínimo 10 (dez) Dias Úteis antes da data de expiração, confirmação escrita a respeito da conclusão da renovação. Certificados de seguro, em idioma inglês, detalhando a cobertura e confirmando a concordância por parte das seguradoras em relação às exigências de seguro especificadas do presente Arrendamento, e substancialmente na mesma forma que o certificado

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previamente entregue, devem ser fornecidos à Arrendadora, na mesma época; - --

(5) deverá fornecer, ou fazer com que sejam fornecidos à Arrendadora, na Data da Entrega, ou anteriormente à mesma, e em cada aniversário anual da Data da Entrega, um relatório, assinado por uma empresa independente de corretores de seguros razoavelmente aceitável à Arrendadora (denominada doravante, no presente, simplesmente como a "Corretora de Seguros"), descrevendo, em detalhes razoáveis o seguro e o resseguro então efetuado e mentido no que diz respeito à Aeronave, e expondo o parecer dessa empresa, no sentido de que (a) todos os prêmios relacionados a esse seguro então devido, foram pagos, (b) esse seguro satisfaz os termos do presente e (c) esse seguro oferece coberturas contra riscos que sejam habitualmente segurados por outras operadoras que se encontrem em situação similar à da Arrendatária, e que essas coberturas sejam em formas substancialmente similares, sejam de determinados tipos, e possuam limites que se situem dentro da gama dos limites que são habitualmente segurados pelas outras operadoras que estejam em situação similar à da Arrendatária; - --

(6) deverá fazer com que a Corretora de Seguros concorde, imediatamente (e em qualquer circunstância dentro do prazo de 02 (dois) Dias Úteis), em comunicar a cada Beneficiário Adicional, por escrito, a respeito de qualquer inadimplência no pagamento de qualquer prêmio, assim como a respeito de qualquer outro ato ou omissão, de parte da Arrendatária, dos quais esta tenha conhecimento, e que poderiam invalidar ou tornar inexeqüível, no todo ou em parte, qualquer seguro sobre a Aeronave, ou fazer com que quaisquer Seguros tenham seu período vencido; - --

(7) deverá notificar, imediatamente, cada Beneficiário Adicional, a respeito de qualquer ocorrência que ofereça a probabilidade de dar origem a uma reivindicação, em conformidade com os Seguros; - --

(8) não deverá efetuar ou fazer com que seja efetuada qualquer modificação ou alteração aos Seguros, que seja desfavorável a qualquer das Partes Indenizadas, nem deverá praticar ou deixar de praticar qualquer ato que possa invalidar essa cobertura de seguro; - --

(9) deverá ser responsável por qualquer prejuízo dedutível / excluído, em conformidade com os termos dos Seguros; - --

(10) deverá fornecer e fazer com que o corretor de seguros da Arrendatária forneça qualquer informação relacionada, ou assessoria, conforme a Arrendadora possa razoavelmente exigir; e - --

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(11) deverá reembolsar cada Beneficiário Adicional em relação a quaisquer prêmios (juntamente com os juros sobre os mesmos, à Taxa de Atraso, desde a data do pagamento, até a data do reembolso) pagos por qualquer destes, em conformidade com os termos da Seção 11(f).

(e) Qualquer importância referida na presente Seção 11 que seja passível de pagamento ou retenção por parte da Arrendatária não deverá ser paga ou retida pela Arrendatária se, na época desse pagamento ou retenção, tiver ocorrido uma Inadimplência ou um Evento de Inadimplência e sua existência persistir, contudo deverá ser retida ou paga à Arrendadora como garantia pelas obrigações da Arrendatária em conformidade com os termos do presente Arrendamento e, se uma Inadimplência ou se um Evento de Inadimplência tiver ocorrido e sua existência persistir, deverá ser aplicado em relação às obrigações da Arrendatária em conformidade com os termos do presente instrumento, como e quando devidas. Nessa época, conforme não persista a existência de qualquer Inadimplência ou Evento de Inadimplência, esse valor deverá ser pago à Arrendatária na extensão que não tenha sido previamente aplicado em conformidade com a sentença precedente.

(f) Cada um dos Beneficiários Adicionais estará autorizado, se em qualquer ocasião a Arrendatária deixar de manter os Seguros sob qualquer aspecto, a pagar os prêmios devidos ou necessários para se fazer e manter os Seguros exigidos em conformidade com os termos do presente, na extensão que esse Beneficiário Adicional considere apropriado. Quaisquer montantes assim por ela despendidos passarão a ser imediatamente devidos e passíveis de pagamento por parte da Arrendatária, juntamente com os juros sobre os mesmos à Taxa de Atraso, desde a data do dispêndio efetuado por parte desse Beneficiário Adicional, até a data de reembolso por parte da Arrendatária. Em qualquer época, enquanto essa falha persistir, a Arrendadora poderá exigir que a Aeronave permaneça em qualquer aeroporto ou (conforme possa ser o caso) que prossiga em direção e que permaneça em qualquer aeroporto por ela indicado até que essa falha seja remediada às custas e expensas da Arrendatária. Nenhum exercício dessa opção, por parte de qualquer desses Beneficiários Adicionais, deverá afetar qualquer disposição do presente Arrendamento, incluindo a disposição de que a falha, por parte da Arrendatária, em manter o seguro prescrito, deverá constituir um Evento de Inadimplência.

(g) A Arrendatária não poderá se auto-segurar no que diz respeito a qualquer dos Seguros. Não obstante ao acima mencionado, a Arrendatária poderá manter uma franquia o que diz respeito aos Seguros exigidos em

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conformidade com os termos do presente, em um valor que não ultrapasse US$ 250.000,00, somente no que concerne a perdas parciais; ressalvando-se que essa franquia seja aplicável em bases de cobertura de frota, e ressalvando-se ainda que nenhuma dessas franquias seja aplicável no valor de um pagamento de seguro baseado em qualquer perda total ou perda total interpretativa.

SEÇÃO 12. Inspeção.

Em qualquer época, e de tempos em tempos, a Arrendadora, ou seus representantes autorizados, poderá(ão) inspecionar a Aeronave (sujeito à disposição estipulada no final da quinta sentença desta Seção 12) e inspecionar e tirar cópias dos Documentos da Aeronave e de outros livros e registros da Arrendatária, referidos na Seção 5(b) (às expensas da Arrendadora). Qualquer dessas inspeções da Aeronave deverão incluir uma inspeção visual à pé, no interior e exterior da Aeronave, e a abertura de painéis, compartimentos ou similares, cuja abertura seja razoavelmente solicitada pela Arrendadora (ficando entendido que é inerentemente razoável inspecionar painéis, compartimentos e similares se os mesmos já estiverem abertos, ou se tiverem sido abertos e não forem lacrados). A Arrendadora não terá obrigação de efetuar qualquer dessas inspeções, nem lhe incorrerão quaisquer responsabilidades ou obrigações, em virtude de não efetuar qualquer dessas inspeções. A Arrendatária deverá cooperar com solicitações razoáveis da Arrendadora, com relação a essa inspeção (incluindo informações no que se refere ao local em que a Aeronave se encontra ou se encontrará em qualquer ponto do tempo, o momento em que painéis, compartimentos ou similares estarão abertos e o horário, localização e disponibilidade do pessoal que deverá assessorar essa inspeção); ressalvando-se que, na proporção que não tenha ocorrido, nem permaneça existindo, qualquer Inadimplência ou Evento de Inadimplência, em conformidade com os termos do presente, a Arrendadora deverá apresentar à Arrendatária notificação razoável do exercício de qualquer direito de inspeção, nenhum exercício de qualquer direito de inspeção deverá interferir na operação normal da Aeronave por parte da Arrendatária. Se uma Inadimplência ou um Evento de Inadimplência tiver ocorrido e persistir, o custo de qualquer dessas inspeções correrá por conta da Arrendatária. A Arrendatária terá direito de estar presente durante qualquer checagem de manutenção pesada ou visita de motor à oficina.

SEÇÃO 13. Cessão.

(a) Salvo conforme de outra maneira previsto no presente ou em qualquer Documento Válido, a Arrendatária, sem o consentimento prévio por escrito

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da Arrendadora, não cederá qualquer de seus direitos em conformidade com os termos do presente. Sujeitos ao acima mencionado, os termos e disposições do presente Arrendamento serão obrigatórios a Arrendadora e Arrendatária, bem como a seus respectivos sucessores e cessionários autorizados, e vigorarão em benefício dos mesmos.

(b) Sujeita aos termos do presente parágrafo (b), a Arrendadora poderá, em qualquer época que anteceda o Prazo, ou no decorrer do mesmo, (1) ceder todos e quaisquer de seus direitos à guisa de garantia ou de concessão de direitos reais de garantia sobre a Aeronave, os Documentos da Aeronave, os Motores, e/ou quaisquer das Peças, e sobre os seus direitos, em conformidade com os termos do presente Arrendamento e dos Documentos Válidos, a qualquer Pessoa (incluindo qualquer agente ou administrador fiduciário que esteja atuando com relação ao mesmo) como garantia pelas obrigações da Arrendadora para com essa Pessoa (denominada doravante, no presente, simplesmente como uma "Parte Garantida") e/ou (2) vender todos ou quaisquer de seus interesses em qualquer parte do acima mencionado a qualquer Pessoa (denominada doravante, no presente, simplesmente como um "Cessionário"). A Arrendatária, pelo presente, concorda, às custas e expensas da Arrendadora, em cooperar com a Arrendadora em dessa forma ceder o presente Arrendamento no que concerne à prestação de garantias, incluindo, sem se constituir em limitação, a assinatura e entrega de tais consentimentos, confirmações, acordos de interdição, documentos e instrumentos, conforme possam ser razoavelmente solicitados com relação ao mesmo. Qualquer cessão a um Cessionário ficará sujeita à condição de que o Cessionário celebre um contrato por meio do qual o Cessionário confirme que este será considerado como uma parte no presente Arrendamento, e que concorde em se obrigar por todos os termos, assim como se comprometer com todas as obrigações da Arrendadora, em conformidade com os termos do presente, que tenham sido assumidas pelo Cessionário. Por ocasião de uma cessão a um Cessionário, a Arrendadora será liberada de todas as obrigações e responsabilidades contidas ao amparo dos termos do presente Arrendamento e de outros Documentos Válidos, na extensão que essas obrigações e responsabilidades sejam assumidas por esse Cessionário, contudo a Arrendadora manterá todos os seus direitos, conforme no presente especificados nas Seções 16(b) e (c), relativos à indenização, não obstante a essa cessão. Qualquer Parte Garantida ou Cessionária deverá ser incluído como uma Parte Indenizada e como um Beneficiário Adicional em conformidade com os termos do presente. Os contratos, compromissos, obrigações e responsabilidades contidos no presente, incluindo, sem se constituir em limitação, todas as obrigações de

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pagamento de Aluguel e de indenização de cada Parte Indenizada, são criados em benefício de cada Parte Garantida e do Cessionário, e de cada uma das outras Partes Indenizadas e seus respectivos sucessores e cessionários, não obstante qualquer dessas Pessoas não ter sido originariamente constituída como uma parte do presente Arrendamento, ou possa, na época em que se buscar tal execução, não se constituir como uma parte do presente Arrendamento.

Sem se constituir em limitação ao acima mencionado, os direitos fixos ou contingentes da Arrendadora no sentido de receber pagamentos em conformidade com os termos do presente, ou outros resultados oriundos do presente, são igualmente livremente passíveis de cessão e transferência por parte da Arrendadora, no todo ou em parte, sem restrições de qualquer espécie, independentemente de sua natureza.

A Arrendatária deverá atender a todas as solicitações razoáveis da Arrendadora e de seus sucessores e cessionários no que diz respeito a qualquer transferência no presente mencionada, incluindo, sem se constituir em limitação, a emissão de certificados de seguro adicionais.

SEÇÃO 14. Eventos de Inadimplência.

Cada um dos seguintes eventos constituirá um Evento de Inadimplência (independentemente de qualquer desses eventos ser voluntário ou não, ou vir a ocorrer ou ser levado a efeito por força de lei, ou em conformidade ou no cumprimento de qualquer sentença, decreto ou ordem de qualquer tribunal, ou de qualquer ordem, norma ou regulamentação de qualquer órgão administrativo ou governamental): - --

(a) A Arrendatária não deverá ter efetuado um pagamento de Aluguel Básico ou de Reservas de Manutenção após o vencimento dos mesmos, e esse não pagamento deverá persistir por 03 (três) Dias Úteis além dessa data de vencimento; ou - --

(b) A Arrendatária deverá ter deixado de efetuar um pagamento de Aluguel Suplementar (outro que não o que se refira ao Valor Estipulado do Sinistro e Reservas de Manutenção) após o vencimento do mesmo, e esse não pagamento persistir por 05 (cinco) Dias Úteis além dessa data de vencimento; ou - --

(c) A Arrendatária deverá deixar de contratar e manter, sobre ou no que diz respeito à Aeronave (ou deverá deixar de providenciar a contratação e manutenção) de qualquer seguro cuja manutenção seja obrigatória em conformidade com as disposições da Seção 11 do presente (incluindo, sem se constituir em limitação, a exigência contida na Seção 11, no sentido de que

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todas as apólices de seguro, em todas as épocas, incluam um prazo mínimo de permanência de pelo menos 10 (dez) Dias Úteis); ou - --

(d) A Arrendatária deverá ter deixado de cumprir ou de observar qualquer outro compromisso ou acordo que devesse ser por ela cumprido ou observado em conformidade com os termos de qualquer Documento Válido (outras que não aqueles relativos a questões abrangidas pelos subparágrafos (a), (b) e (c) acima, e pelo subparágrafo (h) e (k) abaixo); ressalvando-se, entretanto, que essa falha não constituirá um Evento de Inadimplência em conformidade com os termos do presente, a menos que essa falha tenha persistido por mais de 05 (cinco) Dias Úteis posteriores a notificação por parte da Arrendadora à Arrendatária, especificando a inadimplência e exigindo que a mesma seja remediada; ou - --

(e) qualquer declaração ou garantia prestada pela Arrendatária, no presente, em qualquer outro Documento Válido ou em qualquer certificado entregue com relação ao presente ou aos mesmos, deverá ter sido considerada como estando comprovadamente incorreta sob qualquer aspecto substancial, na época em que foi efetuada; ou - --

(f) a instauração de uma ação judicial involuntária ou de outro procedimento judicial no que diz respeito à Arrendatária ou a uma Avalista, em conformidade com os termos da legislação falimentar de qualquer país, ou de qualquer outra lei aplicável de falência, insolvência ou outra lei similar, em qualquer país aplicável ou a busca quanto à nomeação de um depositário, liquidante, cessionário, curador de bens, administrador fiduciário, expropriador (ou oficial similar) em relação à Arrendatária ou aa Avalista, ou no que se refere a todos ou a substancialmente todas as suas propriedades, ou que busque a dissolução ou liquidação de seus negócios (incluindo, sem se constituir em limitação, qualquer intervenção (denominada doravante, no presente, em conformidade com os termos da legislação brasileira, simplesmente como "intervenção")) e a permanência de qualquer dessas ações judiciais ou outros procedimentos judiciais que não tenham sido indeferidos ou tenham sido suspensos por um período de 30 (trinta) dias consecutivos, ou uma ordem liminar ou o proferimento de qualquer outra ordem, sentença ou decreto em qualquer procedimento judicial por parte de qualquer tribunal com jurisdição competente nomeando, sem o consentimento da Arrendatária ou de uma Avalista, de um depositário, administrador fiduciário ou liquidante da Arrendatária ou da Avalista, ou em relação a toda ou substancialmente toda a sua propriedade, ou expropriando toda ou substancialmente toda a propriedade da Arrendatária ou da Avalista, e se qualquer dessas ordens, sentenças, decretos, nomeações ou expropriações se tornarem definitivas ou se

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permanecer em vigor o indeferimento, suspensão ou o não cancelamento por um período de 30 (trinta) dias consecutivos após a data de seu proferimento, ou - --

(g) a instauração, por parte da Arrendatária ou de uma Avalista, de uma ação judicial voluntária em conformidade com os termos das leis falimentares de qualquer país aplicável, ou em conformidade com os termos de qualquer lei aplicável de falência, insolvência ou outra lei similar, ou o consentimento, por parte da Arrendatária ou de uma Avalista, no que concerne à nomeação ou tomada de posse por parte de um depositário, liquidante, cessionário, administrador fiduciário, curador, expropriador (ou outro oficial similar) da Arrendatária ou de uma Avalista, ou em relação a toda ou a substancialmente toda a sua propriedade, ou a efetivação, por parte da Arrendatária ou de uma Avalista, de qualquer cessão em benefício de credores, ou se a Arrendatária praticar qualquer ato societário ou se a Avalista praticar qualquer ato que autorize qualquer um dos aspectos acima mencionados; ou - --

(h) a Arrendatária deverá deixar de cumprir com seus acordos contidos na Seção 16(a) (ii) do presente dentro do prazo de 05 (cinco) Dias Úteis do recebimento de notificação escrita desse não cumprimento por parte da Arrendadora; ou - --

(i) um evento de inadimplência deverá ter ocorrido em conformidade com os termos de qualquer contrato no qual a Arrendatária se constitua como uma devedora ou como uma arrendatária no que diz respeito a uma aeronave ou a motores de aeronaves; ou uma ou mais sentenças relativa(s) ao pagamento de valores em espécie deverá ter sido proferida de forma desfavorável à Arrendatária, e esse sentença não deverá ter sido efetivamente suspensa; ou a Arrendatária deverá deixar de pagar (após a expiração de qualquer período de carência ou de remediação) qualquer parcela de qualquer endividamento substancial ou de outra obrigação da Arrendatária, ou deverá ter havido uma declaração de inadimplência, uma aceleração de obrigações ou de investidura de direitos, ou qualquer exercício de remédios no que diz respeito a qualquer obrigação ou responsabilidade da Arrendatária; ou - --

(j) Não obstante a qualquer coisa em contrário contida na presente Seção 14, qualquer falha, por parte da Arrendatária, em cumprir ou observar qualquer compromisso, condição, acordo, ou qualquer erro em uma declaração ou garantia, não constituirão um Evento de Inadimplência em conformidade com os termos da presente Seção 14 se essa falha ou erro for ocasionada exclusivamente em virtude do fato de qualquer desses eventos que são abrangidos na definição Ocorrência de Sinistro, na proporção que a

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Arrendatária permaneça satisfazendo a todos os termos da Seção 10 do presente; ou - --

(k) se uma Avalista que seja uma pessoa física vir a falecer, ou se uma Avalista vir a alienar ou transferir todos ou substancialmente todos os seus ativos em uma ou mais séries de transações; - --

(l) se ocorrer um Evento de Inadimplência em conformidade com os termos (e conforme definido segundo) de qualquer outro contrato ou arrendamento no que diz respeito à aeronave, a motor(es) sobressalente(s), peças sobressalentes ou ferramental entre a Arrendadora (e/ou qualquer de suas coligadas) e a Arrendatária (e/ou qualquer de suas coligadas ou avalistas), incluindo, sem se constituir em limitação, o Outro Arrendamento.

SEÇÃO 15. Remédios.

Por ocasião da ocorrência de qualquer Evento de Inadimplência, e em qualquer ocasião subseqüente ao mesmo, a Arrendadora poderá praticar um ou mais dos seguintes atos, conforme a Arrendadora, à sua exclusiva discrição, venha a escolher: - --

(a) em conformidade com a lei brasileira, por meio de notificação extrajudicial escrita à Arrendatária e com vigor imediato, rescindir o presente Arrendamento de pleno direito, em conformidade com os termos contidos no artigo 19 do Código Civil Brasileiro (contudo sem prejuízo à continuidade das obrigações da Arrendatária e dos Avalistas em conformidade com os termos do presente Arrendamento e dos contratos de Garantia) sem que seja necessária qualquer solicitação ou obtenção de decisão judicial (denominada doravante, no presente, simplesmente como "interpelação") ou declaração de rescisão. A intenção das partes é a de que o presente parágrafo constitua e venha a ser interpretado como uma cláusula resolutória expressa não sujeita a disputas; e/ou - --

(b) instaurar processos, por meio de uma ou mais ações impetradas em tribunais competentes, no sentido de fazer valer o cumprimento do presente Arrendamento e/ou os contratos de Garantia, ou no sentido de obter restituições por danos em virtude de violação ao presente Arrendamento; e/ou - --

(c) tanto: - --

(i) não obstante ao fato de as obrigações da Arrendatária terem continuidade em conformidade com os termos do presente Arrendamento, tomar posse da Aeronave, para cuja finalidade a Arrendadora poderá ingressar em quaisquer dependências pertencentes, ocupadas, ou que se encontrem sob o controle da Arrendatária onde a Aeronave possa estar situada, ou fazer com que a

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Aeronave seja devolvida à Arrendadora no Local de Devolução (ou em tal outra localidade conforme a Arrendadora possa exigir), e a Arrendadora, pelo presente, de forma irrevogável, a título de garantia no que concerne às obrigações da Arrendatária em conformidade com os termos do presente Arrendamento, é nomeada procuradora da Arrendatária, no que se refere às providências de devolução ou no que se refere a instruir os pilotos da Arrendatária, ou outros pilotos, que sigam com a Aeronave com destino àquele aeroporto indicado pela Arrendadora, estando investida de todos os poderes e autorizações necessários à tomada dessa medida; quanto - --

(ii) por meio da apresentação formal de notificação extrajudicial que exija que a Arrendatária devolva a Aeronave e os Documentos da Aeronave à Arrendadora em tal localidade conforme a Arrendadora possa exigir, e na maneira e condição exigidas pela, assim como de outra maneira, em conformidade com as disposições da Seção 5 e Documento E do presente Arrendamento, como se essa Aeronave estivesse sendo devolvida ao final do Prazo. Caso, por qualquer razão, independentemente de sua natureza, a Arrendatária deixar de devolver a Aeronave, em conformidade com os termos da presente Seção 15(c)(ii), a Arrendatária será considerada de forma a estar detendo a posse ilegal da Aeronave (denominada doravante, no presente, simplesmente como "esbulho possessório"), o que terá autorizado a Arrendadora a buscar e obter um mandado judicial relativo à imediata reintegração de posse da Aeronave, em conformidade com o artigo 928 do Código de Processo Civil Brasileiro. Se qualquer motor instalado na Aeronave na época da reintegração de posse, em conformidade com os termos da presente Seção, não se constituir como um Motor, em virtude de estar recebendo serviços de manutenção em conformidade com a Seção 7 acima, a Arrendadora deverá devolver esse motor à Arrendatária posteriormente à ocorrência da reintegração de posse, e tão brevemente quanto a Arrendatária disponibilize à Arrendadora o Motor que foi substituído por esse motor; e/ou - --

(d) praticar qualquer ato que possa ser necessário para remediar o Evento de Inadimplência e reaver, a partir da Arrendatária e/ou de qualquer Avalista, os custos incorridos nessa prática; - --

(e) vender a Aeronave, os Documentos da Aeronave e os documentos referidos na Seção 5(b) do presente em venda pública ou privada, conforme a Arrendadora possa decidir, ou de outra maneira alienar, deter, utilizar, operar, arrendar a outros ou manter ociosos a Aeronave, os Documentos da Aeronave, e os documentos mencionados na Seção 5(b) do presente, conforme a Arrendadora, à sua exclusiva discrição, possa decidir, tudo livre

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e desembaraçado de quaisquer direitos da Arrendatária, salvo conforme venha a ser estipulado doravante na presente Seção 15. A Arrendadora poderá tomar todas as medidas necessárias para efetuar o cancelamento de registro da Aeronave junto ao Registro Aeronáutico Brasileiro e sua exportação do Brasil por ocasião da rescisão prematura do presente Arrendamento. A Arrendatária, pelo presente, de forma irrevogável e a título de garantia no que se refere a suas obrigações em conformidade com os termos do presente Arrendamento, nomeia a Arrendadora como sua procuradora para assinar e entregar qualquer documentação, bem como para praticar qualquer ato ou realizar qualquer coisa necessária com relação ao acima mencionado; - --

(f) A Arrendadora poderá exercer tais direitos e remédios especificados no presente ou conforme se encontrem à disposição em conformidade com os termos da lei aplicável, no que diz respeito ao Depósito de Garantia e outros valores em espécie que garantam as obrigações da Arrendatária em conformidade com os termos do presente, ou de acordo com quaisquer outros direitos e remédios permitidos pela lei aplicável ou na jurisdição de eqüidade.

Adicionalmente ao acima mencionado, a Arrendatária será responsável, salvo conforme de outra maneira acima previsto, sem duplicação das importâncias a serem pagas em conformidade com os termos do presente, por todo e qualquer Aluguel devido e não pago em conformidade com os termos do presente, antes, durante ou depois do exercício de qualquer dos remédios acima mencionados, e por todos os honorários advocatícios cabíveis e reais, bem como pelos outros custos e despesas incorridas pela Arrendadora com relação ao exercício dos remédios da Arrendadora, em conformidade com os termos do presente, incluindo a devolução da Aeronave, dos Documentos da Aeronave e dos documentos mencionados na Seção 5(b), em conformidade com os termos da Seção 5 e Documento E do presente, ou na colocação da Aeronave na condição e com o certificado de aeronavegabilidade, conforme exigidos por essa Seção.

Salvo conforme de outra maneira expressamente previsto acima, nenhum remédio mencionado na presente Seção 15 tem a intenção de ser exclusivo, mas sim, cada um deles será cumulativo e adicional a qualquer outro remédio acima referido ou que esteja de outra maneira disponível à Arrendadora segundo a lei ou na jurisdição de eqüidade; e o exercício ou o início de exercício, por parte da Arrendadora, de qualquer um ou mais desses remédios, não impedirá o exercício simultâneo ou posterior, por parte da Arrendadora, de todos ou qualquer desses outros remédios. Nenhuma

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renúncia por parte da Arrendadora de qualquer Evento de Inadimplência se constituirá, de qualquer maneira, ou será interpretada de forma a constituir, uma renúncia a qualquer Evento de Inadimplência futuro ou subseqüente. Na extensão permitida pela lei aplicável, a Arrendatária, pelo presente, renuncia a todos e quaisquer direitos de notificação e audiência judicial no que diz respeito à reintegração de posse da Aeronave, da Estrutura da Aeronave, dos Documentos da Aeronave, dos documentos mencionados na Seção 5(b), ou de qualquer Motor, por parte da Arrendadora, por ocasião da ocorrência de um Evento de Inadimplência, e concorda que, salvo conforme possa ser exigido por lei, a Arrendadora não será obrigada a vender ou arrendar a Aeronave, a Estrutura da Aeronave, os Documentos da Aeronave e os documentos mencionados na Seção 5(b), ou qualquer Motor, com o intuito de reduzir, compensar ou atenuar os danos pelos quais a Arrendatária é responsável, em conformidade com os termos do presente.

Se, por ocasião da expiração do Prazo do presente Arrendamento, a Arrendadora tiver dívidas, para com a Arrendatária, no que se refere a uma importância em dinheiro, e não tiver pago essa importância em dinheiro em função da existência de uma Inadimplência ou de um Evento de Inadimplência, a Arrendadora deverá pagar essa importância à Arrendatária, imediatamente, assim que esta seja sanada, a menos que essa importância tenha sido previamente aplicada contra quaisquer Despesas incorridas pela Arrendadora em conseqüência dessa Inadimplência ou desse Evento de Inadimplência.

SEÇÃO 16. Outras Garantias; Indenização Fiscal; Indenização Geral; Etc.

(a) Outras Garantias.

(i) Imediatamente após a assinatura e entrega de cada Suplemento de Arrendamento periodicamente exigido pelos termos do presente, e por ocasião da assinatura e entrega de qualquer aditamento ao presente Arrendamento, a Arrendatária, às suas expensas (salvo conforme de outra maneira previsto nos Documentos Válidos), fará com que esse Suplemento de Arrendamento (e, em caso de Arrendamento Inicial, o Suplemento e o presente Arrendamento) ou o aditamento seja devidamente arquivado e registrado, e por direito mantido junto à Autoridade de Registro. Adicionalmente, a Arrendatária, às suas expensas, imediata e devidamente, assinará e entregará à Arrendadora, tais outros documentos, bem como tomará tais outros medidas, conforme a Arrendadora possa, de tempos em tempos, solicitar, de forma razoável, com o intuito de levar a efeito, de forma mais eficaz, a intenção e o propósito do presente Arrendamento, e de determinar e manter os direitos e remédios criados ou que se pretenda criar

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em favor da Arrendadora, em conformidade com os termos do presente, incluindo, sem se constituir em limitação, se solicitado pela Arrendadora, às expensas da Arrendatária, a assinatura e entrega dos suplementos e aditamentos ao presente, em conformidade com as leis de tais jurisdições conforme a Arrendadora possa, de tempos em tempos, solicitar de forma razoável.

(ii) A Arrendatária fornecerá à Arrendadora, no curso do Prazo: - --

(1) Demonstrações Intercalares. Tão brevemente quanto possível após o encerramento de cada período fiscal intercalar em cada exercício social da Arrendatária, e em qualquer circunstância dentro do prazo de 60 dias subseqüentes ao mesmo, duplicatas de - --

(x) um balanço patrimonial consolidado da Arrendatária, com base no encerramento desse período intercalar, expondo, de forma comparativa, o valor relativo ao encerramento do período correspondente do exercício social precedente, - --

(y) demonstrações de resultados e lucros acumulados consolidadas da Arrendatária, relativas a esse período intercalar, e - --

(z) demonstrações de fluxo de caixa consolidadas da Arrendatária, relativas à parcela do exercício social que finda com esse período intercalar; - --

em cada um dos casos, preparados conforme sejam aplicáveis e certificados, de forma consistente pelo Diretor Financeiro da Arrendatária como tendo sido preparados segundo normas contábeis internacionais geralmente aceitas, aplicadas de forma consistente; e - --

(2) Demonstrações Anuais. Tão brevemente quanto possível após o encerramento de cada exercício social da Arrendatária, e em qualquer circunstância dentro do prazo de 90 dias subseqüentes ao mesmo (e expressas em dólares norte-americanos e no idioma inglês, dentro do prazo de 135 dias subseqüentes ao mesmo), duplicatas de: - --

(x) um balanço patrimonial consolidado da Arrendatária, com base no encerramento desse exercício, e - --

(y) demonstrações de resultados e lucros acumulados e de fluxo de caixa consolidadas da Arrendatária, em relação a esse exercício, - --

preparados em conformidade com normas contábeis internacionais geralmente aceitas, expressando, em cada um dos casos, em forma comparativa, os números relativos ao exercício social anterior e acompanhados por um relatório de auditoria sem ressalvas, de um empresa de auditores independentes de idoneidade reconhecida e aceitável à Arrendadora, no sentido de que esse balanço patrimonial e as demonstrações

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consolidadas tenham sido preparadas em conformidade com normais contábeis internacionais geralmente aceitas, aplicadas de forma consistente; e - --

(3) Notificação de Inadimplência ou Inadimplência Reivindicada. Imediatamente após um diretor da Arrendatária se tornar ciente da existência de uma Inadimplência ou de um Evento de Inadimplência, uma notificação escrita especificando a natureza da Inadimplência ou do Evento de Inadimplência, bem como especificando a medida que a Arrendatária está tomando ou propõe tomar no que diz respeito à mesma; e - --

(4) Certificado Anual. No aniversário anual da Data da Entrega, ou antes do mesmo, a Arrendatária entregará à Arrendadora um certificado da Arrendatária, assinado pelo Presidente, por um Vice-Presidente, pelo Diretor Financeiro ou pelo principal executivo da área contábil da Arrendatária, no sentido de que o signatário está familiarizado ou examinou os termos importantes de cada um desses Documentos da Arrendatária, e no sentido de que o signatário não tem conhecimento da existência, com base na data desse certificado, de qualquer condição ou evento que constitua uma Inadimplência ou um Evento de Inadimplência; e - --

(5) Outras Informações Financeiras. Mediante solicitação escrita da Arrendadora, a Arrendatária deverá fornecer imediatamente à Arrendadora, tais outras demonstrações contábeis e dados de contabilidade a ela relacionados, conforme a Arrendadora possa solicitar periodicamente.

(b) Indenização Fiscal Geral.

(i) Indenização. Salvo conforme previsto na Seção 16(b)(ii) abaixo, a Arrendatária deverá pagar, e mediante solicitação escrita deverá indenizar e manter cada Parte Indenizada isenta de prejuízos provenientes e relacionados a todos e quaisquer Impostos tributados, inclusive à guisa de retenção na fonte, contra qualquer Parte Indenizada, contra a Arrendatária ou qualquer Coligada, a Aeronave, a Estrutura da Aeronave, qualquer Motor ou qualquer Peça do mesmo ou interesses nos mesmos, por parte do governo federal, estadual ou local do Brasil, ou de outra autoridade tributária no Brasil, ou por parte de qualquer outro governo estrangeiro ou qualquer autoridade fiscal internacional, ou por parte de qualquer subdivisão política ou autoridade fiscal de qualquer dos acima mencionados, por ocasião ou no que diz respeito (A) à construção, aceite, rejeição, entrega, recusa em entregar, transporte, propriedade, controle, registro, renovação de registro, cancelamento de registro, montagem, seguro, posse, reintegração de posse, operação, localização, aterrissagem, partida, utilização, condição, manutenção, reparo, venda, devolução, abandono, preparação, instalação,

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armazenagem, re-entrega, fabricação, arrendamento, subarrendamento, modificação, reconstrução, exportação, transferência de titularidade ou outra aplicação ou alienação, ou a imposição de qualquer Direito de Retenção sobre a Aeronave, a Estrutura da Aeronave, qualquer Motor ou Peça de qualquer dos mesmos, ou interesse nos mesmos (ou o fato de atrair sobre si qualquer responsabilidade no sentido de restituir ou pagar qualquer juro em conseqüência de qualquer desses Direitos de Retenção), (B) a qualquer valor pago ou a ser pago em conformidade ou com relação ao presente Arrendamento e a quaisquer aditamentos, suplementos ou modificações ao mesmo, que tenham sido aprovados pela Arrendatária, (C) de outra maneira, no que diz respeito à Transação ou (D) à Aeronave, à Estrutura da Aeronave, aos Motores, às Peças ou a qualquer parte dos mesmos. Se a Arrendatária for constrangida por lei a efetuar qualquer pagamento, em conformidade com os termos do presente, que esteja sujeito a qualquer Imposto de Renda ou outra dedução ou retenção na fonte, e a parte recipiendária não receber efetivamente, em relação a seu próprio benefício na data do vencimento, uma importância líquida igual à importância integral prevista em conformidade com os termos do presente Arrendamento, a Arrendatária: - --

(w) garantirá que a dedução ou retenção na fonte não excederá o mínimo legalmente exigido; - --

(x) pagará, imediatamente, à Arrendadora, tal importância adicional conforme venha a resultar na importância líquida recebida pela arrendadora, sendo equivalente à importância que teria sido recebida pela Arrendadora caso essa dedução ou retenção na fonte não tivesse sido efetuada; - --

(y) pagará às autoridades fiscais competentes ou a outras autoridades, dentro do período de pagamento permitido pela lei aplicável, a importância total da dedução ou da retenção na fonte; e - --

(z) mediante solicitação por parte da Arrendadora, fornecerá, à Arrendadora, comprovantes do pagamento integral da importância total da dedução ou retenção na fonte às autoridades fiscais competentes ou a outras autoridades e, tão brevemente quanto possível após a emissão desse recibo, um recibo oficial das autoridades fiscais competentes ou das outras autoridades, em relação a todas as importâncias assim deduzidas ou retidas na fonte.

(ii) Exclusões à Indenização Fiscal geral. As disposições da Seção 16(b)(i) não serão aplicáveis a Impostos de Renda (conforme o termo é definido na Seção 16(b)(vii)) tributados a uma Parte Indenizada pelo governo federal dos Estados Unidos; ressalvando-se, entretanto, que as disposições da presente Seção 16(b)(ii) não serão aplicáveis a quaisquer Impostos tributados por qualquer governo federal, estadual ou local, ou a outra autoridade fiscal no

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âmbito dos Estados Unidos ou Brasil, ou por qualquer outro governo estrangeiro ou subdivisão do mesmo ou de qualquer autoridade internacional ou qualquer subdivisão política ou autoridade fiscal de qualquer dos acima mencionados, no que diz respeito ao recebimento ou incidência de qualquer pagamento de indenização em conformidade com os termos da presente Seção 16(b) ou Seção 16(c).

(iii) Cálculo de Pagamentos de Indenização Fiscal Geral. Qualquer pagamento que a Arrendatária seja obrigada a efetuar à ou no que se refere à conta de uma Parte Indenizada no que diz respeito a qualquer Imposto sujeito a indenização em conformidade com os termos da presente Seção 16(b) deverá incluir o valor necessário para manter essa Parte Indenizada isenta de prejuízos em uma base pós-impostos, em relação ao valor de todos e quaisquer Impostos cujo pagamento deva ser obrigatoriamente efetuado por essa Parte Indenizada em conseqüência do recebimento ou incidência de qualquer desses pagamentos em conformidade com as leis de qualquer governo federal, estadual ou local, ou de acordo com outra autoridade fiscal no âmbito dos Estados Unidos, Brasil, qualquer governo estrangeiro ou subdivisão do mesmo, ou segundo uma autoridade internacional ou qualquer subdivisão política ou autoridade fiscal de qualquer dos acima mencionados.

(iv) Relatórios. A Arrendatária fornecerá, às suas expensas, determinadas informações mantidas ou de obtenção imediata por parte da Arrendatária, conforme possam ser razoavelmente solicitadas por uma Parte Indenizada (incluindo diários de bordo, conforme apropriado) ou exigidas no sentido de possibilitar a essa Parte Indenizada a efetivação de seu arquivamento de impostos, ou outras informações que se reportem a exigências relacionadas à Transação. Se qualquer relatório, declaração ou demonstração tiver seu arquivamento obrigatório no que diz respeito a qualquer Imposto que esteja sujeito a indenizações em conformidade com os termos da presente Seção 16(b), a Arrendatária, às suas próprias expensas, deverá arquivar os mesmos tempestivamente (salvo no que se refere a qualquer desses relatórios, declarações ou demonstrações que uma Parte Indenizada tenha notificado a Arrendatária no sentido de esta pretender arquivar, ou no que se refere a declarações de Imposto de renda ou qualquer outra declaração, relatório ou demonstração que essa Parte Indenizada seja obrigada por lei a arquivar em seu próprio nome ou em relação a qualquer relatório, declaração ou demonstração cujo arquivamento não tenha como base a operação ou a movimentação da Aeronave (ou de qualquer Peça) por parte da Arrendatária). A Arrendatária não terá qualquer obrigação, em conformidade com os termos da sentença precedente, se a Parte Indenizada, após o

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recebimento de solicitação escrita por parte da Arrendatária, deixar de fornecer à Arrendatária tal informação conforme esta se encontre, de forma peculiar, sob o controle da Parte Indenizada, e conforme seja necessária para arquivar tais declarações. A Arrendatária arquivará ou fará com que sejam arquivados qualquer relatório, declaração ou demonstração, assim como tomará tais medidas e assinará tais documentos conforme sua tomada seja obrigatória, por lei, por parte da Arrendatária, ou conforme razoavelmente solicitado pela Parte Indenizada conforme possam ser razoáveis e necessárias à execução do objeto do presente. A Arrendatária será responsável, para com cada uma das Partes Indenizadas, por quaisquer multas, penalidades ou juros impostos em conseqüência da incapacidade da Arrendatária no que concerne ao cumprimento de suas obrigações em conformidade com os termos do presente.

(v) Pagamento. A Arrendatária deverá pagar qualquer Imposto pelo qual esta seja responsável em conformidade com os termos da presente Seção 16(b) diretamente à autoridade fiscal apropriada, ou, se previamente pagos por uma Parte Indenizada, contra apresentação, por essa Parte Indenizada, a essa Parte Indenizada, dentro do prazo de 15 Dias Úteis dessa solicitação, contudo de forma alguma em prazo superior a cinco Dias Úteis que antecedam a data que esse Imposto é devido, em fundos imediatamente disponíveis. Qualquer dessas solicitações de pagamento por parte de uma Parte Indenizada deverá especificar, em detalhes razoáveis, o valor do pagamento e os fatos sobre os quais se baseia o direito ao pagamento, e deverão ser verificadas de forma razoavelmente satisfatória à Arrendatária. Cada uma das Partes Indenizadas deverá encaminhar, imediatamente, à Arrendatária, qualquer notificação, nota ou comunicado que tenha a natureza de uma notificação ou nota por ela recebidos no que se refere a qualquer Imposto. Tão brevemente quanto possível após cada pagamento, efetuado pela Arrendatária, de qualquer Imposto, a Arrendatária deverá fornecer à Parte Indenizada apropriada o original ou uma cópia autenticada de um recibo pelo pagamento desse Imposto pela Arrendatária, ou tal outro comprovante de pagamento desse Imposto conforme seja razoavelmente aceitável à Parte Indenizada.

(vi) Definição de Parte Indenizada. Para as finalidades da presente Seção 16(b), o termo Parte Indenizada significará e incluirá os sucessores e cessionários autorizados de cada respectiva Parte Indenizada, bem como qualquer grupo consolidado, combinado ou unitário da qual a Parte Indenizada se constitua como um membro se esse grupo for tratado como um contribuinte único para fins de qualquer Imposto.

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(vii) Imposto de Renda. Para as finalidades da presente Seção 16(b), o termo Imposto de Renda significa, no caso de uma Parte Indenizada, qualquer Imposto tributado com base na, ou medido pela, ou no que diz respeito à renda bruta ou líquida (incluindo, sem se constituir em limitação, Impostos de ganhos de capital, Impostos sobre o mínimo ou sobre o mínimo alternativo, Impostos sobre itens com preferência Fiscal, Impostos sobre lucros acumulados, Impostos sobre companhias controladoras pessoais e Impostos sobre sucessões ou espólio) e juros, acréscimos a impostos, multas ou outros encargos no que diz respeito aos mesmos (em qualquer circunstância, outros que não impostos de retenção na fonte, sobre as vendas, utilização, locação, licença, *ad valorem*, sobre a propriedade ou Impostos sobre o valor agregado, ou Impostos que tenham a natureza desses Impostos).

(c) Indenização Geral.

(i) Indenização. A Arrendatária, pelo presente, concorda em assumir a responsabilidade, e desde já concorda em indenizar, proteger, resguardar e manter cada uma das Partes Indenizadas isentas de prejuízos, a partir e contra todas e quaisquer responsabilidades, obrigações, prejuízos, danos, penalidades, reivindicações, ações judiciais, processos e custas, despesas e desembolsos relacionados, incluindo honorários e despesas advocatícios e investigativos cabíveis, independentemente de qual seja sua espécie ou natureza (para as finalidades da presente Seção 16(c), passando a ser denominados doravante, quando referidos de forma coletiva, simplesmente como "Despesas"), impostos, asseverados ou incorridos por qualquer Parte Indenizada, de qualquer maneira relativos ou decorrentes do presente Arrendamento, dos outros Documentos Válidos ou das transações contempladas pelo presente ou pelos mesmos, incluindo, contudo sem se constituir em limitação (A) a violação, por parte da Arrendatária, de seus compromissos contidos no presente ou nos mesmos, ou a imprecisão ou imperfeição de qualquer declaração ou garantia da Arrendatária, contida no presente ou nos mesmos, ou a execução de quaisquer dos termos do presente ou dos mesmos e (B) reivindicações por parte de terceiros relativas à construção, aceite, rejeição, entrega, recusa em entregar, transporte, propriedade, controle, registro, renovação de registro, cancelamento de registro, montagem, posse, reintegração de posse, operação, localização, aterrissagem, partida, utilização, condição, manutenção, reparo, venda, devolução, abandono, preparação, instalação, armazenagem, re-entrega, fabricação, arrendamento, subarrendamento, modificação, reconstrução, importação, transferência de titularidade ou outra aplicação ou alienação, ou

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a imposição de qualquer Direito de Retenção sobre a Aeronave, a Estrutura da Aeronave, os Documentos da Aeronave, qualquer Motor ou Peça dos mesmos, ou interesse nos mesmos (ou o fato de atrair sobre si qualquer responsabilidade no sentido de restituir ou pagar qualquer juro em conseqüência de qualquer desses Direitos de Retenção), incluindo, sem se constituir em limitação, vícios latentes ou outros vícios, independentemente se passíveis de serem constatados ou não, responsabilidade estrita por ato ilícito, e qualquer reivindicação em virtude da violação de privilégios de patente, direitos de marca registrada ou direitos autorais.

Entretanto, a Arrendatária não será obrigada a indenizar qualquer Parte Indenizada em conformidade com os termos da presente Seção 16(c) por (A) qualquer Imposto, (B) Despesas expressamente acordadas quanto a seu pagamento pela Parte Indenizada, em conformidade com os termos do presente Arrendamento.

(ii) Pagamentos, Subsistência e Outras Disposições. Todos os valores a serem pagos pela Arrendatária em conformidade com os termos da presente Seção 16(c) deverão (A) ser passíveis de pagamento diretamente às partes autorizadas à indenização dentro do prazo de 10 Dias Úteis da apresentação de solicitação escrita em relação aos mesmos e (B) ser ajustados para pagamento em uma base pós-impostos, conforme disposto na Seção 16(b)(i), como se esse valor fosse passível de pagamento como obrigação de indenização especificada em conformidade com os termos da referida Seção. Todas as indenizações nesta contidas e na Seção 16(c) deverão permanecer em pleno vigor e efeito não obstante à expiração ou outra rescisão do presente Arrendamento, e são expressamente efetuadas em benefício, e serão exeqüíveis diretamente por parte de cada uma das Partes Indenizadas. As obrigações da Arrendatária, em conformidade com os termos da presente Seção 16(c) deverão ser tais conforme as de um devedor principal, independentemente de a Parte Indenizada vir a ser igualmente indenizada ou não no que diz respeito à mesma questão, em conformidade com os termos de qualquer outro contrato por parte de qualquer outra Pessoa.

SEÇÃO 17. Notificações.

Todas as notificações exigidas em conformidade com os termos e disposições do presente deverão ser no idioma inglês e por escrito (incluindo fac-símile ou documento escrito similar) e serão válidas (a) se enviadas por fac-símile, no momento em que transmitidas e em que recebida confirmação apropriada, e (b) se enviadas por meio de serviço de *courier* internacionalmente conceituado, no momento em que recebidas ou pessoalmente entregues, endereçadas: - --

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(i) se à Arrendadora, - --
Pacific Coast Group, Inc.
3291 N. Buffalo Dr.
Suite 8 - --
Las Vegas, NV 89129 - --
[EUA].
À Atenção de: Lawrence W. Olson.
Telefone: 702 256 8203.
Fac-símile: 702 256 7209.
ou a tal outro endereço ou número de fac-símile conforme a Arrendadora venha a indicar, por escrito, de tempos em tempos, à Arrendatária; e - --

(ii) se à Arrendatária, - --
Total Linhas Aéreas S.A.
Senador Salgado Filho, 5397.
Uberaba, Curitiba, Paraná, Brasil.
À Atenção de: Alfredo Meister Neto, Presidente
Telefone: 011 44 41 376 1710.
Fac-símile: [em branco].
ou a tal outro endereço ou número de fac-símile conforme a Arrendatária venha a indicar, de tempos em tempos, por escrito, à Arrendadora.

SEÇÃO 18. Arrendamento Líquido, Inexistência de Compensações, Reconvenções, etc.

(a) O presente Arrendamento se constitui em um arrendamento líquido, e, salvo conforme de outra maneira explicitamente disposto no presente, tem como objetivo o pagamento, por parte da Arrendatária, de todos os custos e despesas de qualquer natureza, quer previstas ou não, ordinárias ou extraordinárias, ou estruturais ou não estruturais, com relação à utilização, operação, manutenção, seguro, reparo, reposição de Peças, impostos e alterações e modificações necessários sobre ou no que diz respeito à Estrutura da Aeronave, e cada Motor, por parte da Arrendatária, incluindo os custos e despesas especificamente estipulados no presente Arrendamento. O Aluguel que a Arrendatária é obrigada a pagar deverá ser pago sem fatura, notificação ou demanda, e sem compensação, reconvenção, abatimento, suspensão, dedução ou justificativa, ou qualquer outro direito que a Arrendatária possa ter contra a Arrendadora por qualquer razão, independentemente de sua natureza.

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(b) Salvo conforme de outra maneira expressamente previsto, o presente Arrendamento não será rescindido, nem a Arrendatária terá qualquer direito de rescindir o presente Arrendamento ou estará autorizada a abatimento, suspensão, adiamento ou redução de qualquer Aluguel que a Arrendatária seja obrigada a pagar em conformidade com os termos do presente, nem as obrigações da Arrendatária, em conformidade com os termos do presente, serão afetadas em virtude (A) de qualquer avaria, destruição ou sinistro relacionado a toda ou qualquer parte da Estrutura da Aeronave ou de qualquer Motor, independentemente de qual seja sua causa, (B) da perda, roubo, ou da inacessibilidade a qualquer parte da Estrutura da Aeronave ou de qualquer Motor, (C) de a Estrutura da Aeronave, qualquer Motor ou qualquer parte dos mesmos serem tomados por meio de desapropriação, confisco, requisição ou de outra maneira, (D) da proibição, limitação ou restrição de utilização, por parte da Arrendatária, de toda ou qualquer parte da Estrutura da Aeronave, ou de qualquer Motor, ou da interferência nessa utilização por parte de qualquer Pessoa, (E) da inadequação ou incorreção da descrição de qualquer parte da Estrutura da Aeronave ou de qualquer Motor, (F) da aquisição ou propriedade, por parte da Arrendatária, de toda ou de qualquer parte da Estrutura da Aeronave ou de qualquer Motor, de outra maneira que não em conformidade com uma disposição expressa do presente Arrendamento, (G) de qualquer vício ao atender a especificações, condições, capacidade de comercialização, projeto, aeronavegabilidade, qualidade, durabilidade, operação ou adequação ao uso ou a qualquer finalidade da Estrutura da Aeronave ou de qualquer Motor, ou de qualquer parte dos mesmos, (H) de qualquer processo de insolvência, falência, reorganização ou procedimentos similares impetrados pela ou contra a Arrendatária, a Arrendadora, ou qualquer outra Pessoa, (I) de qualquer violação, inadimplência ou deturpação por parte da Arrendadora, em conformidade com os termos do presente Arrendamento, ou de qualquer outro Documento Válido, ou de qualquer dos documentos mencionados no presente ou nos mesmos, (J) de qualquer invalidade ou inexeqüibilidade, no todo ou em parte, do presente Arrendamento, ou de qualquer Documento Válido, ou de quaisquer outros documentos referidos no presente ou nos mesmos, ou de qualquer outra ineficácia contida no presente ou nos mesmos, ou de qualquer ausência de poder ou autoridade de qualquer parte do presente Arrendamento, ou de qualquer outro Documento Válido, ou de quaisquer desses documentos em relação à celebração dos mesmos, ou em virtude de qualquer rescisão do presente Arrendamento por força de lei, ou (K) de qualquer outra circunstância, acontecimento ou ato, independentemente de sua natureza, quer previstos ou não, ou similares a qualquer dos tópicos

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acima mencionados, sendo intenção das partes do presente que as obrigações da Arrendatária sejam absolutas e incondicionais, e que constituam compromissos e acordos isolados e independentes, e que permaneçam sem ser afetados, a menos e até que os compromissos tenham sido rescindidos em conformidade com uma disposição expressa do presente Arrendamento.

Salvo conforme expressamente previsto no presente, a Arrendatária renuncia a todos os direitos dos quais esta esteja no momento investida, ou que lhe venham a ser doravante conferidos por lei (x) no sentido de abandonar, extinguir, rescindir ou desistir do presente Arrendamento, ou da Estrutura da Aeronave ou de qualquer Motor ou qualquer parte dos mesmos, ou (y) em relação a qualquer abatimento, suspensão, adiamento, devolução ou redução do Aluguel.

SEÇÃO 19. RESERVADA.

SEÇÃO 20. Disposições Diversas, Direito Aplicável: Despesas.

(a) Qualquer disposição do presente Arrendamento que seja proibida ou inexeqüível em qualquer jurisdição, no que concerne a tal jurisdição, será ineficaz na extensão dessa proibição ou inexeqüibilidade, sem invalidar as disposições remanescente do presente, e qualquer dessas proibições ou inexeqüibilidades, em qualquer jurisdição, não invalidará ou tornará inexeqüível essa disposição em qualquer outra jurisdição. Na extensão permitida pela lei aplicável, a Arrendatária, pelo presente, renuncia a qualquer disposição de lei que torne quaisquer disposições do presente proibidas ou inexeqüíveis sob qualquer aspecto. Nenhum termo ou disposição do presente Arrendamento poderá ser alterado, renunciado, descartado ou rescindido verbalmente, mas sim somente por meio de um instrumento por escrito, assinado pela parte contra a qual a se busca execução da alteração, renúncia, descarte ou rescisão. O presente Arrendamento constituir-se-á em um contrato de arrendamento, e nada contido no presente deverá ser interpretado de forma a transmitir à Arrendatária qualquer direito, título de propriedade ou interesse na Aeronave ou nos Documentos da Aeronave, salvo apenas na qualidade de uma arrendatária. Os subtítulos de seção e parágrafos, no presente Arrendamento, e no índice, existem apenas por conveniência de consulta, e não deverão modificar, definir, expandir ou limitar quaisquer dos termos ou disposições do presente, e todas as referências contidas no presente a seções numeradas, a menos que de outra maneira indicado, constituirão referências às seções do presente Arrendamento. O presente Arrendamento poderá ser assinado pelas partes do presente em vias separadas, cada uma das quais, quando dessa forma assinadas e entregues, constituirão um original, contudo todas essas

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vias, consideradas em conjunto, não constituirão mais do que um e o mesmo instrumento. As declarações, garantias, compromissos, acordos e indenizações da Arrendatária, expressas no presente Arrendamento, e as obrigações da Arrendadora e da Arrendatária, em conformidade com os termos do presente, subsistirão à expiração ou a outra rescisão do presente Arrendamento, na extensão necessária ao pleno cumprimento e satisfação dos mesmos.

(b) O PRESENTE ARRENDAMENTO FOI ENTREGUE EM LAS VEGAS, ESTADO DE NEVADA [EUA], E SERÁ, SOB TODOS OS ASPECTOS, REGIDO E INTERPRETADO EM CONFORMIDADE COM AS LEIS DO ESTADO DE NEVADA, INCLUINDO TODAS AS QUESTÕES DE INTERPRETAÇÃO, VALIDADE E CUMPRIMENTO, CONTUDO EXCLUINDO OS PRINCÍPIOS DE CONFLITOS DE LEIS DE NEVADA.

(c) A Arrendatária concorda, (a) na extensão que as transações contempladas pelo presente deixarem de ser consumadas, em pagar ou reembolsar a Arrendadora por todos os custos de desembolso e despesas cabíveis relativos ao desenvolvimento, preparação e assinatura do presente Arrendamento e dos outros Documentos Válidos, e de quaisquer outros documentos preparados com relação ao presente ou aos mesmos, e à consumação das transações contempladas pelo presente e pelos mesmos, incluindo, sem se constituir em limitação, os honorários e despesas de desembolso cabíveis de advogados da Arrendadora, (b) em pagar ou reembolsar a Arrendadora por todos os seus custos e despesas de desembolso, incorridos com relação a qualquer aditamento, suplemento ou modificação efetuada ao presente Arrendamento e a outros Documentos Válidos, incluindo, sem se constituir em limitação, os honorários e despesas de desembolso de advogados da Arrendadora, (c) em pagar ou reembolsar a Arrendadora por todos os seus custos e despesas incorridos com relação à execução ou preservação de quaisquer direitos em conformidade com os termos do presente Arrendamento, dos outros Documentos Válidos e de quaisquer desses outros documentos, incluindo, sem se constituir em limitação, os honorários e despesas de desembolso de advogados da Arrendadora, (d) em pagar, indenizar e manter a Arrendadora isenta de prejuízos provenientes de todas e quaisquer taxas de registro e arquivamento, e de todas e quaisquer responsabilidades no que diz respeito, ou resultantes de qualquer atraso no pagamento de direitos de selo, impostos sobre o consumo e outros impostos, se houver, impostos estes que possam ser passíveis de pagamento com relação à assinatura e entrega, ou no que se refere à consumação de qualquer

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das transações contempladas, ou qualquer aditamento, suplemento ou modificação, ou qualquer renúncia ou consentimento efetuado em conformidade ou no que diz respeito ao presente Arrendamento, aos outros Documentos Válidos, e a qualquer desses outros documentos. Os termos do presente Arrendamento e dos outros Documentos Válidos superam, em sua totalidade, quaisquer declarações escritas ou verbais anteriores, efetuadas pela Arrendadora ou pela Arrendatária.

(d) A Arrendatária, pelo presente (a) se sujeita, irrevogavelmente, à jurisdição não exclusiva (i) dos tribunais do Estado de Nevada e (ii) ao Juízo Federal de Primeira Instância dos Estados Unidos, para o distrito que inclui a Cidade de Las Vegas, no Estado de Nevada [EUA], para fins de qualquer processo, ação ou outro procedimento judicial decorrente do presente Arrendamento, ou de qualquer outro Documento Válido, ou do objeto em questão do presente ou dos mesmos, ou de qualquer das transações contempladas pelo presente ou pelos mesmos, impetrado por ou em nome da Arrendadora ou de suas sucessoras, sub-rogados ou cessionários, (b) concorda, de forma irrevogável, que todas as reivindicações, no que diz respeito a essa ação ou procedimento judicial, deverão ter audiência e julgamento em qualquer dessas varas estaduais ou federais do Estado de Nevada, (c) renuncia, de maneira irrevogável, na mais ampla extensão que a Arrendatária o possa efetivamente renunciar, à defesa baseada na inconveniência de fórum relativa à manutenção de qualquer dessas ações ou procedimentos judiciais, e (d) concorda que uma sentença definitiva, em qualquer dessas ações ou procedimentos judiciais, será conclusiva, e poderá ser executada em quaisquer outras jurisdições por meio de processo sobre a sentença ou de qualquer outra maneira prevista por lei. Nada contido no presente parágrafo deverá afetar ou prejudicar o direito da Arrendadora de apresentar notificação formal de processo judicial de qualquer maneira permitida pela lei, ou deverá afetar ou prejudicar o direito da Arrendadora de impetrar qualquer ação ou procedimento judicial contra a Arrendatária, ou contra os bens da Arrendatária, nos tribunais de qualquer outra jurisdição.

Em qualquer ação ou procedimento judicial relativo ao presente Arrendamento, a Arrendatária, pelo presente, nomeia, de forma irrevogável e incondicional, às expensas da Arrendatária, a The Corporation Trust Company do Estado de Nevada (denominada doravante, no presente, simplesmente como o "Agente para Notificações de Processos da Arrendatária"), situada na 6100 Neil Road Suite 500, Reno, Nevada [EUA], como seu agente para receber, em nome da Arrendatária e de seus bens, a entrega formal de cópias de citações e queixas, bem como de qualquer outro

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processo judicial que possa ser formalmente entregue em qualquer ação ou procedimento judicial em qualquer Tribunal, ou outros procedimentos, e, se por qualquer razão, esse Agente para Notificações de Processos da Arrendatária (ou qualquer Agente para Notificações de Processos da Arrendatária sucessor) for incapaz de atuar como tal, este deverá notificar, imediatamente, a Arrendadora, e, dentro do prazo de trinta dias, deverá ser nomeado um Agente para Notificações de Processo da Arrendatária sucessor na Cidade de Reno, Estado de Nevada (Agente para Notificações de Processos da Arrendatária sucessor este que deverá aceitar essa nomeação, por escrito, de forma razoavelmente satisfatória à Arrendadora, antes da extinção, por qualquer razão, da nomeação do Agente para Notificações de Processo da Arrendatária). Em qualquer ação ou procedimento judicial, a Arrendatária concorda que essa entrega formal possa ser efetuada à Arrendatária, por meio da entrega de uma cópia desse processo à Arrendatária, aos cuidados do Agente para Notificações de Processo da Arrendatária nomeado, ao endereço desse Agente para Notificações de Processo da Arrendatária. A Arrendatária, pelo presente, igualmente autoriza e instrui, de forma irrevogável e incondicional, a esse Agente para Notificações de Processo da Arrendatária, aceitar essa entrega formal em seu nome.

A ARRENDATÁRIA, PELO PRESENTE, RENUNCIA AO JULGAMENTO PELO TRIBUNAL DO JÚRI EM QUALQUER PROCEDIMENTO JUDICIAL NO QUAL ESTA SE CONSTITUA COMO UMA PARTE, ENVOLVENDO, DIRETA OU INDIRETAMENTE, QUALQUER QUESTÃO (INDEPENDENTEMENTE DE REFERIR-SE A UM ATO ILÍCITO, POR CONTRATO OU DE OUTRA MANEIRA) A QUALQUER TÍTULO DECORRENTE, RELACIONADA OU PERTINENTE AO PRESENTE ARRENDAMENTO OU AOS OUTROS DOCUMENTOS VÁLIDOS, OU AO RELACIONAMENTO ESTABELECIDO EM CONFORMIDADE COM OS TERMOS DO PRESENTE OU DO MESMO, E INDEPENDENTEMENTE DE ESTA TER SUA ORIGEM, OU DE ESTA SER ASSEVERADA, ANTES OU DEPOIS DA DATA DO PRESENTE, OU ANTES OU DEPOIS DO PAGAMENTO, OBSERVÂNCIA E CUMPRIMENTO DAS OBRIGAÇÕES DA ARRENDATÁRIA, EM CONFORMIDADE COM OS TERMOS DO PRESENTE ARRENDAMENTO, OU DOS OUTROS DOCUMENTOS VÁLIDOS.

A Arrendadora, Arrendatária, e cada Avalista, pelo presente, elegem os tribunais da Cidade de São Paulo, Estado de São Paulo, Brasil, como sendo

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os tribunais com competência para decidir quaisquer questões ou controvérsias eventualmente decorrente do presente Arrendamento e/ou de contratos de Garantia, no caso de qualquer das partes optar por impetrar procedimentos judiciais contra as outras, no âmbito do território brasileiro.

SEÇÃO 21. Moeda.

Trata-se, a presente, de uma transação internacional, na qual a especificação da moeda de pagamentos é essencial. Os pagamentos que devem ser obrigatoriamente efetuados por qualquer parte do presente, em conformidade com os termos deste Arrendamento, não deverão ser quitados por um valor pago em qualquer outra moeda que não a moeda indicada para esses pagamentos, quer em conformidade com uma sentença ou de outra maneira, na extensão que o valor assim pago, mediante conversão imediata para a moeda designada (conforme cotada na Cidade de Nova Iorque, Estado de Nova Iorque [EUA]) não renda o valor devido em dólares norte-americanos, em conformidade com os termos do presente. No caso de qualquer pagamento que tenha a necessidade de ser efetuado, em conformidade com os termos do presente, quer segundo uma sentença, quer de outra maneira, quando pago ou convertido, não resultar no pagamento do valor correto em dólares norte-americanos que seja devido e se encontre em aberto em relação à Pessoa que está recebendo esse pagamento, essa Pessoa terá uma causa de pedir separada no que se refere ao valor de qualquer insuficiência, e a parte pagante deverá efetuar o pagamento desses valores adicionais, conforme possam ser razoavelmente necessários para compensar essa insuficiência.

SEÇÃO 22. RESERVADA.

EM TESTEMUNHO DO QUE, Arrendadora e Arrendatária, individualmente, fizeram com que o presente Arrendamento fosse devidamente assinado, com base no dia e ano primeiramente escritos acima.

ARRENDATÁRIA: TOTAL LINHAS AÉREAS S.A.

Assinado por: [Assinatura Ilegível].

Nome: ALFREDO MEISTER NETO.

Cargo: PRESIDENTE.

Assinado por: [Assinatura Ilegível].

Nome: FERNANDO BRUNING.

Cargo: DIRETOR FINANCEIRO.

ARRENDADORA: PACIFIC COAST GROUP, INC.

Assinado por: [Assinatura Ilegível].

Nome: [Ilegível].

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Cargo: Procurador.
AVALISTA: TRANSPORTADORA SULISTA S.A.
Assinado por: [Assinatura Ilegível].
Nome: ALFREDO MEISTER NETO.
Cargo: PRESIDENTE.
Assinado por: [Assinatura Ilegível].
Nome: FERNANDO BRUNING.
Cargo: DIRETOR FINANCEIRO.
AVALISTA: ALFREDO MEISTER NETO.
Assinado por: [Assinatura Ilegível].
Pessoa Física.
Número do Documento de Identidade: 286.502-5 SSPPR.
CÔNJUGE: - --
Assinado por: [Assinatura Parcialmente Legível].
Número do Documento de Identidade: 872.405 SSPPR.
Nome: MARILÚ ULSON MEISTER.
AVALISTA: AMADEU BRUNING.
Assinado por: [Assinatura Ilegível].
Pessoa Física.
Número do Documento de Identidade: 2.577.427 SSPSP.
CÔNJUGE: - --
Assinado por: [Assinatura Ilegível].
Número do Documento de Identidade: 3.163.389 SSPSP.
Nome: REGINA MARIA CALDANA BRUNING.
Testemunhas: - --
1. [Assinatura Ilegível].
Nome: Eliane de Almeida Sanches.
Número do Documento de Identidade: 18.409.369.7.
2. [Assinatura Ilegível].
Nome: GLADISON ALBERTO PIASERA.
Número do Documento de Identidade: 2.082.840-4 SSPPR.
Consta, no verso das duas páginas de assinaturas páginas de número 60 e 61 do documento original], a legalização notarial das assinaturas de Marilú Ulson

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Meister, Amadeu Bruning, Regina Maria Caldana Bruning, Gladison Alberto Piasera e Fernando Bruning, devidamente assinada por ***MARISTELA LADA DE OLIVEIRA***, Escrevente do Cartório Distrital de UBERABA, na Cidade de Curitiba, Estado do Paraná, com data de 25 de outubro de 2000.

Em todas as páginas do Contrato constam duas rubricas, com exceção das páginas de assinaturas onde se apresentam uma em cada uma delas.

.-.-.-

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Horário da Entrega o seguinte: [em branco], e a Data de Expiração do Arrendamento, relativa ao Arrendamento [em branco].

3. Salvo conforme de outra maneira previsto no Arrendamento, o Prazo, em relação à Aeronave, terá inicio na Data da Entrega, e o encerramento, na Data de Expiração da Entrega.

4. A Arrendatária, pelo presente, apresenta confirmação quanto à sua anuência em pagar o Aluguel Básico da Arrendadora pela Aeronave, por todo o Prazo relacionado ao mesmo, em conformidade com os termos da Seção 3 do Arrendamento. A Arrendatária, desde já, confirme que a primeira Data de Aluguel Básico é [em branco] de 2000, data esta em que a Arrendatária deverá pagar à Arrendadora uma importância equivalente a [em branco] (que representa o Aluguel Básico pelo período que vai desde e que tem sua seqüência após a Data da Entrega, até e inclusive [em branco] de 2000).

5. A Arrendatária, pelo presente, confirma à Arrendadora, que a Arrendatária aceitou a Aeronave, para todas as finalidades do presente e do Arrendamento, como estando em perfeitas condições de vôo, em boas condições de funcionamento e reparo, e sem defeitos ou vícios inerentes à condição, projeto, operação ou adequabilidade em relação ao uso; ressalvando-se, entretanto, que nada contido no presente ou no Arrendamento, de qualquer maneira, deverá diminuir ou de outra maneira afetar qualquer direito que a Arrendatária ou a Arrendadora possa ter no que diz respeito à Aeronave, em relação ao Fabricante, ou a qualquer subcontratado independente ou fornecedor do Fabricante.

6. Todos os termos e disposições do Arrendamento são, pelo presente incorporados por referência no presente Suplemento de Arrendamento, na mesma extensão que se aparecessem totalmente expressas no presente.

7. O presente Suplemento de Arrendamento poderá ser assinado pelas partes do presente em vias separadas, sendo que cada uma delas, quando assim assinadas e entregues, constituirão um original, contudo todas essas vias, de forma conjunta, constituirão não mais do que um e o mesmo instrumento.

O RESTANTE DESTA PÁGINA FOI INTENCIONALMENTE DEIXADO EM BRANCO.

EM TESTEMUNHO DO QUE, Arrendadora e Arrendatária, fizeram com que o presente Suplemento de Arrendamento fosse devidamente assinado no dia e ano primeiramente escritos acima.

TOTAL LINHAS AÉREAS S.A., Arrendatária.
Assinado por: [Em Branco].

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Cargo: [Em Branco].
PACIFIC COAST GROUP, INC., Arrendadora.
Assinado por: [Em Branco].
Cargo: [Em Branco].

.-.-.-

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(denominada doravante, no presente, simplesmente como "Arrendatária"), pelo presente, aceita a Aeronave de forma incondicional, para todas as finalidades abrangidas em conformidade com determinado Contrato de Arrendamento Operacional (Aeronave [em branco]), com data de [em branco] (denominado doravante, no presente, simplesmente como "Arrendamento"), celebrado entre a [em branco] (denominada doravante, no presente, simplesmente como "Arrendadora") e a Arrendatária. Os termos em letras maiúsculas, utilizados no presente, e que não sejam de outra maneira definidos no presente, possuirão os mesmos significados que no Arrendamento. A Arrendatária, pelo presente, reconhece ter constatado que a Aeronave satisfaz a todas as exigências de entrega estipuladas no Arrendamento, e confirma o aceite incondicional da Aeronave.

O Anexo 1 ao presente Documento retrata, de forma autêntica e correta, o status de horas de vôo da Aeronave (inclusive no que concerne a Motores) e de seus componentes, na data do presente.

Combustível: [em branco] libras; óleo [em branco] galões a bordo.

Anexa, na forma do Anexo 2 ao presente, encontra-se uma lista dos itens do equipamento instalado e afixado à Aeronave.

Anexa, na forma do Anexo 3 ao presente, encontra-se uma lista dos itens do equipamento solto entregue juntamente com a Aeronave.

Anexa, na forma do Anexo 4 ao presente, encontra-se uma lista completa dos Documentos da Aeronave, entregues juntamente com a Aeronave.

[Em branco], Arrendatária.

Assinado por: [em branco].

Cargo: [em branco].

As informações acima preenchidas foram constatadas como aceitáveis pelo signatário.

[Em branco], Arrendadora.

Assinado por: [em branco].

Cargo: [em branco].

.-.-.-

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- ANEXO 2 AO DOCUMENTO C -

- Relatório da Lista de Estoque -

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Arrendatária, individualmente, deverão assinar, imediatamente, um Recibo de Devolução da Aeronave, assim como o Termo de Rescisão do Arrendamento, em tal forma conforme a Arrendadora venha a exigir.

A Aeronave, na época de sua devolução à Arrendadora, deverá ter sido mantida e reparada em conformidade com o Programa de Manutenção, e com o presente Arrendamento, com a mesma cautela e consideração no que se refere à condição técnica da Aeronave, como se esta tivesse sido mantida em serviço regular permanente por parte da Arrendatária, e deverá ter atendido às seguintes exigências (às custas e expensas exclusivas da Arrendatária): - --

1. Condição Operacional. A Aeronave deverá estar em condições de operação tão boas quanto as da Data da Entrega, com exceção do uso e desgaste normais provenientes de operações de carga comercial normais, com todos os equipamentos, componentes e sistemas da aeronave em funcionamento, de acordo com suas pretendidas utilizações, independentemente de desvios ou variações autorizadas pela relação de equipamentos mínimos ou pela relação de desvio de configuração.

2. Padrões de Limpeza. A Aeronave deverá ser limpa segundo os padrões das empresas de transporte aéreo comercial dos Estados Unidos.

3. Certificado de Aeronavegabilidade. A Aeronave deverá possuir, bem como deverá estar em conformidade com um certificado de aeronavegabilidade padrão atualmente válido, expedido pela Autoridade de Registro, assim como deverá deter um certificado de aeronavegabilidade para exportação e ser imediatamente qualificável em relação a um certificado de aeronavegabilidade norte-americano, assim como se qualificar, imediatamente, para operações para a prestação de serviços de passageiros e/ou carga, comerciais, programados, de receita, no âmbito dos Estados Unidos, em conformidade com a Parte 121 da FAR (ou com quaisquer regulamentações sucessórias), estando em condições perfeitas de navegação aérea em conformidade com as especificações do fabricante, e em conformidade com as regulamentações da FAA nos Estados Unidos.

4. Satisfação às Exigências Governamentais. A Aeronave deverá estar em conformidade com todas as Diretivas de Aeronavegabilidade e exigências obrigatórias da Autoridade de Registro que afetem a Aeronave, que tenham uma data de validade no que concerne à sua satisfação, que ocorra antes e dentro de um prazo de 180 dias após o encerramento do Prazo e devolução da Aeronave à Arrendadora. Caso a Arrendatária tenha obtido uma renúncia ou desistência por parte da Autoridade de Registro em virtude da satisfação a qualquer dessas Diretivas de aeronavegabilidade ou exigências obrigatórias,

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a Arrendatária deverá, independentemente dessa renúncia ou desistência, satisfazer plenamente a todas essas Diretivas de aeronavegabilidade ou exigências obrigatórias abrangidas por essa renúncia ou desistência antes da devolução da Aeronave à Arrendadora, como se essa renúncia ou desistência não existisse.

5. Manutenção Diferida. A Aeronave deverá ter levado a efeito, em relação à mesma, todos os itens de manutenção diferida que estejam pendentes, itens de transporte, itens da lista de desvio de configuração e discrepâncias de vôo. Os itens diferidos em virtude de concessões de manutenção (ou seja, uma isenção no sentido de operar além dos limites normais por monitoramento) deverão ser atualizados como se essas concessões de manutenção ou isenções não existissem. Os componentes cujo status pertinente a horas de vôo exceda as condições ou exigências impostas pelo presente Arrendamento deverão ter suas condições ou exigências satisfeitas.

6. Corrosão. Toda a corrosão deverá ter sido corrigida por meio de serviço artesanal e de maneira apropriada, em conformidade com o Programa de Manutenção e qualquer corrosão verificada na inspeção de devolução, à Arrendadora ou verificada na checagem da Estrutura da Aeronave, na devolução.

7. Configuração e Condições. A Aeronave deverá ser devolvida na mesma configuração e condições, com todas as Peças instaladas na mesma que na Data da Entrega, com exceção apenas de modificações, acréscimos, reposições e substituições de Peças, conforme possam ter sido corretamente efetuadas pela Arrendatária em conformidade com a Seção 8, e conforme especificamente estipulado de outra maneira no presente Documento E. A Arrendatária, antes dessa devolução da Aeronave, deverá fornecer à Arrendadora uma relação de todas essas modificações, acréscimos ou reposições efetuadas durante o Prazo. A Arrendatária deverá fornecer à Arrendadora os 24 últimos relatórios de credibilidade relativos à Aeronave, conforme fornecidos à Autoridade de Registro, e uma relação de todas as Peças rotativas instaladas na Aeronave no decorrer dos últimos 06 (seis) meses do Prazo, e de todas as Peças rotativas substituídas durante os referidos últimos 06 (seis) meses. A Arrendatária não deverá substituir Peças por peças que possuam um registro operacional que indique uma taxa maior de falha do que as Peças substituídas no curso dos 06 (seis) últimos meses do Prazo.

8. Condições da Estrutura da Aeronave. A Estrutura da Aeronave, na época de sua devolução à Arrendadora, deverá atender às exigências abaixo

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especificadas, tudo às expensas da Arrendatária, salvo conforme de outra maneira previsto no presente: - --

(a) Inspeção da Estrutura da Aeronave. A Aeronave deverá ser devolvida mediante a recente execução de uma Checagem "C" completa, em conformidade com o Programa de Manutenção (e a Aeronave não será colocada novamente em serviço por parte da Arrendatária subseqüentemente a essa checagem), e a Arrendatária terá a permissão de efetuar retiradas às Reservas de Manutenção aplicáveis após a execução da mesma, na mesma extensão que essa checagem tenha sido de outra maneira executada no decorrer do Prazo. Todas as inspeções de CPCP e SSI (sendo que esse último termo possui a significação "Itens Estruturalmente Significativos", identificados pelo fabricante e pela FAA de forma a exigir alguma inspeção a intervalos determinados) deverão ter sido levadas a efeito na extensão que nenhuma destas tenha seu vencimento em relação aos próximos 18 meses subseqüentes à devolução da Aeronave à Arrendadora, a menos que a própria inspeção possua um intervalo de execução mais curto. A Arrendatária deverá notificar a Arrendadora da programação do início dessa checagem de devolução e a Arrendadora deverá ter a opção de não executar tais checagens e de reter as Reservas de Manutenção aplicáveis no que diz respeito ao mesmo.

(b) Peças. Todas as Peças instaladas na aeronave deverão ser passíveis de utilização em serviço, em conformidade com as normas da Autoridade de Registro e da FAA, e possuem um valor, status de modificação e condição equivalente às Peças na Aeronave na Data da Entrega, com exceção do uso e desgaste normais previstos. Todas as Peças, componentes e montagens identificados com limites monitorados de condição, mecanismos salva-vidas ou que ofereçam proteção para situações adversas, deverão ser fornecidas com o número da peça, número de série, seus históricos de serviço, ciclos e horas de vôo acumulados, limites monitorados de condição, mecanismos salva vidas, ou que ofereçam proteção a situações adversas, e vidas úteis remanescentes em uma listagem separada e, nos casos em que possível, deverão ser fisicamente verificadas como estando instaladas e possuindo documentação em material impresso por computador (ou seja, etiquetas de identificação de fornecedores apropriadas quanto a revisões e durabilidade e ordens de serviço) com o intuito de verificar seus históricos de serviço e todos os componentes e montagens que são identificados nos registros de manutenção por meio de números de peças e/ou números de série outros que não os números do fabricante, ou outros números de fabricante, deverão ser

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fornecidos por meio de listagem com referência cruzada nos dois sentidos, necessária para estabelecer uma completa capacidade de rastreamento.

(c) Fuselagem, Janelas e Portas. A fuselagem deverá estar livre de remendos que apresentem crostas de fundição, e deverá se apresentar substancialmente sem dentes e abrasões, assim como rebites soltos, puxados ou perdidos que tenham ocorrido ou surgido no decorrer do Prazo. As janelas deverão estar dentro dos limites do fabricante e deverão se encontrar corretamente lacradas. As portas deverão ter livre movimentação, deverão estar corretamente equipadas e montadas com vedações em condições de serviço, se necessário.

(d) Janelas e Empenagem. Todas as extremidades principais deverão se encontrar sem avarias que tenham surgido no decorrer do Prazo, e livre de avarias que tivessem necessitado de reparo em conformidade com o Programa de Manutenção. As asas deverão estar livres de vazamentos de combustível.

(e) Interior. Com exceção de condições que reflitam o uso e desgaste justificados no decorrer do Prazo de Arrendamento: tetos, paredes laterais e painéis anteparo, deverão estar limpos e livres de rachaduras e manchas; todas as venezianas de janelas deverão operar de forma correta e não apresentar avarias; todos os carpetes e coberturas dos assentos deverão se encontrar em boas condições, limpos e livres de manchas, bem como deverão atender todas as normas internacionais de resistência a chamas; todos os assentos deverão estar prontos para o serviço, em boas condições e repintados, conforme necessário; e o funcionamento dos mecanismos de reclinação e mesas dos assentos deverá ser satisfatório, e o nível de condição das mesas, firme e sem avarias. Todas as plaquetas de sinalização e decalques deverão estar no idioma inglês, limpos e legíveis, e todos os equipamentos de emergência com vida útil determinada pelo tempo de existência deverão ter no mínimo um ano ou cem por cento do total de sua vida aprovada remanescente, o que for menor.

(f) Cabina do Piloto. Todos os decalques deverão aparecer no idioma inglês, limpos, fixos e legíveis e, a não ser no que se refere a condições que reflitam o uso e desgaste justificados no decorrer do Prazo do Arrendamento, todos os painéis de carenagem deverão estar livres de manchas e rachaduras, deverão estar limpos, fixos e repintados, conforme necessário; as coberturas do piso deverão estar limpas e vedadas de forma eficaz, assim como pintadas, conforme necessário; as coberturas dos assentos deverão estar em boas condições, limpas e deverão permanecer atendendo a todas as regulamentações internacionais de resistência a chamas; os assentos deverão

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estar completamente prontos para serviço, e deverão ser repintados, conforme necessário; as áreas de estar deverão estar pintadas ou polidas, conforme necessário.

(g) Compartimento de Carga. Todos os painéis e redes deverão se encontrar em boas condições e consertados, e em vigor e em conformidade com as exigências da Autoridade de Registro e da FAA para operações de carga da Parte 121 da FAR.

9. Componentes com Vida Útil Limitada. Todos os Componentes com Vida Útil Limitada deverão ter no mínimo (i) 3.000 horas ou ciclos de vida (conforme aplicável) remanescentes até a próxima reposição, inspeção ou revisão programada, e todos os Componentes com Vida Útil Limitada, controlados por tempo de existência, deverão ter no mínimo 12 meses (com base em seu uso nos 12 meses precedentes) de vida remanescentes até a próxima reposição, substituição ou revisão programada, ou (ii) o mesmo número remanescente de horas de vôo ou ciclos de vida (conforme aplicável), ou de vida útil baseada no tempo de existência, até a próxima reposição, inspeção ou revisão programada, conforme possuía esse componente na Data da Entrega, o que for maior.

10. Condições do Trem de Pouso. Cada Trem de Pouso (individualmente) deverá estar limpo, livre de fendas e reparado conforme necessário. Todos os decalques deverão ser em idioma inglês, limpos, fixos e legíveis. Na devolução, cada Trem de Pouso não terá menos do que ou (i) dois anos, ou (ii) (A) 3.000 ciclos de vida remanescentes até a próxima revisão programada em conformidade com o Programa de Manutenção, ou (B) o mesmo número de horas remanescentes até a próxima revisão programada que esse Trem de Pouso possuía na Data da Entrega, o que for maior entre os itens (i) (A) e (B). Para as finalidades do cálculo a ser efetuado em conformidade com os termos da subseção 13 abaixo a respeito da Quitação Financeira, o padrão acima mencionado, segundo os itens (ii) (A) e (B) acima, em relação a cada Trem de Pouso, será o "FM", ou seja "Mínimo Financeiro".

11. Condições da Unidade de Potência Auxiliar ("APU"). A Arrendatária devolverá a APU instalada na Aeronave em boas condições de operação, em conformidade com as especificações do fabricante, e com o uso e desgaste normais previstos. Quaisquer discrepâncias operacionais da APU deverão ser corrigidas às expensas da Arrendatária, antes da devolução da Aeronave à Arrendadora. Na época da devolução à Arrendadora, a APU deverá ter o mesma quantidade de tempo desde a última inspeção das seções quentes que na Data da Entrega. Para fins do cálculo que deve ser efetuado em

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conformidade com os termos da subseção 13 abaixo a respeito da Quitação Financeira, o horário de entrega deverá ser no padrão "FM" ou "Mínimo Financeiro".

12. Condição dos Motores. Os componentes do motor ou os módulos não deverão exceder os limites de tempo flexíveis aplicáveis (conforme definidos no Programa da Manutenção) desde a sua última visita à oficina ou retrabalho. Cada motor deverá atender aos parâmetros do Programa de Manutenção no que se refere à margem de EGT aceitável a empuxo, EPR, fluxo de combustível, pressões e temperatura classificados. Cada motor não deverá ter menos do que (i) 1.300 ciclos de vida remanescente até o próximo limitador ou (ii) o mesmo número de horas de uso e ciclos de vida remanescentes até o próximo limitador (e horas de uso e/ou ciclos de vida desde o último escopo de serviços HSI) que esse Motor possuía na Data da Entrega, o que for maior (padrão este que será referido na subseção 13 abaixo, no que diz respeito à Quitação Financeira, como "FM" ou "Mínimo Financeiro").

13. Quitação Financeira.

(A) Se o tempo real remanescente até a próxima revisão programada de um Trem de Pouso, na devolução, (denominado doravante, no presente, simplesmente como o "AT" ou "Tempo Real") for menor do que o FM em relação ao Trem de Pouso, a Arrendatária terá permissão de pagar à Arrendadora uma quitação financeira que satisfaça a condição de devolução aplicável se o Tempo Real for de 1.500 ciclos ou mais, remanescente até a próxima revisão programada, quitação esta que deverá ser calculada e paga de acordo com a seguinte fórmula: - --

(FM - AT) x a Taxa de Reserva aplicável então em vigor = ao valor da quitação a ser paga à Arrendadora por esse Trem de Pouso.

(B) Se o tempo real remanescente até a próxima revisão programada da APU, na devolução, (denominado doravante, no presente, simplesmente como o "AT" ou "Tempo Real") for menor do que o FM em relação à APU, a Arrendatária terá permissão de pagar à Arrendadora uma quitação financeira que satisfaça a condição de devolução aplicável, cuja quitação será calculada e paga de acordo com a seguinte fórmula: - --

(FM - AT) x a Taxa de Reserva aplicável então em vigor = ao valor da quitação a ser paga à Arrendadora por essa APU.

(C) Se o tempo real remanescente até o próximo limitador relativo a um Motor, na devolução, (denominado doravante, no presente, simplesmente como o "AT" ou "Tempo Real") for menor do que o FM em relação a esse

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Motor, a Arrendatária estará autorizada a pagar à Arrendadora uma quitação financeira que satisfaça a condição de devolução aplicável somente se o Tempo Real for de 1.300 ciclos de vida ou mais, remanescentes até o próximo limitador, quitação esta que será calculada e paga de acordo com a seguinte fórmula: - --

(FM - AT) x a Taxa de Reserva de Motor* aplicável então em vigor = ao valor da quitação a ser paga à Arrendadora por esse Motor.

(*esse valor ficará sujeito a ajuste pela proporção ciclo por hora).

A Arrendatária estará autorizada a satisfazer suas obrigações de condições de devolução pelo pagamento ou aplicação de dinheiro somente nos casos em que especificamente declarado na presente subseção. A Arrendadora, em nenhuma circunstância, será responsável pelo pagamento à Arrendatária de qualquer valor relacionado a um Item que possua um tempo ou condição maior ou aperfeiçoado em relação ao necessário segundo estas condições de devolução. Não será permitida qualquer utilização das Reservas de Manutenção, salvo no caso da Checagem "C".

14. Registros Históricos; Dados de Monitoração de Tendências. Se os registros históricos e de manutenção do Motor e/ou os dados de monitoração de tendências indicarem uma taxa de aceleração no que se refere à perda de desempenho de qualquer Motor instalado, taxa esta que seja superior à normal com base nos padrões recomendados pelo fabricante, a Arrendatária, antes da devolução da Aeronave, deverá corrigir ou fazer com que sejam corrigidas essas condições que foram determinadas de forma a serem excedentes às tolerâncias manuais de manutenção do fabricante do Motor, ou que de outra maneira estão ocasionando essas perdas de desempenho.

15. Inspeções.

(i) A Arrendadora e a Mutuante poderão, de tempos em tempos, desejar que a Aeronave seja disponibilizada para inspeção aos representantes designados ou equipes técnicas no sentido de avaliarem a Aeronave em relação a sua utilização após o encerramento do Prazo. A Arrendadora concorda em apresentar notificação à Arrendatária com antecedência mínima de 05 (cinco) Dias Úteis dessa inspeção, e a Arrendatária concorda em cooperar integralmente com as solicitações vindas da Arrendadora e da Mutuante no sentido de disponibilizar a Aeronave e os Documentos da Aeronave a essas equipes técnicas autorizadas, assim como a Arrendadora concorda que essas solicitações deverão ser cabíveis e serão coordenadas conjuntamente com a Arrendatária, de forma a minimizar perturbações às operações programadas da Arrendatária e a seu pessoal.

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(ii) Em prazo não superior a 05 dias subseqüentes ao encerramento do Prazo, a Aeronave (incluindo os Documentos da Aeronave e os documentos a serem devolvidos em conformidade com a Seção 5 (b)) deverá ser disponibilizada à Arrendadora e à Mutuante para inspeção em terra pela Arrendadora, nas instalações da Arrendatária. Antes da expiração ou rescisão prematura do presente Arrendamento, a Aeronave deverá ser disponibilizada à Arrendadora para inspeção em terra no curso desses períodos, como se a Aeronave estivesse em terra, fora de operação, e após a expiração ou outra rescisão do presente Arrendamento, a Aeronave deverá ser plenamente disponibilizada à Arrendadora, sem restrições. Nessas inspeções em terra, a Arrendatária deverá abrir as áreas da Aeronave conforme determinado pela Arrendadora e/ou Mutuante, e deverá permitir à Arrendadora e à Mutuante executar as inspeções com o intuito de determinar se a Aeronave (incluindo os Documentos da Aeronave) se encontram na condição exigida pelas disposições deste Documento E, sendo que a Arrendatária deverá corrigir, imediatamente, quaisquer discrepâncias que tenham sua origem na condição exigida pelas disposições contidas no presente Documento E, discrepâncias estas que sejam observadas durante essa inspeção e sejam comunicadas por escrito pela Arrendadora ou Mutuante à Arrendatária.

(iii) Uma inspeção de escopo interno em cada Motor e na APU será executada sob a vistoria da Arrendadora, às expensas da Arrendatária, na época da devolução da Aeronave à Arrendadora, e a Arrendatária deverá apresentar comprovantes satisfatórios à Arrendadora que reflitam a correção de quaisquer discrepâncias encontradas durante essa inspeção, e constatadas de forma a terem excedido os limites manuais de manutenção do fabricante do Motor ou da APU.

(iv) A Arrendatária deverá conduzir uma checagem operacional em terra, em conformidade com as exigências do Programa de Manutenção, e deverá corrigir quaisquer discrepâncias divulgadas por meio dessa checagem, e aquelas que necessitam ser retificadas pelo presente Arrendamento.

(v) A Aeronave ficará sujeita a um vôo de teste no Local de Devolução, pela Arrendatária, às expensas da Arrendatária, utilizando pessoal de vôo qualificado, por um mínimo de 02 (duas) horas, em um vôo não comercial, com o propósito de demonstrar à Arrendadora a operação satisfatória da Aeronave e de seus equipamentos e sistemas. Dois (02) funcionários ou representantes da Arrendadora (ou mais, se permitido pela Arrendatária) poderão tomar parte nesse vôo como observadores. O piloto da Arrendatária deverá estar no comando da Aeronave. Esse vôo será realizado utilizando-se os procedimentos de vôo de checagem operacional padrão solicitados pela

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Arrendadora ou pelo representante da Arrendadora que sejam suficientes para demonstrar a correta operação de todos os sistemas para uso normal por passageiros. Por ocasião da conclusão desse vôo de checagem operacional, os representantes da Arrendatária e da Arrendadora que tiverem tomado parte nesse vôo deverão celebrar um acordo, por escrito, no que concerne às discrepâncias existentes nessa Aeronave, que necessitam ser corrigidas pela Arrendatária, com o intuito de satisfazer às disposições do presente Documento E, e a Arrendatária deverá corrigir ou fazer com que sejam corrigidas, imediatamente, às expensas da Arrendatária, qualquer dessas discrepâncias. Se quaisquer discrepâncias permanecerem persistindo, a Arrendadora poderá aceitar (contudo não será obrigada ao mesmo) a entrega da Aeronave, e aplicar o procedimento estipulado na Seção 5 do Arrendamento em relação a tais discrepâncias.

16. Aceite. Por ocasião da conclusão das inspeções acima mencionadas e após a Arrendatária ter corrigido as discrepâncias conforme sua satisfação tenha sido exigida no presente Documento E, a devolução da Aeronave deverá ser aceita pelos representantes da Arrendadora, no Local de Devolução.

17. Correção Diferida de Discrepância. Quaisquer discrepâncias constatadas durante as inspeções especificadas no presente, as quais não sejam corrigidas pela Arrendatária antes da devolução da Aeronave à Arrendadora, poderão ser corrigidas pela Arrendadora ou por pessoa por ela designada, após a devolução da Aeronave, e a Arrendatária deverá reembolsar a Arrendadora por todos os custos e despesas incorridos pela Arrendadora, ou pela pessoa por ela designada, no que se refere à execução das correções dessas discrepâncias. A Arrendatária deverá pagar à Arrendadora por todos esses custos e despesas incorridos dentro do prazo de 10 (dez) dias da data da fatura expedida pela Arrendadora no que se refere ao mesmo. Quaisquer pagamentos atrasados ficarão sujeitos a juros à Taxa de Pagamentos em Atraso.

18. Custo do Vôo. Todos os vôos em conformidade com o presente Documento E, bem como com a Seção 5 do Arrendamento, e todos e quaisquer custos associados a esses vôos, incluindo, contudo sem se constituir em limitação, custos com tripulação, combustível, óleo, taxas de aeroportos, seguros, taxas de decolagem / aterrissagem, taxas de comunicação em curso aéreo, taxas de reboque em solo e direitos alfandegários, se houver, serão de responsabilidade da Arrendatária.

19. Indenizações. A Seção 16, no que diz respeito a toda a indenização abrangida na mesma, aplicar-se-á a toda a atividade em conformidade com

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os termos do presente Documento E e da Seção 5 do Arrendamento, assim como deverá oferecer cobertura aos representantes da Arrendadora no que se refere à devolução da Aeronave.

20. Documentos da Aeronave. A Arrendatária deverá devolver à Arrendadora, na época que a Aeronave é devolvida à Arrendadora, todos os Documentos da Aeronave, e os documentos a serem devolvidos em conformidade com os termos contidos na Seção 5(b), atualizados e mantidos pela Arrendatária no idioma inglês, até a data de devolução da Aeronave.

21. Marcações da Aeronave. Na época da devolução da Aeronave, a Arrendatária deverá ter pintado recentemente a Aeronave de branco. No caso de a Arrendatária, não obstante à sua obrigação de assim proceder, não cumprir com o mesmo, a Arrendatária deverá pagar os custos e despesas relativos a esse trabalho à Arrendadora, dentro do prazo de 10 (dez) dias, contados da data da fatura da Arrendadora em relação ao mesmo. Quaisquer pagamentos atrasados ficarão sujeitos à Taxa de Pagamentos em Atraso.

22. Propriedade. Quaisquer documentos, equipamentos e quaisquer outros itens devolvidos à Arrendadora, em conformidade com o presente Documento E e com a Seção 5 do Arrendamento, que não sejam ainda detidos pela Arrendadora, por ocasião do mesmo, passarão a constituir a propriedade da Arrendadora.

23. Conservação da Aeronave Após a Devolução. Por ocasião da expiração e mediante solicitação escrita da Arrendadora, apresentada no mínimo 05 (cinco) Dias Úteis antes do encerramento do Prazo, a Arrendatária deverá disponibilizar instalações a guarda da Aeronave no Local de Devolução, por um período que não deverá exceder 90 (noventa) dias (denominado doravante, no presente, simplesmente como o "Período de Conservação") às expensas da Arrendatária. Durante o Período de Conservação, a Arrendadora deverá arcar com os riscos de prejuízo da Aeronave, e deverá efetuar o pagamento de todos os custos de manutenção e seguro no que diz respeito à Aeronave.

24. Cessão de Direitos. Por ocasião da devolução da Aeronave à Arrendadora, a Arrendadora poderá ceder seus direitos, em conformidade com os termos do presente Arrendamento, no que diz respeito à Aeronave, a um terceiro comprador ou arrendatário da Aeronave.

25. Inexistência de Obrigações por parte da Arrendadora. A Arrendadora não será obrigada a compensar a Arrendatária no caso de a Aeronave se encontrar em melhores condições, na Data de Devolução, do que as exigidas em conformidade com os termos do presente instrumento.

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26. Disputas. Qualquer disputa entre a Arrendatária e a Arrendadora, no que se refere à condição da Aeronave, que tenha como origem o presente Arrendamento, deverão ser levadas e decididas pelo fabricante da Estrutura da Aeronave ou do Motor, e essa decisão será definitiva e obrigatória às partes.

27. Transferência e Exportação. Mediante solicitação por parte da Arrendadora, a Arrendatária deverá cooperar com a Arrendadora no sentido de programar e oferecer assistência a quaisquer inspeções, manutenção de registros ou modificações, conforme possam ser necessárias para efetuar a "transferência" de local da Aeronave após a devolução, em um programa subseqüente de manutenção e especificações de operações da arrendatária (ou efetuar uma suave transição da mesma). Todos os custos e despesas associados à obtenção de um Certificado de Aeronavegabilidade de Exportação por parte da Autoridade de Registro deverão ser assumidos pela Arrendatária.

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1.2 O Seguro contra Riscos de Guerra deverá prever, no mínimo, coberturas para os seguintes perigos: - --

(i) Guerra, invasão, atos de inimigos estrangeiros, hostilidades (independentemente de a guerra ser ou não declarada), guerrilha civil, rebelião, revolução, insurreição, lei marcial, golpe militar ou usurpação de poder, ou tentativas de usurpação de poder.

(ii) Greves, tumultos, comoções civis ou perturbações trabalhistas; - --

(iii) Qualquer ato de uma ou mais pessoas, independentemente de serem ou não agentes de um poder soberano, no que se refere a propósitos políticos ou terroristas, e independentemente de os prejuízos ou avarias deles resultantes serem acidentais ou intencionais; - --

(iv) Qualquer ato doloso ou ato de sabotagem; - --

(v) Confisco, nacionalização, seqüestro, restrição, detenção, apropriação, requisição de título de propriedade ou utilização por parte ou segundo ordem de qualquer governo (quer civil, militar ou *de facto*), ou autoridade pública ou local, **incluindo** aquelas do país de registro; - --

(vi) Seqüestro ou qualquer apreensão ilegal ou exercício ilícito do controle da Aeronave ou da população em vôo (incluindo quaisquer tentativas relativas a esse seqüestro ou controle) efetuada por qualquer uma ou mais pessoas a bordo da Aeronave, atuando sem o consentimento da Segurada.

1.3 A Apólice de Seguro Total da Fuselagem ["Todos os Riscos"] e a Apólice de Seguro Contra Riscos de Guerra, adicionalmente, deverá incluir os seguintes endossos ou ampliações de cobertura: - --

(i) Fica entendido e acordado que este seguro, no que se refere ao interesse das Partes Indenizadas, não será invalidado ou de qualquer modo prejudicado por qualquer ato ou omissão da Arrendatária, e que deverá segurar as Partes Indenizadas, independentemente de quebras ou violações de quaisquer garantias, declarações ou condições contidas nas apólices mantidas pela Arrendatária; - --

(ii) Os Sinistro serão reajustados junto à Arrendadora e à Mutuante da Arrendadora, e deverão ser pagos diretamente à Mutuante da Arrendadora, no que concerne a todos os juros, em dólares norte-americanos, nos Estados Unidos da América; ressalvando-se, entretanto, que valores inferiores a US$ 25.000,00, relativos a reparos da Aeronave, deverão ser pagos diretamente à Arrendatária; - --

(iii) No caso de qualquer mudança, restrição ou redução substancial na cobertura ou em caso de cancelamento do seguro, deverá ser entregue por meio de serviço de *courier* com reputação internacional, à Arrendadora ou à

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Mutuante da Arrendadora, notificação escrita a respeito dessa mudança, restrição ou redução na cobertura ou referente ao cancelamento do referido seguro, aos endereços que se seguem: - --

[inserir no certificado efetivo os endereços apropriados].

especificando a época, que não deverá ser inferior a 30 (trinta) dias (7 (sete) dias ou tal notificação conforme esteja disponível no que diz respeito a cláusulas de guerra) subseqüentes ao envio (por meio da entrega a uma empresa prestadora de serviços de *courier* com reputação em âmbito internacional, para entrega à Arrendadora e à Mutuante da Arrendadora) em que a referida notificação escrita a respeito dessa mudança, restrição, redução na cobertura ou cancelamento será válida; - --

(iv) As seguradoras da Arrendatária concordam que as Partes Indenizadas não serão responsáveis pelos prêmios de seguro da Arrendatária, decorrentes ou resultantes do presente contrato de arrendamento. As seguradoras da Arrendatária ainda concordam que não haverá compensação em relação a quaisquer reivindicações que possam ser passíveis de pagamento à Arrendatária ou à Arrendadora, ou à Mutuante da Arrendadora, ou a seus cessionários ou seus respectivos diretores, conselheiros, agentes e funcionários; - --

(v) As seguradoras da Arrendatária concordam em renunciar a todos os direitos de sub-rogação contra as Partes Indenizadas; - --

(vi) Qualquer prêmio devido à seguradora em conseqüência do seguro efetuado por este endosso será de responsabilidade da Arrendatária, e não de responsabilidade das Partes Indenizadas, ressalvando-se, entretanto, que: - --

(1) No caso de a Arrendatária vir a negligenciar o pagamento de quaisquer prêmios devidos em conformidade com os termos do presente endosso e da apólice do mesmo, qualquer das Partes Indenizadas poderá, a seu critério, optar por dar continuidade a esse seguro e, contra apresentação, efetuar o pagamento do prêmio; e - --

(2) No caso de qualquer aumento aparente de riscos, qualquer das Partes Indenizadas poderá, contra apresentação, pagar o prêmio desse aumento de risco se essa Parte Indenizada desejar esse seguro, e se o prêmio não for de outra maneira pago pela Arrendatária; - --

(vii) No caso de a Arrendatária obter apólices separadas para a cobertura do seguro Total de Fuselagem e do seguro contra Riscos de Guerra e Perigos Correlatos, todas essas apólices deverão incluir um acordo de quitação provisória de reivindicações com base em uma proporção de 50% cada em caso de disputas sobre as quais a apólice ofereça cobertura do sinistro.

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2. **Seguro de Responsabilidade**.

2.1. As Partes Indenizadas, e cada um de seus respectivos diretores, conselheiros, agentes, funcionários e coligadas deverão ser designados como beneficiários adicionais, em conformidade com os termos da apólice de responsabilidades de aviação da Arrendatária, em relação à total extensão dos acordos de indenização do presente Arrendamento, apólice esta que deverá ficar nos limites não inferiores ao limite simples combinado de US$ 150.000.000,00.

2.2 A apólice de responsabilidade deverá incluir o seguinte endosso ou ampliações de cobertura: - --

(i) A apólice acima deverá ser endossada de forma a dispor que a inclusão de mais de uma pessoa física, associação de pessoas, pessoa jurídica, organização, firma ou entidade como beneficiário designado em conformidade com os termos dessa apólice não afetará, a qualquer título, os direitos de qualquer dessas pessoas físicas, associações de pessoas, pessoas jurídicas, organizações, firmas ou entidades, tanto no que diz respeito a qualquer reivindicação, demanda, processo ou sentença proferida ou impetrada por meio ou a favor de qualquer outro beneficiário, ou por meio ou em favor de qualquer funcionário desse outro beneficiário. É intenção da presente apólice proteger cada pessoa física, associação de pessoas, pessoa jurídica, organização, firma ou entidade no que diz respeito a qualquer demanda reivindicatória, processo ou sentença, na mesma forma que se uma apólice separada tivesse sido emitida para cada um; entretanto, nada contido no presente deverá operar de forma a aumentar o limite de responsabilidade da seguradora, conforme especificado nessa apólice; - --

(ii) O seguro proporcionado por essa apólice não deverá ser invalidado, no que diz respeito às Partes Indenizadas, por qualquer ato ou omissão por parte da Arrendatária, ou pela incapacidade, da Arrendatária, de tomar qualquer medida necessária no que diz respeito a esse seguro; - --

(iii) A apólice acima deverá ser primordial e não contribuitória, tampouco excessiva, no que diz respeito a qualquer outro seguro que possa estar disponível para a proteção das Partes Indenizadas; - --

(iv) No caso de qualquer mudança, restrição ou redução substancial na cobertura ou em caso de cancelamento do seguro, deverá ser enviada por correio notificação escrita a respeito dessa mudança, restrição ou redução na cobertura ou a respeito do cancelamento do referido seguro às Partes Indenizadas, incluindo a Arrendadora e a Mutuante da Arrendadora, aos endereços que se seguem: - --

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[em branco].

especificando a época, que não deverá ser inferior a 30 (trinta) dias subseqüentes ao recebimento da referida notificação escrita, em que essa mudança, restrição, redução na cobertura ou cancelamento será válida; - --

(v) As seguradoras da Arrendatária concordam que as Partes Indenizadas não serão responsáveis pelos prêmios de seguro da Arrendatária, decorrentes ou resultantes do presente contrato de arrendamento. As seguradoras da Arrendatária ainda concordam que não haverá compensação em relação a quaisquer reivindicações que possam ser passíveis de pagamento à Arrendatária ou à Arrendadora, ou a seus cessionários ou seus respectivos diretores, conselheiros, agentes e funcionários; - --

(vi) Qualquer prêmio devido à seguradora em conseqüência do seguro efetuado por este endosso será de responsabilidade da Arrendatária, e não de responsabilidade de qualquer Parte Indenizada; ressalvando-se, entretanto, que: - --

(1) No caso de a Arrendatária vir a negligenciar o pagamento de quaisquer prêmios devidos em conformidade com os termos do presente endosso e da apólice do mesmo, essa Parte Indenizada poderá, a seu critério, optar por dar continuidade a esse seguro e, contra apresentação, efetuar o pagamento do prêmio; e - --

(2) No caso de qualquer aumento aparente de riscos, a Arrendadora poderá, contra apresentação, pagar o prêmio desse aumento de risco se esta assim desejar esse seguro, e se o prêmio não for de outra maneira pago pela Arrendatária.

3. **Seguro Total de Sobressalentes**. A Arrendatária deverá contratar e manter, por todo o Prazo, determinado seguro total para peças sobressalentes, que ofereça cobertura aos Sobressalentes, em um valor que não deverá ser inferior ao valor total de reposição e oferecendo cobertura a todas as outras peças sobressalentes da Arrendatária, contra tais riscos conforme a Arrendadora venha a solicitar de forma razoável.

4. Resseguro.

4.1 Se o seguro exigido no presente estiver sujeito a resseguro, as apólices de resseguro deverão: - --

(i) Incorporar todas as disposições, acordos e compromissos do seguro original; - --

(ii) Dispor a respeito do pagamento a ser efetuado à ordem da Mutuante da Arrendadora, não obstante a qualquer falência, insolvência, liquidação ou dissolução da seguradora original e independentemente de a seguradora

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original ter efetuado qualquer pagamento em conformidade com os termos das apólices de seguro originais; - --

(iii) Conter cláusulas "*cut-through*" [endosso direto] satisfatórias, que disponham a respeito do pagamento direto, à ordem da Arrendadora. Adicionalmente, a Arrendatária deverá fazer com que as seguradoras originais cedam o benefício e os resultados do resseguro, no que diz respeito aos seguros de Fuselagem, Sobressalentes e Riscos de Guerra e, a esse respeito, celebrem uma cessão de resseguro em forma e teor satisfatórios à Arrendadora.

TODAS AS COBERTURAS DEVERÃO EXISTIR EM ÂMBITO MUNDIAL E A OPERAÇÃO DA AERONAVE ESTÁ SUJEITA, SOB TODOS OS ASPECTOS, À APROVAÇÃO DA ARRENDADORA E DE SUA MUTUANTE.

.-.-.-

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lhe, imediatamente, por escrito, e em qualquer circunstância, em prazo não inferior a 30 (trinta) dias (7 (sete) dias, ou tal período mais ou menos longo conforme possa ser periodicamente possível sua obtenção de forma habitual no setor, em caso de cobertura contra riscos de guerra e perigos associados) anteriormente a qualquer rescisão ou cancelamento (por qualquer razão, independentemente de sua natureza, incluindo, sem se constituir em limitação, o não pagamento de prêmios) desse seguro.

Atenciosamente, - --

[Em Branco].

.-.-.-

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CONSIDERANDO-SE QUE, os termos em letras maiúsculas, utilizados no presente, porém que não se encontrem aqui definidos, possuirão os respectivos significados a eles atribuídos no Contrato.

ENTÃO, POR CONSEGUINTE, em conformidade com o Contrato e de acordo com os benefícios e vantagens a serem extraídos do mesmo por parte da Arrendatária, e por outras compensações válidas, cuja suficiência é desde já reconhecida pela Avalista, a Avalista, pelo presente, tem justo e contratado com a Proprietária o seguinte: - --

1. Garantia.

(a) A Avalista, de forma incondicional e irrevogável, garante à Proprietária o devido e pontual cumprimento, por parte da Arrendatária, de todos os compromissos, acordos e obrigações da Arrendatária, de qualquer espécie, em conformidade com os termos do Contrato (denominadas doravante, no presente, simplesmente como as "Obrigações"). Essa garantia se constitui como uma garantia absoluta, incondicional e permanente, e, na extensão que esta tenha relação com uma obrigação de pagamento por parte da Arrendatária, se constitui como uma garantia de pagamento e não de cobrança. A presente Garantia, de forma alguma, se encontra condicionada a qualquer tentativa de cobrança da Arrendatária, ou a uma tentativa no sentido de constranger a Arrendatária a cumprir obrigações que não obrigações de pagamento, ou pertinentes a qualquer outro evento ou contingência. A responsabilidade da Avalista é a de um devedor principal e a Proprietária poderá instaurar processos contra a Avalista sem que instaure processos contra a Arrendatária, e sem realizar qualquer outra garantia ou tomar qualquer outra medida que a Proprietária possa estar autorizada a tomar. A presente Garantia consiste em uma garantia de todas as obrigações da Arrendatária, e deverá ser obrigatória e exeqüível contra a Avalista sem se considerar qualquer alteração no relacionamento da Avalista para com a Arrendatária, ou qualquer aditamento ou modificação a qualquer das obrigações da Arrendatária, em conformidade com as Obrigações, ou com a autenticidade, regularidade, validade ou exeqüibilidade das Obrigações ou de qualquer prazo das mesmas, ou ausência de poder ou autoridade de qualquer parte para celebrar as Obrigações.

(b) A presente Garantia permanecerá em pleno vigor e efeito até que as Obrigações tenham sido irrevogavelmente satisfeitas e pagas na íntegra à Proprietária. No caso de qualquer pagamento que tenha sido efetuado antes da expiração da presente Garantia, por parte da Arrendatária, à Proprietária, vir a ser posteriormente rescindido ou declarado nulo em virtude de qualquer lei, a presente Garantia deverá ser restituída em pleno vigor e efeito, e a

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responsabilidade da Avalista, em conformidade com os termos do presente, deverá ser calculada como se essas importâncias em dinheiro nunca tivessem sido pagas à Proprietária.

(c) A Avalista deverá pagar todos os custos e despesas cabíveis (incluindo, sem se constituir em limitação, honorários e despesas advocatícios cabíveis) incorridos pela Proprietária com relação à execução das obrigações da Arrendatária, em conformidade com as Obrigações, na extensão que esses custos e despesas não sejam pagos pela Arrendatária, ou de outra maneira, e com relação à execução das Obrigações da Avalista, em conformidade com os termos da presente Garantia.

2. Obrigações de Avalista Absoluta, etc. As Obrigações da Avalista, em conformidade com os termos do presente, serão absolutas e incondicionais, e não estarão sujeitas a qualquer reconvenção, compensação, dedução, abatimento ou justificativa, com base em qualquer reivindicação que a Avalista ou a Arrendatária possa ter contra a Proprietária ou contra qualquer coligada da mesma, e deverá permanecer em pleno vigor e efeito sem se considerar, assim como não deverá ser quitada, descartada ou de qualquer modo afetada, por qualquer circunstância ou condição (independentemente de a Avalista ter qualquer conhecimento ou notícia do mesmo), incluindo, sem se constituir em limitação, qualquer ato, por parte da Proprietária, praticado sem o consentimento da Avalista, sem notificação à Avalista e sem afetar ou prejudicar as obrigações da Avalista, em conformidade com os termos do presente, no sentido de praticar qualquer dos seguintes atos: - --

(a) renovar, prorrogar, modificar, quitar ou descartar qualquer das Obrigações ou quaisquer obrigações de outros avalistas (se houver) ou de qualquer outra parte, em qualquer época, que seja responsável, de forma direta ou contingente, pelo pagamento de qualquer das referidas Obrigações; (b) aceitar pagamentos parciais relativos às referidas Obrigações; (c) pagar, quitar (por força de lei ou de outra maneira), compor, transigir, cobrar ou liquidar qualquer das referidas Obrigações, bem como a garantia relacionada às mesmas, de qualquer maneira; (d) consentir com a transferência de garantia, obter e manter fianças ou garantias adicionais em relação às referidas Obrigações e aditar, permutar, quitar ou renunciar qualquer fiança ou garantia; ou (e) fazer lances e comprar em qualquer venda de papéis ou títulos de dívida, e solicitar qualquer título de dívida e fornecer instruções quanto à ordem e maneira da venda, em conformidade com a lei. A Avalista ainda concorda, expressamente, em cumprir qualquer laudo expedido por um árbitro ou por um painel arbitral ou corte, em conformidade com os termos do Contrato.

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As obrigações incondicionais da Avalista, estipuladas no presente, constituem a obrigação total de recursos da Avalista, exeqüível contra a Avalista, na extensão completa de todos os seus ativos e propriedades.

3. Renúncia. No que diz respeito às obrigações incondicionais da Avalista, em conformidade com os termos da presente Garantia, a Avalista renuncia, de forma incondicional, na extensão permitida pela lei, pelo estado de direito ou de outra maneira: (a) a todas as notificações que possam ser necessárias para preservar quaisquer direitos contra a Avalista, em conformidade com os termos do presente, incluindo, sem se constituir em limitação, qualquer demanda, protesto, processo de notificação pelo não pagamento de todos os montantes, incluindo indenizações por danos, passíveis de pagamento em conformidade com o Contrato ou com qualquer notificação de qualquer falha por parte da Arrendatária em executar ou cumprir com qualquer compromisso, termo ou obrigação, em conformidade com os termos do Contrato; (b) a qualquer exigência relativa à execução, asserção ou exercício de qualquer direito, remédio, poder ou privilégio em conformidade ou no que diz respeito às Obrigações; (c) a qualquer exigência de diligência; (d) a qualquer exigência no sentido de que a Arrendatária se una como uma parte em quaisquer procedimentos judiciais que tenham como objetivo fazer valer qualquer disposição da presente Garantia; (e) ao aceite da presente Garantia por parte da Proprietária, ou a qualquer notificação no que se refere à intenção de tomar a mesma como base; (f) a qualquer direito ao qual possa estar autorizada, no sentido de que os ativos da Arrendatária sejam primeiramente utilizados ou exauridos para a satisfação das Obrigações; e (g) a qualquer acordo no sentido de a Arrendatária ser processada, e de todas as reivindicações contra a Arrendatária serem concluídas ou adjudicadas antes de uma ação ou procedimento judicial ser instaurada contra a Avalista.

4. Garantias Adicionais. A Avalista concorda, às suas expensas, em imediata e devidamente assinar e entregar à Proprietária tais outros documentos e garantias, bem como a tomar tais outras medidas conforme a Proprietária possa, de tempos em tempos, vir a solicitar, de forma razoável, com o intuito de levar a cabo, de forma mais eficaz, a intenção e o propósito da presente Garantia, e de determinar e proteger os direitos e remédios criados ou que se pretenda criar em favor da Proprietária.

5. Direitos de Negociação com a Arrendatária. Em qualquer época e de tempos em tempos, sem extinguir, afetar ou prejudicar a validade da presente Garantia ou das obrigações da Avalista em conformidade com os termos do presente, a Proprietária poderá negociar com a Arrendatária, da mesma maneira e tão plenamente como se esta Garantia não existisse, bem como

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estará autorizada, entre outras coisas, a conceder à Arrendatária tal prorrogação, ou tais prorrogações de prazo para o cumprimento, ou a renunciar a qualquer obrigação de cumprimento por parte da Arrendatária, em relação a qualquer ato ou atos, conforme possa ser considerado recomendável por parte da Proprietária; ressalvando-se, entretanto, que nenhuma dessas renúncias ou prorrogações, a qualquer título, deverá limitar ou de outra maneira afetar qualquer dos direitos da Proprietária no que diz respeito às obrigações da Avalista, em conformidade com os termos do presente.

6. Declarações e Garantias. A Avalista, pelo presente, declara e garante o seguinte: - --

(a) A assinatura e entrega da presente Garantia, e o cumprimento das obrigações da Avalista em conformidade com os termos do presente, e a consumação das transações contempladas pelo presente, foram devidamente autorizadas por meio de ato societário, e não resultam, nem resultarão, em qualquer violação, ou constituem ou constituirão qualquer inadimplência, ou resultam ou resultarão na criação ou imposição de qualquer direito de retenção de qualquer espécie, independentemente de sua natureza, a qualquer propriedade ou ativos da Avalista, necessitam ou necessitarão de qualquer aprovação ou autorização, registro ou arquivamento, ou notificação a qualquer Pessoa, em conformidade com os termos de qualquer lei ou qualquer sentença, ordem, mandado judicial, medida cautelar, decreto, norma ou regulamentação de qualquer tribunal ou ministério, comissão, junta, central, agência ou repartição do governo, nacional ou estrangeira, ou qualquer contrato de arrendamento, contrato de venda parcelada, contrato multilateral, hipoteca, escritura de fideicomisso, contrato de mútuo, comprovante de endividamento, ou outro contrato ou instrumento no qual a Avalista se constitua como uma parte, ou pelo qual esta possa ser obrigada, ou ao qual qualquer de seus ativos possa estar sujeito, os quais produziriam um efeito substancialmente desfavorável sobre a atividade comercial ou sobre a condição financeira consolidada da Avalista, ou da capacidade da Avalista em cumprir com suas obrigações, ou consumar as transações contempladas pela presente Garantia.

(b) Não existem processos, investigações ou outros procedimentos judiciais pendentes ou, segundo o melhor conhecimento da Avalista, que se encontrem em iminência, cujo resultado poderia gerar, de forma razoável, uma expectativa, na época do presente, no sentido de produzir um efeito substancialmente desfavorável sobre sua condição financeira, ou sobre sua

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capacidade de cumprir com suas obrigações, ou de consumar as transações contempladas por sua Garantia.

7. Compromissos. A Avalista deverá fornecer à Proprietária demonstrações contábeis plenas (no que se refere a demonstrações anuais, no máximo 120 dias após o fechamento de cada exercício social da Avalista, e no que se refere a demonstrações trimestrais, o mais tardar 90 dias após o encerramento de cada exercício social), devidamente certificadas por auditores externos (somente as anuais) e cada uma, de forma compatível com os princípios contábeis geralmente aceitos, mediante solicitação por parte da Proprietária. A Proprietária concorda em manter a confidencialidade dessas demonstrações contábeis, a menos que sua divulgação seja obrigatória por lei ou por processo judicial, e a divulgação das mesmas poderá ser efetuada a tais contadores, advogados, ou outro pessoal da Proprietária que tenha necessidade desse conhecimento, e à mutuante da Proprietária, de tempos em tempos, sendo que a Proprietária concorda que deverá confirmar, mediante solicitação da Arrendatária, que cada um destes manterá essas informações igualmente confidenciais.

A Avalista concorda que não se fundirá ou será incorporada por qualquer outra pessoa jurídica, ou transmitirá, transferirá ou arrendará todos ou substancialmente todos os seus ativos, como um todo, a qualquer pessoa ou entidade, a menos, (i) que a pessoa jurídica constituída por essa fusão ou por quem a Avalista seja incorporada, ou a pessoa física ou jurídica que adquirir, por meio de transmissão, transferência ou arrendamento, todos ou substancialmente todos os ativos da sociedade, como um todo (denominada doravante, no presente, simplesmente como a "Sucessora"), seja um cidadão norte-americano [ou uma entidade de nacionalidade norte-americana]; (ii) a Sucessora assine e entregue à Proprietária, um contrato devidamente autorizado, válido, obrigatório e exeqüível, em forma e teor razoavelmente satisfatórios à Proprietária, incluindo uma assunção, por parte dessa sociedade ou pessoa sucessora, no que concerne ao devido e pontual cumprimento e observância de cada compromisso e condição da presente Garantia, no sentido de ser cumprida ou observada pela Avalista; (iii) imediatamente após se validar essa transação, e em conseqüência da validação dessa transação, nenhuma inadimplência ou violação, em conformidade com os termos da presente Garantia, deverá ter ocorrido e ter tido continuidade; (iv) o patrimônio líquido tangível da Sucessora (determinado em conformidade com os princípios contábeis geralmente aceitos) não deverá ser inferior ao patrimônio líquido tangível da Avalista, com base na entrega da Aeronave à Arrendatária, em conformidade com os

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termos do presente Arrendamento; e (vi) a Avalista deverá ter entregado à Proprietária um certificado assinado pelo Presidente ou por qualquer Vice-Presidente da Avalista, e um parecer do advogado, satisfatório à Proprietária, cada um declarando que essa fusão, incorporação, transferência ou arrendamento, e o acordo de assunção acima mencionado, estão em conformidade com a presente Seção, e que todas as condições suspensivas previstas no presente, relativas a essa transação, foram satisfeitas.

Por ocasião de qualquer fusão ou incorporação, ou de qualquer transmissão, transferência ou arrendamento de todos os substancialmente todos os ativos da Avalista, em conformidade com a presente Seção, a Sucessora deverá suceder, bem como ser substituída, e poderá exercer, todo o direito e poder, bem como será responsabilizada por todas as obrigações, na mesma extensão que a Avalista, em conformidade com os termos da presente Garantia, com o mesmo vigor que se essa Sucessora tivesse sido designada como Avalista no presente. Nenhuma dessas transmissões, transferências ou arrendamentos, de todos ou de substancialmente todos os ativos da Avalista, considerados como um todo, possuirão o efeito de isentar a Avalista, ou qualquer Sucessora que tenha se tornado como tal anteriormente na maneira prescrita na presente Seção, de sua responsabilidade no que diz respeito ao presente Arrendamento. Em virtude do acima mencionado, a capacidade da Avalista de conduzir uma oferta pública de seu capital acionário não fica restrita.

8. Notificações. Qualquer notificação, solicitação ou demanda será considerada como tendo sido definitivamente apresentada (i) quando corretamente enviada e recebida por uma parte por meio de transmissão por fac-símile ou telecopiadora (com confirmação escrita enviada por correio), (ii) quando entregue em mãos, por ocasião de seu envio e recebimento por meio de serviço de entrega expressa em 24 horas do tipo *courier*, endereçado a cada uma das partes, a seu endereço abaixo especificado (ou em tal outro endereço, como essa parte venha a especificar à outra parte do presente, por escrito): - --

Se à Proprietária, à: - --

Pacific Coast Group, Inc.
3291 N. Buffalo Dr.
Suite 8.
Las Vegas, NV 89129.
À Atenção de: Lawrence W. Olson.
Telefone: 702 256 8203.
Fac-símile: 702 256 7209.

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Se à Avalista, à: - --

[em branco].

9. Renúncia a Sub-rogação. A Avalista, pelo presente, renuncia, abandona e desiste de quaisquer direitos ou reivindicações que esta possa ter no momento ou vir a ter doravante no presente, com referência à contribuição, sub-rogação e/ou reembolso proveniente ou por parte da Proprietária, quer de forma direta ou indireta, sendo intenção do presente que a Avalista não venha, de modo algum, se tornar uma credora da Proprietária em virtude do pagamento de qualquer montante, em conformidade com os termos da presente Garantia.

10. Pagamentos. A Avalista deverá efetuar todos os pagamentos à Proprietária, em conformidade com os termos do presente instrumento, em dólares norte-americanos, na maneira prevista no Contrato. Sem se constituir em limitação à generalidade do acima mencionado, todos os pagamentos, em conformidade com os termos da presente Garantia, deverão estar livres e desembaraçados, e sem dedução ou retenção na fonte, no que se refere a impostos (e, se a Avalista for considerada de forma a possuir um estabelecimento permanente, para fins de imposto de renda, em um outro país, ou em outros países, no que se refere a impostos de outro país ou de outros países), e se a Avalista for constrangida, pelo direito aplicável, a efetuar qualquer dessas deduções ou retenções, a Avalista pagará importâncias adicionais, de forma que após qualquer dedução ou retenção na fonte, os valores acordados sejam recebidos pelas partes autorizadas ao mesmo.

A especificação de dólares norte-americanos e do pagamento das Obrigações no local indicado de pagamento é essencial, e os dólares norte-americanos serão a moeda de prestação de contas, em todas as ocasiões. O pagamento das Obrigações da Avalista, em conformidade com os termos da presente Garantia, não deverá ser quitado por um valor pago em uma outra moeda ou em um outro local, quer em conformidade com uma sentença ou de outra maneira, na extensão que o valor assim pago, mediante conversão em dólares norte-americanos, e transferência de fundos imediatamente disponíveis ao local de pagamento indicado, de acordo com procedimentos bancários normais, não corresponda ao valor devido, em conformidade com os termos do presente, em dólares norte-americanos.

11. Direito Aplicável, Fórum, Jurisdição e Citação de Processo.

O presente Contrato foi assinado e entregue nos Estados Unidos da América, e deverá, sob todos os aspectos, ser interpretado em conformidade, e regido pelas leis do Estado de Nevada (à exclusão dos princípios de conflitos de leis

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do Estado de Nevada) aplicáveis a contratos celebrados e a serem cumpridos integralmente no âmbito desse estado dos Estados Unidos.

A Avalista, pelo presente, concorda, de forma irrevogável, que na extensão que esta, ou que qualquer de seus ativos, esteja investida, ou que possa vir a doravante adquirir, qualquer direito de imunidade, enquanto contra a Proprietária ou sua cessionária, ou seus respectivos sucessores e cessionários, quer esta seja caracterizada como uma imunidade soberana ou de outra maneira, de quaisquer procedimentos judiciais, independentemente se nos Estados Unidos da América, ou no Brasil, incluindo, sem se constituir em limitação, imunidades a citações de processo, imunidades de jurisdição ou de julgamento por qualquer corte ou tribunal, imunidade a partir da execução de uma sentença, e imunidade, por parte de qualquer de suas propriedades, no que se refere a seqüestro, antes de qualquer proferimento de sentença, ou de apreensão em auxílio à execução por ocasião de uma sentença, esta, desde já, renunciar, expressa e irrevogavelmente, a qualquer dessas imunidades. A Avalista concorda, de forma irrevogável, que qualquer processo, ação ou procedimento judicial decorrente ou relativo à presente Garantia ou ao Contrato, ou a qualquer das transações contempladas pelo presente, ou pelo mesmo, ou qualquer documento mencionado no presente ou no mesmo, poderá ser instaurado nos juízos de primeira instância, estaduais ou federais, no Estado de Nevada, e esta, pelo presente, renuncia, de forma irrevogável, na mais ampla extensão permitida por lei, qualquer objeção que esta possa ter no momento ou vir a ter doravante, no que concerne à escolha de foro de domicílio, ou à jurisdição, ou à conveniência de fórum de qualquer processo, ação, ou procedimento judicial, e se sujeita, de maneira irrevogável, geral e incondicionalmente, à jurisdição de qualquer desses tribunais, em qualquer desses processos, ações ou procedimentos judiciais. Uma sentença definitiva, desfavorável à Avalista ou à Proprietária, em qualquer processo, será conclusiva, e poderá ser executada em outras jurisdições por meio de processo sobre a sentença, sendo que uma cópia legalizada ou autenticada desta constituirá comprovação conclusiva do fato e do valor de qualquer endividamento ou responsabilidade por parte da Arrendatária ou da Proprietária, conforme possa ser o caso, descrito na mesma; ressalvando-se sempre que a autora poderá, a seu critério, impetrar um processo ou instaurar um procedimento judicial contra a Avalista ou a Proprietária, conforme possa ser o caso, ou contra qualquer de seus ativos, nos tribunais de qualquer país ou de qualquer local em que a Avalista ou a Arrendadora, conforme possa ser o caso, ou tais ativos, possam se encontrar.

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Em qualquer ação ou procedimento judicial relativo à presente Garantia ou ao Contrato, pelo presente, de forma irrevogável e incondicional, às expensas da Avalista, é nomeada a The Corporation Trust Company do Estado de Nevada (denominada doravante, no presente, simplesmente como o "Agente para Notificações de Processos da Avalista"), situada na 6100 Neil Road, Suite 500, Reno, Nevada, como seu agente para receber, em nome da Avalista e de seus bens, a entrega formal, por meio de correspondência registrada ou com aval de recebimento, sendo solicitado o protocolo comprovante de recebimento, ao endereço desse Agente para Notificações de Processo da Avalista, de cópias de citações e queixas, em qualquer Tribunal, ou outros procedimentos, e, se por qualquer razão, esse Agente para Notificações de Processos da Avalista (ou qualquer Agente para Notificações de Processos da Avalista sucessor) for incapaz de atuar como tal, este deverá notificar, imediatamente, à Proprietária, e, dentro do prazo de trinta dias, deverá ser nomeado um Agente para Notificações de Processo da Avalista sucessor na Cidade de Reno, Estado de Nevada (Agente para Notificações de Processos da Avalista sucessor este que deverá aceitar essa nomeação, por escrito, de forma razoavelmente satisfatória à Proprietária, antes da extinção, por qualquer razão, da nomeação do Agente para Notificações de Processo da Avalista, que o anteceda). Em qualquer ação ou procedimento judicial, a Avalista concorda que essa entrega formal possa ser efetuada à Avalista, por meio da entrega, por correspondência registrada ou com aval de recebimento, com protocolo comprovante de recebimento, de uma cópia desse processo à Avalista, aos cuidados do Agente para Notificações de Processo da Avalista nomeado, ao endereço desse Agente para Notificações de Processo da Avalista. A Avalista, pelo presente, igualmente autoriza e instrui, de forma irrevogável e incondicional, a esse Agente para Notificações de Processo da Avalista, aceitar essa entrega formal em seu nome. A Avalista, pelo presente, renuncia, de forma incondicional a entrega formal de citações pessoalmente, e renuncia ao direito de julgamento pelo tribunal do júri em qualquer ação judicial, em conformidade com os termos da presente Garantia.

12. Disposições Diversas. Se, qualquer termo de sua Garantia, ou qualquer aplicação da mesma, for inválido ou inexeqüível, o restante de sua Garantia e qualquer outra aplicação desse termo não deverá ser afetado pelo mesmo. A Avalista será obrigada a efetuar o pagamento das importâncias devidas, conforme possam ser especificadas em uma notificação emitida pela Proprietária, endereçada à Avalista, e esse pagamento deverá ser efetuado dentro do prazo de 05 (cinco) Dias Úteis subseqüentemente ao mesmo, sem qualquer objeção ou atraso. Qualquer importância assim especificada em uma notificação e assinada pela Proprietária, constituirá prova incontroversa,

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enquanto entre a Avalista e a Proprietária, do vencimento da mesma e a Avalista renuncia a todos os direitos de questionar ou efetuar altercações no que concerne à importância. A Avalista não deverá ceder ou transferir qualquer de suas obrigações, em conformidade com os termos do presente, sem o consentimento e a aprovação escritas da Proprietária. A Proprietária poderá ceder, transferir e transmitir sua Garantia sem o consentimento da Avalista, em conseqüência do que, essa cessão, transferência ou transmissão, a esse cessionário ou transferido, será investida de todos os direitos e benefício da Proprietária, em conformidade com os termos do presente. A Avalista reconhece e consente, para a cessão de sua Garantia à mutuante da Proprietária como garantia. Os termos de sua Garantia não deverão ser renunciados, alterados ou modificados, aditados ou rescindidos, independentemente de sua natureza, a não ser por meio de instrumento escrito assinado pela Proprietária e pela Avalista. A presente Garantia será obrigatória à Avalista, à Proprietária, e a seus respectivos herdeiros, sucessores e cessionários. A presente Garantia permanecerá em pleno vigor e efeito e será obrigatória à Avalista e a seus herdeiros, sucessores e cessionários, até o pagamento, na íntegra, e o cumprimento, de todas as obrigações da Arrendatária, garantidas pelo presente.

O RESTANTE DESTA PÁGINA FOI INTENCIONALMENTE DEIXADO EM BRANCO.

A PRÓXIMA PÁGINA É A PÁGINA DE ASSINATURAS.

EM TESTEMUNHO DO QUE, a Avalista fez com que a presente Garantia fosse assinada e entregue no dia primeiramente escrito acima.

Avalista.

Assinado por: [Em Branco].

Nome impresso: [Em Branco].

Cargo: [Em Branco].

O instrumento acima mencionado foi pessoalmente reconhecido em minha presença, neste dia [em branco] de 2000, por [em branco], [em branco] da [em branco], na qualidade de Avalista.

Assinado por: [Em Branco].

Tabelião Público.

Minha nomeação expira: [Em Branco].

[A CORRETA ASSINATURA DO PRESENTE DEVERÁ SER PRESCRITA PELO ADVOGADO BRASILEIRO DA ARRENDADORA.]

-.-.-.

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- APÊNDICE A -

- DEFINIÇÕES -

CONTRATO DE ARRENDAMENTO OPERACIONAL (AERONAVE 22053).

As definições expressas no presente aplicar-se-ão tanto às formas singulares quanto plurais dos termos definidos.

"Motor Alternativo Aceitável" significa um motor Pratt & Whitney Modelo JT8D-15 ou um motor do mesmo fabricante, ou um modelo similar ou aperfeiçoado, com o mesmo ou com um status contendo modificações aperfeiçoadas, em qualquer circunstância, com valor e utilidade equivalente ou maior e adequado para instalação e utilização na Estrutura da Aeronave; ressalvando-se que esse motor deverá ser do mesmo modelo e fabricante que o outro motor instalado na Estrutura da Aeronave.

"Certificado Aceitável" significa o certificado de aceite em relação à Aeronave, substancialmente na forma do Documento C anexo ao Arrendamento, assinado pela Arrendatária e pela Arrendadora na Data da Entrega.

"Beneficiários Adicionais" significa cada uma das Partes Indenizadas, juntamente com cada uma de suas respectivas Coligadas, sucessores e cessionários autorizados, e cada um de seus respectivos diretores, conselheiros, agentes e funcionários e "Beneficiário Adicional" significa qualquer um dos acima mencionados.

"Coligada" de qualquer Pessoa significa qualquer outra Pessoa que direta ou indiretamente controle, seja controlada ou esteja sob controle comum com essa Pessoa. Para as finalidades da presente definição, "controle", quando utilizado no que diz respeito a qualquer Pessoa especificada, significa o poder, de forma geral, de conduzir a administração e as políticas dessa Pessoa, direta ou indiretamente, quer pela detenção de títulos mobiliários com direito a voto, por contrato ou de outra maneira, e os termos "que controle" e "controlada" possuirão significados correlatos ao acima mencionado.

"Aeronave" significa a Estrutura da Aeronave, juntamente com os 03 (três) Motores e quaisquer Sobressalentes (constituídos de qualquer Motor Sobressalente, Peças Sobressalentes e Ferramental) conforme possa ser o caso, por meio do aditamento ou outro suplemento ao presente Arrendamento, arrendada à Arrendatária em conformidade com os termos do presente Arrendamento.

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"Documentos da Aeronave" significa, conforme aplicável, os registros, diários de bordo, dados, manuais e documentos relacionados no Anexo 4 do Certificado de Aceite, e aqueles listados no Documento D, apenso ao presente Arrendamento, conforme devam ser devolvidos à Arrendadora por parte da Arrendatária, e conforme aplicáveis às obrigações da Arrendatária no decorrer do Prazo, ao direito e detenção proprietária por parte da Arrendadora, no que se refere aos mesmos, e às obrigações da Arrendatária no que concerne à devolução, esse termo significará ainda os documentos mencionados na Seção 5(b) do Arrendamento, quer assim declarados ou não.

"Estrutura da Aeronave" significa (i) a aeronave Boeing 1980, Modelo 727-243F contendo número de série do fabricante 22053 (com exceção dos Motores ou motores que sejam periodicamente instalados na mesma) arrendada em conformidade com os termos do Arrendamento, pela Arrendadora, à Arrendatária, de acordo com o Suplemento de Arrendamento Inicial; e (ii) todas e quaisquer Peças, na proporção que as mesmas se encontrem incorporadas, instaladas ou afixadas a essa estrutura de aeronave, ou contanto que o título de propriedade das mesmas permaneça investido à Arrendadora, em conformidade com os termos do Arrendamento, após sua remoção da Estrutura da Aeronave.

"Diretiva de Aeronavegabilidade" significa qualquer diretiva de aeronavegabilidade ou qualquer outra regulamentação, diretiva ou instrução, obrigatória ou recomendada, incluindo alterações obrigatórias ou recomendadas pelos fabricantes, notificações e/ou boletins de serviços ou diretivas de aeronavegabilidade, regulamentações obrigatórias ou recomendadas, diretivas ou instruções, ou mudanças na lei ou nas regulamentações, emitidas pelo fabricante, pela Autoridade de Registro, pela FAA, e aquelas expedidas por qualquer agência ou autoridade governamental, asseverando a jurisdição com competência sobre a Aeronave ou sobre sua utilização, operação ou manutenção, as quais possam, de tempos em tempos, ser expedidas, e as quais tenham sua execução de outra maneira exigida, no que se refere a estruturas de aeronave ou motores do mesmo tipo que os da Estrutura da Aeronave ou dos Motores, visando atender as exigências do direito aplicável, relativas ao transporte público de passageiros e/ou cargas.

"Prestador de Serviços de Manutenção Aprovado" significa ou: (a) unidade de reparo e manutenção aprovada e autorizada pela FAA, nos Estados Unidos, idônea, em conformidade com as regulamentações da FAA, nos Estados Unidos; ou (b) a própria Arrendatária, ou (c) uma unidade de reparo

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e manutenção aprovada, antecipadamente, por escrito, pela Arrendadora, de tempos em tempos, no decorrer do Prazo.

"Taxa Básica" significa, no que diz respeito a qualquer importância em dólares sobre a qual se deva calcular juros, a taxa de juros aplicável a essa importância, de tempos em tempos, no curso do período de cálculo em questão, que se constitua na taxa oferecida, se houver, na página 3750 da tela da Telerate ["Teletaxa"] que exibe a taxa de juros LIBO definida em relação a Depósitos com duração de um mês, determinada às 11 horas da manhã de data que caia dois Dias Úteis antes do início do período em relação ao qual o cálculo é efetuado.

"Aluguel Básico" possui o significado especificado na Seção 3(b) do presente.

"Data de Aluguel Básico" significará o 22º dia civil de cada mês civil no decorrer do Prazo, e inclusive a data em que a Arrendatária deverá devolver a Aeronave à Arrendadora, em conformidade com os termos do presente Arrendamento.

"Brasil" significa a República Federativa do Brasil.

"Dia Útil" significa qualquer dia (outro que não um sábado ou domingo) em que as instituições bancárias na Cidade de Las Vegas, Estado de Nevada [EUA], e na Cidade de São Paulo, Brasil, estão autorizadas ou são obrigadas por lei, regulamentações ou ato administrativo a estarem abertas para a realização de negócios.

"Checagem C" significa uma Checagem "C", conforme esse termo é definido no Programa de Manutenção relativo à Aeronave.

"Código" significa o Código Tributário Federal Norte-Americano de 1986, conforme esteja atualmente em vigor, ou conforme venha a ser doravante aditado.

"Ciclo" significa o ciclo compreendido entre uma decolagem e uma aterrissagem da Aeronave.

"Checagem D" significa a Checagem "D", conforme esse termo é definido no Programa de Manutenção relativo à Aeronave.

"Inadimplência" significa qualquer evento ou condição que, com a apresentação de notificação, decorrer do tempo, ou ambos, passaria a se constituir como um Evento de Inadimplência.

"Data da Entrega" significa a data em que a Aeronave é arrendada pela Arrendadora, à Arrendatária, e aceita pela Arrendatária em conformidade com os termos do Arrendamento, conforme comprovada pelo Certificado de Aceite e pelo Suplemento de Arrendamento Inicial.

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"Horário da Entrega" significa o horário da entrega da Aeronave e dos Documentos da Aeronave, por parte da Arrendadora, à Arrendatária, na Data da Entrega, conforme especificado no Suplemento de Arrendamento Inicial.

"Dólares" e "Dólares Norte-Americanos" e "$" e "US$", individualmente, significam a moeda oficial dos Estados Unidos da América.

"Motor" significa (i) cada um dos 03 (três) motores Pratt & Whitney Modelo JT8D-15 listados pelos números de série do fabricante no Suplemento de Arrendamento Inicial, e instalados originariamente na Estrutura da Aeronave, independentemente de estarem ou não, de tempos em tempos, posteriormente instalados nessa Estrutura de Aeronave, ou se instalados em qualquer outra estrutura de aeronave, ou em qualquer outra aeronave; (ii) o Motor Sobressalente, se houver, (iii) qualquer Motor Alternativo Aceitável que possa, de tempos em tempos, ser substituído por um Motor arrendado em conformidade com os termos do Arrendamento; e (iv) todas e quaisquer Peças incorporadas, instaladas ou afixadas a esse Motor ou todas e quaisquer Peças removidas desse motor, na proporção que o título de propriedade das mesmas permaneça investido à Arrendadora, em conformidade com os termos da Seção 8 do Arrendamento, após remoção a partir do Motor (Peças estas que deverão incluir, contudo não deverão se limitar, os acessórios de motor, componentes de controle específicos para os motores Pratt & Whitney Modelo JT8D-15). Salvo conforme de outra maneira especificado em qualquer Documento Válido, em tal época conforme um Motor Alternativo Aceitável venha a ser dessa maneira substituído, o Motor substituído deixará de ser um Motor. O termo "Motores" significa ainda, com base em qualquer data de determinação, todos os Motores então arrendados em conformidade com o Arrendamento.

"Equipamentos" significará a Aeronave, a Estrutura da Aeronave e qualquer Motor e/ou qualquer Peça.

"Evento de Inadimplência" possui o significado especificado na Seção 14 do Arrendamento.

"Ocorrência de Sinistro" no que diz respeito à Aeronave, à Estrutura da Aeronave ou a qualquer Motor, significa qualquer dos seguintes eventos, no que diz respeito a essa propriedade: (i) a perda dessa propriedade ou de sua utilização em função da destruição ou avaria a essa propriedade que torne sua reparação antieconômica ou que torne essa propriedade permanentemente inadequada ao uso normal por qualquer razão, independentemente de sua natureza; (ii) qualquer avaria a essa propriedade que resulte em um pagamento de seguro no que diz respeito a essa propriedade, em bases de perda total ou perda total interpretativa ou

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conciliatória; (iii) (a) o roubo, seqüestro, desaparecimento dessa propriedade por um período que ultrapasse 05 dias consecutivos ou, se anterior, além da Data de Expiração do Arrendamento ou (b) o confisco, desapropriação ou seqüestro, ou requisição do título de propriedade ou para utilização dessa propriedade por parte de qualquer autoridade governamental ou pretendida autoridade governamental que tenha resultado na perda da posse dessa propriedade ou na perda do título de propriedade por parte da Arrendadora, conforme possa ser o caso, por um período que ultrapasse 05 dias consecutivos ou, se anterior, além da Data da Expiração do Arrendamento; (iv) qualquer "aterrissagem" da Aeronave, ou a incapacidade de operar a Aeronave, por um período de 30 dias ou mais ou, se anterior, além da Data da Expiração do Arrendamento, em função de atos por parte de qualquer órgão governamental; ou (v) a operação ou localização da Aeronave em qualquer área excluída de cobertura por parte de qualquer apólice de seguro em vigor no que diz respeito a essa propriedade. Uma Ocorrência de Sinistro no que diz respeito à Aeronave será considerada de forma a ter ocorrido se for verificada uma Ocorrência de Sinistro no que diz respeito à Estrutura da Aeronave.

"Despesas" significa todas e quaisquer responsabilidades, obrigações, prejuízos, avarias, multas, reivindicações (incluindo, contudo sem se constituir em limitação, negligência, responsabilidade estrita ou absoluta, responsabilidade por atos ilícitos e responsabilidades decorrentes da violação de leis ou exigências regulamentares de qualquer espécie), ações, processos, custos de desembolso, despesas e desembolsos (incluindo honorários advocatícios cabíveis e todos os custos e despesas relativos a aditamentos, suplementos, renúncias e consentimentos, e ao amparo dos Documentos Válidos).

"FAA" significa a Administração de Aviação Federal dos Estados Unidos ["Federal Aviation Administration"] e incluindo todas as outras agências do governo dos Estados Unidos que tenham autoridade sobre a aeronavegação, registro, operação e normas de utilização relativas a aeronaves civis registradas nos Estados Unidos.

"FAR" significa as Regulamentações da Aviação Federal dos Estados Unidos ["Federal Aviation Regulations"].

"Inspeção Final" possui o significado especificado no parágrafo 13 do Documento E apenso ao Arrendamento.

"Avalista" significa tanto a Transportadora Sulista S.A., sociedade constituída no Brasil, Alfredo Meister Neto, pessoa física e cidadão brasileiro, quanto

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Amadeu Bruning, pessoa física e cidadão brasileiro, sendo que cada um deverá assinar e entregar uma Garantia.

"Garantia" significa o acordo de garantia incondicional assinado e entregue por cada Avalista, na forma do Documento G apenso ao Arrendamento.

"Hora" significa cada período de 60 minutos ou parte do mesmo que ocorre no decorrer de cada Ciclo.

"Partes Indenizadas" significa cada um entre a Arrendadora, a Mutuante da Arrendadora, a Stambaugh Aviation Incorporated, a LAL Aircraft Leasing Projekt Nr. 6 GmbH, a Lufthansa Cargo AG, a Lufthansa Cargo India Ltd. e qualquer de suas respectivas Coligadas, sucessoras, cessionários, agentes, servidores, conselheiros, diretores e funcionários de cada um dos acima mencionados, e "Parte Indenizada" significa qualquer dos acima mencionados.

"Suplemento de Arrendamento Inicial" significa o Suplemento de Arrendamento de Número 1, substancialmente na forma do Documento A anexo ao Arrendamento, a ser celebrado entre a Arrendadora e a Arrendatária, na Data da Entrega, com o propósito de arrendar a Aeronave e os Documentos da Aeronave, em conformidade e de acordo com os termos do Arrendamento.

"Seguros" possuirá o significado especificado na Seção 11(a) do Arrendamento, e conforme o termo é mais bem descrito no Documento F do presente.

"Arrendamento" significa o Contrato de Arrendamento operacional (Aeronave 22053) datado com base na data declarada no Suplemento de Arrendamento, com base na data do Contrato de Arrendamento, celebrado entre a Arrendadora e a Arrendatária, incluindo todos os anexos, suplementos e documentos que fazem parte do mesmo, tudo conforme aditado, modificado ou suplementado de tempos em tempos, em conformidade com as disposições aplicáveis do mesmo.

"Data de Expiração do Arrendamento" significa a data de expiração do presente Arrendamento, que deverá ser o dia do mês que corresponde ao 60º (sexagésimo) aniversário mensal da Data da Entrega imediatamente subseqüente à Data da Entrega. Essa data deverá ser especificada no Suplemento de Arrendamento Inicial.

"Suplemento de Arrendamento" significa o Suplemento de Arrendamento Inicial e qualquer Suplemento de Arrendamento subseqüente celebrado em conformidade com os termos do Arrendamento.

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"Arrendatária" significa a Total Linhas Aéreas S.A., sociedade anônima devidamente constituída e existente em conformidade com os termos das leis do Brasil, e seus sucessores e cessionários autorizados.

"Documentos da Arrendatária" significa o Arrendamento, qualquer Suplemento de Arrendamento, o Certificado de Aceite, e quaisquer outros documentos assinados pela Arrendatária com relação às transações contempladas pelo Arrendamento.

"Arrendadora" significa a Pacific Coast Group, Inc., sociedade anônima devidamente constituída e existente em conformidade com os termos das leis do Estado de Nevada, EUA, juntamente com suas sucessoras e cessionárias.

"Documentos da Arrendadora" significa o Arrendamento, qualquer Suplemento de Arrendamento e quaisquer outros documentos assinados pela Arrendadora com relação às transações contempladas pelo Arrendamento.

"Direitos de Retenção da Arrendadora" significa qualquer Direito de Retenção ou alienação de título que venha a ter sua origem em conseqüência de (i) reivindicações contra a Arrendadora não relacionadas às transações contempladas pelos Documentos Válidos, ou (ii) qualquer ato ou omissão da Arrendadora que não esteja relacionado às transações contempladas pelos Documentos Válidos, ou que constitua uma violação, por parte da Arrendadora, de qualquer dos termos dos Documentos Válidos.

"Mutuante da Arrendadora" significa uma instituição bancária ou outra instituição financeira identificada, de tempos em tempos, por parte da Arrendadora à Arrendatária, por meio de documento escrito separado, em favor da qual a Hipoteca é concedida pela Arrendadora, incluindo tal outro detentor de um direito real de garantia na Aeronave e/ou cessionário do presente Arrendamento (ou qualquer interesse na mesma), cujo direito real de garantia e/ou cessão seja adquirido em troca do financiamento disponibilizado à Arrendadora para adquirir a Aeronave ou para refinanciar a aquisição da Aeronave, por parte da Arrendadora.

"Direito de Retenção" significa qualquer hipoteca, penhor, direito de retenção, ônus, direito de detenção, direito de compensação, gravame, arrendamento, exercício de direitos, ou outro direito real de garantia de qualquer espécie, independentemente de sua natureza, e não importando a maneira pela qual foi criado (incluindo, sem se constituir em limitação, quaisquer contratos de venda condicional ou com outra reserva de domínio) ou reivindicação.

"Componente com Vida Útil Limitada" significa qualquer Peça (outra que não um Motor completo, trem de pouso completo, APU completa ou

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Estrutura de Aeronave completa) que tenha a vida útil medida em conformidade com as diretrizes e recomendações aplicáveis do fabricante, especificadas por horas, ciclos ou tempo corrido (aquele que for o fato mais limitativo).

"Programa de Manutenção" significa um programa de manutenção (e todos os aditamentos ao mesmo) relacionado à Aeronave, aprovado pela Autoridade de Registro e pela Arrendadora, por escrito, programa este que, sob todos os aspectos substanciais, incorporará um programa de manutenção e inspeção para a Aeronave que esteja em conformidade com o programa de manutenção e inspeção do fabricante da Aeronave e o SRM (manual de reparo estrutural), incluindo, sem se constituir em limitação, um programa que compreenda a manutenção programada da Estrutura da Aeronave, dos Motores e das Peças, incluindo, contudo sem se constituir em limitação, a prestação de serviços de assistência técnica, realização de testes, manutenção preventiva, manutenção monitorada de condição, reparos, inspeções estruturas, checagens de sistemas, revisões, modificações aprovadas, boletins de serviços obrigatórios, ordens de engenharia, diretivas de aeronaveganilidade, controle de corrosão (CPCP), inspeções e tratamentos.

"Fabricante" significa a Boeing, no que diz respeito à Aeronave, considerada como um todo, e os respectivos fabricantes do Motor, e de todas as Peças.

"Hipoteca" significa qualquer escritura de hipoteca ou contrato de fiança, ou qualquer hipoteca de sucessor ou contrato de fiança de sucessor que ofereça cobertura à Aeronave, entre Arrendadora e Mutuante da Arrendadora.

"Outro Arrendamento" significa o contrato de arrendamento operacional celebrado entre a Arrendadora, em sua qualidade de arrendadora, e a Arrendatária, em sua qualidade de arrendatária, no que diz respeito a uma aeronave Boeing modelo 727-200, que contenha o número 22167 como sendo o número de série do fabricante.

"Documentos Válidos" significa cada um entre o Arrendamento, qualquer Suplemento de Arrendamento, o Certificado de Aceite, cada Garantia e quaisquer outros documentos, aditamentos ou instrumentos assinados com relação às transações contempladas pelo Arrendamento.

"Taxa de Atraso" signfica uma taxa anual equivalente a 10% sobre a Taxa Básica, contudo em nenhuma circunstância essa Taxa de Atraso deverá exceder essa taxa, conforme permitido pela lei aplicável.

"Peças" signfica todos os aparelhos, peças, instrumentos, objetos de vôo, guarnições, acessórios, mobílias e outros equipamentos, independentemente de sua natureza (outros que não Motores ou motores completos) que em

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qualquer época de determinação se encontrem incorporados, instalados ou afixados à Estrutura da Aeronave, ou a qualquer Motor, ou cujo título de propriedade permaneça investido à Arrendadora, em conformidade com a Seção 8 do Arrendamento. Salvo conforme de outra maneira especificado em qualquer Documento Válido, em tal época em que uma peça de reposição venha a substituir uma Peça, a Peça assim removida deixará de se constituir como uma Peça, em conformidade com os termos do presente.

"Direitos de Retenção Autorizados" significa qualquer Direito de Retenção do tipo descrito nas cláusulas (i) a (iv) da Seção 6 do Arrendamento.

"Pessoa" significa qualquer pessoa física, pessoa jurídica, associação de pessoas, *joint venture* [empreendimento em conta de participação], associação, sociedade por ações, instituição fiduciária, organização sem personalidade jurídica própria ou governo, ou qualquer agência ou subdivisão política do mesmo.

"Autoridade de Registro" significa o Departamento de Aviação Civil Brasileiro e o Registro Aeronáutico Brasileiro, com autoridade sobre o registro, operação e utilização de aeronaves civis no Brasil, e tais outras autoridades governamentais brasileiras periodicamente investidas do controle e supervisão das atividades de aviação civil e direito aeronáutico, ou que tenham jurisdição sobre o registro, a aeronavegabilidade, operação e outras questões relativas à Aeronave ou à aviação civil no Brasil.

"Aluguel" significa, coletivamente, o Aluguel Básico e o Aluguel Suplementar.

"Data de Devolução" significa a data de devolução da posse da Aeronave, dos Documentos da Aeronave, e de quaisquer outros documentos referidos na Seção 5(b) do Arrendamento, por parte da Arrendatária, à Arrendadora, no encerramento do Prazo, ou por ocasião da tomada de posse da mesma, por parte da Arrendadora, em conformidade com os termos da Seção 15 do Arrendamento, conforme essa data possa ser ajustada em conformidade com os termos dos Documentos Válidos.

"Local de Devolução" possui o significado especificado em relação ao mesmo na Seção 5 do Arrendamento.

"Depósito de Garantia" possui o significado especificado para o mesmo na Seção 3 do Arrendamento.

"Motor Sobressalente" significará determinado motor identificado por meio do número de série que este possa ter sido entregue, e arrendado à Arrendatária, em conformidade com os termos de um aditamento ou suplemento separados ao presente Arrendamento.

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"Peças Sobressalentes e Ferramental" significará aquelas determinadas peças sobressalentes da aeronave e ferramental conforme possam ser entregues e arrendadas à Arrendatária, em conformidade com os termos de um aditamento ou suplemento ao presente Arrendamento, em separado.

"Sobressalentes" significará o Motor Sobressalente, as Peças Sobressalentes e o Ferramental, quando referidos coletivamente.

"Valor Estipulado do Sinistro" significa US$ 7.000.000,00, em todo o Prazo.

"Aluguel Suplementar" significa todos os valores, responsabilidades e operações (outras que não o Aluguel Básico) o qual a Arrendatária concorda em pagar em conformidade com os termos do Arrendamento, de acordo com qualquer outro Documento Válido à Arrendadora, ou outros. As partes reconhecem que o Aluguel Suplementar se constitui como uma categoria geral, e, por essa razão, concordam que qualquer disposição de qualquer Documento Válido, que requeira o pagamento do Aluguel Suplementar, e ainda solicite pelo pagamento de itens específicos, os quais sejam passíveis de inclusão no Aluguel Suplementar, e não será interpretada de forma a exigir qualquer pagamento duplo.

"Impostos" significa todos e quaisquer emolumentos (incluindo, sem se constituir em limitação, taxas de licença, de documento e registro), taxas (incluindo, sem se constituir em limitação, impostos sobre a renda, receita bruta, vendas, locação, de utilização, sobre a rotatividade, valor agregado, sobre a propriedade (corpórea e incorpórea), sobre o consumo, encargos de franquia, impostos sobre o capital, sobre a prática comercial e direitos de selo), licenças, tributos, impostos, direitos, encargos ou taxas de registro, encargos, tributações ou retenções na fonte, independentemente de qual seja a sua natureza, juntamente com quaisquer cobranças de impostos, penalidades, multas, acréscimos a impostos e juros sobre os mesmos (passando a ser denominados doravante, no presente, quando referidos individualmente, simplesmente como um "Imposto").

"Prazo" possui o significado estipulado na Seção 3 do Arrendamento, e constituirá o Prazo Básico.

"Transação" significa todas as transações e atividades conferidas ou contempladas pelo Arrendamento.

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NADA MAIS CONSTA.
CONFERI, ACHEI CONFORME E DOU FÉ,
em 26 de Outubro de 2000.

21º

FANI MEDEIROS
Tradutor Público Juramentado

21º TABELIÃO DE NOTAS
Reconheco por SEMELHANCA a(s) Firma(s) de: FANI MEDEIROS
Sao Paulo, 26/10/2000 Em testemunho da verdade
AIRTON MARINOV - Escrevente
Valor R$ 1,69 - VALIDO SOMENTE COM SELO DE AUTENTICIDADE
SÃO PAULO

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Sandra Regina Mattos Rudzit

TRADUTORA PÚBLICA
DENAF 2809

Eu, Sandra Regina Mattos Rudzit, tradutora pública, certifico e dou fé que me foi apresentado um documento, em idioma inglês, que passo a traduzir para o vernáculo no seguinte teor:

INSTRUMENTO DE ALTERAÇÃO Nº 4

O presente Instrumento de Alteração nº 4 é datado de 30 de junho de 2003 (este "Instrumento de Alteração nº 4") e é entre a Total Linhas Aéreas S.A., sociedade devidamente constituída segundo as leis brasileiras ("Arrendatária"), e a Pacific Coast Group, Inc., sociedade devidamente constituída segundo as leis do Estado de Nevada, EUA (juntamente com seus sucessores e cessionários, "Arrendadora").

CONSIDERANDO QUE a Arrendadora e a Arrendatária celebraram até esta data:

(a) o Contrato de Arrendamento Operacional (Aeronave 22053) datado de 23 de outubro de 2000, compreendendo uma aeronave Boeing Modelo 727-243F com o número de série do fabricante 22053 e prefixo brasileiro PT-MTQ, mais detalhadamente descrita no mesmo ("Aeronave 22053");

(b) o Contrato de Arrendamento Operacional (Aeronave 22167) datado de 14 de novembro de 2000, compreendendo uma aeronave Boeing Modelo 727-243F, com o número de série do fabricante 22167 e prefixo brasileiro PT-MTT, mais detalhadamente descrita no mesmo ("Aeronave 22167")

conjuntamente, conforme alterados até esta data, inclusive pelos seguintes documentos de alteração, os "Contratos de Arrendamento" e a Aeronave 22053 e a Aeronave 22167, a "Aeronave";

(c) Alteração nº 1 do Contrato de Arrendamento Operacional de Aeronave datado de 23 de outubro de 2000, alterando o Contrato de Arrendamento descrito em (a) acima (acrescentando as Peças de Reposição ao referido arrendamento);

(d) Carta-Contrato datada de 23 de outubro de 2000, alterando o Contrato de Arrendamento Operacional de Aeronave datado de 23 de outubro de 2000 (prevendo a aplicação do Depósito de Garantia segundo o Contrato de Arrendamento às Peças de Reposição);

(e) Instrumento de Alteração datado de 21 de março de 2001, alterando os Contratos de Arrendamento (prevendo a identificação de termos dos Contratos de Arrendamento aplicáveis às Peças de Reposição);

(f) Instrumento de Alteração nº 2 datado de 21 de março de 2001, alterando os Contratos de Arrendamento (prevendo as datas de pagamento de Aluguel Básico e Reservas de Manutenção);

(g) Alteração nº 3 datada de 25 de fevereiro de 2002, alterando os Contratos de Arrendamento (segundo os quais o Aluguel Básico de cada Aeronave e das Peças de Reposição foi reduzido, a Data de Término do Contrato de Arrendamento de cada Aeronave e das Peças de Reposição foi modificada, o Valor de Perda Estipulado de cada Aeronave foi reduzido numa base escalonada e os valores do Depósito de Garantia segundo os Contratos de Arrendamento foram reduzidos).

(h) Carta-Contrato datada de 14 de maio de 2002 (referente à substituição de um motor na Aeronave 22053);

CONSIDERANDO QUE a Arrendadora e a Arrendatária celebraram até esta data a Carta-Contrato datada de 2 de junho de 2003 que prevê outras alterações nos Contratos de Arrendamento e segundo a qual a Arrendadora e a Arrendatária fizeram acordos adicionais com relação à Aeronave e aos pagamentos atrasados nos termos dos Contratos de Arrendamento (a "Terceira Carta-Contrato");

CONSIDERANDO QUE, segundo a Terceira Carta-Contrato, a Arrendadora e a Arrendatária desejam especificar neste Instrumento de Alteração nº 4 seus outros acordos com relação à alteração dos Contratos de Arrendamento com vigência a partir e após a data indicada acima (a "Data de Vigência").

ISSO POSTO, por contraprestação firme e valiosa, cujo recebimento é neste ato reconhecido, a Arrendadora e a Arrendatária têm entre si justo e contratado o quanto segue:

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1. Todos os termos em letra maiúscula usados neste instrumento, mas não definidos de outra maneira neste instrumento, serão conforme definidos nos Contratos de Arrendamento.

2. Segundo a Terceira Carta-Contrato, a Arrendadora e a Arrendatária reconheceram que o Prazo de Duração de cada Contrato de Arrendamento (inclusive conforme alterados pelo Instrumento de Alteração nº 3 datado de 5 de fevereiro de 2002) será alterado para um total de 154 meses após a respectiva Data de Entrega de cada Aeronave segundo cada Contrato de Arrendamento. Segundo isso, as seguintes alterações nos Contratos de Arrendamento são neste ato avençadas pela Arrendadora e pela Arrendatária:

(a) A partir e após a Data de Vigência, a definição de "Data de Término do Contrato de Arrendamento" no Anexo A de cada um dos Contratos de Arrendamento é neste ato alterada e totalmente reformulada como segue:

"**Data de Término do Contrato de Arrendamento**" significa a data de término deste Contrato de Arrendamento, que será o dia do mês correspondente ao dia imediatamente anterior ao aniversário de 155 (cento e cinqüenta e cinco) meses da Data de Entrega imediatamente subseqüente à Data de Entrega."

(b) A partir e após a Data de Vigência, a Data de Término do Contrato de Arrendamento especificada no Complemento do Contrato de Arrendamento de cada Aeronave é neste ato alterada para 3 de setembro de 2013 para a Aeronave 22053 e para 6 de outubro de 2013 para a Aeronave 22167.

(c) A Data de Término do Contrato de Arrendamento para as Peças de Reposição será 6 de outubro de 2013.

3. Segundo a Terceira Carta-Contrato, a Arrendadora e a Arrendatária reconheceram que a partir e após a Data de Aluguel Básico de 22 de abril de 2003 segundo cada um dos Contratos de Arrendamento, (i) todos os pagamentos de Aluguel Básico durante o restante do Prazo de Duração de cada Contrato de Arrendamento serão efetuados mensalmente, antecipadamente, no 22º dia de cada mês com relação à parcela remanescente do Prazo de Duração de cada Contrato de Arrendamento, conforme alterado neste instrumento e (ii) o Aluguel Básico de cada Aeronave com relação ao restante do Prazo de Duração de cada Contrato de Arrendamento será modificado conforme especificado no Terceiro Instrumento de Alteração. Segundo isso, as seguintes alterações dos Contratos de Arrendamento são neste ato avençadas pela Arrendadora e pela Arrendatária:

(a) A partir e após a Data de Vigência, a Cláusula 3(b) de cada um dos Contratos de Arrendamento é alterada e totalmente reformulada como segue:

"**Aluguel Básico**. A Arrendatária pagará à Arrendadora aluguel básico ("Aluguel Básico") mensal e antecipadamente, em cada Data de Aluguel Básico (22º dia de cada mês civil) durante o Prazo de Duração, no valor de (i) US$62.000 para o período com início na Data de Aluguel Básico de 22 de abril de 2003 e término na (e incluindo) Data de Aluguel Básico de 22 de fevereiro de 2005, (ii) US$75.000 para o período com início na Data de Aluguel Básico de 22 de março de 2005 e término na (e incluindo) Data de Aluguel Básico de 22 de fevereiro de 2010, e (iii) US$55.000 para o período com início na Data de Aluguel Básico de 22 de março de 2010 até o restante do Prazo de Duração e até a data na qual a Aeronave for devolvida à Arrendadora segundo este Contrato de Arrendamento. Esse valor mensal será rateado relativamente a qualquer mês parcial com base em um mês de 30 dias."

4. Segundo a Terceira Carta-Contrato, a Arrendadora e a Arrendatária neste ato reconhecem que o Aluguel Básico das Peças de Reposição segundo cada um dos Contratos de Arrendamento é reduzido do valor fixo de US$44.000 por período de três meses para US$30.000 pelo mesmo período e pagável trimestral e antecipadamente, com início na Data de Aluguel Básico de 22 de fevereiro de 2003 com relação às Peças de Reposição.

5. Segundo a Terceira Carta-Contrato, a Arrendadora e a Arrendatária reconhecem que o Depósito de Garantia exigido nos termos dos Contratos de Arrendamento será reduzido para um total de

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US$372.000 entre os dois Contratos de Arrendamento. A diferença entre esse valor combinado dos Depósitos de Garantia para os dois Contratos de Arrendamento e o valor efetivo detido pela Arrendadora entre os dois Contratos de Arrendamento de US$800.000 será aplicada pela Arrendadora a valores vencidos nos termos dos Contratos de Arrendamento conforme disposto na Terceira Carta-Contrato.

6. Segundo a Terceira Carta-Contrato, a partir e após julho de 2002, a Arrendadora e a Arrendatária reconhecem que a Arrendatária poderá suspender o pagamento das Reservas de Manutenção pagáveis com relação a Verificações "C" (US$12.500 por mês) até após a realização da Verificação "C" programada seguinte que cair após a Data de Vigência. Após a realização da mesma, a taxa de Reserva de Manutenção seguinte para as Verificações "C" para o restante do Prazo de Duração será estabelecida pela Arrendadora com base nos custos efetivos da realização programada da referida Verificação "C" e a Arrendatária pagará novamente pelo restante do Prazo de Duração um valor de Reserva de Manutenção pelas Verificações "C" assim estabelecidas pela Arrendadora. Não obstante a suspensão de pagamento das Reservas de Manutenção relativas à Verificação "C" conforme especificado neste instrumento, a Arrendatária será responsável por todos os custos da realização da referida Verificação "C" seguinte que ultrapassarem as Reservas de Manutenção pagas pela Arrendatária antes da suspensão de pagamentos especificada nesta Cláusula 6.

7. Segundo a Terceira Carta-Contrato, a partir e após 1º de maio de 2003, a Arrendadora e a Arrendatária reconhecem que a Arrendatária poderá suspender o pagamento das Reservas de Manutenção pagáveis com relação a Verificações "D" (US$7.500 por mês) pelo restante do ano de 2003 (até 1º de janeiro de 2004). Após essa data, a taxa de Reserva de Manutenção seguinte para as Verificações "D" para o restante do Prazo de Duração será estabelecida de mútuo acordo entre a Arrendadora e a Arrendatária com base nos custos padronizados do setor (obtidos de um terceiro provedor de manutenção escolhido pela Arrendadora) e, com início no mês de fevereiro de 2004 (para funcionamento em janeiro de 2004), a Arrendatária pagará novamente pelo restante do Prazo de Duração um valor de Reserva de Manutenção pelas Verificações "D" programadas com base na taxa assim determinada. Não obstante a suspensão de pagamento das Reservas de Manutenção relativas à Verificação "D" conforme especificado neste instrumento, a Arrendatária será responsável por todos os custos da realização de Verificações "D" que ultrapassarem as Reservas de Manutenção pagas pela Arrendatária.

8. Segundo a Terceira Carta-Contrato, a partir e após 1º de maio de 2003 até o final do Prazo de Duração, a Arrendadora e a Arrendatária reconhecem que a Arrendatária poderá suspender o pagamento das Reservas de Manutenção pagáveis com relação a trens de pouso (US$10 por hora de vôo de Aeronave). Não obstante a suspensão de pagamento das Reservas de Manutenção relativas a trens de pouso conforme especificado neste instrumento, a Arrendatária será responsável por todos os custos de vistoria de trens de pouso que ultrapassarem as Reservas de Manutenção pagas pela Arrendatária.

9. A Arrendadora e a Arrendatária reconhecem que a Terceira Carta-Contrato contém outros acordos entre a Arrendadora e a Arrendatária que afetam a Aeronave e as Peças de Reposição, inclusive, entre outros, determinados acordos da Arrendadora de adiantar recursos financeiros para as obrigações de manutenção da Arrendatária nos termos dos Contratos de Arrendamento e condições de amortização pela Arrendatária. Não obstante esses acordos adicionais da Arrendadora, nenhum valor será pago ou adiantado pela Arrendadora segundo o Terceiro Instrumento de Alteração se, na ocasião desse pagamento, um Caso de Inadimplemento existir e persistir segundo os Contratos de Arrendamento.

10. A Arrendatária neste ato se obriga a entregar à Arrendadora, até 30 (trinta) dias a partir da Data de Vigência, comprovação considerada satisfatória pela Arrendadora da expedição de cada aprovação, licença e consentimento que possam ser exigidos com relação às alterações previstas neste Instrumento de Alteração nº 4 e na Terceira Carta-Contrato, inclusive, entre outros, (a) a devida alteração do Registro de Operações Financeiras – ROF e o respectivo Esquema de Pagamentos anteriormente expedido pelo Banco Central do Brasil para cada um dos Contratos de Arrendamento, (b) a devida

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alteração na Declaração de Importação e nos Comprovantes de Importação anteriormente expedidos pelas autoridades alfandegárias federais para cada uma das Aeronaves; (c) a aprovação deste Instrumento de Alteração nº 4 pela Comissão Coordenadora do Transporte Aéreo Civil – COTAC; e (d) comprovação do registro deste Instrumento de Alteração nº 4, juntamente com sua tradução juramentada para o português no Registro Aeronáutico Brasileiro ("RAB"). A Arrendatária se obriga ainda a entregar à Arrendadora, até 20 (vinte) dias após a Data de Vigência comprovação do registro deste Instrumento de Alteração nº 4, juntamente com sua tradução juramentada para o português, no devido Registro Público de Documentos.

11.Fica esclarecido neste ato que ao celebrar este Instrumento de Alteração do Contrato de Arrendamento nº 4 não é intenção das partes fazer uma novação das obrigações existentes nos termos do Contrato de Arrendamento. Assim sendo, este Instrumento de Alteração do Contrato de Arrendamento nº 4 não será interpretado ou considerado uma novação para os efeitos do Artigo 360 e seg. do Código Civil brasileiro.

12. Nem a Arrendatária nem a Arrendadora está sujeita ao Código de Proteção aos Consumidores brasileiro (Lei nº 8078 de 11 de setembro de 1990) com relação às suas obrigações nos termos do Contrato de Arrendamento, e a Arrendatária reconhece e concorda que suas obrigações nos termos deste instrumento não são leoninas nem abusivas.

13. A Arrendatária neste ato reconhece e confirma que o Aluguel Básico e todos os demais valores devidos pela Arrendatária nos termos deste instrumento foram amplamente negociados e discutidos de boa-fé com a Arrendadora e que os valores devidos pela Arrendatária à Arrendadora nos termos deste instrumento refletem os justos valores de mercado não sujeitos a controvérsia.

14. Salvo conforme previsto neste instrumento, os Contratos de Arrendamento e todas as suas disposições permanecerão em pleno vigor e efeito como o direito e as obrigações legais, válidas e vinculativas de cada qual da Arrendadora e da Arrendatária, exeqüíveis de acordo com seus respectivos termos.

EM TESTEMUNHO DO QUE, a Arrendadora e a Arrendatária providenciaram para que este Instrumento de Alteração nº 4 fosse devidamente assinado na data indicada acima.

TOTAL LINHAS AÉREAS S.A., Arrendatária

Por: (ass)

Nome:

Cargo:

PACIFIC COAST GROUP, INC., Arrendadora

Por: (ass)

Nome: Fernando R. de Almeida Prado

Cargo: Procurador

TRANSPORTADORA SULISTA S.A.

Por: (ass)

Cargo:

ALFREDO MEISTER NETO

(ass)

RG:

CÔNJUGE

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CÔNJUGE
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Testemunhas:

1. (ass)

Nome: Carla Roberta Lamberti Grillo

RG/SP: 19.981.730-3

2. (ass)

Nome: Maria do Rosário Perez Vilas

RG: 17.411.259

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Certifico que a presente cópia é idêntica ao original que me foi apresentado.Dou fé.
B.HORIZONTE MG 25 NOV. 2004
Antônio Daniel de Oliveira - Tabelião
Selo de Fiscalização BII 31298

Reconhecimento da assinatura de Fernando Ruiz de Almeida Prado, pelo 8º Cartório de Notas da Capital – SP, em 29 de julho de 2003.

Reconhecimento das assinaturas de Alfredo Meister Neto e Fernando Bruning pelo Tabelionato de Notas em Curitiba, Uberaba, em 24 de julho de 2003.

Reconhecimento das assinaturas de Alfredo Meister Neto, Amadeu Bruning e Regina Maria Caldona Bruning, pelo Tabelionato de Notas em Curitiba, Uberaba, em 24 de julho de 2003.

Reconhecimento das assinaturas de Carla Roberta Lamberti Grillo e Maria do Rosário Perez Vilas, pelo 8º Cartório de Notas da Capital – SP, em 29 de julho de 2003.

Selos de autenticação.

NADA MAIS. Li, conferi, achei conforme e dou fé desta tradução.

São Paulo, 7 de agosto de 2003

SANDRA REGINA MATTOS RUDZIT
Tradutora Pública

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FÁNI MEDEIROS, Tradutora Pública e Intérprete Comercial, certifica que a tradução fiel para o vernáculo de um documento redigido no idioma Inglês, que lhe foi apresentado, é do seguinte teor:

Aeronave MSN 22167

CONTRATO DE ARRENDAMENTO OPERACIONAL

(Aeronave 22167)

Datado de 14 de novembro de 2000

Entre

TOTAL LINHAS AÉREAS S.A.

na qualidade de Arrendatária

e

PACIFIC COAST GROUP, INC.

na qualidade de Arrendadora

UMA Aeronave BOEING MODELO 727-243F

NÚMERO DE SÉRIE 22167

-.-

ÍNDICE

[a ser inserido]

-.-

CONTRATO DE ARRENDAMENTO OPERACIONAL

(Aeronave 22167)

O presente Contrato de Arrendamento Operacional sem opção de compra (o "Arrendamento"), datado de 14 de novembro de 2000, é celebrado por e entre TOTAL LINHAS AÉREAS S.A., sociedade devidamente constituída ao amparo da legislação brasileira (a "Arrendatária"), com sede na Avenida Senador Salgado Filho, nº 5397, Curitiba, Paraná, Brasil, e PACIFIC COAST GROUP, INC., sociedade devidamente constituída ao amparo das leis do Estado de Nevada, EUA (coletivamente com suas sucessoras e cessionárias a "Arrendadora"), com sede em 3291 N. Buffalo Drive, Suite 8, Las Vegas, Nevada 89129.

PREÂMBULO:

Cláusula 1. - Definições. Salvo se o contexto exigir de outro modo e desde que o presente instrumento não os defina de outro modo, todos os termos utilizados em letras maiúsculas no presente terão os seus respectivos

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significados conforme atribuídos no Apêndice A ao presente, para todos os fins deste Arrendamento, e aplicar-se-ão tanto nas formas singulares quanto plurais dos termos aqui definidos.

Cláusula 2. Notificação da Data da Entrega: Aceite e Arrendamento da Aeronave; Condições.

(a) **Notificação da Data da Entrega**. A Arrendadora concorda em notificar a Arrendatária, por escrito, com antecedência mínima de três Dias Úteis da Data da Entrega programada da Aeronave, Data da Entrega programada esta que deverá cair em um Dia Útil até 30 de novembro de 2000.

(b) **Entrega, Aceite e Arrendamento da Aeronave**. Satisfeitas as condições que tem por prazo a Data da Entrega, ou antes da mesma, conforme contempladas na Cláusula 2(c) do presente, a Arrendadora desde já concorda em arrendar à Arrendatária, nos termos do presente, e a Arrendatária desde já concorda em tomar em arrendamento, na Data da Entrega, da Arrendadora, nos termos do presente, a Aeronave e os Documentos da Aeronave, conforme comprovado pela assinatura do Suplemento de Arrendamento Inicial, por parte da Arrendadora e da Arrendatária. A Arrendadora deverá entregar a Aeronave à Arrendatária, nos termos do presente Arrendamento, em Brunswick, Estado da Geórgia, EUA, e a Arrendatária deverá acusar o aceite de sua parte, no que se refere a essa entrega, por meio da entrega do Suplemento de Arrendamento Inicial anexo ao presente na forma do Documento A. A entrega desse Suplemento de Arrendamento Inicial constituirá o aceite irrevogável, por parte da Arrendatária, da Aeronave e dos Documentos da Aeronave, para todos os fins do presente Arrendamento, de que os representantes técnicos da Arrendatária inspecionaram a Aeronave e os Documentos da Aeronave apropriadamente, e que a Aeronave satisfaz todas as exigências de manutenção e outras disposições especificadas no presente Arrendamento. Outrossim, nesse horário de entrega a Arrendatária deverá entregar o Certificado de Aceite anexo ao presente, na forma do Documento C, assinado por um ou mais funcionários autorizados da Arrendatária. Após a entrega, a Aeronave ficará, sob todos os aspectos, por conta e risco exclusivos da Arrendatária, que arcará com todos os riscos de perda, roubo, avaria ou destruição à Aeronave, independentemente de qual seja sua causa.

A Arrendatária neste ato se compromete a não operar a Aeronave até que o Certificado de Registro de Aeronave e Nacionalidade, e que o Certificado de Aeronavegabilidade mencionados na Cláusula 2 (C) (xxx) sejam emitidos pelo Registro Aeronáutico Brasileiro, oferecendo comprovações, em relação à Arrendadora, como sendo proprietária e arrendadora, e comprovando a

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situação da Arrendatária, como operadora da Aeronave, tudo em forma e teor aceitáveis pela Arrendadora. A Arrendatária ainda se compromete a indenizar e a manter a Arrendadora isenta de prejuízos em relação a qualquer obrigação ou responsabilidade decorrente ou relacionada à Aeronave, ou da utilização ou operação da mesma, antes do registro do presente Arrendamento junto ao Registro Aeronáutico Brasileiro.

Não obstante, se a Arrendatária obtiver um Certificado Provisório de Registro e Aeronavegabilidade, expedido pelo Departamento de Aviação Civil Brasileiro, em conformidade com os termos da Cláusula 2 (C) (xxv) abaixo (certificado este que servirá de comprovante, à Arrendadora, em sua qualidade de proprietária e arrendadora da Aeronave, e à Arrendatária, em sua qualidade de operadora da mesma) anteriormente à emissão do Certificado de Registro e Nacionalidade definitivo, e do certificado de Aeronavegabilidade definitivo (coletivamente os "Certificados"), a Arrendatária ficará autorizada a operar a Aeronave pelo prazo de validade desse Certificado Provisório de Registro e Aeronavegabilidade, independentemente da emissão dos Certificados definitivos. A Arrendadora estará autorizada a tratar a utilização ou operação da Aeronave, antes da emissão desse Certificado Provisório de Registro e Aeronavegabilidade, como sendo um Evento de Inadimplência.

Se o prazo de validade desse Certificado Provisório de Registro e Aeronavegabilidade expirar e não for renovado, e se os Certificados definitivos não tiverem sido obtidos até a época da expiração do prazo de validade desse Certificado Provisório de Registro e Aeronavegabilidade, a Arrendatária será imediatamente obrigada a aterrissar a Aeronave e a não utilizá-la ou operá-la até que a Arrendatária obtenha os Certificados definitivos do Registro Aeronáutico Brasileiro; ficando a Arrendadora autorizada a tratar essa utilização ou operação como sendo um Evento de Inadimplência.

(c) **Condições Suspensivas às Obrigações da Arrendadora**. Fica acordado que a obrigação da Arrendadora em arrendar a Aeronave e os Documentos da Aeronave à Arrendatária está sujeita ao acordo de financiamento de longo prazo da Aeronave, por parte da Arrendadora, mediante os termos e condições que a Arrendadora venha, a seu critério, considerar satisfatórias, bem como fica sujeita à satisfação, por ocasião da Data da Entrega, das condições suspensivas abaixo estipuladas (**ressalvando-se, contudo**, que se qualquer das seguintes condições especificar, no que se refere à satisfação, uma data posterior à Data da Entrega, a satisfação deverá ser levada a efeito nessa data posterior, ou antes da mesma):

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(i) Os documentos que se seguem deverão ser devidamente autorizados, assinados (de acordo com todas as formalidades necessárias, conforme possam ser exigidas no Brasil e Estados Unidos) e deverão ser entregues pela respectiva parte, ou pelas respectivas partes dos mesmos, e deverão estar em pleno vigor e efeito:

(A) o presente Arrendamento;

(B) o Suplemento de Arrendamento Inicial (a ser entregue na Data da Entrega);

(C) o Certificado de Aceite (a ser entregue na Data da Entrega); e

(D) todos os contratos de Garantia, devidamente assinados por cada um dos Avalistas, juntamente com um parecer jurídico do país de residência da Avalista, especificando determinadas questões conforme a Arrendadora venha a solicitar.

(ii) A Arrendadora deverá ter recebido o que se segue, em cada um dos casos em forma e teor que lhe sejam razoavelmente satisfatórios:

(A) uma cópia do Programa de Manutenção da Arrendatária, legalizada no que se refere à sua autenticidade e precisão, com base na Data da Entrega, por parte do Secretário da Arrendatária; e

(B) uma cópia do estatuto social atualizado, dos documentos constitutivos, assim como uma cópia das deliberações gerais de autorização do conselho de administração (ou do comitê executivo) ou de outro comprovante de autorização razoavelmente satisfatório da Arrendatária e de cada Avalista, certificados, com base na Data da Entrega, pelo Secretário da Arrendatária, e de cada Avalista, que autorize a assinatura, entrega e o cumprimento, por parte da Arrendatária e de cada Avalista, de todos os Documentos Válidos nos quais cada um deles se constitua como uma parte, juntamente com tais outros documentos e comprovantes, no que diz respeito à Arrendatária e a cada Avalista, conforme a Arrendadora ou seu advogado possam solicitar, de forma razoável, com o intuito de determinar a consumação das transações contempladas pelo presente, a prática de todos os atos societários relacionados ao mesmo, e a satisfação às condições estipuladas no presente.

(iii) Todas as medidas apropriadas, que devam ter sido tomadas, antes da Data da Entrega, pela Autoridade de Registro e por qualquer agência, subdivisão ou repartição governamental ou política do Brasil ou Estados Unidos, com relação ao registro, junto à Autoridade de Registro, da propriedade da Aeronave, do presente Arrendamento, e do direito real de garantia da Mutuante da Arrendadora, em conformidade com os termos da Hipoteca (de forma que o registro da Aeronave, do Arrendamento e da

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Hipoteca, no Brasil, conforme contemplados pelo presente, seja contemplado contemporaneamente à entrega da Aeronave, em conformidade com os termos do presente) e de todas as outras transações contempladas pelo presente, deverão ter sido tomadas, e todas as ordens, alvarás, licenças, renúncias, autorizações, isenções e aprovações de tais entidades, que devam estar em vigor na Data da Entrega, com relação às transações contempladas pelo presente, deverão ter sido emitidas, e todas essas ordens, alvarás, licenças, renúncias, autorizações isenções e aprovações deverão estar em pleno vigor e feito na data do presente e na Data da Entrega (nenhuma dessas ordens, alvarás, licenças, renúncias, autorizações, isenções e aprovações, deverão ser expedidas em bases provisórias, em pendência a revisões adicionais por parte da entidade que exija que estas estejam em vigor, assim e essas ordens, alvarás, licenças, renúncias, autorizações, isenções e aprovações, deverão incluir o posicionamento junto à Autoridade de Registro, de todos os requisitos à obtenção de registro da Aeronave antes da entrega;

(iv) Na Data da Entrega, (A) as declarações e garantias da Arrendatária, contidas na Cláusula 4(b) do presente, deverão ser autênticas e precisas, como se efetuadas nessa e com base nessa data, salvo na extensão que essas declarações e garantias tenham relação exclusiva com uma data anterior (caso este em que tais declarações e garantias deverão ser autênticas e precisas nessa e com base nessa data anterior), (B) nenhum evento deverá ter ocorrido e permanecer existente, ou viria a resultar do arrendamento da Aeronave, que constitua (ou que, com o decorrer do tempo ou com a apresentação de notificação, ou ambos, viria a constituir) um Evento de Inadimplência, em conformidade com os termos do presente, e (C) não deverá ter ocorrido qualquer evento que pudesse afetar, de forma desfavorável, a atividade comercial ou a condição financeira da Arrendatária, em relação àquela existente em 30 de junho de 2000, ou a capacidade da Arrendatária de cumprir com suas obrigações em conformidade com os termos dos Documentos Válidos;

(v) A Arrendadora deverá ter recebido (A) na Data da Entrega, ou antes da mesma, determinados pareceres, endereçados à Arrendadora, por parte de seu advogado e do advogado do Mutuante da Arrendadora, nos Estados Unidos e no Brasil, no que diz respeito ao registro da Aeronave, ao Arrendamento e à Hipoteca, à execução do Arrendamento e aos contratos de Garantia, tributação, reintegração de posse, assim como abrangendo determinados outros assuntos, e sendo, em forma e teor, conforme cada um destes venha a exigir, a seu exclusivo critério;

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(vi) A Arrendadora deverá ter recebido comprovações, na Data da Entrega, ou antes da mesma, no sentido de que todos os pagamentos devidos à Arrendadora, em conformidade com os termos do presente Arrendamento e de todos os contratos de Garantia, não necessitarão de qualquer aprovação no que diz respeito a controle de câmbio, ou outra aprovação por parte do governo do Brasil, e no sentido de a Arrendatária estar autorizada a entregar todas as declarações e pagamentos devidos às autoridades fiscais no Brasil, bem como no sentido de pagar todos os impostos a serem deduzidos de qualquer pagamento, em conformidade com os termos do presente Arrendamento e de cada contrato de Garantia, incluindo, sem se constituir em limitação, qualquer imposto sobre o valor agregado, impostos de vendas, ou quaisquer impostos aplicáveis incluindo, sem se constituir em limitação, impostos sobre o Aluguel Básico (caso este em que a Arrendatária deverá pagar à Arrendadora, a cada mês, a quantia necessária ao pagamento dessas importâncias, diretamente às autoridades fiscais no Brasil);

(vii) A Arrendadora deverá ter recebido um certificado assinado pelo Presidente ou por qualquer Vice-Presidente da Arrendatária, certificando, no que se refere a assuntos relacionados a essa parte, especificados na cláusula (iv) acima, em forma satisfatória à Arrendadora;

(viii) A Arrendadora deverá ter recebido um relatório por parte de uma corretora de seguros independente, assim como certificados de seguro, em forma e teor satisfatórios à Arrendadora, no que se refere ao devido cumprimento dos termos contidos na Cláusula 11 e no Documento F, anexo ao presente, relativos a seguro, no que diz respeito à Aeronave;

(ix) Na Data da Entrega, nenhuma Ocorrência de Sinistro (ou evento que com o decorrer do tempo passaria a se constituir como uma Ocorrência de Sinistro) no que diz respeito à Aeronave ou a qualquer Motor, deverá ter se verificado;

(x) Na Data da Entrega, ou anteriormente à mesma, a Arrendadora deverá ter recebido comprovação satisfatória no sentido de que todos os impostos de importação, direitos aduaneiros ou outros direitos similares, no que diz respeito à Aeronave, tenham sido quitados, ou a isenção aplicável tenha sido obtida, incluindo, sem se constituir em limitação, a obtenção de uma Licença de Importação proveniente da Secretaria de Comércio Exterior, autorizando a importação da Aeronave em conformidade com os termos do regime especial de admissão temporária (denominado doravante, no presente, simplesmente como o "regime especial de admissão temporária");

(xi) a Arrendadora deverá ter recebido o Depósito de Garantia, o mais tardar quatro dias antes da Data da Entrega;

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(xii) Não deverá ter havido a instauração de qualquer ação ou processo judicial, nem qualquer ação governamental deverá ter estado em iminência, perante qualquer tribunal ou agência governamental dos Estados Unidos, Brasil, ou perante qualquer outro tribunal ou agência governamental estrangeira, nem qualquer ordem, sentença ou decreto deverão ter sido expedidos, proferidos ou promulgados, ou deverão ter tido sua expedição, proferimento ou promulgação propostos por qualquer tribunal ou agência governamental dos Estados Unidos, Brasil, ou perante qualquer outro tribunal ou agência governamental estrangeira, na época da Data da Entrega, no sentido de reservar, restringir, efetuar injunções ou impedir a conclusão e consumação do presente Arrendamento, ou das transações contempladas pelo presente e pelas mesmas;

(xiii) Não deverá ter ocorrido qualquer alteração posterior à data de assinatura e entrega do presente Arrendamento, na lei aplicável, ou em regulamentações expedidas ao amparo da mesma, ou nas interpretações destas por parte das autoridades normativas competentes, alteração esta que, segundo o parecer razoável da Arrendadora, faria com que a assinatura, entrega e o cumprimento, por parte da Arrendadora, de suas obrigações em conformidade com os termos do presente, ou de qualquer outro Documento Válido no qual esta seja uma parte, passasse a constituir uma violação de lei ou de regulamentações;

(xiv) Todos os procedimentos tomados, com relação às transações contempladas pelo presente, bem como por meio dos Documentos Válidos e de todos os documentos e papéis relativos ao presente e ao mesmo, deverão ser razoavelmente satisfatórios à Arrendadora e a seu advogado, e a Arrendadora e seu advogado deverão ter recebido cópias desses documentos e papéis, conforme a Arrendadora e seu advogado possam solicitar de forma razoável, com relação ao presente e ao mesmo, ou como base ao parecer de fechamento a ser expedido por esse advogado, tudo em forma e teor satisfatórios à Arrendadora e a seu advogado.

(xv) A Arrendatária deverá ter entregado à Arrendadora, uma Procuração, irrevogável na extensão permitida pela lei aplicável, em forma aceitável à Arrendadora, autorizando a Arrendadora ou essa outra pessoa, conforme a Arrendadora possa vir a especificar de tempo em tempo, a fazer qualquer coisa ou praticar qualquer ato, ou a dar qualquer consentimento ou aprovação, que possa ser obrigatório para a exportação da Aeronave, a partir do país da Autoridade de Registro, e obter o cancelamento de registro da Aeronave, por parte da Autoridade de Registro, por ocasião de qualquer rescisão do presente Arrendamento, firmada perante um Tabelião Público

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brasileiro, assim como comprovação do registro dessa procuração junto ao Registro de Títulos e Documentos;

(xvi) A Arrendatária deverá ter entregado à Arrendadora, uma carta autorizando a Arrendadora, de tempo em tempo, a efetuar consultas às autoridades de controle do tráfego aéreo no Brasil, com referência ao status da conta da Arrendatária, e no que se refere ao pagamento, de sua parte, na íntegra, de todas as taxas, devidas e passíveis de pagamento, a ela devidas;

(xvii) A Arrendatária deverá ter entregado comprovação razoavelmente satisfatória à Arrendadora, o sentido de que cada contrato de Garantia tenha sido registrado junto ao Registro Público de Títulos e Documentos;

(xviii) A Arrendatária deverá ter entregado comprovação razoavelmente satisfatória à Arrendadora, no sentido de que a Arrendatária e cada Avalista tenha nomeado um agente para citações de processo em Nevada, às suas respectivas expensas, em conformidade com os termos do presente Arrendamento e dos contratos de Garantia;

(xix) A Arrendatária deverá ter entregado um relatório contendo todos os litígios pendentes, conforme disposto na Cláusula 4 abaixo;

(xx) A Arrendatária deverá ter entregado uma cópia autenticada da aprovação da transação contemplada pelo presente Arrendamento, expedida pela Comissão para a Coordenação de Transporte Aéreo Civil (COTAC) do Brasil;

(xxi) A Arrendatária deverá ter entregado comprovações no sentido de as Autoridades Brasileiras de Receita Federal aplicáveis terem autorizado a admissão válida da Aeronave no Brasil, em conformidade com os termos do regime especial de admissão temporária;

(xxii) A Arrendatária deverá ter entregado cópias autenticadas, por meio de um executivo devidamente autorizado da Arrendatária, da licença de transporte aéreo da Arrendatária, dos certificados de operadora aérea, assim como de outras licenças, certificados e alvarás exigidos pela Autoridade de Registro e pela legislação brasileira, para a operação da Aeronave, para os fins previstos pelo presente Arrendamento;

(xxiii) A Arrendatária deverá ter fornecido à Arrendadora, uma cópia autenticada do Registro de Operações Financeiras ROF, expedido pelo Banco Central do Brasil, aprovando os termos e condições financeiras do presente Arrendamento, assim como designando, expressamente, cada Avalista, na qualidade de avalistas, em conformidade com os termos do presente Arrendamento;

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(xxiv) A Arrendatária deverá ter entregado à Arrendadora, comprovação da entrada do presente Arrendamento e da Hipoteca, juntamente com suas traduções juramentadas para o idioma português, para registro junto à Autoridade de Registro (Registro Aeronáutico Brasileiro), assim como para o registro do presente Arrendamento junto ao Registro Público de Títulos e Documentos competente, no Brasil;

(xxv) Na Data da Entrega, ou antes da mesma, a Arrendatária deverá ter entregado à Arrendadora, uma cópia devidamente autenticada do certificado Provisório de Registro e Aeronavegabilidade, expedido pela Autoridade de Registro (A) especificando a Arrendadora, em sua qualidade de arrendadora e proprietária da Aeronave, (B) observando os direitos de propriedade da Arrendadora e os direitos e interesses da Arrendadora e da Mutuante da Arrendadora, e (C) especificando a Arrendatária, em sua qualidade de arrendatária e operadora da Aeronave;

(xxvi) Por ocasião da entrada da Aeronave no âmbito do território brasileiro, a Arrendatária deverá entregar à Arrendadora uma cópia devidamente autenticada dos formulários de desembaraço alfandegário, e dos documentos expedidos pelo Departamento da Receita Federal no Brasil (denominado doravante, no presente, simplesmente como "Departamento da Receita Federal"), e uma cópia da Declaração de Importação, comprovando que a Aeronave entrou legalmente no Brasil, em conformidade com os termos do regime especial de admissão temporária, e que a Arrendatária efetuou, devidamente, os pagamentos de impostos de importação eventuais, devidos segundo esse regime especial de admissão temporária;

(xxvii) Dentro do prazo de 10 (dez) dias após a Data da Entrega, a Arrendatária deverá entregar uma cópia devidamente autenticada do Cronograma de Pagamentos expedido pelo Banco Central do Brasil, com relação à remessa, à Arrendadora, em Dólares, de todos os valores passíveis de pagamento, em conformidade com os termos do presente Arrendamento;

(xxviii) A Arrendatária deverá ter entregado, dentro do prazo de 10 (dez) dias subseqüentes à Data da Entrega, comprovações satisfatórias do registro do Certificado de Aceite e do Suplemento de Arrendamento Inicial (juntamente com as traduções juramentadas dos mesmos, para o idioma português), junto ao Registro de Títulos e Documentos no Brasil, e junto ao Registro Aeronáutico Brasileiro;

(xxix) A Arrendatária deverá ter entregado à Arrendadora, dentro do prazo de 10 (dez) dias após a Data da Entrega, um cópia oficial autenticada do Certificado de Importação que comprova o desembaraço alfandegário da Aeronave, por todo o prazo do Arrendamento.

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(xxx) A Arrendatária deverá ter entregado à Arrendadora, dentro do prazo de 10 (dez) dias após a Data da Entrega, uma cópia autenticada do Certificado de Registro e Nacionalidade, do Certificado de Aeronavegabilidade, e do "Certificado" expedido pelo Registro Aeronáutico Brasileiro, comprovando o registro pleno e incondicional do presente Arrendamento e da Hipoteca, junto ao mesmo.

A ARRENDATÁRIA DEVERÁ COOPERAR COM A ARRENDADORA, BEM COMO COM SEU ADVOGADO BRASILEIRO, NO SENTIDO DE ASSINAR E/OU ENTREGAR OS INSTRUMENTOS ACIMA MENCIONADOS, EM TAL ÉPOCA CONFORME POSSA SER RECOMENDADO PELO ADVOGADO BRASILEIRO DA ARRENDADORA, E A ARRENDATÁRIA DEVERÁ ENTREGAR TAIS DOCUMENTOS E INSTRUMENTOS ADICIONAIS, CONFORME POSSAM SER NECESSÁRIOS NO SENTIDO DE CONSUMAR, DE FORMA APROPRIADA, AS TRANSAÇÕES CONTEMPLADAS PELO PRESENTE ARRENDAMENTO, E PELA HIPOTECA DA MUTUANTE.

As condições especificadas na presente Cláusula 2 (c) são inseridas exclusivamente em benefício da Arrendadora, e poderão ser renunciadas ou diferidas, no todo ou em parte, e obedecendo ou não as condições estipuladas pela Arrendadora. Se, qualquer dessas condições, que devam ser satisfeitas na Data da Entrega ou antes da mesma, se encontrarem em aberto na Data da Entrega, e a Arrendadora (a seu absoluto critério), entretanto, concordar em entregar a Aeronave à Arrendatária, a Arrendatária deverá garantir que essas condições que se encontram em aberto, serão satisfeitas dentro de tal período de tempo conforme a Arrendadora venha a escolher, de forma razoável, e a Arrendadora ficará autorizada a tratar o não cumprimento, por parte da Arrendatária, dessas condições em aberto, dentro do período de tempo selecionado, como um Evento de Inadimplência. Qualquer condição que não tenha sua satisfação obrigatória na Data da Entrega, ou anteriormente à mesma, deverá ser satisfeita na data acima estipulada nessa condição, e a não satisfação de qualquer dessas condições, por parte da Arrendatária, até tal data posterior, constituirá um Evento de Inadimplência, em conformidade com os termos do presente.

Cláusula 3. Prazo e Aluguel, Depósito de Garantia.

(a) **Prazo**. O prazo do presente Arrendamento terá início na Data da Entrega, no Horário da Entrega, e se encerrará, na Data de Expiração do Arrendamento, no Horário da Entrega (sendo que esse período passa a ser denominado doravante, no presente, simplesmente como sendo o "Prazo Base"), a menos que prematuramente findo em conformidade com as

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disposições do presente. Para as finalidades do presente Arrendamento, o termo "Prazo" referir-se-á e significará o Prazo Base.

(b) **Aluguel Básico**. A Arrendatária deverá pagar à Arrendadora, o aluguel básico (denominado doravante, no presente, simplesmente como o "Aluguel Básico"), correspondente a US$ 125.000,00 por mês, a ser pago mensalmente, vencido, tendo início na primeira Data do Aluguel Básico que ocorra no mês civil imediatamente subseqüente ao mês que ocorrer a Data da Entrega (primeiro pagamento este que deverá corresponder a um Valor Básico de Locação calculado *pro rata diem* (com base em um mês de trinta dias), no que se refere ao período que tem seu início na Data da Entrega, e que se segue até a primeira Data do Aluguel Básico) e em cada Data do Aluguel Básico subseqüente, no decorrer do Prazo, e incluindo a data em que a Aeronave é devolvida à Arrendadora, em conformidade com os termos do presente Arrendamento, calculado *pro rata*, em relação a qualquer mês parcial. Contanto que não tenha havido ocorrido qualquer Inadimplência ou Evento de Inadimplência em conformidade com os termos do presente Arrendamento, que tenha seu início na Data do Aluguel Básico que caia no 38º mês civil subseqüente à Data da Entrega, até a Data de Expiração do Arrendamento, o Aluguel Básico, durante esse período, será de US$ 114.500,00.

(c) **Aluguel Suplementar**. A Arrendatária deverá pagar (ou deverá providenciar o pagamento), imediatamente, à Arrendadora, ou a quem quer que esteja autorizado ao mesmo, de todo e qualquer Aluguel Suplementar que constitua o Valor Estipulado do Sinistro, as Reservas de Manutenção, e todos os outros valores do Aluguel Suplementar, conforme os mesmos possam se tornar vencidos e devidos, e, no caso de qualquer falha, por parte da Arrendatária, em pagar qualquer Aluguel Suplementar, quando devido, a Arrendadora ficará investida de todos os direitos, poderes e recursos previstos no presente, ou em qualquer outro Documento Válido, ou por lei ou ao amparo da jurisdição de eqüidade, ou de outro modo, no caso do não pagamento do Aluguel Básico. A Arrendatária pagará, ainda, à Arrendadora, ou a quem quer que esteja autorizado ao mesmo, como Aluguel Suplementar (i) na extensão permitida pela lei aplicável, juros, à Taxa de Atraso, no que diz respeito a qualquer pagamento do Aluguel Básico não pago na data de seu vencimento, em relação a qualquer período em relação ao qual o mesmo esteja atrasado, e sobre qualquer pagamento do Aluguel Suplementar, que não tenha sido efetuado na data de seu vencimento, em relação ao período, até que o mesmo seja efetuado, mais (ii) um valor equivalente a 5% do valor

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de qualquer pagamento do Aluguel Básico, que não tenha sido pago por ocasião de seu vencimento.

(d) **Pagamentos em Geral**. Todos os pagamentos do Aluguel, que devam ser efetuados à Arrendadora, deverão ser efetuados sem compensações, diretamente pela Arrendadora, por meio da transferência eletrônica de fundos imediatamente disponíveis, na data do pagamento, em Dólares, à seguinte conta da Arrendadora (ou a tal outra conta da Arrendadora, conforme a Arrendadora venha a instruir em uma notificação à Arrendatária, no mínimo 05 (cinco) Dias Úteis antes da data do vencimento desse Aluguel):

Não obstante a qualquer coisa em contrário contida no presente, se qualquer data em que um pagamento de Aluguel se torne devido e passível de pagamento, não cair em um Dia Útil, então, esse pagamento deverá ser efetuado no próximo Dia Útil subseqüente, e nenhum juro adicional deverá se acumular sobre o valor desse pagamento, se esse pagamento for efetuado nesse próximo Dia Útil subseqüente.

(e) **Depósito de Garantia e Aval**. Em quatro dias, ou em período anterior a quatro dias que antecedam a Data da Entrega, a Arrendatária deverá efetuar um pagamento em dinheiro à Arrendadora (ou deverá entregar à Arrendadora uma carta de crédito irrevogável, de um banco e em forma que sejam individualmente aceitáveis à Arrendadora, a seu exclusivo critério), em um valor equivalente a US$ 500.000,00 (Quinhentos mil dólares norte-americanos) (sendo que esse valor, acrescido de qualquer outro valor ou carta de crédito depositada com relação a Sobressalentes, se houver, passa a ser denominado doravante, no presente, simplesmente como o "Depósito de Garantia") que servirá de garantia ao pleno e fiel cumprimento, por parte da Arrendatária, de todas as suas obrigações, em conformidade com os termos do presente Arrendamento. Se a Arrendatária deixar de pagar o Aluguel, em conformidade com os termos do presente, ou de pagar quaisquer outros montantes devidos, ou de cumprir com quaisquer outros termos e disposições do presente Arrendamento, ou se estiver, de outro modo, em Inadimplência, em conformidade com os termos do presente, adicionalmente a todos os outros direitos que a Arrendadora possa estar investida, em conformidade com os termos do Código Comercial Uniforme do Estado de Nevada [EUA], na qualidade de parte garantida, a Arrendadora poderá sacar, utilizar, solicitar e reter, toda ou qualquer parte do Depósito de Garantia (incluindo a carta de crédito), como pagamento parcial em relação aos montantes devidos à Arrendadora, pela Arrendatária, no sentido de compensar a Arrendadora por quaisquer montantes que esta possa, a seu critério, antecipar, em conseqüência de uma Inadimplência, por parte da Arrendatária, ou no sentido

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de os requerer no que se refere a prejuízos ou despesas que a Arrendadora possa experimentar ou atrair sobre si, em conseqüência da Inadimplência, por parte da Arrendatária, em conformidade com os termos do presente. Se a Arrendadora sacar e utilizar, ou se requerer toda ou qualquer parcela do Depósito de Garantia, essa solicitação não deverá ser considerada como uma remediação a qualquer Inadimplência, e a Arrendatária deverá, dentro do prazo de 05 (cinco) Dias Úteis, subseqüentes à exigência escrita no que se refere ao mesmo, depositar, junto à Arrendadora, em dinheiro, um valor suficiente para restituir o Depósito de Garantia (incluindo a carta de crédito) a seu montante original. Na proporção que qualquer Inadimplência ou Evento de Inadimplência, em conformidade com os termos do presente Arrendamento, tenha ocorrido e permaneça existente, no encerramento do Prazo do presente Arrendamento, o Depósito de Garantia, menos os custos incorridos pela Arrendadora com relação à rescisão do Arrendamento ou à devolução da Aeronave, deverá ser devolvido à Arrendatária dentro do prazo de 30 dias após a devolução da Aeronave por parte da Arrendatária, em conformidade com a Cláusula 5. A obrigação da Arrendadora de devolver o Depósito de Garantia, deverá ser considerada como uma obrigação da Arrendadora, sem garantias. A Arrendatária, em nenhuma circunstância, estará autorizada a efetuar quaisquer compensações de qualquer Aluguel em relação ao Depósito de Garantia. Adicionalmente, antes da Data da Entrega, a Arrendatária deverá entregar à Arrendadora, a garantia incondicional de todas as obrigações da Arrendatária, em conformidade com os termos do presente Arrendamento, por parte de cada Avalista, em conformidade com os termos da entrega por parte de cada Avalista, de um contrato de Garantia, na forma do Documento G, anexo ao presente.

(f) **Reservas de Manutenção**. No decorrer do Prazo do presente Arrendamento, a Arrendatária, antes ou até e inclusive o 10º dia de cada mês civil, deverá transmitir à Arrendadora, um certificado do diretor, na forma do Documento B anexo ao presente, especificando o número real de horas de vôo da Aeronave (definido, para as finalidades do presente Arrendamento, como sendo o tempo entre a decolagem e a aterrissagem) no curso do mês imediatamente precedente. Na mesma época que a Arrendatária entregar o certificado mensal, a Arrendatária deverá pagar à Arrendadora, como reserva para manutenção no que diz respeito à operação da Aeronave, no mês imediatamente precedente, o que se segue: (i) US$ 20.000,00 por mês, no que diz respeito à realização das Checagens da estrutura da Aeronave "D" e "C" (alocadas por US$ 7.500,00 ao mês para Checagens "D" e US$ 12.500,00 por mês para Checagens "C"); (ii) US$ 90,00** [sujeitos a alteração com base na proporção ciclos por hora] por Motor, por hora de vôo

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do Motor, no que se refere às visitas programadas do Motor à oficina; (iii) US$ 10,00 por hora de vôo da Aeronave, no que diz respeito à realização da revisão programada da unidade de potência auxiliar (denominada doravante, no presente, simplesmente como "APU"); e (iv) US$ 10,00 por hora de vôo da Aeronave, com relação à realização da revisão programada do trem de pouso.

A Arrendatária deverá transferir esses fundos eletronicamente a uma conta bancária indicada pela Arrendadora, conta esta, assim como os fundos nela contidos, que estarão sujeitos, única e exclusivamente, ao controle da Arrendadora (sendo que os valores assim depositados passam a ser denominados doravante, no presente, simplesmente como "Reservas de Manutenção" e as ocorrências acima especificadas, às quais estes são aplicáveis, passando a ser denominadas doravante, no presente, simplesmente como "Eventos de Reservas de Manutenção"). A Arrendadora não precisa segregar os valores depositados como Reservas de Manutenção podendo, inversamente, misturar tais valores com seus próprios fundos.

No decorrer do Prazo do presente Arrendamento, adicionalmente a todas as outras obrigações de manutenção da Arrendatária em conformidade com os termos do presente Arrendamento, a Arrendatária será exclusivamente responsável por executar toda a manutenção, reparo e assistência técnica da Aeronave, incluindo, sem se constituir em limitação, os Eventos de Reservas de Manutenção, quando necessários e quando devidos, às suas expensas e, na proporção que não exista qualquer Inadimplência ou Evento de Inadimplência, em conformidade com os termos do presente Arrendamento, a Arrendatária deverá ser reembolsada a partir das Reservas de Manutenção alocadas, previamente pagas pela Arrendatária, conforme se segue:

(i) Após a conclusão de uma Checagem "C" ou de uma Checagem "D" programada, a Arrendatária apresentará à Arrendadora as faturas de terceiros que demonstram o trabalho executado, assim como as cópias dos registros ou diários de bordo aplicáveis, por ocasião do que a Arrendadora deverá reembolsar a Arrendatária, a partir das Reservas de Manutenção alocadas, apenas no que se refere a essa checagem, um valor que seja equivalente ao menor entre (i) o valor dessa checagem previamente paga pela Arrendatária, como Reservas de Manutenção em relação a essa checagem, e (ii) o valor da fatura comprovada.

(ii) Posteriormente à conclusão de uma visita programada do Motor à oficina, a Arrendatária deverá apresentar à Arrendadora, as faturas de terceiros que demonstram o trabalho executado e as cópias do Diário de Bordo do Motor, por ocasião do que a Arrendadora deverá reembolsar a

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Arrendatária, a partir das Reservas de Manutenção alocadas, apenas no que se refere a esse Motor, um valor que seja equivalente ao menor entre (i) o valor correspondente às visitas à oficina previamente pagas pela Arrendatária como Reservas de Manutenção por esse Motor e serviço, e (ii) o valor da fatura comprovada.

(iii) Posteriormente à conclusão de uma revisão programada da APU, a Arrendatária deverá apresentar à Arrendadora, as faturas de terceiros que demonstram o trabalho executado e as cópias do diário de bordo da estrutura da aeronave, por ocasião do que a Arrendadora deverá reembolsar a Arrendatária, a partir das Reservas de Manutenção alocadas, apenas no que se refere a essa revisão da APU, um valor que seja equivalente ao menor entre (i) o valor das Reservas de Manutenção correspondente a essa revisão previamente paga pela Arrendatária como Reservas de Manutenção, por esse serviço, e (ii) o valor da fatura comprovada.

(iv) Posteriormente à conclusão de uma revisão programada do trem de pouso, a Arrendatária deverá apresentar à Arrendadora, as faturas de terceiros que demonstram o trabalho executado e as cópias do diário de bordo da estrutura da aeronave, por ocasião do que a Arrendadora deverá reembolsar a Arrendatária, a partir das Reservas de Manutenção alocadas, por essa revisão do trem de pouso, um valor que seja equivalente ao menor entre (i) o valor das Reservas de Manutenção correspondente a essa revisão previamente paga pela Arrendatária como Reservas de Manutenção, por esse serviço, e (ii) o valor da fatura comprovada.

A Arrendatária deverá apresentar à Arrendadora, uma notificação escrita com 10 (dez) Dias Úteis de antecedência (ou tal período menor conforme este seja razoavelmente possível no caso de manutenção não planejada e inadiável), no que se refere a qualquer visita à oficina ou evento programado (Evento de Reserva de Manutenção) que seja coberto pelas Reservas de Manutenção. Essa notificação deverá expor o escopo do trabalho proposto, o nome do prestador de serviços de manutenção (que deverá ser um Prestador de Serviços de Manutenção Aprovado) e o custo proposto do serviço de manutenção. Todo esse trabalho ficará sujeito à aprovação da Arrendadora, e a Arrendadora poderá desaprovar o serviço de manutenção proposto com base no escopo do serviço ou com base em seu custo. A Arrendadora ficará autorizada, às suas expensas, a ter um funcionário ou agente *in loco* nas instalações do Prestador de Serviços de Manutenção, para monitorar o trabalho a ser executado. A Arrendadora deverá ainda receber notificação a respeito da conclusão do trabalho de manutenção aprovado, notificação esta que deverá incluir uma fatura do Prestador de Serviços de Manutenção

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Aprovado, indicando o custo do trabalho concluído, o escopo do trabalho concluído, e um relatório expedido pelo Prestador de Serviços de Manutenção Aprovado no sentido de que o trabalho tenha sido concluído em conformidade com as exigências da Autoridade Reguladora e da FAA [Administração Federal de Aviação "Federal Aviation Administration"]. A Arrendadora, a seu critério, poderá desembolsar as Reservas de Manutenção aplicáveis diretamente ao Prestador de Serviços de Manutenção Aprovado. Todos os custos e despesas que (A) tenham relação com eventos não programados, acidentes, abuso, má utilização, reivindicações de garantia ou eventos sem cobertura de seguro; ou (B) ultrapassem o reembolso permitido, a partir das Reservas de Manutenção, serão de responsabilidade da Arrendatária, em todas as circunstâncias.

Anualmente, no aniversário da Data da Entrega, as taxas de Reserva de Manutenção serão revistas pela Arrendadora, e aumentadas mediante notificação à Arrendatária, com antecedência, caso haja uma alteração no ambiente operacional da Aeronave, na proporção hora-ciclo da Arrendatária, ou caso haja aumentos nos custos de eventos cobertos pelas Reservas de Manutenção.

É intenção das partes do presente, que as Reservas de Manutenção e os valores depositados nas Reservas de Manutenção se constituam como propriedade única e exclusiva da Arrendadora (as Reservas de Manutenção se constituindo como uma despesa de aluguel pela utilização). Conseqüentemente, as Reservas de Manutenção remanescentes, ao final do Prazo, deverão ser retidas pela Arrendadora, e a Arrendatária não estará investida de qualquer direito, no que diz respeito ao mesmo, tampouco estará autorizada a uma prestação de contas no que diz respeito às mesmas. Se, não obstante às sentenças anteriores do presente parágrafo, uma corte de justiça desconsiderar a intenção das partes do presente, e determinar que as Reservas de Manutenção são propriedade da Arrendatária, a Arrendatária, desde já, concede à Arrendadora, um direito real de garantia de primeira prioridade sobre as Reservas de Manutenção, bem como sobre os valores depositados como Reservas de Manutenção, no sentido de oferecer garantia às obrigações da Arrendatária, em conformidade com os termos do presente.

Por ocasião da expiração ou da rescisão prematura do presente Arrendamento, a Arrendatária deverá, imediatamente, pagar a Arrendadora, aquela parcela das Reservas de manutenção que seja aplicável ao período que se inicia no primeiro dia do mês em que ocorra essa rescisão e que se encerra na data que a Aeronave é devolvida à Arrendadora, em conformidade com o presente Arrendamento.

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Cláusula 4. Declarações, Garantias e Compromissos.

(a) **Declarações, Garantias e Exonerações de Responsabilidade da Arrendadora.**

A ARRENDADORA ARRENDA E A ARRENDATÁRIA RECEBE A AERONAVE E OS DOCUMENTOS DA AERONAVE "NO ESTADO E NO LOCAL". A ARRENDATÁRIA RECONHECE E CONCORDA QUE, ENQUANTO ENTRE ARRENDADORA E A ARRENDATÁRIA (A) A AERONAVE, E CADA MOTOR, SÃO DE UM TAMANHO, PROJETO, CAPACIDADE E FABRICAÇÃO ESCOLHIDOS E ACEITÁVEIS POR PARTE DA ARRENDATÁRIA, (B) A ARRENDATÁRIA ESTÁ CONVENCIDA DE QUE A AERONAVE E CADA MOTOR SÃO ADEQUADOS ÀS SUAS FINALIDADES, (C) A ARRENDADORA NÃO SE CONSTITUI COMO UMA FABRICANTE OU UMA COMERCIANTE DE BENS DESSA NATUREZA E (D) A ARRENDADORA NÃO EFETUOU, NEM SERÁ CONSIDERADA DE FORMA A TER EFETUADO, QUER EM VIRTUDE DE TER ARRENDADO A AERONAVE E OS DOCUMENTOS DA AERONAVE, EM CONFORMIDADE COM OS TERMOS DO PRESENTE ARRENDAMENTO, QUER POR MOTIVO DE TER ADQUIRIDO A AERONAVE E OS DOCUMENTOS DA AERONAVE, OU DE TER PRATICADO OU DE TER DEIXADO DE PRATICAR QUALQUER ATO, OU DE TER ADQUIRIDO OU DEIXADO DE ADQUIRIR QUALQUER STATUS EM CONFORMIDADE OU COM RELAÇÃO AO PRESENTE ARRENDAMENTO, OU DE OUTRA MANEIRA, E A ARRENDADORA SERÁ CONSIDERADA DE FORMA A TER SE ISENTADO, EXPRESSAMENTE, DA APRESENTAÇÃO DE QUALQUER DECLARAÇÃO OU GARANTIA, EXPRESSA OU IMPLÍCITA, NO QUE SE REFERE AO TÍTULO DE PROPRIEDADE, AERONAVEGABILIDADE, CONDIÇÕES, VALOR, PROJETO, OPERAÇÃO, CAPACIDADE DE COMERCIALIZAÇÃO OU ADEQUABILIDADE NO QUE SE REFERE À SUA UTILIZAÇÃO PARA QUALQUER FINALIDADE ESPECÍFICA, NO QUE CONCERNE À AERONAVE, AOS DOCUMENTOS DA AERONAVE, OU A QUALQUER PARTE DA MESMA, QUANTO À QUALIDADE DO MATERIAL OU MÃODEOBRA O QUE DIZ RESPEITO À AERONAVE OU A QUALQUER PARTE DA MESMA, NO QUE SE REFERE À AUSÊNCIA DE DEFEITOS LATENTES OU DE OUTROS DEFEITOS, INDEPENDENTEMENTE SE PASSÍVEIS DE SEREM OU NÃO DESCOBERTOS, NO QUE DIZ RESPEITO À AUSÊNCIA DE

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QUALQUER VIOLAÇÃO DE QUALQUER PATENTE, MARCA REGISTRADA OU DIREITO AUTORAL, NO QUE CONCERNE À AUSÊNCIA DE OBRIGAÇÕES BASEADAS NA ESTRITA RESPONSABILIDADE SOBRE ATOS ILÍCITOS, OU COM RELAÇÃO A QUALQUER OUTRA DECLARAÇÃO OU GARANTIA, INDEPENDENTEMENTE DE SUA NATUREZA, EXPRESSA OU IMPLÍCITA (INCLUINDO QUALQUER GARANTIA IMPLÍCITA, DECORRENTE DE UM CURSO DE DESEMPENHO, NEGOCIAÇÃO OU UTILIZAÇÃO DE COMÉRCIO), NO QUE DIZ RESPEITO À AERONAVE, AOS DOCUMENTOS DA AERONAVE, OU A QUALQUER PARTE DA MESMA, ressalvando-se que a Arrendadora declara e garante que, na Data da Entrega, a Arrendadora é detentora do título de propriedade legal da Aeronave. A Arrendadora cede à Arrendatária determinados direitos passíveis de cessão, conforme a Arrendadora possa ter em conformidade com os termos de qualquer garantia, compromisso, declaração, apólice de seguro de vida em serviço, garantia de desempenho da aeronave, indenização ou contrato de suporte de produto, no que diz respeito à Aeronave, celebrado pelo Fabricante ou por qualquer de seus subcontratados independentes ou fornecedores, e quaisquer outras reivindicações contra o Fabricante ou contra qualquer desses subcontratados independentes ou fornecedores, no que diz respeito à Aeronave; ressalvando-se, entretanto, que por ocasião da ocorrência de uma Inadimplência ou de um Evento de Inadimplência, a Arrendatária, às expensas da Arrendatária, será considerada como tendo retransferido todos esses direitos e outras reivindicações à Arrendadora.

(b) **Declarações, Garantias e Compromissos da Arrendatária**. A Arrendatária, desde já, declara e garante à Arrendadora, que:

(i) A Arrendatária é uma sociedade devidamente constituída e validamente existente, idônea, em conformidade com os termos das leis do Brasil, e se encontra investida do poder e autoridade necessários, bem como é detentora de todas as licenças, direitos, alvarás, certificados, franquias e outros privilégios necessários à condução de suas operações comerciais, assim como para cumprir com suas obrigações em conformidade com os termos do presente Arrendamento, e dos outros Documentos da Arrendatária; a Arrendatária se encontra devidamente qualificada à prática comercial, na qualidade de sociedade anônima estrangeira, em cada jurisdição em que suas operações, ou que a natureza de suas atividades comerciais, o exija;

(ii) A assinatura, entrega e cumprimento, por parte da Arrendatária, do presente Arrendamento, e dos outros Documentos da Arrendatária, foram

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devidamente autorizados por todos os atos societários necessários, por parte da Arrendatária, e nem a assinatura e a entrega do presente ou dos mesmos, nem a consumação das transações contempladas pelo presente e por outros Documentos da Arrendatária, tampouco a satisfação ou o cumprimento, por parte da Arrendatária, em relação a todos ou quaisquer dos termos e disposições do presente e dos mesmos, deverá contrariar ou contrariou qualquer sentença ou ordem a ela aplicável ou obrigatória, ou qualquer lei aplicável, ou conflito com a mesma, resultará em qualquer violação, ou constituirá qualquer inadimplência, em conformidade com os termos de seu contrato ou estatuto social, ou entrará em conflito, resultará na criação de um Direito de Retenção, ou exigirá o consentimento de qualquer administrador fiduciário ou credor, em conformidade com os termos de qualquer contrato multilateral, hipoteca, penhor sobre bens móveis, escritura de fideicomisso, contrato de venda com reserva de domínio, arrendamento, empréstimo bancário ou contrato de crédito ou outro contrato ou instrumento no qual a Arrendatária se constitua como uma parte, ou pelo qual esta seja obrigada, ou por meio do qual seus ativos se encontrem vinculados, o qual, em qualquer dessas circunstâncias, viesse a produzir um efeito substancialmente desfavorável sobre a Arrendatária, ou sobre a sua capacidade de cumprir com suas obrigações, em conformidade com os termos do presente;

(iii) A Arrendatária recebeu e atendeu a todo o consentimento, aprovação, ordem, autorização ou registro necessário, assim como apresentou notificação prévia a cada órgão governamental com jurisdição competente no que diz respeito à assinatura e entrega do presente Arrendamento e aos Documentos de Arrendamento, bem como para cumprir com quaisquer das transações e obrigações contempladas pelo presente e pelos mesmos, cuja obtenção ou apresentação fosse necessária de sua parte, nos casos em que a omissão em assim proceder viesse a produzir um efeito desfavorável sobre a Arrendatária, ou sobre sua capacidade de cumprir com suas obrigações, em conformidade com os termos do presente;

(iv) O presente Arrendamento e os outros Documentos da Arrendatária foram devidamente assinados e entregues pela Arrendatária, e, tomando-se como premissa a devida autorização, assinatura e entrega dos mesmos pelas outras partes dos mesmos, constituem ou constituirão as obrigações legítimas, válidas e compromitentes da Arrendatária, exeqüíveis contra a mesma em conformidade com seus respectivos termos;

(v) Salvo no que diz respeito ao registro do presente Arrendamento e do Suplemento de Arrendamento Inicial, junto à Autoridade de Registro, não existe a necessidade de qualquer outro arquivo ou registro do presente

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Arrendamento, bem como não existe a necessidade da prática de qualquer outro ato, em conformidade com os termos da legislação brasileira, com o intuito de proteger, de forma plena, como de determinar os interesses da Arrendadora na Aeronave, e no presente Arrendamento, em oposição aos interesses da Arrendatária ou de qualquer terceiro;

(vi) Não existem quaisquer processos ou procedimentos judiciais (incluindo qualquer procedimento administrativo) que se encontre pendente ou em iminência perante qualquer tribunal ou agência administrativa contra a Arrendatária, os quais, caso fossem decididos de forma desfavorável, viriam a produzir um efeito substancialmente desfavorável sobre sua condição financeira ou sobre a atividade comercial, ou sobre sua capacidade de cumprir com suas obrigações em conformidade com os termos do presente, e a Arrendatária entregou à Arrendadora, um relatório autêntico e correto de todos os processos e procedimentos judiciais pendentes que afetem a Arrendatária;

(vii) A Arrendatária não praticou qualquer ato societário, tampouco outras medidas foram tomadas ou procedimentos judiciais foram instaurados ou (segundo o melhor conhecimento e fé da Arrendatária) se encontram em iminência contra ela, ou em relação à sua liquidação, dissolução, administração ou reorganização, ou no que se refere à nomeação de um depositário, administrador, síndico administrativo, fiduciário ou oficial similar, em relação a esta ou a todos ou quaisquer de seus ativos ou receitas;

(viii) A Arrendatária não se encontra em violação ou é inadimplente em conformidade com os termos de qualquer contrato no qual esta se constitua como uma parte, ou que lhe seja obrigatório, que vincule seus ativos, na extensão ou de uma forma que viesse a produzir um efeito substancialmente desfavorável sobre sua capacidade de cumprir com suas obrigações em conformidade com os termos do presente Arrendamento, e com os termos dos outros Documentos da Arrendatária;

(ix) Nenhuma Inadimplência ou Evento de Inadimplência ocorreu e permanece existente;

(x) As demonstrações contábeis anuais da Arrendatária, datadas de 31 de dezembro de 1999 (cujas cópias foram fornecidas à Arrendadora) foram preparadas em conformidade com os princípios contábeis geralmente aceitos, aplicados de forma consistente e apresentam (juntamente com as notas às mesmas) uma visão autêntica e fidedigna da condição financeira da Arrendatária, nas datas em cujas bases estas foram preparadas, assim como os resultados de operações da Arrendatária, no curso do exercício social e trimestre contábil então findo;

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(xi) Desde 30 de junho de 2000, não tem havido qualquer alteração substancial desfavorável na atividade comercial ou na condição financeira da Arrendatária; e

(xii) Com base na Data da Entrega, todos os Impostos pelos quais a Arrendatária seja responsável, e os quais sejam então devidos, foram pagos;

(xiii) Com base na Data da Entrega, a Arrendatária se encontra atualizada e em dia, não estando inadimplente e tendo efetuado o pagamento de todas as importâncias vencidas e devidas à Eurocontrol (e a qualquer outra agência governamental que tenha jurisdição competente) no que diz respeito à operação de sua aeronave, e não existe qualquer base, com relação à qual, qualquer reivindicação possa ser feita no sentido de que a Arrendatária não esteja plena e atual conformidade com as regulamentações que exijam seu pagamento tempestivo.

(c) **Compromissos da Arrendatária.**

(i) **Manutenção da Existência Societária**. A Arrendatária continuará a operar na qualidade de empresa de transporte aéreo, detendo um certificado operacional válido, assim como preservará e manterá sua existência societária e seus direitos, certificados, privilégios, licenças e franquias necessários à condução de suas operações comerciais, e ao cumprimento de suas obrigações em conformidade com os termos do presente e dos outros Documentos Válidos em cada jurisdição aplicável;

(ii) **Pagamento de Impostos**. A Arrendatária pagará ou fará com que sejam pagos todos os Impostos a ela tributados, ou sobre sua renda ou lucros, ou sobre qualquer propriedade a ela pertencente, na data de seu vencimento ou anteriormente à mesma, incluindo quaisquer prorrogações que tenham sido devidamente obtidas ou concedidas; ressalvando-se, entretanto, que a Arrendatária não será obrigada a pagar quaisquer desses Impostos cujo pagamento esteja sendo diligentemente contestado em boa fé e por meio de procedimentos apropriados, na proporção que não haja possibilidade razoável ou de o não pagamento desses Impostos ou de tal contestação quanto ao pagamento oferecerem a possibilidade de resultar em qualquer perda, venda, confisco, caducidade ou apreensão da Aeronave, da Estrutura da Aeronave ou de qualquer Motor ou de qualquer responsabilidade criminal ou civil por parte da Arrendadora ou de qualquer Pessoa que esteja fazendo reivindicações por meio, por intermédio ou em nome da Arrendadora;

(iii) **Incorporação, Fusão, Etc**. A Arrendatária não se fundirá ou será incorporada por qualquer outra sociedade, ou transmitirá, transferirá ou arrendará todos ou substancialmente todos os seus ativos, como um todo, a

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qualquer Pessoa, sem o consentimento da Arrendadora, consentimento este que não deverá ser negado de forma injustificada.

(iv) **Alvarás e Licenças.** A Arrendatária deverá preparar ou obter, assim como manter em pleno vigor e efeito, cada um e todos os consentimentos, licenças, certificados, aprovações, notificações, registros, arquivamentos ou outros atos junto a qualquer órgão governamental, cuja falta viria a produzir um efeito desfavorável sobre a operação, desempenho ou utilização da Aeronave, da Estrutura da Aeronave, de qualquer Motor ou de qualquer Peça, ou a assinatura, entrega ou cumprimento do presente Arrendamento;

(v) **Observância às Leis.** A Arrendatária deverá observar todas as leis e regulamentações, que estejam em vigor, de tempo em tempo, no Brasil e em qualquer país para, de onde, no ou por sobre o qual a Aeronave esteja realizando vôos;

(vi) **Outros Atos**. Às suas próprias expensas, de tempo em tempo, a Arrendatária deverá praticar e executar tais outros atos e atos adicionais, assim como assinar e entregar todos e quaisquer instrumentos adicionais, conforme possa ser exigido por lei ou conforme possam ser razoavelmente solicitados pela Arrendadora no sentido de instituir, manter e proteger os direitos e recursos da Arrendadora, e de executar e levar a efeito as intenções e propósitos do presente Arrendamento, e das partes do presente;

(vii) **Notificação de Evento de Inadimplência**. A Arrendatária deverá notificar a Arrendadora, imediatamente, a respeito da ocorrência de qualquer Inadimplência ou Evento de Inadimplência, ou de qualquer ocorrência que poderia afetar, de forma desfavorável, a capacidade da Arrendatária de cumprir com qualquer de suas obrigações em conformidade com os termos do presente Arrendamento;

(viii) **Manutenção de Certificados, Consentimentos, etc**. A Arrendatária deverá obter e manter todos os certificados, consentimentos, licenças, alvarás e autorizações necessários, bem como deverá tomar todas as medidas que possam ser necessárias ou desejáveis, em relação à devida continuidade de cumprimento de obrigações por parte da Arrendatária, em conformidade com os termos do presente Arrendamento, e no que se refere ao uso e operação da Aeronave no decorrer de todo o Prazo;

(ix) **Notificação**. A Arrendatária deverá notificar a Arrendadora, tão brevemente quanto possível após se tornar ciente de qualquer prejuízo, roubo, avaria ou destruição relacionada à Aeronave ou a qualquer Peça da mesma,

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(x) **Registros**. A Arrendatária deverá manter registros precisos, completos e atuais, em idioma inglês, de todos os vôos realizados pela Aeronave, assim como todos os registros necessários em conformidade com a Cláusula 7 (a) (1) do presente. Tais registros deverão ser mantidos de tal maneira conforme a Autoridade de Registro possa, de tempo em tempo, exigir, e de tal maneira conforme a exigida pela FAA, em conformidade com as operações de transporte de cargas comerciais programadas, atendendo as recomendações do Fabricante e de quaisquer outros fabricantes e fornecedores de qualquer Peça da Aeronave, e de acordo com as práticas padrão da ICAO. A Arrendatária deverá fornecer à Arrendadora, ou ao consultor técnico da Arrendadora, mediante solicitação, cópias atualizadas completas de todos esses registros, bem como do Programa de Manutenção, e a Arrendadora e/ou o consultor técnico da Arrendadora poderão, às custas e expensas da Arrendadora, fazer cópias ou reproduções de quaisquer destas, em qualquer ocasião (incluindo, sem se constituir em limitação, no encerramento do Prazo, ou antes do mesmo, com o propósito de efetuar a transição da Aeronave para o programa de manutenção de uma outra operadora, no encerramento do Prazo);

(xi) **Registro, Etc.** Antes da entrega, a Arrendatária deverá, às suas custas e expensas, (a) fazer com que a Aeronave seja registrada no nome da Arrendadora junto à Autoridade de Registro, e com que o presente Arrendamento e a Hipoteca que cobre a Aeronave, sejam devidamente registrados junto à Autoridade de Registro, (b) tomar quaisquer outras medidas conforme possam ser necessárias ou apropriadas com o intuito de determinar e proteger os direitos da Arrendadora, ao amparo dos termos do presente Arrendamento e sobre a Aeronave, e os da Mutuante da Arrendadora, em conformidade com os termos da Hipoteca, conforme comparados aos direitos da Arrendatária e de quaisquer terceiros dentro do Brasil e (c) fornecer à Arrendadora, evidências que lhe sejam satisfatórias no que concerne a esse registro, matrícula e outras medidas que tenham sido efetivamente levadas a efeito.

Cláusula 5. Devolução da Aeronave.

(a) **Devolução da Aeronave, Condições Por Ocasião da Devolução**.

Na expiração ou rescisão do presente Arrendamento por parte da Arrendadora, no exercício de seus recursos relativos à inadimplência ou violação por parte da Arrendatária, a Arrendatária (às expensas exclusivas da Arrendatária) devolverá a Aeronave à Arrendadora, juntamente com os Documentos da Aeronave, em Las Vegas, Estado de Nevada [EUA], ou em outra localidade cabível, situada nos Estados Unidos, conforme instruída

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pela Arrendadora (sendo que qualquer dessas localidades passa a ser denominadas doravante, no presente, simplesmente como o "**Local de Devolução**"). Na época dessa devolução ao Local de Devolução, a Aeronave deverá estar em conformidade com os termos expostos na forma do Documento E anexo ao presente.

(b) **Manuais**. Por ocasião da devolução da Aeronave, mediante qualquer rescisão do presente Arrendamento, em conformidade com os termos do parágrafo (a) desta Cláusula 5, a Arrendatária deverá entregar ou fazer com que sejam entregues à Arrendadora, todos os Documentos da Aeronave, bem como quaisquer outros diários de bordo, manuais, desenhos e registros de dados e de inspeções, de manutenção, modificações e de revisões, cuja manutenção seja obrigatória no curso do Prazo (em qualquer circunstância, no idioma inglês) no que diz respeito à Aeronave, pela Autoridade de Registro e pela FAA (conforme se aplique às operações, em conformidade com os termos da Parte 121 da FAR). A Arrendatária deverá fornecer à Arrendadora um certificado de um diretor da Arrendatária, datado com a Data da Devolução, no que se refere à satisfação, por parte da Arrendatária, aos termos da presente Cláusula 5(b). Adicionalmente, a Arrendatária deverá retransferir à Arrendadora, às expensas da Arrendatária, o benefício de qualquer garantia de fabricante que tenha sido cedida à Arrendatária.

(c) **Cooperação**. No decorrer do Prazo, com notificação razoável, a Arrendatária deverá cooperar, às custas da Arrendadora, sob todos os aspectos cabíveis, com os esforços da Arrendadora voltados para a venda ou arrendamento da Aeronave, dos Documentos da Aeronave e dos documentos referidos na Cláusula 5(b), inclusive, sem se constituir em limitação, permitindo aos compradores ou arrendatários prospectivos, inspecionar a Aeronave, os Documentos da Aeronave, e os documentos referidos na Cláusula 5(b), tudo em conformidade com a Cláusula 12 do presente. Adicionalmente, se a Arrendadora solicitar, em qualquer época anterior ou posterior ao término do Prazo (contudo, em qualquer circunstância, dentro do prazo de 180 dias após o encerramento do Prazo), a Arrendatária, às expensas da Arrendadora, assistirá a Arrendadora na transição da Aeronave para o programa de manutenção da próxima operadora, contanto que essa assistência não venha a interferir, de forma injustificada, na atividade comercial ou nas operações da Arrendatária.

(d) **Prorrogação de Prazo Em Função de Condições Existentes Por Ocasião da Devolução**.

Caso a devolução da Aeronave, dos Documentos da Aeronave e dos documentos referidos na Cláusula 5(b) à Arrendadora, por parte da

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Arrendatária, venha a sofrer atrasos (atraso este que deverá ser considerado como tendo ocorrido até que a Arrendatária tenha satisfeito a todas as condições de devolução especificadas na presente Cláusula 5 e no Documento E) que superem a data exigida pelos termos do presente Arrendamento, todas as obrigações da Arrendatária, em conformidade com os termos do presente Arrendamento, permanecerão em vigor e efeito plenos, inclusive, no que diz respeito ao pagamento do Aluguel (incluindo o Aluguel Básico que deverá ser pago diariamente a uma taxa diária de 1/20 (um vinte avos) do Aluguel Básico mensal) e das Reservas de Manutenção, em conformidade com os termos do presente.

(e) **Inobservância**.

Na extensão que, na época da Inspeção Final, a condição da Aeronave, dos Documentos da Aeronave ou dos documentos referidos na Cláusula 5(b) não satisfaçam a presente Cláusula 5 e o Documento E, a Arrendatária, a critério da Arrendadora, porém às custas exclusivas da Arrendatária:

(i) retificará qualquer defeito ou inobservância conforme seja imediatamente possível (e em qualquer circunstância dentro do prazo de 30 (trinta) dias) em forma razoavelmente satisfatória à Arrendadora; e, na extensão que esse defeito ou inobservância se estenda além da Data de Devolução esperada, o Prazo será automaticamente prorrogado e o presente Arrendamento permanecerá em vigor e efeito plenos conforme previsto na Cláusula 5(d) acima, até que esse defeito ou inobservância tenha sido retificado; ou

(ii) devolver a Aeronave, os Documentos da aeronave e os documentos referidos na Cláusula 5(b) à Arrendadora, e a Arrendadora deverá, às expensas exclusivas da Arrendatária, envidar esforços cabíveis no sentido de retificar esse defeito ou inobservância de forma razoavelmente satisfatória à Arrendadora; e, na extensão que esse defeito ou inobservância se estenda além da Data de Devolução, o Prazo será automaticamente prorrogado e o presente Arrendamento permanecerá em vigor e efeito plenos, conforme previsto na Cláusula 5(d) acima, até que esse defeito ou inobservância tenha sido retificado.

(f) **Documentos da Aeronave**.

Antes da Data de Devolução e mediante solicitação da Arrendadora, a Arrendatária fornecerá à Arrendadora ou a seu representante ou qualquer arrendatário ou comprador prospectivo no que se refere à Aeronave, às expensas da Arrendatária, uma cópia autêntica, correta e completa dos Documentos da Aeronave, e dos documentos referidos na Cláusula 5(b), com o intuito de facilitar a transição, integração e transferência da Aeronave para qualquer frota de operadora subseqüente.

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Cláusula 6. Direitos de Retenção.

A Arrendatária não criará, incorrerá, assumirá ou experimentará a existência, de forma direta ou indireta, de qualquer Direito de Retenção sobre ou no que diz respeito à Aeronave, ao título de propriedade da mesma, ou a qualquer interesse detido na mesma ou no presente Arrendamento, com exceção (i) dos respectivos direitos da Arrendadora e da Arrendatária, conforme previstos no presente e de quaisquer outros direitos existentes em conformidade com os Documentos Válidos, (ii) dos Direitos de Retenção da Arrendadora, e (iii) dos Direitos de Retenção de entregadores de materiais, mecânicos, operários, pessoal de consertos, funcionários ou outros Direitos de Retenção similares que tenham sua origem no curso da atividade comercial da Arrendatária, garantindo obrigações que não estejam em atraso por um período superior a 30 dias, na proporção que, no decorrer desse período de 30 dias, não haja qualquer risco substancial de venda, caducidade ou prejuízo da Estrutura da Aeronave ou de qualquer Motor, ou relativo a qualquer interesse sobre qualquer destes, sendo que a Arrendatária tomará (ou fará com que sejam tomadas), imediatamente, às suas próprias expensas, determinadas medidas conforme possam ser devidamente necessárias à quitação de qualquer de tais Direitos de Retenção que não os acima ressalvados, se o mesmo surgir em qualquer época.

Cláusula 7. Registro, Manutenção e Operação: Posse, Emblemas.

(a) (1) **Registro e Manutenção.**

A Arrendatária, às suas exclusivas custas e expensas, a não ser conforme de outro modo abaixo especificado de maneira explícita, tendo seu início na Data da Entrega, e tendo continuidade por todo o período restante do Prazo:

(A) Antes da entrega da Aeronave à Arrendatária, a Arrendatária deverá fazer com que a aeronave seja devidamente registrada, no nome da Arrendadora, junto à Autoridade de Registro, e em todas as ocasiões subseqüentes ao mesmo, deverá fazer com que a Aeronave permaneça devidamente registrada no nome da Arrendadora, em conformidade e sujeita às leis aplicáveis da Autoridade de Registro (sendo que a responsabilidade (incluindo o custo, salvo conforme expressamente disposto no presente de outro modo) pela obtenção e manutenção desse registro será da Arrendatária, ressalvando-se, entretanto, que a Arrendadora deverá assinar e entregar todos esses documentos conforme a Arrendatária possa solicitar, de forma razoável, com o propósito de levar a efeito e de dar continuidade a esse registro);

(B) deverá manter, prestar assistência técnica, reparar e revisar a Aeronave (ou fazer com que esta seja mantida, receba a assistência técnica, seja

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reparada e revisada) (incluindo, sem se constituir em limitação, a Estrutura da Aeronave, os Motores, Peças e trem de pouso) (e qualquer motor que não se inclua na definição do termo Motor, contudo que esteja instalado na Aeronave):

(x) de forma a manter a Aeronave em uma condição de operação tão boa quanto a que se encontrava por ocasião de sua entrega por parte da Arrendadora à Arrendatária, em conformidade com os termos do presente, salvo no que se refere a seu uso e desgaste normais, e de forma a manter a Aeronave em tal condição conforme possa ser necessária para conservar e manter a Aeronave em condições ideais em relação ao serviço de navegação aérea, bem como de manter o certificado de aeronavegabilidade em boa situação em todas as épocas (a não ser nos momentos em que a Aeronave esteja recebendo os serviços de manutenção por parte do Prestador de Serviços de Manutenção Aprovado), junto à Autoridade de Registro,

(y) em conformidade com (1) o Programa de Manutenção, programa este que deverá incluir uma prevenção contra corrosão e um programa de controle aprovado pela Arrendadora, e que disponha a respeito da inspeção relativa à corrosão, e a respeito de limpeza, reparo e tratamento da mesma, de acordo com o tratamento de corrosão e critérios de correção previstos pelo fabricante de cada item aplicável do Equipamento, que seja, no que diz respeito à Aeronave, um programa de revisões (aprovado pela Arrendadora) e que disponha a respeito de toda a inspeção, assistência técnica, revisão e reposição de todos os componentes da Aeronave, exigidos pelo Fabricante, pela Autoridade de Registro e pela FAA, e (2) todas as Diretivas de Aeronavegabilidade que exijam observância ou quitação, em conformidade com os termos da Cláusula 7 (a) (3) do presente, e

(z) em conformidade com os padrões da fabricante e da indústria, e substancialmente da mesma maneira que a Arrendatária mantém, presta serviços, repara e revisa aeronaves e motores similares operados pela Arrendatária, em circunstâncias similares, e sem que, de qualquer maneira, faça discriminações contra a Aeronave, quer em virtude do status de arrendada investido à mesma, quer de outro modo, incluindo, sem se constituir em limitação, no que se refere à observância ou à quitação das Diretivas de Aeronavegabilidade;

(C) não deverá instalar componentes de reposição que se encontrem com desgaste excessivo ou que estejam em condição de modificação inferior, ou deverá trocar componentes da Aeronave, ou de seu interior, em época em que a Aeronave esteja prestes a ser devolvida à Arrendadora, por outros componentes que estejam em posse da Arrendatária para utilização em

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aeronave que permanecerá em possa da Arrendatária após essa devolução, visando reduzir ou evitar necessidades futuras de manutenção no que se refere a tal aeronave;

(D) deverá manter ou fazer com que sejam mantidos, no idioma inglês, todos os Documentos da Aeronave e outros registros, diários de bordo, e outros materiais cuja manutenção seja necessária, no que diz respeito à Aeronave, pela Autoridade de Registro, ou cuja devolução, juntamente com a Aeronave, seja obrigatória, em conformidade com os termos da Cláusula 5(b) do presente (Documentos da Aeronave, registros, diários de bordo e outros materiais estes que deverão, enquanto entre a Arrendadora e a Arrendatária, e entre todas as partes que possam fazer reivindicações por intermédio da Arrendatária, ser mantidos nas instalações de manutenção da Arrendatária, em São Paulo, Brasil (ou em tal outra localidade isolada conforme a Arrendatária possa vir a indicar por escrito à Arrendadora), constituindo-se, contudo, como propriedade da Arrendadora, passando a se constituir como propriedade da Arrendatária somente mediante a verificação de uma Ocorrência de Sinistro, e por ocasião da satisfação, por parte da Arrendatária, aos termos contidos na Cláusula 10 do presente);

(E) deverá permitir à Arrendadora estar presente em todos os serviços de manutenção, independentemente se designados como uma checagem, inspeção, revisão ou visita à oficina. Com relação a qualquer dessas manutenções, a Arrendadora estará investida do direito (contudo não da obrigação) de identificar, para a Arrendatária, qualquer item que não esteja em conformidade com o Programa de Manutenção e a Arrendatária deverá, imediatamente, fazer com que esse item seja posto em conformidade com esse Programa de Manutenção; e

(F) fazer com que toda a manutenção, serviços, reparos e revisões executados no que diz respeito à Aeronave, Estrutura da Aeronave, qualquer Motor, ou a qualquer de suas Peças, a ser executada por um Prestador de Serviços de Manutenção Aprovado.

(2) **Operação e Utilização**. Desde e após a Data da Entrega, e pelo saldo do Prazo:

(A) A Arrendatária não efetuará a manutenção, utilizará, prestará serviços, efetuará reparos, revisará ou operará a Aeronave ou qualquer dos Documentos da Aeronave (i) em violação às normas e regulamentações da Autoridade de Registro, da FAA, ou de qualquer outra lei ou qualquer norma, regulamentação, tratado, ordem ou certificado de qualquer governo ou autoridade governamental que tenha jurisdição sobre a Aeronave ou sobre os Documentos da Aeronave, ou sobre um proprietário ou operador no que

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diz respeito à mesma (incluindo, sem se constituir em limitação, qualquer país que tenha sido o destino, origem, no interior do qual ou por sobre o qual a Aeronave tenha realizado vôos), (ii) em violação a qualquer certificado de aeronavegabilidade, licença ou registro relativo à Aeronave, expedido por qualquer dessas autoridades ou (iii) de forma contrária a qualquer recomendação do fabricante da Estrutura da Aeronave, dos Motores, ou de qualquer de suas Peças.

(B) A Arrendatária deverá se certificar que a tripulação e os engenheiros por ela empregados com relação à operação e manutenção da Aeronave possuam tais qualificações e sejam detentores de tais licenças conforme o exigido pela lei aplicável.

(C) A Arrendatária deverá utilizar a Aeronave exclusivamente em sua configuração de carga, e exclusivamente no transporte de cargas, em conformidade com a lei aplicável, e não deverá utilizar ou permitir que a Aeronave seja utilizada para o transporte de passageiros ou para qualquer finalidade para a qual a Aeronave não seja projetada ou seja razoavelmente adequada.

(D) A Arrendatária não deverá utilizar a Aeronave para o transporte de (i) animais inteiros, vivos ou mortos, a não ser nos compartimentos de carga, em conformidade com as regulamentações da I.A.T.A., e com exceção de animais domésticos de estimação transportados em contêineres adequados para impedir o escape de qualquer líquido e que garanta o bem estar do animal; (ii) ácidos, substâncias químicas tóxicas, outros materiais corrosivos, explosivos, combustíveis nucleares, resíduos ou quaisquer montagens ou componentes nucleares, salvo conforme permitido para aeronaves de carga, em conformidade com o programa de "Restrição de Mercadorias" expedido pela I.A.T.A., de tempo em tempo, e contanto que todas as exigências em relação a embalagens, ou de outro modo, contidas no mesmo, sejam cumpridas; ou (iii) quaisquer outras mercadorias, materiais ou artigos de carga que poderiam gerar uma expectativa no sentido de provocar avarias à Aeronave, e que não poderiam obter a cobertura adequada por meio de seguro, exigido ou obtido em conformidade com os termos do presente Arrendamento.

(E) A Arrendatária não deverá utilizar a Aeronave para fins de treinamento, habilitação ou reconfirmação do status de pessoal que presta serviços na cabine, outro que não tal treinamento, habilitação ou reconfirmação conforme seja corriqueira no curso normal das operações da Arrendatária.

(F) A Arrendatária não providenciará ou permitirá que a Aeronave prossiga ou permaneça em quaisquer localidades que se constituam como localidades

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ou países que não possuam relações diplomáticas com os Estados Unidos ou que estejam sujeitas a uma ordem proibitiva (ou qualquer ordem ou diretiva similar) por parte do governo ou de outra autoridade brasileira ou norte-americana, ou de qualquer autoridade governamental ou outra autoridade que tenha jurisdição sobre a Arrendatária ou sobre a Aeronave, ou por parte das Nações Unidas.

(G) A Arrendatária não praticará ou permitirá a prática de qualquer coisa que possa expor a Aeronave, ou qualquer parte da mesma, a multas, penalidades, seqüestro, arresto, apreensão, detenção, confisco, tomada em execução, embargo, apropriação ou destruição, nem o abandono da Aeronave ou de qualquer parte da mesma e, se qualquer desses direitos reais de garantia, multas, penalidades, seqüestro, arresto, apreensão, detenção, confisco, tomada em execução, embargo ou apropriação vier a ocorrer, a Arrendatária deverá apresentar notificação imediata do mesmo à Arrendadora, e deverá providenciar, imediatamente, a retirada dos mesmos em relação à Aeronave, ou em relação à parte da mesma em questão, conforme possa ser o caso.

(H) A Arrendatária pagará, imediatamente, todas as taxas, encargos e todos os Impostos de qualquer natureza, relativos a licenças e registros (juntamente com quaisquer penalidades, multas ou juros sobre as mesmas) tributados ou exigidos por qualquer governo ou por qualquer autoridade fiscal, sobre ou no que diz respeito à Aeronave, ou sobre a propriedade, entrega, arrendamento, posse, utilização, operação, devolução ou outra alienação da mesma, assim como deverá fornecer à Arrendadora, imediatamente, mediante solicitação da Arrendadora, um relatório, especificado por itens, a respeito de todas essas taxas, encargos ou impostos a pagar, conforme aplicáveis com base na data dessa solicitação.

(I) A Arrendatária, mediante solicitação, fornecerá à Arrendadora, comprovações satisfatórias de que todos os encargos incorridos pela Arrendatária, no que diz respeito à Aeronave, incluindo, sem se constituir em limitação, todos os pagamentos devidos a quaisquer autoridades de controle de navegação aérea, foram pagos e quitados na íntegra.

(J) A Arrendatária não deverá, em qualquer época (i) declarar ou sustentar que a Arrendadora está transportando mercadorias ou passageiros na Aeronave, ou que esta esteja de qualquer maneira ligada ou associada com qualquer operação de transporte (quer por meio de contratação, recompensa ou como cortesia) que possa ser empreendida pela Arrendatária ou (ii) penhorar o crédito da Arrendadora.

(K) A Arrendatária obterá ou buscará a obtenção de todos e quaisquer certificados, licenças, alvarás e autorizações necessários, exigidos para a

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utilização e operação da Aeronave e para a efetivação dos pagamentos exigidos, assim como para a satisfação, por parte da Arrendatária, de suas outras obrigações, em conformidade com os termos do presente Arrendamento, e manterá cada uma destas, ou providenciará para que cada uma destas seja mantida em pleno vigor e efeito, pelo prazo que as mesmas sejam obrigatórias.

(L) A Arrendatária manterá a Arrendadora e, se exigido pelos seguros requeridos pelo presente, as seguradoras da Arrendatária, informadas no que se refere aos números de série atuais dos Motores, e de qualquer motor temporariamente instalado na Aeronave ou em um Motor, conforme possa ser o caso, em conformidade com as disposições do presente, assim como a respeito da localidade de qualquer Motor que, à época, não esteja instalado na Aeronave ou em um Motor, conforme possa ser o caso; e deverá fornecer à Arrendadora, mensalmente, um resumo (na forma do Documento B anexo ao presente) dessas informações, assim como deverá fornecer ou fazer com que sejam imediatamente fornecidas à Arrendadora, todas essas informações conforme a Arrendadora possa, de tempo em tempo, solicitar de forma razoável, com referência à Aeronave ou a qualquer parte da mesma, sua utilização, localização e condição, incluindo, sem se constituir em limitação, as horas ou ciclos, ou horário oficial, o que seja aplicável, que haja em disponibilidade na Aeronave, em qualquer motor, e em qualquer trem de pouso, até a próxima checagem, inspeção, revisão ou visita à oficina, conforme possa ser o caso.

(M) Salvo conforme previsto na Cláusula 7(b) do presente, os Motores, em todas as épocas, permanecerão devidamente instalados na Aeronave, conforme possa ser o caso. Adicionalmente, e não obstante a qualquer disposição contida em contrário no presente, a Arrendatária poderá instalar (ou providenciar para que seja instalado) na Aeronave, qualquer Motor Alternativo Aceitável que não seja de propriedade da Arrendadora, se qualquer Motor estiver passando por serviços de manutenção, conforme previsto na Cláusula 7(b) do presente, tão imediatamente quanto possível após a conclusão dessa manutenção no que diz respeito a esse Motor, a Arrendatária deverá reinstalar esse Motor (ou providenciar a reinstalação do mesmo) na Estrutura da Aeronave. Qualquer Motor substituído por um Motor Alternativo Aceitável, conforme acima mencionado, permanecerá sendo abrangido pelo termo Motor. Em nenhuma ocasião qualquer Motor deverá ser instalado em qualquer aeronave, a não ser na Aeronave. A Arrendadora concorda que nem ela, nem suas sucessoras ou cessionárias, adquirirão ou reivindicarão qualquer direito, título de propriedade ou

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interesse sobre qualquer Motor Alternativo Aceitável que não seja de propriedade da Arrendadora, instalado na Estrutura da Aeronave, conforme previsto acima.

(N) A Arrendatária (1) não deverá operar a Aeronave (ou permitir que esta seja operada) em qualquer localidade ou jurisdição em que a cobertura de seguro mantida pela Arrendatária e exigida pelo presente Arrendamento não esteja em pleno vigor e efeito em todas as épocas; (2) não deverá operar a Aeronave em qualquer localidade, jurisdição ou país que não mantenha relações diplomáticas plenas com os Estados Unidos; (3) não deverá operar a Aeronave fora do âmbito do Brasil; (4) não deverá operar a Aeronave onde essa operação não for permitida pela lei aplicável; (5) não deverá operar a Aeronave (ou permitir que a Aeronave fique em terra), ou consentir ou permitir que qualquer Pessoa opere a aeronave (ou permitir que a Aeronave fique em terra), dentro ou em direção a qualquer zona de guerra, qualquer área que esteja passando por hostilidades reais ou iminentes, ou qualquer área que esteja exclusa da cobertura de qualquer seguro que tenha sua manutenção obrigatória pelos termos da Cláusula 11 do presente.

(O) A Arrendatária, em todas as épocas, deverá cumprir com todas as exigências de todas as apólices de seguro cuja manutenção seja obrigatória pelos termos da Cláusula 11 do presente, e não deverá tomar quaisquer medidas que viessem a produzir um efeito de anulação de qualquer dessas apólices.

(3) **Diretivas de Aeronavegabilidade**. A Arrendatária deverá observar e ficar quites com todas as Diretivas de Aeronavegabilidade que tenham sido expedidas antes da aeronave ser devolvida à Arrendadora, cuja observância seja obrigatória anteriormente e dentro do prazo de 180 dias subseqüentes à devolução da Aeronave à Arrendadora. Todas as Diretivas de Aeronavegabilidade deverão ser executas em estrita observância a todas as instruções específicas de agências emissoras. A Arrendatária deverá incluir, dentro dos Documentos da Aeronave e daqueles que devam ser devolvidos à Arrendadora, em conformidade com os termos da Cláusula 5(b), toda a documentação necessária no sentido de se estabelecer os dados fonte, o método de observância, verificação de execução, garantia de qualidade, e todos os programas de ações recorrentes de qualquer Diretiva de Aeronavegabilidade.

(b) **Posse**.

A Arrendatária não subarrendará ou de qualquer outra maneira entregará, transferirá ou abrirá mão da posse da Estrutura da Aeronave ou de qualquer Motor, ou instalará ou permitirá a instalação de qualquer Motor em qualquer

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estrutura da aeronave, outra que não a Estrutura da Aeronave, ou qualquer motor, outro que não um Motor; ressalvando-se que, na proporção que nenhuma Inadimplência ou Evento de Inadimplência tenha ocorrido e permaneça existente na época dessa entrega, transferência ou desistência de posse, ou instalação, e na proporção que a medida que deva ser tomada não venha a privar a Arrendadora de seu título de propriedade, ou de seu interesse sobre qualquer dos Equipamentos, a Arrendatária disponibilizar a posse da Estrutura da Aeronave ou de qualquer Motor a seu fabricante, ou a qualquer outra Pessoa, para realização de testes, prestação de serviços, reparos, serviços de manutenção ou revisão, na Estrutura da Aeronave, Motor, ou em qualquer de suas Peças, ou para a realização de alterações ou modificações ou acréscimos a essa Estrutura da Aeronave ou Motor, em qualquer circunstância, na extensão exigida ou permitida pelos termos do presente Arrendamento (contanto que a ressalva terá continuidade somente na proporção que tal realização de testes, prestação de serviços, reparo, manutenção, revisão, alteração, modificação ou serviço extra, esteja em situação de desenvolvimento ativo).

(c) **Emblema**.

A Arrendatária concorda em afixar e manter (ou em fazer com que seja afixado ou mantido) na cabine da Aeronave, adjacente ao certificado de registro na mesma contido, e em cada Motor, uma plaqueta identificadora (no tamanho mínimo de 5" x 7") contendo a inscrição:

"Esta(e) [Aeronave] / [Motor] é propriedade da Pacific Coast Group, Inc."

(sendo que essa plaqueta de identificação deverá ser substituída, se necessário, com uma plaqueta de identificação que expresse o nome de qualquer sucessora da Arrendadora, conforme permitido em conformidade com os termos dos Documentos Válidos).

Salvo conforme acima disposto, a Arrendatária não permitirá que o nome de qualquer Pessoa seja colocado na Aeronave ou em qualquer Motor como uma indicação que poderia ser interpretada como uma reivindicação de propriedade; ressalvando-se que nada contido no presente deverá proibir a Arrendatária (ou um fretador da Aeronave, conforme permitido em conformidade com o presente) da colocação de suas cores e emblema habituais na Estrutura da Aeronave ou em qualquer Motor.

Cláusula 8. Reposição de Peças, Alterações, Modificações e Acréscimos.

(a) **Reposição de Peças**.

A Arrendatária deverá repor, imediatamente, ou providenciar a reposição, de todas as Peças que possam, de tempo em tempo, passar a estar desgastadas,

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serem perdidas, roubadas, destruídas, seqüestradas, confiscadas, avariadas de forma irreparável ou de forma a se tornarem definitivamente inadequadas ao uso, independentemente de qual seja a razão, salvo conforme de outro modo previsto na Cláusula 8(b) do presente. Todas as peças de reposição deverão ser de propriedade da Arrendatária, livres e desembaraçadas de todos os Direitos de Retenção, deverão ser intercambiáveis no que se refere à sua forma, ajuste e função, deverão ter no mínimo o mesmo status de execução no boletim de prestação de serviços obrigatório e recomendado, deverão ser garantidas por funcionários qualificados do controle de qualidade da Arrendatária, no sentido de que essas Peças não tenha sido envolvidas em quaisquer incidentes anteriores, aterrissagens forçadas ou greves de iluminação, não sejam arrendadas, não sejam peças "falsificadas", tenham, como comprovação, os registros exigidos pela FAA, e deverão ser aprovadas pela Autoridade de Registro e pela FAA, deverão ter a possibilidade de serem completamente rastreadas, deverão ter sido revisadas ou reparadas e inspecionadas por um agente aceitável à Autoridade de Registro e à FAA, e deverão estar em condições de operação tão boas, assim como deverão ter um valor e utilidade no mínimo equivalente, às Peças substituídas, tomando-se como premissa que essas Peças substituídas se encontrassem nas condições e com os reparos de manutenção obrigatória pelos termos do presente, e todos os registros históricos, no que diz respeito a essas Peças, deverão ser mantidos. Todas as Peças que sejam em qualquer época removidas da Estrutura da Aeronave ou de qualquer Motor, permanecerão sendo propriedade da Arrendadora, assim como permanecerão sujeitas ao presente Arrendamento, não importando onde estejam localizadas, até tal ocasião em que essas Peças venham a ser substituídas por peças que tenham sido incorporadas, instaladas, ou afixadas à Aeronave, e que atendam às exigências pertinentes às peças de reposição acima especificadas. Imediatamente após qualquer peça de reposição passar a ser incorporada, instalada ou afixada à Estrutura da Aeronave ou a qualquer Motor, conforme previsto acima, sem a necessidade de outros atos (i) sua titularidade será investida na Arrendadora, e essa peça de reposição passará a constituir a propriedade da Arrendadora, passando a ficar sujeita ao presente Arrendamento, e será considerada como uma Peça para todos os fins do presente, na mesma extensão que as Peças originariamente incorporadas, instaladas ou afixadas à Estrutura da Aeronave, ou a tal Motor; (ii) a Peça substituída não mais constituirá a propriedade da Arrendadora, e não mais será considerada como uma Peça, em conformidade com os termos do presente; e (iii) a titularidade da Peça substituída passará a ser investida,

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subseqüentemente ao mesmo, à Arrendatária, livre e desembaraçada de todos os direitos da Arrendadora.

(b) **Alterações, Modificações e Acréscimos**.

A Arrendatária fará (ou providenciará para que sejam efetuadas) determinadas alterações e modificações, assim como acréscimos, à Estrutura da Aeronave e Motores, conforme possam ter sua efetivação obrigatória no decorrer do Prazo, no sentido de atender aos padrões aplicáveis da Autoridade de Registro, da FAA, e de qualquer agência ou órgão regulador aplicável de qualquer outra jurisdição, ou que tenha jurisdição sobre a Aeronave, de forma a retratar essas modificações (e quaisquer outras que sejam permitidas) nos registros e manuais mantidos no que diz respeito à Aeronave, em conformidade com todas as leis aplicáveis e de acordo com o Programa de Manutenção, assim como para manter, em todas as épocas, o certificado de aeronavegabilidade padrão relacionado à Aeronave. Todas as Peças incorporadas, instaladas, afixadas ou adicionadas à Estrutura da Aeronave ou a um Motor, em conseqüência dessa alteração, modificação ou acréscimo, sem que sejam necessários outros atos, passarão a ficar sujeitas ao presente Arrendamento, e passarão a constituir a propriedade, bem como terão sua titularidade investida à Arrendadora. A Arrendatária não deverá efetuar quaisquer acréscimos, alterações ou modificações à Aeronave (incluindo, sem se constituir em limitação, uma alteração à sua configuração), outras que não conforme expressamente exigido pelo presente parágrafo (b), ou conforme aprovadas por escrito pela Arrendadora. Antes de iniciar o serviço relacionado a qualquer desses acréscimos, alterações ou modificações, a Arrendatária deverá apresentar à Arrendadora, notificação com antecedência mínima de 30 (trinta) Dias Úteis a respeito do mesmo, notificação esta que deverá incluir uma descrição detalhada do acréscimo, alteração ou modificação, e o nome da unidade de manutenção proposta (que seja aceitável à Arrendadora) que deverá concluir o serviço. A Arrendatária deverá atender a quaisquer solicitações razoáveis da Arrendadora no que se refere ao mesmo, incluindo uma solicitação, por parte da Arrendadora, no sentido de modificar o escopo do serviço a ser prestado, ou de alterar a entidade que deva prestar o serviço.

Cláusula 9. RESERVADA.

Cláusula 10. Sinistro, Destruição, Requisição, etc.

(a) **Ocorrência de Sinistro no que diz Respeito à Aeronave**.

Por ocasião da verificação de uma Ocorrência de Sinistro no que diz respeito à Aeronave, de forma isolada, ou no que diz respeito à Estrutura da Aeronave e aos Motores (e/ou aos motores então instalados na mesma), a

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Arrendatária deverá (1) imediatamente (e em qualquer circunstância dentro do prazo de 03 (três) dias subseqüentes a essa ocorrência) apresentar, à Arrendadora, uma notificação escrita a respeito dessa Ocorrência de Sinistro e (2) na extensão que não seja pago previamente à Arrendadora como resultados de seguro, esta deverá pagar ou providenciar o pagamento, à Arrendadora (sendo que a data exigida em relação a esse pagamento passa a ser denominada doravante, no presente, simplesmente como a "Data de Pagamento do Sinistro") dentro do período que ocorra com maior antecedência entre (x) 30 (trinta) dias após essa ocorrência e (y) imediatamente, por ocasião do recebimento dos resultados de seguro, na forma especificada na Cláusula 3(d) do presente, a soma de (A) Valor Estipulado do Sinistro em relação à Aeronave; mais (B) todo o Aluguel Suplementar então devido e não pago em conformidade com os termos do presente (importâncias estas que devam ser pagas às Pessoas autorizadas às mesmas); mais (C) os juros sobre esse Valor Estipulado do Sinistro, à Taxa de Atraso, desde a data correspondente à Data de Pagamento do Sinistro, até a data em que esse Valor Estipulado do Sinistro seja efetivamente pago; ressalvando-se que, a Arrendatária deverá ainda pagar todo o Aluguel Básico, como e quando devido e passível de pagamento em conformidade com os termos do Arrendamento, até a Data de Pagamento do Sinistro.

Nessa época, conforme a Arrendadora tenha efetivamente recebido a soma das importâncias especificadas nas cláusulas (A), (B) e (C) acima, (1) a obrigação da Arrendatária em pagar o Aluguel Básico, em conformidade com os termos do presente, no que diz respeito à Aeronave e aos Documentos da Aeronave, deixarão de se acumular, (2) o Prazo, em relação à Aeronave e aos Documentos da Aeronave, se extinguirá, e (3) a Arrendadora transferirá à Arrendatária, ou a quem esta venha a instruir, sem apelações ou garantias, todo o direito, título de propriedade e interesse, investidos à Arrendadora, sobre e em relação à Estrutura da Aeronave, aos Documentos da Aeronave e aos Motores "no estado e no local", assim como deverá fornecer à Arrendatária, ou a quem esta venha a instruir, e às suas custas, uma nota de venda, em forma e teor razoavelmente satisfatórios à Arrendatária, comprovando essa transferência e (4) a Arrendatária será sub-rogada em relação a todas as reivindicações da Arrendadora, se houver, contra terceiros (outras que não aquelas relacionadas a qualquer apólice de seguro independentemente mantida pela Arrendadora, em conformidade com a Cláusula 11 do presente) na extensão que a mesma tenha relação com danos físicos ou prejuízos à Aeronave, e a quaisquer Motores que estavam sujeitos a essa Ocorrência de Sinistro.

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(b) **Ocorrência de Sinistro no que diz Respeito a um Motor (incluindo o Motor Sobressalente, se houver).**

Por ocasião da verificação de uma Ocorrência de Sinistro, no que diz respeito a um Motor, sob circunstâncias em que não tenha sido verificada uma Ocorrência de Sinistro relativa à aeronave, a Arrendatária deverá, imediatamente após (e em qualquer circunstância, dentro de três dias após essa ocorrência), apresentar à Arrendadora uma notificação escrita do mesmo, e deverá, dentro do prazo de 30 (trinta) dias após a verificação dessa Ocorrência de Sinistro (denominado doravante, no presente, simplesmente como o "Período de Substituição"), transmitir ou fazer com que seja transmitido à Arrendadora, como substituição pelo Motor com relação ao qual essa Ocorrência de Sinistro ocorreu, o título de propriedade de um Motor Alternativo Aceitável, conforme possa ser o caso, livre e desembaraçado de todos os Direitos de Retenção, em condições de operação tão boas, e possuindo um valor, utilidade e vida útil remanescente no mínimo equivalente à do Motor com relação ao qual essa Ocorrência de Sinistro tenha sido verificada, tomando-se como premissa que esse Motor fosse do valor, utilidade e que possuísse uma vida útil remanescente, e se encontrasse na condição e reparo exigidos pelos termos do presente instrumento, imediatamente antes da verificação dessa Ocorrência de Sinistro. Antes ou até e inclusive a época da ocorrência de qualquer dessas transmissões, a Arrendatária, às suas próprias expensas, (i) fornecerá à Arrendadora uma nota de venda com garantia (no que concerne ao título), em forma e teor razoavelmente satisfatórios à Arrendadora, no que diz respeito a esse Motor Alternativo Aceitável, (ii) fará com que um Suplemento de Arrendamento relativo ao mesmo seja devidamente assinado pela Arrendatária, e que seja devidamente arquivado, ao amparo das leis, normas e regulamentações aplicáveis da Autoridade de Registro, (iii) e fornecerá comprovações de atendimento às disposições de seguro da Cláusula 11 do presente, no que diz respeito a esse Motor Alternativo Aceitável, conforme a Arrendadora possa solicitar de forma razoável, (iv) fornecerá à Arrendadora tais documentos conforme a Arrendadora venha a solicitar, o que diz respeito a esse Motor Alternativo Aceitável, incluindo, sem se constituir em limitação, todos os registros pré-operacionais em disco, e (v) fornecerá à Arrendadora um parecer de advogado aceitável à Arrendadora, e a partir de um advogado aceitável à Arrendadora, no sentido de que aquele título de propriedade, pertinente a tal Motor Alternativo Aceitável, foi devidamente transmitido à Arrendadora, livre e desembaraçado de todos os Direitos de Retenção, e a Arrendadora transferirá, à Arrendatária, a alguém a quem esta instrua, sem apelações ou garantias (em bases de "no estado", "no local"), todo o direito,

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título de propriedade e interesse da Arrendadora, se houver, sobre e em relação (A) ao Motor no que diz respeito ao qual essa Ocorrência de Sinistro se verificou, assim como fornecerá à Arrendatária ou a quem esta instruir, às suas expensas, uma nota de venda, em forma e teor razoavelmente satisfatórios à Arrendatária, com provando essa transferência e (B) a todas as reivindicações, se houver, contra terceiros (outras que não no que diz respeito a qualquer apólice de seguros independentemente mantidas pela Arrendadora), por qualquer dano ou prejuízo ao Motor, sujeito a essa Ocorrência de Sinistro, e, esse Motor, após o mesmo, deixará de ser um Motor arrendado em conformidade com os termos do presente. Para todos os fins do presente, cada um desses motores Alternativos Aceitáveis, após essa transmissão, será considerado como parte da propriedade arrendada em conformidade com os termos do presente instrumento, e será considerado como sendo um "Motor". Nenhuma Ocorrência de Sinistro, no que diz respeito a um Motor, sob as circunstâncias contempladas pelos termos do presente parágrafo (b) resultará em qualquer redução no Aluguel Básico ou em quaisquer outras importâncias devidas pela Arrendatária em conformidade com os termos de qualquer Documento Válido.

(c) **Aplicação de Pagamentos provenientes de Autoridades Governamentais para a Requisição de Título, Etc.**

Quaisquer pagamentos (outros que não os de resultados de seguros cuja aplicação seja prevista na Cláusula 11) recebidos em qualquer época pela Arrendadora ou pela Arrendatária, por parte de qualquer autoridade governamental ou outra Pessoa, no que diz respeito a uma Ocorrência de Sinistro, serão aplicados da seguinte forma:

(i) se os pagamentos forem recebidos no que diz respeito à Estrutura da Aeronave (ou no que diz respeito à Estrutura da Aeronave, qualquer Motor ou motores então instalados na mesma e no que se refere aos Documentos da Aeronave relacionados à mesma), após o reembolso da Arrendadora, no que concerne a seus custos e despesas cabíveis, na proporção que tais pagamentos remanescentes não venham a ultrapassar o Valor Estipulado do Sinistro, bem como os outros valores passíveis de pagamento, em conformidade com os termos da Cláusula 10(a) do presente, que devam ser pagos pela Arrendatária, em conformidade com os termos da Cláusula 10(a) do presente, deverão ser aplicados como abatimentos à obrigação da Arrendatária em pagar o Valor Estipulado do Sinistro, bem como os outros valores a serem pagos em conformidade com os termos da Cláusula 10(a) do presente, caso já não tenham sido pagos pela Arrendatária, ou, se já tiverem sido pagos pela Arrendatária, deverão ser aplicados para reembolsar a

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Arrendatária por seu pagamento do Valor Estipulado do Sinistro, assim como tais outros valores, e subseqüentemente à aplicação acima, o saldo, se houver, desses pagamentos, deverá ser distribuído à Arrendadora; e

(ii) Se esses pagamentos forem recebidos no que diz respeito a um Motor, sob as circunstâncias contempladas pela Cláusula 10(b) do presente, na proporção que tais pagamentos remanescentes após o reembolso da Arrendadora, por seus custos e despesas cabíveis, devam ser pagos à, ou retidos pela, Arrendatária, ressalvando-se que a Arrendatária tenha cumprido, na íntegra, com os termos da Cláusula 10(b) no que diz respeito à Ocorrência de Sinistro em relação à qual esses pagamentos são efetuados.

(d) **Requisição para o Uso da Aeronave por parte do Governo de Registro.**

Em caso de requisição da Estrutura da Aeronave e dos Motores, ou de motores instalados na mesma, para uso, no decorrer do Prazo, que não constitua uma Ocorrência de Sinistro, a Arrendatária deverá notificar a Arrendadora imediatamente a respeito dessa requisição, e todos os direitos e obrigações da Arrendatária, em conformidade com os termos do presente Arrendamento, terão continuidade na mesma extensão que essa requisição não tenha ocorrido. Todos os pagamentos recebidos por parte da Arrendadora ou da Arrendatária, relativos à utilização dessa Estrutura da Aeronave e desses Motores ou motores, deverão ser efetuados retidos pela Arrendatária. Nenhuma dessas requisições resultará em qualquer redução do Aluguel Básico ou de qualquer montante devido a partir da Arrendatária, em conformidade com os termos de qualquer Documento Válido, e as obrigações da Arrendatária, terão continuidade por todo o Prazo.

(e) **Aplicação de Pagamentos Durante a Existência de Eventos de Inadimplência.**

Qualquer valor referido na presente Cláusula 10, valor este que seja passível de pagamento ou de retenção por parte da Arrendatária, não deverá ser pago ou retido pela Arrendatária se, na época desse pagamento ou retenção, uma Inadimplência ou um Evento de Inadimplência tiver ocorrido e permanecer existente, contudo deverá ser retido e pago à Arrendadora como garantia pelas obrigações da Arrendatária em conformidade com os termos do presente Arrendamento, e aplicado com relação às obrigações da Arrendatária, em conformidade com os termos do presente, como e quando devido. Nessa época, conforme não haja a persistência de qualquer dessas Inadimplências ou Eventos de Inadimplência, esse valor será imediatamente pago à Arrendatária, na extensão que não seja previamente aplicado de acordo com a sentença precedente.

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Cláusula 11. Seguro.

(a) A partir da Data da Entrega, e em todas as ocasiões subseqüentes à mesma, a Arrendatária será responsável por efetuar e manter, ou por fazer com que sejam efetuados e mantidos, em pleno vigor e efeito, seguros no que diz respeito à Aeronave e aos Documentos da Aeronave, em conformidade com o seguro habitualmente feito por empresas de transporte aéreo em situação similar à da Arrendatária, e de um tipo, bem como em tais valores e oferecendo cobertura a tais riscos, de tempo em tempo, conforme especificado na forma do Documento F anexo ao presente, e constituído como parte integrante do presente, e obtido por intermédio de tais corretores, e mantido junto a tais companhias de seguro e resseguro, conforme sejam aceitáveis à Arrendadora e à Mutuante da Arrendadora (denominados doravante, no presente, simplesmente como os "Seguros"), ressalvando-se, entretanto, que se a Arrendadora vir a solicitar da Arrendatária manter os Seguros em valores excedentes aos especificados no Documento F anexo ao presente, a Arrendatária deverá obter tal seguro adicional conforme instruído pela Arrendadora, às custas e expensas incrementais exclusivas da Arrendadora, ressalvando-se, não obstante a qualquer coisa em contrário contida no presente, que a Arrendadora poderá, ainda, (na proporção que o mesmo não prejudique qualquer seguro cuja manutenção seja obrigatória pela Arrendatária, em conformidade com os termos da presente Cláusula 11) manter seguros, por sua própria conta e às suas custas e expensas exclusivas, no que diz respeito a seu direito sobre a Aeronave. Os Seguros serão efetuados diretamente com seguradoras e resseguradoras de idoneidade reconhecida, que normalmente participam em seguros de aviação (seguradoras estas que deverão ser conduzidas, em qualquer circunstância, por essa(s) seguradora(s) conceituada(s), conforme possa(m) ser razoavelmente aceitáveis à Arrendadora).

(b) Se, em qualquer época, a Arrendadora desejar revogar sua aprovação em relação a qualquer seguradora, a Arrendadora e/ou suas corretoras deverão consultar a Arrendatária e os corretores da Arrendatária (no que se refere ao prazo aprovado pela Arrendadora) no que se refere à mesma ser ou não alterada para proteger os interesses das partes seguradas. Se, subseqüentemente a essa consulta, a Arrendadora considerar, de forma razoável, que o mesmo deve ser alterado, a Arrendatária deverá, então, providenciar ou fazer acordos, ou providenciar para que sejam celebrados acordos com seguradoras alternativas satisfatórias à Arrendadora.

(c) Enquanto entre a Arrendadora e a Arrendatária, fica acordado que todos os resultados de seguro mantidos em conformidade com os termos do

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presente, e recebidos em conseqüência da verificação de uma Ocorrência de Sinistro, serão aplicados conforme se segue:

(x) Se esses pagamentos são recebidos no que diz respeito à Estrutura da Aeronave (ou no que diz respeito à Estrutura da Aeronave, aos Motores instalados na mesma), (i) na proporção que tais pagamentos remanescentes, após o reembolso da Arrendadora por seus custos e despesas cabíveis, não venham a ultrapassar o Valor Estipulado do Sinistro, bem como os outros valores passíveis de pagamento, em conformidade com os termos da Cláusula 10(a) do presente, que devam ser pagos pela Arrendatária, em conformidade com os termos da Cláusula 10(a) do presente, deverão ser aplicados como abatimento à obrigação da Arrendatária em pagar o Valor Estipulado do Sinistro, bem como os outros valores a serem pagos em conformidade com os termos da Cláusula 10(a) do presente, caso já não tenham sido pagos pela Arrendatária, ou, se já tiverem sido pagos pela Arrendatária, deverão ser aplicados para reembolsar a Arrendatária por seu pagamento desse Valor Estipulado do Sinistro, assim como tais outros valores, passíveis de pagamento em conformidade com os termos da Cláusula 10(a) do presente, e o saldo, se houver, desses pagamentos remanescentes, subseqüentemente ao mesmo, será pago ou retido pela Arrendatária; e

(y) Se esses pagamentos forem recebidos no que diz respeito a um Motor, sob as circunstâncias contempladas pela Cláusula 10(b) do presente, na proporção que tais pagamentos remanescentes após o reembolso da Arrendadora, por seus custos e despesas cabíveis, devam ser pagos à, ou retidos pela, Arrendatária, ressalvando-se que a Arrendatária tenha cumprido, na íntegra, com os termos da Cláusula 10(b) do presente, no que diz respeito à Ocorrência de Sinistro em relação à qual esses pagamentos são efetuados.

(d) A Arrendatária:

(1) deverá garantir que Beneficiários Adicionais sejam nomeados como beneficiários adicionais em cada um dos Seguros que cobrem a Aeronave, e a Mutuante da Arrendadora, se houver, em não havendo, então a Arrendadora, deverá ser nomeada como "Beneficiária do Sinistro", em conformidade com os termos dos seguros exigidos pelas Cláusulas (a), (b) e (c) do Documento F anexo ao presente.

(2) deverá garantir que todas as exigências legais, no que se refere ao seguro da Aeronave ou de qualquer Peça da mesma que possam, de tempo em tempo, ser impostas pelas leis do governo de registro ou por qualquer estado com destino, origem, ou sobre o qual a Aeronave tenha realizado vôos, no

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que estas afetem ou façam referências à operação da Aeronave, sejam cumpridas, e, especificamente, aquelas exigências em relação às quais seja necessário o cumprimento no sentido de garantir que (a) a Aeronave não se encontra em perigo de detenção ou caducidade, (b) os Seguros permanecem válidos e em pleno vigor e efeito, e (c) os interesses das Partes Indenizadas nos Seguros e na Aeronave, ou em qualquer Peça da mesma, não sejam pelo mesmo prejudicados;

(3) não deverá utilizar, fazer com que ou permitir que a Aeronave seja utilizada para qualquer finalidade ou de qualquer maneira que não a coberta pelos Seguros, ou fora de qualquer limite geográfico imposto por esses Seguros ou para qualquer fim ou de qualquer maneira que seja contrária à lei aplicável. A Arrendatária deverá satisfazer, bem como providenciar a satisfação, aos termos e condições de todas e de cada uma das apólices de Seguros, e não deverá praticar, consentir com a sujeição, ou concordar com qualquer ato ou omissão que invalide ou que possa invalidar ou tornar inexeqüível, ou que possa tornar inexeqüível, a totalidade ou qualquer parte de qualquer desses Seguros;

(4) deverá garantir que, em todas as épocas, no decorrer do Prazo, todos os Seguros (cujo prazo deverá incluir, para as finalidades da sentença precedente, políticas de reposição) possuam um prazo mínimo remanescente de no mínimo 10 (dez) Dias Úteis. Deverá ser entregue à Arrendadora, no mínimo 10 (dez) Dias Úteis antes da data de expiração, confirmação escrita a respeito da conclusão da renovação. Certificados de seguro, em idioma inglês, detalhando a cobertura e confirmando a concordância por parte das seguradoras em relação às exigências de seguro especificadas do presente Arrendamento, e substancialmente na mesma forma que o certificado previamente entregue, devem ser fornecidos à Arrendadora, na mesma época;

(5) deverá fornecer, ou fazer com que sejam fornecidos à Arrendadora, na Data da Entrega, ou anteriormente à mesma, e em cada aniversário anual da Data da Entrega, um relatório, assinado por uma empresa independente de corretores de seguros razoavelmente aceitável à Arrendadora (denominada doravante, no presente, simplesmente como a "Corretora de Seguros"), descrevendo, em detalhes razoáveis o seguro e o resseguro então efetuado e mentido no que diz respeito à Aeronave, e expondo o parecer dessa empresa, no sentido de que (a) todos os prêmios relacionados a esse seguro então devido, foram pagos, (b) esse seguro satisfaz os termos do presente e (c) esse seguro oferece coberturas contra riscos que sejam habitualmente segurados por outras operadoras que se encontrem em situação similar à da

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Arrendatária, e que essas coberturas sejam em formas substancialmente similares, sejam de determinados tipos, e possuam limites que se situem dentro da gama dos limites que são habitualmente segurados pelas outras operadoras que estejam em situação similar à da Arrendatária;

(6) deverá fazer com que a Corretora de Seguros concorde, imediatamente (e em qualquer circunstância dentro do prazo de 02 (dois) Dias Úteis), em comunicar a cada Beneficiário Adicional, por escrito, a respeito de qualquer inadimplência no pagamento de qualquer prêmio, assim como a respeito de qualquer outro ato ou omissão, de parte da Arrendatária, dos quais esta tenha conhecimento, e que poderiam invalidar ou tornar inexeqüível, no todo ou em parte, qualquer seguro sobre a Aeronave, ou fazer com que quaisquer Seguros tenham seu período vencido;

(7) deverá notificar, imediatamente, cada Beneficiário Adicional, a respeito de qualquer ocorrência que ofereça a probabilidade de dar origem a uma reivindicação, em conformidade com os Seguros;

(8) não deverá efetuar ou fazer com que seja efetuada qualquer modificação ou alteração aos Seguros, que seja desfavorável a qualquer das Partes Indenizadas, nem deverá praticar ou deixar de praticar qualquer ato que possa invalidar essa cobertura de seguro;

(9) deverá ser responsável por qualquer prejuízo dedutível / excluído, em conformidade com os termos dos Seguros;

(10) deverá fornecer e fazer com que o corretor de seguros da Arrendatária forneça qualquer informação relacionada, ou assessoria, conforme a Arrendadora possa razoavelmente exigir; e

(11) deverá reembolsar cada Beneficiário Adicional em relação a quaisquer prêmios (juntamente com os juros sobre os mesmos, à Taxa de Atraso, desde a data do pagamento, até a data do reembolso) pagos por qualquer destes, em conformidade com os termos da Cláusula 11(f).

(e) Qualquer importância referida na presente Cláusula 11 que seja passível de pagamento ou retenção por parte da Arrendatária não deverá ser paga ou retida pela Arrendatária se, na época desse pagamento ou retenção, tiver ocorrido uma Inadimplência ou um Evento de Inadimplência e sua existência persistir, contudo deverá ser retida ou paga à Arrendadora como garantia pelas obrigações da Arrendatária em conformidade com os termos do presente Arrendamento e, se uma Inadimplência ou se um Evento de Inadimplência tiver ocorrido e sua existência persistir, deverá ser aplicado em relação às obrigações da Arrendatária em conformidade com os termos do presente instrumento, como e quando devidas. Nessa época, conforme

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não persista a existência de qualquer Inadimplência ou Evento de Inadimplência, esse valor deverá ser pago à Arrendatária na extensão que não tenha sido previamente aplicado em conformidade com a sentença precedente.

(f) Cada um dos Beneficiários Adicionais estará autorizado, se em qualquer ocasião a Arrendatária deixar de manter os Seguros sob qualquer aspecto, a pagar os prêmios devidos ou necessários para se fazer e manter os Seguros exigidos em conformidade com os termos do presente, na extensão que esse Beneficiário Adicional considere apropriado. Quaisquer montantes assim por ela despendidos passarão a ser imediatamente devidos e passíveis de pagamento por parte da Arrendatária, juntamente com os juros sobre os mesmos à Taxa de Atraso, desde a data do dispêndio efetuado por parte desse Beneficiário Adicional, até a data de reembolso por parte da Arrendatária. Em qualquer época, enquanto essa falha persistir, a Arrendadora poderá exigir que a Aeronave permaneça em qualquer aeroporto ou (conforme possa ser o caso) que prossiga em direção e que permaneça em qualquer aeroporto por ela indicado até que essa falha seja remediada às custas e expensas da Arrendatária. Nenhum exercício dessa opção, por parte de qualquer desses Beneficiários Adicionais, deverá afetar qualquer disposição do presente Arrendamento, incluindo a disposição de que a falha, por parte da Arrendatária, em manter o seguro prescrito, deverá constituir um Evento de Inadimplência.

(g) A Arrendatária não poderá se autosegurar no que diz respeito a qualquer dos Seguros. Não obstante ao acima mencionado, a Arrendatária poderá manter uma franquia o que diz respeito aos Seguros exigidos em conformidade com os termos do presente, em um valor que não ultrapasse US$ 250.000,00, somente no que concerne a perdas parciais; ressalvando-se que essa franquia seja aplicável em bases de cobertura de frota, e ressalvando-se ainda que nenhuma dessas franquias seja aplicável no valor de um pagamento de seguro baseado em qualquer perda total ou perda total interpretativa.

Cláusula 12. Inspeção.

Em qualquer época, e de tempo em tempo, a Arrendadora, ou seus representantes autorizados, poderá(ão) inspecionar a Aeronave (sujeito à disposição estipulada no final da quinta sentença desta Cláusula 12) e inspecionar e tirar cópias dos Documentos da Aeronave e de outros livros e registros da Arrendatária, referidos na Cláusula 5(b) (às expensas da Arrendadora). Qualquer dessas inspeções da Aeronave deverão incluir uma inspeção visual à pé, no interior e exterior da Aeronave, e a abertura de

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painéis, compartimentos ou similares, cuja abertura seja razoavelmente solicitada pela Arrendadora (ficando entendido que é inerentemente razoável inspecionar painéis, compartimentos e similares se os mesmos já estiverem abertos, ou se tiverem sido abertos e não forem lacrados). A Arrendadora não terá obrigação de efetuar qualquer dessas inspeções, nem lhe incorrerão quaisquer responsabilidades ou obrigações, em virtude de não efetuar qualquer dessas inspeções. A Arrendatária deverá cooperar com solicitações razoáveis da Arrendadora, com relação a essa inspeção (incluindo informações no que se refere ao local em que a Aeronave se encontra ou se encontrará em qualquer ponto do tempo, o momento em que painéis, compartimentos ou similares estarão abertos e o horário, localização e disponibilidade do pessoal que deverá assessorar essa inspeção); ressalvando-se que, na proporção que não tenha ocorrido, nem permaneça existindo, qualquer Inadimplência ou Evento de Inadimplência, em conformidade com os termos do presente, a Arrendadora deverá apresentar à Arrendatária notificação razoável do exercício de qualquer direito de inspeção, nenhum exercício de qualquer direito de inspeção deverá interferir na operação normal da Aeronave por parte da Arrendatária. Se uma Inadimplência ou um Evento de Inadimplência tiver ocorrido e persistir, o custo de qualquer dessas inspeções correrá por conta da Arrendatária. A Arrendatária terá direito de estar presente durante qualquer checagem de manutenção pesada ou visita de motor à oficina.

Cláusula 13. Cessão.

(a) Salvo conforme de outro modo previsto no presente ou em qualquer Documento Válido, a Arrendatária, sem o consentimento prévio por escrito da Arrendadora, não cederá qualquer de seus direitos em conformidade com os termos do presente. Sujeitos ao acima mencionado, os termos e disposições do presente Arrendamento serão obrigatórios a Arrendadora e Arrendatária, bem como a seus respectivos sucessores e cessionários autorizados, e vigorarão em benefício dos mesmos.

(b) Sujeita aos termos do presente parágrafo (b), a Arrendadora poderá, em qualquer época que anteceda o Prazo, ou no decorrer do mesmo, (1) ceder todos e quaisquer de seus direitos à guisa de garantia ou de concessão de direitos reais de garantia sobre a Aeronave, os Documentos da Aeronave, os Motores, e/ou quaisquer das Peças, e sobre os seus direitos, em conformidade com os termos do presente Arrendamento e dos Documentos Válidos, a qualquer Pessoa (incluindo qualquer agente ou administrador fiduciário que esteja atuando com relação ao mesmo) como garantia pelas obrigações da Arrendadora para com essa Pessoa (denominada doravante, no

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presente, simplesmente como uma "Parte Garantida") e/ou (2) vender todos ou quaisquer de seus interesses em qualquer parte do acima mencionado a qualquer Pessoa (denominada doravante, no presente, simplesmente como um "Cessionário"). A Arrendatária, pelo presente, concorda, às custas e expensas da Arrendadora, em cooperar com a Arrendadora em dessa forma ceder o presente Arrendamento no que concerne à prestação de garantias, incluindo, sem se constituir em limitação, a assinatura e entrega de tais consentimentos, confirmações, acordos de interdição, documentos e instrumentos, conforme possam ser razoavelmente solicitados com relação ao mesmo. Qualquer cessão a um Cessionário ficará sujeita à condição de que o Cessionário celebre um contrato por meio do qual o Cessionário confirme que este será considerado como uma parte no presente Arrendamento, e que concorde em se obrigar por todos os termos, assim como se comprometer com todas as obrigações da Arrendadora, em conformidade com os termos do presente, que tenham sido assumidas pelo Cessionário. Por ocasião de uma cessão a um Cessionário, a Arrendadora será liberada de todas as obrigações e responsabilidades contidas ao amparo dos termos do presente Arrendamento e de outros Documentos Válidos, na extensão que essas obrigações e responsabilidades sejam assumidas por esse Cessionário, contudo a Arrendadora manterá todos os seus direitos, conforme no presente especificados nas Cláusulas 16(b) e (c), relativos à indenização, não obstante a essa cessão. Qualquer Parte Garantida ou Cessionária deverá ser incluída como uma Parte Indenizada e como um Beneficiário Adicional em conformidade com os termos do presente. Os contratos, compromissos, obrigações e responsabilidades contidos no presente, incluindo, sem se constituir em limitação, todas as obrigações de pagamento de Aluguel e de indenização de cada Parte Indenizada, são criados em benefício de cada Parte Garantida e do Cessionário, e de cada uma das outras Partes Indenizadas e seus respectivos sucessores e cessionários, não obstante qualquer dessas Pessoas não ter sido originariamente constituída como uma parte do presente Arrendamento, ou possa, na época em que se buscar tal execução, não se constituir como uma parte do presente Arrendamento.

Sem se constituir em limitação ao acima mencionado, os direitos fixos ou contingentes da Arrendadora no sentido de receber pagamentos em conformidade com os termos do presente, ou outros resultados oriundos do presente, são igualmente livremente passíveis de cessão e transferência por parte da Arrendadora, no todo ou em parte, sem restrições de qualquer espécie, independentemente de sua natureza.

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A Arrendatária deverá atender a todas as solicitações razoáveis da Arrendadora e de seus sucessores e cessionários no que diz respeito a qualquer transferência no presente mencionada, incluindo, sem se constituir em limitação, a emissão de certificados de seguro adicionais.

Cláusula 14. Eventos de Inadimplência.

Cada um dos seguintes eventos constituirá um Evento de Inadimplência (independentemente de qualquer desses eventos ser voluntário ou não, ou vir a ocorrer ou ser levado a efeito por força de lei, ou em conformidade ou no cumprimento de qualquer sentença, decreto ou ordem de qualquer tribunal, ou de qualquer ordem, norma ou regulamentação de qualquer órgão administrativo ou governamental):

(a) A Arrendatária não deverá ter efetuado um pagamento de Aluguel Básico ou de Reservas de Manutenção após o vencimento dos mesmos, e esse não pagamento deverá persistir por 03 (três) Dias Úteis além dessa data de vencimento; ou

(b) A Arrendatária deverá ter deixado de efetuar um pagamento de Aluguel Suplementar (outro que não o que se refira ao Valor Estipulado do Sinistro e Reservas de Manutenção) após o vencimento do mesmo, e esse não pagamento persistir por 05 (cinco) Dias Úteis além dessa data de vencimento; ou

(c) A Arrendatária deverá deixar de contratar e manter, sobre ou no que diz respeito à Aeronave (ou deverá deixar de providenciar a contratação e manutenção) de qualquer seguro cuja manutenção seja obrigatória em conformidade com as disposições da Cláusula 11 do presente (incluindo, sem se constituir em limitação, a exigência contida na Cláusula 11, no sentido de que todas as apólices de seguro, em todas as épocas, incluam um prazo mínimo de permanência de pelo menos 10 (dez) Dias Úteis); ou

(d) A Arrendatária deverá ter deixado de cumprir ou de observar qualquer outro compromisso ou acordo que devesse ser por ela cumprido ou observado em conformidade com os termos de qualquer Documento Válido (outros que não aqueles relativos a questões abrangidas pelos subparágrafos (a), (b) e (c) acima, e pelo subparágrafo (h) e (k) abaixo); ressalvando-se, entretanto, que essa falha não constituirá um Evento de Inadimplência em conformidade com os termos do presente, a menos que essa falha tenha persistido por mais de 05 (cinco) Dias Úteis posteriores a notificação por parte da Arrendadora à Arrendatária, especificando a inadimplência e exigindo que a mesma seja remediada; ou

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(e) qualquer declaração ou garantia prestada pela Arrendatária, no presente, em qualquer outro Documento Válido ou em qualquer certificado entregue com relação ao presente ou aos mesmos, deverá ter sido considerada como estando comprovadamente incorreta sob qualquer aspecto substancial, na época em que foi efetuada; ou

(f) a instauração de uma ação judicial involuntária ou de outro procedimento judicial no que diz respeito à Arrendatária ou a uma Avalista, em conformidade com os termos da legislação falimentar de qualquer país, ou de qualquer outra lei aplicável de falência, insolvência ou outra lei similar, em qualquer país aplicável ou a busca quanto à nomeação de um depositário, liquidante, cessionário, curador de bens, administrador fiduciário, expropriador (ou oficial similar) em relação à Arrendatária ou à Avalista, ou no que se refere a todos ou a substancialmente todas as suas propriedades, ou que busque a dissolução ou liquidação de seus negócios (incluindo, sem se constituir em limitação, qualquer intervenção (denominada doravante, no presente, em conformidade com os termos da legislação brasileira, simplesmente como "intervenção")) e a permanência de qualquer dessas ações judiciais ou outros procedimentos judiciais que não tenham sido indeferidos ou tenham sido suspensos por um período de 30 (trinta) dias consecutivos, ou uma ordem liminar ou o proferimento de qualquer outra ordem, sentença ou decreto em qualquer procedimento judicial por parte de qualquer tribunal com jurisdição competente nomeando, sem o consentimento da Arrendatária ou de uma Avalista, de um depositário, administrador fiduciário ou liquidante da Arrendatária ou da Avalista, ou em relação a toda ou substancialmente toda a sua propriedade, ou expropriando toda ou substancialmente toda a propriedade da Arrendatária ou da Avalista, e se qualquer dessas ordens, sentenças, decretos, nomeações ou expropriações se tornarem definitivas ou se permanecer em vigor o indeferimento, suspensão ou o não cancelamento por um período de 30 (trinta) dias consecutivos após a data de seu proferimento, ou

(g) a instauração, por parte da Arrendatária ou de uma Avalista, de uma ação judicial voluntária em conformidade com os termos das leis falimentares de qualquer país aplicável, ou em conformidade com os termos de qualquer lei aplicável de falência, insolvência ou outra lei similar, ou o consentimento, por parte da Arrendatária ou de uma Avalista, no que concerne à nomeação ou tomada de posse por parte de um depositário, liquidante, cessionário, administrador fiduciário, curador, expropriador (ou outro oficial similar) da Arrendatária ou de uma Avalista, ou em relação a toda ou a substancialmente toda a sua propriedade, ou a efetivação, por parte da Arrendatária ou de uma

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Avalista, de qualquer cessão em benefício de credores, ou se a Arrendatária praticar qualquer ato societário ou se a Avalista praticar qualquer ato que autorize qualquer um dos aspectos acima mencionados; ou

(h) a Arrendatária deverá deixar de cumprir com seus acordos contidos na Cláusula 16(a) (ii) do presente dentro do prazo de 05 (cinco) Dias Úteis do recebimento de notificação escrita desse não cumprimento por parte da Arrendadora; ou

(i) um evento de inadimplência deverá ter ocorrido em conformidade com os termos de qualquer contrato no qual a Arrendatária se constitua como uma devedora ou como uma arrendatária no que diz respeito a uma aeronave ou a motores de aeronaves; ou uma ou mais sentenças relativa(s) ao pagamento de valores em espécie deverá ter sido proferida de forma desfavorável à Arrendatária, e esse sentença não deverá ter sido efetivamente suspensa; ou a Arrendatária deverá deixar de pagar (após a expiração de qualquer período de carência ou de remediação) qualquer parcela de qualquer endividamento substancial ou de outra obrigação da Arrendatária, ou deverá ter havido uma declaração de inadimplência, uma aceleração de obrigações ou de investidura de direitos, ou qualquer exercício de recursos no que diz respeito a qualquer obrigação ou responsabilidade da Arrendatária; ou

(j) Não obstante a qualquer coisa em contrário contida na presente Cláusula 14, qualquer falha, por parte da Arrendatária, em cumprir ou observar qualquer compromisso, condição, acordo, ou qualquer erro em uma declaração ou garantia, não constituirão um Evento de Inadimplência em conformidade com os termos da presente Cláusula 14 se essa falha ou erro for ocasionada exclusivamente em virtude do fato de qualquer desses eventos que são abrangidos na definição Ocorrência de Sinistro, na proporção que a Arrendatária permaneça satisfazendo a todos os termos da Cláusula 10 do presente; ou

(k) se uma Avalista que seja uma pessoa física vir a falecer, ou se uma Avalista vir a alienar ou transferir todos ou substancialmente todos os seus ativos em uma ou mais séries de transações;

(l) se ocorrer um Evento de Inadimplência em conformidade com os termos (e conforme definido segundo) de qualquer outro contrato ou arrendamento no que diz respeito à aeronave, a motor(es) sobressalente(s), peças sobressalentes ou ferramental entre a Arrendadora (e/ou qualquer de suas coligadas) e a Arrendatária (e/ou qualquer de suas coligadas ou avalistas), incluindo, sem se constituir em limitação, o Outro Arrendamento.

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Cláusula 15. Recursos.

Por ocasião da ocorrência de qualquer Evento de Inadimplência, e em qualquer ocasião subseqüente ao mesmo, a Arrendadora poderá praticar um ou mais dos seguintes atos, conforme a Arrendadora, a seu exclusivo critério, venha a escolher:

(a) em conformidade com a lei brasileira, por meio de notificação extrajudicial escrita à Arrendatária e com vigor imediato, rescindir o presente Arrendamento de pleno direito, em conformidade com os termos contidos no artigo 119 do Código Civil Brasileiro (contudo sem prejuízo à continuidade das obrigações da Arrendatária e dos Avalistas em conformidade com os termos do presente Arrendamento e dos contratos de Garantia) sem que seja necessária qualquer solicitação ou obtenção de decisão judicial (denominada doravante, no presente, simplesmente como "interpelação") ou declaração de rescisão. A intenção das partes é a de que o presente parágrafo constitua e venha a ser interpretado como uma cláusula resolutória expressa não sujeita a disputas; e/ou

(b) instaurar processos, por meio de uma ou mais ações impetradas em tribunais competentes, no sentido de fazer valer o cumprimento do presente Arrendamento e/ou os contratos de Garantia, ou no sentido de obter restituições por danos em virtude de violação ao presente Arrendamento; e/ou

(c) tanto:

(i) não obstante ao fato de as obrigações da Arrendatária terem continuidade em conformidade com os termos do presente Arrendamento, tomar posse da Aeronave, para cuja finalidade a Arrendadora poderá ingressar em quaisquer dependências pertencentes, ocupadas, ou que se encontrem sob o controle da Arrendatária onde a Aeronave possa estar situada, ou fazer com que a Aeronave seja devolvida à Arrendadora no Local de Devolução (ou em tal outra localidade conforme a Arrendadora possa exigir), e a Arrendadora, pelo presente, de forma irrevogável, a título de garantia no que concerne às obrigações da Arrendatária em conformidade com os termos do presente Arrendamento, é nomeada procuradora da Arrendatária, no que se refere às providências de devolução ou no que se refere a instruir os pilotos da Arrendatária, ou outros pilotos, que sigam com a Aeronave com destino àquele aeroporto indicado pela Arrendadora, estando investida de todos os poderes e autorizações necessários à tomada dessa medida; quanto

(ii) por meio da apresentação formal de notificação extrajudicial que exija que a Arrendatária devolva a Aeronave e os Documentos da Aeronave à Arrendadora em tal localidade conforme a Arrendadora possa exigir, e na

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maneira e condição exigidas pela, assim como de outro modo, em conformidade com as disposições da Cláusula 5 e Documento E do presente Arrendamento, como se essa Aeronave estivesse sendo devolvida ao final do Prazo. Caso, por qualquer razão, independentemente de sua natureza, a Arrendatária deixar de devolver a Aeronave, em conformidade com os termos da presente Cláusula 15(c)(ii), a Arrendatária será considerada de forma a estar detendo a posse ilegal da Aeronave (denominada doravante, no presente, simplesmente como "esbulho possessório"), o que terá autorizado a Arrendadora a buscar e obter um mandado judicial relativo à imediata reintegração de posse da Aeronave, em conformidade com o artigo 928 do Código de Processo Civil Brasileiro. Se qualquer motor instalado na Aeronave na época da reintegração de posse, em conformidade com os termos da presente Cláusula, não se constituir como um Motor, em virtude de estar recebendo serviços de manutenção em conformidade com a Cláusula 7 acima, a Arrendadora deverá devolver esse motor à Arrendatária posteriormente à ocorrência da reintegração de posse, e tão brevemente quanto a Arrendatária disponibilize à Arrendadora o Motor que foi substituído por esse motor; e/ou

(d) praticar qualquer ato que possa ser necessário para remediar o Evento de Inadimplência e reaver, a partir da Arrendatária e/ou de qualquer Avalista, os custos incorridos nessa prática;

(e) vender a Aeronave, os Documentos da Aeronave e os documentos referidos na Cláusula 5(b) do presente em venda pública ou privada, conforme a Arrendadora possa decidir, ou de outro modo alienar, deter, utilizar, operar, arrendar a outros ou manter ociosos a Aeronave, os Documentos da Aeronave, e os documentos mencionados na Cláusula 5(b) do presente, conforme a Arrendadora, a seu exclusivo critério, possa decidir, tudo livre e desembaraçado de quaisquer direitos da Arrendatária, salvo conforme venha a ser estipulado doravante na presente Cláusula 15. A Arrendadora poderá tomar todas as medidas necessárias para efetuar o cancelamento de registro da Aeronave junto ao Registro Aeronáutico Brasileiro e sua exportação do Brasil por ocasião da rescisão prematura do presente Arrendamento. A Arrendatária, pelo presente, de forma irrevogável e a título de garantia no que se refere a suas obrigações em conformidade com os termos do presente Arrendamento, nomeia a Arrendadora como sua procuradora para assinar e entregar qualquer documentação, bem como para praticar qualquer ato ou realizar qualquer coisa necessária com relação ao acima mencionado;

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(f) A Arrendadora poderá exercer tais direitos e recursos especificados no presente ou conforme se encontrem à disposição em conformidade com os termos da lei aplicável, no que diz respeito ao Depósito de Garantia e outros valores em espécie que garantam as obrigações da Arrendatária em conformidade com os termos do presente, ou de acordo com quaisquer outros direitos e recursos permitidos pela lei aplicável ou na jurisdição de eqüidade.

Adicionalmente ao acima mencionado, a Arrendatária será responsável, salvo conforme de outro modo acima previsto, sem duplicação das importâncias a serem pagas em conformidade com os termos do presente, por todo e qualquer Aluguel devido e não pago em conformidade com os termos do presente, antes, durante ou depois do exercício de qualquer dos recursos acima mencionados, e por todos os honorários advocatícios cabíveis e reais, bem como pelos outros custos e despesas incorridas pela Arrendadora com relação ao exercício dos recursos da Arrendadora, em conformidade com os termos do presente, incluindo a devolução da Aeronave, dos Documentos da Aeronave e dos documentos mencionados na Cláusula 5(b), em conformidade com os termos da Cláusula 5 e Documento E do presente, ou na colocação da Aeronave na condição e com o certificado de aeronavegabilidade, conforme exigidos por essa Cláusula.

Salvo conforme de outro modo expressamente previsto acima, nenhum remédio mencionado na presente Cláusula 15 tem a intenção de ser exclusivo, mas sim, cada um deles será cumulativo e adicional a qualquer outro remédio acima referido ou que esteja de outro modo disponível à Arrendadora segundo a lei ou na jurisdição de eqüidade; e o exercício ou o início de exercício, por parte da Arrendadora, de qualquer um ou mais desses recursos, não impedirá o exercício simultâneo ou posterior, por parte da Arrendadora, de todos ou qualquer desses outros recursos. Nenhuma renúncia por parte da Arrendadora de qualquer Evento de Inadimplência se constituirá, de qualquer maneira, ou será interpretada de forma a constituir, uma renúncia a qualquer Evento de Inadimplência futuro ou subseqüente. Na extensão permitida pela lei aplicável, a Arrendatária, pelo presente, renuncia a todos e quaisquer direitos de notificação e audiência judicial no que diz respeito à reintegração de posse da Aeronave, da Estrutura da Aeronave, dos Documentos da Aeronave, dos documentos mencionados na Cláusula 5(b), ou de qualquer Motor, por parte da Arrendadora, por ocasião da ocorrência de um Evento de Inadimplência, e concorda que, salvo conforme possa ser exigido por lei, a Arrendadora não será obrigada a vender ou arrendar a Aeronave, a Estrutura da Aeronave, os Documentos da Aeronave e os documentos mencionados na Cláusula 5(b), ou qualquer Motor, com o

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intuito de reduzir, compensar ou atenuar os danos pelos quais a Arrendatária é responsável, em conformidade com os termos do presente.

Se, por ocasião da expiração do Prazo do presente Arrendamento, a Arrendadora tiver dívidas, para com a Arrendatária, no que se refere a uma importância em dinheiro, e não tiver pago essa importância em dinheiro em função da existência de uma Inadimplência ou de um Evento de Inadimplência, a Arrendadora deverá pagar essa importância à Arrendatária, imediatamente, assim que esta seja sanada, a menos que essa importância tenha sido previamente aplicada contra quaisquer Despesas incorridas pela Arrendadora em conseqüência dessa Inadimplência ou desse Evento de Inadimplência.

Cláusula 16. Outras Garantias; Indenização Fiscal; Indenização Geral; Etc.

(a) **Outras Garantias**.

(i) Imediatamente após a assinatura e entrega de cada Suplemento de Arrendamento periodicamente exigido pelos termos do presente, e por ocasião da assinatura e entrega de qualquer aditamento ao presente Arrendamento, a Arrendatária, às suas expensas (salvo conforme de outro modo previsto nos Documentos Válidos), fará com que esse Suplemento de Arrendamento (e, em caso de Arrendamento Inicial, o Suplemento e o presente Arrendamento) ou o aditamento seja devidamente arquivado e registrado, e por direito mantido junto à Autoridade de Registro. Adicionalmente, a Arrendatária, às suas expensas, imediata e devidamente, assinará e entregará à Arrendadora, tais outros documentos, bem como tomará tais outros medidas, conforme a Arrendadora possa, de tempo em tempo, solicitar, de forma razoável, com o intuito de levar a efeito, de forma mais eficaz, a intenção e o propósito do presente Arrendamento, e de determinar e manter os direitos e recursos criados ou que se pretenda criar em favor da Arrendadora, em conformidade com os termos do presente, incluindo, sem se constituir em limitação, se solicitado pela Arrendadora, às expensas da Arrendatária, a assinatura e entrega dos suplementos e aditamentos ao presente, em conformidade com as leis de tais jurisdições conforme a Arrendadora possa, de tempo em tempo, solicitar de forma razoável.

(ii) A Arrendatária fornecerá à Arrendadora, no curso do Prazo:

(1) **Demonstrações Intercalares**. Tão brevemente quanto possível após o encerramento de cada período fiscal intercalar em cada exercício social da Arrendatária, e em qualquer circunstância dentro do prazo de 60 dias subseqüentes ao mesmo, duplicatas de

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(x) um balanço patrimonial consolidado da Arrendatária, com base no encerramento desse período intercalar, expondo, de forma comparativa, o valor relativo ao encerramento do período correspondente do exercício social precedente,

(y) demonstrações de resultados e lucros acumulados consolidadas da Arrendatária, relativas a esse período intercalar, e

(z) demonstrações de fluxo de caixa consolidadas da Arrendatária, relativas à parcela do exercício social que finda com esse período intercalar;

em cada um dos casos, preparados conforme sejam aplicáveis e certificados, de forma consistente pelo Diretor Financeiro da Arrendatária como tendo sido preparados segundo normas contábeis internacionais geralmente aceitas, aplicadas de forma consistente; e

(2) **Demonstrações Anuais**. Tão brevemente quanto possível após o encerramento de cada exercício social da Arrendatária, e em qualquer circunstância dentro do prazo de 90 dias subseqüentes ao mesmo (e expressas em dólares norte-americanos e no idioma inglês, dentro do prazo de 135 dias subseqüentes ao mesmo), duplicatas de:

(x) um balanço patrimonial consolidado da Arrendatária, com base no encerramento desse exercício, e

(y) demonstrações de resultados e lucros acumulados e de fluxo de caixa consolidadas da Arrendatária, em relação a esse exercício,

preparados em conformidade com normas contábeis internacionais geralmente aceitas, expressando, em cada um dos casos, em forma comparativa, os números relativos ao exercício social anterior e acompanhados por um relatório de auditoria sem ressalvas, de um empresa de auditores independentes de idoneidade reconhecida e aceitável à Arrendadora, no sentido de que esse balanço patrimonial e as demonstrações consolidadas tenham sido preparadas em conformidade com normas contábeis internacionais geralmente aceitas, aplicadas de forma consistente; e

(3) **Notificação de Inadimplência ou Inadimplência Reivindicada**. Imediatamente após um diretor da Arrendatária se tornar ciente da existência de uma Inadimplência ou de um Evento de Inadimplência, uma notificação escrita especificando a natureza da Inadimplência ou do Evento de Inadimplência, bem como especificando a medida que a Arrendatária está tomando ou propõe tomar no que diz respeito à mesma; e

(4) **Certificado Anual**. No aniversário anual da Data da Entrega, ou antes do mesmo, a Arrendatária entregará à Arrendadora um certificado da

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Arrendatária, assinado pelo Presidente, por um vice-presidente, pelo Diretor Financeiro ou pelo principal executivo da área contábil da Arrendatária, no sentido de que o signatário está familiarizado ou examinou os termos importantes de cada um desses Documentos da Arrendatária, e no sentido de que o signatário não tem conhecimento da existência, com base na data desse certificado, de qualquer condição ou evento que constitua uma Inadimplência ou um Evento de Inadimplência; e

(5) **Outras Informações Financeiras**. Mediante solicitação escrita da Arrendadora, a Arrendatária deverá fornecer imediatamente à Arrendadora, tais outras demonstrações contábeis e dados de contabilidade a ela relacionados, conforme a Arrendadora possa solicitar periodicamente.

(b) **Indenização Fiscal Geral**.

(i) **Indenização**. Salvo conforme previsto na Cláusula 16(b)(ii) abaixo, a Arrendatária deverá pagar, e mediante solicitação escrita deverá indenizar e manter cada Parte Indenizada isenta de prejuízos provenientes e relacionados a todos e quaisquer Impostos tributados, inclusive à guisa de retenção na fonte, contra qualquer Parte Indenizada, contra a Arrendatária ou qualquer Coligada, a Aeronave, a Estrutura da Aeronave, qualquer Motor ou qualquer Peça do mesmo ou interesses nos mesmos, por parte do governo federal, estadual ou local do Brasil, ou de outra autoridade tributária no Brasil, ou por parte de qualquer outro governo estrangeiro ou qualquer autoridade fiscal internacional, ou por parte de qualquer subdivisão política ou autoridade fiscal de qualquer dos acima mencionados, por ocasião ou no que diz respeito (A) à construção, aceite, rejeição, entrega, recusa em entregar, transporte, propriedade, controle, registro, renovação de registro, cancelamento de registro, montagem, seguro, posse, reintegração de posse, operação, localização, aterrissagem, partida, utilização, condição, manutenção, reparo, venda, devolução, abandono, preparação, instalação, armazenagem, reentrega, fabricação, arrendamento, subarrendamento, modificação, reconstrução, exportação, transferência de titularidade ou outra aplicação ou alienação, ou a imposição de qualquer Direito de Retenção sobre a Aeronave, a Estrutura da Aeronave, qualquer Motor ou Peça de qualquer dos mesmos, ou interesse nos mesmos (ou o fato de atrair sobre si qualquer responsabilidade no sentido de restituir ou pagar qualquer juro em conseqüência de qualquer desses Direitos de Retenção), (B) a qualquer valor pago ou a ser pago em conformidade ou com relação ao presente Arrendamento e a quaisquer aditamentos, suplementos ou modificações ao mesmo, que tenham sido aprovados pela Arrendatária, (C) de outro modo, no que diz respeito à Transação ou (D) à Aeronave, à Estrutura da Aeronave,

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aos Motores, às Peças ou a qualquer parte dos mesmos. Se a Arrendatária for constrangida por lei a efetuar qualquer pagamento, em conformidade com os termos do presente, que esteja sujeito a qualquer Imposto de Renda ou outra dedução ou retenção na fonte, e a parte recipiente não receber efetivamente, em relação a seu próprio benefício na data do vencimento, uma importância líquida igual à importância integral prevista em conformidade com os termos do presente Arrendamento, a Arrendatária:

(w) garantirá que a dedução ou retenção na fonte não excederá o mínimo legalmente exigido;

(x) pagará, imediatamente, à Arrendadora, tal importância adicional conforme venha a resultar na importância líquida recebida pela arrendadora, sendo equivalente à importância que teria sido recebida pela Arrendadora caso essa dedução ou retenção na fonte não tivesse sido efetuada;

(y) pagará às autoridades fiscais competentes ou a outras autoridades, dentro do período de pagamento permitido pela lei aplicável, a importância total da dedução ou da retenção na fonte; e

(z) mediante solicitação por parte da Arrendadora, fornecerá, à Arrendadora, comprovantes do pagamento integral da importância total da dedução ou retenção na fonte às autoridades fiscais competentes ou a outras autoridades e, tão brevemente quanto possível após a emissão desse recibo, um recibo oficial das autoridades fiscais competentes ou das outras autoridades, em relação a todas as importâncias assim deduzidas ou retidas na fonte.

(ii) Exclusões à Indenização Fiscal Geral. As disposições da Cláusula 16(b)(i) não serão aplicáveis a Impostos de Renda (conforme o termo é definido na Cláusula 16(b)(vii)) tributados a uma Parte Indenizada pelo governo federal dos Estados Unidos; ressalvando-se, entretanto, que as disposições da presente Cláusula 16(b)(ii) não serão aplicáveis a quaisquer Impostos tributados por qualquer governo federal, estadual ou local, ou a outra autoridade fiscal no âmbito dos Estados Unidos ou Brasil, ou por qualquer outro governo estrangeiro ou subdivisão do mesmo ou de qualquer autoridade internacional ou qualquer subdivisão política ou autoridade fiscal de qualquer dos acima mencionados, no que diz respeito ao recebimento ou incidência de qualquer pagamento de indenização em conformidade com os termos da presente Cláusula 16(b) ou Cláusula 16(c).

(iii) **Cálculo de Pagamentos de Indenização Fiscal Geral**. Qualquer pagamento que a Arrendatária seja obrigada a efetuar à ou no que se refere à conta de uma Parte Indenizada no que diz respeito a qualquer Imposto sujeito a indenização em conformidade com os termos da presente Cláusula 16(b) deverá incluir o valor necessário para manter essa Parte Indenizada isenta de

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prejuízos em uma base pós-impostos, em relação ao valor de todos e quaisquer Impostos cujo pagamento deva ser obrigatoriamente efetuado por essa Parte Indenizada em conseqüência do recebimento ou incidência de qualquer desses pagamentos em conformidade com as leis de qualquer governo federal, estadual ou local, ou de acordo com outra autoridade fiscal no âmbito dos Estados Unidos, Brasil, qualquer governo estrangeiro ou subdivisão do mesmo, ou segundo uma autoridade internacional ou qualquer subdivisão política ou autoridade fiscal de qualquer dos acima mencionados.

(iv) **Relatórios**. A Arrendatária fornecerá, às suas expensas, determinadas informações mantidas ou de obtenção imediata por parte da Arrendatária, conforme possam ser razoavelmente solicitadas por uma Parte Indenizada (incluindo diários de bordo, conforme apropriado) ou exigidas no sentido de possibilitar a essa Parte Indenizada a efetivação de seu arquivamento de impostos, ou outras informações que se reportem a exigências relacionadas à Transação. Se qualquer relatório, declaração ou demonstração tiver seu arquivamento obrigatório no que diz respeito a qualquer Imposto que esteja sujeito a indenizações em conformidade com os termos da presente Cláusula 16(b), a Arrendatária, às suas próprias expensas, deverá arquivar os mesmos tempestivamente (salvo no que se refere a qualquer desses relatórios, declarações ou demonstrações que uma Parte Indenizada tenha notificado a Arrendatária no sentido de esta pretender arquivar, ou no que se refere a declarações de Imposto de renda ou qualquer outra declaração, relatório ou demonstração que essa Parte Indenizada seja obrigada por lei a arquivar em seu próprio nome ou em relação a qualquer relatório, declaração ou demonstração cujo arquivamento não tenha como base a operação ou a movimentação da Aeronave (ou de qualquer Peça) por parte da Arrendatária). A Arrendatária não terá qualquer obrigação, em conformidade com os termos da sentença precedente, se a Parte Indenizada, após o recebimento de solicitação escrita por parte da Arrendatária, deixar de fornecer à Arrendatária tal informação conforme esta se encontre, de forma peculiar, sob o controle da Parte Indenizada, e conforme seja necessária para arquivar tais declarações. A Arrendatária arquivará ou fará com que sejam arquivados qualquer relatório, declaração ou demonstração, assim como tomará tais medidas e assinará tais documentos conforme sua tomada seja obrigatória, por lei, por parte da Arrendatária, ou conforme razoavelmente solicitado pela Parte Indenizada conforme possam ser razoáveis e necessárias à execução do objeto do presente. A Arrendatária será responsável, para com cada uma das Partes Indenizadas, por quaisquer multas, penalidades ou juros impostos em conseqüência da incapacidade da Arrendatária no que concerne

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ao cumprimento de suas obrigações em conformidade com os termos do presente.

(v) **Pagamento**. A Arrendatária deverá pagar qualquer Imposto pelo qual esta seja responsável em conformidade com os termos da presente Cláusula 16(b) diretamente à autoridade fiscal apropriada, ou, se previamente pagos por uma Parte Indenizada, contra apresentação, por essa Parte Indenizada, a essa Parte Indenizada, dentro do prazo de 15 Dias Úteis dessa solicitação, contudo de forma alguma em prazo superior a cinco Dias Úteis que antecedam a data que esse Imposto é devido, em fundos imediatamente disponíveis. Qualquer dessas solicitações de pagamento por parte de uma Parte Indenizada deverá especificar, em detalhes razoáveis, o valor do pagamento e os fatos sobre os quais se baseia o direito ao pagamento, e deverão ser verificadas de forma razoavelmente satisfatória à Arrendatária. Cada uma das Partes Indenizadas deverá encaminhar, imediatamente, à Arrendatária, qualquer notificação, nota ou comunicado que tenha a natureza de uma notificação ou nota por ela recebidos no que se refere a qualquer Imposto. Tão brevemente quanto possível após cada pagamento, efetuado pela Arrendatária, de qualquer Imposto, a Arrendatária deverá fornecer à Parte Indenizada apropriada o original ou uma cópia autenticada de um recibo pelo pagamento desse Imposto pela Arrendatária, ou tal outro comprovante de pagamento desse Imposto conforme seja razoavelmente aceitável à Parte Indenizada.

(vi) **Definição de Parte Indenizada**. Para as finalidades da presente Cláusula 16(b), o termo Parte Indenizada significará e incluirá os sucessores e cessionários autorizados de cada respectiva Parte Indenizada, bem como qualquer grupo consolidado, combinado ou unitário da qual a Parte Indenizada se constitua como um membro se esse grupo for tratado como um contribuinte único para fins de qualquer Imposto.

(vii) **Imposto de Renda**. Para as finalidades da presente Cláusula 16(b), o termo Imposto de Renda significa, no caso de uma Parte Indenizada, qualquer Imposto tributado com base na, ou medido pela, ou no que diz respeito à renda bruta ou líquida (incluindo, sem se constituir em limitação, Impostos de ganhos de capital, Impostos sobre o mínimo ou sobre o mínimo alternativo, Impostos sobre itens com preferência Fiscal, Impostos sobre lucros acumulados, Impostos sobre companhias controladoras pessoais e Impostos sobre sucessões ou espólio) e juros, acréscimos a impostos, multas ou outros encargos no que diz respeito aos mesmos (em qualquer circunstância, outros que não impostos de retenção na fonte, sobre as vendas, utilização, locação, licença, *ad valorem*, sobre a propriedade ou Impostos

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sobre o valor agregado, ou Impostos que tenham a natureza desses Impostos).

(c) **Indenização Geral**.

(i) **Indenização**. A Arrendatária, pelo presente, concorda em assumir a responsabilidade, e desde já concorda em indenizar, proteger, resguardar e manter cada uma das Partes Indenizadas isentas de prejuízos, a partir e contra todas e quaisquer responsabilidades, obrigações, prejuízos, danos, penalidades, reivindicações, ações judiciais, processos e custas, despesas e desembolsos relacionados, incluindo honorários e despesas advocatícios e investigativos cabíveis, independentemente de qual seja sua espécie ou natureza (para as finalidades da presente Cláusula 16(c), passando a ser denominados doravante, quando referidos de forma coletiva, simplesmente como "Despesas"), impostos, asseverados ou incorridos por qualquer Parte Indenizada, de qualquer maneira relativos ou decorrentes do presente Arrendamento, dos outros Documentos Válidos ou das transações contempladas pelo presente ou pelos mesmos, incluindo, contudo sem se constituir em limitação (A) a violação, por parte da Arrendatária, de seus compromissos contidos no presente ou nos mesmos, ou a imprecisão ou imperfeição de qualquer declaração ou garantia da Arrendatária, contida no presente ou nos mesmos, ou a execução de quaisquer dos termos do presente ou dos mesmos e (B) reivindicações por parte de terceiros relativas à construção, aceite, rejeição, entrega, recusa em entregar, transporte, propriedade, controle, registro, renovação de registro, cancelamento de registro, montagem, posse, reintegração de posse, operação, localização, aterrissagem, partida, utilização, condição, manutenção, reparo, venda, devolução, abandono, preparação, instalação, armazenagem, reentrega, fabricação, arrendamento, subarrendamento, modificação, reconstrução, importação, transferência de titularidade ou outra aplicação ou alienação, ou a imposição de qualquer Direito de Retenção sobre a Aeronave, a Estrutura da Aeronave, os Documentos da Aeronave, qualquer Motor ou Peça dos mesmos, ou interesse nos mesmos (ou o fato de atrair sobre si qualquer responsabilidade no sentido de restituir ou pagar qualquer juro em conseqüência de qualquer desses Direitos de Retenção), incluindo, sem se constituir em limitação, vícios latentes ou outros vícios, independentemente se passíveis de serem constatados ou não, responsabilidade estrita por ato ilícito, e qualquer reivindicação em virtude da violação de privilégios de patente, direitos de marca registrada ou direitos autorais.

Entretanto, a Arrendatária não será obrigada a indenizar qualquer Parte Indenizada em conformidade com os termos da presente Cláusula 16(c) por

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(A) qualquer Imposto, (B) Despesas expressamente acordadas quanto a seu pagamento pela Parte Indenizada, em conformidade com os termos do presente Arrendamento.

(ii) **Pagamentos, Subsistência e Outras Disposições**. Todos os valores a serem pagos pela Arrendatária em conformidade com os termos da presente Cláusula 16(c) deverão (A) ser passíveis de pagamento diretamente às partes autorizadas à indenização dentro do prazo de 10 Dias Úteis da apresentação de solicitação escrita em relação aos mesmos e (B) ser ajustados para pagamento em uma base pós-impostos, conforme disposto na Cláusula 16(b)(i), como se esse valor fosse passível de pagamento como obrigação de indenização especificada em conformidade com os termos da referida Cláusula. Todas as indenizações nesta contidas e na Cláusula 16(c) deverão permanecer em pleno vigor e efeito não obstante à expiração ou outra rescisão do presente Arrendamento, e são expressamente efetuadas em benefício, e serão exeqüíveis diretamente por parte de cada uma das Partes Indenizadas. As obrigações da Arrendatária, em conformidade com os termos da presente Cláusula 16(c) deverão ser tais conforme as de um devedor principal, independentemente de a Parte Indenizada vir a ser igualmente indenizada ou não no que diz respeito à mesma questão, em conformidade com os termos de qualquer outro contrato por parte de qualquer outra Pessoa.

Cláusula 17. **Notificações**.

Todas as notificações exigidas em conformidade com os termos e disposições do presente deverão ser no idioma inglês e por escrito (incluindo fac-símile ou documento escrito similar) e serão válidas (a) se enviadas por fac-símile, no momento em que transmitidas e em que recebida confirmação apropriada, e (b) se enviadas por meio de serviço de *courier* internacionalmente conceituado, no momento em que recebidas ou pessoalmente entregues, endereçadas:

(i) se à Arrendadora,

Pacific Coast Group, Inc.
3291 N. Buffalo Dr.
Suite 8
Las Vegas, NV 89129
Aos cuidados de: Lawrence W. Olson.
Telefone: 702 256 8203.
fac-símile: 702 256 7209.

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ou a tal outro endereço ou número de fac-símile conforme a Arrendadora venha a indicar, por escrito, de tempo em tempo, à Arrendatária; e

(ii) se à Arrendatária,

Total Linhas Aéreas S.A.

Av. Senador Salgado Filho, 5397.

Uberaba, Curitiba, Paraná, Brasil.

Aos cuidados de: Alfredo Meister Neto, Presidente

Telefone: 55/11 41 376 1710.

fac-símile: 55/11/41/376/1710

ou a tal outro endereço ou número de fac-símile conforme a Arrendatária venha a indicar, de tempo em tempo, por escrito, à Arrendadora.

Cláusula 18. Arrendamento Líquido, Inexistência de Compensações, Reconvenções, etc.

(a) O presente Arrendamento se constitui em um arrendamento líquido, e, salvo conforme de outro modo explicitamente disposto no presente, tem como objetivo o pagamento, por parte da Arrendatária, de todos os custos e despesas de qualquer natureza, quer previstas ou não, ordinárias ou extraordinárias, ou estruturais ou não estruturais, com relação à utilização, operação, manutenção, seguro, reparo, reposição de Peças, impostos e alterações e modificações necessários sobre ou no que diz respeito à Estrutura da Aeronave, e cada Motor, por parte da Arrendatária, incluindo os custos e despesas especificamente estipulados no presente Arrendamento. O Aluguel que a Arrendatária é obrigada a pagar deverá ser pago sem fatura, notificação ou demanda, e sem compensação, reconvenção, abatimento, suspensão, dedução ou justificativa, ou qualquer outro direito que a Arrendatária possa ter contra a Arrendadora por qualquer razão, independentemente de sua natureza.

(b) Salvo conforme de outro modo expressamente previsto, o presente Arrendamento não será rescindido, nem a Arrendatária terá qualquer direito de rescindir o presente Arrendamento ou estará autorizada a abatimento, suspensão, adiamento ou redução de qualquer Aluguel que a Arrendatária seja obrigada a pagar em conformidade com os termos do presente, nem as obrigações da Arrendatária, em conformidade com os termos do presente, serão afetadas em virtude (A) de qualquer avaria, destruição ou sinistro relacionado a toda ou qualquer parte da Estrutura da Aeronave ou de qualquer Motor, independentemente de qual seja sua causa, (B) da perda, roubo, ou da inacessibilidade a qualquer parte da Estrutura da Aeronave ou de qualquer Motor, (C) de a Estrutura da Aeronave, qualquer Motor ou

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qualquer parte dos mesmos serem tomados por meio de desapropriação, confisco, requisição ou de outro modo, (D) da proibição, limitação ou restrição de utilização, por parte da Arrendatária, de toda ou qualquer parte da Estrutura da Aeronave, ou de qualquer Motor, ou da interferência nessa utilização por parte de qualquer Pessoa, (E) da inadequação ou incorreção da descrição de qualquer parte da Estrutura da Aeronave ou de qualquer Motor, (F) da aquisição ou propriedade, por parte da Arrendatária, de toda ou de qualquer parte da Estrutura da Aeronave ou de qualquer Motor, de outro modo que não em conformidade com uma disposição expressa do presente Arrendamento, (G) de qualquer vício ao atender as especificações, condições, capacidade de comercialização, projeto, aeronavegabilidade, qualidade, durabilidade, operação ou adequação ao uso ou a qualquer finalidade da Estrutura da Aeronave ou de qualquer Motor, ou de qualquer parte dos mesmos, (H) de qualquer processo de insolvência, falência, reorganização ou procedimentos similares impetrados pela ou contra a Arrendatária, a Arrendadora, ou qualquer outra Pessoa, (I) de qualquer violação, inadimplência ou deturpação por parte da Arrendadora, em conformidade com os termos do presente Arrendamento, ou de qualquer outro Documento Válido, ou de qualquer dos documentos mencionados no presente ou nos mesmos, (J) de qualquer invalidade ou inexeqüibilidade, no todo ou em parte, do presente Arrendamento, ou de qualquer Documento Válido, ou de quaisquer outros documentos referidos no presente ou nos mesmos, ou de qualquer outra ineficácia contida no presente ou nos mesmos, ou de qualquer ausência de poder ou autoridade de qualquer parte do presente Arrendamento, ou de qualquer outro Documento Válido, ou de quaisquer desses documentos em relação à celebração dos mesmos, ou em virtude de qualquer rescisão do presente Arrendamento por força de lei, ou (K) de qualquer outra circunstância, acontecimento ou ato, independentemente de sua natureza, quer previstos ou não, ou similares a qualquer dos tópicos acima mencionados, sendo intenção das partes do presente que as obrigações da Arrendatária sejam absolutas e incondicionais, e que constituam compromissos e acordos isolados e independentes, e que permaneçam sem ser afetados, a menos e até que os compromissos tenham sido rescindidos em conformidade com uma disposição expressa do presente Arrendamento.

Salvo conforme expressamente previsto no presente, a Arrendatária renuncia a todos os direitos dos quais esta esteja no momento investida, ou que lhe venham a ser doravante conferidos por lei (x) no sentido de abandonar, extinguir, rescindir ou desistir do presente Arrendamento, ou da Estrutura da Aeronave ou de qualquer Motor ou qualquer parte dos mesmos, ou (y) em

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relação a qualquer abatimento, suspensão, adiamento, devolução ou redução do Aluguel.

Cláusula 19. RESERVADA.

Cláusula 20. Disposições Diversas, Direito Aplicável: Despesas.

(a) Qualquer disposição do presente Arrendamento que seja proibida ou inexeqüível em qualquer jurisdição, no que concerne a tal jurisdição, será ineficaz na extensão dessa proibição ou inexeqüibilidade, sem invalidar as disposições remanescente do presente, e qualquer dessas proibições ou inexeqüibilidades, em qualquer jurisdição, não invalidará ou tornará inexeqüível essa disposição em qualquer outra jurisdição. Na extensão permitida pela lei aplicável, a Arrendatária, pelo presente, renuncia a qualquer disposição de lei que torne quaisquer disposições do presente proibidas ou inexeqüíveis sob qualquer aspecto. Nenhum termo ou disposição do presente Arrendamento poderá ser alterado, renunciado, descartado ou rescindido verbalmente, mas sim somente por meio de um instrumento por escrito, assinado pela parte contra a qual a se busca execução da alteração, renúncia, descarte ou rescisão. O presente Arrendamento constituir-se-á em um contrato de arrendamento, e nada contido no presente deverá ser interpretado de forma a transmitir à Arrendatária qualquer direito, título de propriedade ou interesse na Aeronave ou nos Documentos da Aeronave, salvo apenas na qualidade de uma arrendatária. Os subtítulos de cláusula e parágrafos, no presente Arrendamento, e no índice, existem apenas por conveniência de consulta, e não deverão modificar, definir, expandir ou limitar quaisquer dos termos ou disposições do presente, e todas as referências contidas no presente a Cláusulas numeradas, a menos que de outro modo indicado, constituirão referências às Cláusulas do presente Arrendamento. O presente Arrendamento poderá ser assinado pelas partes do presente em vias separadas, cada uma das quais, quando dessa forma assinadas e entregues, constituirão um original, contudo todas essas vias, consideradas em conjunto, não constituirão mais do que um e o mesmo instrumento. As declarações, garantias, compromissos, acordos e indenizações da Arrendatária, expressas no presente Arrendamento, e as obrigações da Arrendadora e da Arrendatária, em conformidade com os termos do presente, subsistirão à expiração ou a outra rescisão do presente Arrendamento, na extensão necessária ao pleno cumprimento e satisfação dos mesmos.

(b) O PRESENTE ARRENDAMENTO FOI ENTREGUE EM LAS VEGAS, ESTADO DE NEVADA [EUA], E SERÁ, SOB TODOS OS ASPECTOS, REGIDO E INTERPRETADO EM CONFORMIDADE COM

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AS LEIS DO ESTADO DE NEVADA, INCLUINDO TODAS AS QUESTÕES DE INTERPRETAÇÃO, VALIDADE E CUMPRIMENTO, CONTUDO EXCLUINDO OS PRINCÍPIOS DE CONFLITOS DE LEIS DE NEVADA.

(c) A Arrendatária concorda, (a) na extensão que as transações contempladas pelo presente deixarem de ser consumadas, em pagar ou reembolsar a Arrendadora por todos os custos de desembolso e despesas cabíveis relativos ao desenvolvimento, preparação e assinatura do presente Arrendamento e dos outros Documentos Válidos, e de quaisquer outros documentos preparados com relação ao presente ou aos mesmos, e à consumação das transações contempladas pelo presente e pelos mesmos, incluindo, sem se constituir em limitação, os honorários e despesas de desembolso cabíveis de advogados da Arrendadora, (b) em pagar ou reembolsar a Arrendadora por todos os seus custos e despesas de desembolso, incorridos com relação a qualquer aditamento, suplemento ou modificação efetuada ao presente Arrendamento e a outros Documentos Válidos, incluindo, sem se constituir em limitação, os honorários e despesas de desembolso de advogados da Arrendadora, (c) em pagar ou reembolsar a Arrendadora por todos os seus custos e despesas incorridos com relação à execução ou preservação de quaisquer direitos em conformidade com os termos do presente Arrendamento, dos outros Documentos Válidos e de quaisquer desses outros documentos, incluindo, sem se constituir em limitação, os honorários e despesas de desembolso de advogados da Arrendadora, (d) em pagar, indenizar e manter a Arrendadora isenta de prejuízos provenientes de todas e quaisquer taxas de registro e arquivamento, e de todas e quaisquer responsabilidades no que diz respeito, ou resultantes de qualquer atraso no pagamento de direitos de selo, impostos sobre o consumo e outros impostos, se houver, impostos estes que possam ser passíveis de pagamento com relação à assinatura e entrega, ou no que se refere à consumação de qualquer das transações contempladas, ou qualquer aditamento, suplemento ou modificação, ou qualquer renúncia ou consentimento efetuado em conformidade ou no que diz respeito ao presente Arrendamento, aos outros Documentos Válidos, e a qualquer desses outros documentos. Os termos do presente Arrendamento e dos outros Documentos Válidos superam, em sua totalidade, quaisquer declarações escritas ou verbais anteriores, efetuadas pela Arrendadora ou pela Arrendatária.

(d) A Arrendatária, pelo presente (a) se sujeita, irrevogavelmente, à jurisdição não exclusiva (i) dos tribunais do Estado de Nevada e (ii) ao Juízo Federal de Primeira Instância dos Estados Unidos, para o distrito que inclui a

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Cidade de Las Vegas, no Estado de Nevada [EUA], para fins de qualquer processo, ação ou outro procedimento judicial decorrente do presente Arrendamento, ou de qualquer outro Documento Válido, ou do objeto em questão do presente ou dos mesmos, ou de qualquer das transações contempladas pelo presente ou pelos mesmos, impetrado por ou em nome da Arrendadora ou de suas sucessoras, sub-rogados ou cessionários, (b) concorda, de forma irrevogável, que todas as reivindicações, no que diz respeito a essa ação ou procedimento judicial, deverão ter audiência e julgamento em qualquer dessas varas estaduais ou federais do Estado de Nevada, (c) renuncia, de maneira irrevogável, na mais ampla extensão que a Arrendatária o possa efetivamente renunciar, à defesa baseada na inconveniência de fórum relativa à manutenção de qualquer dessas ações ou procedimentos judiciais, e (d) concorda que uma sentença definitiva, em qualquer dessas ações ou procedimentos judiciais, será conclusiva, e poderá ser executada em quaisquer outras jurisdições por meio de processo sobre a sentença ou de qualquer outra maneira prevista por lei. Nada contido no presente parágrafo deverá afetar ou prejudicar o direito da Arrendadora de apresentar notificação formal de processo judicial de qualquer maneira permitida pela lei, ou deverá afetar ou prejudicar o direito da Arrendadora de impetrar qualquer ação ou procedimento judicial contra a Arrendatária, ou contra os bens da Arrendatária, nos tribunais de qualquer outra jurisdição.

Em qualquer ação ou procedimento judicial relativo ao presente Arrendamento, a Arrendatária, pelo presente, nomeia, de forma irrevogável e incondicional, às expensas da Arrendatária, a The Corporation Trust Company do Estado de Nevada (denominada doravante, no presente, simplesmente como o "Agente para Notificações de Processos da Arrendatária"), situada na 6100 Neil Road Suite 500, Reno, Nevada [EUA], como seu agente para receber, em nome da Arrendatária e de seus bens, a entrega formal de cópias de citações e queixas, bem como de qualquer outro processo judicial que possa ser formalmente entregue em qualquer ação ou procedimento judicial em qualquer Tribunal, ou outros procedimentos, e, se por qualquer razão, esse Agente para Notificações de Processos da Arrendatária (ou qualquer Agente para Notificações de Processos da Arrendatária sucessor) for incapaz de atuar como tal, este deverá notificar, imediatamente, a Arrendadora, e, dentro do prazo de trinta dias, deverá ser nomeado um Agente para Notificações de Processo da Arrendatária sucessor na Cidade de Reno, Estado de Nevada (Agente para Notificações de Processos da Arrendatária sucessor este que deverá aceitar essa nomeação, por escrito, de forma razoavelmente satisfatória à Arrendadora, antes da extinção, por qualquer razão, da nomeação do Agente para Notificações de

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Processo da Arrendatária). Em qualquer ação ou procedimento judicial, a Arrendatária concorda que essa entrega formal possa ser efetuada à Arrendatária, por meio da entrega de uma cópia desse processo à Arrendatária, aos cuidados do Agente para Notificações de Processo da Arrendatária nomeado, ao endereço desse Agente para Notificações de Processo da Arrendatária. A Arrendatária, pelo presente, igualmente autoriza e instrui, de forma irrevogável e incondicional, a esse Agente para Notificações de Processo da Arrendatária, aceitar essa entrega formal em seu nome.

A ARRENDATÁRIA, PELO PRESENTE, RENUNCIA AO JULGAMENTO PELO TRIBUNAL DO JÚRI EM QUALQUER PROCEDIMENTO JUDICIAL NO QUAL ESTA SE CONSTITUA COMO UMA PARTE, ENVOLVENDO, DIRETA OU INDIRETAMENTE, QUALQUER QUESTÃO (INDEPENDENTEMENTE DE REFERIRSE A UM ATO ILÍCITO, POR CONTRATO OU DE OUTRA MANEIRA) A QUALQUER TÍTULO DECORRENTE, RELACIONADA OU PERTINENTE AO PRESENTE ARRENDAMENTO OU AOS OUTROS DOCUMENTOS VÁLIDOS, OU AO RELACIONAMENTO ESTABELECIDO EM CONFORMIDADE COM OS TERMOS DO PRESENTE OU DO MESMO, E INDEPENDENTEMENTE DE ESTA TER SUA ORIGEM, OU DE ESTA SER ASSEVERADA, ANTES OU DEPOIS DA DATA DO PRESENTE, OU ANTES OU DEPOIS DO PAGAMENTO, OBSERVÂNCIA E CUMPRIMENTO DAS OBRIGAÇÕES DA ARRENDATÁRIA, EM CONFORMIDADE COM OS TERMOS DO PRESENTE ARRENDAMENTO, OU DOS OUTROS DOCUMENTOS VÁLIDOS.

A Arrendadora, Arrendatária, e cada Avalista, pelo presente, elegem os tribunais da Cidade de São Paulo, Estado de São Paulo, Brasil, como sendo os tribunais com competência para decidir quaisquer questões ou controvérsias eventualmente decorrente do presente Arrendamento e/ou de contratos de Garantia, no caso de qualquer das partes optar por impetrar procedimentos judiciais contra as outras, no âmbito do território brasileiro.

Cláusula 21. Moeda.

Trata-se de uma transação internacional, onde a determinação da moeda para pagamentos é essencial. Os pagamentos que devem ser obrigatoriamente efetuados por qualquer uma das partes contratantes, nos termos deste Arrendamento, não deverão ser quitados por um valor pago em qualquer outra moeda que não a moeda indicada para esses pagamentos, quer em atendimento a uma sentença ou de outro modo, na medida em que o valor

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assim pago, mediante conversão imediata para a moeda designada (conforme cotada na Cidade de Nova Iorque, Estado de Nova Iorque [EUA]) não renda o valor devido em dólares norte-americanos, em conformidade com os termos do presente. No caso de qualquer pagamento que tenha a necessidade de ser efetuado, em conformidade com os termos do presente, quer segundo uma sentença, quer de outro modo, quando pago ou convertido, não resultar no pagamento do valor correto em dólares norte-americanos que seja devido e se encontre em aberto em relação à Pessoa que está recebendo esse pagamento, essa Pessoa terá uma causa de pedir separada no que se refere ao valor de qualquer insuficiência, e a parte pagante deverá efetuar o pagamento desses valores adicionais, conforme possam ser razoavelmente necessários para compensar essa insuficiência.

Cláusula 22. RESERVADA.

EM TESTEMUNHO DO QUE, Arrendadora e Arrendatária, individualmente, fizeram com que o presente Arrendamento fosse devidamente assinado, com base no dia e ano primeiramente escritos acima.

ARRENDATÁRIA: TOTAL LINHAS AÉREAS S.A.

Assinado por: [assinatura ilegível].

Nome: Alfredo Meister Neto.

Cargo: Presidente.

Assinado por: [assinatura ilegível].

Nome: Fernando Bruning.

Cargo: Diretor-Financeiro.

ARRENDADORA: PACIFIC COAST GROUP, INC.

Assinado por: [assinatura ilegível].

Nome: [em branco].

Cargo: [em branco].

AVALISTA: TRANSPORTADORA SULISTA S.A.

Assinado por: [assinatura ilegível].

Nome: Alfredo Meister Neto.

Cargo: Presidente.

Assinado por: [assinatura ilegível].

Nome: Fernando Bruning.

Cargo: Diretor Financeiro.

AVALISTA: ALFREDO MEISTER NETO.

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Assinado por: [assinatura ilegível].

Pessoa Física.

Número do Documento de Identidade: 286.502-5 SSP-PR

CÔNJUGE:

Assinado por: [assinatura ilegível].

Número do Documento de Identidade: 872.405 SSP-PR.

Nome: Marilú Ulson Meister

AVALISTA: AMADEU BRUNING

Assinado por: [assinatura ilegível]

Pessoa Física.

Número do Documento de Identidade: 2.577.427 SSP-SP

CÔNJUGE:

Assinado por: [assinatura ilegível]

Número do Documento de Identidade: 3.163.389 SSP-SP

Nome: Regina Maria Caldana Bruning

Testemunhas:

1. [assinatura ilegível].

Nome: Eliane de Almeida Sanches.

Número do Documento de Identidade: 18.409.369-7.

2. [assinatura ilegível].

Nome: Gladison Alberto Piasera

Número do Documento de Identidade: 2.082.840-4 SSP-PR

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DOCUMENTO A

DO CONTRATO DE ARRENDAMENTO OPERACIONAL

Suplemento de Arrendamento No. 1 (Aeronave 22167)

Suplemento de Arrendamento No. 1 (Aeronave [em branco]), com data de [em branco], celebrado entre a [em branco] , [qualificação] (denominada doravante, no presente, simplesmente como "Arrendatária"), e a [em branco], sociedade anônima (juntamente com seus sucessores e cessionários, denominada doravante, no presente, simplesmente como "Arrendadora").

A Arrendadora e a Arrendatária celebraram anteriormente determinado Contrato de Arrendamento Operacional (Aeronave [em branco]), com data de [em branco], relativo a uma aeronave [em branco] (denominado doravante, no presente, simplesmente como o "Arrendamento", e tendo os termos definidos no mesmo doravante utilizados no presente, com os mesmos significados). O Arrendamento dispõe a respeito da assinatura e entrega, de tempo em tempo, dos Suplementos de Arrendamento, com o propósito de arrendar a Estrutura da Aeronave e os Motores, em conformidade com os termos do presente Arrendamento, como e quando entregues pela Arrendadora à Arrendatária, em conformidade com os termos do mesmo.

ENTÃO, POR CONSEGUINTE, em consideração às premissas e por outras boas e suficientes compensações, Arrendadora e Arrendatária, pelo presente, têm entre si justo e contratado o seguinte:

1. A Arrendadora, pelo presente, entrega e arrenda à Arrendatária, em conformidade com os termos do Arrendamento, e a Arrendatária, desde já, aceita e arrenda, a partir da Arrendadora, em conformidade com os termos do Arrendamento, a aeronave Boeing 727-243F descrita abaixo (denominada doravante, no presente, simplesmente como a "Aeronave"), Aeronave esta que, com base na data do presente, é constituída dos seguintes componentes:

[Vide Anexo 1 ao presente Documento A, que relaciona os números de série da Estrutura da Aeronave e do Motor].

2. A Data da Entrega do Arrendamento é a data do presente Suplemento de Arrendamento, especificada no parágrafo de abertura do presente, sendo o Horário da Entrega o seguinte: [em branco], e a Data de Expiração do Arrendamento, relativa ao Arrendamento [em branco].

3. Salvo conforme de outro modo previsto no Arrendamento, o Prazo, em relação à Aeronave, terá inicio na Data da Entrega, e o encerramento, na Data de Expiração da Entrega.

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4. A Arrendatária, pelo presente, apresenta confirmação quanto à sua anuência em pagar o Aluguel Básico da Arrendadora pela Aeronave, por todo o Prazo relacionado ao mesmo, em conformidade com os termos da Cláusula 3 do Arrendamento. A Arrendatária, desde já, confirma que a primeira Data de Aluguel Básico é [em branco] de 2000, data esta em que a Arrendatária deverá pagar à Arrendadora uma importância equivalente à [em branco] (que representa o Aluguel Básico pelo período que vai desde e que tem sua seqüência após a Data da Entrega, até e inclusive [em branco] de 2000).

5. A Arrendatária, pelo presente, confirma à Arrendadora, que a Arrendatária aceitou a Aeronave, para todos os fins do presente e do Arrendamento, como estando em perfeitas condições de vôo, em boas condições de funcionamento e reparo, e sem defeitos ou vícios inerentes à condição, projeto, operação ou adequação em relação ao uso; ressalvando-se, entretanto, que nada contido no presente ou no Arrendamento, de qualquer maneira, deverá diminuir ou de outro modo afetar qualquer direito que a Arrendatária ou a Arrendadora possa ter no que diz respeito à Aeronave, em relação ao Fabricante, ou a qualquer subcontratado independente ou fornecedor do Fabricante.

6. Todos os termos e disposições do Arrendamento são, pelo presente incorporados por referência no presente Suplemento de Arrendamento, na mesma extensão que se aparecessem totalmente expressas no presente.

7. O presente Suplemento de Arrendamento poderá ser assinado pelas partes do presente em vias separadas, sendo que cada uma delas, quando assim assinadas e entregues, constituirão um original, contudo todas essas vias, de forma conjunta, constituirão não mais do que um e o mesmo instrumento.

O RESTANTE DESTA PÁGINA FOI INTENCIONALMENTE DEIXADO EM BRANCO.

EM TESTEMUNHO DO QUE, Arrendadora e Arrendatária, fizeram com que o presente Suplemento de Arrendamento fosse devidamente assinado no dia e ano primeiramente escritos acima.

TOTAL LINHAS AÉREAS S.A., Arrendatária.
Assinado por: [Em Branco].
Cargo: [Em Branco].
PACIFIC COAST GROUP, INC., Arrendadora.
Assinado por: [Em Branco].
Cargo: [Em Branco].

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Anexo ao Documento A

Especificações da Aeronave

GERAL		**PESO E DADOS ESTRUTURAIS.**	
Fabricante:	BOEING.	Peso Máximo no Taxiamento:	195.500 libras.
Tipo de Aeronave:	727-243F.	Peso Máximo na Decolagem:	194.800 libras.
Número de Série.	22167.	Peso Máximo na Aterrissagem:	164.000 libras.
Registro Atual:	N270PC	Peso Máximo com Tanque de Combustível Drenado:	155.000 libras.
Datada de:	01/09/2000	Peso Operacional quando Vazia:	92.398 libras.
Data de Fabricação:	1981	Capacidade do Tanque de Combustível:	54.003 libras.
TT da Aeronave:	46,368:22		
TC da Aeronave:	26,640		
Operadora:	LCI.		
Número da Linha:	1752		

PROGRAMA – Mantido para MPD

INSPEÇÕES	TIPO DO MAJOR SVC	ÚLTIMA REALIZAÇÃO DATA	HORA/CICLO	INTERVALO ATUAL	PRÓXIMO VENCIMENTO HORA A/C	VENCI-MENTO
	C	Nov, 2000	46368 h	3000h/12 mês		
	D	25.Ago .96	37,843 h	21000h/10ano		06/08

MOTORES	MFG:	Pratt & Whitney	TIPO	JT8D-15

POSIÇÃO	NÚMERO DE SÉRIE	TEMPO TOTAL	TOTAL DE CICLOS	TEMPO RESTANTE	CICLOS RESTANTES	TAXA DE POTÊNCIA	TEMPO DESDE OVHL/LSV
# 1	666161	42255:45	27372	5239	2271	15	823
#2	666402	37022:10	25331	8297	4882	15	1693
#3	687318	46827.0	40201	9448	4281	15	0

UNIDADE DE FORÇA AUXILIAR	MFG:	Garrett	TIPO:	GTCP85—98CK
NO. DE SÉRIE	TSO	Ciclos desde OH	TEMPO DESDE HSI	ITEM LIMITADOR
P36766	628:15	579	628:15	N/A

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TRÊM DE POUSO INTERVALO DE OVERHAUL ATUAL

PRINCIPAL: 10anos/16000cy RUÍDO: 10anos/16000 cy

	NÚMERO DE SÉRIE	INTERVAKI O/H	TEMPO RESTANTE	VENCI MENTO
NLG	1507GK26	16000cy		6/2006
LMG	2225	16000cy		6/2006
RMG	2125	16000cy		6/2006

CONFIGURAÇÃO: CAT II e Overwater. Conversão de Carga STC AS1797SO (AEI)

11 Pallets 96" x 125"

12 Pallets 88" x 125"

AERONAVE TIPO: B727-243F No. Série: 22167 Registro: N270PC

COMUNICAÇÃO	QTDE	P/N	Fabricante
VHF COM	2	822-0732-101	Collins
HF COM	2	522-1501-000	Collins
SELCAL	1	NA 135-CAL-1	Motorola
ATC Xpdr Mode S	2	066-01127-1301	Allied Signal
NAVEGAÇÃO			
VOR/ILS Nav System	2	822-0760-001	Collins
Marker Receiver	1	522-2996-011 ou MKA 28[A]	Collins ou Bendix
GPWS	1	965-0876-001-B05-B08	Sunstrand
DME	2	622-2921-001/006	Collins
ADF	2	777-1492-003	Collins
Radio Altimeter	1	522-3698-014 ou 622-3890-006	Collins

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COMUNICAÇÃO	QTDE	P/N	Fabricante
Weather Radar	1	2070410-0105	Bendix
TCAS	1	066-50000-0108	Allied Signal
Windshear	1	965-0876-001-B05-B08	Sunstrand
GPS	2	80742-01-002F	Trimble
CONTROLE DE VÔO AUTOMÁTICO E INSTRUMENTAÇÃO			
Piloto Automático	1	SP-150	Sperry
Aceleração automática	0	N/A	
Sistema diretor de vôo	1	522-3121-185	Collins
Giroscópio vertical	2		
Giroscópio direto	2	614937-101	Honeywell
EQUIPAMENTO DE GRAVAÇÃO/SALVAMENTO			
DFDR	1	980-4100GQUS	Sundstrand
FDAU	0	N/A	
Gravador de Voz da Cabine [Caixa Preta]	1	A100 ou 980-6005-076	Fairchild ou Sundstrand

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entre a [em branco] (denominada doravante, no presente, simplesmente como "Arrendadora") e a Arrendatária. Os termos em letras maiúsculas, utilizados no presente, e que não sejam de outro modo definidos no presente, possuirão os mesmos significados que no Arrendamento. A Arrendatária, pelo presente, reconhece ter constatado que a Aeronave satisfaz a todas as exigências de entrega estipuladas no Arrendamento, e confirma o aceite incondicional da Aeronave.

O Anexo 1 ao presente Documento retrata, de forma autêntica e correta, o status de horas de vôo da Aeronave (inclusive no que concerne a Motores) e de seus componentes, na data do presente.

Combustível: [em branco] libras; óleo [em branco] galões a bordo.

Anexa, na forma do Anexo 2 ao presente, encontra-se uma lista dos itens do equipamento instalado e afixado à Aeronave.

Anexa, na forma do Anexo 3 ao presente, encontra-se uma lista dos itens do equipamento solto entregue juntamente com a Aeronave.

Anexa, na forma do Anexo 4 ao presente, encontra-se uma lista completa dos Documentos da Aeronave, entregues juntamente com a Aeronave.

[Em branco], Arrendatária.

Assinado por: [em branco].

Cargo: [em branco].

As informações acima preenchidas foram constatadas como aceitáveis pelo signatário.

[Em branco], Arrendadora.

Assinado por: [em branco].

Cargo: [em branco].

-.-.-.

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ANEXO 4 AO DOCUMENTO C

Documentos da Aeronave

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em serviço regular permanente por parte da Arrendatária, e deverá ter atendido às seguintes exigências (às custas e expensas exclusivas da Arrendatária):

1. **Condição Operacional**. A Aeronave deverá estar em condições de operação tão boas quanto as da Data da Entrega, com exceção do uso e desgaste normais provenientes de operações de carga comercial normais, com todos os equipamentos, componentes e sistemas da aeronave em funcionamento, de acordo com suas pretendidas utilizações, independentemente de desvios ou variações autorizadas pela relação de equipamentos mínimos ou pela relação de desvio de configuração.

2. **Padrões de Limpeza**. A Aeronave deverá ser limpa segundo os padrões das empresas de transporte aéreo comercial dos Estados Unidos.

3. **Certificado de Aeronavegabilidade**. A Aeronave deverá possuir, bem como deverá estar em conformidade com um certificado de aeronavegabilidade padrão atualmente válido, expedido pela Autoridade de Registro, assim como deverá deter um certificado de aeronavegabilidade para exportação e ser imediatamente qualificável em relação a um certificado de aeronavegabilidade norte-americano, assim como se qualificar, imediatamente, para operações para a prestação de serviços de passageiros e/ou carga, comerciais, programados, de receita, no âmbito dos Estados Unidos, em conformidade com a Parte 121 da FAR (ou com quaisquer regulamentações sucessórias), estando em condições perfeitas de navegação aérea em conformidade com as especificações do fabricante, e em conformidade com as regulamentações da FAA nos Estados Unidos.

4. **Satisfação às Exigências Governamentais**. A Aeronave deverá estar em conformidade com todas as Diretivas de Aeronavegabilidade e exigências obrigatórias da Autoridade de Registro que afetem a Aeronave, que tenham uma data de validade no que concerne à sua satisfação, que ocorra antes e dentro de um prazo de 180 dias após o encerramento do Prazo e devolução da Aeronave à Arrendadora. Caso a Arrendatária tenha obtido uma renúncia ou desistência por parte da Autoridade de Registro em virtude da satisfação a qualquer dessas Diretivas de aeronavegabilidade ou exigências obrigatórias, a Arrendatária deverá, independentemente dessa renúncia ou desistência, satisfazer plenamente a todas essas Diretivas de aeronavegabilidade ou exigências obrigatórias abrangidas por essa renúncia ou desistência antes da devolução da Aeronave à Arrendadora, como se essa renúncia ou desistência não existisse.

5. **Manutenção Diferida**. A Aeronave deverá ter levado a efeito, em relação à mesma, todos os itens de manutenção diferida que estejam pendentes, itens

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de transporte, itens da lista de desvio de configuração e discrepâncias de vôo. Os itens diferidos em virtude de concessões de manutenção (ou seja, uma isenção no sentido de operar além dos limites normais por monitoramento) deverão ser atualizados como se essas concessões de manutenção ou isenções não existissem. Os componentes cujo status pertinente a horas de vôo exceda as condições ou exigências impostas pelo presente Arrendamento deverão ter suas condições ou exigências satisfeitas.

6. **Corrosão**. Toda a corrosão deverá ter sido corrigida por meio de serviço artesanal e de maneira apropriada, em conformidade com o Programa de Manutenção e qualquer corrosão verificada na inspeção de devolução, à Arrendadora ou verificada na checagem da Estrutura da Aeronave, na devolução.

7. **Configuração e Condições**. A Aeronave deverá ser devolvida na mesma configuração e condições, com todas as Peças instaladas na mesma que na Data da Entrega, com exceção apenas de modificações, acréscimos, reposições e substituições de Peças, conforme possam ter sido corretamente efetuadas pela Arrendatária em conformidade com a Cláusula 8, e conforme especificamente estipulado de outro modo no presente Documento E. A Arrendatária, antes dessa devolução da Aeronave, deverá fornecer à Arrendadora uma relação de todas essas modificações, acréscimos ou reposições efetuadas durante o Prazo. A Arrendatária deverá fornecer à Arrendadora os 24 últimos relatórios de credibilidade relativos à Aeronave, conforme fornecidos à Autoridade de Registro, e uma relação de todas as Peças rotativas instaladas na Aeronave no decorrer dos últimos 06 (seis) meses do Prazo, e de todas as Peças rotativas substituídas durante os referidos últimos 06 (seis) meses. A Arrendatária não deverá substituir Peças por peças que possuam um registro operacional que indique uma taxa maior de falha do que as Peças substituídas no curso dos 06 (seis) últimos meses do Prazo.

8. **Condições da Estrutura da Aeronave**. A Estrutura da Aeronave, na época de sua devolução à Arrendadora, deverá atender às exigências abaixo especificadas, tudo às expensas da Arrendatária, salvo conforme de outro modo previsto no presente:

(a) **Inspeção da Estrutura da Aeronave**. A Aeronave deverá ser devolvida mediante a recente execução de uma Checagem "C" completa, em conformidade com o Programa de Manutenção (e a Aeronave não será colocada novamente em serviço por parte da Arrendatária subseqüentemente a essa checagem), e a Arrendatária terá a permissão de efetuar retiradas às Reservas de Manutenção aplicáveis após a execução da mesma, na mesma

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extensão que essa checagem tenha sido de outro modo executada no decorrer do Prazo. Todas as inspeções de CPCP e SSI (sendo que esse último termo possui a significação "Itens Estruturalmente Significativos", identificados pelo fabricante e pela FAA de forma a exigir alguma inspeção a intervalos determinados) deverão ter sido levadas a efeito na extensão que nenhuma destas tenha seu vencimento em relação aos próximos 18 meses subseqüentes à devolução da Aeronave à Arrendadora, a menos que a própria inspeção possua um intervalo de execução mais curto. A Arrendatária deverá notificar a Arrendadora da programação do início dessa checagem de devolução e a Arrendadora deverá ter a opção de não executar tais checagens e de reter as Reservas de Manutenção aplicáveis no que diz respeito ao mesmo.

(b) Peças. Todas as Peças instaladas na aeronave deverão ser passíveis de utilização em serviço, em conformidade com as normas da Autoridade de Registro e da FAA, e possuem um valor, status de modificação e condição equivalente às Peças na Aeronave na Data da Entrega, com exceção do uso e desgaste normais previstos. Todas as Peças, componentes e montagens identificados com limites monitorados de condição, mecanismos salva-vidas ou que ofereçam proteção para situações adversas, deverão ser fornecidas com o número da peça, número de série, seus históricos de serviço, ciclos e horas de vôo acumulados, limites monitorados de condição, mecanismos salva vidas, ou que ofereçam proteção a situações adversas, e vidas úteis remanescentes em uma listagem separada e, nos casos em que possível, deverão ser fisicamente verificadas como estando instaladas e possuindo documentação em material impresso por computador (ou seja, etiquetas de identificação de fornecedores apropriadas quanto a revisões e durabilidade e ordens de serviço) com o intuito de verificar seus históricos de serviço e todos os componentes e montagens que são identificados nos registros de manutenção por meio de números de peças e/ou números de série outros que não os números do fabricante, ou outros números de fabricante, deverão ser fornecidos por meio de listagem com referência cruzada nos dois sentidos, necessária para estabelecer uma completa capacidade de rastreamento.

(c) Fuselagem, Janelas e Portas. A fuselagem deverá estar livre de remendos que apresentem crostas de fundição, e deverá se apresentar substancialmente sem dentes e abrasões, assim como rebites soltos, puxados ou perdidos que tenham ocorrido ou surgido no decorrer do Prazo. As janelas deverão estar dentro dos limites do fabricante e deverão se encontrar corretamente lacradas. As portas deverão ter livre movimentação, deverão estar

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corretamente equipadas e montadas com vedações em condições de serviço, se necessário.

(d) Janelas e Empenagem. Todas as extremidades principais deverão se encontrar sem avarias que tenham surgido no decorrer do Prazo, e livre de avarias que tivessem necessitado de reparo em conformidade com o Programa de Manutenção. As asas deverão estar livres de vazamentos de combustível.

(e) Interior. Com exceção de condições que reflitam o uso e desgaste justificados no decorrer do Prazo de Arrendamento: tetos, paredes laterais e painéis anteparo, deverão estar limpos e livres de rachaduras e manchas; todas as venezianas de janelas deverão operar de forma correta e não apresentar avarias; todos os carpetes e coberturas dos assentos deverão se encontrar em boas condições, limpos e livres de manchas, bem como deverão atender todas as normas internacionais de resistência a chamas; todos os assentos deverão estar prontos para o serviço, em boas condições e repintados, conforme necessário; e o funcionamento dos mecanismos de reclinação e mesas dos assentos deverá ser satisfatório, e o nível de condição das mesas, firme e sem avarias. Todas as plaquetas de sinalização e decalques deverão estar no idioma inglês, limpos e legíveis, e todos os equipamentos de emergência com vida útil determinada pelo tempo de existência deverão ter no mínimo um ano ou cem por cento do total de sua vida aprovada remanescente, o que for menor.

(f) Cabine do Piloto. Todos os decalques deverão aparecer no idioma inglês, limpos, fixos e legíveis e, a não ser no que se refere a condições que reflitam o uso e desgaste justificados no decorrer do Prazo do Arrendamento, todos os painéis de carenagem deverão estar livres de manchas e rachaduras, deverão estar limpos, fixos e repintados, conforme necessário; as coberturas do piso deverão estar limpas e vedadas de forma eficaz, assim como pintadas, conforme necessário; as coberturas dos assentos deverão estar em boas condições, limpas e deverão permanecer atendendo a todas as regulamentações internacionais de resistência a chamas; os assentos deverão estar completamente prontos para serviço, e deverão ser repintados, conforme necessário; as áreas de estar deverão estar pintadas ou polidas, conforme necessário.

(g) Compartimento de Carga. Todos os painéis e redes deverão se encontrar em boas condições e consertados, e em vigor e em conformidade com as exigências da Autoridade de Registro e da FAA para operações de carga da Parte 121 da FAR.

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9. Componentes com Vida Útil Limitada. Todos os Componentes com Vida Útil Limitada deverão ter no mínimo (i) 3.000 horas ou ciclos de vida (conforme aplicável) remanescentes até a próxima reposição, inspeção ou revisão programada, e todos os Componentes com Vida Útil Limitada, controlados por tempo de existência, deverão ter no mínimo 12 meses (com base em seu uso nos 12 meses precedentes) de vida remanescentes até a próxima reposição, substituição ou revisão programada, ou (ii) o mesmo número remanescente de horas de vôo ou ciclos de vida (conforme aplicável), ou de vida útil baseada no tempo de existência, até a próxima reposição, inspeção ou revisão programada, conforme possuía esse componente na Data da Entrega, o que for maior.

10. Condições do Trem de Pouso. Cada Trem de Pouso (individualmente) deverá estar limpo, livre de fendas e reparado conforme necessário. Todos os decalques deverão ser em idioma inglês, limpos, fixos e legíveis. Na devolução, cada Trem de Pouso não terá menos do que ou (i) dois anos, ou (ii) (A) 3.000 ciclos de vida remanescentes até a próxima revisão programada em conformidade com o Programa de Manutenção, ou (B) o mesmo número de horas remanescentes até a próxima revisão programada que esse Trem de Pouso possuía na Data da Entrega, o que for maior entre os itens (i) (A) e (B). Para as finalidades do cálculo a ser efetuado em conformidade com os termos da subcláusula 13 abaixo a respeito da Quitação Financeira, o padrão acima mencionado, segundo os itens (ii) (A) e (B) acima, em relação a cada Trem de Pouso, será o "FM", ou seja "Mínimo Financeiro".

11. Condições da Unidade de Potência Auxiliar ("APU"). A Arrendatária devolverá a APU instalada na Aeronave em boas condições de operação, em conformidade com as especificações do fabricante, e com o uso e desgaste normais previstos. Quaisquer discrepâncias operacionais da APU deverão ser corrigidas às expensas da Arrendatária, antes da devolução da Aeronave à Arrendadora. Na época da devolução à Arrendadora, a APU deverá ter o mesma quantidade de tempo desde a última inspeção das Cláusulas quentes que na Data da Entrega. Para fins do cálculo que deve ser efetuado em conformidade com os termos da subcláusula 13 abaixo a respeito da Quitação Financeira, o horário de entrega deverá ser no padrão "FM" ou "Mínimo Financeiro".

12. Condição dos Motores. Os componentes do motor ou os módulos não deverão exceder os limites de tempo flexíveis aplicáveis (conforme definidos no Programa da Manutenção) desde a sua última visita à oficina ou retrabalho. Cada motor deverá atender aos parâmetros do Programa de

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Manutenção no que se refere à margem de EGT aceitável a empuxo, EPR, fluxo de combustível, pressões e temperatura classificados. Cada motor não deverá ter menos do que (i) 1.300 ciclos de vida remanescente até o próximo limitador ou (ii) o mesmo número de horas de uso e ciclos de vida remanescentes até o próximo limitador (e horas de uso e/ou ciclos de vida desde o último escopo de serviços HSI) que esse Motor possuía na Data da Entrega, o que for maior (padrão este que será referido na subcláusula 13 abaixo, no que diz respeito à Quitação Financeira, como "FM" ou "Mínimo Financeiro").

13. Quitação Financeira.

(A) Se o tempo real remanescente até a próxima revisão programada de um Trem de Pouso, na devolução, (denominado doravante, no presente, simplesmente como o "AT" ou "Tempo Real") for menor do que o FM em relação ao Trem de Pouso, a Arrendatária terá permissão de pagar à Arrendadora uma quitação financeira que satisfaça a condição de devolução aplicável se o Tempo Real for de 1.500 ciclos ou mais, remanescente até a próxima revisão programada, quitação esta que deverá ser calculada e paga de acordo com a seguinte fórmula:

(FM AT) x a Taxa de Reserva aplicável então em vigor = ao valor da quitação a ser paga à Arrendadora por esse Trem de Pouso.

(B) Se o tempo real remanescente até a próxima revisão programada da APU, na devolução, (denominado doravante, no presente, simplesmente como o "AT" ou "Tempo Real") for menor do que o FM em relação à APU, a Arrendatária terá permissão de pagar à Arrendadora uma quitação financeira que satisfaça a condição de devolução aplicável, cuja quitação será calculada e paga de acordo com a seguinte fórmula:

(FM AT) x a Taxa de Reserva aplicável então em vigor = ao valor da quitação a ser paga à Arrendadora por essa APU.

(C) Se o tempo real remanescente até o próximo limitador relativo a um Motor, na devolução, (denominado doravante, no presente, simplesmente como o "AT" ou "Tempo Real") for menor do que o FM em relação a esse Motor, a Arrendatária estará autorizada a pagar à Arrendadora uma quitação financeira que satisfaça a condição de devolução aplicável somente se o Tempo Real for de 1.300 ciclos de vida ou mais, remanescentes até o próximo limitador, quitação esta que será calculada e paga de acordo com a seguinte fórmula:

(FM AT) x a Taxa de Reserva de Motor* aplicável então em vigor = ao valor da quitação a ser paga à Arrendadora por esse Motor.

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(*esse valor ficará sujeito a ajuste pela proporção ciclo por hora).

A Arrendatária estará autorizada a satisfazer suas obrigações de condições de devolução pelo pagamento ou aplicação de dinheiro somente nos casos em que especificamente declarado na presente subcláusula. A Arrendadora, em nenhuma circunstância, será responsável pelo pagamento à Arrendatária de qualquer valor relacionado a um Item que possua um tempo ou condição maior ou aperfeiçoado em relação ao necessário segundo estas condições de devolução. Não será permitida qualquer utilização das Reservas de Manutenção, salvo no caso da Checagem "C".

14. Registros Históricos; Dados de Monitoração de Tendências. Se os registros históricos e de manutenção do Motor e/ou os dados de monitoração de tendências indicarem uma taxa de aceleração no que se refere à perda de desempenho de qualquer Motor instalado, taxa esta que seja superior à normal com base nos padrões recomendados pelo fabricante, a Arrendatária, antes da devolução da Aeronave, deverá corrigir ou fazer com que sejam corrigidas essas condições que foram determinadas de forma a serem excedentes às tolerâncias manuais de manutenção do fabricante do Motor, ou que de outro modo estão ocasionando essas perdas de desempenho.

15. Inspeções.

(i) A Arrendadora e a Mutuante poderão, de tempo em tempo, desejar que a Aeronave seja disponibilizada para inspeção aos representantes designados ou equipes técnicas no sentido de avaliarem a Aeronave em relação a sua utilização após o encerramento do Prazo. A Arrendadora concorda em apresentar notificação à Arrendatária com antecedência mínima de 05 (cinco) Dias Úteis dessa inspeção, e a Arrendatária concorda em cooperar integralmente com as solicitações vindas da Arrendadora e da Mutuante no sentido de disponibilizar a Aeronave e os Documentos da Aeronave a essas equipes técnicas autorizadas, assim como a Arrendadora concorda que essas solicitações deverão ser cabíveis e serão coordenadas conjuntamente com a Arrendatária, de forma a minimizar perturbações às operações programadas da Arrendatária e a seu pessoal.

(ii) Em prazo não superior a 05 dias subseqüentes ao encerramento do Prazo, a Aeronave (incluindo os Documentos da Aeronave e os documentos a serem devolvidos em conformidade com a Cláusula 5 (b)) deverá ser disponibilizada à Arrendadora e à Mutuante para inspeção em terra pela Arrendadora, nas instalações da Arrendatária. Antes da expiração ou rescisão prematura do presente Arrendamento, a Aeronave deverá ser disponibilizada à Arrendadora para inspeção em terra no curso desses períodos, como se a Aeronave estivesse em terra, fora de operação, e após a expiração ou outra

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rescisão do presente Arrendamento, a Aeronave deverá ser plenamente disponibilizada à Arrendadora, sem restrições. Nessas inspeções em terra, a Arrendatária deverá abrir as áreas da Aeronave conforme determinado pela Arrendadora e/ou Mutuante, e deverá permitir à Arrendadora e à Mutuante executar as inspeções com o intuito de determinar se a Aeronave (incluindo os Documentos da Aeronave) se encontram na condição exigida pelas disposições deste Documento E, sendo que a Arrendatária deverá corrigir, imediatamente, quaisquer discrepâncias que tenham sua origem na condição exigida pelas disposições contidas no presente Documento E, discrepâncias estas que sejam observadas durante essa inspeção e sejam comunicadas por escrito pela Arrendadora ou Mutuante à Arrendatária.

(iii) Uma inspeção de escopo interno em cada Motor e na APU será executada sob a vistoria da Arrendadora, às expensas da Arrendatária, na época da devolução da Aeronave à Arrendadora, e a Arrendatária deverá apresentar comprovantes satisfatórios à Arrendadora que reflitam a correção de quaisquer discrepâncias encontradas durante essa inspeção, e constatadas de forma a terem excedido os limites manuais de manutenção do fabricante do Motor ou da APU.

(iv) A Arrendatária deverá conduzir uma checagem operacional em terra, em conformidade com as exigências do Programa de Manutenção, e deverá corrigir quaisquer discrepâncias divulgadas por meio dessa checagem, e aquelas que necessitam ser retificadas pelo presente Arrendamento.

(v) A Aeronave ficará sujeita a um vôo de teste no Local de Devolução, pela Arrendatária, às expensas da Arrendatária, utilizando pessoal de vôo qualificado, por um mínimo de 02 (duas) horas, em um vôo não comercial, com o propósito de demonstrar à Arrendadora a operação satisfatória da Aeronave e de seus equipamentos e sistemas. Dois (02) funcionários ou representantes da Arrendadora (ou mais, se permitido pela Arrendatária) poderão tomar parte nesse vôo como observadores. O piloto da Arrendatária deverá estar no comando da Aeronave. Esse vôo será realizado utilizando-se os procedimentos de vôo de checagem operacional padrão solicitados pela Arrendadora ou pelo representante da Arrendadora que sejam suficientes para demonstrar a correta operação de todos os sistemas para uso normal por passageiros. Por ocasião da conclusão desse vôo de checagem operacional, os representantes da Arrendatária e da Arrendadora que tiverem tomado parte nesse vôo deverão celebrar um acordo, por escrito, no que concerne às discrepâncias existentes nessa Aeronave, que necessitam ser corrigidas pela Arrendatária, com o intuito de satisfazer às disposições do presente Documento E, e a Arrendatária deverá corrigir ou fazer com que sejam

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corrigidas, imediatamente, às expensas da Arrendatária, qualquer dessas discrepâncias. Se quaisquer discrepâncias permanecerem persistindo, a Arrendadora poderá aceitar (contudo não será obrigada ao mesmo) a entrega da Aeronave, e aplicar o procedimento estipulado na Cláusula 5 do Arrendamento em relação a tais discrepâncias.

16. Aceite. Por ocasião da conclusão das inspeções acima mencionadas e após a Arrendatária ter corrigido as discrepâncias conforme sua satisfação tenha sido exigida no presente Documento E, a devolução da Aeronave deverá ser aceita pelos representantes da Arrendadora, no Local de Devolução.

17. Correção Diferida de Discrepância. Quaisquer discrepâncias constatadas durante as inspeções especificadas no presente, as quais não sejam corrigidas pela Arrendatária antes da devolução da Aeronave à Arrendadora, poderão ser corrigidas pela Arrendadora ou por pessoa por ela designada, após a devolução da Aeronave, e a Arrendatária deverá reembolsar a Arrendadora por todos os custos e despesas incorridos pela Arrendadora, ou pela pessoa por ela designada, no que se refere à execução das correções dessas discrepâncias. A Arrendatária deverá pagar à Arrendadora por todos esses custos e despesas incorridos dentro do prazo de 10 (dez) dias da data da fatura expedida pela Arrendadora no que se refere ao mesmo. Quaisquer pagamentos atrasados ficarão sujeitos a juros à Taxa de Pagamentos em Atraso.

18. Custo do Vôo. Todos os vôos em conformidade com o presente Documento E, bem como com a Cláusula 5 do Arrendamento, e todos e quaisquer custos associados a esses vôos, incluindo, contudo sem se constituir em limitação, custos com tripulação, combustível, óleo, taxas de aeroportos, seguros, taxas de decolagem / aterrissagem, taxas de comunicação em curso aéreo, taxas de reboque em solo e direitos alfandegários, se houver, serão de responsabilidade da Arrendatária.

19. Indenizações. A Cláusula 16, no que diz respeito a toda a indenização abrangida na mesma, aplicar-se-á a toda a atividade em conformidade com os termos do presente Documento E e da Cláusula 5 do Arrendamento, assim como deverá oferecer cobertura aos representantes da Arrendadora no que se refere à devolução da Aeronave.

20. Documentos da Aeronave. A Arrendatária deverá devolver à Arrendadora, na época que a Aeronave é devolvida à Arrendadora, todos os Documentos da Aeronave, e os documentos a serem devolvidos em conformidade com os termos contidos na Cláusula 5(b), atualizados e

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mantidos pela Arrendatária no idioma inglês, até a data de devolução da Aeronave.

21. Marcações da Aeronave. Na época da devolução da Aeronave, a Arrendatária deverá ter pintado recentemente a Aeronave de branco. No caso de a Arrendatária, não obstante à sua obrigação de assim proceder, não cumprir com o mesmo, a Arrendatária deverá pagar os custos e despesas relativos a esse trabalho à Arrendadora, dentro do prazo de 10 (dez) dias, contados da data da fatura da Arrendadora em relação ao mesmo. Quaisquer pagamentos atrasados ficarão sujeitos à Taxa de Pagamentos em Atraso.

22. Propriedade. Quaisquer documentos, equipamentos e quaisquer outros itens devolvidos à Arrendadora, em conformidade com o presente Documento E e com a Cláusula 5 do Arrendamento, que não sejam ainda detidos pela Arrendadora, por ocasião do mesmo, passarão a constituir a propriedade da Arrendadora.

23. Conservação da Aeronave Após a Devolução. Por ocasião da expiração e mediante solicitação escrita da Arrendadora, apresentada no mínimo 05 (cinco) Dias Úteis antes do encerramento do Prazo, a Arrendatária deverá disponibilizar instalações a guarda da Aeronave no Local de Devolução, por um período que não deverá exceder 90 (noventa) dias (denominado doravante, no presente, simplesmente como o "Período de Conservação") às expensas da Arrendatária. Durante o Período de Conservação, a Arrendadora deverá arcar com os riscos de prejuízo da Aeronave, e deverá efetuar o pagamento de todos os custos de manutenção e seguro no que diz respeito à Aeronave.

24. Cessão de Direitos. Por ocasião da devolução da Aeronave à Arrendadora, a Arrendadora poderá ceder seus direitos, em conformidade com os termos do presente Arrendamento, no que diz respeito à Aeronave, a um terceiro comprador ou arrendatário da Aeronave.

25. Inexistência de Obrigações por parte da Arrendadora. A Arrendadora não será obrigada a compensar a Arrendatária no caso de a Aeronave se encontrar em melhores condições, na Data de Devolução, do que as exigidas em conformidade com os termos do presente instrumento.

26. Disputas. Qualquer disputa entre a Arrendatária e a Arrendadora, no que se refere à condição da Aeronave, que tenha como origem o presente Arrendamento, deverão ser levadas e decididas pelo fabricante da Estrutura da Aeronave ou do Motor, e essa decisão será definitiva e obrigatória às partes.

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27. Transferência e Exportação. Mediante solicitação por parte da Arrendadora, a Arrendatária deverá cooperar com a Arrendadora no sentido de programar e oferecer assistência a quaisquer inspeções, manutenção de registros ou modificações, conforme possam ser necessárias para efetuar a "transferência" de local da Aeronave após a devolução, em um programa subseqüente de manutenção e especificações de operações da arrendatária (ou efetuar uma suave transição da mesma). Todos os custos e despesas associados à obtenção de um Certificado de Aeronavegabilidade de Exportação por parte da Autoridade de Registro deverão ser assumidos pela Arrendatária.

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(ii) Greves, tumultos, comoções civis ou perturbações trabalhistas;

(iii) Qualquer ato de uma ou mais pessoas, independentemente de serem ou não agentes de um poder soberano; no que se refere a propósitos políticos ou terroristas, e independentemente de os prejuízos ou avarias deles resultantes serem acidentais ou intencionais;

(iv) Qualquer ato doloso ou ato de sabotagem;

(v) Confisco, nacionalização, seqüestro, restrição, detenção, apropriação, requisição de título de propriedade ou utilização por parte ou segundo ordem de qualquer governo (quer civil, militar ou *de facto*), ou autoridade pública ou local, **incluindo** aquelas do país de registro;

(vi) Seqüestro ou qualquer apreensão ilegal ou exercício ilícito do controle da Aeronave ou da população em vôo (incluindo quaisquer tentativas relativas a esse seqüestro ou controle) efetuada por qualquer uma ou mais pessoas a bordo da Aeronave, atuando sem o consentimento da Segurada.

1.3 A Apólice de Seguro Total da Fuselagem ["Todos os Riscos"] e a Apólice de Seguro Contra Riscos de Guerra, adicionalmente, deverá incluir os seguintes endossos ou ampliações de cobertura:

(i) Fica entendido e acordado que este seguro, no que se refere ao interesse das Partes Indenizadas, não será invalidado ou de qualquer modo prejudicado por qualquer ato ou omissão da Arrendatária, e que deverá segurar as Partes Indenizadas, independentemente de quebras ou violações de quaisquer garantias, declarações ou condições contidas nas apólices mantidas pela Arrendatária;

(ii) Os Sinistros serão reajustados junto à Arrendadora e à Mutuante da Arrendadora, e deverão ser pagos diretamente à Mutuante da Arrendadora, no que concerne a todos os juros, em dólares norte-americanos, nos Estados Unidos da América; ressalvando-se, entretanto, que valores inferiores a US$ 25.000,00, relativos a reparos da Aeronave, deverão ser pagos diretamente à Arrendatária;

(iii) No caso de qualquer mudança, restrição ou redução substancial na cobertura ou em caso de cancelamento do seguro, deverá ser entregue por meio de serviço de *courier* com reputação internacional, à Arrendadora ou à Mutuante da Arrendadora, notificação escrita a respeito dessa mudança, restrição ou redução na cobertura ou referente ao cancelamento do referido seguro, aos endereços que se seguem:

[inserir no certificado efetivo os endereços apropriados].

especificando a época, que não deverá ser inferior a 30 (trinta) dias (7 (sete) dias ou tal notificação conforme esteja disponível no que diz respeito a

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cláusulas de guerra) subseqüentes ao envio (por meio da entrega a uma empresa prestadora de serviços de *courier* com reputação em âmbito internacional, para entrega à Arrendadora e à Mutuante da Arrendadora) em que a referida notificação escrita a respeito dessa mudança, restrição, redução na cobertura ou cancelamento será válida;

(iv) As seguradoras da Arrendatária concordam que as Partes Indenizadas não serão responsáveis pelos prêmios de seguro da Arrendatária, decorrentes ou resultantes do presente contrato de arrendamento. As seguradoras da Arrendatária ainda concordam que não haverá compensação em relação a quaisquer reivindicações que possam ser passíveis de pagamento à Arrendatária ou à Arrendadora, ou à Mutuante da Arrendadora, ou a seus cessionários ou seus respectivos diretores, conselheiros, agentes e funcionários;

(v) As seguradoras da Arrendatária concordam em renunciar a todos os direitos de sub-rogação contra as Partes Indenizadas;

(vi) Qualquer prêmio devido à seguradora em conseqüência do seguro efetuado por este endosso será de responsabilidade da Arrendatária, e não de responsabilidade das Partes Indenizadas, ressalvando-se, entretanto, que:

(1) No caso de a Arrendatária vir a negligenciar o pagamento de quaisquer prêmios devidos em conformidade com os termos do presente endosso e da apólice do mesmo, qualquer das Partes Indenizadas poderá, a seu critério, optar por dar continuidade a esse seguro e, contra apresentação, efetuar o pagamento do prêmio; e

(2) No caso de qualquer aumento aparente de riscos, qualquer das Partes Indenizadas poderá, contra apresentação, pagar o prêmio desse aumento de risco se essa Parte Indenizada desejar esse seguro, e se o prêmio não for de outro modo pago pela Arrendatária;

(vii) No caso de a Arrendatária obter apólices separadas para a cobertura do seguro Total de Fuselagem e do seguro contra Riscos de Guerra e Perigos Correlatos, todas essas apólices deverão incluir um acordo de quitação provisória de reivindicações com base em uma proporção de 50% cada em caso de disputas sobre as quais a apólice ofereça cobertura do sinistro.

2. **Seguro de Responsabilidade**.

2.1. As Partes Indenizadas, e cada um de seus respectivos diretores, conselheiros, agentes, funcionários e coligadas deverão ser designados como beneficiários adicionais, em conformidade com os termos da apólice de responsabilidades de aviação da Arrendatária, em relação à total extensão dos acordos de indenização do presente Arrendamento, apólice esta que

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deverá ficar nos limites não inferiores ao limite simples combinado de US$ 150.000.000,00.

2.2 A apólice de responsabilidade deverá incluir o seguinte endosso ou ampliações de cobertura:

(i) A apólice acima deverá ser endossada de forma a dispor que a inclusão de mais de uma pessoa física, associação de pessoas, pessoa jurídica, organização, firma ou entidade como beneficiário designado em conformidade com os termos dessa apólice não afetará, a qualquer título, os direitos de qualquer dessas pessoas físicas, associações de pessoas, pessoas jurídicas, organizações, firmas ou entidades, tanto no que diz respeito a qualquer reivindicação, demanda, processo ou sentença proferida ou impetrada por meio ou a favor de qualquer outro beneficiário, ou por meio ou em favor de qualquer funcionário desse outro beneficiário. É intenção da presente apólice proteger cada pessoa física, associação de pessoas, pessoa jurídica, organização, firma ou entidade no que diz respeito a qualquer demanda reivindicatória, processo ou sentença, na mesma forma que se uma apólice separada tivesse sido emitida para cada um; entretanto, nada contido no presente deverá operar de forma a aumentar o limite de responsabilidade da seguradora, conforme especificado nessa apólice;

(ii) O seguro proporcionado por essa apólice não deverá ser invalidado, no que diz respeito às Partes Indenizadas, por qualquer ato ou omissão por parte da Arrendatária, ou pela incapacidade, da Arrendatária, de tomar qualquer medida necessária no que diz respeito a esse seguro;

(iii) A apólice acima deverá ser primordial e não contributória, tampouco excessiva, no que diz respeito a qualquer outro seguro que possa estar disponível para a proteção das Partes Indenizadas;

(iv) No caso de qualquer mudança, restrição ou redução substancial na cobertura ou em caso de cancelamento do seguro, deverá ser enviada por correio notificação escrita a respeito dessa mudança, restrição ou redução na cobertura ou a respeito do cancelamento do referido seguro às Partes Indenizadas, incluindo a Arrendadora e a Mutuante da Arrendadora, aos endereços que se seguem:

[em branco].

especificando a época, que não deverá ser inferior a 30 (trinta) dias subseqüentes ao recebimento da referida notificação escrita, em que essa mudança, restrição, redução na cobertura ou cancelamento será válida;

(v) As seguradoras da Arrendatária concordam que as Partes Indenizadas não serão responsáveis pelos prêmios de seguro da Arrendatária, decorrentes ou

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resultantes do presente contrato de arrendamento. As seguradoras da Arrendatária ainda concordam que não haverá compensação em relação a quaisquer reivindicações que possam ser passíveis de pagamento à Arrendatária ou à Arrendadora, ou a seus cessionários ou seus respectivos diretores, conselheiros, agentes e funcionários;

(vi) Qualquer prêmio devido à seguradora em conseqüência do seguro efetuado por este endosso será de responsabilidade da Arrendatária, e não de responsabilidade de qualquer Parte Indenizada; ressalvando-se, entretanto, que:

(1) No caso de a Arrendatária vir a negligenciar o pagamento de quaisquer prêmios devidos em conformidade com os termos do presente endosso e da apólice do mesmo, essa Parte Indenizada poderá, a seu critério, optar por dar continuidade a esse seguro e, contra apresentação, efetuar o pagamento do prêmio; e

(2) No caso de qualquer aumento aparente de riscos, a Arrendadora poderá, contra apresentação, pagar o prêmio desse aumento de risco se esta assim desejar esse seguro, e se o prêmio não for de outro modo pago pela Arrendatária.

3. **Seguro Total de Sobressalentes**. A Arrendatária deverá contratar e manter, por todo o Prazo, determinado seguro total para peças sobressalentes, que ofereça cobertura aos Sobressalentes, em um valor que não deverá ser inferior ao valor total de reposição e oferecendo cobertura a todas as outras peças sobressalentes da Arrendatária, contra tais riscos conforme a Arrendadora venha a solicitar de forma razoável.

4. Resseguro.

4.1 Se o seguro exigido no presente estiver sujeito a resseguro, as apólices de resseguro deverão:

(i) Incorporar todas as disposições, acordos e compromissos do seguro original;

(ii) Dispor a respeito do pagamento a ser efetuado à ordem da Mutuante da Arrendadora, não obstante a qualquer falência, insolvência, liquidação ou dissolução da seguradora original e independentemente de a seguradora original ter efetuado qualquer pagamento em conformidade com os termos das apólices de seguro originais;

(iii) Conter cláusulas "*cutthrough*" [endosso direto] satisfatórias, que disponham a respeito do pagamento direto, à ordem da Arrendadora. Adicionalmente, a Arrendatária deverá fazer com que as seguradoras originais cedam o benefício e os resultados do resseguro, no que diz

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respeito aos seguros de Fuselagem, Sobressalentes e Riscos de Guerra e, a esse respeito, celebrem uma cessão de resseguro em forma e teor satisfatórios à Arrendadora.

TODAS AS COBERTURAS DEVERÃO EXISTIR EM ÂMBITO MUNDIAL E A OPERAÇÃO DA AERONAVE ESTÁ SUJEITA, SOB TODOS OS ASPECTOS, À APROVAÇÃO DA ARRENDADORA E DE SUA MUTUANTE.

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Atenciosamente,

[Em Branco].

-.-.-.

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1. Garantia.

(a) A Avalista, de forma incondicional e irrevogável, garante à Proprietária o devido e pontual cumprimento, por parte da Arrendatária, de todos os compromissos, acordos e obrigações da Arrendatária, de qualquer espécie, em conformidade com os termos do Contrato (denominadas doravante, no presente, simplesmente como as "Obrigações"). Essa garantia se constitui como uma garantia absoluta, incondicional e permanente, e, na extensão que esta tenha relação com uma obrigação de pagamento por parte da Arrendatária, se constitui como uma garantia de pagamento e não de cobrança. A presente Garantia, de forma alguma, se encontra condicionada a qualquer tentativa de cobrança da Arrendatária, ou a uma tentativa no sentido de constranger a Arrendatária a cumprir obrigações que não obrigações de pagamento, ou pertinentes a qualquer outro evento ou contingência. A responsabilidade da Avalista é a de um devedor principal e a Proprietária poderá instaurar processos contra a Avalista sem que instaure processos contra a Arrendatária, e sem realizar qualquer outra garantia ou tomar qualquer outra medida que a Proprietária possa estar autorizada a tomar. A presente Garantia consiste em uma garantia de todas as obrigações da Arrendatária, e deverá ser obrigatória e exeqüível contra a Avalista sem se considerar qualquer alteração no relacionamento da Avalista para com a Arrendatária, ou qualquer aditamento ou modificação a qualquer das obrigações da Arrendatária, em conformidade com as Obrigações, ou com a autenticidade, regularidade, validade ou exeqüibilidade das Obrigações ou de qualquer prazo das mesmas, ou ausência de poder ou autoridade de qualquer parte para celebrar as Obrigações.

(b) A presente Garantia permanecerá em pleno vigor e efeito até que as Obrigações tenham sido irrevogavelmente satisfeitas e pagas na íntegra à Proprietária. No caso de qualquer pagamento que tenha sido efetuado antes da expiração da presente Garantia, por parte da Arrendatária, à Proprietária, vir a ser posteriormente rescindido ou declarado nulo em virtude de qualquer lei, a presente Garantia deverá ser restituída em pleno vigor e efeito, e a responsabilidade da Avalista, em conformidade com os termos do presente, deverá ser calculada como se essas importâncias em dinheiro nunca tivessem sido pagas à Proprietária.

(c) A Avalista deverá pagar todos os custos e despesas cabíveis (incluindo, sem se constituir em limitação, honorários e despesas advocatícios cabíveis) incorridos pela Proprietária com relação à execução das obrigações da Arrendatária, em conformidade com as Obrigações, na extensão que esses custos e despesas não sejam pagos pela Arrendatária, ou de outro modo, e

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com relação à execução das Obrigações da Avalista, em conformidade com os termos da presente Garantia.

2. Obrigações de Avalista Absoluta, etc. As Obrigações da Avalista, em conformidade com os termos do presente, serão absolutas e incondicionais, e não estarão sujeitas a qualquer reconvenção, compensação, dedução, abatimento ou justificativa, com base em qualquer reivindicação que a Avalista ou a Arrendatária possa ter contra a Proprietária ou contra qualquer coligada da mesma, e deverá permanecer em pleno vigor e efeito sem se considerar, assim como não deverá ser quitada, descartada ou de qualquer modo afetada, por qualquer circunstância ou condição (independentemente de a Avalista ter qualquer conhecimento ou notícia do mesmo), incluindo, sem se constituir em limitação, qualquer ato, por parte da Proprietária, praticado sem o consentimento da Avalista, sem notificação à Avalista e sem afetar ou prejudicar as obrigações da Avalista, em conformidade com os termos do presente, no sentido de praticar qualquer dos seguintes atos:

(a) renovar, prorrogar, modificar, quitar ou descartar qualquer das Obrigações ou quaisquer obrigações de outros avalistas (se houver) ou de qualquer outra parte, em qualquer época, que seja responsável, de forma direta ou contingente, pelo pagamento de qualquer das referidas Obrigações; (b) aceitar pagamentos parciais relativos às referidas Obrigações; (c) pagar, quitar (por força de lei ou de outro modo), compor, transigir, cobrar ou liquidar qualquer das referidas Obrigações, bem como a garantia relacionada às mesmas, de qualquer maneira; (d) consentir com a transferência de garantia, obter e manter fianças ou garantias adicionais em relação às referidas Obrigações e aditar, permutar, quitar ou renunciar qualquer fiança ou garantia; ou (e) fazer lances e comprar em qualquer venda de papéis ou títulos de dívida, e solicitar qualquer título de dívida e fornecer instruções quanto à ordem e maneira da venda, em conformidade com a lei. A Avalista ainda concorda, expressamente, em cumprir qualquer laudo expedido por um árbitro ou por um painel arbitral ou corte, em conformidade com os termos do Contrato.

As obrigações incondicionais da Avalista, estipuladas no presente, constituem a obrigação total de recursos da Avalista, exeqüível contra a Avalista, na extensão completa de todos os seus ativos e propriedades.

3. Renúncia. No que diz respeito às obrigações incondicionais da Avalista, em conformidade com os termos da presente Garantia, a Avalista renuncia, de forma incondicional, na extensão permitida pela lei, pelo estado de direito ou de outro modo: (a) a todas as notificações que possam ser necessárias para preservar quaisquer direitos contra a Avalista, em conformidade com os

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termos do presente, incluindo, sem se constituir em limitação, qualquer demanda, protesto, processo de notificação pelo não pagamento de todos os montantes, incluindo indenizações por danos, passíveis de pagamento em conformidade com o Contrato ou com qualquer notificação de qualquer falha por parte da Arrendatária em executar ou cumprir com qualquer compromisso, termo ou obrigação, em conformidade com os termos do Contrato; (b) a qualquer exigência relativa à execução, asserção ou exercício de qualquer direito, remédio, poder ou privilégio em conformidade ou no que diz respeito às Obrigações; (c) a qualquer exigência de diligência; (d) a qualquer exigência no sentido de que a Arrendatária se una como uma parte em quaisquer procedimentos judiciais que tenham como objetivo fazer valer qualquer disposição da presente Garantia; (e) ao aceite da presente Garantia por parte da Proprietária, ou a qualquer notificação no que se refere à intenção de tomar a mesma como base; (f) a qualquer direito ao qual possa estar autorizada, no sentido de que os ativos da Arrendatária sejam primeiramente utilizados ou exauridos para a satisfação das Obrigações; e (g) a qualquer acordo no sentido de a Arrendatária ser processada, e de todas as reivindicações contra a Arrendatária serem concluídas ou adjudicadas antes de uma ação ou procedimento judicial ser instaurada contra a Avalista.

A Avalista desde já renuncia, na maior extensão permitida por lei, a todas as defesas que a Avalista venha a ter direito, incluindo, entre outros, ao benefício da ordem contemplado no artigo 1.491 do Código Civil Brasileiro e 261 do Código Comercial Brasileiro, bem como os benefícios contemplados nos artigos 1.499, 1.500, 1.502 e 1.503 do Código Civil Brasileiro.

4. Garantias Adicionais. A Avalista concorda, às suas expensas, em imediata e devidamente assinar e entregar à Proprietária tais outros documentos e garantias, bem como a tomar tais outras medidas conforme a Proprietária possa, de tempo em tempo, vir a solicitar, de forma razoável, com o intuito de levar a cabo, de forma mais eficaz, a intenção e o propósito da presente Garantia, e de determinar e proteger os direitos e recursos criados ou que se pretenda criar em favor da Proprietária.

5. Direitos de Negociação com a Arrendatária. Em qualquer época e de tempo em tempo, sem extinguir, afetar ou prejudicar a validade da presente Garantia ou das obrigações da Avalista em conformidade com os termos do presente, a Proprietária poderá negociar com a Arrendatária, da mesma maneira e tão plenamente como se esta Garantia não existisse, bem como estará autorizada, entre outras coisas, a conceder à Arrendatária tal prorrogação, ou tais prorrogações de prazo para o cumprimento, ou a

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renunciar a qualquer obrigação de cumprimento por parte da Arrendatária, em relação a qualquer ato ou atos, conforme possa ser considerado recomendável por parte da Proprietária; ressalvando-se, entretanto, que nenhuma dessas renúncias ou prorrogações, a qualquer título, deverá limitar ou de outro modo afetar qualquer dos direitos da Proprietária no que diz respeito às obrigações da Avalista, em conformidade com os termos do presente.

6. Declarações e Garantias. A Avalista, pelo presente, declara e garante o seguinte:

(a) A assinatura e entrega da presente Garantia, e o cumprimento das obrigações da Avalista em conformidade com os termos do presente, e a consumação das transações contempladas pelo presente, foram devidamente autorizadas por meio de ato societário, e não resultam, nem resultarão, em qualquer violação, ou constituem ou constituirão qualquer inadimplência, ou resultam ou resultarão na criação ou imposição de qualquer direito de retenção de qualquer espécie, independentemente de sua natureza, a qualquer propriedade ou ativos da Avalista, necessitam ou necessitarão de qualquer aprovação ou autorização, registro ou arquivamento, ou notificação a qualquer Pessoa, em conformidade com os termos de qualquer lei ou qualquer sentença, ordem, mandado judicial, medida cautelar, decreto, norma ou regulamentação de qualquer tribunal ou ministério, comissão, junta, central, agência ou repartição do governo, nacional ou estrangeira, ou qualquer contrato de arrendamento, contrato de venda parcelada, contrato multilateral, hipoteca, escritura de fideicomisso, contrato de mútuo, comprovante de endividamento, ou outro contrato ou instrumento no qual a Avalista se constitua como uma parte, ou pelo qual esta possa ser obrigada, ou ao qual qualquer de seus ativos possa estar sujeito, os quais produziriam um efeito substancialmente desfavorável sobre a atividade comercial ou sobre a condição financeira consolidada da Avalista, ou da capacidade da Avalista em cumprir com suas obrigações, ou consumar as transações contempladas pela presente Garantia.

(b) Não existem processos, investigações ou outros procedimentos judiciais pendentes ou, segundo o melhor conhecimento da Avalista, que se encontrem em iminência, cujo resultado poderia gerar, de forma razoável, uma expectativa, na época do presente, no sentido de produzir um efeito substancialmente desfavorável sobre sua condição financeira, ou sobre sua capacidade de cumprir com suas obrigações, ou de consumar as transações contempladas por sua Garantia.

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7. Compromissos. A Avalista deverá fornecer à Proprietária demonstrações contábeis plenas (no que se refere a demonstrações anuais, no máximo 120 dias após o fechamento de cada exercício social da Avalista, e no que se refere a demonstrações trimestrais, o mais tardar 90 dias após o encerramento de cada exercício social), devidamente certificadas por auditores externos (somente as anuais) e cada uma, de forma compatível com os princípios contábeis geralmente aceitos, mediante solicitação por parte da Proprietária. A Proprietária concorda em manter a confidencialidade dessas demonstrações contábeis, a menos que sua divulgação seja obrigatória por lei ou por processo judicial, e a divulgação das mesmas poderá ser efetuada a tais contadores, advogados, ou outro pessoal da Proprietária que tenha necessidade desse conhecimento, e à mutuante da Proprietária, de tempo em tempo, sendo que a Proprietária concorda que deverá confirmar, mediante solicitação da Arrendatária, que cada um destes manterá essas informações igualmente confidenciais.

A Avalista concorda que não se fundirá ou será incorporada por qualquer outra pessoa jurídica, ou transmitirá, transferirá ou arrendará todos ou substancialmente todos os seus ativos, como um todo, a qualquer pessoa ou entidade, a menos, (i) que a pessoa jurídica constituída por essa fusão ou por quem a Avalista seja incorporada, ou a pessoa física ou jurídica que adquirir, por meio de transmissão, transferência ou arrendamento, todos ou substancialmente todos os ativos da sociedade, como um todo (denominada doravante, no presente, simplesmente como a "Sucessora"), seja um cidadão norte-americano [ou uma entidade de nacionalidade norte-americana]; (ii) a Sucessora assine e entregue à Proprietária, um contrato devidamente autorizado, válido, obrigatório e exeqüível, em forma e teor razoavelmente satisfatórios à Proprietária, incluindo uma assunção, por parte dessa sociedade ou pessoa sucessora, no que concerne ao devido e pontual cumprimento e observância de cada compromisso e condição da presente Garantia, no sentido de ser cumprida ou observada pela Avalista; (iii) imediatamente após se validar essa transação, e em conseqüência da validação dessa transação, nenhuma inadimplência ou violação, em conformidade com os termos da presente Garantia, deverá ter ocorrido e ter tido continuidade; (iv) o patrimônio líquido tangível da Sucessora (determinado em conformidade com os princípios contábeis geralmente aceitos) não deverá ser inferior ao patrimônio líquido tangível da Avalista, com base na entrega da Aeronave à Arrendatária, em conformidade com os termos do presente Arrendamento; e (vi) a Avalista deverá ter entregado à Proprietária um certificado assinado pelo Presidente ou por qualquer vice-presidente da Avalista, e um parecer do advogado, satisfatório à Proprietária,

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cada um declarando que essa fusão, incorporação, transferência ou arrendamento, e o acordo de assunção acima mencionado, estão em conformidade com a presente Cláusula, e que todas as condições suspensivas previstas no presente, relativas a essa transação, foram satisfeitas.

Por ocasião de qualquer fusão ou incorporação, ou de qualquer transmissão, transferência ou arrendamento de todos os substancialmente todos os ativos da Avalista, em conformidade com a presente Cláusula, a Sucessora deverá suceder, bem como ser substituída, e poderá exercer, todo o direito e poder, bem como será responsabilizada por todas as obrigações, na mesma extensão que a Avalista, em conformidade com os termos da presente Garantia, com o mesmo vigor que se essa Sucessora tivesse sido designada como Avalista no presente. Nenhuma dessas transmissões, transferências ou arrendamentos, de todos ou de substancialmente todos os ativos da Avalista, considerados como um todo, possuirão o efeito de isentar a Avalista, ou qualquer Sucessora que tenha se tornado como tal anteriormente na maneira prescrita na presente Cláusula, de sua responsabilidade no que diz respeito ao presente Arrendamento. Em virtude do acima mencionado, a capacidade da Avalista de conduzir uma oferta pública de seu capital acionário não fica restrita.

8. Notificações. Qualquer notificação, solicitação ou demanda será considerada como tendo sido definitivamente apresentada (i) quando corretamente enviada e recebida por uma parte por meio de transmissão por fac-símile ou telecopiadora (com confirmação escrita enviada por correio), (ii) quando entregue em mãos, por ocasião de seu envio e recebimento por meio de serviço de entrega expressa em 24 horas do tipo *courier*, endereçado a cada uma das partes, a seu endereço abaixo especificado (ou em tal outro endereço, como essa parte venha a especificar à outra parte do presente, por escrito):

Se à Proprietária, à:

Pacific Coast Group, Inc.

3291 N. Buffalo Dr.

Suite 8.

Las Vegas, NV 89129 .

À Atenção de: Lawrence W. Olson.

Telefone: 702 256 8203.

fac-símile: 702 256 7209.

Se à Avalista, à:

[em branco].

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9. Renúncia a sub-rogação. A Avalista, pelo presente, renuncia, abandona e desiste de quaisquer direitos ou reivindicações que esta possa ter no momento ou vir a ter doravante no presente, com referência à contribuição, sub-rogação e/ou reembolso proveniente ou por parte da Proprietária, quer de forma direta ou indireta, sendo intenção do presente que a Avalista não venha, de modo algum, se tornar uma credora da Proprietária em virtude do pagamento de qualquer montante, em conformidade com os termos da presente Garantia.

10. Pagamentos. A Avalista deverá efetuar todos os pagamentos à Proprietária, em conformidade com os termos do presente instrumento, em dólares norte-americanos, na maneira prevista no Contrato. Sem se constituir em limitação à generalidade do acima mencionado, todos os pagamentos, em conformidade com os termos da presente Garantia, deverão estar livres e desembaraçados, e sem dedução ou retenção na fonte, no que se refere a impostos (e, se a Avalista for considerada de forma a possuir um estabelecimento permanente, para fins de imposto de renda, em um outro país, ou em outros países, no que se refere a impostos de outro país ou de outros países), e se a Avalista for constrangida, pelo direito aplicável, a efetuar qualquer dessas deduções ou retenções, a Avalista pagará importâncias adicionais, de forma que após qualquer dedução ou retenção na fonte, os valores acordados sejam recebidos pelas partes autorizadas ao mesmo.

A especificação de dólares norte-americanos e do pagamento das Obrigações no local indicado de pagamento é essencial, e os dólares norte-americanos serão a moeda de prestação de contas, em todas as ocasiões. O pagamento das Obrigações da Avalista, em conformidade com os termos da presente Garantia, não deverá ser quitado por um valor pago em uma outra moeda ou em um outro local, quer em conformidade com uma sentença ou de outro modo, na extensão que o valor assim pago, mediante conversão em dólares norte-americanos, e transferência de fundos imediatamente disponíveis ao local de pagamento indicado, de acordo com procedimentos bancários normais, não corresponda ao valor devido, em conformidade com os termos do presente, em dólares norte-americanos.

11. Direito Aplicável, Fórum, Jurisdição e Citação de Processo.

O presente Contrato foi assinado e entregue nos Estados Unidos da América, e deverá, sob todos os aspectos, ser interpretado em conformidade, e regido pelas leis do Estado de Nevada (à exclusão dos princípios de conflitos de leis do Estado de Nevada) aplicáveis a contratos celebrados e a serem cumpridos integralmente no âmbito desse estado dos Estados Unidos.

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A Avalista, pelo presente, concorda, de forma irrevogável, que na extensão que esta, ou que qualquer de seus ativos, esteja investida, ou que possa vir a doravante adquirir, qualquer direito de imunidade, enquanto contra a Proprietária ou sua cessionária, ou seus respectivos sucessores e cessionários, quer esta seja caracterizada como uma imunidade soberana ou de outro modo, de quaisquer procedimentos judiciais, independentemente se nos Estados Unidos da América, ou no Brasil, incluindo, sem se constituir em limitação, imunidades a citações de processo, imunidades de jurisdição ou de julgamento por qualquer corte ou tribunal, imunidade a partir da execução de uma sentença, e imunidade, por parte de qualquer de suas propriedades, no que se refere a seqüestro, antes de qualquer proferimento de sentença, ou de apreensão em auxílio à execução por ocasião de uma sentença, esta, desde já, renunciar, expressa e irrevogavelmente, a qualquer dessas imunidades. A Avalista concorda, de forma irrevogável, que qualquer processo, ação ou procedimento judicial decorrente ou relativo à presente Garantia ou ao Contrato, ou a qualquer das transações contempladas pelo presente, ou pelo mesmo, ou qualquer documento mencionado no presente ou no mesmo, poderá ser instaurado nos juízos de primeira instância, estaduais ou federais, no Estado de Nevada, e esta, pelo presente, renuncia, de forma irrevogável, na mais ampla extensão permitida por lei, qualquer objeção que esta possa ter no momento ou vir a ter doravante, no que concerne à escolha de foro de domicílio, ou à jurisdição, ou à conveniência de fórum de qualquer processo, ação, ou procedimento judicial, e se sujeita, de maneira irrevogável, geral e incondicionalmente, à jurisdição de qualquer desses tribunais, em qualquer desses processos, ações ou procedimentos judiciais. Uma sentença definitiva, desfavorável à Avalista ou à Proprietária, em qualquer processo, será conclusiva, e poderá ser executada em outras jurisdições por meio de processo sobre a sentença, sendo que uma cópia legalizada ou autenticada desta constituirá comprovação conclusiva do fato e do valor de qualquer endividamento ou responsabilidade por parte da Arrendatária ou da Proprietária, conforme possa ser o caso, descrito na mesma; ressalvando-se sempre que a autora poderá, a seu critério, impetrar um processo ou instaurar um procedimento judicial contra a Avalista ou a Proprietária, conforme possa ser o caso, ou contra qualquer de seus ativos, nos tribunais de qualquer país ou de qualquer local em que a Avalista ou a Arrendadora, conforme possa ser o caso, ou tais ativos, possam se encontrar.

Em qualquer ação ou procedimento judicial relativo à presente Garantia ou ao Contrato, pelo presente, de forma irrevogável e incondicional, às expensas da Avalista, é nomeada a The Corporation Trust Company do Estado de Nevada (denominada doravante, no presente, simplesmente como o "Agente

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para Notificações de Processos da Avalista"), situada na 6100 Neil Road, Suite 500, Reno, Nevada, como seu agente para receber, em nome da Avalista e de seus bens, a entrega formal, por meio de correspondência registrada ou com aval de recebimento, sendo solicitado o protocolo comprovante de recebimento, ao endereço desse Agente para Notificações de Processo da Avalista, de cópias de citações e queixas, em qualquer Tribunal, ou outros procedimentos, e, se por qualquer razão, esse Agente para Notificações de Processos da Avalista (ou qualquer Agente para Notificações de Processos da Avalista sucessor) for incapaz de atuar como tal, este deverá notificar, imediatamente, à Proprietária, e, dentro do prazo de trinta dias, deverá ser nomeado um Agente para Notificações de Processo da Avalista sucessor na Cidade de Reno, Estado de Nevada (Agente para Notificações de Processos da Avalista sucessor este que deverá aceitar essa nomeação, por escrito, de forma razoavelmente satisfatória à Proprietária, antes da extinção, por qualquer razão, da nomeação do Agente para Notificações de Processo da Avalista, que o anteceda). Em qualquer ação ou procedimento judicial, a Avalista concorda que essa entrega formal possa ser efetuada à Avalista, por meio da entrega, por correspondência registrada ou com aval de recebimento, com protocolo comprovante de recebimento, de uma cópia desse processo à Avalista, aos cuidados do Agente para Notificações de Processo da Avalista nomeado, ao endereço desse Agente para Notificações de Processo da Avalista. A Avalista, pelo presente, igualmente autoriza e instrui, de forma irrevogável e incondicional, a esse Agente para Notificações de Processo da Avalista, aceitar essa entrega formal em seu nome. A Avalista, pelo presente, renuncia, de forma incondicional a entrega formal de citações pessoalmente, e renuncia ao direito de julgamento pelo tribunal do júri em qualquer ação judicial, em conformidade com os termos da presente Garantia.

A Avalista e a Proprietária desde já elegem o foro da Cidade de São Paulo, Estado de São Paulo, Brasil, para dirimir quaisquer controvérsias ou litígios decorrentes da presente Garantia, caso qualquer uma das partes venha a instaurar uma ação judicial contra a outra dentro de território brasileiro.

12. Disposições Diversas. Se, qualquer termo de sua Garantia, ou qualquer aplicação da mesma, for inválido ou inexeqüível, o restante de sua Garantia e qualquer outra aplicação desse termo não deverá ser afetado pelo mesmo. A Avalista será obrigada a efetuar o pagamento das importâncias devidas, conforme possam ser especificadas em uma notificação emitida pela Proprietária, endereçada à Avalista, e esse pagamento deverá ser efetuado dentro do prazo de 03 (três) Dias Úteis subseqüentemente ao mesmo, sem qualquer objeção ou atraso. Qualquer importância assim especificada em

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uma notificação e assinada pela Proprietária, constituirá prova incontroversa, enquanto entre a Avalista e a Proprietária, do vencimento da mesma e a Avalista renuncia a todos os direitos de questionar ou efetuar altercações no que concerne à importância. A Avalista não deverá ceder ou transferir qualquer de suas obrigações, em conformidade com os termos do presente, sem o consentimento e a aprovação escritas da Proprietária. A Proprietária poderá ceder, transferir e transmitir sua Garantia sem o consentimento da Avalista, em conseqüência do que, essa cessão, transferência ou transmissão, a esse cessionário ou transferido, será investida de todos os direitos e benefício da Proprietária, em conformidade com os termos do presente. A Avalista reconhece e consente, para a cessão de sua Garantia à mutuante da Proprietária como garantia. Os termos de sua Garantia não deverão ser renunciados, alterados ou modificados, aditados ou rescindidos, independentemente de sua natureza, a não ser por meio de instrumento escrito assinado pela Proprietária e pela Avalista. A presente Garantia será obrigatória à Avalista, à Proprietária, e a seus respectivos herdeiros, sucessores e cessionários. A presente Garantia permanecerá em pleno vigor e efeito e será obrigatória à Avalista e a seus herdeiros, sucessores e cessionários, até o pagamento, na íntegra, e o cumprimento, de todas as obrigações da Arrendatária, garantidas pelo presente.

O RESTANTE DESTA PÁGINA FOI INTENCIONALMENTE DEIXADO EM BRANCO.

A PRÓXIMA PÁGINA É A PÁGINA DE ASSINATURAS.

EM TESTEMUNHO DO QUE, a Avalista fez com que a presente Garantia fosse assinada e entregue no dia primeiramente escrito acima.

Avalista.
Assinado por: [Em Branco].
Nome impresso: [Em Branco].
Cargo: [Em Branco].
Assinado por: [Em Branco].
Nome impresso: [Em Branco].
Cargo: [Em Branco].
Testemunhas: -
Assinado por: [Em Branco].
Cédula de identidade: [Em Branco].
Assinado por: [Em Branco].
Cédula de identidade: [Em Branco].

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APÊNDICE A
DEFINIÇÕES

CONTRATO DE ARRENDAMENTO OPERACIONAL (AERONAVE 22167).

As definições expressas no presente aplicar-se-ão tanto às formas singulares quanto plurais dos termos definidos.

"Motor Alternativo Aceitável" significa um motor Pratt & Whitney Modelo JT8D-15 ou um motor do mesmo fabricante, ou um modelo similar ou aperfeiçoado, com o mesmo ou com um status contendo modificações aperfeiçoadas, em qualquer circunstância, com valor e utilidade equivalente ou maior e adequado para instalação e utilização na Estrutura da Aeronave; ressalvando-se que esse motor deverá ser do mesmo modelo e fabricante que o outro motor instalado na Estrutura da Aeronave.

"Certificado Aceitável" significa o certificado de aceite em relação à Aeronave, substancialmente na forma do Documento C anexo ao Arrendamento, assinado pela Arrendatária e pela Arrendadora na Data da Entrega.

"Beneficiários Adicionais" significa cada uma das Partes Indenizadas, juntamente com cada uma de suas respectivas Coligadas, sucessores e cessionários autorizados, e cada um de seus respectivos diretores, conselheiros, agentes e funcionários e "Beneficiário Adicional" significa qualquer um dos acima mencionados.

"Coligada" de qualquer Pessoa significa qualquer outra Pessoa que direta ou indiretamente controle, seja controlada ou esteja sob controle comum com essa Pessoa. Para as finalidades da presente definição, "controle", quando utilizado no que diz respeito a qualquer Pessoa especificada, significa o poder, de forma geral, de conduzir a administração e as políticas dessa Pessoa, direta ou indiretamente, quer pela detenção de títulos mobiliários com direito a voto, por contrato ou de outro modo, e os termos "que controle" e "controlada" possuirão significados correlatos ao acima mencionado.

"Aeronave" significa a Estrutura da Aeronave, juntamente com os 03 (três) Motores e quaisquer Sobressalentes (constituídos de qualquer Motor Sobressalente, Peças Sobressalentes e Ferramental) conforme possa ser o caso, por meio do aditamento ou outro suplemento ao presente Arrendamento, arrendada à Arrendatária em conformidade com os termos do presente Arrendamento.

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"Documentos da Aeronave" significa, conforme aplicável, os registros, diários de bordo, dados, manuais e documentos relacionados no Anexo 4 do Certificado de Aceite, e aqueles listados no Documento D, apenso ao presente Arrendamento, conforme devam ser devolvidos à Arrendadora por parte da Arrendatária, e conforme aplicáveis às obrigações da Arrendatária no decorrer do Prazo, ao direito e detenção proprietária por parte da Arrendadora, no que se refere aos mesmos, e às obrigações da Arrendatária no que concerne à devolução, esse termo significará ainda os documentos mencionados na Cláusula 5(b) do Arrendamento, quer assim declarados ou não.

"Estrutura da Aeronave" significa (i) a aeronave BOEING, Modelo 727-243F contendo número de série do fabricante 22167 (com exceção dos Motores ou motores que sejam periodicamente instalados na mesma) arrendada em conformidade com os termos do Arrendamento, pela Arrendadora, à Arrendatária, de acordo com o Suplemento de Arrendamento Inicial; e (ii) todas e quaisquer Peças, na proporção que as mesmas se encontrem incorporadas, instaladas ou afixadas a essa estrutura de aeronave, ou contanto que o título de propriedade das mesmas permaneça investido à Arrendadora, em conformidade com os termos do Arrendamento, após sua remoção da Estrutura da Aeronave.

"Diretiva de Aeronavegabilidade" significa qualquer diretiva de aeronavegabilidade ou qualquer outra regulamentação, diretiva ou instrução, obrigatória ou recomendada, incluindo alterações obrigatórias ou recomendadas pelos fabricantes, notificações e/ou boletins de serviços ou diretivas de aeronavegabilidade, regulamentações obrigatórias ou recomendadas, diretivas ou instruções, ou mudanças na lei ou nas regulamentações, emitidas pelo fabricante, pela Autoridade de Registro, pela FAA, e aquelas expedidas por qualquer agência ou autoridade governamental, asseverando a jurisdição com competência sobre a Aeronave ou sobre sua utilização, operação ou manutenção, as quais possam, de tempo em tempo, ser expedidas, e as quais tenham sua execução de outro modo exigida, no que se refere a estruturas de aeronave ou motores do mesmo tipo que os da Estrutura da Aeronave ou dos Motores, visando atender as exigências do direito aplicável, relativas ao transporte público de passageiros e/ou cargas.

"Prestador de Serviços de Manutenção Aprovado" significa ou: (a) unidade de reparo e manutenção aprovada e autorizada pela FAA, nos Estados Unidos, idônea, em conformidade com as regulamentações da FAA, nos Estados Unidos; ou (b) a própria Arrendatária, ou (c) uma unidade de reparo

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e manutenção aprovada, antecipadamente, por escrito, pela Arrendadora, de tempo em tempo, no decorrer do Prazo.

"Taxa Básica" significa, no que diz respeito a qualquer importância em dólares sobre a qual se deva calcular juros, a taxa de juros aplicável a essa importância, de tempo em tempo, no curso do período de cálculo em questão, que se constitua na taxa oferecida, se houver, na página 3750 da tela da Telerate ["Teletaxa"] que exibe a taxa de juros LIBO definida em relação a Depósitos com duração de um mês, determinada às 11 horas da manhã de data que caia dois Dias Úteis antes do início do período em relação ao qual o cálculo é efetuado.

"Aluguel Básico" possui o significado especificado na Cláusula 3(b) do presente.

"Data de Aluguel Básico" significará o 22º dia civil de cada mês civil no decorrer do Prazo, e inclusive a data em que a Arrendatária deverá devolver a Aeronave à Arrendadora, em conformidade com os termos do presente Arrendamento.

"Brasil" significa a República Federativa do Brasil.

"Dia Útil" significa qualquer dia (outro que não um sábado ou domingo) em que as instituições bancárias na Cidade de Las Vegas, Estado de Nevada [EUA], e na Cidade de São Paulo, Brasil, estão autorizadas ou são obrigadas por lei, regulamentações ou ato administrativo a estarem abertas para a realização de negócios.

"Checagem C" significa uma Checagem "C", conforme esse termo é definido no Programa de Manutenção relativo à Aeronave.

"Código" significa o Código Tributário Federal norte-americano de 1986, conforme esteja atualmente em vigor, ou conforme venha a ser doravante aditado.

"Ciclo" significa o ciclo compreendido entre uma decolagem e uma aterrissagem da Aeronave.

"Checagem D" significa a Checagem "D", conforme esse termo é definido no Programa de Manutenção relativo à Aeronave.

"Inadimplência" significa qualquer evento ou condição que, com a apresentação de notificação, decorrer do tempo, ou ambos, passaria a se constituir como um Evento de Inadimplência.

"Data da Entrega" significa a data em que a Aeronave é arrendada pela Arrendadora, à Arrendatária, e aceita pela Arrendatária em conformidade com os termos do Arrendamento, conforme comprovada pelo Certificado de Aceite e pelo Suplemento de Arrendamento Inicial.

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"Horário da Entrega" significa o horário da entrega da Aeronave e dos Documentos da Aeronave, por parte da Arrendadora, à Arrendatária, na Data da Entrega, conforme especificado no Suplemento de Arrendamento Inicial.

"Dólares" e "Dólares norte-americanos" e "$" e "US$", individualmente, significam a moeda oficial dos Estados Unidos da América.

"Motor" significa (i) cada um dos 03 (três) motores Pratt & Whitney Modelo JT8D-15 listados pelos números de série do fabricante no Suplemento de Arrendamento Inicial, e instalados originariamente na Estrutura da Aeronave, independentemente de estarem ou não, de tempo em tempo, posteriormente instalados nessa Estrutura de Aeronave, ou se instalados em qualquer outra estrutura de aeronave, ou em qualquer outra aeronave; (ii) o Motor Sobressalente, se houver, (iii) qualquer Motor Alternativo Aceitável que possa, de tempo em tempo, ser substituído por um Motor arrendado em conformidade com os termos do Arrendamento; e (iv) todas e quaisquer Peças incorporadas, instaladas ou afixadas a esse Motor ou todas e quaisquer Peças removidas desse motor, na proporção que o título de propriedade das mesmas permaneça investido à Arrendadora, em conformidade com os termos da Cláusula 8 do Arrendamento, após remoção a partir do Motor (Peças estas que deverão incluir, contudo não deverão se limitar, os acessórios de motor, componentes de controle específicos para os motores Pratt & Whitney Modelo JT8D-15). Salvo conforme de outro modo especificado em qualquer Documento Válido, em tal época conforme um Motor Alternativo Aceitável venha a ser dessa maneira substituído, o Motor substituído deixará de ser um Motor. O termo "Motores" significa ainda, com base em qualquer data de determinação, todos os Motores então arrendados em conformidade com o Arrendamento.

"Equipamentos" significará a Aeronave, a Estrutura da Aeronave e qualquer Motor e/ou qualquer Peça.

"Evento de Inadimplência" possui o significado especificado na Cláusula 14 do Arrendamento.

"Ocorrência de Sinistro" no que diz respeito à Aeronave, à Estrutura da Aeronave ou a qualquer Motor, significa qualquer dos seguintes eventos, no que diz respeito a essa propriedade: (i) a perda dessa propriedade ou de sua utilização em função da destruição ou avaria a essa propriedade que torne sua reparação antieconômica ou que torne essa propriedade permanentemente inadequada ao uso normal por qualquer razão, independentemente de sua natureza; (ii) qualquer avaria a essa propriedade que resulte em um pagamento de seguro no que diz respeito a essa propriedade, em bases de perda total ou perda total interpretativa ou

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conciliatória; (iii) (a) o roubo, seqüestro, desaparecimento dessa propriedade por um período que ultrapasse 05 dias consecutivos ou, se anterior, além da Data de Expiração do Arrendamento ou (b) o confisco, desapropriação ou seqüestro, ou requisição do título de propriedade ou para utilização dessa propriedade por parte de qualquer autoridade governamental ou pretendida autoridade governamental que tenha resultado na perda da posse dessa propriedade ou na perda do título de propriedade por parte da Arrendadora, conforme possa ser o caso, por um período que ultrapasse 05 dias consecutivos ou, se anterior, além da Data da Expiração do Arrendamento; (iv) qualquer "aterrissagem" da Aeronave, ou a incapacidade de operar a Aeronave, por um período de 30 dias ou mais ou, se anterior, além da Data da Expiração do Arrendamento, em função de atos por parte de qualquer órgão governamental; ou (v) a operação ou localização da Aeronave em qualquer área excluída de cobertura por parte de qualquer apólice de seguro em vigor no que diz respeito a essa propriedade. Uma Ocorrência de Sinistro no que diz respeito à Aeronave será considerada de forma a ter ocorrido se for verificada uma Ocorrência de Sinistro no que diz respeito à Estrutura da Aeronave.

"Despesas" significa todas e quaisquer responsabilidades, obrigações, prejuízos, avarias, multas, reivindicações (incluindo, contudo sem se constituir em limitação, negligência, responsabilidade estrita ou absoluta, responsabilidade por atos ilícitos e responsabilidades decorrentes da violação de leis ou exigências regulamentares de qualquer espécie), ações, processos, custos de desembolso, despesas e desembolsos (incluindo honorários advocatícios cabíveis e todos os custos e despesas relativos a aditamentos, suplementos, renúncias e consentimentos, e ao amparo dos Documentos Válidos).

"FAA" significa a Administração de Aviação Federal dos Estados Unidos ["Federal Aviation Administration"] e incluindo todas as outras agências do governo dos Estados Unidos que tenham autoridade sobre a aeronavegação, registro, operação e normas de utilização relativas a aeronaves civis registradas nos Estados Unidos.

"FAR" significa as Regulamentações da Aviação Federal dos Estados Unidos ["Federal Aviation Regulations"].

"Inspeção Final" possui o significado especificado no parágrafo 13 do Documento E apenso ao Arrendamento.

"Avalista" significa tanto a Transportadora Sulista S.A., sociedade constituída no Brasil, Alfredo Meister Neto, pessoa física e cidadão brasileiro, quanto

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Amadeu Bruning, pessoa física e cidadão brasileiro, sendo que cada um deverá assinar e entregar uma Garantia.

"Garantia" significa o acordo de garantia incondicional assinado e entregue por cada Avalista, na forma do Documento G apenso ao Arrendamento.

"Hora" significa cada período de 60 minutos ou parte do mesmo que ocorre no decorrer de cada Ciclo.

"Partes Indenizadas" significa cada um entre a Arrendadora, a Mutuante da Arrendadora, a Stambaugh Aviation Incorporated, a LAL Aircraft Leasing Projekt Nr. 6 GmbH, a Lufthansa Cargo AG, a Lufthansa Cargo India Ltd. e qualquer de suas respectivas Coligadas, sucessoras, cessionários, agentes, servidores, conselheiros, diretores e funcionários de cada um dos acima mencionados, e "Parte Indenizada" significa qualquer dos acima mencionados.

"Suplemento de Arrendamento Inicial" significa o Suplemento de Arrendamento de Número 1, substancialmente na forma do Documento A anexo ao Arrendamento, a ser celebrado entre a Arrendadora e a Arrendatária, na Data da Entrega, com o propósito de arrendar a Aeronave e os Documentos da Aeronave, em conformidade e de acordo com os termos do Arrendamento.

"Seguros" possuirá o significado especificado na Cláusula 11(a) do Arrendamento, e conforme o termo é mais bem descrito no Documento F do presente.

"Arrendamento" significa o Contrato de Arrendamento operacional (Aeronave 22167) datado com base na data declarada no Suplemento de Arrendamento, com base na data do Contrato de Arrendamento, celebrado entre a Arrendadora e a Arrendatária, incluindo todos os anexos, suplementos e documentos que fazem parte do mesmo, tudo conforme aditado, modificado ou suplementado de tempo em tempo, em conformidade com as disposições aplicáveis do mesmo.

"Data de Expiração do Arrendamento" significa a data de expiração do presente Arrendamento, que deverá ser o dia do mês que corresponde ao 60º (sexagésimo) aniversário mensal da Data da Entrega imediatamente subseqüente à Data da Entrega. Essa data deverá ser especificada no Suplemento de Arrendamento Inicial.

"Suplemento de Arrendamento" significa o Suplemento de Arrendamento Inicial e qualquer Suplemento de Arrendamento subseqüente celebrado em conformidade com os termos do Arrendamento.

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"Arrendatária" significa a Total Linhas Aéreas S.A., sociedade anônima devidamente constituída e existente em conformidade com os termos das leis do Brasil, e seus sucessores e cessionários autorizados.

"Documentos da Arrendatária" significa o Arrendamento, qualquer Suplemento de Arrendamento, o Certificado de Aceite, e quaisquer outros documentos assinados pela Arrendatária com relação às transações contempladas pelo Arrendamento.

"Arrendadora" significa a Pacific Coast Group, Inc., sociedade anônima devidamente constituída e existente em conformidade com os termos das leis do Estado de Nevada, EUA, juntamente com suas sucessoras e cessionárias.

"Documentos da Arrendadora" significa o Arrendamento, qualquer Suplemento de Arrendamento e quaisquer outros documentos assinados pela Arrendadora com relação às transações contempladas pelo Arrendamento.

"Direitos de Retenção da Arrendadora" significa qualquer Direito de Retenção ou alienação de título que venha a ter sua origem em conseqüência de (i) reivindicações contra a Arrendadora não relacionadas às transações contempladas pelos Documentos Válidos, ou (ii) qualquer ato ou omissão da Arrendadora que não esteja relacionado às transações contempladas pelos Documentos Válidos, ou que constitua uma violação, por parte da Arrendadora, de qualquer dos termos dos Documentos Válidos.

"Mutuante da Arrendadora" significa uma instituição bancária ou outra instituição financeira identificada, de tempo em tempo, por parte da Arrendadora à Arrendatária, por meio de documento escrito separado, em favor da qual a Hipoteca é concedida pela Arrendadora, incluindo tal outro detentor de um direito real de garantia na Aeronave e/ou cessionário do presente Arrendamento (ou qualquer interesse na mesma), cujo direito real de garantia e/ou cessão seja adquirido em troca do financiamento disponibilizado à Arrendadora para adquirir a Aeronave ou para refinanciar a aquisição da Aeronave, por parte da Arrendadora.

"Direito de Retenção" significa qualquer hipoteca, penhor, direito de retenção, ônus, direito de detenção, direito de compensação, gravame, arrendamento, exercício de direitos, ou outro direito real de garantia de qualquer espécie, independentemente de sua natureza, e não importando a maneira pela qual foi criado (incluindo, sem se constituir em limitação, quaisquer contratos de venda condicional ou com outra reserva de domínio) ou reivindicação.

"Componente com Vida Útil Limitada" significa qualquer Peça (outra que não um Motor completo, trem de pouso completo, APU completa ou

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Estrutura de Aeronave completa) que tenha a vida útil medida em conformidade com as diretrizes e recomendações aplicáveis do fabricante, especificadas por horas, ciclos ou tempo corrido (aquele que for o fato mais limitativo).

"Programa de Manutenção" significa um programa de manutenção (e todos os aditamentos ao mesmo) relacionado à Aeronave, aprovado pela Autoridade de Registro e pela Arrendadora, por escrito, programa este que, sob todos os aspectos substanciais, incorporará um programa de manutenção e inspeção para a Aeronave que esteja em conformidade com o programa de manutenção e inspeção do fabricante da Aeronave e o SRM (manual de reparo estrutural), incluindo, sem se constituir em limitação, um programa que compreenda a manutenção programada da Estrutura da Aeronave, dos Motores e das Peças, incluindo, contudo sem se constituir em limitação, a prestação de serviços de assistência técnica, realização de testes, manutenção preventiva, manutenção monitorada de condição, reparos, inspeções estruturas, checagens de sistemas, revisões, modificações aprovadas, boletins de serviços obrigatórios, ordens de engenharia, diretivas de aeronavegabilidade, controle de corrosão (CPCP), inspeções e tratamentos.

"Fabricante" significa a Boeing, no que diz respeito à Aeronave, considerada como um todo, e os respectivos fabricantes do Motor, e de todas as Peças.

"Hipoteca" significa qualquer escritura de hipoteca ou contrato de fiança, ou qualquer hipoteca de sucessor ou contrato de fiança de sucessor que ofereça cobertura à Aeronave, entre Arrendadora e Mutuante da Arrendadora.

"Outro Arrendamento" significa o contrato de arrendamento operacional celebrado entre a Arrendadora, em sua qualidade de arrendadora, e a Arrendatária, em sua qualidade de arrendatária, no que diz respeito a uma aeronave Boeing modelo 727-200, que contenha o número 22053 como sendo o número de série do fabricante.

"Documentos Válidos" significa cada um entre o Arrendamento, qualquer Suplemento de Arrendamento, o Certificado de Aceite, cada Garantia e quaisquer outros documentos, aditamentos ou instrumentos assinados com relação às transações contempladas pelo Arrendamento.

"Taxa de Atraso" significa uma taxa anual equivalente a 10% sobre a Taxa Básica, contudo em nenhuma circunstância essa Taxa de Atraso deverá exceder essa taxa, conforme permitido pela lei aplicável.

"Peças" significa todos os aparelhos, peças, instrumentos, objetos de vôo, guarnições, acessórios, mobílias e outros equipamentos, independentemente de sua natureza (outros que não Motores ou motores completos) que em

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qualquer época de determinação se encontrem incorporados, instalados ou afixados à Estrutura da Aeronave, ou a qualquer Motor, ou cujo título de propriedade permaneça investido à Arrendadora, em conformidade com a Cláusula 8 do Arrendamento. Salvo conforme de outro modo especificado em qualquer Documento Válido, em tal época em que uma peça de reposição venha a substituir uma Peça, a Peça assim removida deixará de se constituir como uma Peça, em conformidade com os termos do presente.

"Direitos de Retenção Autorizados" significa qualquer Direito de Retenção do tipo descrito nas cláusulas (i) a (iv) da Cláusula 6 do Arrendamento.

"Pessoa" significa qualquer pessoa física, pessoa jurídica, associação de pessoas, *joint venture* [empreendimento em conta de participação], associação, sociedade por ações, instituição fiduciária, organização sem personalidade jurídica própria ou governo, ou qualquer agência ou subdivisão política do mesmo.

"Autoridade de Registro" significa o Departamento de Aviação Civil Brasileiro e o Registro Aeronáutico Brasileiro, com autoridade sobre o registro, operação e utilização de aeronaves civis no Brasil, e tais outras autoridades governamentais brasileiras periodicamente investidas do controle e supervisão das atividades de aviação civil e direito aeronáutico, ou que tenham jurisdição sobre o registro, a aeronavegabilidade, operação e outras questões relativas à Aeronave ou à aviação civil no Brasil.

"Aluguel" significa, coletivamente, o Aluguel Básico e o Aluguel Suplementar.

"Data de Devolução" significa a data de devolução da posse da Aeronave, dos Documentos da Aeronave, e de quaisquer outros documentos referidos na Cláusula 5(b) do Arrendamento, por parte da Arrendatária, à Arrendadora, no encerramento do Prazo, ou por ocasião da tomada de posse da mesma, por parte da Arrendadora, em conformidade com os termos da Cláusula 15 do Arrendamento, conforme essa data possa ser ajustada em conformidade com os termos dos Documentos Válidos.

"Local de Devolução" possui o significado especificado em relação ao mesmo na Cláusula 5 do Arrendamento.

"Depósito de Garantia" possui o significado especificado para o mesmo na Cláusula 3 do Arrendamento.

"Motor Sobressalente" significará determinado motor identificado por meio do número de série que este possa ter sido entregue, e arrendado à Arrendatária, em conformidade com os termos de um aditamento ou suplemento separados ao presente Arrendamento.

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"Peças Sobressalentes e Ferramental" significará aquelas determinadas peças sobressalentes da aeronave e ferramental conforme possam ser entregues e arrendadas à Arrendatária, em conformidade com os termos de um aditamento ou suplemento ao presente Arrendamento, em separado.

"Sobressalentes" significará o Motor Sobressalente, as Peças Sobressalentes e o Ferramental, quando referidos coletivamente.

"Valor Estipulado do Sinistro" significa US$ 7.000.000,00, em todo o Prazo.

"Aluguel Suplementar" significa todos os valores, responsabilidades e operações (outras que não o Aluguel Básico) o qual a Arrendatária concorda em pagar em conformidade com os termos do Arrendamento, de acordo com qualquer outro Documento Válido à Arrendadora, ou outros. As partes reconhecem que o Aluguel Suplementar se constitui como uma categoria geral, e, por essa razão, concordam que qualquer disposição de qualquer Documento Válido, que requeira o pagamento do Aluguel Suplementar, e ainda solicite pelo pagamento de itens específicos, os quais sejam passíveis de inclusão no Aluguel Suplementar, e não será interpretada de forma a exigir qualquer pagamento duplo.

"Impostos" significa todos e quaisquer emolumentos (incluindo, sem se constituir em limitação, taxas de licença, de documento e registro), taxas (incluindo, sem se constituir em limitação, impostos sobre a renda, receita bruta, vendas, locação, de utilização, sobre a rotatividade, valor agregado, sobre a propriedade (corpórea e incorpórea), sobre o consumo, encargos de franquia, impostos sobre o capital, sobre a prática comercial e direitos de selo), licenças, tributos, impostos, direitos, encargos ou taxas de registro, encargos, tributações ou retenções na fonte, independentemente de qual seja a sua natureza, juntamente com quaisquer cobranças de impostos, penalidades, multas, acréscimos a impostos e juros sobre os mesmos (passando a ser denominados doravante, no presente, quando referidos individualmente, simplesmente como um "Imposto").

"Prazo" possui o significado estipulado na Cláusula 3 do Arrendamento, e constituirá o Prazo Básico.

"Transação" significa todas as transações e atividades conferidas ou contempladas pelo Arrendamento.

-.-.-.

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NADA MAIS CONSTA.

CONFERI, ACHEI CONFORME E DOU FÉ,

em 17 de Novembro de 2000.

FANI MEDEIROS
Tradutor Público Juramentado

21º TABELIÃO DE NOTAS — TABELIÃO: VALDEMAR CESAR BOTEON — TAB. SUBSTITUTO: MAURÍCIO AUGUSTO A. BOTEON — Rua Líbero Badaró, 386 Fone: 3115-1277 Fax: 3115-0400 - Centro - São Paulo / SP - CEP 01008-000

Reconheço por SEMELHANÇA a(s) Firma(s) de: FANI MEDEIROS

São Paulo, 17/11/2000 Em testemunho ____ da verdade

AIRTON MARINO - Escrevente

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ILMO. SR. DR. PRESIDENTE DA EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS (ECT)

Concorrência nº .006/2004/CEL/AC

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A **TOTAL LINHAS AÉREAS S/A,** pessoa jurídica de direito privado, com sede em Curitiba-PR, no endereço impresso, inscrita no CNPJ/MF sob o nº 32.068.363/0001-55, por meio de seu representante legal e bastante procurador, *in fine*, vem, tempestivamente, em atendimento à Carta 019/2004-CEL/AC, emanada pelo então competente Sr. Maurício Coelho Madureira, Presidente da Comissão de Licitação, com fulcro no item 9.7 do Edital de Concorrência nº .006/2004/CEL/AC e artigo 109, §3º, da Lei Federal nº 8.666 de 21 de junho de 1993, apresentar a presente

IMPUGNAÇÃO DE RECURSO ADMINISTRATIVO

interposto pela empresa VARIG LOGISTICA S/A, expondo o que se segue e ao final requerendo:

A recorrente alega em suas razões que a empresa signatária deverá ser considerada inabilitada para o procedimento licitatório em epígrafe afirmando que o contrário constitui desrespeito não somente às disposições do Edital, mas também à própria Lei de Licitações e à Lei que disciplina o processo administrativo, qual seja a Lei Federal nº 9.784, de 09.01.1999, aduzindo para tanto que, perdurar nesta habilitação viciaria o processo licitatório, em vista ao desrespeito aos princípios constitucionais e administrativos da legalidade, da razoabilidade, da competitividade e principalmente do interesse público.

A recorrente apresenta como motivos para a inabilitação da empresa signatária a não apresentação de prova de inscrição no cadastro de contribuinte municipal e a apresentação de documentação em idioma diverso da língua portuguesa.

É o breve relato.

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DENAF 1485

I- DOS FATOS

A licitação é um certame que as entidades governamentais devem promover e no qual abrem disputa entre os interessados em com elas travar determinadas relações de conteúdo patrimonial, para escolher a proposta mais vantajosa às conveniências públicas. Baseia-se na idéia de competição, a ser travada isonomicamente entre os que preencham os atributos e aptidões necessários ao bom cumprimento das obrigações que se propõem assumir. Assim, pressupõe, como regra duas fases fundamentais: uma, a da demonstração de tais atributos, chamada habilitação, e outra concernente à apuração da melhor proposta, que é o julgamento.

A doutrina pátria expõe os conceitos e finalidades da licitação, como demonstrado acima, delineando as condições para que um interessado possa contratar com o Estado, ou seja estar habilitado para o procedimento licitatório, condição que, na fase de habilitação, a recorrente não conseguiu cumprir, apresentando documentos com o CNPJ divergentes, tornando-os inidôneos, deixando de cumprir o subitem 1.3, o que, por conseqüência contraria a alínea "a.2" do subitem 1.4 e ainda não atendeu a alínea "a" do 1.4, todos do anexo 4 do Edital de Concorrência.

No procedimento licitatório, destarte, atendem-se três exigências públicas impostergáveis: proteção aos interesses públicos e recursos governamentais, ao se procurar a oferta mais satisfatória; respeito aos princípios da isonomia e impessoalidade (arts. 5º e 37 *caput* da CF/88), pela abertura do certame; e obediência aos reclamos de probidade administrativa, imposta pelos arts. 37, *caput*, e 85, V, da Carta Magna brasileira.

A instauração de competição entre os interessados no procedimento em epígrafe visa assegurar a primeira das três exigências explicitadas, determinando o negócio mais vantajoso para a entidade governamental contratante, no caso a Empresa Brasileira de Correios e Telégrafos – ECT, donde verifica-se que a intenção da recorrente, que obviamente não estava preparada para a competição, era não só prejudicar os interessados habilitados, mas também a própria Administração Pública.

Destaca-se que, a recorrente, atuou contra o procedimento licitatório desde o princípio, conforme descrito na ata da primeira reunião de licitação da concorrência em epígrafe, impetrando Mandado de Segurança individual, se valendo do argumento de preservação do interesse e erário público, por entender que o referido edital apresenta limitações à livre concorrência e à participação igualitária de todos os concorrentes. Em decisão proferida em 1ª instância, teve seu pedido liminar indeferido.

A intenção da recorrente, ao contrário do que alega como motivação para a instauração do procedimento judicial explicitado, era apenas o de cancelar o certame, uma vez que mesmo não preenchendo os requisitos necessários pleiteou sua habilitação e persiste na intenção, apresentando ainda, três recursos contra a decisão proferida na fase de habilitação para que fossem inabilitadas três das quatro empresas que foram consideradas aptas a prosseguir para a próxima fase do procedimento.

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DENAF 1684

O despreparo da recorrente fica claro, levando-se em consideração seus atos que, desde o princípio, demonstravam que a mesma não tinha condições de participar do certame, daí a afirmação de que não seria igualitária a participação dos concorrentes.

II- DO MÉRITO

Destarte, equivoca-se o ilustre representante legal da empresa recorrente quando afirma que a empresa TOTAL LINHAS AÉREAS S/A deixou de apresentar o documento comprobatório de sua inscrição no cadastro de contribuinte municipal ao apresentar o Alvará de Licença para Localização.

Ocorre que, segundo exige no item 1.3, letra "b", do anexo 4, do edital de concorrência em apreço, deverá ser apresentada:

"1.3. DOCUMENTOS RELATIVO À REGULARIDADE FISCAL:

a) (...);

b) prova de inscrição no cadastro de contribuintes estadual ou municipal, se houver, relativa ao domicílio ou à sede da licitante, pertinente ao seu ramo de atividade e compatível com o objeto da licitação;"

Com efeito, o documento apresentado pela empresa signatária (alvará anexo) atende perfeitamente às exigências do item supra, haja vista que consta da mesma o endereço da sede da licitante, bem como sua inscrição municipal, constando inclusive o seu número fiscal, como se verifica na certidão negativa anexa.

A fim ainda de comprovar a validade do documento apresentado, foi solicitada à Prefeitura Municipal de Curitiba a expedição do ofício nº 5243/2004, anexo, que constitui como documento comprobatório do cadastro o Alvará de Licença para Localização, nada mais havendo que se falar a respeito.

Em seguida, insurge-se a recorrente pela apresentação de documentação em idioma diverso da língua portuguesa. Porém, como o próprio representante legal da recorrente explicitou, o Edital de Licitação é omisso quanto ao idioma a ser utilizado para a apresentação de documentação, fato este que, caso a empresa recorrente não estivesse de acordo poderia tê-lo impugnado até 2(dois) dias antes da abertura dos envelopes de habilitação, entretanto não o fazendo decaiu seu direito para tanto.

Mais uma vez se expressa erroneamente a recorrente quando se baseia na Lei nº 9.784 de 29.01.1999, para fundamentar a razão de seu pedido para a inabilitação da empresa signatária, haja vista que, apesar da mesma ser Lei que regula o processo administrativo no âmbito da Administração Pública Federal, é também omissa quanto ao idioma exigido nos documentos apresentados, versando somente sobre o idioma obrigatório dos atos de processo emanados da autoridade administrativa conforme explicita o artigo 22, §1º, combinado com o artigo 1º, §2º, inciso III, da mesma *lex*, senão vejamos:

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DENAC 1693

"Art. 22. Os atos do processo administrativo não dependem de forma determinada senão quando a lei expressamente a exigir.

§1º Os atos do processo devem ser produzidos por escrito, em vernáculo, com a data e o local de sua realização e a assinatura da autoridade responsável.

Art. 1º(...)
§2º Para os fins desta Lei, consideram-se:(...)
III- autoridade – o servidor ou agente público dotado de poder de decisão."(grifos nossos).

Conforme demonstrado acima, os atos que deverão estar escritos em vernáculo são os atos do servidor ou agente público dotado de poder de decisão, o que a empresa signatária obviamente não o é.

Ressalte-se ainda, que a Lei de Licitações, também não trata do assunto, o que mantém válido o documento apresentado pela empresa TOTAL LINHAS AÉREAS S/A, mesmo estando em idioma estrangeiro.

Visando a transparência da empresa signatária, bem como do certame em si, apresenta-se, as cópias juramentadas e devidamente registradas no DEPARTAMENTO DE AVIAÇÃO CIVIL, do documento original apresentado na fase de habilitação, para tanto recorrendo à letra "a" do item 2.5 do edital de concorrência nº .006/2004/CEL/AC.

Por fim, acreditando na correição da Douta Comissão, desejando que o interesse público prevaleça, a empresa signatária espera que a análise e decisão da presente respeitem o subitem 2.13 do Edital concorrência nº .006/2004/CEL/AC, preservando os princípios que regem o Direito Administrativo.

III- DO PEDIDO

Ante o exposto, restando sobejamente comprovada pelos fatos e fundamentos apresentados, presentes os requisitos para a mantença da habilitação sabiamente concedida à empresa signatária, impugnadas todas as alegações da empresa recorrente, a licitante TOTAL LINHAS AÉREAS S/A, requer:

I- Seja a presente impugnação de recurso administrativo recebida por ser tempestiva, conforme versa o §3º, do artigo 109 da Lei de Licitações;

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II- Seja a presente impugnação dirigida à autoridade competente para que lhe de provimento, indeferindo o recurso administrativo interposto pela empresa VARIG LOGISTICA S/A e mantendo a empresa signatária habilitada no processo licitatório em epígrafe, por ser medida de direito e justiça.

Nestes termos,

Pede deferimento.

Belo Horizonte, 11 de dezembro de 2004.

SERVIÇO NOTARIAL DO 1º OFÍCIO
BELO HORIZONTE - MG

TOTAL LINHAS AÉREAS S/A

CARTÓRIO OLIVEIRA
RUA DOS GUAJAJARAS, 637 - CEP 30180-100 - BELO HORIZONTE - MG - TELEFAX (31) 3222-
TABELIÃO: ANTÔNIO DANIEL DE OLIVEIRA
Reconheço por semelhança a(s) firma(s) de:
ALFREDO MEISTER NETO
Belo Horizonte, 15/12/2004 09:58:16 18198
Em Testo da verdade.
Elisângela Claúdio Alberto Ribeiro de Araújo
"Válido somente com selo de autenticidade"
"QUALQUER EMENDA OU RASURA SERÁ CONSIDERADO COMO INDÍCIO DE ADULTERAÇÃO OU TENTATIVA DE FRAUD
SERVIÇO NOTARIAL - BELO HORIZONTE - MG - 015
Selo de Fiscalização
RECONHECIMENTO DE FIRMA
AAX 42058

DENAF 2681

PREFEITURA MUNICIPAL DE CURITIBA
SECRETARIA MUNICIPAL DE FINANÇAS
DEPARTAMENTO DE RENDAS MOBILIÁRIAS

OFÍCIO N.º 5243/2004 Curitiba, 10 de dezembro de 2004.

Prezados Senhores:

Informamos a pedido da parte interessada, TOTAL LINHAS AÉREAS S/A, estabelecida a Av. Senados Salgado Filho, 5397 – sala D, Curitiba - PR, com cadastro neste município sob o número 06 022 309.778-1, que o documento comprobatório do seu cadastro é o Alvará de Licença para Localização ou a Certidão Negativa de Tributos, vigente até a presente data e enquanto satisfizer as exigências da legislação em vigor.

Atenciosamente,

Nelson Luiz Bomfim
Diretor

À
EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS - ECT
BRASILIA – DF

Av. Cândido de Abreu, 817–Térreo–Centro Cívico–80.530-908–Curitiba– PR - Fone 41 350-8602-Fax 41 254-7360

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POS nº 03/2005 - CN

DENAR 4680

PREFEITURA MUNICIPAL DE CURITIBA

ALVARÁ Nº 000546415

A SECRETARIA MUNICIPAL DAS FINANÇAS, concede o presente ALVARÁ

Licença para Localização, conforme processo Nº 000004601/2002

TOTAL LINHAS AEREAS S/A
AV SENADOR SALGADO FILHO \\\\ 5397
COMERCIO TERREO
SETOR 88 QUADRA 226 INSC. MUNIC. 6 022 00309778-1
PRESTACAO DE SERVICOS
ESCRITORIO
--->ATIVIDADES DE ASSESSORIA EM GESTAO EMPRESARIAL
--->ESCRITORIO ADMINISTRATIVO

AUTENTICAÇÃO
Certifico que a presente fotocópia é reprodução fiel do documento original que me foi apresentado
Dou fé.
CTBA, UBERABA,
26 OUT. 2004
Lei 13.228 de 18/01/01
FUNARPEN SELO DE AUTENTICIDADE
TABELIONATO DE NOTAS
Av. Salgado Filho, 2368 - Guabirotuba
Curitiba - PR
Nº AZV74614

enquanto satisfizer as exigências da legislação em vigor.

CURITIBA 09 DE JANEIRO DE 2002

DIVISÃO DE ALVARÁ E ATENDIMENTO

EM CASO DE ENCERRAMENTO
MUDANÇA DE ENDEREÇO
OUTRA ALTERAÇÃO FAVOR

ANGERSON P. KRAMBECK
MATRÍCULA 75.894-0
SMF-FRM:TLAS4144012002

PREFEITURA MUNICIPAL DE CURITIBA
SECRETARIA MUNICIPAL DE FINANÇAS
DEPARTAMENTO DE CONTROLE FINANCEIRO

DENAF 1677

PROCESSO Nº: **113.320/2004** *CERTIDÃO NEGATIVA Nº* **15.864/2004**

CONTRIBUINTE: **TOTAL LINHAS AÉREAS S/A** *Nº FISCAL:* **309.778-1**

ENDEREÇO: **Av. Senador Salgado Filho, 5397**

ALVARÁ EM VIGÊNCIA A PARTIR DE: **09/01/2002**

FINALIDADE: **CONCORRÊNCIA / LICITAÇÃO**

CERTIFICO, para os devidos fins, que de conformidade com as informações prestadas pelos órgãos competentes desta Prefeitura, em nome do (a) requerente, **NÃO CONSTA DÉBITO,** referente a Tributos Municipais inscritos ou não em Divida Ativa até a presente data.....
Em firmeza do que eu, Eloisa Aparecida Ferraz e/ou Silvana Mª Culpi de Siqueira, Assistente Administrativo, passei e digitei a presente certidão, que não apresentando rasuras, emendas ou entrelinhas, vai por mim conferida, visada e assinada.....
.....
.....

AUTENTICAÇÃO
Certifico que a presente fotocópia é reprodução fiel do documento original que me foi apresentado
Dou fé.
CTBA, UBERABA,
18 OUT. 2004
FUNARPEN SELO DE AUTENTICIDADE
TABELIONATO DE NOTAS
AZV66549
Patricia Lazzarotto - Escrivã
Dirce Regina Lobo dos Santos - Escrevente
Av. Sen. Salgado Filho, 2388 - Guabirotuba
Curitiba / PR

-A presente CERTIDÃO é válida por 120 (cento e vinte) dias conforme Decreto nº 432/2003. Cópia da mesma só terá validade se conferida com a original. Reservando-se a Fazenda Municipal, o direito de cobrar dívidas posteriormente constatadas, mesmo os referentes a períodos compreendidos nesta.....

Curitiba, 14 de Outubro de 2004.

ELOISA A. FERRAZ
CHEFE DE SERVIÇO
MAT.

DENAF 2618

VARIGLOG

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ILUSTRÍSSIMO SENHOR DOUTOR PRESIDENTE DA EMPRESA BRASILEIRA DE CORREIOS E TELEGRÁFOS (ECT),

Concorrência n.º .006/2004/CEL/AC

VARIG LOGÍSTICA S.A. (VARIG LOG), concessionária de Serviço Público de transporte aéreo de carga, com sede à Rua Fidêncio Ramos, n.º 223, 14.º andar, na Cidade de São Paulo, Estado de São Paulo, inscrita no CNPJ/MF sob o n.º 04.066.143/0001-57, por meio de seu representante legal e bastante procurador abaixo assinado, vem, **tempestivamente**, em atendimento ao disposto no subitem 9.7 do Edital de Concorrência n.º .006/2004/CEL/AC, e no artigo 109, § 3.º da Lei n.º 8.666/93, apresentar suas **CONTRA-RAZÕES AO RECURSO ADMINISTRATIVO** interposto pela Licitante **SKYMASTER AIR LINES LTDA.** (SKYMASTER), com o objetivo de penalizar a Licitante VARIG LOGÍSTICA S.A., pelos motivos a seguir explicitados.

I – PRELIMINARMENTE:

A) ***Da modalidade licitatória eleita e das diferenças entre a modalidade de Concorrência e a modalidade Pregão*:**

1. A SKYMASTER pautou seu Recurso pelo princípio da vinculação ao instrumento convocatório e buscou, exaustivamente, demonstrar não haver a VARIG LOG respeitado os termos do Edital.

2. Entretanto, em seu Recurso, demonstrou a Licitante um certo desconhecimento, não somente em relação às regras encerradas no Edital de **CONCORRÊNCIA** n.º .006/2004/CEL/AC, bem como quanto à própria Lei n.º 8.666/93, a Lei de Licitações.

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VARIGLOG

3. Senão vejamos:

> "*Na **modalidade pregão**, o licitante ficará impedido de licitar e contratar com a União, Estados, Distrito Federal ou Municípios, e será descredenciado no Sicaf, ou nos sistemas de cadastramento de fornecedores semelhantes, pelo prazo de até cinco anos, quando:*
>
> .....
>
> *- comportar-se de modo inidôneo ou cometer fraude fiscal.* Pág 224." (grifamos)

4. Claro está que a Licitante ainda não se deu conta de que a presente Licitação se dá na modalidade de Concorrência e não na modalidade Pregão.

5. Concorrência é a modalidade de licitação definida no § 3.º, do artigo 22 da Lei 8.666/93 (ao contrário da modalidade Pregão que não é definida pela Lei 8.666/93, mas sim pelo Decreto n.º 3.555/00 e pela Lei 10.520/02), na qual todos os interessados podem participar, desde que, na fase inicial de habilitação, comprovem possuir os requisitos mínimos de qualificação exigidos para execução do objeto licitado.

6. Constitui a Concorrência a modalidade mais complexa a ser utilizada para a realização de um procedimento licitatório, sendo aplicada especialmente a contratos de grande vulto e alta complexidade técnica.

7. A modalidade Pregão, ao contrário, é utilizada para a contratação de bens e serviços comuns.

8. Portanto, não há como se confundir essas duas modalidades. Uma, regida pela Lei n.º 8.666/93, é utilizada para contratos de grande vulto e alta complexidade, outra, não prevista na Lei n.º 8.666/93, é utilizada para contratos que envolvam bens e serviços comuns.

9. **O Edital deixa claro em seu preâmbulo, que a modalidade de licitação eleita para a realização da "*contratação de serviços de transporte aéreo de cargas em aeronaves cargueiras paletizadas*" é a Concorrência, portanto, não há como se compreender as reiteradas menções à modalidade Pregão feitas pela Licitante em sua peça recursal.**

10. **Por esta razão, a VARIG LOG requer seja desconsiderada, pela D. Comissão Especial de Licitação e pela R. Presidência da ECT, todas as menções a esta errônea modalidade contidas no Recurso objeto destas Contra-Razões.**

11. Outrossim, sorte da SKYMASTER que a modalidade de licitação utilizada para este Certame é a modalidade de Concorrência, isto porque se a

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VARIGLOG

modalidade utilizada fosse o Pregão, seu recurso sequer poderia ser recebido, uma vez que este está totalmente embasado em alegações suscitadas por outra Licitante, o que é vedado pela legislação que regula a modalidade de Pregão.

B) ***Da atribuição de falsa conduta à VARIG LOG*:**

12. A descrição dos fatos, constitui elemento necessário ao entendimento dos julgadores, portanto é necessário que estes fatos sejam narrados da maneira que aconteceram, sem serem agravados ou deturpados.

13. A Comissão Especial de Licitação ao apresentar os motivos da inabilitação da VARIG LOG, consoante a Ata da Reunião de Julgamento da Habilitação, o fez da seguinte forma:

> *"Apresentou a Certidão de Regularidade com a Fazenda Federal com CNPJ número 04.066.143/0002-38, sendo que o CNPJ da licitante é o de número 04.066.143/0001-57."*

14. Ocorre que, a SKYMASTER ao descrever este fato em seu Recurso, assim se manifestou:

> *"3) Apresentar documento inidôneo – Certidão de Regularidade com a Fazenda Federal com CNPJ da filial e não da matriz."*

15. Ora, não há na Ata da Reunião de Julgamento da Habilitação qualquer menção ao fato de ser a conduta da VARIG LOG considerada inidônea, ao contrário, a Comissão Especial de Licitação não apresenta a motivação desta inabilitação, esclarece apenas que a Licitante foi inabilitada porque apresentou certidão de regularidade fiscal de uma de suas filiais.

16. A SKYMASTER ao caracterizar a motivação da inabilitação como causada por "apresentar documento inidôneo" tentou imputar à VARIG LOG conduta fraudulenta e portanto caracterizadora de crime contra a Licitação, nos termos da Seção III da Lei 8.666/930.

17. E não foi somente uma vez que a SKYMASTER caluniou a VARIG LOG. Em diversos momentos de seu Recurso, termos como "ludibriar" e "fraudar" são utilizados para se imputar à VARIG LOG condutas criminosas.

18. **Não atentou a SKYMASTER que ao exercer tal conduta, acabou por imputar, falsamente, à VARIG LOG, situações tipificadas como crime, o que, nos termos do artigo 138 do Código Penal é tipificado como "CALÚNIA".**

19. Assim, é do dever da VARIG LOG solicitar sejam tomadas todas as providências necessárias para que seja a SKYMASTER penalizada por usar de tão vil subterfúgio.

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C) *Do pedido impossível*:

20. No item 1 de seu pedido, a SKYMASTER requer que seja a VARIG LOG condenada ao pagamento "*de multa de 20% sobre o valor global da contratação, conforme previsto no item 10.1 do Edital*".

21. O subitem 10.1 do Edital, por sua vez, determina que:

> "*10.1. Ensejarão a aplicação de multa, no percentual de 20% (vinte por cento) sobre o valor global da contratação, as seguintes ocorrências:*
> *a)* ***recusa injustificada em assinar o Termo de Contrato;***
> *b)* ***não-manutenção das condições de Habilitação, inviabilizando a contratação***" (grifamos)

22. Ora, se a VARIG LOG não foi sequer habilitada, como poderia ela ser sancionada pelo disposto no subitem 10.1 do Edital?

23. Seria possível a uma empresa não habilitada manter suas condições de habilitação?

24. Seria possível uma empresa que sequer teve a oportunidade de apresentar sua proposta se recusar, ainda que de modo injustificado, em assinar o Termo de Contrato?

25. Responde-se: NÃO

26. Poderia portanto a VARIG LOG ser condenada ao pagamento "*de multa de 20% sobre o valor global da contratação, conforme previsto no item 10.1 do Edital*"?

27. OBVIAMENTE QUE NÃO!

II – DO DIREITO:

A) *Da Certidão Negativa de Débitos erroneamente apresentada*:

28. O Edital de Licitação determina no inciso I, da alínea "c", do subitem 1.3, do item 1, de seu Anexo 4 – Documentos para Cadastro e/ou Habilitação na ECT:

> "*c) prova de regularidade para com:*

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DENAF 2674

VARIGLOG

I. Fazenda Federal (Certidão de Quitação de Tributos e Contribuições Federais e Certidão Quanto à Dívida Ativa da União)"

29. A VARIG LOG apresentou toda documentação exigida. Entretanto, por um lapso a certidão de quitação de tributos federais apresentada é a de uma de suas filiais e não da matriz.

30. No entanto, esta conduta não guarda semelhança alguma com o que quer fazer crer a SKYMASTER. A VARIG LOG não tentou "*ludibriar*" ou "*fraudar*" a Licitação, apenas, por um lapso, colacionou à sua Documentação de Habilitação documentação divergente da exigida pela Comissão Especial de Licitação.

31. Ou seja, não deixou a Licitante de apresentar a documentação exigida, apenas a apresentou de forma não considerada adequada fase as exigências da Comissão Especial de Licitação.

32. O lapso da Licitante deveria até mesmo ter sido relevado pela Comissão Especial de Licitação, nos termos da alínea "b", do subitem 2.5 do Edital, isto porque não feriu o entendimento da proposta e não acarretou violação a princípio algum da Licitação.

33. Senão vejamos:

34. A expedição de Certidão Negativa de Débitos – CND, é de competência da Receita Federal, órgão do Ministério da Fazenda também responsável pelo Cadastro Nacional de Pessoas Jurídicas do Ministério da Fazenda – CNPJ.

35. Os CNPJ das filiais sempre derivam do CNPJ da matriz. A Receita Federal, ao analisar um pedido de Certidão Negativa de Débitos o faz observando a situação financeira de toda a empresa perante o fisco e não somente da unidade requerente. Portanto, a concessão de Certidão Negativa de Débitos de uma filial depende da regularidade fiscal da matriz e vice-versa.

36. Portanto, não há como se expedir uma Certidão Negativa de Débitos para uma filial quando a matriz apresenta situação irregular junto ao Fisco.

37. Esse entendimento é oriundo da Instrução Normativa da Receita Federal n.º 93, de 12 de dezembro de 2001 que em seu § 2.º, do artigo 6.º, determina:

> ***"§ 2.º No caso de requerimento de filial, a expedição da certidão é condicionada à inexistência de débito em nome da matriz, relativamente aos tributos e contribuições sujeitos à centralização de pagamentos."***

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38. A jurisprudência, também é enfática:

> *"Agravo de Instrumento (Turma) n.º 44246/AL (2002.05.00.019658-6)*
>
> *AGRTE : FAZENDA NACIONAL*
> *AGRDO : CODERN/APMC - CIA/DOCAS DO RN - ADMINISTRACAO DO PORTO DE MACEIO*
> *Adv/proc : MARCELO HENRIQUE BRABO MAGALHAES e outros*
> *RELATOR : Desembargador Federal Paulo Gadelha - Terceira Turma*
> *AGRAVO DE INSTRUMENTO. ILEGITIMIDADE PASSIVA DA AUTORIDADE IMPETRADA. INEXISTÊNCIA DE PRONUNCIAMENTO DO JUÍZO "A QUO". INVIABILIDADE DA DISCUSSÃO EM SEDE RECURSAL. CERTIDÃO NEGATIVA DE DÉBITOS. DÍVIDAS DA MATRIZ. IRPJ. RESPONSABILIDADE TRIBUTÁRIA DA FILIAL. AUSÊNCIA DE PROVAS DA SUSPENSÃO DA EXIGIBILIDADE DO CRÉDITO TRIBUTÁRIO. PROVIMENTO.*
> *- Não se pode apreciar em sede de agravo de instrumento questão relativa a ilegitimidade passiva da autoridade impetrada, quando esta não foi objeto de apreciação pelo Juízo "a quo".*
> *- **A responsabilidade decorre da personalidade jurídica do sujeito passivo da obrigação tributária, pelo que a dívida da empresa matriz é também da filial, mero órgão descentralizado da entidade, despersonalizado**.*
> *Irrelevante que para fins de simples controle da Administração Tributária apresente a filial CGC diverso da matriz.*
> *- Em se tratando de dívidas relativas ao Imposto de Renda Pessoa Jurídica, cujo pagamento é centralizado, nos termos da Instrução Normativa nº 93/2001, para que se emita Certidão Negativa de Débitos em favor da filial, é mister que esta comprove a suspensão da exigibilidade dos créditos, nas condições previstas no artigo 151, do CTN, o que não ocorre na espécie.*
> *- Agravo de instrumento provido. Agravo regimental prejudicado."* (grifamos)

39. Ou seja, a VARIG LOG somente possui a Certidão Negativa de Débitos de sua filial, porque possui a Certidão Negativa de Débitos de sua matriz, e, conforme já mencionado, somente não a apresentou porque por um lapso, juntou à sua documentação a certidão errada.

40. Neste sentido vem a Licitante colacionar sua certidão original a estas Contra-Razões.

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41. Resta claro, que em momento algum houve má-fé da Licitante, ao apresentar Certidão Negativa de Débitos diversa da de sua matriz.

42. Muito menos houve por parte da Licitante, uma tentativa de ludibriar e fraudar a Licitação, como falaciosamente e de modo calunioso quis fazer quer a SKYMASTER.

43. O lapso ocorrido em momento algum feriu o entendimento da Documentação de Habilitação, bem como não representou qualquer violação aos princípios básicos da Licitação, motivo pelo qual, espera a VARIG LOG que sejam as caluniosas acusações da SKYMASTER desconsideradas.

44. Outrossim, interessante observar que não há no Edital qualquer dispositivo que obrigue a Licitante a apresentar a CND de sua matriz, desta ou daquela filial, o Edital apenas determina que se apresente a referida certidão.

B) *Das Aeronaves*:

45. Alega a SKYMASTER que a VARIG LOG buscou burlar "*frontalmente as regras editalícias e da legislação ordinária*", ao apresentar em sua Documentação de Habilitação aeronaves aparentemente irregulares.

46. Ante esta alegação uma primeira pergunta que deve ser feita é a qual legislação se refere a SKYMASTER, se à Lei n.º 8.666/93, Lei de Licitações que rege a presente concorrência, ou se à legislação do pregão?

47. Independentemente de qual legislação tenha se referido a SKYMASTER em seu recurso, ainda assim não há como se caracterizar seu intento de imputar à VARIG LOG esta caluniosa conduta.

48. Estaria a VARIG LOG tentando burlar frontalmente as regras editalícias e a legislação ordinária caso apresentasse aeronaves, em que a empresa indicada como arrendatária é diferente daquela apontada como proprietária da aeronave no Certificado de Matrícula expedido pelo DAC, como faz a SKYMASTER, conforme já demonstrado no recurso apresentado pela VARIG LOG contra a habilitação desta Licitante.

49. A SKYMASTER ao apresentar Contratos de Arrendamento com proprietários distintos daqueles indicados pelos certificados de matrícula expedidos pelo DAC, não só trouxe a esta Licitação documentação irregular e incompleta, bem como buscou participar do Certame utilizando-se de aeronaves que, aparentemente, não estão a ela regularmente disponibilizadas, o que se efetivamente comprovado caracterizará a conduta **FRAUDULENTA** desta Licitante, o que nos termos do artigo 90 da Lei n.º 8.666/93 constitui conduta criminosa, punível com detenção de dois a quatro anos, e multa.

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50. Claro está que quem almejou burlar e porque não **FRAUDAR**[8] "*frontalmente as regras editalícias e da legislação ordinária*" não foi a VARIG LOG, mas sim a SKYMASTER e caso sua habilitação seja mantida, estarão sendo totalmente desrespeitado os princípios da isonomia e da competitividade, previstos no artigo 3.º da Lei de Licitações.

C) *Conclusão*:

51. É lamentável o intento da SKYMASTER, querendo fazer crer que intentou a VARIG LOG contra os princípios e preceitos que regem as licitações. Foi exatamente por atuar em conformidade com os princípios da Legalidade, da Moralidade e da Probidade Administrativa, da Vinculação ao Instrumento Convocatório e principalmente da Competitividade que a VARIG LOG acabou por ser inabilitada.

52. Mesmo discordando das regras do Edital e tentando impugna-lo judicialmente, a VARIG LOG apresentou sua Documentação de Habilitação e buscou participar do Certame.

53. Em sua Documentação de Habilitação a VARIG LOG não fez uso de nenhum subterfúgio, não apresentou aeronaves com contratos de *leasing* e Certificados de Matrícula divergentes, não praticou qualquer ato que pudesse frustrar os objetivos da Licitação e sequer fez uso de meios ilícitos que pudessem vir a abalar sua inidoneidade perante a ECT.

54. Não há, portanto, como prosperar as alegações infundadas colacionadas neste excêntrico recurso apresentado pela SKYMASTER.

III – DO PEDIDO:

55. Diante de todo o exposto e por não restar quanto ao intento criminoso da SKYMASTER em caluniar a VARIG LOG, vem esta empresa na qualidade de autora destas Contra-Razões, e, principalmente, como consciente e tradicional prestadora de serviços à ECT requerer:

a. Sejam acolhidas as preliminares suscitas;

b. Seja negado provimento ao recurso apresentado pela SKYMASTER;

c. Seja **determinada a imediata INABILITAÇÃO da SKYMASTER**, uma vez que esta, conforme demonstrado, apresentou documentação de habilitação incompleta e contrária ao determinado no Edital e na Lei n.º 8666/93;

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VARIGLOG

d. Seja a SKYMASTER condenada à suspensão temporária, pelo período mínimo de 02, de participação em licitação e impedimento de contratar com a Administração Pública, nos termos do subitem 10.2, do item 10 do Edital e do artigo 88, incisos II e III da Lei n.º 8.666/93;

e. Seja a presente Contra-Razões, independentemente da reconsideração ou não do Recurso interposto pela Comissão de Especial de Licitação, encaminhado para ciência e apreciação do Ilustríssimo Senhor Doutor Presidente da Empresa Brasileira de Correios e Telégrafos, ao qual, desde já se requer **a imediata INABILITAÇÃO da SKYMASTER**, pelas razões anteriormente demonstradas.

56. Alternativamente, requer ainda:

f. Seja, uma vez constadas as condutas **FRAUDULENTA** e **CALUNIOSA** da SKYMASTER, remetido ao Ministério Público Federal as cópias e a documentação necessária ao oferecimento de Denúncia e promoção da Ação Penal Pública contra a Licitante.

Termos em que,
pede deferimento

Brasília, 14 de dezembro de 2004.

VARIG LOGISTICA S/A.
Gustavo de Moraes Soares da Rocha

DEN/AF 2669

Fortaleza, 20 de dezembro de 2004.
OFICIO TAF Nº 087/DIRCOM/04

ECT – Empresa Brasileira de Correios e Telégrafos
Ilmo. Sr. MAURICIO COELHO MADUREIRA
Presidente da CEL/AC

Referência: Concorrência 006/2004-CEL/AC

Prezado Senhor

Em atenção a Carta /2004-CEL/AC, de 16 de dezembro de 2004, onde V.Sa solicita que seja encaminhado a essa Comissão um documento que comprove a propriedade da aeronave prefixo PT-MTA, estamos encaminhando o documento da Transmile Air Services SDN BHD Co.No: 186425-D, pelo qual a firma informa de forma categórica que a aeronave pertence a esta empresa aérea a TAF Linhas Aéreas S.A.

Atenciosamente,

João Ariston P. de Araújo Filho
Diretor Comercial

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TRANSMILE AIR

DENAF 4 de 8

20 de dezembro de 2004

Para a TAF LINHAS AÉREAS S.A.

PARA QUEM POSSA INTERESSAR

Prezado Senhor

Referente: 9M-PMP / MTA Contrato de Compra

Este vem confirmar que a TAF Linhas Aéreas terminou os pagamentos das parcelas do contrato de leasing e compra da aeronave MTA, firmado entre nossas companhias.

Nós estamos agora terminando todos os assuntos relacionados com a transferência de titularidade da aeronave, a ser assinada em janeiro de 2005.

Sinceramente

Transmile Air Service Sdn Bhd

Traduzido por

Eduardo Mardirossian em 20/12/2004

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TRANSMILE AIR

(Co. No.: 186425-D)

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20th December 2004

DENAF 2667

TAF Linhas Aeras S.A.
Aeroporto Pinto Martins
Hangar TAF
CEP 60.420-970
Fortaleza-Ceara-Brazil

Attn. Mr. Eduardo Mardirossian

TO WHOM IT MAY CONCERN:

Dear Sir

RE: 9M-PMP/PT-MTA Purchase Agreement

It is hereby confirmed that TAF LINHAS AERAS S.A. had finished all installments related with the PMP/MTA Purchasing Leasing Agreement between our companies.

We are right now finishing all matters related with final aircraft title transfer, to be signed on January 2005

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Yours Faithfully,

For Transmile Air Service Sdn Bhd

.....

Authorised Signatories

TRANSMILE AIR SERVICES SDN BHD (Co. No.: 186425-D)
Management Office : Mezzanine-2, Block B, Letter Box 20, Wisma Semantan, 12, Jalan Gelenggang, Bukit Damansara, 50490 Kuala Lumpur.
Tel: 03-253 7718 Fax:03-253 7719
Operations Office : Transmile Centre, Cargo Complex, Sultan Abdul Aziz Shah Airport, 47200 Subang, Selangor Darul Ehsan.

CORREIOS

DENAF

Carta /2004 – CEL/AC

A Sua Senhoria o Senhor
João Ariston P. de Araujo Filho
Representante Legal da TAF Linhas Aéreas S/A
Fax: (085) 3257-2003

Brasília, DF, 16 de dezembro de 2004

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Complementação de Informações

Prezado Senhor

A fim de melhor subsidiar a análise das contra razões apresentadas por essa empresa, solicitamos a V.Sª nos remeter, caso disponível, documento que caracterize, de forma inequívoca, a propriedade dessa empresa da aeronave prefixo PT-MTA.

MAURÍCIO COELHO MADUREIRA
Presidente da CEL/AC

TAF
Linhas Aéreas S.A.

DENAF 2661

EXMO.SR. PRESIDENTE DA COMISSÃO DE LICITAÇÃO DA EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS – ECT – ADMINISTRAÇÃO CENTRAL.

LICITAÇÃO N.º 006/2004/CEL/AC
CONTRA RAZÕES

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TAF- LINHAS AÉREAS S.A, pessoa jurídica de direito privado com sede nesta Capital na Rua Brigadeiro Eduardo Gomes S/N – bairro Vila União – Inscrita no CGC sob o n.º 07.046.998/0001-04, neste ato representada por seu diretor João Ariston Pessoa de Araújo Filho, vem, com devido respeito e o acatamento necessário, com esteio na lei 8.666/93 e demais aplicáveis à espécie, APRESENTAR CONTRA RAZÕES AO RECURSO interposto por VARIG LOGÍSTICA S/A, pessoa jurídica de direito privado, inscrita no CNPJ sob o n.º 04.066.143/0001-57, refutando todos os pontos argumentados por serem imprestáveis como matéria apta e eficaz para alcançar o objetivo doloso pretendido pela recorrente, assim o fazendo de conformidade com o que passa a expor:

***Prima facie*, vem a recorrida registrar que assim protocola esta cota tempestivamente e de conformidade com a legislação regente à espécie.**

TAF
Linhas Aéreas S.A.

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DENAF 2664

Ainda em sede preliminar, registra a recorrida, que a recorrente VARIG LOGÍSTICA S/A, teve em seu desfavor o protocolo de recurso na data da abertura dos trabalhos licitatórios, sem que tenha apresentado qualquer contradita, muito menos documentos hábeis a elidir o que foi alegado por ocasião da lavratura da ata da primeira reunião ocorrida.

Assim, requer de pronto a recorrida, que tais irregularidades objeto do registro em ata, sejam recepcionados pela confissão da recorrente, que de fato e de direito fere frontalmente o disposto no Edital em comento, sendo conseqüentemente por medida justa e de direito declarada sua inabilitação e impossibilidade de participação do processo em tela.

DO MERITO DO RECURSO

Dentre os vários e escorregadios argumentos apresentados pela recorrente, em síntese pede a inabilitação da recorrida, que de logo, tem como imprestável a cota ofertada, por não escorar-se em provas reais e contundentes, que autorizem qualquer impossibilidade de participação do certame, até porque alegar e não provar de forma clara e legal, demonstra pura e simplesmente má fé e dolo, além, do verdadeiro intuito em tumultuar o processo.

Daí, não há de falar em ilegalidades e graves vícios cometidos pela recorrida, pois teve sua participação amparada pelas normas editalícias, sendo, avaliada preliminarmente toda sua documentação e aprovada, razão pela qual, está inserida na continuidade dos trabalhos como ocorreu quando passou para fase seguinte.

As pilastras que a recorrente ampara-se para tentar impossibilitar a participação da recorrida, se apresentam mais em forma de esperneios emulativos, que sustentações legais e de direito, vejamos:

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01 – Apresentação de balanços patrimoniais e demonstrações contábeis irregulares.

02 – Apresentação de documentação em idioma diverso da língua Portuguesa.

03 – Apresentação de documentação fora do prazo de validade e tentativa de fraudar o certame (Leasing de aeronave expirado).

Tais argumentos merecem uma avaliação acurada, e fielmente contraditada, quando, ao final será verdadeiramente comprovado quem efetivamente tenta, obnubilar o entendimento dessa respeitável comissão, que inclusive foi desrespeitada e ofendida, senão vejamos:

<u>Quanto ao primeiro devaneio</u>, a recorrida irresigna-se pela falta de conhecimento apresentado, e, sem maiores delongas e traumas para com a recorrente, até porque, não nos caberia ofertar a sugestão de que precisaria ater-se mais um pouco aos livros de que trata a matéria, demonstrará ser tal argumento uma verdadeira aventura de desconhecimento.

Realmente a recorrida apresentou saldo de patrimônio líquido, no montante de R$ 10.776.301,03, porque possui positivamente este valor incorporado da forma como foi apresentada, ou seja, parte deste montante refere-se à reavaliação de ativos, que qualquer pessoa por mais mal informada que seja, saberia ser essa possibilidade legal e usual para avaliação patrimonial, bastando que verifique as várias formas legais e permitidas para constituição de balanço.

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DENAF 1662

Precisamente, no item 11, da cota apresentada, informa simplesmente por meras suposições, que a recorrida teria seu patrimônio sub avaliados, razão pela qual teria se valido da reavaliação, para chegar ao montante mencionado.

Ora, sem querer mais uma vez tanger para uma situação pedagógica, mais sendo obrigada pelo que foi alegada, uma reavaliação patrimonial é e sempre será necessária quando houver mudanças nas condições da composição do patrimônio da empresa. A titulo de ilustração, poderemos mencionar a própria situação da recorrida, que ano a ano, firma novos contratos que envolvem novas rotas, nacionais e internacionais que sedimentam a cada dia seu nome no mercado aéreo, culminando numa valorização do seu fundo de comércio.

O fundo de comércio, deve e sempre será parte integrante do patrimônio de uma empresa, até porque, sua avaliação é inclusive tratada de forma isolada das demais avaliações, em razão, de sofrer dia a dia valorização ou desvalorização, dependendo do desempenho empresarial que tenha a empresa, e, muito embora aparente ter um caráter virtual, se materializa nas relações comerciais.

Saliente-se, possuir esta matéria local de destaque nas referidas relações comerciais, inclusive amplamente discutida pelo poder judiciário em nossos pretórios Tribunais, e particularmente inserida sua previsão no Código Tributário Nacional, como vemos a seguir:

NÚMERO DO PROCESSO: RE21812
CLASSE: RÉ - RECURSO EXTRAORDINÁRIO.
RELATOR: MIN:CNV -MINISTRO AFRÂNIO COSTA.

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DENAF 1661

SEÇÃO JULGADORA: 02 - SEGUNDA TURMA.

EMENTÁRIO DO STF - VOL-00156.02 PG-00830.

EMENTA:

INTELIGENCIA DE LEI.

DEC. 24.150 DE 1934: MAIS QUE EM QUALQUER OUTRO INSTITUTO, TEM SE TORNADO SENSÍVEL, NA FORMAÇÃO E PROTECAO DO "FUNDO DE COMERCIO", A TAREFA CONSTRUTIVA DA JURISPRUDÊNCIA. AO POPRIETÁRIO LOCADOR, COMO AO NEGOCIANTE OU INDUSTRIAL LOCATÁRIO E LICITO USAR O IMÓVEL PESSOALMENTE OU ATRAVES DE SOCIEDADE DE QUE PARTICIPE.

SUPERIOR TRIBUNAL DE JUSTIÇA

RIP:00013303 DECISÃO:24.09.1991

PROCESSO:RESP NUM:0012306 ANO:91 UF:SP TURMA:03

RECURSO ESPECIAL

FONTE: DJ DATA:07.10.1991 PG:13968

EMENTA:

COMERCIAL CIVIL - MARCA INDUSTRIAL - PRESCRIÇÃO. I - MARCA INDUSTRIAL COMPÕE O FUNDO DE COMERCIO DA AZIENDA E COMO TAL SE A DEFINE COMO DE NATUREZA PATRIMONIAL, POR ISSO QUE NORMADO ESTATUTO CIVIL IMPÕE QUE A PRESCRIÇÃO QUE RESULTA DESSE DIREITO, PARA SER CONHECIDA, TERA DE SER INVOCADA. II - RECURSO NÃO CONHECIDO.

RELATOR:

MINISTRO WALDEMAR ZVEITER

CÓDIGO TRIBUTÁRIO NACIONAL - LEI 5172 DE 25/10/1966

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25/03/2005 - CN
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LIVRO SEGUNDO - Normas Gerais de Direito Tributário - Artigos 96 a 218.

TÍTULO II - Obrigação Tributária - Artigos 113 a 138.

CAPÍTULO V - Responsabilidade Tributária - Artigos 128 a 138.

SEÇÃO II - Responsabilidade dos Sucessores - Artigos 129 a 133.

ART.133 - A pessoa natural ou jurídica de direito privado que adquirir de outra, por qualquer título, fundo de comércio ou estabelecimento comercial, industrial ou profissional, e continuar a respectiva exploração, sob a mesma ou outra razão social ou sob firma ou nome individual, responde pelos tributos, relativos ao fundo ou estabelecimento adquirido, devidos até a data do ato:

I - integralmente, se o alienante cessar a exploração do comércio, indústria ou atividade;

II - subsidiariamente com o alienante, se este prosseguir na exploração ou iniciar dentro de 6 (seis) meses, a contar da data da alienação, nova atividade no mesmo ou em outro ramo de comércio, indústria ou profissão.(grifos nossos).

Aludido instituto como demonstrado, possui relevante valor, sendo considerado parte integrante do patrimônio empresarial, tendo seu reconhecimento pelas normas existentes em nosso País, onde desvalorizá-lo como tenta a recorrente, além de ser prova de desconhecimento, comprova a completa insubsistência da alegação, que por si só, cai por terra.

Se a recorrida, possuía uma avaliação de seu fundo de comércio, adaptada para uma determinada situação em que a empresa se apresentava ao mercado, e hoje essa situação é outra completamente diferente pela abertura de novos investimentos, parcerias, prestação de serviços com abrangências nacionais e internacionais, nada mais correto e aceito que tenha seu fundo de comércio reavaliado.

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DENAF 2659

A cada ano, em que a empresa se apresenta mais sólida no mercado, apresentando escala crescente de crescimento não precisa possuir notável saber, mas apenas curiosidade na matéria, para saber que seu fundo de comércio sofre modificações e valorização automática.

Para se ter uma idéia, que este argumento desmorona-se pela sua própria inconsistência, é que, se pegarmos o próprio nome da recorrente VARIG LOGISTICA OU MESMO VIAÇÃO AÉREA RIO GRANDENSE – VARIG, e atribuirmos esse pensamento vesgo utilizado, significa dizer, que de nada adiantaria a solidificação do nome de uma empresa, sua credibilidade, seus investimentos, sua participação no mercado, e que, simplesmente ao se mudar uma razão social ou nome fantasia, nenhum prejuízo ocorreria.

Se a recorrente pensa assim, somente temos a lamentar, e desejar que não compare sua situação com a de ninguém, pois, se hoje seu nome não representa os investimentos realizados ao longo de vários anos de trabalho, a recorrida, nem todas as boas empresas do Brasil tem nada a ver com isso.

Finalizando este item, não há de se falar do registro ativo da recorrida como intangível, somente pelo fato de não se poder tocar, até porque a honra não se toca e não tem preço.

A recorrente apresenta como segundo devaneio, que a recorrida não apresentou determinada documentação em língua nacional, demonstrando em seu próprio recurso, a basilar falta de exigibilidade quanto a este aspecto, quando menciona a omissão do Edital.

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DENAF 2658

Ora, as participantes do certame estão obrigadas somente, a cumprir com o que está previamente estabelecido no Edital da concorrência em tela, se tal fato não está devidamente particularizado, e o texto editalicio omite a exigência específica da apresentação de documentos em língua Portuguesa, também não se necessita possuir notável saber, para entender que o que não está escrito, nem exigido poderá ser apresentado de forma diversa.

Até porque, senhores, não podemos perder de vista o referencial da análise prévia da documentação, competentemente elaborada pela honrosa comissão, ou seja, se houvesse alguma lesão as exigências do Edital, a empresa seria convocada a suprir nos casos previstos, podendo ser ato perfeitamente sanado. O que não foi e nem é o caso.

Como poderia, a Comissão que de forma clara, legal e imparcial rejeitar apresentação de documentos em língua diversa da nacional, se, na exigência primordial acerca dos contratos, estes deveriam ser apresentados em original, ou xerocópias autenticadas?

Escorrega mais uma vez, com tal argumento, pois se a recorrente desejava refutar qualquer ditame editalicio, artigos e omissões, deveria cumprir com o disposto no artigo 09, que concede prazo oportuno para apresentação de qualquer impugnação, requerimentos e ou solicitações quanto ao Edital.

Pelo que se conste, não foi apresentado pela recorrente nenhum recurso tempestivo, invocando mencionado artigo do Edital, com requerimentos modificativos.

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Por fim, se não existe nenhum impeditivo no Edital para apresentação de determinados documentos em língua diversa, até porque, os contratos originais assim foram elaborados, foi a documentação da recorrida amplamente e detidamente analisada por uma competente comissão, que demonstrou a todo momento prova suficiente de conhecimento na matéria licitatória, e nada foi alegado nos termos do artigo 09 do Edital por parte da recorrente, para alterações ou modificações no que tange a atos ou fatos, é cristalinamente improcedente mais este argumento.

A recorrida, muito embora não seja legalmente outorgada para tecer comentários em defesa da comissão, aproveita esta oportunidade, para também irresignar-se pela palavras grosseiras destinadas à comissão pela recorrente, quando trata seus atos como erros, ilegalidades, vícios e outros adjetivos atentatórios ao um trabalho sério, competente e demonstração de profundo conhecimento.

Certamente, que esta opinião, é e será compartilhada por todos os participantes sérios, e entendedores que num processo licitatório há concorrentes e que vença o que melhor apresentar adequação aos anseios da administração.

Qualquer descontentamento poderá ser facilmente registrado, com argumentos técnicos e precisos, sem que se precise desrespeitar como anteriormente dito, um trabalho honroso como o que se processa.

No terceiro e último devaneio da recorrente, esta mais uma vez tenta manipular as palavras, demonstrando seguidamente a falta de conhecimento no que tange aos contratos de leasing.

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CPMI - CORREIOS
FOLHA 03/2005 - CN -

DENAF 1676

Diz, em síntese, que foi apresentado pela recorrida documentação fora do prazo de validade e cria uma tentativa de fraude ao certame.

Equivoca-se a recorrente, quando confunde a aplicação da alínea "a" do subitem 5.7, do item 5 que trata do prazo de validade dos documentos, pois, ao ter o contrato da recorrida como inválido é no mínimo hilário, pois, um contrato de leasing tem seu prazo determinado para o cumprimento das obrigações pecuniárias para aquisição do bem, podendo sofrer uma básica modificação se, por exemplo, nascer uma opção de compra do bem.

O contrato original de aquisição, é que deve ser apresentado em original ou em cópia autenticada, no entanto, o que dará validade na disponibilidade da aeronave é o certificado de aeronavegabilidade que está pleno e eficaz.

Para conhecimento da recorrente, nos contratos de leasing um elastecimento de prazo, concessão, novação para aquisição futura e outras negociações, não estão condicionados a validade do contrato originário, que como anteriormente mencionado são balizadores de uma obrigação puramente pecuniária, ou seja, o contrato não deixa de ser válido se dele nascer obrigações acessórias para finalização do cumprimento do que foi pactuado.

Portanto, o contrato válido para a aeronave disposta pela recorrida é o originário da obrigação, muito embora, a validade para o cumprimento das obrigações pecuniárias tenha-se estendido, não perdendo este sua condição de validade para comprovação do que foi exigido pelo Edital.

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FOS nº 03/2005 - CN - CPMI - CORREIOS

DENAF 2615

Prova inconteste, desta afirmação é que diferentemente do que tentou equivocadamente demonstrar a recorrente, é que se apresentou o certificado de aeronavegabilidade que agrupa todas as condições do edital quanto a disponibilidade, validade e legalização da aeronave em favor da recorrida.

Quando falamos em equivoco por parte da recorrente, abrandamos sua peça, quando na verdade se amostra norteada por confusão e fatos inexistentes, com, por exemplo, utiliza-se como prova para o terceiro devaneio uma aeronave que nem pertence à recorrida, ou seja, A RECORRIDA NÃO POSSUI QUALQUER AERONAVE COM O PREFIXO PT-MMA.

Talvez, na tentativa desenfreada em criar fatos e situações não tenha se dado ao trabalho, de pelo menos atentar para o que estava alegando, inclusive gerando a dúvida de que este argumento tenha sido destinado a outro recurso para outra licitante.

O Contrato de leasing firmado entre a recorrida e a empresa ex proprietária da aeronave particularizada no referido documento possui duas opções, a saber:

a) Opção de devolução do bem; e

b) Opção de compra.

A opção de devolução pode ser executada em qualquer tempo do Contrato, no entanto, quando se faz a opção pela aquisição do bem, que foi o caso da recorrida, conforme Contrato de aquisição (doc 1) demonstra que essa

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CPMI - CORREIOS
DENAF 1614

modalidade vigora o contrato originário, que passa a ter sua validade até o período final do pagamento, independente do prazo estipulado no leasing.

A modalidade de aquisição alastece o prazo pactuado entre as partes, até o cumprimento integral.

O prazo estipulado no Contrato de leasing diz respeito, tão somente, ao período em que a parte arrendatária escolherá uma das duas opções previstas neste tipo de Contrato, já referenciadas acima, nas alíneas a) e b), ou seja, devolução do bem ou opção de compra.

O Código Civil Brasileiro e suas inovações, no Título em que trata do instituto dos Contratos, prevê toda essa negociação normatizando e particularizando o Contrato de Leasing, ou seja, tanto é que existe a previsão legal para uma novação, que é caso específico, em que a recorrida afora o já pactuado no Contrato originário, optou pelo elastecimento da sua obrigação e conseqüentemente dos prazos anteriormente pré-estabelecido, que, ressalta-se como anteriormente já referido o prazo do Contrato de leasing serve tão somente como referencial para que a parte contratante opte pela melhor modalidade que lhe convier.

Vale ressaltar que o Certificado de Aeronavegabilidade é a disponibilização do referido bem para a empresa, visto que o Departamento de Aviação Civil só libera tal documento após a apresentação do Contrato de leasing, feita a opção, estando assim em plena eficácia. Lembrando ainda que a especificação operativa está em pleno vigor, tendo seu prazo vigorando até 2006.

Ainda, a título de esclarecimento, acerca do Contrato firmado entre a ex proprietária da aeronave e a recorrida, temos a informar que o Contrato originário, com a opção pela aquisição do bem, foi devidamente quitado em 30 parcelas, estando atualmente referido documento em processo de transferência pela óbvia compra.

TAF
Linhas Aéreas S.A.

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CPMI - CORREIOS

DEN: 2613

O Contrato de Leasing tido como vencido pela recorrente, assim estaria, se no curso das obrigações houvesse rescisão por qualquer motivo, isto sim, poria termo ao Contrato estando conseqüentemente inválido. Porém, este não é o caso da recorrida, pois, cumpriu com todas suas obrigações e está simplesmente aguardando a transferência oficial da titularidade definitiva para a TAF Linhas Aéreas S.A.

Isto posto, a aeronave é inquestionavelmente de propriedade da TAF Linhas Aéreas S.A, estando apenas em fase final de transferência de titularidade, uma vez que foram pagas todas obrigações pecuniárias e a TAF esta com posse legal da aeronave, conforme consta do Certificado de Aeronavegabilidade emitido pelo DAC, não havendo razão alguma para se prorrogar o Contrato de Leasing.

Como prova inconteste desta afirmação, é que, a recorrida junta nesta oportunidade todos os comprovantes de pagamentos realizados com referência ao Contrato firmado.

Por derradeiro, os itens exaltados pela recorrente são improvidos de conhecimento e escorados em erros e confusão, devendo por medida de justiça ser repudiados e naufragados.

***Ex Positis*, tem a recorrente como contestado ponto a ponto este malsinado recurso apresentado por VARIG LOGISTICA S/A, pugnando por sua improcedência e rejeição *in totun*, sendo por conseqüência arquivado.**

E. deferimento.

Brasília, 14 de Dezembro de 2004.

TAF LINHAS AÉREAS S.A.

JOÃO ARISTON PESSOA DE ARAUJO FILHO
Diretor Comercial

GERENCIA BRASÍLIA – SQN 206 – Bloco "B" Loja 12 Asa Norte - Brasília – DF – Brasil CEP 70.844-520 – Fone: (61) 272.3773 - Fax: (61) 349.0715

Doc: 3675
Fls: 1222
PAULO CUNHA REIS
DEN - 2612

CARTA DE ENTENDIMENTO

Entre:

1) Transmile Air Services SDN BHD, uma companhia organizada e existente sob as leis da Malásia, tendo seu escritório no Mezanino 2, Bloco B, Caixa 20, Wisma Semantan 12, Jalan Gelenggang, Bukit Damansara, 50490 (O Proprietário)

2) TAF Linhas Aéreas S.A., uma companhia organizada e existente sob as leis do Brasil, tendo seu escritório no Aeroporto Pinto Martins, Hangar TAF, CEP 60420-970, Fortaleza – CE (O Comprador)

Concordam no seguinte:

Aeronave

Fabricante/Modelo	01 (um) Boeing B737-248C
Configuração	Cargueiro
Número de Série	20.220
Motores	#1 P707436 #2 P674232
APU	Garrett GTCP85-129 S/N 380428-1-14 P3503B

Que a aeronave, com registro PT-MTA, antigamente tendo prefixo 9M-PMP, e todos os seus equipamentos descritos nesta carta, serão totalmente transferidos do Proprietário para o Comprador, livre de quaisquer ônus ou encargos, no término dos pagamentos listados na programação de pagamentos.

A aeronave está sob um contrato de leasing (dry) de 48 meses com o Comprador, conforme o "Acordo de Serviços de Aeronave" datado de 30 de março de 2000. Em 07 de fevereiro de 2001, o leasing através do acordo entre as partes foi convertido para um acordo de compra em Kuala Lumpur. Esta carta confirma que o Proprietário está completando a conversão e o Contrato de Compra Condicionada para a aeronave SN 20.220 será ratificado dentro de um mês da data da apresentação, desde que o Comprador não esteja em falha com os termos da compra acordados nesta.

Conhecimento

Em 08 de fevereiro de 2002 Fortaleza – Brasil/Kuala Lumpur – Malásia

TAF LINHAS AEREAS S.A TRANSMILE AIR SERVICES

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DEN... 2601

Letter Of Understanding

Between:

1) Transmile Air Services SDN BHD, a company organized and existing under the laws of Malaysia, having its registered office at Mezzanine-2, Block B, Letter Box 20, Wisma Semantan 12, Jalan Gelenggang, Bukit Damansara, 50490 (The "Proprietor")

2) TAF – Linhas Aéreas S.A., a company incorporated under the laws of Brazil and having its principal office at Aeroporto Pinto Martins, Hangar da TAF, CEP 60420-970, Fortaleza-Ceara (The "Buyer").

It is agreed as follows;

Aircraft

Make-Model	01(one) Boeing B737-248C
Configuration	Freighter
Serial Number	20220
Engine Serial #'s	1. P707436
	2. P674232
APU	Garret GTCP-85-129 Serial-350428-1-14 Part # P35038

That the Aircraft, with registeration prefix PT-MTA, formerly holding tail pre-fix 9M-PMP, and its equipment hereby described in this letter, will have full title tranferred by the Proprietor to the Buyer, clear of any liens or encumbrances, upon completion of full payment per the payment schedule.

The Aircraft is on a 48 month 'Dry' Lease to Buyer under the "Aircraft Service Agreement" dated 30th March 2000. On February 07 2001, the lease was agreed to be converted into a purchase agreement at Kuala Lumpur. This letter confirms that the Proprietor is processing the conversion and the Conditional Purchase Agreement for MSN 20220 will be executed within one month from this date provided the Buyer is not in default and terms of the purchase are agreed upon.

Acknowledgement

On 08 February 2002 Fortaleza-Brazil/Kuala Lumpur-Malaysia

TAF Linhas Aéreas
João A. Pinto de Araújo
President & CEO

Khuddin Mohd
Executive Director-Finance
Transmile Air Services SDN BHD

TOTAL P.01

TOTAL P.02

DENIAL 2650

3675

224

TRANSMILE AIR SERVICES SDN BHD

SCHEDULE OF REPAYMENT FOR PMP (USD) DTA

	USD	
Sales price	4,200,000.00	
Commitment fee	10,000.00	17/3/2000
Deposit	132,500.00	12/9/2000
	4,057,500.00	
Deposit	45,000.00	22/3/2001
Deposit	144,000.00	30/3/2001
	3,868,500.00	
Installment	147,480.00	

	O/S	Repayment	Total	Payment Received	Outstanding		
Feb-01	4,588,965.15	45,000.00	4,543,965.15	45,000.00	-	22-Feb-01	
Mar-01	4,543,965.15	144,000.00	4,399,965.15	144,000.00	-	30-Mar-01	
Apr-01	4,399,965.15	147,460.00	4,252,505.15	147,460.00	-	4-May-01	
May-01	4,252,505.15	147,460.00	4,105,045.15	147,460.00	-	5-Jun-01	
Jun-01	4,105,045.15	147,460.00	3,957,585.15	147,460.00	-	27-Jun-01	
Jul-01	3,957,585.15	147,460.00	3,810,125.15	147,460.00	-	27-Jul-01	
Aug-01	3,810,125.15	147,480.00	3,662,645.15	147,480.00	-	4-Sep-01	
Sep-01	3,662,645.15	147,480.00	3,515,165.15	147,480.00	-	29-Sep-01	
Oct-01	3,515,165.15	147,480.00	3,367,685.15	147,480.00	-	16-Nov-01	
Nov-01	3,367,685.15	147,480.00	3,220,205.15	147,480.00	-	28-Nov-01	
Dec-01	3,220,205.15	147,480.00	3,072,725.15	147,455.00	25.00	10-Jan-02	
Jan-02	3,072,725.15	147,480.00	2,925,245.15	147,455.00	25.00	8-Feb-02	
Feb-02	2,925,245.15	147,480.00	2,777,765.15	147,455.00	25.00	28-Feb-02	
Mar-02	2,777,765.15	147,480.00	2,630,285.15	147,430.00	50.00	26-Mar	& 18-Apr
Apr-02	2,630,285.15	147,480.00	2,482,805.15	147,430.00	50.00	9-May	& 29-May
May-02	2,482,805.15	147,480.00	2,335,325.15	147,430.00	50.00	6-Jun	& 25-Jul
Jun-02	2,335,325.15	147,480.00	2,187,845.15	147,480.00	-	2-Aug	& 27-Aug
Jul-02	2,187,845.15	147,480.00	2,040,365.15	147,430.00	50.00	27-Aug	
Aug-02	2,040,365.15	147,480.00	1,892,885.15	147,429.00	51.00	01 & 30-Oct	& 11-Nov
Sep-02	1,892,885.15	147,480.00	1,745,405.15	147,446.00	34.00	11-Nov	
Oct-02	1,745,405.15	147,480.00	1,597,925.15	147,480.00	-	31-Dec-02	& 26/2/03
Nov-02	1,597,925.15	147,480.00	1,450,445.15	147,480.00	-	26-Feb-03	& 7/4/03
Dec-02	1,450,445.15	147,480.00	1,302,965.15	147,480.00	-	07/04/03	& 28/4/03
Jan-03	1,302,965.15	147,480.00	1,155,485.15	147,480.00	-	28/04/03	& 27/5/03
Feb-03	1,155,485.15	147,480.00	1,008,005.15	147,480.00	-	27/05/03	& 23/7/03
Mar-03	1,008,005.15	147,480.00	860,525.15	147,480.00	-	23 & 25-Jul	& 14/8/03
Apr-03	860,525.15	147,480.00	713,045.15	147,480.00	-	14/8/03	& 4/9/03
May-03	713,045.15	147,480.00	565,565.15	147,480.00	-	4 & 9/9/03	& 15/10/03
Jun-03	565,565.15	147,480.00	418,085.15	113,147.00	34,330.00	15/10/2003	
Jul-03	418,085.15	147,480.00	270,605.15				
Aug-03	270,605.15	147,480.00	123,125.15				
Sep-03	123,125.15	123,125.15	-				
Oct-03							
		4,588,965.15		4,136,157.00	34,690.00		
		10,000.00					
		132,500.00					
		4,731,465.15					

DENAT 2699

Fls: 3675

CPMI - CORREIOS
ROS nº 03/2005 - 1225

IMPRESSO EM 03/06/2002 - 17:35:14 H - 07347/0060-VERONICA LU2037 /8078928
SISBACEN 07347-0060/VERONICA CAMBIO 03/06/02 17:
TRANSACAO PCAM300 REGISTRO DE OPERACOES DE CAMBIO (MERCADO LIVRE)

IMPRESSAO DE CONTRATO DE CAMBIO

CONTRATO DE CAMBIO DE VENDA - TIPO:
TRANSFERENCIAS FINANCEIRAS PARA O EXTERI

NR 08/083020 DE 03/06/2002 FL NR:
INST: 7347 PRACA: 8005

AS PARTES A SEGUIR DENOMINADAS, RESPECTIVAMENTE, VENDEDOR E COMPRADO CONTRATAM A PRESENTE OPERACAO DE CAMBIO, NAS CONDICOES AQUI ESTIPULADAS.

VENDEDOR.:	BANCO SUDAMERIS BRA
CGC.....:	60.942.638/0060-23
ENDERECO.:	RUA 15 DE NOVEMBRO, 213 - SAO PAULO SP

COMPRADOR:	TAF LINHAS AEREAS S A
CGC.....:	07.046.998/0001-04
ENDERECO.:	PC BRG EDUARDO GOMES SN FORTALEZA - CE

MOEDA: 220 DOLAR DOS ESTADOS UNIDOS | TAXA CAMBIAL: 2.5600

VALOR EM MOEDA ESTRANGEIRA.....: 33.760,00
(TRINTA E TRES MIL E SETECENTOS E SESSENTA DOLARES DOS ESTADOS UNIDOS **
****
**********)

VALOR EM MOEDA NACIONAL.....: 86.425,60
(OITENTA E SEIS MIL E QUATROCENTOS E VINTE E CINCO REAIS E SESSENTA CENTAVOS **********
**********)

LIQUIDACAO ATE: 05/06/2002	FORMA DE ENTREGA DA MOEDA ESTRANGEIRA: 65 - TELETRANSMISSAO
NATUREZA DA OPERACAO: 45010-50-0-95-90 DESCRICAO.....:	SERV.DIV-OUT-ALUGUEL EQUIPAMENTO
( ) RECEBEDOR NO EXTERIOR: ( ) TRANSMILE AIR SERVS.SDN BHD	PAIS: 4553 MALASIA
NUMERO DA AUTORIZACAO OU DO CERTIFICADO FIRCE: TAO/00000/B1027	
CORRETOR.:	
CGC.....:	

(FINAL DA FL.NR. 01)

DENAF 2698

Doc. 3675
Fls: 1226
CPMI - CORREIOS
POS Nº 03/2005 - CN

2002MAY29 08:40:28 Logical Terminal 699Y
MT S100 Customer Transfer Page 00001
Func DSPRSP3

MSGACK *** ATENCAO: COPIA DA MENSAGEM DO ARQUIVO JOURNAL ***

Basic Header	F 01		BUDMBRSPASPO 3519 046658
Application Header	I 100		SCBLUS33XXXX N
			*STANDARD CHARTERED BANK
			*NEW YORK,NY
User Header		Service Code	103:
		Bank. Priority	113:
		Msg User Ref.	108:
TRN	*20	:	345700060935
Date/Cur/Amount	*32 A	:	Date 020529 Currency USD Amount 61.240,00
Ordering Customer	*50	:	TAF LINHAS AEREAS S/A
			CTR 02/024376
Ordering Inst.	52	:	
Sender's Corr.	53	:	
Receiver's Corr.	54	:	
Intermediary	56 A	:	//FW021000089
			CITIUS33XXX
			*CITIBANK N.A.
			*NEW YORK,NY
Account with Inst.	57 A	:	/36075039
			MBBEMYKAXXX
			*MAYBANK INTERNATIONAL (L) LTD.
			*LABUAN
Benefic Customer	*59	:	/461608
			TRANSMILE AIR SERVICE SDN BHD
			X
Details of Payment	70	:	REF.:ARRENDAMENTO DE UMA AERONAVE
			BOING B737-248C REGISTRO 9M-PMP NR
			SERIE 20220
Details of Charges	71 A	:	BEN
Send. to Rec. Info.	72	:	
Trailer			Order is <MAC:> <PAC:> <ENC:> <CHK:> <TNG:> <PDE:>
			MAC:B4DF8C3D
			CHK:6D1E3149794B

Message Trace Display

No Message Trace Information Available

Doc. 3675 - Fls: 1227

DENAF 1647

2002APR18 08:31:45 Logical Terminal 699Y
MT S100 Customer Transfer Page 00001
Func DSPRSP3

```
MSGACK  *** ATENCAO: COPIA DA MENSAGEM DO ARQUIVO JOURNAL ***
Basic Header          F  01 SUDMBRSPASPO 3444 034875
Application Header    I 100 SCBLUS33XXXX N
                            *STANDARD CHARTERED BANK
                            *NEW YORK,NY
User Header           Service Code    103:
                      Bank. Priority  113:
                      Msg User Ref.   108:
TRN                   *20    : 345700059931
Date/Cur/Amount       *32 A  : Date 020417 Currency USD Amount 8.760,00
Ordering Customer     *50    : TAF LINHAS AEREAS S/A
                               CTR 02/013999
Ordering Inst.         52    :
Sender's Corr.         53    :
Receiver's Corr.       54    :
Intermediary           56 A  : //FW021000089
                               CITIUS33XXX
                              *CITIBANK N.A.
                              *NEW YORK,NY
Account with Inst.     57 A  : /36075039
                               NBBEMYKAXXX
                              *MAYBANK INTERNATIONAL (L) LTD.
                              *LABUAN
Benefic Customer      *59    : /461608
                               TRANSMILE AIR SERVICE SDN BHD
                               X
Details of Payment     70    : REF.: LEASING - AIRPLANE BOING B737
                               248C REGISTER 9M-PMP NR SERIE 20220
Details of Charges     71 A  : BEN
Send. to Rec. Info.    72    :
Trailer                      Order is <MAC:> <PAC:> <ENC:> <CHK:> <TNG:> <PDE:>
                             MAC:EE38AF5B
                             CHK:2A36469BE837
                      Message Trace Display
No Message Trace Information Available
```

DENAF 2646

DE :TAF LIN... EM 21/03/2002 - 17:44:49 H - 07347/0060-VERONICA LU203Z /7407992

SISBACEN 07347-0060/VERONICA CAMBIO
TRANSACAO PCAM300 REGISTRO DE OPERACOES DE CAMBIO (MERCADO LIVRE) 21/03/02 17:44
IMPRESSAO DE CONTRATO DE CAMBIO

CONTRATO DE CAMBIO DE VENDA - TIPO 04
TRANSFERENCIAS FINANCEIRAS PARA O EXTERIOR

NR.:08/013994 DE 21/03/2002 FL.NR.: 01
INST: 7347 PRACA: 5865

AS PARTES A SEGUIR DENOMINADAS, RESPECTIVAMENTE, VENDEDOR E COMPRADOR CONTRATAM A PRESENTE OPERACAO DE CAMBIO, NAS CONDICOES AQUI ESTIPULADAS.

VENDEDOR.: BANCO SUDAMERIS BRASIL

CGC.....: 60.942.638/0060-23

ENDERECO.: RUA 15 DE NOVEMBRO, 213 - SAO PAULO SP

COMPRADOR: TAF LINHAS AEREAS S A

CGC.....: 07.046.998/0001-04

ENDERECO.: PC BRG EDUARDO GOMES SN
FORTALEZA - CE

MOEDA: 220 DOLAR DOS ESTADOS UNIDOS | TAXA CAMBIAL: 2.3680

VALOR EM MOEDA ESTRANGEIRA..... 138.720,00
(CENTO E TRINTA E OITO MIL E SETECENTOS E VINTE DOLARES DOS ESTADOS UNIDOS **********)

VALOR EM MOEDA NACIONAL..... 328.488,96
(TREZENTOS E VINTE E OITO MIL E QUATROCENTOS E OITENTA E OITO REAIS E NOVENTA E SEIS CENTAVOS **********)

LIQUIDACAO ATE: 25/03/2002 | FORMA DE ENTREGA DA MOEDA ESTRANGEIRA: 65 - TELETRANSMISSAO

NATUREZA DA OPERACAO: 45010-50-0-95-90
DESCRICAO.....: SERV.DIV-OUT-ALUGUEL EQUIPAMENTO

RECEBEDOR NO EXTERIOR: | PAIS: 4553
TRANSMILE AIR SERVS.SDN BHD | MALASIA

NUMERO DA AUTORIZACAO OU DO CERTIFICADO FIRCE: TA0/00000/81087

CORRETOR.:

CGC.....:

(FINAL DA FL.NR. 01)

Fls. 1228
CPMI - CORREIOS

DENAF 1646

AERB
EN 07347-0060/VERONICA CAMBIO
ACAO PCAM300 REGISTRO DE OPERACOES DE CAMBIO (MERCADO LIVRE) 22/03/02 14:35
IMPRESSAO DE CONTRATO DE CAMBIO

CONTRATO DE CAMBIO DE VENDA - TIPO 04
TRANSFERENCIAS FINANCEIRAS PARA O EXTERIOR

NR. 02/019999 DE 21/03/2002 FL.NR. 01
INST: 7347 PRACA: 5885

AS PARTES A SEGUIR DENOMINADAS, RESPECTIVAMENTE, VENDEDOR E COMPRADOR CONTRATAM A PRESENTE OPERACAO DE CAMBIO, NAS CONDICOES AQUI ESTIPULADAS.

VENDEDOR.: BANCO SUDAMERIS BRASIL

CGC.....: 60.942.638/0060-23

ENDERECO.: RUA 15 DE NOVEMBRO, 213 - SAO PAULO SP

COMPRADOR: TAF LINHAS AEREAS S A

CGC.....: 07.046.998/0001-04

ENDERECO.: PC BRG EDUARDO GOMES SN
FORTALEZA - CE

MOEDA: 220 DOLAR DOS ESTADOS UNIDOS | TAXA CAMBIAL: 2.3680

VALOR EM MOEDA ESTRANGEIRA.....: 8.760,00
(OITO MIL E SETECENTOS E SESSENTA DOLARES DOS ESTADOS UNIDOS **********
****
**********)

VALOR EM MOEDA NACIONAL.....: 20.743,68
(VINTE MIL E SETECENTOS E QUARENTA E TRES REAIS E SESSENTA E OITO CENTAVOS **********
**********)

LIQUIDACAO ATE: 17/04/2002 | FORMA DE ENTREGA DA MOEDA ESTRANGEIRA: 65 - TELETRANSMISSAO

NATUREZA DA OPERACAO: 45010-50-0-95-90
DESCRICAO.....: SERV.DIV-OUT-ALUGUEL EQUIPAMENTO

RECEBEDOR NO EXTERIOR: TRANSMILE AIR SERVS.SDN BHD | PAIS: 4553 MALASIA

NUMERO DA AUTORIZACAO OU DO CERTIFICADO PIRCE: TA0/00000/81087

CORRETOR.:

CGC.....:

(FINAL DA FL.NR. 01)

FLS 229
CPMI - CORREIOS
POS 03/2005 - CN

Doc: 3675
Fls: 1230
CPMI - CORREIO

DENAF 2644

IMPRESSO EM 19/07/2002 - 17:54:16 H - 07947/0060-VERONICA LU2032 /0474470

SISBACEN 07947-0060/VERONICA CAMBIO 19/07/02 17:4
TRANSACAO PCAM300 REGISTRO DE OPERACOES DE CAMBIO (MERCADO LIVRE)
- IMPRESSAO DE CONTRATO DE CAMBIO -

CONTRATO DE CAMBIO DE VENDA - TIPO 0-
TRANSFERENCIAS FINANCEIRAS PARA O EXTERIOR

NR. 02/093193 DE 19/07/2002 FL.NR. 0
INST: 7047 PRACA: 9005

AS PARTES A SEGUIR DENOMINADAS, RESPECTIVAMENTE, VENDEDOR E COMPRADOR CONTRATAM A PRESENTE OPERACAO DE CAMBIO, NAS CONDICOES ADIANTE ESTIPULADAS.

VENDEDOR.: BANCO SUDAMERIS BRASIL

CGC.....: 60.942.638/0060-23

ENDERECO.: RUA 15 DE NOVEMBRO, 210 - SAO PAULO SP

COMPRADOR: TAF LINHAS AEREAS S A

CGC.....: 07.046.998/0001-04

ENDERECO.: PC BRG EDUARDO GOMES,SN
FORTALEZA - CE

MOEDA: 220 DOLAR DOS ESTADOS UNIDOS | TAXA CAMBIAL: 2.3680

VALOR EM MOEDA ESTRANGEIRA..... 8.760,00
(OITO MIL E SETECENTOS E SESSENTA DOLARES DOS ESTADOS UNIDOS **********
****
****

VALOR EM MOEDA NACIONAL..... 20.749,68
(VINTE MIL E SETECENTOS E QUARENTA E TRES REAIS E SESSENTA E OITO
CENTAVOS **********
****

LIQUIDACAO | FORMA DE ENTREGA DA MOEDA ESTRANGEIRA:
ATE: 17/04/2002 | 55 - TELETRANSMISSAO

NATUREZA DA OPERACAO: 45010-50-0-95-90
DESCRICAO.....: SERV.DIV-OUT-ALUGUEL EQUIPAMENTO

RECEBEDOR NO EXTERIOR: | PAIS: 4253
TRANSMILE AIR SERVS.SDN BHD | MALASIA

NUMERO DA AUTORIZACAO OU DO CERTIFICADO FIRCE: TA0/00000/81087

CORRETOR.:

CGC.....:

(FINAL DA FL.NR. 01)

DENAF 2643

Fls. 3675
1231
CPMI - CORREIOS
POS n° 03/2005 - CN

TRANSACAO PCAMB00 REGISTRO DE OPERACOES DE CAMBIO (MERCADO LIVRE) 25/02/02 16:46
IMPRESSAO DE CONTRATO DE CAMBIO

CONTRATO DE CAMBIO DE VENDA - TIPO 04
TRANSFERENCIAS FINANCEIRAS PARA O EXTERIOR

NR. 02/009208 DE 25/02/2002 FL.NR. 01
INST: 7347 PRACA: 5805

AS PARTES A SEGUIR DENOMINADAS, RESPECTIVAMENTE, VENDEDOR E COMPRADOR CONTRATAM A PRESENTE OPERACAO DE CAMBIO, NAS CONDICOES AQUI ESTIPULADAS.

VENDEDOR.: BANCO SUDAMERIS BRASIL

CGC.....: 60.942.638/0060-23

ENDERECO.: RUA 15 DE NOVEMBRO, 213 - SAO PAULO SP

COMPRADOR: TAF LINHAS AEREAS S A

CGC.....: 07.046.998/0001-04

ENDERECO.: FC BR8 EDUARDO GOMES SN
FORTALEZA - CE

MOEDA: 220 DOLAR DOS ESTADOS UNIDOS | TAXA CAMBIAL: 2.4290

VALOR EM MOEDA ESTRANGEIRA.....: 147.480,00
(CENTO E QUARENTA E SETE MIL E QUATROCENTOS E OITENTA DOLARES DOS ESTADOS UNIDOS **********)

VALOR EM MOEDA NACIONAL.....: 358.228,92
(TREZENTOS E CINQUENTA E OITO MIL E DUZENTOS E VINTE E OITO REAIS E NOVENTA E DOIS CENTAVOS **********)

LIQUIDACAO | FORMA DE ENTREGA DA MOEDA ESTRANGEIRA:
ATE: 27/02/2002 | 65 - TELETRANSMISSAO

NATUREZA DA OPERACAO: 45010-50-0-95-90
DESCRICAO.....: SERV.DIV-OUT-ALUGUEL EQUIPAMENTO

RECEBEDOR NO EXTERIOR: | PAIS: 4553
TRANSMILE AIR SERVS.SDN BHD | MALASIA

NUMERO DA AUTORIZACAO OU DO CERTIFICADO FIRCE: TAO/00000/81087

CORRETOR.:

CGC.....:

(FINAL DA FL.NR. 01)

3675
1232
DENAF 642

Tipo de registro: 50 - Mensagens SWIFT enviadas
Data/Hora.....: 20020207154437000
sgack: {1:F21SUDMBRSPASP0336014545}{4:{177:0202071545}{451:0}}

MT S100			Customer Transfer
asic Header	F	01	SUDMBRSPASP0 3346 014545
pplication Header	I	100	SCBLUS33XXXX N
ser Header			Service Code 103:
			Bank. Priority 113:
			Msg User Ref. 108:
RN	*20	:	345700058047
ate/Cur/Amount	*32 A	:	Data 020207 Currency USD Amount 147.480,00
rdering Customer	*50	:	TAF LINHAS AEREAS S/A CTR 02/005897
ntermediary	56 A	:	/ / /FW021000089 CITIUS33XXX
ccount with Inst.	57 A	:	/ / 36075039 MBBEMYKAXXX
nefic Customer	*59	:	/ TRANSMILE AIR SERVICE SDN BHD X
tails of Payment	70	:	REF.: ARRENDAMENTO DE UMA AERONAVE BOEING B737-248C REGISTRO 9M-PMP NUMERO SERIE 20220
tails of Charges	71 A	:	BEN
ailer			Order is <MAC:> <PAC:> <ENC:> <CHK:> <TNG:> <PDE:> MAC:1A443CCB CHK:114307BC812E

Message Trace Display
Message Trace Information Available

À
TAF
At.: Sr. ALEXANDRE

DENAF 2641

Doc. 3675

POS nº 03/2002 - CPMI - CLARREIOS

EMPRESSO EM 7?/07/2002 - 17:44:01 H - 07307/0060-VERONICA LUPOHI /1047/1344
2.41 BRADESCO/07307-0060/VERONICA CAMBIO 17/07/02 17:45
TRANHACAO "I/CAMBOO REGISTRO DE OPERACOES DE CAMBIO (MERCADO LIVRE)
IMPRESSAO DE CONTRATO DE CAMBIO

CONTRATO DE CAMBIO DE VENDA - TIPO 04
TRANSFERENCIAS FINANCEIRAS PARA O EXTERIOR

NR. 02/033100 DE 07/01/2002 FL.NR. 01
INST: 7347 PRACA: 5885

AS PARTES A SEGUIR DENOMINADAS, RESPECTIVAMENTE, VENDEDOR E COMPRADOR CONTRATAM A PRESENTE OPERACAO DE CAMBIO, NAS CONDICOES ADIANTE ESTIPULADAS.

VENDEDOR.: BANCO SUDAMERIS BRASIL
CGC.....: 60.948.692/0060-22
ENDERECO.: RUA 15 DE NOVEMBRO, 213 - SAO PAULO SP

COMPRADOR: TAF LINHAS AEREAS S A
CGC.....: 07.046.798/0001-04
ENDERECO.: PC DNO EDUARDO GOMES,SN
FORTALEZA - CE

MOEDA: 220 DOLAR DOS ESTADOS UNIDOS | TAXA CAMBIAL: 2.4370

VALOR EM MOEDA ESTRANGEIRA.....: 52.430,00
(CINQUENTA E DOIS MIL E QUATROCENTOS E OITENTA DOLARES DOS ESTADOS UNIDOS **
****

VALOR EM MOEDA NACIONAL.....: 127.800,32
(CENTO E VINTE E TRES MIL E OITOCENTOS REAIS E TRINTA E DOIS CENTAVOS **
****

LIQUIDACAO ATE: 09/01/2002 | FORMA DE ENTREGA DA MOEDA ESTRANGEIRA: 65 - TELETRANSMISSAO

NATUREZA DA OPERACAO: 95120-50-0-95-90
DESCRICAO.....: REND.CAP-ENC.S/END1V.EXT-OUTROS

RECEBEDOR NO EXTERIOR: TRANSMILE AIR SERVS,SDN BHD | PAIS: 4559 MALASIA

NUMERO DA AUTORIZACAO OU DO CERTIFICADO FIRCE: 102/000057/01017

CORRETOR.:
CGC.....:

(FINAL DA FL.NR. 01)

BANCO SUDAMERIS

3675

DENAF 2640

IMPRESSO EM 19/07/2002 - 17:47:09 H - 0230/220060-VERONICA UD2037 /UD744BD

SISBACEN 0220/V-0060/VERONICA CAMBIO 19/07/02 17:40

TRANSACAO FCAM300 REGISTRO DE OPERACOES DE COMBIO (MERCADO LIVRE)

IMPRESSAO DE CONTRATO DE CAMBIO

CONTRATO DE CAMBIO DE VENDA - TIPO 04
TRANSFERENCIAS FINANCEIRAS PARA O EXTERIOR

NR. 02/220/0187 DE 22/01/2002 FL./NR. 01
UNIT: 7347 PRACA: SBSP

AS PARTES A SEGUIR DENOMINADAS, RESPECTIVAMENTE, VENDEDOR E COMPRADOR CONTRATAM A PRESENTE OPERACAO DE CAMBIO, NAS CONDICOES ABAIXO ESTIPULADAS.

VENDEDOR.: BANCO SUDAMERIS BRASIL

CGC.....: 60.942.638/0060-26

ENDERECO.: RUA 15 DE NOVEMBRO, 218 - SAO PAULO - SP

COMPRADOR: TAF LINHAS AEREAS S A

CGC.....: 07.046.998/0001-04

ENDERECO.: PC BRG EDUARDO GOMES SN
FORTALEZA - CE

MOEDA: 220 DOLAR DOS ESTADOS UNIDOS. | TAXA CAMBIAL: 2.3590

VALOR EM MOEDA ESTRANGEIRA..... | US$ 100.000,00
(NOVENTA E CINCO MIL DOLARES DOS ESTADOS UNIDOS *****

VALOR EM MOEDA NACIONAL..... | 244.105,00
(DUZENTOS E VINTE E QUATRO MIL E CENTO E CINCO REAIS *****

LIQUIDACAO | FORMA DE ENTREGA DA MOEDA ESTRANGEIRA:
ATE: 09/01/2002 | 05 - TELETRANSMISSAO

NATUREZA DA OPERACAO: 45010-50 0-96-90
DESCRICAO.....: SERV.DIV.OUT.ALUGUEL EQUIPAMENTO

RECEBEDOR NO EXTERIOR: | PAIS: 455
TRANSMILE AIR SERVS.SDN BHD | MALASIA

NUMERO DA AUTORIZACAO OU DO CERTIFICADO FIRCE: TA07000007B10E7

CORRETOR.:

CGC.....:

(FINAL DA FL./NR. 01)

BANCO SUDAMERIS BRASIL

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CPMI - CORREIO
Fls nº 03/2005
DENAF 2633

GINOV27 14:18:00 Logical Terminal FLA1
MT 5ICO Customer Transfer Page 00001
Func FLAFRT
UMR 12041518

MOTIVO: COPIA
A C K EN: 20011127/1134 *** COPIA DA MENSAGEM ORIGINAL ***

Basic Header	F 01 BRASBRRJAFLA 5823 955951	
Application Header	I 100 CITIUS33XXXX N	
	*CITIBANK N.A.	
	*NEW YORK,NY	
User Header	Service Code 103:	
	Bank. Priority 113:	
	Msg User Ref. 108: CBM-F0502319	
TRN	*20 : 03434506305	
Date/Cur/Amount	*32 A : Date 011127 Currency USD Amount 147.480,00	
Ordering Customer	*50 : TAF LINHAS AEREAS SA	
	AEROPORTO PINTO MARTINS, S/N	
	AEROPORTO	
	FORTALEZA	
Sender's Corr.	53 A : BRASBRRJRJ1	
	*BANCO DO BRASIL S.A.	
	*RIO DE JANEIRO	
	*(ACCOUNT RECONCILIATION AND	
	*STATEMENTS)	
Account with Inst.	57 A : /ACC 35075039 CHIPS UID 332156	
	MBERMYKA	
	*MAYBANK INTERNATIONAL (L) LTD.	
	*LABUAN	
Benefic Customer	*59 : /461600	
	TRANSMILE AIR SERVICES SDN BHD	
	MEZZANINE - 2 BLOCK E	
	BUKIT DAMANSARA	
	MALAYSIA	
Details of Payment	70 : NUMBER ROF TA0/81087	
	PAYMENT OF PRINCIPAL	
	REF-02/170200/GTT INSP-MSN 20220	
Details of Charges	71 A : OUR	
Trailer	Order is <MAC:> <PAC:> <ENC:> <CHK:> <TNG:> <PDE:>	
	MAC:83865075	
	CHK:961C5EB6FC70	

ATT. : ALVES

Anexo 1.

BETA Cargo

DENAC 2638

CPMI - CORREIOS
Fls: 1236
3675

Ilmo. Sr. Maurício Coelho Madureira
Presidente da Comissão Especial de Licitação dos Correios – CEL/AC

Ref.: **Concorrência Pública 006/2004**
Impugnação a recurso administrativo

Anexos: **Certificado de Aeronavegabilidade da Aeronave PP-BRR expedido em 08/03/2004 e vencido em 09/10/2004**
Certificado de Aeronavegabilidade da Aeronave PP-BRR expedido em 17/11/2004 revalidando o vencido em 09/10/2004.
Certificado de Aeronavegabilidade da Aeronave PP-BRR expedido em 23/11/2004 corrigindo o expedido em 17/11/2004 e válido até 13/11/2010

BRASILIAN EXPRESS TRANSPORTES AÉREOS LTDA., empresa com sede social à av. Jamil João Zariff s/n – Posição Remota Central – Módulo I – lotes 9, 11 e 13 – Aeroporto Internacional de Guarulhos, inscrita no CNPJ sob o n° 64.862.642/0001-82, com inscrição estadual no Estado de São Paulo IE n° 336.490.241.114, por seu representante e legítimo procurador **IRAPUAN FALCÃO ALBUQUERQUE**, brasileiro, casado, empresário, domiciliado em Barueri, residente à Alameda Grajaú, 473 – Apto 1501 – Barueri – Alphaville, portador do documento de identidade RG n° 12.474.881-5 e inscrito no CPF/MF sob o n° 018.015.627-68, vem, em atendimento à intimação de V. Sa., bem como em cumprimento ao que dispõe o artigo 109, § 3°, da Lei n° 8.666/93, apresentar **impugnação ao recurso administrativo** interposto por TCB - TRANSPORTES CHARTER DO BRASIL LTDA., nos autos do processo licitatório de referência, aduzindo a seu prol o que abaixo se segue:

Preclusão lógico-consumativa

O recurso administrativo apresentado é incabível por ocorrência de **preclusão lógico-consumativa**.

O objetivo procurado por meio da interposição do recurso como um todo não é a salvaguarda do erário público ou a correção de erros substanciais, capazes de inquinar o processo licitatório.

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BETA Cargo

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Em verdade, busca o recorrente anular todo o processo licitatório, em vista de eventual inexistência de licitante para parte do objeto que ele disputava, causando, assim, novo chamamento (edital) e possibilitando que sua própria inabilitação seja relevada e até mesmo, eventualmente, sanada.

Ao revés da insurgência quanto à própria inabilitação, demonstrando interesse jurídico adequado e restrito, utiliza-se de interesse genérico, porém infundado, para, por via reflexa, anular a licitação na parte referente ao objeto que concorria, tentando desabilitar seu único concorrente.

A impugnante defende a tese de que ocorreu **preclusão lógico-consumativa** quanto à oportunidade de embargar a habilitação de um concorrente por outro licitante.

Isto porque, conforme consta da ata da primeira reunião, quando foi aberta a oportunidade de fiscalização da documentação apresentada, o representante da TCB NADA DECLAROU.

Ora, sua atitude de silêncio e omissão, em razão de fato em que lhe era exigido atuação e manifestação, traz como conseqüência a manifestação de vontade, criadora de ato jurídico e nascente de efeitos correlatos. Este silêncio equivale dizer: - não constato qualquer irregularidade em análise dos documentos que me foram apresentados.

Não se pode falar em reserva mental escusatória, capaz de cindir o silente dos efeitos do ato jurídico. No caso específico, há silêncio produtor de efeitos.

Assim, todas as condutas lícitas e contrárias ao que manifestou o representante da TCB no momento da reunião precluiram consumativamente não mais podendo retornar à discussão ou ocorrência, sob pena de insegurança jurídica.

Estamos, sem sombra de dúvida, diante do clássico exemplo de *venire contra factum proprium*, que é a contradição de comportamentos, não autorizada pelo Direito.

Aliás, todas as argumentações da peça recursal giram em torno de eventuais erros insubstanciais, incapazes de macular o processo licitatório. Como se demonstrará, no curso deste arrazoado, a desmedida formalidade, quando não expositora de perigo de lesão do erário, não é motivo para anulação de processo licitatório, nem mesmo de exclusão de licitante.

A este respeito é de se observar a Jurisprudência:

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DENAF 2634
BETA Cargo

ADMINISTRATIVO. ARGÜIÇÃO DE NULIDADE DE LICITAÇÃO. DESCONFORMIDADEDA PROPOSTA VENCEDORA COM O EDITAL. ERRO MATERIAL. ART. 43, § 3°DA LEI 8.666-93.
I – A proposta oferecida em desconformidade com o edital acarreta a desclassificação da concorrente na licitação. Porém, se o vício observado for material, não implicando prejuízo para as partes ou para a Administração Pública, não há que se falar em nulidade do certame.
II – A própria lei 8.666 prevê a possibilidade da autoridade competente para o julgamento da licitação pedir esclarecimentos relativos a qualquer dúvida decorrente das propostas oferecidas, conforme consta no art.43, parágrafo 3°.
III – Recurso desprovido.

(AMS n° 21302 – TRF – 2ª Região – Rel. Juiz André Fontes – v.u. – DJU 21/05/2002)

Não há, destarte, qualquer razão no total das argumentações do presente recurso administrativo, que deve, desde início, ser repudiado com a improcedência.

Certidão negativa de falências

Cremos que o representante da TCB não leu o que preceitua o artigo 32 da Lei n° 8.666/93, regulador do efeito das cópias autênticas dos documentos. Esta há de ser a linha de suposição das argumentações deste tópico, pois de outra forma teríamos que supor existência de tumultuosa má fé ou estupidez em conhecimento.

As certidões emitidas pelo Poder Público, dada a presunção de veracidade e legalidade dos atos administrativos, são atos de natureza declaratória que gozam de presunção *iuris tantum* de certeza.

A certidão apresentada pela impugnante, em cópia autenticada por tabelião, cumpre o requisito de Lei.

Não é cabível a torta exegese (perdoe-nos Maximiliano) de que a cópia do documento só pode ser autenticada pelo próprio órgão que o emitiu. Aliás, se assim for, não se tratará de cópia, mas sim de translado ou segunda via da própria certidão (original, portanto), mesmo que sob impressão xerográfica.

Autenticação de documento é atividade típica de tabelião. As demais formas de autenticação, mesmo a que ocorre na simples constatação dos originais pela Comissão de Licitação, ao amparo da Lei, são atividades atípicas. Não são atos de material competência dos órgãos que fornecem autenticação, mas mero reflexo do princípio de presunção de veracidade dos atos administrativos.

É por esta razão que a Lei de Licitações, sabiamente, preclara a forma original (certidão), a cópia autenticada por tabelião ou a cópia em conferência dos originais como hábeis a suprir a necessidade de certeza quanto à habilitação dos licitantes.

Tamanha é confusão e sinuosidade do raciocínio da recorrente, que nos permitimos trazer em citação o texto do artigo para maior clareza:

> **Art. 32. Os documentos necessários à habilitação poderão ser apresentados em original, por qualquer processo de cópia autenticada por tabelião de notas ou por funcionário da unidade que realiza a licitação, ou publicação em órgão de imprensa oficial.**

É ridícula e maliciosa a menção de que o único cartório hábil a autenticar uma cópia de certidão judicial é a do próprio distribuidor que a emitiu. Dois pontos a este mister: - O Distribuidor, ao emitir uma certidão, desvincula-se do procedimento administrativo em que poderia confrontar originais e cópias, autenticando estas últimas; e, o Cartório do Distribuidor Judicial é um cartório de ofício (secretarial), sem qualquer prerrogativa de tabelionato (notarial), incapaz de exercer a função que o recorrente reclama.

Trazemos para finalizar a lição jurisprudencial específica:

> **ADMINISTRATIVO. LICITAÇÃO. EXIGÊNCIA DE DOCUMENTAÇÃO ORIGINAL NO EDITAL.**
> **1- O art.32 da Lei 8.666/93 conferiu a licitante a faculdade de serem apresentados os documentos no original ou por cópia autenticada, não podendo por corolário o Edital descumpri-la, tendo em vista que em direito administrativo, vige o Princípio da**
> **Legalidade, permitindo ao administrador agir somente de acordo com a lei.**
> **2 - A vinculação ao instrumento convocatório não vai ao ponto de se exigir providências descabidas, rebarbativas, que em nada influenciam na demonstração de que o concorrente preenche os requisitos para participar da concorrência (requisitos técnicos,**
> **financeiros, etc).**
> **3 - Remessa conhecida e desprovida.**
> **(REO nº 15363 – TRF – 2ª Região – Rel. Juiz Poul Erik Dyrlund – v.u. – DJU 13/11/2001)**

Atendimento ao edital

A impugnante cumpriu fielmente as exigências do edital. Não conseguimos vislumbrar a impossibilidade da Comissão em precisar qual o item disputado por ela na licitação.

Cremos que o recorrente, em sua pouco clara relação, faz menção à relação de itens para apresentação da proposta econômica.Os itens foram

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levados a conhecimento da Comissão antes até da entrega formal. Como havia dúvida interpretativa, consultou-se a própria Comissão se era para anexar ao envelope ou mantê-lo em aparte. Por instrução da própria Comissão, foi feita a declaração da forma lavrada em ata.

Neste aspecto específico, não só a impugnante, como também outras licitantes entenderam que o referido documento era objeto destacado do envelope de habilitação, fazendo sua apresentação perante a comissão, não deixando dúvidas quais itens seriam por ela disputados, tudo como consta em ata.

Neste tópico do recurso, recheado de leviana citação de trechos de grandes mestres do Direito, o recorrente apresenta seu excesso de desespero.

Parece se esquecer que o culto do rito pelo rito, desvinculado do propósito material, já há muito foi abandonado pela Jurisprudência e Doutrina. É velho o assentamento da **inalegabilidade das nulidades formais**.

Resguarda-se, na licitação, não as formas ritualísticas. Resguarda-se a integridade do erário. Só como ilustração, o Direito abandonou a ritualística das formas contratuais em priscas eras do Direito Romano, no período formulário da *actio*.

Mesmo o recente formalismo Kelsiano cedeu ao Direito Quântico, axio-ontognosiológico, de Goffredo da Silva Teles.

A proteção do erário é o escopo primordial da licitação. As normas legais acerca do tema são colocadas em função deste parâmetro. Quando díspares ou formais por si só, esvaziadas de conteúdo, são afastadas pela Doutrina e Jurisprudência.

Assim, quando o mestre Hely Lopes Meireles fala de vinculação ao edital, o faz para censurar o desvio de finalidade e a lesão ao erário. Nunca para cultuar, como virgem imaculada, a forma vazia.

Há, como consta da ata, perfeita identificação dos itens componentes da proposta econômica, tornando inócua a alegação do recorrente.

Certificado de Aeronavegabilidade

Por fim, é de se comentar a questão relativa ao certificado de aeronavegabilidade, tal como recorrido.

Com a prudência que lhe é ordinária, a Comissão percebeu que o certificado de aeronavegabilidade que a empresa impugnante apresentou não se maculava de qualquer ilegalidade.

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O erro no documento apresentado, inicialmente, não é imputável ao impugnante. Como ficou demonstrado e aceito pela Comissão, o Departamento de Aviação Civil emitiu o certificado de aeronavegabilidade para a aeronave PP-BRR **com erro material** relativo ao peso máximo de decolagem.

Este certificado foi emitido em 17/11/2004, sendo que imediatamente a empresa impugnante constatou tal erro e pediu a correção do mesmo junto ao órgão competente, que fez remissão no dia 23/11/04, antes da licitação, tendo sido apresentado documento comprobatório, fazendo juntar a cópia em anexo (doc. 01). O certificado foi corrigido e, por trâmite burocrático e lentidão característica, não chegou às mãos da impugnante, que fez juntar cópia simples para conferência *online*, tal qual permitido pelo edital.

E mais, foram colocadas não só a aeronave impugnada, mas 03 (três) aeronaves, PP-BRR, PP-BRI e PP-BRG, estando duas em sobra.

Queríamos enfatizar que pelo edital, o certificado é válido para atestar a operabilidade da aeronave, sendo que a mesma aeronave já voa no território nacional por mais de 6 anos, com todas as revalidações do certificado.

Ora, não é de considerar as alegações contidas nos itens 18 a 23 do recurso, posto que o correto e certificado pelo DAC, quanto ao peso máximo de decolagem da aeronave, é 148327kg, atendendo aos requisitos do edital.

Assim, como é de tom do recurso, também neste aspecto o intuito não é a salvaguarda de direito, mas causar tumulto desnecessário e ilegal, mediante raciocínio torto e incongruente com a lógica.

Mais uma vez, é salutar ouvir a Jurisprudência a respeito do tema:

> **MANDADO DE SEGURANÇA - ADMINISTRATIVO - LICITAÇÃO - TOMADA DE PREÇO**
> **1- MANDADO DE SEGURANÇA IMPETRADO POR EMPRESA ESPECIALIZADA EM VIGILANCIA OBJETIVANDO A PARTICIPAÇÃO EM TOMADA DE PREÇOS REALIZADA PELA CAIXA ECONOMICA FEDERAL.**
> **2- DIREITO LIQUIDO E CERTO DA IMPETRANTE POR RESTAR PROVADO QUE A CERTIDÃO FORNECIDA PELA POLICIA FEDERAL CONTINHA EQUIVOCO, JA QUE ELA ERA A VITIMA NO INQUERITO CRIMINAL APONTADO.**
> **3 - REMESSA "EX OFFICIO" A QUE SE NEGA PROVIMENTO.**
>
> **(REO – Processo nº 9402028242/RJ – Rel. Juiz Paulo Barata – maioria – DJU 04/05/95).**

Doc: 3675
Fls: 1242
CPMI - CORREIOS
FOS nº 03/2005 - CN

BETA Cargo

Pedido

DENAF 1632

À conta do caráter meramente turbador da ordem e da ausência de fundamentos fáticos e legais, é a presente impugnação para pugnar pela **improcedência** do recurso administrativo impetrado, mantendo a habilitação da licitante **BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA.** pelas razões já elencadas no corpo deste arrazoado.

Em caráter derradeiro, a impugnante deixa ao arbítrio da Comissão a conveniência da comunicação às autoridades competentes da atividade com característica turbadora do recurso em apreço e sua adequação típica ao preceito do artigo 93, da Lei n° 8.666/93, que se pode imputar ao recorrente.

Brasília, 10 de dezembro de 2004.

Irapuan Falcão de Albuquerque
Representante Legal

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

1ª VIA

CERTIFICADO DE AERONAVEGABILIDADE

Airworthiness Certificate

Nº Certificado / Certificate number: 11479

Marcas / Marks	Fabricante / Aircraft Manufacturer	Tipo ICAO / ICAO Type	Cat. de Registro / Reg. Category
PP-BRR	BOEING COMPANY	B707	TPN

Modelo / Model	Ano de Fabricação / Year of Manufacture	Nº de Série / Aircraft serial number
707-323C	1967	20088

Peso Max Decolagem / Max.T.O.Gross.Weigth	Número Max. Passageiros / Maximum passenger capacity	Número Min. Tripulantes / Minimum Crew	Categoria de Homologação / Certification Category
148327	219	03	TRANSPORTE

Operador / Operator: BRAZILIAN EXPRESS TRANSP.AEREOS LTDA

Este Certificado de Aeronavegabilidade é emitido conforme o anexo 8, da Convenção sobre Aviação Civil Internacional, de 7 de dezembro de 1944, e o Código Brasileiro de Aeronáutica, de 19 de dezembro de 1986, para a aeronave acima identificada, a qual é considerada aeronavegável enquanto mantida e operada de acordo com as limitações pertinentes, a menos que previamente suspenso ou cancelado.

This Certificate of Airworthiness is issued pursuant to Annex 8, of the International Civil Aviation Convention of december 7, 1944 and the Brazilian Air Law of december 19, 1986 in respect of the above mentioned aircraft, which is considered to be airworthy while maintained and operated in accordance with the pertinent limitations, unless previously suspended or canceled.

Observações / Remarks: **********

Data expedição: 08/03/2004

Data de validade / Not valid after: 09/10/2004

REGISTRO AERONÁUTICO BRASILEIRO
DR. CELSO [illegible] SORETTI
Chefe do Registro Aeronáutico Brasileiro

SELOS POR VERBA

Naturais da Sede - Guarulhos - SP

☐ Jaime Furlaneti - Of. Titular

☐ [illegible] gnado

☐ [illegible] rso)

Aut[illegible] por cópia reprográfica conforme o [illegible] dou fé

Guarulhos 07 JUL 2004

☐ Bel. [illegible] z Furlaneti

☐ Alfredo A. B. da Silva

☐ Jesus Gomes Ribeiro

☐ Angela Cristina Furlaneti de Azevedo

PREPOSTO SUBSTITUTOS

P/ AUT. R$

Valido somente com o selo de autenticidade

Tabelionato Notarial de Brasil - SP
Francisco Vidal [illegible]
AUTENTICAÇÃO
037AA030920

CORREIOS - 03/2005 - Nº 1243

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DENAC 26.27

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

1ª VIA

CERTIFICADO DE AERONAVEGABILIDADE

Airworthiness Certificate

Nº Certificado / Certificate number: 11479

Marcas / Marks	Fabricante / Aircraft Manufacturer	Tipo ICAO / ICAO Type	Cat. de Registro / Reg. Category
PP-BRR	BOEING COMPANY	B703	TPN

Modelo / Model	Ano de Fabricação / Year of Manufacture	Nº de Série / Aircraft serial number
707-323C	1968	20088

Peso Max Decolagem / Max.T.O.Gross.Weigth	Número Max. Passageiros / Maximum passenger capacity	Número Min. Tripulantes / Minimum Crew	Categoria de Homologação / Certification Category
148327	179	3	TRANSPORTE

Operador / Operator: BRAZILIAN EXPRESS TRANSP.AEREOS LTDA

Este Certificado de Aeronavegabilidade é emitido conforme o anexo 8, da Convenção sobre Aviação Civil Internacional, de 7 de dezembro de 1944, e o Código Brasileiro de Aeronáutica, de 19 de dezembro de 1986, para a aeronave acima identificada, a qual é considerada aeronavegável enquanto mantida e operada de acordo com as limitações pertinentes, a menos que previamente suspenso ou cancelado.

This Certificate of Airworthiness is issued pursuant to Annex 8, of the International Civil Aviation Convention of december 7, 1944 and the Brazilian Air Law of december 19, 1986 in respect of the above mentioned aircraft, which is considered to be airworthy while maintained and operated in accordance with the pertinent limitations, unless previously suspended or canceled.

Observações / Remarks: **********
****

Data expedição: 23/11/2004

Data de validade / Nof valid after: 13/11/2010

REGISTRO AERONÁUTICO BRASILEIRO
Chefe do Registro Aeronáutico Brasileiro
BR /ASSA RAMOS JUNIOR

DEZ. 2004

Autenticação Reprográfica
Selo de Autenticidade

Colégio Notarial do Brasil - SP
AUTENTICA CÓPIA
0105AA179241
Notas Jd. Belval
da Rocha Zacharias
Escrevente

EM BRANCO

REPÚBLICA FEDERATIVA DO BRASIL
DEPARTAMENTO DE AVIAÇÃO CIVIL
REGISTRO AERONÁUTICO BRASILEIRO

1ª VIA

CERTIFICADO DE AERONAVEGABILIDADE

Airworthiness Certificate

Nº Certificado (Certificate number): 11479

Marcas (Marks)	Fabricante (Aircraft Manufacturer)	Tipo ICAO (ICAO Type)	Cat. de Registro (Reg. Category)
PP-BRR	BOEING COMPANY	B703	TPN

Modelo (Model)	Ano de Fabricação (Year of Manufacture)	Nº de Série (Aircraft serial number)
707-323C	1968	20088

Peso Max Decolagem (Max.T.O.Gross.Weigth)	Número Max. Passageiros (Maximum passenger capacity)	Número Min. Tripulantes (Minimum Crew)	Categoria de Homologação (Certification Category)
112266	179	3	TRANSPORTE

Operador (Operator): BRAZILIAN EXPRESS TRANSP.AEREOS LTDA

Este Certificado de Aeronavegabilidade é emitido conforme o anexo 8, da Convenção sobre Aviação Civil Internacional, de 7 de dezembro de 1944, e o Código Brasileiro de Aeronáutica, de 19 de dezembro de 1986, para a aeronave acima identificada, a qual é considerada aeronavegável enquanto mantida e operada de acordo com as limitações pertinentes, a menos que previamente suspenso ou cancelado.

This Certificate of Airworthiness is issued pursuant to Annex 8, of the International Civil Aviation Convention of december 7, 1944 and the Brazilian Air Law of december 19, 1986 in respect of the above mentioned aircraft, which is considered to be airworthy while maintained and operated in accordance with the pertinent limitations, unless previously suspended or canceled.

Observações (Remarks): **********

Data expedição	Data de validade (Not valid after)
17/11/2004	13/11/2010

REGISTRO AERONÁUTICO BRASILEIRO
DE CELSO ANGEL SUHETT
Chefe do Registro Aeronáutico Brasileiro

Colégio Notarial do Brasil - SP
AUTENTICAÇÃO
0371AB593324
19 NOV 2004

3º TABELIONATO DE NOTAS DE GUARULHOS/SP
EM BRANCO

DENAF 1621

ILMO. SENHOR. MAURÍCIO MADUREIRA.

PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO DA ADMINISTRAÇÃO CENTRAL, DA EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS – ECT.

Doc 7 6 5
Fls: 1246
CPMI - CORREIOS
PGS nº 03/2005 - CN

Ref.: Concorrência nº 006/2004/CEL/AC

Recurso Administrativo da VARILOG, solicitando a inabilitação da Skymaster Airlines Ltda.

SKYMASTER AIRLINES LTDA. AIRLINES LTDA., empresa brasileira, em funcionamento, estabelecida e sediada na Avenida. Torquato Tapajós, nº 4080 – Flores – Manaus/AM, CEP 69.048-660, inscrita no CNPJ/MF sob o nº 00.966.339/0001-47, vem, por seu representante legal, devidamente qualificado, nos autos do processo da concorrência, com o respeito e acatamento costumeiros, ante a Vossa Senhoria, fazendo uso de seu direito de petição, apresentar a presente **IMPUGNAÇÃO AO RECURSO ADMINISTRATIVO,** interposto pela empresa **Varig Logística S.A.. – VARILOG,** no dia 07/12/2004, de acordo com o que consta no item 9.7 do Edital da Concorrência nº 006/2004/CEL/AC, e com fundamento no artigo 109, parágrafo 3º da Lei 8.666/93, conforme as motivações de fato e fundamentos de direito, que passa a expor, acrescentando, também, o requerimento para que a contestação suba até a Instância Superior, caso não seja atendida em primeiro grau.

I – DOS FATOS

A VARILOG interpôs Recurso Administrativo contra a habilitação da Skymaster Airlines Ltda., no certame, acima referido, alegando que a mesma apresentou **documentação irregular e tentativa de fraudar o Certame,** pois:

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CPMI - CORREIOS
DOS n° 03/2005 - CN

1) A Skymaster Airlines Ltda. apresentou o contrato de arrendamento da aeronave de prefixo **PT-WUS,** em nome da empresa FORCEFIELD INC, mas o Certificado de Matrícula desta aeronave, emitido pelo RAB (Registro Aeronáutico Brasileiro), traz como proprietário desta aeronave a empresa CITIZEN HOLDINGS LTD;

2) A Skymaster Airlines Ltda. apresentou o contrato de arrendamento da aeronave de prefixo **PT-WSM,** em nome da empresa FORCEFIELD INC, mas o Certificado de Matrícula desta aeronave, emitido pelo RAB (Registro Aeronáutico Brasileiro), traz como proprietário desta aeronave a empresa OMEGA AIR LIMITED;

Ao final, pede a imediata inabilitação da empresa Skymaster Airlines Ltda.

II – DO MÉRITO E DO DIREITO

À luz do direito, da ética, da probidade e da decência, a empresa **VARILOG** deveria ser penalizada com rigor, não só pela ECT, mas por toda a comunidade aeronáutica brasileira, uma vez que, além de tentar fraudar a Concorrência, acima referida, (fatos já devidamente levados a termo, na Ata da 1ª Reunião da Concorrência, e corroborados na sua Ata de Reunião de Julgamento da Habilitação), vem apresentar fundamentos inverídicos e caluniosos com respeito à documentação apresentada pela empresa Skymaster Airlines Ltda.

Documentação esta que se reveste da mais completa legalidade, e não poderia, em hipótese alguma, ser contestada por **acadêmicos de direito** que, ao que parece, desconhecem a essência dos títulos legais emanados pelas Autoridades Aeronáuticas em relação ao tema levantado.

As intenções mentirosas e caluniosas da VARILOG são demonstradas, claramente, em seu próprio pedido, uma vez que transcreve textos do Edital que, ao invés de atestar os seus argumentos, vem, ao contrário, demonstrar que a documentação apresentada pela Skymaster Airlines Ltda. está estritamente de acordo com as normas editalícias. Veja, Ilustre Presidente:

Aspectos referentes aos documentos apresentados

1) O Edital de Concorrência nº 006/2004/CEL/AC, em seu Anexo 4, subitem 1.4, letra "a", é claro quando indica que deverão ser apresentados "*Contrato de Arrendamento Operacional ou outro tipo de contrato de aquisição ou locação* ***que garanta a posse ou a disponibilidade da aeronave (grifo nosso)****, no prazo definido para início das operações (item 11.9 do Edital), com capacidade e especificações que atendam as exigências consignadas, nas Fichas Técnicas das linhas constantes do Anexo 1 deste Edital, bem como durante toda a vigência contratual."*

2) Em seu recurso, no item 9, a VARILOG argumenta que: "Resta clara a irregularidade, afinal, como poderia a empresa arrendar uma aeronave de uma determinada empresa e registrá-la no DAC como sendo de propriedade de outra empresa?"

3) Cumpre esclarecer a Vossa Senhoria que o registro de uma aeronave, no Departamento de Aviação Civil (DAC), é realizado através do Registro Aeronáutico Brasileiro (RAB), que tem o seu fundamento, nos Anexos 7º e 8º da Convenção de Chicago e foi inserido, no Capítulo II, Seção II da lei 7565, de 19 de dezembro de 1986 – Código Brasileiro de Aeronáutica. Com a adoção dos Regulamentos Brasileiros de Homologação Aeronáutica (RBHA), que têm por base as "FAR" (Federal Aviation Regulation), foi atribuído ao RBHA 47 o trato do mesmo.

DENAF 625
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Fls: 1249
POS nº 03/2005 - CN - CPMI - CORREIOS

4) Reportando-se, pois, ao RHBA 47, SUBPARTE A – ATIVIDADES, itens 47-5 – Parágrafos (a), (c), (j), (k) (l) e (m) temos:

47.5 - ATIVIDADES

São atividades do SISRAB, no que se refere a aeronaves:

(a) Fazer registro de aeronave;...

(c) Emitir certificado de matrícula e nacionalidade;...

(j) Promover o cadastramento geral de aeronaves e dos respectivos proprietários ou exploradores;...(grifo nosso).

(k) Reconhecer os direitos reais de gozo e garantia sobre aeronaves ou seus componentes quando se tratar de matéria regulada pelo CBAer; RBHA 47 (grifo nosso).

(l) Reconhecer a aquisição do domínio na transferência de aeronave; (grifo nosso)

(m) Inscrever títulos, instrumentos ou documentos em que se institua, reconheça, transfira, modifique ou extinga o domínio ou os demais direitos reais sobre aeronave; (grifo nosso)

5) Deste modo, pode-se inferir, que o Certificado de matrícula tem como objeto, dentre outros, o de preservar e garantir os direitos entre as partes - comprador e vendedor, e o de proprietário e explorador.

6) Ocorre que, em 26 de fevereiro de 2002, a Skymaster Airlines Ltda., encaminhou ao Exmo. Senhor Major Brigadeiro Venâncio Grossi – então Presidente da Comissão de Coordenação do Transporte Aéreo Civil (COTAC) e Diretor Geral do Departamento de Aviação Civil (DGAC), carta solicitando a autorização de substituição do arrendador da aeronave Boeing 707-324C, número de série 19352 e prefixo PT-WUS, de CITIZEN HOLDING LTDA. para FORCEFIELD LIMITED, documento, este, que foi deferido em 28 de fevereiro de 2002. (Cópia em anexo).

7) Do mesmo modo, em 12 de março de 2002, foi encaminhada a carta referente à aeronave Boeing 707-351C, número de série 19773 e prefixo PT-WSM, documento também deferido em 19 de março de 2002. (Cópia em anexo).

8) Na conclusão dos processos, junto ao Registro Aeronáutico Brasileiro – RAB, para as transferências das titularidades das aeronaves, em epígrafe, os Certificados de Matrícula, respectivos, indicarão como proprietário a Forcefield Limited. Vale ainda salientar que, como "operador", a Skymaster Airlines Ltda. nem sempre tem condições de tornar expeditos tais procedimentos, os quais dependem mais dos proprietários, anteriores e atuais, do que do próprio operador.

9) Desta maneira, as irregularidades apontadas pela VarigLog , na documentação apresentada pela Skymaster Airlines Ltda, quando da Concorrência 006/200/CEL/AC, tornam-se absolutamente vazias, demonstrando a sua clara intenção de tumultuar e prejudicar o certame licitatório da mais alta relevância para as atividades desenvolvidas pela Empresa Brasileira de Correios e Telégrafos.

10) Portanto, os documentos anexados pela Skymaster Airlines Ltda. no certame licitatório – os Certificados de Matrícula e os Certificados de Aeronavegabilidade, atestam claramente que os mesmos atendem as exigências estabelecidas no Edital.

Comprovação dos proprietários e operadores das aeronaves junto às Autoridades Aeronáuticas, Receita Federal e Banco Central do Brasil

11) Para demonstrar, uma vez mais, a inveracidade dos argumentos da VARILOG, apresentamos os documentos, abaixo discriminados, que ratificam quem são os **proprietários atuais** e os **operadores** das respectivas aeronaves, de acordo com os registros, que se encontram nos órgãos oficiais:

a. Oficio nº 061, de 03 de abril de 2002, do Departamento de Aviação Civil – DAC, através da COTAC – Comissão de Coordenação do

DENAF 423
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Fls: 1251
POS nº 03/2005 - CN - CPMI - CORREIOS

Transporte Aéreo Civil, que atesta o cumprimento das formalidades exigidas para a atualização do Certificado de Matrícula da aeronave de prefixo PT-WSM, antes em nome de Omega Air Limited, para o nome dos atuais proprietários – **Forcefield Limited.**

b. Autorizações das Prorrogações de Admissão Temporária das duas aeronaves, emitidas pela Receita Federal, comprovando as suas situações regulares, e evidenciando que o órgão aprovou as mudanças de arrendador das mesmas;

c. Registros de Operações Financeiras – telas do SISCOMEX, atestando que as aeronaves estão legalizadas, junto ao Banco Central, para as remessas de aluguel operacional em nome da empresa Forcefield, em nome de quem está o Contrato de Arrendamento apresentado no certame;

d. Contratos de venda de aeronave (Nota de Venda), celebrado entre Omega Air Limited e Forcefield Limited, e entre Citizen Holdings Inc e Forcefield Limited, que comprovam a transferência de titularidade das aeronaves de uma empresa para a outra, e que os Contratos de leasing entre a Skymaster Airlines Ltda. e a Forcefield são validos e regulares.

III – CONCLUSÃO E PEDIDO

Por tudo o que foi exposto e, considerando que a Skymaster Airlines Ltda apresentou os Contratos de Arrendamentos, os Certificados de Matrícula e os de Aeronavegabilidade, VIGENTES E LEGAIS, atendendo, plenamente, o constante das alíneas "a)", "a.1)", e "a.2)", do item 1.4, do Anexo 4, do Edital, em questão, permitindo que a ECT conheça os proprietários e operadores atuais, requer a recorrente que:

DENAF 142
3675
Fls:
1252
ECT - CORREIOS
ROS nº 03/2005 - CN

1) Seja a presente **IMPUGNAÇÃO** recebida e acolhida, nos termos do parágrafo 3º do artigo 109 da Lei nº 8.666/93;

2) Seja desconsiderado o recurso descabido e impropério, flagrantemente protelatório, interposto pela **VARIG LOGÍSTICA S/A. – VARILOG;**

3) Seja aplicado à VARILOG a **suspensão** temporária de participação em licitação e **impedimento de contratar** com a ECT, pelo período de **2 (dois) anos,** de acordo com o previsto no item 10.2, letra "c" do Edital de Concorrência nº 006/2004/CEL/AC.

4) Seja reconhecida a validade da habilitação da empresa **Skymaster Airlines Ltda** na **Concorrência nº 006/2004/CEL/AC,** apta, portanto, a ter suas propostas de preços analisadas pela Comissão.

Pede e Espera Deferimento.

Brasília, 13 de dezembro de 2004.

SKYMASTER AIRLINES LTDA. AIRLINES LTDA

Luiz Otávio Gonçalves
Representante Legal

Aristóteles da Silva Freire
Coord. Téc. Equipe Administrativa/DENAF
Mat. 8.006.240-9
14/12/04

DENAF 262/00

Skymaster Airlines Ltda.

3675

Fls: 1253

CPMI - CORREIO

PQS nº 03/2005 - CN

Rio de Janeiro, 26 de fevereiro de 2002

DEFERIDO

Em, 28/02/2002

Maj. - Brig. do Ar VENANCIO GROSSI
Presidente da COTAC

Brig.-do-Ar RENILSON RIBEIRO PEREIRA
Chefe do STE

Ao
Exmo. Sr.
Major Brigadeiro do Ar **Venâncio Grossi**
DD. Presidente da Comissão de Coordenação do
Transporte Aéreo Civil - COTAC
Departamento de Aviação Civil (DAC)
Rio de Janeiro - RJ

1241/38

Ref.: Processo COTAC nº 07-01/9~~1063/99~~

Senhor Brigadeiro:

SKYMASTER AIRLINES LTDA, estabelecida na cidade de Manaus - AM, inscrita no CNPJ/MF sob o nº 00.966.339/0001-47, por seu procurador infra-assinado, vem solicitar a V. Exa. autorização para a substituição do arrendador, que no pedido inicial, do processo acima referenciado de CITIZEN HOLDINGS LTDA., para **FORCEFIELD LIMITED**, correspondente a aeronave abaixo descrita:

BOEING 707-324C – número de série 19352, prefixo brasileiro: **PT-WUS**.

Certos de podermos contar com a habitual atenção de V. Exa., aproveitamos o ensejo para reiterar nossos votos de respeito e consideração.

Atenciosamente,

Paulo Roberto Santos
Procurador

5º Tabelionato de Manaus
Av. Carvalho Leal, 1323 - Cachoeirinha - Manaus-Am
Miguel Vital - TABELIÃO
13 DEZ. 2004
Certifico que a presente foto-cópia confere com o Dou fé
ANTONIO J. O. VITAL - SUBTABELIÃO

PROTOCOLO
COTAC - Comissão de Coordenação do Transporte Aéreo Civil / RJ
Recebido em. 26/02/02

Rod. Santos Dumont, KM 66 – Aeroporto Internacional de Viracopos, Campinas – SP. Cep: 13.051 – 970
Tel: (19) 3725 5861 / 3265 5361 Fax : (19) 3265 5537 E-mail: skymastermnt@dglnet.com.br
"PRESERVE A AMAZÔNIA"

DENAF 662

3675
Fls: 1254
CPMI - CORREIOS
POS nº 03/2005 - CN

Skymaster Airlines Ltda.

Rio de Janeiro, 26 de fevereiro de 2002

DEFERIDO
Em, 28/02/2002
Maj. - Brig. do Ar VENANCIO GROSSI
Presidente da COTAC
Brig. - do - Ar RENILSON RIBEIRO PEREIRA
Chefe do STE

Ao
Exmo. Sr.
Major Brigadeiro do Ar **Venâncio Grossi**
DD. Presidente da Comissão de Coordenação do
Transporte Aéreo Civil - COTAC
Departamento de Aviação Civil (DAC)
Rio de Janeiro - RJ

1241/38

Ref.: Processo COTAC nº 07-01/~~9106299~~

Senhor Brigadeiro:

SKYMASTER AIRLINES LTDA, estabelecida na cidade de Manaus - AM, inscrita no CNPJ/MF sob o nº 00.966.339/0001-47, por seu procurador infra-assinado, vem solicitar a V. Exa. autorização para a substituição do arrendador, que no pedido inicial, do processo acima referenciado de CITIZEN HOLDINGS LTDA., para **FORCEFIELD LIMITED**, correspondente a aeronave abaixo descrita:

BOEING 707-324C – número de série 19352, prefixo brasileiro: **PT-WUS**.

Certos de podermos contar com a habitual atenção de V. Exa., aproveitamos o ensejo para reiterar nossos votos de respeito e consideração.

Atenciosamente,

Paulo Roberto Santos
Procurador

5º Tabelionato de Manaus
Av. Carvalho Leal, 1323 - Cachoeirinha - Manaus-Am
Miguel Vital - TABELIÃO
13 DEZ. 2004
Certifico que a presente foto-cópia confere com o original.
ANTONIO J. C. VITAL - SUBTABELIÃO

CÓPIA VÁLIDA SOMENTE PARA O REGISTRO AERONÁUTICO BRASILEIRO E COM O CARIMBO ORIGINAL.
Em, 20/8/04.
EDISON MORI
Coordenador da COTAC

PROTOCOLO
Comissão de Coordenação do Transporte Aéreo Civil / RJ
Recebido em. 26/02/02

Rod. Santos Dumont, KM 66 – Aeroporto Internacional de Viracopos, Campinas – SP. Cep: 13.051 – 970
Tel: (19) 3725 5861 / 3265 5361 Fax : (19) 3265 5537 E-mail: skymastermnt@dglnet.com.br
"PRESERVE A AMAZÔNIA"

DENAC 2619

Skymaster Airlines Ltda.

3675

Fls: 1255

Carta nº 041/SKM-RJ/02

Rio de Janeiro, 12 de Março de 2002

DEFERIDO
Em, 19/03/02
Maj. - Brig. do Ar VENANCIO GROSSI
Presidente da COTAC

Ao
Exmo. Sr.
Major Brigadeiro do Ar **Venâncio Grossi**
DD. Presidente da Comissão de Coordenação do
Transporte Aéreo Civil - COTAC
Departamento de Aviação Civil (DAC)
Rio de Janeiro - RJ

Ref.: Processo COTAC nº 07-01/01024/97

Senhor Brigadeiro:

SKYMASTER AIRLINES LTDA, estabelecida na cidade de Manaus - AM inscrita no CNPJ/MF sob o nº 00.966.339/0001-47, por seu procurador infra-assinado, vem solicitar a V. Exa. autorização para a substituição do arrendador, que no pedido inicial, do processo acima referenciado de **OMEGA AIR.**, para **FORCEFIELD LIMITED**, correspondente a aeronave abaixo descrita:

BOEING 707-351C – número de série 19773, prefixo brasileiro: **PT-WSM**.

Informamos ainda, que tal processo consta como 10 anos no prazo total de arrendamento.

Certos de podermos contar com a habitual atenção de V. Exa., aproveitamos o ensejo para reiterar nossos votos de respeito e consideração.

Atenciosamente,

Paulo Roberto Santos
Procurador

5º Tabelionato de Manaus
Av. Carvalho Leal, 1323 - Cachoeirinha - Manaus-Am
Miguel Vital - TABELIÃO
13 DEZ. 2004
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ANTONIO O. VITAL - SUBTABELIÃO

Rod. Santos Dumont, KM 66 – Aeroporto Internacional de Viracopos, Campinas – SP. Cep: 13.051 – 970
Tel: (19) 3725 5861 / 3266 5361 Fax: (19) 3266 5537 E-mail: skymastermnt@dglnet.com.br

"PRESERVE A AMAZÔNIA"

DENAF

Skymaster Airlines Ltda.

Carta nº 041/SKM-RJ/02

Rio de Janeiro, 12 de Março de 2002

DEFERIDO
Em, 19/03/02
Maj. - Brig. do Ar VENANCIO GROSSI
Presidente da COTAC

Cópia do STF
CÓPIA VÁLIDA SOMENTE PARA O REGISTRO AERONÁUTICO BRASILEIRO E COM O CARIMBO ORIGINAL.
Em, 20 / 8 / 04.
EDISON
Coordenador da COTAC

Ao
Exmo. Sr.
Major Brigadeiro do Ar **Venâncio Grossi**
DD. Presidente da Comissão de Coordenação do
Transporte Aéreo Civil - COTAC
Departamento de Aviação Civil (DAC)
Rio de Janeiro - RJ

Ref.: Processo COTAC nº 07-01/01024/97

Senhor Brigadeiro:

SKYMASTER AIRLINES LTDA, estabelecida na cidade de Manaus - AM, inscrita no CNPJ/MF sob o nº 00.966 339/0001-47, por seu procurador infra-assinado, vem solicitar a V Exa. autorização para a substituição do arrendador, que no pedido inicial, do processo acima referenciado de **OMEGA AIR.**, para **FORCEFIELD LIMITED**, correspondente a aeronave abaixo descrita:

BOEING 707-351C – número de série 19773, prefixo brasileiro: **PT-WSM**

Informamos ainda, que tal processo consta como 10 anos no prazo total de arrendamento.

Certos de podermos contar com a habitual atenção de V. Exa., aproveitamos o ensejo para reiterar nossos votos de respeito e consideração.

Atenciosamente,

Paulo Roberto Santos
Procurador

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POS nº 03/2005 - CN

ALFÂNDEGA NO PORTO DE MANAUS
RECEPÇÃO
SFANA
05 ABR. 2002

SERVIÇO PÚBLICO FEDERAL
DEPARTAMENTO DE AVIAÇÃO CIVIL
Comissão de Coordenação do Transporte Aéreo Civil - COTAC

Of. nº 051 / COTAC / 434

Rio de Janeiro, 03 ABR. 2002

Ilmo. Senhor,

Com referência ao Processo nº 07-01/01024/97, comunico a V.Sa. que esta Comissão, em despacho datado de 19 de março de 2002, não se opôs a alteração do arrendador da aeronave Boeing 707-351C, S/N 19773, matrícula PT-WSM, de "Omega Air" para "Forcefield Limited", pelo prazo de dez anos, mantendo-se inalteradas as demais condições anteriores.

Atenciosamente,

5º Tabelionato de Manaus
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EDISON MORI
Coordenador da COTAC

PROTOCOLO COMAER
REFERENTE
07-01/1024/97

À empresa
SKYMASTER AIRLINES LTDA.
Rod Santos Dumont, KM 66 – Aeroporto Internacional de Viracopos
CEP 13051-970 – Campinas - SP

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SPMI - CORREIOS
DAS / 03/2005 - CM

DENAF 2416

S.R.F. 120 SEANA

MINISTÉRIO DA FAZENDA
SECRETARIA DA RECEITA FEDERAL
ALFÂNDEGA DO PORTO DE MANAUS (AM) - 2ª RF
SERVIÇO DE CONTROLE ADUANEIRO - SEANA

PROCESSO Nº	:	**10283.001358/2002-54**
INTERESSADO	:	**SKYMASTER AIRLINES LTDA.**
ASSUNTO	:	ADMISSÃO TEMPORÁRIA - PRORROGAÇÃO
INFORMAÇÃO N.º	:	**272/2002**

Trata o presente processo de pedido apresentado tempestivamente pela SKIMASTER AIRLINES LTDA., em data de 26.02.02, conforme expediente de fls.01/02, no qual requer prorrogação do Regime Especial de Admissão Temporária para à aeronave Boeing 707.351-C, número de série 19773, prefixo PTWSM.

O regime foi concedido inicialmente através da Declaração de Importação n.º 97/0319875-9 (fls.03/05), com base nas disposições legais da Instrução Normativa 136, de 08 de outubro de 1987 e **vigorou até 28/02/2002** (fls.06/08).

Fundamentando o pleito invoca a Instrução Normativa 150, de 20 de dezembro de 1999, informando ao mesmo tempo que :

"esta aeronave foi importada sob forma de arrendamento operacional simples, sem opção de compra, da empresa OMEGA AIR LINE LIMITED;" e

-ainda que ***"a referida aeronave foi, recentemente vendida, no exterior, a outra empresa denominada FORCEFIELD LTD, a qual tem interesse em continuar o arrendamento para mais (120) cento e vinte meses;"***

Para instrução dos autos, apresentou, entre outros os seguintes documentos :

1) Declaração da empresa FORCEFIELD LIMITED quanto à submissão do bem à legislação vigente do Regime de Admissão Temporária (fls.36);
2) Contrato de Arrendamento de Aeronave (fls.37/53);
3) Oficio n.º **061/COTAC/434**, de 3 de abril de 2002 (fls.54);

Saliente-se que o Of. nº 061/COTAC/434 (fls.54), de 03.04.2002, menciona que a Comissão **não se opôs à alteração do arrendador da aeronave** de "Omega Air", para Forcefiel Limited, pelo prazo de 10 (dez) anos.

Posteriormente foram juntados os seguintes documentos :

a) ROF – Registro de Operações Financeiras (57/64);
b) Certificado de Incumbência (fls.65/66);
c) Tradução Oficial, Juramentada e Certificada do Contrato de Venda de Aeronave (Nota de Venda da OMEGA/FORCEFIELD); (fls.67/68)
d) Tradução Oficial, Juramentada e Certificada do Contrato de Arrendamento de Aeronave (fls. 70/90); e
e) Cópia do Contrato Original (fls.91/111);
f) 02 (duas) vias do RPR (fls.112/113);
g) 02 (duas) vias do TR (fls.114/115); e
h) Cartão de Credenciamento (116).

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Nos termos do artigo 3º da IN-SRF 150/99, o regime se aplica a bens importados em caráter temporário; sem cobertura cambial; adequados à finalidade para a qual foram importados; utilizáveis em conformidade com o prazo de permanência e finalidade constantes do ato concessivo.

O pedido do interessado encontra amparo nas disposições contidas no artigo 7º da Instrução Normativa SRF 150/99, transcrito a seguir :

" art. 7º - Poderão ser submetidos ao regime de admissão temporária, com pagamento dos impostos federais incidentes na importação proporcionalmente ao tempo de permanência no País, os bens destinados à prestação de serviços ou à produção de outros bens. "

Por sua vez, a cobrança do pagamento dos tributos federais incidentes na importação, proporcionalmente ao tempo de permanência do bem no País, nos termos da legislação pertinente, para o caso em análise resulta numa abstração fiscal, tendo em vista que os aparelhos classificados na NCN 88.02.40.90 são tributados com alíquota "zero" para o Imposto de Importação-II e Imposto s/Produtos Industrializados-IPI, servindo o TR apenas para controle do prazo.

Por outro lado, vimos que à **aeronave encontra-se vinculada a Contrato de Arrendamento** (37/56), **pelo prazo de 120** (cento e vinte) **meses**, enquadrando-se na condição prevista no art. 11, § 1º, Inciso II, da IN-SRF 150/99 :

" Art. 11 – Compete ao chefe da unidade local da SRF, responsável pelo despacho aduaneiro, a concessão do regime de admissão temporária e a fixação do prazo de permanência dos bens no País, bem assim a sua prorrogação.

§ 1º - O prazo de permanência será fixado :

I .....

II – **pelo prazo contratado de arrendamento operacional**, de aluguel, de empréstimo ou de prestação de serviços, prorrogável na mesma medida deste.

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O Regulamento Aduaneiro por sua vez, limita o prazo de prorrogação do regime de admissão temporária, ao máximo de 05 (cinco) anos, conforme estabelecido pelo artigo 250, do Decreto 91.030/85, de 05 de março de 1985, transcrito a seguir :

Art. 250 – O prazo de suspensão das obrigações fiscais pela aplicação dos regimes aduaneiros especiais **será de até um ano,** podendo ser **prorrogado, a juízo da autoridade aduaneira, por período não superior, no total, a cinco anos,** ressalvado o disposto nos parágrafos deste artigo (Decreto-Lei n.º 37, de 18 de novembro de 1966, art. 71, alterado pelo Decreto –Lei n.º 2.472, de 1º de setembro de 1988, art. 1º). (grifos nossos).

Ressalte-se que o limite máximo de 05(cinco) anos para prorrogação do regime de admissão temporária, estabelecido pelo art. 250, do Decreto 91.030/85, não se aplica à hipótese de importação temporária vinculada a contrato de arrendamento operacional, pois com a edição do Decreto n.º 2.889, de 21 de dezembro de 1998, tal restrição deixou de existir, **prevalecendo** o disposto no § 2º, do art. 11 da IN SRF nº 150/99, no qual o chefe da unidade local é competente para apreciar os pedidos de prorrogação sem restrição de prazo, quando este estiver vinculado a contrato de arrendamento operacional, de aluguel, de empréstimo, etc. e , este for prorrogado,

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CPMI - CORREIOS
03/2005

DENAF 2614

conforme definido na Informação COANA/COOPE/DIOPE/Nº 770, de 14.12.2000.

Ademais, pelo fato de ter sido firmado novo Contrato de Arrendamento com à atual proprietária da aeronave, bem como não ocorreu mudança na finalidade para qual a mesma foi importada, o exame do caso deve ser realizado sob a ótica de prorrogação do regime, não carecendo nessa situação da exigência de saída física e posterior retorno do bem ao território nacional, nos termos do Inciso IV, § 10, do art. 16, da IN-150,99, com as alterações introduzidas pela Instrução Normativa SRF n.º 133, de 07 de fevereiro de 2.002.

Entretanto, considerando que o Contrato de Arrendamento atual estabelece uma vinculação de longo prazo, **entendemos não ser adequado a extensão do regime por um longo período**, pela **necessidade de controle dos bens submetidos ao regime e,** por conta do prazo de prescrição de documentos fiscais, mudança na legislação, de procedimentos, etc.

Daí, é razoável o estabelecimento de prazos por períodos determinados, de forma que a **cada período intermediário** o contribuinte apresente **novo Requerimento de Prorrogação do Regime** ou documento equivalente **e novo Termo de Responsabilidade,** para continuidade do regime, até que se complete período veiculado no Contrato, **no total de 120 (cento e vinte) meses,** mantendo-se assim o controle do bem e do regime especial.

Assim sendo, embora o direito esteja assegurado, pelo prazo do Contrato, opinamos pelo deferimento do pleito, **pelo prazo de 30 (trinta) meses**, intermediários e **sucessivos, até que se complete o período final de 120** (cento e vinte) **meses,** usando-se da prerrogativa estabelecida no caput do art. 11, da IN-SRF 150/99.

" Art. 11 – Compete ao chefe da unidade local da SRF, responsável pelo despacho aduaneiro, a concessão do regime de admissão temporária e a fixação do prazo de permanência dos bens no País, bem assim a sua prorrogação".

À consideração superior.

MF – SRRF – 2aRF
ALFÂNDEGA NO PORTO DE MANAUS
EM: 17/05/2002
Francisca da Silva
AFRF Mat.27.090

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De acordo.

Acolho a informação fiscal, para com base na delegação de competência conferida pela Portaria N.º 273, de 23 de novembro de 2001, da Sra. Inspetora da Alfândega do Porto de Manaus :

PRORROGAR o Regime Especial de Admissão Temporária, para a aeronave Boeing 707-351-C, número de série 19773, prefixo PT - WSM, ingressado no País através da **D.I. 97/0319875-9, pelo prazo de 30 (trinta) meses,** na forma disciplinada pelo caput do artigo 11, da IN-SRF 150/99, contados a partir da data de assinatura do contrato, com prazo intermediário, fixado até **19.08.2004.**

1. **Ao Setor de Apoio do SEANA,** para ciência ao interessado com entrega de cópia do RPR (fls.113) e apensando a este processo a **DI 97/0319875-9,** dada a correlação existente.

DENAF 1613

Continuação da Informação SEANA N.º 272/2002

2. **À Carteira de Registro e Controle de TR**, para registrar o novo Termo de Responsabilidade e controlar o prazo, procedendo na ocasião a entrega da 2a. via do **TR** (fls.115) ao beneficiário do regime, nos termos do § 1º, Inciso II, do artigo 19, da IN-SRF 150/99.

MF - SRRF – 2ªRF
ALFÂNDEGA DA RECEITA FEDERAL
NO PORTO DE MANAUS
EM: 17/08/2002
Ivelizes Pinheiro Orlando
AFRF Mat. 000522-7
Chefe do SEANA

Ciente em 25, digo
21/05/02

Em cumprimento ao despacho retro, apensei a Di de nº 97/0319875-9 ao presente processo de nº 10283.001358/2002-54.

M.F. - S.R.R.F. - 2ª R.F.
ALFÂNDEGA DO PORTO DE MANAUS
Em 20 / 05 / de 2002
3.203.252-0

Em tempo

Apensada a D.I. Nº 97/0319875-9 de 23/04/97 numerada de 01 a 124.

Marinilza do Carmo Leite
Recepcionista - SEANA ALF/MNS
CPF 472.872.202-72

19/08/2002

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DENAF 2612

Skymaster Airlines Ltda

EXMO INSPETOR DA RECEITA FEDERAL
AEROPORTO INTERNACIONAL EDUARDO GOMES
DR. JOSÉ MARIA PICANÇO

Assunto : Requerimento - Prorrogação de Admissão Temporária
Processo : 10283.013214/99-11

A empresa SKYMASTER AIR LINES Ltda , sita à Av. Torquato Tapajós, 6464 – Bairro Flores / Manaus , inscrita no CNPJ 00.966.339/0001-47, vem por meio desta expor o seguinte :

1- A requerente realizou a importação de uma aeronave Boeing 707-324C , numero de serie 19352 e motores JT3D-3B , s/n 670667, 667879, 645030 e 644502 , em Regime de Admissão Temporária através da DI 00/0019205-2 de 10/01/2000;

2- Esta aeronave foi importada sob forma de arrendamento operacional simples , sem opção de compra, da empresa CITIZEN HOLDINGS LTD ;

3- A referida aeronave foi , recentemente vendida a outra empresa denominada FORCEFIELD LTD à qual tem interesse em continuar o arrendamento , aumentando o prazo de contrato para mais (47) quarenta e sete meses ;

ALFANDEGA NO AIRP-AM 21 DEZ 2000

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Matriz: Estrada Torquato Tapajós, 6464 - Flores - Manaus - AM - CEP: 69048-660 - Fone: (0**92) 651-1900 - Fax: (0**92) 651-1540
Operações: Rodovia Santos Dumont, KM 66 - Aeroporto Internacional de Viracopos - Campinas - SP - CEP: 13051-970
Fones: (0**19) 725-5862 / 5863 / 5864 / 5866 - Fax: (0**19) 725-5865
Av. Condessa Elizabeth de Robiano, 2200 B - Penha - São Paulo - SP - CEP: 03704-000
Fone: (0**11) 6642-3790 - Fax: (0**11) 6641-4511
E@mail skymaster@internext.com.br / skymastermnt@dglnet.com.br

PRESERVE A AMAZÔNIA

DENAT 26/11/06

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Doc: 3675

Fls: 1263

POS nº 03/2005 - CPMI - CORREIOS

Skymaster Airlines Ltda

4- A SKYMASTER AIR LINES tem interesse em continuar o arrendamento com o atual proprietário da aeronave.

Desta forma, vem informar a mudança do ARRENDADOR e requerer a V. S ª se digne conceder-lhe a prorrogação do Regime de Admissão Temporária pelo mesmo prazo do contrato de arrendamento, conforme previsto na IN 150/99 .

Documentos em anexo:
DI da aeronave ;
Parecer concessório da Admissão Temporária ;
Contrato de arrendamento traduzido e juramentado ;
TR - Termo de Responsabilidade ;
RPR - Requerimento de Prorrogação da Admissão Temporária.

N. Termos
P. Deferimento

Manaus, 14 de dezembro de 2000.

Onofre Francisco de Almeida Lana

5º Tabelionato de Manaus
Av. Carvalho Leal, 1323 - Cachoeirinha - Manaus-Am
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Matriz: Estrada Torquato Tapajós, 6464 - Flores - Manaus - AM - CEP: 69048-660 - Fone: (0**92) 651-1900 - Fax: (0**92) 651-1310
Operações: Rodovia Santos Dumont, KM 66 - Aeroporto Internacional de Viracopos - Campinas - SP - CEP: 13051-970
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E@mail skymaster@internext.com.br / skymastermnt@dglnet.com.br

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ROS nº 03/2005 - CN
CPMI - CORREIOS

DENA

MINISTÉRIO DA FAZENDA
SECRETARIA DA RECEITA FEDERAL - SRRF/2ª RF
ALFÂNDEGA NO AEROPORTO INTERNACIONAL "EDUARDO GOMES"
SEÇÃO DE DESPACHO ADUANEIRO - SADAD
MANAUS - AM

INTERESSADO: [illegible] (CNPJ 00.000.192/0512)
ASSUNTO: SKYMASTER AIR LINES LTDA
INFORM. SADAD: ADMISSÃO TEMPORÁRIA
INFORM. SADAD: 0026/2001

1. Trata-se o presente processo de regime especial de Admissão Temporária, pelo prazo do contrato de arrendamento operacional que expirou em 29 de dezembro de 2000, conforme disposto no inciso II § 1°, art. 11, da IN SRF 150/99, conforme informação SAANA 0018/2000 e despacho decisório, às fls. 59/60.

2. Tempestivamente, a empresa em epígrafe, através do seu representante legal, solicita prorrogação do prazo de permanência do bem admitido temporariamente, por mais 47 (quarenta e sete) meses, conforme prazo do contrato de arrendamento, documentação anexa.

3. O art. 11, da IN SRF 150, de 20.12.1999, versa o seguinte:

"Art . 11 – Compete ao chefe da unidade local da SRF, responsável pelo despacho aduaneiro, a concessão do regime de admissão temporária e a fixação do prazo de permanência dos bens no País, bem assim a sua prorrogação. (grifo nosso)

§ 1° - O prazo de permanência será fixado:

I –.....; ou

II – pelo prazo contratado de arrendamento operacional, de aluguel, de empréstimo ou de prestação de serviços, prorrogável na mesma medida deste."

4. Para tanto, a requerente anexou **"Requerimento de Prorrogação do Regime de Admissão Temporária – RPR e Termo de Responsabilidade - TR"**, previstos no art. 12, Parágrafo único, do diploma legal, citado no item 3 acima (fls. 117/118).

5. Diante da análise dos documentos apresentados com o pedido e à luz da legislação pertinente vigente, constata-se que à interessada cumpriu com as exigências, para o deferimento da prorrogação pleiteada.

6. CONCEDO a prorrogação do prazo de vigência do regime especial de Admissão Temporária, por mais 47 (quarenta e sete) meses, conforme contrato de arrendamento de aeronave, no seu artigo 1 (data de vigência e prazo do arrendamento), às fls. 74 a 116, com base na delegação de competência prevista na Portaria 105, de 15.12.2000, da ALF/AIEG/MNS.

7. Ao SAART/ALF/AIEG/MNS, para registro e acompanhamento do novo prazo, e demais providências cabíveis.

...F. S.R.R.F.-2ª R.F.
LF/AIEG-AM
ARIA DAS GRAÇAS F. PINTO
AFRF - Mat. 22.719
Substituto Eventual - SADAD

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12 JAN 2001

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CÓPIA

DENAF 1609

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FLS 1265

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POS nº 03/2005 - CN -

Skymaster Airlines Ltda

À
Secretaria da receita Federal
Alfândega do Aeroporto Internacional Eduardo Gomes
SADAD - Seção de Despacho Aduaneiro
A/c.: Sra. Lourdes Nakamura

ASSUNTO: PRORROGAÇÃO DO PRAZO ADMISSÃO TEMPORÁRIA

SKYMASTER AIRLINES LTDA , empresa de transportes aéreo, com sede nesta cidade, na Av. Torquato Tapajós , 4080 – Flores , inscrita no CNPJ sob o nº 00.966.339/0001-47, devidamente qualificada nos autos do processo vem solicitar de Va. Sª. ***PRORROGAÇÃO*** da Admissão da AERONAVE BOEING 707-324C, Ano de fabricação 1967, S/N 19352, Equipada com motores Pratt & Whitney JT3D-3B com Hush Kit Nºs. **645540, 645030, 668305 e 645417**. Vinculada a Declaração de Importação nº 04/0883481-6 de 03/09/2004.

Em anexo:
Requerimento de Prorrogação do Regime de Admissão Temporária
Termo de Responsabilidade
Cópia do RG e CPF, Procurador da Empresa
Cópia do Aditivo de Contrato de Arrendamento de Aeronave
Certidões Negativas
Cópia da Procuração

Nestes Termos,
Pede Deferimento

ALFÂNDEGA DO AERO-I
24 NOV 2004
SILVIA FERREIRA FERNANDES
ITN - Mat. 10115

Manaus, 23 de Novembro de 2004

Regilany da Silva Brandão
CPF: 637.051.682-15
RG. 2D/00.407

5º Tabelionato de Manaus
Av. Carvalho Leal, 1323 - Cachoeirinha - Manaus-Am
Miguel Vital - TABELIÃO
13 DEZ. 2004
Certifico que a presente é cópia-copia confere com o original. Dou fé
ANTONIO J. O. VITAL - SUBTABELIÃO

Filial: Aeroporto Inter. de Guarulhos - Term. de Cargas - Edifício TECA - Sala 6.05 - Cumbica - Guarulhos – SP - Tel. (11) 6445.5660 / 6445.5150
Filial: Rod. Santos Dumont, KM 66 – Aerop. Inte. de Viracopos – Campinas - SP – CEP: 13051-970 Tel. (19) 3265-2910 – Fax (19) 3725-5864
Matriz: Estrada Torquato Tapajós, 4080 - Manaus - AM - Brasil - CEP 69.048-660 - Tel.: (92) 652-4000 -Fax: (92) 651-1310

DENAF 260

Receita Federal

1266

REQUERIMENTO DE PRORROGAÇÃO DO REGIME DE ADMISSÃO TEMPORÁRIA

(Arts. 10 e 11 da IN SRF Nº 285, de 14/01/2003)

1 . RCR - Nº DO PROCESSO

2 . NÚMERO DA DSI

DI 00/0019205-2

3 . INDENTIFICAÇÃO DO INTERESSADO

INTERESSADO	SKYMASTER AIRLINES LTDA	CNPJ / DOCUMENTO DE IDENTIFICAÇÃO	011.096.918-90
ENDEREÇO	AV. TORQUATO TAPAJÓS, Nº 4080 - FLORES		

4 . INSTRUÇÃO DO PEDIDO

[X] 1. Contrato de arrendamento operacional, de aluguel ou de empréstimo

[ ] 2. Contrato de prestação de serviços

5 . RELAÇÃO DE BENS

NCM	ESPECIFICAÇÃO	QUANTIDADE	VALOR
8802.40.90	AERONAVE BOEING 707-324C ANO DE FAB. 1967 S/N 19352, EQUIP. MOTORES PRATT E WHITNEY JT 3D-3B COM HUSH KIT Nº'S . 645540,645030,668305 E 645417. PREFIXO PT - WUS	01	1.500.000,00
		TOTAL →	1.500.000,00

6 . ASSINATURA DO INTERESSADO

DATA	LOCAL	ASSINATURA
22/11/04	MANAUS, AM	JOAO MARCOS POZZETTI

5º Tabelionato de Manaus
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Miguel Vital - TABELIÃO
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7 . DESPACHO DA AUTORIDADE ADUANEIRA

[ ] Defiro.
Prazo: _____ meses

[ ] Indefiro.
Justificativa: _____

DATA	MATRÍCULA	ASSINATURA

Aprovado pela IN/SRF/Nº 285, de 14/01/2003.

1ª via - Unidade da SRF

Receita Federal

DENAF 1601

TERMO DE RESPONSABILIDADE

1. FINALIDADE - ADMISSÃO TEMPORÁRIA - IN SRF Nº 285, de 14/01/2003

☐ RCR (nº do processo _____)
Período: ___/___/___ a ___/___/___

☒ Prorrogação (Data 29 / 12 / 2010)
Período: 29 / 11 / 2004 a 29 / 12 / 2010

2. IDENTIFICAÇÃO DO BENEFICIÁRIO DO REGIME

NOME/RAZÃO SOCIAL	CPF/CNPJ
SKYMASTER AIRLINES LTDA	00.966.339/0001-47
ENDEREÇO: AV. TORQUATO TAPAJÓS, Nº 4080 - FLORES	

3. IDENTIFICAÇÃO DO(S) PROCURADOR(ES) (quando for o caso)

NOME	CPF
JOÃO MARCOS POZZETTI	011.096.918-90
ENDEREÇO:	
NOME:	CPF:
ENDEREÇO:	

4. MODALIDADE DA GARANTIA (quando exigível)

☐ 1. Depósito em dinheiro — Nome do banco: _____
Agência nº: _____ Data: ___/___/___

☐ 2. Caução de títulos da dívida pública federal — Nome do título e nºs: _____

☐ 3. Seguro aduaneiro — Nome da seguradora: _____
Nº da apólice: _____

☐ 4. Fiança idônea — Nome: _____ CNPJ/CPF: _____
Endereço: _____

5. COMPOSIÇÃO DO VALOR DO TERMO DE RESPONSABILIDADE

VALOR FOB (US$)	VALOR CIF (US$)	
1.500.000,00	1.500.000,00	
IMPOSTO DE IMPORTAÇÃO (R$)	IPI (R$)	TOTAL DOS IMPOSTOS (R$)
3% - 45.000,00	0,00	45.000,00

6. DECLARAÇÃO DO BENEFICIÁRIO

Declaro assumir inteira responsabilidade pelo integral cumprimento das obrigações constantes do presente termo, comprometendo-me a recolher aos cofres públicos, no prazo regulamentar, o valor total dos tributos acima indicados.

Assinatura do beneficiário ou procurador

7. DECLARAÇÃO DO GARANTIDOR (no caso de fiança idônea)

Para garantia do débito, o garantidor se obriga, como devedor solidário e principal pagador, ao recolhimento das quantias acima indicadas, renunciando desde já ao benefício de ordem de que trata o artigo 827 da Lei nº 10.406/2002 (Código Civil), bem assim ao de se desobrigar da fiança no caso de concessão de moratória ao afiançado.

Assinatura do garantidor

5º Tabelionato de Manaus
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Miguel Vital - TABELIÃO
13 DEZ. 2004
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Aprovado pela IN/SRF/Nº 285, de 14/01/2003.

1ª via - Unidade da SRF
2ª via - Interessado

DENAF 16/06

SISBACEN 85006-6065/427161446 S I S C O M E X 03/05/2002 19:5
TRANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA MCEX57
---------- PCEX577A - CARACTERISTICAS GERAIS ----------
NUMERO DA OPERACAO: TA177333 DE: 03/05/200

1. MODALIDADE DA OPERACAO: 7118 PRORROGACAO ARREND S CONCLUID
2. MOEDA DE REGISTRO.....: 220 DOLAR DOS EUA
3. VALOR DA OPERACAO.....: 9600000.00 CERT. AVERBACAO:
4. JUROS (S/N) .....: N CA/AP/CR ORIGEM:
5. ENCARGOS (S/N).....: S
6. TITULARES:

a) CADEMP	b) TIPO	c) VLR PARTICIPACAO	d) DETALHA
2694	101 DEV SETOR PRIVADO		_
SKYMASTER AIR LINES LTDA			
518048	203 ARRENDADOR		_
FORCEFIELD LTD.			
518048	203 ARRENDADOR		_
FORCEFIELD LTD.			
			_

_____ ___ Opcao:'X' em 'd'-mostra t ula

ENTRA=SEGUE F9=TRANSACAO F6=MENU F12=ENCERRA F3=RETORN

5º Tabelionato de Manaus
Av. Carvalho Leal,1323 - Cachoeirinha - Manaus-Am
Miguel Vital - TABELIÃO
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Doc. 3675
Fls.
CPMI 1268

DENAF 1661

SISBACEN 85006-6065/427161446 S I S C O M E X 03/05/2002 19:
TRANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA MCEX57
---------- PCEX577B - CARACTERISTICAS DO PRINCIPAL ----------
NUMERO DA OPERACAO: TA177333 DE: 030520(
CONCLUI(

07.OBJETO DO FINANCIAMENTO
a) BENS.....: b) TECNOLOGIA/SERV.:
c) SEGURO CREDITO: d) INGRESSO MOEDA..:
e) ALUGUEL BASICO: 9600000.00
08. VLR. ANTECIPADO.....:
a) DT.PAGAMENTO.: b) CONDICAO:
09.VLR. A VISTA..:
a) DT.PAGAMENTO.: b) CONDICAO:
10. VLR. FINANCIADO:
a) NUM.PARCELAS: 120 (vezes) b) PERIODICIDADE.: 1 (meses)
c) CARENCIA....: 1 (meses) d) PRAZO.....: 120 (meses)
e) INIC.CONTAGEM: (ddmmaaaa) f) CONDICAO: 10143 PRORROGACAO ALUGUEL
g) VLR.PARCELA....: 80000.00
h) MULTIPLICADOR..: , i) BASE....:
11.VLR.RESIDUAL....: 12.MEIO DE PAGAMENTO....: 2 MOED
(Informe 'SIM' para expandir o esquema de pagamento de principal ___)

ENTRA=SEGUE F9=TRANSACAO F6=MENU F12=ENCERRA F3=RETORN

Doc: 3675
Fls: 1269
CPMI - CORREIOS
DOU de 03/2005 - DN

5º Tabelionato de Manaus
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DENAF 2604

SISBACEN 85006-6065/427161446 S I S C O M E X 03/05/2002 10:
TRANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA MCEX57
---------- PCEX577D - CARACTERISTICAS DE ENCARGOS ----------
NUMERO DA OPERACAO: TA177333 DE: 03/05/200
CONCLUID

S.A.F 59

23.ENCARGO.....: 1
24.COD.ENCARGO.....: 1030 RESERVA DE MANUTENCA
25.VLR FIXO.....: 350.00
26.PERCENTUAL.....:
27.BASE.....: -
28.CONDICAO DE PAGAMENTO: 3 MEDIANTE APRESENTACAO DE FATURAS
29.DATA DE PAGAMENTO....: (DDMMAAAA)
30.PERIODICIDADE.....:
31.NUM.PARCELAS.....:
32.DETALHAMENTO DA FORMA DE CALCULO:
U$ 350.00 POR HORA BLOCO - RESERVA DE MANUTENÇÃO

ENTRA=SEGUE F9=TRANSACAO F6=MENU F12=ENCERRA F3=RETORN

Doc: 3675
Fls: 1270
DSC Nº 03/2005 - CPMI - CORREIO

5º Tabelionato de Manaus
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DENAF 1607

SISBACEN 85006-6065/427161446 S I S C O M E X 03/05/2002 19
TRANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA MCEX57
---------- PCEX577H - REGISTRO DE DADOS COMPLEMENTARES ------
NUMERO DA OPERACAO : TA177333 DE: 03/05/2
CONCLU

CARACTERIZACAO DO BEM

43.TIPO DE BEM.....: 1470 AERONAVES

44.CARACTERIZACAO DO BEM:
AERQNAVE BOEING 707-351C S/N 19773 PREFIXO PT-WSM

45.VIDA UTIL BEM: 40 (anos)

46.DEPOSITO DE GARANTIA:
a) VALOR: b) MOEDA:
c) REMUNERACAO:
FIXA....: ,
VARIAVEL: SPREAD: ,

.NTRA=SEGUE F6=MENU F3=RETOR
F9=TRANSACAO F12=ENCER

5º Tabelionato de Manaus
Av. Carvalho Leal, 1323 - Cachoeirinha - Manaus-Am
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Doc 3675
Fls: 1271
CORREIOS

DENAF 2602

SISBACEN 85006-6065/427161446 S I S C O M E X 03/05/2002 19:
TRANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA MCEX57
---------- PCEX577J - REGISTRO DE DADOS COMPLEMENTARES ----------
NUMERO DA OPERACAO: TA177333 DE: 03/05/20(
CONCLUI

54.INFORMACOES COMPLEMENTARES:
PRORROGAÇÃO DE ARRENDAMENTO OPERACIONAL SIMPLES
SEM OPÇÃO DE COMPRA.

61

55.DADOS DE IMPOSTO DE RENDA:
a)RESPONSABILIDADE..: 4 (1=CREDOR, 2=DEVEDOR, 3=AMBOS, 4=ISENTO)

56.DADOS DO RESPONSAVEL PELA OPERACAO - PELO DEVEDOR
NOME.: TÂNIA COELI X. P. LANA CPF..: 428882986(
CARGO: ASS: COM. EXTERIOR TELEFONE:(092) 642243
E-MAIL:

TRA=SEGUE F6=MENU F3=RETORN
F9=TRANSACAO F12=ENCERR

Doc: 3675 Fls: 1272 CPMI - CORREIOS POS

5º Tabelionato de Manaus
Av. Carvalho Leal,1323 - Cachoeirinha - Manaus-Am
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DENAF 2601

SISBACEN 85006-6065/427161446 S I S C O M 03/05/2002 19:5
TRANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA MCEX577
---------- PCEX577X - REGISTRO DE OPERACAO FINANCEIRA ----------
OPERACAO: TA177333 DE: 03/05/200
CONCLUID

TIPO DE EVENTOS

Doc: 3675

4001 MANIFESTACAO CREDOR/INVESTIDOR-FATURA

Fls: 1273

CPMI - CORREIOS
03/2005 - CN

MARQUE SUA OPCAO COM 'X' PARA DETALHAR

ENTRA=SEGUE F6=MENU F9=TRANSACAO F12=ENCERRA F3=RETORN

5º Tabelionato de Manaus
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DENAF

SISBACEN 85006-6065/427161446 S I S C O M E X 03/05/2002 19:5
TRANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA NCEX577
CONSULTA DE OPERACAO FINANCEIRA
NUMERO DA OPERACAO: TA177333 DE: 03/05/200

EVENTOS NECESSARIOS PARA A CONCLUSAO DO REGISTRO:

SITUACAO:

4001 . MANIFESTACAO CREDOR/INVESTIDOR-FATURA INCLUIDO

Doc: 3675
Fls: 1274
CPMI - CORREIOS
POS nº 03/2005 - CN

ENTRA=SEGUE F6=MENU F9=TRANSACAO F12=ENCERRA

5º Tabelionato de Manaus
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DEN[illegible]

SISBACEN 85006-6065/427161446 S I S C O M E X 03/05/2002 19:
TRANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA NCEX57
CONSULTA DE OPERACAO FINANCEIRA
NUMERO DA OPERACAO: TA177333 DE: 03/05/200

EVENTOS NECESSARIOS PARA GERACAO DE ESQUEMA DEFINITIVO:

		SITUACAO:
7001	CONTRATO/FATURA/DOC FORMAL	NAO INCL.
6244	PRORROG ARREND SIMPLES/ALUG/AFR-VALOR	NAO INCL.
6143	PRORROGACAO-DATA	NAO INCL.

3675 — 1275

ENTRA=SEGUE F3=RETORNA F6=MENU F9=TRANSACAO F12=ENCERR

5º Tabelionato de Manaus
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Doc: 3675 Fls:
CPMI - CORREIOS

DENAF 2578

M :INTERTRADE FAX NO. :92 2341237 Jun. 26 2001 09:44AM P1

SBACEN 85006-6065/427161446 S I S C O M E X 26/06/2001 10:41
ANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA MCEX577A
---------- PCEX577A - CARACTERISTICAS GERAIS ----------
NUMERO DA OPERACAO: TA105515 DE: 15/01/2001

MODALIDADE DA OPERACAO: 7118 PRORROGACAO ARREND S APROV P/ESQUEM
MOEDA DE REGISTRO.....: 220 DOLAR DOS EUA
VALOR DA OPERACAO.....: 3760000.00 CERT. AVERBACAO: -
JUROS (S/N) .....: N CA/AP/CR ORIGEM:
ENCARGOS (S/N).....: N
TITULARES:

CADEMP	b) TIPO	c) VLR PARTICIPACAO	d) DETALHAR
694	101 DEV SETOR PRIVADO		-
SKYMASTER AIR LINES LTDA			
18048	203 ARRENDADOR		-
FORCEFIELD LTD.			
			-
			-

Opcao:'X' em 'd'-mostra titular

RA=SEGUE F9=TRANSACAO F6=MENU F12=ENCERRA F3=RETORNA

Tabelionato de Manaus
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Doc: 3675
Fls: 1277
CPMI - CORREIOS
POS 03/2005 - CN

DENAB 1277

ISBACEN 85006-6065/427161446 S I S C O M E X 26/06/2001 10:42
RANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA MCEX577B
---------- PCEX577B - CARACTERISTICAS DO PRINCIPAL ----------
NUMERO DA OPERACAO: TA105515 DE: 15012001
APROV P/ESQUEM

7.OBJETO DO FINANCIAMENTO
a) BENS.....: b) TECNOLOGIA/SERV.:
c) SEGURO CREDITO: d) INGRESSO MOEDA..:
e) ALUGUEL BASICO: 3760000.00
3. VLR. ANTECIPADO.....:
a) DT.PAGAMENTO.: b) CONDICAO:
9.VLR. A VISTA..:
a) DT.PAGAMENTO.: b) CONDICAO:
). VLR. FINANCIADO:
a) NUM.PARCELAS: 47 (vezes) b) PERIODICIDADE.: 1 (meses)
c) CARENCIA....: 1 (meses) d) PRAZO.....: 47 (meses)
e) DIC.CONTAGEM: (ddmmaaaa) f) CONDICAO: 10143 PRORROGACAO ALUGUEL
i) VLR.PARCELA....: 80000.00
MULTIPLICADOR..: , i) BASE....:
..VLR.RESIDUAL....: 12.MEIO DE PAGAMENTO....: 2 MOEDA
(Informe 'SIM' para expandir o esquema de pagamento de principal ___)

TRA=SEGUE F9=TRANSACAO F6=MENU F12=ENCERRA F3=RETORNA

5º Tabelionato de Manaus
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Doc: 3675
Fls: 1278
CPMI - CORREIOS

DENAF 2092

:INTERTRADE FAX NO. :52 2341237 Jun. 26 2001 09:45AM P3

BACEN 85006-6065/427161446 S I S C O M E X 26/06/2001 10:42
NSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA MCEX577H
---------- PCEX577H - REGISTRO DE DADOS COMPLEMENTARES ----------
NUMERO DA OPERACAO : TA105515 DE: 15/01/2001
APROV P/ESQUEM

CARACTERIZACAO DO BEM

TIPO DE BEM...:..: 1470 AERONAVES

CARACTERIZACAO DO BEM:
AERONAVE BOEING 707-324C , ANO DE FABRICAÇAO 1967, NUMERO DE SERI
E 19352, MOTORES PW JT3D 670667, 667879, 645030, 644502

VIDA UTIL BEM: 35 (anos)

DEPOSITO DE GARANTIA:
a) ALOR: 100000.00 b) MOEDA: 220 DOLAR DOS EUA
c) REMUNERACAO:
FIXA....: 1 ,
VARIAVEL: SPREAD: ,

RA=SEGUE F6=MENU F3=RETORNA
TRANSACAO F12=ENCERRA

5º Tabelionato de Manaus
Av. Carvalho Leal,1323 - Cachoeirinha - Manaus-Am
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DENAF 259

Doc: 3675
Fls: 1279

FROM : INTERTRADE FAX NO. : 92 2341237 Jun. 26 2001 09:45AM P4

SISBACEN 85006-6065/427161446 S I S C O M E X 26/06/2001 10:47
TRANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA MCEX577J
---------- PCEX577J - REGISTRO DE DADOS COMPLEMENTARES ----------
NUMERO DA OPERACAO: TA105515 DE: 15/01/2001
APROV P/ESQUEM

54.INFORMACOES COMPLEMENTARES:
RE-ESCALONAMENTO DE DIVIDA DE ARRENDAMENTO OPERACIONAL SIMPLES PELA PRORROGAÇAO DO CONTRATO PARA MAIS 47 (QUARENTA E SETE)MESES REFERENTE AO ROF TA057347 . DOCUMENTAÇAO PROTOCOLADA NO BANCO CENTRAL.

55.DADOS DE IMPOSTO DE RENDA:
a)RESPONSABILIDADE..: 4 (1=CREDOR, 2=DEVEDOR, 3=AMBOS, 4=ISENTO)

56 DADOS DO RESPONSAVEL PELA OPERACAO - PELO DEVEDOR
NOME..: TANIA COELI XAVIER PINHEIRO LANA CPF..: 42888298600
CARGO: ASSESSORIA EM COMERCIO EXTERIOR TELEFONE:(092) 6422433

ENTRA=SEGUE F6=MENU F3=RETORNA
F9=TRANSACAO F12=ENCERRA

5º Tabelionato de Manaus
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Doc: 3675 Fls: 1280

SISBACEN 85006-6065/427161446 S I S C O M 26/06/2001 10:48
TRANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA MCEX577R
---------- PCEX577X - REGISTRO DE OPERACAO FINANCEIRA ----------
OPERACAO: TA105515 DE: 15/01/2001
APROV P/ESQUEM

TIPO DE EVENTOS

_	4001	MANIFESTACAO CREDOR/INVESTIDOR-FATURA
_	7001	CONTRATO/FATURA/DOC FORMAL
_	6244	PRORROG ARREND SIMPLES/ALUG/AFR-VALOR
_	6143	PRORROGACAO-DATA
_	3337	CANCELAMENTO ESQUEMA PAGAMENTO

DENAF 597

MARQUE SUA OPCAO COM 'X' PARA DETALHAR

ENTRA=SEGUE F6=MENU F9=TRANSACAO F12=ENCERRA F3=RETORNA

5º Tabelionato de Manaus
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Miguel Vital - TABELIÃO
13 DEZ. 2004
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SISBACEN 85006-6065/427161446 S I S C O M E X 26/06/2001 10:48
TRANSACAO PCEX370 REGISTRO DE OPERACAO FINANCEIRA NCEX577X
CONSULTA DE OPERACAO FINANCEIRA
NUMERO DA OPERACAO: TA105515 DE: 15/01/2001

EVENTOS NECESSARIOS PARA A CONCLUSAO DO REGISTRO:

DENAF 2193

4001 MANIFESTACAO CREDOR/INVESTIDOR-FATURA SITUACAO: INCLUIDO

F6=MENU F9=TRANSACAO F12=ENCERRA

5º Tabelionato de Manaus
Av. Carvalho Leal, 1323 - Cachoeirinha - Manaus-Am
Miguel Vital - TABELIÃO
13 DEZ. 2004
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Minerva Makarem
TRADUTORA E INTÉRPRETE COMERCIAL PÚBLICA E JURAMENTADA
Matriculada na JUCEA sob os nºs 004/80, 004/82 e 015/82 - CIC nº 005177802/59
Telefone: (092) 651-1910 - TeleFax: (092) 651-3216 - Caixa Postal: 1639
e-mail: minervamakarem@hotmail.com

MINERVA MAKAREM TRADUTORA E INTERPRETE PÚBLICA JURAMENTADA FONES 651-1910 651-3216

DENAF 2592

Data : 09.12.04 **Livro nº: I.BBBB.** **Fl. nº: 71.**

Eu, MINERVA MAKAREM Tradutora Pública e Juramentada, CERTIFICO para todos os feitos legais e de direitos que traduzi do **idioma INGLÊS para PORTUGUÊS** o documento que para esse fim me foi apresentado.

TRADUÇÃO DE : NOTA DE VENDA de PROPRIEDADES da Citizen Holding Ltd., datada de 16 de dezembro de 1999, referente a venda de uma **AERONAVE "Boing 707-324C, Série nº: 19352,** cuja tradução literal é como segue :

13 DEZ 2004

Certifico que a presente foto-cópia confere com o original Documental que fé

ANTONIO J.O. VITAL - SUBTABELIÃO

NOTA DE VENDA

Para e em consideração da soma no valor de **US$ 10,00** (dez dólares americanos) e outra boa e valiosa consideração, o recibo na qual está suficientemente reconhecida pela **Citizen Holdings Ltd.,** uma corporação de Bahamian (doravante denominada como **"VENDEDORA"),** proprietária do título benéfico, legal e pleno da Aeronave seguinte :

— **Aeronave Marca e Modelo : Boeing 707-324C**
Número de Série de Aeronave : 19352
Motores : 4 (quatro) Motores modelo: JT3D-3B Pratt & Whitney
Números de Série dos Motores nºs: 670667; 667879, 645030 e 644502, com modificação deste por adição de kits de atenuação acústicas.

(Coletivamente a Aeronave), por meio desta, vende, transfere a concessão, e concede toda os seus direitos, título e interesses em e para a Aeronave e intitula todos os direitos do **VENDEDOR pela** manutenção e registros de operações por conta da **Forcefield Ltd.,** uma corporação regida pelas leis das Ilhas Virgens Britânicas, **(doravante denominada como "COMPRADORA"),** e para os seus sucessores e cessionários, ter e para segurar a aeronave para sempre. A aeronave, e todas as **PARTES** deste, são vendidas

Minerva Makarem
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e-mail: minervamakarem@hotmail.com

DENAF 2591

"no estado tal como : como é, onde esteja" e a descrição da Aeronave estipulada neste é para o propósito exclusivo de identificação e não faz parte da base de barganha.

O **VENDEDOR** por meio deste, outorga e contrata como proprietário e possuidor da Aeronave, livre e clara de qualquer reivindicação de interesses adversos de segurança, garantia de dificuldades, acusação ou qualquer outro título de direito ou interesse e entrega da Aeronave ao **COMPRADOR,** que esta **NOTA DE VENDA** é válida e efetiva para transferir e transfere a título como quitação plena da Aeronave ao **COMPRADOR** de todas tais e quaisquer reivindicações, garantias, interesses de dificuldades ou segurança de qualquer tipo.

A GARANTIA ESTIPULADA NO PARÁGRAFO PRECEDENTE É EXCLUSIVA E, EM VEZ DE TODAS AS OUTRAS GARANTIAS DA **VENDEDORA,** QUANDO POR ESCRITO, ORAL OU INCLUÍDO, E A **VENDEDORA** NÃO DEVE, EM VISTA DE TER VENDIDO A AERONAVE COM ISTO, SER JULGADA, POR TER FEITO QUALQUER REPRESENTAÇÃO OU GARANTIA COM A NEGOCIAÇÃO, APTIDÃO PARA UM PROPÓSITO PARTICULAR, PROJETO OU CONDIÇÃO DE, OU SOBRE A QUALIDADE DO MATERIAL OU ACABAMENTO NA AERONAVE.

EM TESTEMUNHO DO QUAL, nós firmamos o presente aos ....., dias do mês de dezembro **(12)** do ano de mil novecentos e noventa e nove **(1999).**

ASSINADA POR : **(a)** Ilegível de **Sr. Lucien Schoder,** Representante devidamente autorizado pela empresa **Citizen Holdings Ltd., VENDEDOR.**

A seguir consta a legalização notarial tal como a segue:

ESTADO DA FLÓRIDA
CONDADO DE MIAMI-DADE

5º Tabelionato de Manaus
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Miguel Vital - TABELIÃO
13 DEZ. 2004
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Minerva Makarem
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DENAF 1520
Doc 3675
Fls 1284
CPMI - CORREIOS
03/2005

Cont. : 72. **Livro nº: I.BBBB.** **Fl. nº: 73.**

PERANTE MIM, a autoridade infra-assinado, compareceu pessoalmente, o **Sr. Lucien Schroeder,** quem é pessoalmente conhecido por mim, e quem afirmou ter executado o instrumento precedente.

JURADO E SUBSCRITO perante mim, aos dezesseis **(16)** dias do mês de dezembro **(12)** do ano de mil novecentos e noventa e nove **(1999).**

ASSINADO POR : (a) ilegível da **Sra. Bárbara A. Reuten, Tabeliã Pública** do Estado de Flórida, EUA.

Logotipo da Tabeliã, Bárbara A. Teuten
Registro nº: CC 856607 — Válido em 05.09.2003
Autorizada pela Atlantic Bonding Co,., Inc.

CERTIFICO : que era tudo o que havia no documento por mim traduzido. **— Dou fé. — Manaus, em 9 de dezembro de 2004.**

Minerva Makarem
TRADUTORA PUBLICA
JURAMENTADA

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Doc: 3675
Fls: 1285
CPMI - CORREIOS
POS nº 03/2005

DENAF 2589

BILL OF SALE

For and in consideration of the sum of Ten Dollars (US$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Citizen Holdings Ltd., a Bahamian corporation, (hereinafter referred to as "Seller"), owner of the full legal beneficial title of the following Aircraft:

Aircraft Make and Model:	Boeing 707-324C
Aircraft Serial Number:	19352
Engines:	4 (four) Pratt & Whitney Engine JT3D-3B
Engine Serial Numbers:	670667, 667879, 645030 and 644502, with modifications thereto by addition of acoustic attenuation kits

(Collectively the "Aircraft"), does hereby sell, grant transfer, deliver all of its rights, title and interest in and to the Aircraft and all Seller's entitlement to maintenance and operations records unto Forcefield Ltd., a company incorporated under the laws of the British Virgin Islands, (hereinafter referred to as "Buyer"), and to its successors and assigns, to have and to hold the Aircraft forever. The Aircraft, and all parts thereof, are sold "as is, where is" and the description of the Aircraft herein set forth is for the sole purpose of identification and is not part of the basis of the bargain.

Seller hereby warrants and covenants that it is owner and holder of the Aircraft, free and clear of any adverse claim, security interest, encumbrances, lien, charge or any other right, title or interest of others. Seller further warrants that it has good title to and has full power and lawful authority to sell, grant, transfer and deliver the Aircraft to Buyer, that this Bill of Sale is valid and effective to transfer and does transfer good title to the Aircraft to Buyer free and clear of all such claims, liens, encumbrances or security interest of any kind.

THE WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED, AND SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE AIRCRAFT HEREWITH, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE AIRCRAFT.

IN WITNESS WHEREOF, we have set our hands this ___ day of December, 1999.

Seller:

Citizen Holdings Ltd.

By: Lucien Schroder
Title: Duly Authorized Representative

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REPÚBLICA FEDERATIVA DO BRASIL
MANAUS AMAZONAS
Tradutora Pública

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared, Lucien Schroeder, who is personally known to me and who did state that he executed the foregoing instrument.

SWORN TO AND SUBSCRIBED before me this 16th day of December, 1999.

Barbara A. Teuten
Commission # CC 856607
Expires Sep. 5, 2003
Bonded thru
Atlantic Bonding Co., Inc.

Type or Print Name
NOTARY PUBLIC

My Commission expires:

DENAF 0887

REPÚBLICA FEDERATIVA DO BRASIL
ESTADO DO AMAZONAS
OFÍCIO DE TRADUTOR PÚBLICO OFICIAL
E INTÉRPRETE COMERCIAL JURAMENTADO

JOSÉ UBIRAJARA PRADO DE NEGREIROS - MATRÍCULA JUCEA N.º 002 / 1972
ESCRITÓRIO : RUA A - 9, N.º: 68, CONJUNTO AJURICABA
TELEFAX : (092) 654 - 3858
MANAUS - AMAZONAS - BRASIL

JOSÉ UBIRAJARA PRADO DE NEGREIROS TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL JURAMENTADO MAT. JUCEA Nº 002/1972 CPF Nº 025.621.972-91

Fls: 3675 1286 CPMI - CORREIOS

5º Tabelionato de Manaus Av. Carvalho Leal, 1323 - Cachoeirinha - Manaus-Am Miguel Vital - TABELIÃO

06 DEZ. 2004

Certifico que a presente foto-cópia confere com o Dou fé

ANTONIO J. O. VITAL - SUBTABELIÃO

CERTIFICO E DOU FÉ PÚBLICA QUE TRADUZÍ DO IDIOMA **INGLÊS** PARA O **PORTUGUÊS** O SEGUINTE DOCUMENTO , ANEXO , QUE PARA ESSE FIM ME FOI APRESENTADO POR : **SKYMASTER AIRLINES LTDA.**

TRADUÇÃO OFICIAL, JURAMENTADA E CERTIFICADA: INGLÊS / PORTUGUÊS

DOCUMENTO : **CONTRATO DE VENDA DE AERONAVE.**
NOTA DE VENDA.

Pela e em consideração da quantia de US$ 10,00 (Dez Dólares dos Estados Unidos da América), e outra boa e valiosa consideração, cujo recebimento e suficiência da qual fica aqui confirmada, a Empresa **OMEGA AIR LIMITED**, uma Companhia incorporada sob as Leis da Isle of Man, (doravante referida como "Vendedor"), proprietária do título legal e usufrutuário integrais da seguinte Aeronave: -01- (Uma) Aeronave Boeing 707, com Númro de Série: 19773, com Prefixo Atual de Registro de Aeronave: **PT-WSM**, e de suas –06- (Seis) Turbinas Pratt & Whitney JT3D-3B, com os números de série: 642827, 668806, 668344, 644780, 644818 e 668322, e suas partes, peças, instrumentos e componentes anexos (coletivamente referidos como "a Aeronave"), por este instrumento vende, outorga, transfere e entrega todos os seus direitos, título e interesse na e para a referida Aeronave e todas as intitulações do Vendedor sobre os registros de manutenção e de operações, para a Empresa **FORCEFIELD LIMITED**, uma Companhia incorporada sob as Leis das Ilhas Virgens Britânicas (doravante referida como "Comprador") e para seus sucessores e cessionários, para que possuam, tenham e mantenham a Aeronave para sempre. A Aeronave e todas as partes da mesma, são vendidas "como estão, onde estão" , e a descrição da Aeronave aqui indicada é para o propósito único de identificação e não é parte da base da barganha.

O Vendedor aqui garante e pactua que ele é o proprietário e o detentor da Aeronave, livre e desembaraçada de qualquer reclamação adversa, interesse de garantia, gravame, ônus, encargo, ou qualquer outro direito, título ou interesse de terceiros (Gravames), exceto de quaisquer Gravames criados ou causados a serem criados pela Empresa **Skymaster** ou por suas Companhias filiadas ou por quaisuqer outras Companhias não filiadas à Empresa **Omega**. O Vendedor, ademais, garante que ele possui bom título e tem pleno poder e autoridade legal para vender, outorgar, transferir e entregar a Aeronave ao Comprador; que esta Nota de Venda é válida e eficaz para transferir, como de fato ora transfere, o bom título sobre a Aeronave ao Comprador, livre e isenta de todas tais reclamações adversas, interesses de garantia, gravames,

(CONTINUA NA PÁGINA 2).

JOSÉ UBIRAJARA PRADO DE NEGREIROS
TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL JURAMENTADO
MATRÍCULA JUCEA Nº 002/1972

DENAF 2887

REPÚBLICA FEDERATIVA DO BRASIL
ESTADO DO AMAZONAS

OFÍCIO DE TRADUTOR PÚBLICO OFICIAL
E INTÉRPRETE COMERCIAL JURAMENTADO
JOSÉ UBIRAJARA PRADO DE NEGREIROS - MATRÍCULA JUCEA N.º 002 / 1972
ESCRITÓRIO : RUA A - 9, N.º: 68, CONJUNTO AJURICABA
TELEFAX : (092) 654 - 3858
MANAUS - AMAZONAS - BRASIL

ônus, encargos ou de qualquer outro direito, título ou interesse de terceiros, de qualquer espécie, exceto de quaisquer Gravames criados ou causados a serem criados pela Empresa **Skymaster** ou por suas Companhias filiadas ou por quaisquer outras Companhias não filiadas à **Omega**.

A GARANTIA DADA NO PARÁGRAFO PRECEDENTE É EXCLUSIVA E EM LUGAR DE TODAS AS OUTRAS GARANTIAS DO VENDEDOR, SEJAM ESCRITAS, VERBAIS OU IMPLÍCITAS, E O VENDEDOR NÃO SERÁ, EM VIRTUDE DE HAVER VENDIDO A AERONAVE OBJETO DESTE INSTRUMENTO, CONSIDERADA COMO TENDO FEITO QUALQUER DECLARAÇÃO OU DADO GARANTIA QUANTO À COMERCIABILIDADE, ADEQUAÇÃO PARA UMA FINALIDADE PARTICULAR, DESIGN OU CONDIÇÃO , OU QUANTO À QUALIDADE DO MATERIAL OU DA MÃO-DE-OBRA NA AERONAVE.

EM TESTEMUNHO DO QUAL, nós apusemos nossas mãos, aos 22 dias do mês de Novembro do ano de 2001.

5º Tabelionato de Manaus
Av. Carvalho Leal, 1323 - Cachoeirinha - Manaus-Am
Miguel Vital - TABELIÃO
06 DEZ. 2004
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ANTONIO J. O. VITAL - SUBTABELIÃO

- Assinatura do Vendedor : (Assinado) : a) Gerry McGrath
OMEGA AIR LIMITED.
Assinado por : Gerry McGrath.
Título : Representante Devidamente Autorizado

RECONHECIMENTO DE FIRMA E AUTENTICAÇÃO NOTARIAL :

Assinado perante mim, no dia 22 de Novembro de 2001.
Assinatura: a) MICHAEL V. WARD,
Tabelião-Público, cujo Selo de Ofício está aqui afixado.
(SELO NOTARIAL DE AUTENTICAÇÃO).

(CONTINUA NA PÁGINA 3) .

JOSÉ UBIRAJARA PRADO DE NEGREIROS
TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL JURAMENTADO
MATRÍCULA JUCEA Nº 002/1972

DENAF 2586

JOSÉ UBIRAJARA PRADO DE NEGREIROS TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL JURAMENTADO MANAUS CPF Nº 025.621.972-91

REPÚBLICA FEDERATIVA DO BRASIL
ESTADO DO AMAZONAS
OFÍCIO DE TRADUTOR PÚBLICO OFICIAL
E INTÉRPRETE COMERCIAL JURAMENTADO

JOSÉ UBIRAJARA PRADO DE NEGREIROS - MATRÍCULA JUCEA N.º 002 / 1972
ESCRITÓRIO : RUA A - 9, N.º: 68, CONJUNTO AJURICABA
TELEFAX : (092) 654 - 3858
MANAUS - AMAZONAS - BRASIL

Doc: 3673
Fls: 1288
CPMI - CORREIOS
F 25 | 03/2005 | CN

CERTIDÃO :

EU, INFRA-ASSINADO, JOSÉ UBIRAJARA PRADO DE NEGREIROS, TRADUTOR PÚBLICO OFICIAL JURAMENTADO DO ESTADO DO AMAZONAS, CERTIFICO, PARA TODOS OS FINS E EFEITOS LEGAIS, QUE A PRESENTE TRADUÇÃO OFICIAL PARA O IDIOMA PORTUGUÊS, DO DOCUMENTO ORIGINAL EXPEDIDO NO IDIOMA INGLÊS, É AUTÊNTICA, FIEL, CORRETA E VERDADEIRA :

5º Tabelionato de Manaus
Av. Carvalho Leal,1323 - Cachoeirinha - Manaus-Am
Miguel Vital - TABELIÃO
06 DEZ. 2004
Certifico que a presente foto-copia confere com o original Dou fé
ANTONIO J. O. VITAL - SUBTABELIÃO

DOU FÉ PÚBLICA :

JOSÉ UBIRAJARA PRADO DE NEGREIROS
TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL JURAMENTADO
MATRÍCULA JUCEA Nº 002/1972

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CORREIOS

DENAR

AIRCRAFT SALE AGREEMENT
BILL OF SALE

For and in consideration of the sum of Ten Dollars (US$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **OMEGA AIR LIMITED**, a company incorporated under the laws of the Isle of Man, (hereinafter referred to as "Seller"), owner of the full legal and beneficial title of the following Aircraft: one Boeing 707 Serial Number 19773, Current Aircraft Registration Number PT-WSM and its 6 (six) Pratt & Whitney JT3D-3B Engines, serial numbers 642827, 668806, 668344, 644780, 644818 and 668322, and attached parts, instruments and components (collectively the "Aircraft"), does hereby sell, grant, transfer and deliver all of its rights, title and interest in and to the Aircraft and all Seller's entitlement to maintenance and operations records unto **FORCEFIELD LIMITED**, a company incorporated under the laws of the British Virgin Islands, (hereinafter referred to as "Buyer"), and to its successors and assigns, to have and to hold the Aircraft forever. The Aircraft, and all parts thereof, are sold "as is, where is" and the description of the Aircraft herein set forth is for the sole purpose of identification and is not part of the basis of the bargain.

Seller hereby warrants and covenants that it is owner and holder of the Aircraft, free and clear of any adverse claim, security interest, encumbrance, lien, charge or any other right, title or interest of others (Encumbrances) except for any Encumbrances created or caused to be created by Skymaster or its affiliated companies or any other companies not affiliated with Omega. Seller further warrants that it has good title to and has full power and lawful authority to sell, grant, transfer and deliver the Aircraft to Buyer, that this Bill of Sale is valid and effective to transfer and does transfer good title to the Aircraft to Buyer free and clear of all such adverse claims, security interests, encumbrances, liens, charges or any other right, title or interest of others of any kind except for any Encumbrances created or caused to be created by Skymaster or its affiliated companies or any other companies not affiliated with Omega.

THE WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED, AND SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE AIRCRAFT HEREWITH, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE AIRCRAFT.

IN WITNESS WHEREOF, we have set our hands this ___ day of _____, 200__.

Seller:

OMEGA AIR LIMITED
By: Gerry McGrath
Title: Duly Authorized Representative

1º Tabelionato de Manaus
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Miguel Vital - TABELIÃO
06 DEZ. 2004
Certifico que a presente foto-cópia confere com o original
ANTONIO J. O. VITAL

Before me this 22nd November 2004

CORREIOS

DENAF 1584

Protocolo

De: COMISSÃO ESPECIAL DE LICITAÇÃO - CEL/PRT/PR - 134/2004

Ao: CHEFE DO DEJUR

CI / CEL/PRT/PR - 134/2004 - 004/2004

Ref.: Concorrência 006/2004 - CEL/AC

Assunto: Impugnaões a Recursos administrativos contra o julgamento de habilitação da Concorrência 006/2004 - CEL/AC

Brasília, 17 de dezembro de 2004.

Em complementação à CI/CEL/PRT/PR – 134/2004 – 003/2004, encaminhamos a V.Sª os pedidos de impugnação aos Recursos Administrativos apresentados a esta Comissão pelas seguintes empresas: BETA – Brazilian Express Transportes Aéreos Ltda, Skymaster Airlines Ltda, TAF Linhas Aéreas S/A, Total Linhas Aéreas S/A e Varig Logística S/A.

Aproveitamos o ensejo para encaminhar, também, o Acórdão nº 2.106/2004 do Tribunal de Contas da União, bem como o Voto do Excelentíssimo Ministro-Relator e o Relatório da 1ª SECEX, que versam sobre Representações apresentadas pelas empresas TRIP – Transporte Aéreo Regional do Interior Paulista e RLA – Rico Linhas Aéreas.

Doc: 3675

Fls: 1290

CPMI - CORREIOS
DSF/ 03/2005

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

LUIZ CARLOS SCORSATTO
Chefe do Departamento/DENAF
Matrícula 8.009.921-1

C/ANEXOS

DENAF 7583

CORREIOS

Protocolo

De: COMISSÃO ESPECIAL DE LICITAÇÃO - CEL/PRT/PR - 134/2004

Ao: CHEFE DO DEJUR

CI / CEL/PRT/PR - 134/2004 - 003/2004

Ref.: Concorrência 006/2004 - CEL/AC

Assunto: Recursos administrativos contra o julgamento de habilitação da Concorrência 006/2004 - CEL/AC

Doc: 3675
Fls: 1291
CPMI - CORREIOS
Fls: 03/2005

Brasília, 14 de dezembro de 2004.

Em 30/11/2004 a Comissão Especial de Licitação responsável pela Concorrência 006/2004 – CEL/AC publicou no Diário Oficial da União o Aviso do resultado da habilitação do referido certame. No Aviso em questão foram declaradas habilitadas as empresas TAF Linhas Aéreas S/A, Skymaster Airlines Ltda, Total Linhas Aéreas S/A e BETA – Brazilian Express Transportes Aéreos Ltda. Por seu turno, foram declaradas inabilitadas as empresas RLA – Rico Linhas Aéreas S/A, Varig Logística S/A, Air Brasil Linhas Aéreas Ltda, TCB – Transportes Charter do Brasil Ltda e ATA – Atlântico Transporte Aéreo Ltda. Os motivos da inabilitação constam da Ata da Reunião de Julgamento, cuja cópia segue em anexo.

Decorrente do julgamento da habilitação, tempestivamente, alguns licitantes apresentaram Recursos Administrativos contra a decisão desta Comissão. Considerando que nesses recursos há aspectos de cunho estritamente jurídico, solicitamos a V.Sª proceder a sua análise de forma a que possamos concluir essa fase, fazendo subir, se necessário for, os recursos devidamente instruídos à autoridade superior.

Visando facilitar a análise por parte desse Departamento, apresentamos a seguir uma síntese dos Recursos, destacando apenas os aspectos que entendemos como de cunho jurídico.

- **Recurso apresentado pela Varig Logística S/A contra a habilitação da empresa Total Linhas Aéreas S/A**

  a) a recorrente alude que a licitante Total Linhas Aéreas S/A não apresentou prova de inscrição no cadastro de contribuinte municipal, contrariando, assim, o disposto na alínea "b" do subitem 1.3 do Anexo 4 do Edital. A Total, apesar de apresentar Certidão Negativa de Tributos Municipais, deixou de apresentar o documento comprobatório de sua inscrição no cadastro de contribuinte municipal, apresentando em seu lugar um Alvará de Licença para Localização;
  b) a licitante Total Linhas Aéreas S/A apresentou documentação em idioma diverso da língua portuguesa, sem qualquer tradução, contrariando o § 1º do art. 22 da Lei 9.784/99.

- **Recurso apresentado pela Varig Logística S/A contra a habilitação da empresa TAF Linhas Aéreas S/A**

  a) a licitante TAF Linhas Aéreas S/A apresentou balanço patrimonial e demonstrações contábeis irregulares;
  b) a licitante TAF Linhas Aéreas S/A apresentou documentação em idioma diverso da língua portuguesa, sem qualquer tradução, contrariando o § 1º do art. 22 da Lei 9.784/99.

DENAF 1282

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CORREIOS 13/12/2005

- **Recurso apresentado pela RLA – Rico Linhas Aéreas S/A contra a sua inabilitação**

A recorrente, preliminarmente, contesta o entendimento desse Departamento, exarado na Nota Jurídica DEJUR/DCOR – 1228/2004, acerca da intempestividade de Pedido de Impugnação apresentado em 23/11/2004.

Em seguida, a recorrente retoma a mesma argumentação já utilizada no Pedido de Impugnação apresentado à ECT, na Representação apresentada junto ao Tribunal de Contas da União e no Mandado de Segurança apresentado junto à Justiça Federal.

Como fato novo, a recorrente alega ter efetuado levantamento nas últimas licitações da ECT, a fim de contestar a nossa informação de que os documentos requeridos no edital da Concorrência 006/2004 – CEL/AC vêm sendo tradicionalmente requeridos nas licitações cujo objeto é o transporte aéreo de objetos postais. Nesse contexto, cita as licitações de número 037/2001/AC, 045/2004/AC, 023/2002 CPL/AC, 074/2002 CPL/AC e 106/2003 CPL/AC em que não teriam sido exigidos Certificado de Matrícula e Certificado de Aeronavegabilidade. Por fim, cita que tais documentos foram exigidos apenas nas licitações 065/2004 CPL/AC e 006/2004 CEL/AC.

Inicialmente, para que se possa analisar a assertiva da recorrente, é mister afirmar que apenas nas duas últimas licitações (Pregão 065/2004 – CPL/AC e Concorrência 006/2004 – CEL/AC) constou de forma **explícita** a exigência de apresentação dos Certificados de Matrícula e Certificado de Aeronavegabilidade das aeronaves. Porém, desde dezembro/2001, em **todos** os Editais, cujo objeto é a contratação de transporte aéreo, foi exigida a apresentação do documento intitulado "Especificações Operativas", expedido pelo Departamento de Aviação Civil, comprovando a autorização da empresa licitante a operar a(s) aeronave(s) a ser(em) empregada(s) na execução da(s) linha(s). Para se obter as "Especificações Operativas" **é condição"sine qua non"** dispor-se de Certificado de Matrícula e Certificado de Aeronavegabilidade das aeronaves. Por conseguinte, resta prejudicada a assertiva da recorrente.

Por fim, a recorrente, contestando um dos motivos de sua inabilitação relacionados na Ata de Julgamento, informa que consta da sua documentação de habilitação apresentada no certame que o balanço da empresa foi publicado no Diário Oficial do Estado do Amazonas, atendendo, assim, o que dispõe o subitem 1.2, alínea a.1, inciso II do Anexo 4 do Edital.

- **Recurso apresentado pela ATA – Atlântico Transporte Aéreo Ltda contra a sua inabilitação**

A recorrente, que foi inabilitada, entre outros motivos, por não ter apresentado a prova de inscrição no cadastro de contribuinte municipal, apresentou argumentação de que o dispositivo legal que exige prova dessa inscrição deve ser interpretado no sentido de que a natureza da atividade a ser desenvolvida no curso da contratação é que determina a inscrição cadastral (estadual ou municipal). Como a atividade que está sendo contratada não é de caráter municipal, não haveria necessidade de provar o seu cadastro no Município. Não obstante, alega que a Certidão Negativa de Débitos de Tributos Municipais apresentada na licitação seria suficiente para comprovar a sua inscrição, pois traz o número de inscrição de ISS, o qual nada mais é que o próprio número de inscrição municipal. Para fazer prova, a recorrente anexa ao seu recurso cópia do Cartão de Inscrição Municipal.

- **Recurso apresentado pela Air Brasil Linhas Aéreas Ltda contra a sua inabilitação**

Dentre os motivos, a empresa Air Brasil foi inabilitada por ter apresentado diversos documentos em cópia simples, sem autenticação e sem apresentação dos originais, contrariando o subitem 5.6 do Edital. A recorrente alega que, conforme o art. 225 do novo Código Civil, os documentos

DEN: F 2081

reproduzidos mecânica ou eletronicamente fazem prova plena. Assim, o reconhecimento como verdadeiro deixou de ser previamente exigido, pois a legislação passou a prestigiar o chamado "princípio da verdade documental", que considera o documento verdadeiro até que provem o contrário. Além disso, a recorrente alega que, com exceção ao atestado de capacidade técnica, todos os demais documentos que deram causa a sua inabilitação foram obtidos na Internet, e que segundo o subitem 5.6.2 do Edital, a aceitação dependeria apenas da confirmação de sua autenticidade, a ser feita pela Comissão.

Cumpre-nos informar que os documentos a seguir relacionados, que foram fornecidos pela licitante sem a devida autenticação, não são passíveis de serem obtidos pela Internet:

Doc: 3675 Fls: 1293 CPMI - CORREIOS 03/2005

- Certificado de Matrícula;
- Certificado de Aeronavegabilidade;
- Certificado de Homologação de Empresa de Transporte Aéreo;
- Atestado de capacidade técnica;
- Declaração de que atende o inciso V do art. 27 da Lei 8.666/93;
- Certidão Negativa de Falência e Concordata.

- **Recurso apresentado pela TCB – Transportes Charter do Brasil Ltda contra a habilitação da empresa BETA – Brazilian Express Transportes Aéreos Ltda**

a) a recorrente assevera que a Certidão de Falência e Concordata apresentada pela empresa BETA – Brazilian Express Transportes Aéreos Ltda se contamina de irregularidade quando apresentada na forma de fotocópia autenticada pelo Tabelião de Notas da Comarca de Barueri, comarca distinta da que emitiu o documento, a saber comarca de Guarulhos, que é a sede da empresa BETA – Brazilian Express Transportes Aéreos Ltda. A Certidão foi apresentada nessa forma, quando o próprio documento sustenta sua validade somente na forma original ou por fotocópia autenticada pelo Cartório distribuidor civil que a emitiu.

b) A recorrente alega que a empresa BETA – Brazilian Express Transportes Aéreos Ltda não juntou aos autos a relação dos itens para os quais pretendia apresentar proposta econômica, ferindo de morte o princípio da vinculação ao subitem 5.7, alínea "c" do Edital. Sem essa relação não haveria como a Comissão identificar se a licitante teria capacidade jurídica e técnica para os itens cotados e, principalmente, se ela possuiria patrimônio líquido igual ou superior aos valores estabelecidos para cada item.

Acerca do contido no Recurso Administrativo apresentado pela empresa TCB, cumpre-nos informar que no curso da reunião da licitação foi identificado que as empresas BETA – Brazilian Express Transportes Aéreos Ltda, RLA – Rico Linhas Aéreas S/A e Air Brasil Linhas Aéreas Ltda não fizeram constar nos seus envelopes de habilitação a relação de itens para os quais pretendiam apresentar proposta econômica, conforme preconiza a alínea "d" do subitem 5.1 do Edital. Por se tratar de documento não exigido na legislação e pelo fato de que tem a finalidade de fornecer subsídios para que a licitante seja enquadrada na alínea "c" do mesmo subitem a fim de fazer comprovação do seu Patrimônio Líquido, a Comissão, com fulcro no subitem 2.13 do Edital, deliberou por convocar as empresas para, em voz alta, se manifestarem sobre quais itens estavam apresentando proposta econômica, conforme registrado na Ata da 1ª Reunião da Licitação. Uma vez que não houve manifestação contrária de qualquer dos participantes, a Comissão deu prosseguimento à reunião.

Registre-se que a empresa BETA – Brazilian Express Transportes Aéreos Ltda declarou que estava apresentando proposta econômica para os itens 3 e 6 (ver Ata em anexo), cujo Patrimônio Líquido mínimo exigido é de R$ 2.850.000,00 (dois milhões e oitocentos e cinqüenta mil reais), ao passo que o seu Patrimônio Líquido apresentado é de R$ 8.916.695,47 (oito milhões, novecentos e dezesseis mil, seiscentos e noventa e cinco reais e quarenta e sete centavos).

DENAF 2780

- **Recurso apresentado pela Skymaster Airlines Ltda contra a empresa Varig Logística S/A**

A recorrente apresenta Recurso Administrativo para a penalização da empresa Varig Logística S/A, sob a alegação de que esta, de forma fraudulenta, tentou ludibriar o ente público. Assim, requer a aplicação de multa de 20% (vinte por cento) sobre o valor global da contratação e suspensão temporária de participar de licitações e contratar com a Administração Pública, pelo período mínimo de 2 (dois) anos.

Fls: 1294 CORREIOS 13/2005

É importante ressaltar, ainda, que a empresa TCB – Transportes Charter do Brasil Ltda não apresentou recurso administrativo contra a sua inabilitação. A empresa Varig Logística S/A também não apresentou recurso contra a sua inabilitação, vindo a apresentar "Direito Constitucional de Petição" para manifestar sua discordância aos termos do Edital. O documento contendo esse pedido foi remetido a esse Departamento em 09/12 p.p., por meio da CI/CEL/PRT/PR – 134/2004 – 002/2004.

Finalizando, informamos que à medida que forem sendo apresentadas a essa Comissão eventuais pedidos de impugnação aos Recursos Administrativos, encaminharemos a esse Departamento. Nesse sentido, anexamos o documento enviado pela empresa BETA – Brazilian Express Transportes Aéreos Ltda que impugna o Recurso administrativo interposto pela empresa TCB – Transportes Charter do Brasil Ltda.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

C/ANEXO:
Ata da 1ª reunião de licitação da Concorrência Pública nº 006/2004 – CEL/AC
Ata da reunião de julgamento da habilitação na Concorrência Pública nº 006/2004 – CEL/AC
Recursos Administrativos
Impugnação ao Recurso Administrativo interposto pela empresa TCB – Transportes Charter do Brasil Ltda

CORREIOS

DENAF 2519

Protocolo

De: COMISSÃO ESPECIAL DE LICITAÇÃO - CEL/PRT/PR - 134/2004

Ao: CHEFE DO DEJUR

CI / CEL/PRT/PR - 134/2004 - 002/2004

Ref.: Concorrência 006/2004 - CEL/AC

Assunto: Direito Constitucional de Petição de impugnação de edital de licitação

Doc: 3675

Fls: 1295

ECT - 03/2005 - CPMI - CORREIOS

Brasília, 9 de dezembro de 2004.

Por ocasião da apresentação de Recursos Administrativos, em face ao julgamento da habilitação dos participantes da Concorrência 006/2004 – CEL/AC, a licitante Varig Logística S/A nos encaminhou o documento em anexo, no qual solicita a impugnação dos termos do Edital da citada Concorrência, argüindo a não preclusão do direito de impugnar o Edital como decorrência de alegado direto constitucional de petição.

Uma vez efetuada explanação visando justificar o alegado direito, a licitante apresenta os seus argumentos para a impugnação, culminando com o seguinte pedido:

"a. Seja este Direito Constitucional de Petição recebido e apreciado;

b. Seja, caso esta Comissão Especial de Licitação entenda que as falhas e irregularidades aqui apontadas de difícil reparação ante ao comprovado desrespeito dos princípios e disposições legais demonstradas, encaminhado à Presidência da ECT requerimento para anular a presente Licitação, nos termos do subitem 2.6 do Edital e do artigo 49 da Lei nº 8666/93."

Considerando que todo o teor do documento trata de questões de natureza jurídica, solicitamos a V.Sª analisá-lo e emitir parecer, para que esta Comissão possa dar o devido encaminhamento à Presidência da ECT.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

RECEBIDO-DEJUR
Data: 09/12/2004
Assinatura:
Matrícula: 0003496-5

CORREIOS

COMPROVANTE

CNPJ DA AGÊNCIA

Nº DO DOCUMENTO 17606073

CLIENTE Varig Logística

DATA REF. / ERRO / DIF. 10122004

CÓDIGO DA UNIDADE | SE FOR A FATURAR | CÓDIGO ADM. / Nº DO CONTRATO | Nº DO EMPENHO

	DISCRIMINAÇÃO	CÓD. PRODUTO	CÓD. SERVIÇO	QUANTIDADE	PAL / PESO / PAG / TMP.	SERV. ADICIONAIS	VALOR UNITÁRIO	GRUPO	DESCONTO	VALOR A PAGAR
1	Pagamento de cópias			1050			0,10			105,00
2										
3										
4										
5										
6										

OS CAMPOS SOMBREADOS SERÃO PREENCHIDOS PELA ECT

MODALIDADE DO DESCONTO
01 - PVP
02 - FUNCIONÁRIO
03 - OUTROS

CÁLCULO DO IMPOSTO

BASE CÁLCULO	ALÍQUOTA	VALOR DO IMPOSTO

VALOR TOTAL A PAGAR R$ 105,00

APROVEITE A COMODIDADE DOS SERVIÇOS ADICIONAIS

05 - CÓPIA DE TELEGRAMA
06 - PEDIDO DE CONFIRMAÇÃO DE ENTREGA
07 - COLETA DOMICILIÁRIA
14 - DEVOLUÇÃO GARANTIDA

MATRÍCULA DO RECOLHEDOR AP/OS

CARTÃO DE CRÉDITO

BANDEIRA | P.O.S | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO E ASS. / MATRÍCULA

Central Brasília
8.128.624-4
10 DEZ 2004
Brasília/BSB

ASSINATURA DO CLIENTE

AUTENTICAÇÃO MECÂNICA

3ª VIA - UNIDADE
2ª VIA - BALANCETE
1ª VIA - CLIENTE

752401524

FC0556 / 22

156 x 210 mm

Doc: 3675
Fls: 1297
ROS nº 03/2005 - CORREIOS

DENAF

São Paulo, 08 de dezembro de 2004

À Comissão Especial de Licitação – CEL/AC
At.: Sr. Maurício Coelho Madureira

SBN, Quadra 1, Conjunto 3, Bloco A, 13.º andar, Ed. Sede ECT
Brasília – Distrito Federal
Fax.: (61) 426-2691

URGENTE

Ref.: **Concorrência n.º 0006/2004/CEL/AC**
Solicitação de Cópias Autenticadas

VARIG LOGÍSTICA S.A., (**VARIG LOG**) sociedade anônima, concessionária de serviço público de transporte aéreo de carga, com sede na Rua Fidêncio Ramos, n.º 223, 14.º andar, na Cidade de São Paulo, Estado de São Paulo, inscrita no CNPJ/MF sob o n.º 04.066.143/0001-57, vem, respeitosamente, solicitar a esta R. Comissão Especial de Licitação da Empresa de Correios e Telégrafos **DUAS CÓPIAS REPROGRÁFICAS DEVIDAMENTE AUTENTICADAS** por esta D. Comissão, dos seguintes documentos:

1) Edital da Concorrência n.º 0006/2004/CEL/AC;
2) Ata da 1ª Reunião de Licitação da Concorrência Pública n.º 006/2004 – CEL/AC;
3) Ata da Reunião de Julgamento da Habilitação na Concorrência Pública n.º 006/2004 – CEL/AC;
4) Recurso interposto pela VARIG LOGÍSTICA S.A. contra habilitação da SKYMASTER AIR LINES LTDA.;
5) Recurso interposto pela VARIG LOGÍSTICA S.A. contra habilitação da TOTAL LINHAS AÉREAS S/A.;
6) Recurso interposto pela VARIG LOGÍSTICA S.A. contra habilitação da TAF LINHAS AÉREAS S/A.;
7) Direito Constitucional de Petição da VARIG LOGÍSTICA S.A.;
8) Solicitação de Esclarecimento Relativos ao Edital, datada de 16 de novembro passado;
9) Carta 004/2004 – CEL/AC, datada de 18 de novembro passado;
10) Cópia da documentação de habilitação da Licitante TOTAL LINHAS AÉREAS S/A.

Certos do pronto e tempestivo atendimento.

Atenciosamente,

p/p

VARIG LOGISTICA S/A.
Gustavo de Moraes Soares da Rocha

CORREIOS

DENAF 1576

Carta - 019/2004-CEL/AC

Brasília, 08 de dezembro de 2004.

A Sua Senhoria o Senhor
Alfredo Meister Neto
Representante Legal da Total Linhas Aéreas S/A
Av. Senador Salgado Filho nº 5397, sala D, bairro Uberaba
81580-000 Curitiba - PR

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Impugnação de Recurso Administrativo

Prezado Senhor,

Encaminhamos a V.Sª para impugnação, se for o caso, cópia dos Recursos Administrativos interpostos pelas empresas Air Brasil Linhas Aéreas Ltda, ATA – Atlântico Transporte Aéreo Ltda, RLA – Rico Linhas Aéreas S/A, TCB – Transportes Charter do Brasil Ltda, Skymaster Airlines Ltda e Varig Logística S/A.

Esclarecemos que, consoante disposto no subitem 9.3 do Edital, essa empresa tem o prazo de 5 (cinco) dias úteis para impugnação e que após isto os recursos e as impugnações serão julgados e submetidos à autoridade superior para decisão.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

LUIZ CARLOS SCORSATTO
Chefe do Departamento/DENAF
Matrícula 8.009.921-1

Recebi em 08/12/04 às 14:30 hs.

GLAYSON A. PEREIRA

Comissão Especial de Licitação – Concorrência 006/2004 – CEL/AC
Setor Bancário Norte, Quadra 01, Bloco "A", 13º andar CEP 70002-900 Brasília/DF – Fone (61) 426-2683/Fax: (61) 426-2691

CORREIOS

DENAF 2776

Carta - 018/2004-CEL/AC

Brasília, 08 de dezembro de 2004.

A Sua Senhoria o Senhor
Irapuan Falcão de Albuquerque
Representante Legal da BETA – Brazilian Express Transportes Aéreos Ltda
Av. Jamil João Zarif, s/nº - posição remota central – Módulo I
Aeroporto Internacional de Guarulhos
07143-000 Guarulhos - SP

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Impugnação de Recurso Administrativo

Prezado Senhor,

Encaminhamos a V.Sª para impugnação, se for o caso, cópia dos Recursos Administrativos interpostos pelas empresas Air Brasil Linhas Aéreas Ltda, ATA – Atlântico Transporte Aéreo Ltda, RLA – Rico Linhas Aéreas S/A, TCB – Transportes Charter do Brasil Ltda, Skymaster Airlines Ltda e Varig Logística S/A.

Esclarecemos que, consoante disposto no subitem 9.3 do Edital, essa empresa tem o prazo de 5 (cinco) dias úteis para impugnação e que após isto os recursos e as impugnações serão julgados e submetidos à autoridade superior para decisão.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

LUIZ CARLOS SCORSATTO
Chefe do Departamento/DENAF
Matrícula 8.009.921-1

Comissão Especial de Licitação – Concorrência 006/2004 – CEL/AC
Setor Bancário Norte, Quadra 01, Bloco "A", 13º andar CEP 70002-900 Brasília/DF – Fone (61) 426-2683/Fax: (61) 426-2691

RQS nº 03/2005 - CN - CPMI - CORREIOS
Fls: 1300
Doc: 3675

CORREIOS — CERTIFICADO DE POSTAGEM

CÓDIGO DO OBJETO: SQ 888 128 56 BR

CAMPOS A SEREM PREENCHIDOS PELO CLIENTE

NOME DO DESTINATÁRIO (PARA OBJETO DESTINADO AO EXTERIOR ANOTAR PAÍS DE DESTINO): IRAPUAN FALCÃO DE ALBUQUERQUE

CEP DE DESTINO: 07143-000

NOME DO REMETENTE: DGEC/DENAF - ECT.

ESTOU CIENTE DAS INFORMAÇÕES CONTIDAS NO VERSO

ASSINATURA DO REMETENTE

DESEJA DECLARAR VALOR? ☐ SIM ☐ NÃO

VALOR DECLARADO

COD. SERVIÇO: 40010

PESO TARIFADO (g): 317

GRUPO

VALOR A COBRAR DESTINATÁRIO

CARTÃO DE CRÉDITO

BANDEIRA | P O S | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO / ASSINATURA / MATRÍCULA OU AUTENTICAÇÃO

CENTRAL EQUIPE 08 DEZ. 2004 BRASILIA/BSB

SERVIÇOS ADICIONAIS. SOLICITE AO ATENDENTE.
01 - AVISO DE RECEBIMENTO
02 - MÃO PRÓPRIA
04 - REGISTRO MÓDICO
07 - COLETA DOMICILIÁRIA

APRESENTAR ESTE CERTIFICADO EM CASO DE PEDIDO DE INFORMAÇÕES

SE FOR A FATURAR | CÓDIGO DA UNIDADE: 10300473

DIA / MÊS: 08 12

SERVIÇOS ADICIONAIS: 01

CÓDIGO ADMINISTRATIVO

NÚMERO DO CONTRATO

CÓDIGO DO PRODUTO | QUANT.

	VALOR DO FRETE
	EMBALAGEM
	AD VALORÉM
01	AVISO DE RECEBIMENTO
02	MÃO PRÓPRIA
04	REGISTRO MÓDICO
07	COLETA DOMICILIÁRIA
	TOTAL 2,74

DEN

1ª VIA - CLIENTE, 2ª VIA - BALANCETE, 3ª VIA - UN

75240160-2

FC 0828 / 34

107 x 190 mm

CORREIOS

DENAF 2078

Doc: 3675

Fls: 1301

CPMI - CORREIOS 03/2005 - CN

Carta - 017/2004-CEL/AC

Brasília, 08 de dezembro de 2004.

A Sua Senhoria o Senhor
Orlando Menezes Filho
Representante Legal da Air Brasil Linhas Aéreas Ltda
Rua General Pantaleão Teles, 67/69
Jd. Aeroporto
04355-040 São Paulo - SP

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Impugnação de Recurso Administrativo

Prezado Senhor,

Encaminhamos a V.Sª para impugnação, se for o caso, cópia dos Recursos Administrativos interpostos pelas empresas ATA – Atlântico Transporte Aéreo Ltda, RLA – Rico Linhas Aéreas S/A, TCB – Transportes Charter do Brasil Ltda, Skymaster Airlines Ltda e Varig Logística S/A.

Esclarecemos que, consoante disposto no subitem 9.3 do Edital, essa empresa tem o prazo de 5 (cinco) dias úteis para impugnação e que após isto os recursos e as impugnações serão julgados e submetidos à autoridade superior para decisão.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

LUIZ CARLOS SCORSATTO
Chefe do Departamento/DENAF
Matrícula 8.009.921-1

Comissão Especial de Licitação – Concorrência 006/2004 – CEL/AC
Setor Bancário Norte, Quadra 01, Bloco "A", 13º andar CEP 70002-900 Brasília/DF – Fone (61) 426-2683/Fax: (61) 426-2691

CORREIOS

DENAF 257

Carta - 016/2004-CEL/AC

Brasília, 08 de dezembro de 2004.

A Sua Senhoria o Senhor
Cláudio Marcos Keller
Representante Legal da TCB – Transportes Charter do Brasil Ltda
Rua Frei Caneca, nº 23 – sala 1 (Granja Viana II)
06706-015 Cotia - SP

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Impugnação de Recurso Administrativo

Prezado Senhor,

Encaminhamos a V.Sª para impugnação, se for o caso, cópia dos Recursos Administrativos interpostos pelas empresas Air Brasil Linhas Aéreas Ltda, ATA – Atlântico Transporte Aéreo Ltda, RLA – Rico Linhas Aéreas S/A, Skymaster Airlines Ltda e Varig Logística S/A.

Esclarecemos que, consoante disposto no subitem 9.3 do Edital, essa empresa tem o prazo de 5 (cinco) dias úteis para impugnação e que após isto os recursos e as impugnações serão julgados e submetidos à autoridade superior para decisão.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

LUIZ CARLOS SCORSATTO
Chefe do Departamento/DENAF
Matrícula 8.009.921-1

Comissão Especial de Licitação – Concorrência 006/2004 – CEL/AC
Setor Bancário Norte, Quadra 01, Bloco "A", 13º andar CEP 70002-900 Brasília/DF – Fone (61) 426-2683/Fax: (61) 426-2691

CORREIOS — CERTIFICADO DE POSTAGEM

CÓDIGO DO OBJETO: 5Q888812839 L

CAMPOS A SEREM PREENCHIDOS PELO CLIENTE

NOME DO DESTINATÁRIO (PARA OBJETO DESTINADO AO EXTERIOR ANOTAR PAÍS DE DESTINO): CLAUDIO MARCOS KELLER

CEP DE DESTINO: 06706-015

NOME DO REMETENTE: DGEC/DENAF - ECT.

ESTOU CIENTE DAS INFORMAÇÕES CONTIDAS NO VERSO

ASSINATURA DO REMETENTE

DESEJA DECLARAR VALOR ? ☐ SIM ☐ NÃO

VALOR DECLARADO

COD. SERVIÇO: 40010

PESO TAR: 3

GRUPO

VALOR A COBRAR DESTINAT.

VALOR DO FRETE

EMBALAGEM

AD VALOREM

CARTÃO DE CRÉDITO

BANDEIRA | POS | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO / ASSINATURA / MATRÍCULA OU AUTENTICAÇÃO

08 DEZ. 2004 BRASÍLIA/BSB

SERVIÇOS ADICIONAIS. SOLICITE AO ATENDENTE.
01 - AVISO DE RECEBIMENTO
02 - MÃO PRÓPRIA
04 - REGISTRO MÓDICO
07 - COLETA DOMICILIÁRIA

APRESENTAR ESTE CERTIFICADO EM CASO DE PEDIDO DE INFORMAÇÕES

SE FOR A FATURAR

CÓDIGO DA UNIDADE: 10300473

DIA / MÊS: 08/12

SERVIÇOS ADICIONAIS: 101

CÓDIGO ADMINISTRATIVO

NÚMERO DO CONTRATO

CÓDIGO DO PRODUTO | QUANT.

01 AVISO DE RECEBIMENTO

02 MÃO PRÓPRIA

04 REGISTRO MÓDICO

07 COLETA DOMICILIÁRIA

DENAF

3ª VIA - UNIDADE
2ª VIA - BALANCETE,
1ª VIA - CLIENTE,
75240160-2

FC 0828 / 34

107 x 190 mm

Doc: 3675

Fls: 1304

CPMI - CORREIOS

ROS nº 03/2005 - C

DENAF 2165

CORREIOS

Carta - 015/2004-CEL/AC

Brasília, 08 de dezembro de 2004.

A Sua Senhoria o Senhor
Luiz Otávio Gonçalves
Representante Legal da Skymaster Airlines Ltda
Avenida Torquato Tapajós, nº 4.080, bairro de Flores
69048-660 Manaus - AM

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Impugnação de Recurso Administrativo

Prezado Senhor,

Encaminhamos a V.Sª para impugnação, se for o caso, cópia dos Recursos Administrativos interpostos pelas empresas Air Brasil Linhas Aéreas Ltda, ATA – Atlântico Transporte Aéreo Ltda, RLA – Rico Linhas Aéreas S/A, TCB – Transportes Charter do Brasil Ltda, e Varig Logística S/A.

Esclarecemos que, consoante disposto no subitem 9.3 do Edital, essa empresa tem o prazo de 5 (cinco) dias úteis para impugnação e que após isto os recursos e as impugnações serão julgados e submetidos à autoridade superior para decisão.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

LUIZ CARLOS SCORSATTO
Chefe do Departamento/DENAF
Matrícula 8.009.921-1

RECEBI AS CÓPIAS CITADAS NO PRESENTE EXPEDIENTE - EM 08/12/2004 ÀS 15:10 HORAS

Comissão Especial de Licitação – Concorrência 006/2004 – CEL/AC
Setor Bancário Norte, Quadra 01, Bloco "A", 13º andar CEP 70002-900 Brasília/DF – Fone (61) 426-2683/Fax: (61) 426-2691

CORREIOS

DENAF 2167

Carta - 014/2004-CEL/AC

Brasília, 08 de dezembro de 2004.

A Sua Senhoria o Senhor
Gustavo de Moraes Soares da Rocha
Representante Legal da Varig Logística S/A
Rua Fidêncio Ramos, nº 223, 14º andar
Vila Olímpia
04551-010 São Paulo - SP

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Impugnação de Recurso Administrativo

Prezado Senhor,

Encaminhamos a V.Sª para impugnação, se for o caso, cópia dos Recursos Administrativos interpostos pelas empresas Air Brasil Linhas Aéreas Ltda, ATA – Atlântico Transporte Aéreo Ltda, RLA – Rico Linhas Aéreas S/A, TCB – Transportes Charter do Brasil Ltda e Skymaster Airlines Ltda.

Esclarecemos que, consoante disposto no subitem 9.3 do Edital, essa empresa tem o prazo de 5 (cinco) dias úteis para impugnação e que após isto os recursos e as impugnações serão julgados e submetidos à autoridade superior para decisão.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

LUIZ CARLOS SCORSATTO
Chefe do Departamento/DENAF
Matrícula 8.009.921-1

Comissão Especial de Licitação – Concorrência 006/2004 – CEL/AC
Setor Bancário Norte, Quadra 01, Bloco "A", 13º andar CEP 70002-900 Brasília/DF – Fone (61) 426-2683/Fax: (61) 426-2691

Doc: 3675
Fls: 1307

CORREIOS — CERTIFICADO DE POSTAGEM

CÓDIGO DO OBJETO: SQ 88812825 BR

CAMPOS A SEREM PREENCHIDOS PELO CLIENTE

NOME DO DESTINATÁRIO (PARA OBJETO DESTINADO AO EXTERIOR ANOTAR PAÍS DE DESTINO): GUSTAVO DE MORAES S. DA ROCHA

CEP DE DESTINO: 04553-010

NOME DO REMETENTE: DGEC/DENAD - ECT.

ESTOU CIENTE DAS INFORMAÇÕES CONTIDAS NO VERSO

ASSINATURA DO REMETENTE

DESEJA DECLARAR VALOR? ☐ SIM ☐ NÃO

VALOR DECLARADO

COD. SERVIÇO: 40010 | PESO TARIFADO (g): 315

GRUPO | VALOR A COBRAR DESTINATÁRIO

VALOR DO FRETE

EMBALAGEM: 0

AD VALOREM

01 AVISO DE RECEBIMENTO

02 MÃO PRÓPRIA

04 REGISTRO MÓDICO

07 COLETA DOMICILIÁRIA

TOTAL: 10,67

CARTÃO DE CRÉDITO

BANDEIRA | POS | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO / ASSINATURA / MATRÍCULA OU AUTENTICAÇÃO

CENTRAL 08 DEZ. 2004 BRASILIA/DF/SBSB

SERVIÇOS ADICIONAIS. SOLICITE AO ATENDENTE.
01 - AVISO DE RECEBIMENTO
02 - MÃO PRÓPRIA
04 - REGISTRO MÓDICO
07 - COLETA DOMICILIÁRIA

APRESENTAR ESTE CERTIFICADO EM CASO DE PEDIDO DE INFORMAÇÕES

SE FOR A FATURAR | CÓDIGO DA UNIDADE: 10300473

DIA / MÊS: 08/12 | SERVIÇOS ADICIONAIS: 01

CÓDIGO ADMINISTRATIVO

NÚMERO DO CONTRATO

CÓDIGO DO PRODUTO | QUANT.: DE

1ª VIA - CLIENTE, 2ª VIA - BALANCETE, 3ª VIA - UNIDADE
75240160-2
FC 0828 / 34
107 x 190 mm

CORREIOS

DENAF 2564

Carta - 013/2004-CEL/AC

Brasília, 08 de dezembro de 2004.

A Sua Senhoria o Senhor
João Ariston P. de Araújo Filho
Representante Legal da TAF Linhas Aéreas S/A
Aeroporto Pinto Martins, s/n
Praça Brigadeiro Eduardo Gomes
60421-970 Fortaleza - CE

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Impugnação de Recurso Administrativo

Prezado Senhor,

Encaminhamos a V.Sª para impugnação, se for o caso, cópia dos Recursos Administrativos interpostos pelas empresas Air Brasil Linhas Aéreas Ltda, ATA – Atlântico Transporte Aéreo Ltda, RLA – Rico Linhas Aéreas S/A, TCB – Transportes Charter do Brasil Ltda, Skymaster Airlines Ltda e Varig Logística S/A.

Esclarecemos que, consoante disposto no subitem 9.3 do Edital, essa empresa tem o prazo de 5 (cinco) dias úteis para impugnação e que após isto os recursos e as impugnações serão julgados e submetidos à autoridade superior para decisão.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

LUIZ CARLOS SCORSATTO
Chefe do Departamento/DENAF
Matrícula 8.009.921-1

RECEBI ORIGINAL
08/12/2004 AS 11:30

Comissão Especial de Licitação – Concorrência 006/2004 – CEL/AC
Setor Bancário Norte, Quadra 01, Bloco "A", 13º andar CEP 70002-900 Brasília/DF – Fone (61) 426-2683/Fax: (61) 426-2691

CORREIOS

DENAF_1566

Carta - 012/2004-CEL/AC

Brasília, 08 de dezembro de 2004.

A Sua Senhoria o Senhor
Fabiano Gadelha de Moura
Representante Legal da ATA – Atlântico Transporte Aéreo Ltda
Aeroporto Pinto Martins - TAG
Praça Brigadeiro Eduardo Gomes
60420-290 Fortaleza - CE

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Impugnação de Recurso Administrativo

Prezado Senhor,

Encaminhamos a V.Sª para impugnação, se for o caso, cópia dos Recursos Administrativos interpostos pelas empresas Air Brasil Linhas Aéreas Ltda, RLA – Rico Linhas Aéreas S/A, TCB – Transportes Charter do Brasil Ltda, Skymaster Airlines Ltda e Varig Logística S/A.

Esclarecemos que, consoante disposto no subitem 9.3 do Edital, essa empresa tem o prazo de 5 (cinco) dias úteis para impugnação e que após isto os recursos e as impugnações serão julgados e submetidos à autoridade superior para decisão.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

LUIZ CARLOS SCORSATTO
Chefe do Departamento/DENAF
Matrícula 8.009.921-1

Recebi em 08/12/04 às 11h30'
Fabiano Gadelha de Moura

Comissão Especial de Licitação – Concorrência 006/2004 – CEL/AC
Setor Bancário Norte, Quadra 01, Bloco "A", 13º andar CEP 70002-900 Brasília/DF – Fone (61) 426-2683/Fax: (61) 426-2691

CORREIOS

DENAF 2564

Doc: 3675

Fls: 1310

CPMI - CORREIO

Carta - 011/2004-CEL/AC

Brasília, 08 de dezembro de 2004.

A Sua Senhoria o Senhor
Atila Yurtsever
Representante Legal da RLA – Rico Linhas Aéreas S/A
Aeroporto Internacional Eduardo Gomes – TPS II
Av. Santos Dumont, nº 1.916, bairro Tarumã
69.041- 000 Manaus - AM

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Impugnação de Recurso Administrativo

Prezado Senhor,

Encaminhamos a V.Sª para impugnação, se for o caso, cópia dos Recursos Administrativos interpostos pelas empresas Air Brasil Linhas Aéreas Ltda, ATA – Atlântico Transporte Aéreo Ltda, TCB – Transportes Charter do Brasil Ltda, Skymaster Airlines Ltda e Varig Logística S/A.

Esclarecemos que, consoante disposto no subitem 9.3 do Edital, essa empresa tem o prazo de 5 (cinco) dias úteis para impugnação e que após isto os recursos e as impugnações serão julgados e submetidos à autoridade superior para decisão.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

LUIZ CARLOS SCORSATTO
Chefe do Departamento/DENAF
Matrícula 8.009.921-1

Comissão Especial de Licitação – Concorrência 006/2004 – CEL/AC
Setor Bancário Norte, Quadra 01, Bloco "A", 13º andar CEP 70002-900 Brasília/DF – Fone (61) 426-2683/Fax: (61) 426-2691

Doc: 3625
Fls: 1311
CPMI - CORREIOS

CORREIOS — CERTIFICADO DE POSTAGEM

CÓDIGO DO OBJETO: SQ 888 881 201 BR

CAMPOS A SEREM PREENCHIDOS PELO CLIENTE

NOME DO DESTINATÁRIO (PARA OBJETO DESTINADO AO EXTERIOR ANOTAR PAÍS DE DESTINO): ATILA YURT SEVER

CEP DE DESTINO: 69.041-000

NOME DO REMETENTE: DOEC/DENAF - ECT.

ESTOU CIENTE DAS INFORMAÇÕES CONTIDAS NO VERSO

ASSINATURA DO REMETENTE

DESEJA DECLARAR VALOR? ☐ SIM ☐ NÃO

VALOR DECLARADO

COD. SERVIÇO: 40010 | PESO TARIFADO (g): 317

GRUPO | VALOR A COBRAR DESTINATÁRIO

VALOR DO FRETE: 0

EMBALAGEM

AD VALOREM

CARTÃO DE CRÉDITO

BANDEIRA | P O S | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO / ASSINATURA / MATRÍCULA OU AUTENTICAÇÃO

00 DEZ 2004 BRASÍLIA/DF

SERVIÇOS ADICIONAIS. SOLICITE AO ATENDENTE.
01 - AVISO DE RECEBIMENTO
02 - MÃO PRÓPRIA
04 - REGISTRO MÉDICO
07 - COLETA DOMICILIÁRIA

APRESENTAR ESTE CERTIFICADO EM CASO DE PEDIDO DE INFORMAÇÕES

SE FOR A FATURAR — CÓDIGO DA UNIDADE: 10300473

DIA / MÊS: 08/12

SERVIÇOS ADICIONAIS: 101

CÓDIGO ADMINISTRATIVO

NÚMERO DO CONTRATO

CÓDIGO DO PRODUTO | QUANT.

DENAF 2663

01 AVISO DE RECEBIMENTO

02 MÃO PRÓPRIA X

04 REGISTRO MÉDICO

07 COLETA DOMICILIÁRIA X

TOTAL

1ª VIA - CLIENTE, 2ª VIA - BALANCETE, 3ª VIA - UNIDADE
75240160-2
FC 0028 / 34
190 mm

ECT / AC / DIOPE / DENAF

Protocolo CAD -07-Dez-2004-14:09-000590-2/4

VARIGLOG

DENAF 3962

Doc: 3675

Fls: 1312

CORREIO 03/2005

ILUSTRÍSSIMO SENHOR DOUTOR PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO – CEL/AC, DA EMPRESA BRASILEIRA DE CORREIOS E TELEGRÁFOS (ECT),

Concorrência n.º .006/2004/CEL/AC

VARIG LOGÍSTICA S.A., concessionária de Serviço Público de transporte aéreo de carga, com sede à Rua Fidêncio Ramos, n.º 223, 14.º andar, na Cidade de São Paulo, Estado de São Paulo, inscrita no CNPJ/MF sob o n.º 04.066.143/0001-57, vem, por meio de seu representante legal e bastante procurador abaixo assinado, consoante o disposto na alínea "a", do inciso XXXIV, do artigo 5.º da Constituição Federal, exercer o presente

DIREITO CONSTITUCIONAL DE PETIÇÃO

, para manifestar sua discordância com os termos do Edital da Concorrência Pública n.º 006/2004 – CEL/AC, pelos motivos de fato e de Direito a seguir explicitados.

I - PRELIMINARMENTE

Da não preclusão do direito de impugnar os termos do Edital e do exercício do direito constitucional de petição:

1. A Autora é concessionária de serviço público de transporte aéreo de carga e presta serviço para diversas empresas nacionais, públicas e privadas, atuando em todo território nacional.

Doc: 3675
Fls: 1313
CPMI - CORREIOS
03/2005

2. Oferece serviços a preços competitivos e com alta qualidade, dentro de padrões internacionais, possuindo grande expertise, corroborada por sua presença no mercado nacional e internacional de transporte de cargas.

3. A Autora, ao tomar conhecimento do Edital de Concorrência n.º .006/2004/CEL/AC, expedido por esta D. Comissão Especial de Licitação, procurou de imediato tomar as providências necessárias para viabilizar sua participação neste Certame.

4. A Autora, após minuciosa análise do teor do Edital, constatou graves irregularidades que impedem o normal prosseguimento desta Concorrência, sob pena de serem contrariados princípios e normas basilares do Direito Administrativo Licitatório, em especial os princípios da legalidade, motivação, competitividade e igualdade entre licitantes.

5. A correção dessas irregularidades faz-se mister para permitir a ampla concorrência das licitantes e, com isso proporcionar à ECT a realização de contratação vantajosa, objeto almejado por toda Licitação.

6. Apesar de a Autora não se manifestar, ao menos administrativamente, posto que o fez utilizando-se da via judicial, isso não implica em preclusão ou decadência de seu direito de amparada na garantia constitucional do direito de petição solicitar a esta D. Comissão que se manifesta a respeito dos pontos que serão a seguir suscitados.

7. Neste sentido, é o entendimento dos Ilustres Marçal Justen Filho e Jessé Torres Pereira Junior:

> "*Ponto que assistir a inteira razão a DI PIETRO refere-se à decadência do direito de impugnar.* ***'O único sentido dessa norma é o de tirar o caráter de recurso a impugnações ao edital feitas depois do julgamento; isto, no entanto, não impede que o interessado levante suas objeções, as quais poderão ser feitas como exercício do direito de petição, assegurado pelo artigo 5.º, XXXIV, da Constituição; não será recebido como recurso e, portanto, não suspenderá o prosseguimento da licitação. Mas, se a Administração reconhecer a procedência da impugnação, deve decretar a nulidade do procedimento, até mesmo para evitar o ônus decorrente de uma eventual demanda judicial.***" (grifamos) (Comentários à Lei das Licitações e Contratos da Administração Pública – Jessé Torres Pereira Junior, 1995, 3.ª edição, págs 266)
>
> "***Mas atos viciados não se transformam em atos válidos pelo silêncio do particular. Logo, mesmo não***

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CPMI - CORREIOS
POS 03/2005 - CN

se caracterizando um procedimento recursal formal, a Administração poderá (deverá) pronunciar a existência do vício, promovendo a invalidação parcial ou total da licitação." (grifamos) (Comentários à Lei de Licitações e Contratos Administrativos – Marçal Justen Filho, 2002, 9.ª edição, pág 387).

Assim, vem a Autora apresentar as razões de sua IMPUGNAÇÃO ao Edital.

II – RAZÕES DA IMPUGNAÇÃO

A) DA UTILIZAÇÃO DE CRITÉRIO DE JULGAMENTO IRREGULAR E NÃO CONDIZENTE COM O TIPO DE LICITAÇÃO PREVISTO NO EDITAL.

8. O artigo 45 da Lei n.º 8666/93, determina que o julgamento das propostas em uma licitação deverá ser objetivo, realizado em conformidade com os tipos de licitação, com os critérios previamente estabelecidos no edital e consoante fatores exclusivamente nele referidos, de modo a permitir sua compreensão tanto pelos licitantes, quanto pelos órgãos de controle desta licitação.

9. Por tipos de licitação, entende o emérito professor Celso Antônio Bandeira de Mello, "*os distintos critérios fundamentais de julgamento por ela* (Lei n.º 8666/93) *estabelecidos para obras, serviços e compras (não para concursos e leilão), vedada a criação de outros.* (...). *São eles os seguintes: (I) de menor preço; (II) de melhor técnica; (III) de técnica e preço; e (IV) o de maior lance ou oferta.*" (Celso Antonio Bandeira de Melo, in "Curso de Direito Administrativo", Malheiros Editores, São Paulo, 2003, p. 550).

10. No Edital, o tipo de licitação eleito para julgamento foi o "de menor preço".

11. O tipo "de menor preço", como seu próprio nome já indica, determina a utilização de critério de seleção que declare como proposta mais vantajosa à Administração Pública aquela que conseqüentemente apresentar o "menor preço" dentre os valores apresentados.

12. Assim, para a classificação de propostas nesta Licitação, interessam apenas critérios de julgamento objetivo relacionados somente com a análise do preço apresentado.

13. Quaisquer outros critérios que não possuam ligação com a análise do preço ofertado deverão ser considerados nulos, especialmente aqueles relacionados à análise de especificações técnicas do objeto licitado.

Doc: 3675
Fls: 1315
CORREIOS - CPMI - 03/2005

VARIGLOG

DENAR 2557

14. A análise de especificações técnicas compete à fase de habilitação dos licitantes, ou seja, da fase em que são os licitantes declarados aptos ou não a participarem da licitação.

15. No Edital, especificações técnicas relacionadas ao tipo e modelo de aeronave a ser utilizada na execução dos serviços são, conforme comprovado pela leitura das alíneas "b", "c" e "d", do subitem 6.3, do item 6 deste Edital, consideradas como critérios de julgamento das propostas apresentadas.

16. Além das alíneas citadas anteriormente, referências à utilização de "Especificações Técnicas" no julgamento das propostas estão presentes em outros pontos do Edital, quais sejam: subitens 8.2 do Edital e Anexo 3 (Modelo III – Da Proposta Econômica).

17. A presença e utilização de critérios essencialmente técnicos e, portanto, componentes da fase de habilitação é, por si só, elemento mais que suficiente para considerar o presente Edital eivado de vício.

18. A propósito do tema em comento, o já citado Professor Celso Antônio Bandeira de Mello afirma que "*são muito variados, evidentemente, os vícios que podem ocorrer na fase de classificação. Resultam de desobediência às normas legais ou às regras do edital.* (...) *São os vícios mais comuns, ou mais temíveis:* (...) *IV* – ***classificar com base em critérios que: a) levem a fatores concernentes à qualificação subjetiva do proponente, que atinam, portanto, à fase de habilitação e não à de classificação***; (...)"(Celso Antonio Bandeira de Melo, in "Curso de Direito Administrativo", Malheiros Editores, São Paulo, 2003, p. 553 -554 – grifamos e sublinhamos).

19. Ainda que busque a Comissão Especial de Licitação alegar que especificações técnicas, como "capacidade da aeronave" (em paletes e em quilograma), sejam necessárias à formação do preço a ser ofertado pelo licitante, tal argumentação não prosperará, uma vez que, se assim o fosse, esta especificação constaria da "Planilha de Custos de Formação do Preço", constante da página 42 do Edital, o que não ocorreu.

B) DA ABUSIVA EXIGÊNCIA DE REGULARIDADE FISCAL.

20. O Edital afirma, em seu item 1, que a presente Licitação tem como objetivo "a contratação de serviços de transporte aéreo de cargas em aeronaves cargueiras paletizadas".

21. Mais adiante, no subitem 2.2, esclarece este Edital que as empresas suspensas de licitar com a Administração Pública ou declaradas inidôneas não poderão participar do certame.

Doc: 3675
Fls: 1316
CPMI - CORREIOS
COSIT 03/2005

DENAF 2558

22. Da leitura destes dispositivos, depreende-se que o serviço contratado será prestado unicamente pelo Licitante contratado.

23. Portanto, todo o relacionamento entre as partes durante a Licitação, Contratação e prestação dos serviços será entre o Licitante e a Administração Pública.

24. Quem apresentará a documentação para habilitação, será um dos Licitantes, que apresentará a proposta e executará o serviço objeto da Licitação, caso seja declarado vencedor, **especialmente porque o Edital é claro em vedar, em seu subitem 2.4, a subcontratação ou a transferência/cessão do contrato a terceiros**.

25. Entretanto, contrariando o entendimento acima explicitado, a Comissão Especial de Licitação, no subitem 1.3 do Anexo 4 – "Documentos para Cadastro e/ou Habilitação na ECT", do Edital, exige que os Licitantes apresentem documentos relativos à regularidade fiscal de empresas com as quais tenham celebrado eventuais contratos de arrendamento, locação ou qualquer outro tipo de instrumento que garanta a posse ou disponibilidade de aeronaves.

26. Conforme explicitado no *caput* do artigo 31 da Lei n.º 8666/93, a prova de regularidade fiscal faz parte da documentação necessária à comprovação da qualificação econômico-financeira **dos licitantes**, ou seja, constitui exigência aplicável somente àqueles que se submetem a participar do certame licitatório.

27. É compreensível e justificável a exigência de regularidade fiscal, qualificação técnica, jurídica e econômica dos licitantes, o que em momento algum pretende esta Licitante contestar.

28. Porém, é totalmente descabido efetuar tal exigência da forma como requerido no referido Anexo 4 do Edital, o que configura evidente restrição não só ao princípio da legalidade, mas também ao princípio da competitividade.

29. Considerando que à Administração Pública, e por conseqüência os Correios, é vedado fazer ou deixar de fazer senão em virtude de Lei, não pode a Comissão Especial de Licitação exigir comprovação de regularidade fiscal dos particulares que eventualmente tenham contrato com os Licitantes, portanto, não pode este Edital exigir que pessoa distinta do Licitante se submeta ao disposto na Lei de Licitações, qual seja na Lei n.º 8666/93.

II – DO PEDIDO

53

Doc: 3675
Fls: 1317
CPMI - CORREIOS
DENAF 2057

VARIGLOG

1. Ante o acima exposto e com o objetivo de garantir que a Concorrência n.º .006/2004/CEL/AC se dê de maneira condizente com os princípios e com a legislação relativa às Licitações, e para se garantir aos Correios a possibilidade de realizar a escolha da proposta mais vantajosa para a realização do interesse público almejado, vem a Autora requerer à Comissão Especial de Licitação:

a. Seja este Direito Constitucional de Petição recebido e apreciado;

b. Seja, caso esta Comissão Especial de Licitação entenda que as falhas e irregularidades aqui apontadas de difícil reparação ante ao comprovado desrespeito dos princípios e disposições legais demonstradas, encaminhado à Presidência da ECT requerimento para anular a presente Licitação, nos termos do subitem 2.6 do Edital e do artigo 49 da Lei n.º 8666/93.

Termos em que,
pede deferimento

Brasília, 07 de dezembro de 2004.

VARIG LOGISTICA S/A.
Gustavo de Moraes Soares da Rocha

ECT / AC / DIOPE / DENAF

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ILUSTRÍSSIMO SENHOR DOUTOR PRESIDENTE DA EMPRESA BRASILEIRA DE CORREIOS E TELEGRÁFOS (ECT),

Concorrência n.º .006/2004/CEL/AC

VARIG LOGÍSTICA S.A., concessionária de Serviço Público de transporte aéreo de carga, com sede à Rua Fidêncio Ramos, n.º 223, 14.º andar, na Cidade de São Paulo, Estado de São Paulo, inscrita no CNPJ/MF sob o n.º 04.066.143/0001-57, por meio de seu representante legal e bastante procurador abaixo assinado, vem, **tempestivamente**, em atendimento ao disposto no subitem 9.3, alínea "a" do Edital de Concorrência n.º .006/2004/CEL/AC, e artigo 109, inciso I, alínea "a", da Lei Federal n.º 8.666 de 21 de junho de 1993, Lei de Licitações, interpor o presente

RECURSO ADMINISTRATIVO

, contra a habilitação da licitante **TAF LINHAS AÉREAS S/A.**, pela Comissão Especial de Licitação (CEL/AC), conforme constante da "Ata da Reunião de Julgamento da Habilitação na Concorrência Pública n.º 006/2004 – CEL/AC", publicada no Diário Oficial da União no último dia 30 de novembro, pelos motivos de fato e de Direito a seguir explicitados.

I – RAZÕES DA INABILITAÇÃO

1. A habilitação da Licitante TAF LINHAS AÉREAS S.A., constitui desrespeito não somente às disposições do Edital, mas também desrespeito à própria Lei de Licitações e à Lei que disciplina o processo administrativo, qual seja a Lei Federal n.º 9784, de 09 de janeiro de 1999.

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2. A perdurar esta habilitação será o processo licitatório eivado de grave vício, ante ao desrespeito aos princípios constitucionais e

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administrativos da legalidade, da razoabilidade, da competitividade e principalmente ao interesse público.

3. As razões que justificam a imediata inabilitação da Licitante TAF LINHAS AÉREAS S.A., são:

- **apresentação de balanço patrimonial e demonstrações contábeis irregulares;**
- **apresentação de documentação em idioma diverso da língua portuguesa;**
- **apresentação de documentação fora do prazo de validade e tentativa de fraudar o Certame (*leasing* de aeronave expirado).**

4. As três irregularidades apontadas são mais que suficientes para inabilitar a Licitante, uma vez que comprometeram não somente o entendimento de sua proposta, bem como acarretam violação aos princípios que regem as Licitações, como será a seguir demonstrado.

5. O Licitante que não apresenta os documentos exigidos ou os apresenta incompletos ou defeituosos descumpre seu dever e deverá ser INABILITADO.

A) Apresentação de balanço patrimonial e demonstrações contábeis irregulares:

6. Determina o item 5.1 , "c" do Edital, que a licitante junte a "*comprovação de que possui, na data da Reunião de Licitação , Patrimônio Líquido igual ou superior aos valores estabelecidos para cada item, conforme discriminados...*".

7. Estabelece, ainda, o edital que caso a licitante concorresse a mais de um item, o seu Patrimônio Líquido deverá ser no mínimo igual ou superior ao somatório dos valores exigidos para cada item.

8. A Licitante TAF LINHAS AÉREAS S.A., apresentou proposta para os itens "7" (Belém/Brasília/Rio de Janeiro/Brasília/Belém), cuja exigência é de R$ 900.000,00 e "8" (São Luiz/Teresina/Brasília/Salvador/Brasília/Teresina/ São Luiz), que exige R$ 1.050.000,00 de Patrimônio Líquido. Assim, nos termos do Edital a empresa deveria comprovar Patrimônio Líquido no valor mínimo de R$ 1.950.000,00.

9. Em suas demonstrações contábeis encerradas em 31/12/2003, a Licitante TAF LINHAS AÉREAS S.A. apresentou um saldo de Patrimônio Líquido de R$ 10.776.301,03, o que a primeira vista comprova, com folga, a capacidade de patrimônio exigida pelo Edital.

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10. Contudo, essa assertiva não resiste a uma análise mais acurada das Demonstrações Financeiras da Licitante. De fato, do valor total do patrimônio acima descrito, **R$ 9.905.150,54 são decorrentes de reserva de reavaliação, ou seja, 91,92% do total do Patrimônio Líquido decorre do efeito da reavaliação de ativos**.

11. Apesar de parecer desproporcional, isso significaria que a empresa possui um número expressivo de ativos que estavam sub-avaliados em relação ao seu respectivo valor de mercado, motivo pelo qual a empresa procedeu à reavaliação desses.

12. No entanto, quando se analisa a composição do ativo imobilizado da TAF LINHAS AÉREAS S.A. constatamos que, dos R$ 18.732.438,97 registrados, R$ 14.837.592,90 são de Fundo de Comércio. **Isto é 79,21% do ativo imobilizado desta empresa é intangível**.

13. Ora, a empresa demonstrou que possuí Patrimônio Líquido mínimo requerido pelo edital, **FUNDAMENTALMENTE**, por meio da reavaliação de fundo de comércio, ou seja, registrou como ativo e reavaliou algo de natureza intangível, o que não pode ser considerado para fins de comprovação do Patrimônio Líquido exigido pelo Edital.

14. Aliás, os princípios contábeis brasileiros rezam que os gastos com bens intangíveis devem ser registrados somente pelo seu custo de aquisição, pelo que normalmente possuem saldos de pequeno valor.

15. Contudo, causa-nos espanto uma empresa aérea que almeja prestar serviços à ECT, em um eventual contrato milionário e que apresenta sua solidez patrimonial tendo como principal ativo seu "Fundo de Comércio", representativo de praticamente 50% de todo o ativo e de como dito de quase 80% do seu ativo imobilizado.

B) Apresentação de Documentação em Idioma Diverso da Língua Portuguesa:

16. O Edital de Licitação é omisso quanto ao idioma a ser utilizado para a apresentação de documentação e propostas. Entretanto, as licitações, por consistirem um conjunto de atos e fatos jurídicos que, observado uma sucessão ordenada e conservado sua individualidade, culminam com a satisfação do interesse público de se realizar a contratação mais vantajosa à Administração Pública, são consideradas processos administrativos e devem portanto observar o regramento e os princípios que regulam o processo administrativo.

17. Com o objetivo de regular o processo administrativo no âmbito da Administração Pública Federal, foi promulgada, em 29 de janeiro de 1999, a Lei n.º 9.784. Lei esta que em seu artigo 22, § 1.º, determina:

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*"**Art. 22.** Os atos do processo administrativo não dependem de forma determinada senão quando a lei expressamente a exigir.*

*§ 1.º Os atos do processo devem ser produzidos por escrito, **em vernáculo**, com a data e o local de sua realização e a assinatura de autoridade responsável* "(grifamos).

18. Isto significa dizer que, em qualquer processo administrativo, as informações e documentos que o instruem deverão ser realizadas na forma escrita e na língua própria de nosso país, qual seja, a língua portuguesa.

19. A documentação de habilitação, por si só, não pode ser qualificada como ato do processo administrativo. Entretanto, após sua aceitação e juntada ao Processo Licitatório, esta se reveste no caráter de ato do processo e, portanto, somente poderia ser aceita se produzida em língua portuguesa, especialmente, porque é o Edital omisso quanto a esta questão.

20. Entretanto, não foi este o entendimento da Comissão Especial de Licitação, que erroneamente aceitou a documentação da proponente TAF LINHAS AÉREAS S/A. e, após, declará-la habilitada prosseguiu a realização do Certame com a abertura de prazo para a apresentação de recursos.

21. Da análise da documentação desta Licitante observa-se que os contratos de todas as suas aeronaves apresentados (fls. 47 a 60 de sua documentação de habilitação) estão redigidos na língua inglesa, sem qualquer tradução à língua portuguesa.

22. A apresentação destes documentos sem a devida tradução implica na apresentação de documentação de habilitação não completa, o que, nos termos da alínea "c", do subitem 5.7, do item 5 do Edital, é condição para inabilitação da Licitante.

23. A atitude da Comissão Especial de Licitação em habilitar a Licitante, feriu frontalmente o princípio da legalidade, uma vez que contrariou o disposto na Lei do Processo Administrativo.

24. Em conclusão: a Lei determina regras especiais que disciplinam o processo administrativo, às quais deve a administração pública obedecer, pois esta se subordina ao princípio da legalidade. Vale dizer: ou são os atos administrativos conforme a Lei, ou são eles viciados.

25. **Isso sem se falar na absurda desconsideração dos princípios da isonomia e competitividade, previstos na Constituição Federal e na Lei n.º 8.666/93, uma vez que a maioria das Licitantes apresentou sua documentação em língua portuguesa, ou quando muito acompanhada da devida tradução juramentada.**

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C) Apresentação de documentação fora do prazo de validade e da tentativa de fraudar o Certame (leasing de aeronave expirado):

26. O Edital é claro ao determinar na alínea "a", do subitem 5.7, do item 5 que todos os documentos deverão ser apresentados dentro do prazo de validade neles indicados, além disso a alínea "a" do subitem 1.4 do Anexo 4 do Edital exige que para a comprovação da qualificação técnica dos licitantes seja apresentado o "*Certificado de Propriedade, Contrato de Arrendamento Mercantil, Contrato de Arrendamento Operacional ou outro tipo de contrato de aquisição ou locação que garanta a posse ou a disponibilidade das aeronaves*".

27. **A Licitante ao apresentar o Contrato de *Leasing* da aeronave de prefixo PT-MMA, expirado desde 25 de abril deste ano e desacompanhado de qualquer documento que comprovasse o intuito de renovação desse *Leasing*, não só trouxe a esta Licitação documentação fora do prazo de validade, bem como buscou participar do Certame utilizando-se de aeronave que, aparentemente, não está a ela disponibilizada.**

28. Caso se mantenha a habilitação da Licitante TAF LINHAS AÉREAS S/A. estará sendo totalmente desrespeitado aos princípios da isonomia e competitividade, previstos no artigo 3.º da Lei de Licitações, uma vez que estará tratando de modo desigual as Licitantes, favorecendo a Licitante TAF LINHAS AÉREAS S/A. e prejudicando as demais Licitantes que apresentaram aeronaves de sua posse ou a elas legalmente disponibilizadas.

29. A Comissão Especial de Licitação, ao habilitar esta Licitante deixou de observar o disposto na Lei de Licitações, que recomenda não só a inabilitação de Licitantes irregulares, bem como a aplicação de severas penas ao Licitante que tentar fraudar a Licitação.

II – DO PEDIDO

30. Ante a pertinente alegação, vem a Licitante VARIG LOGÍSTICA S.A., ante todo o exposto, e por restar claro não haver condições legais e editalícias para que seja a Licitante TAF LINHAS AÉREAS S/A. considerada habilitada, requerer:

a. Seja o presente Recurso recebido em seus efeitos devolutivo e suspensivo nos termos do § 2.º do artigo 109 da Lei n.º 8.666/93;

b. Seja a decisão ora recorrida reconsiderada pela r. Comissão Especial de Licitação, **determinando-se a imediata INABILITAÇÃO da Licitante TAF LINHAS**

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AÉREAS S/A., uma vez que esta, conforme demonstrado, apresentou documentação de habilitação incompleta e contrária ao determinado no Edital e na Lei n.º 8666/93;

c. Seja o presente Recurso, independentemente da reconsideração ou não da habilitação pela Comissão de Especial de Licitação, encaminhado para ciência e apreciação do Ilustríssimo Senhor Doutor Presidente da Empresa Brasileira de Correios e Telégrafos, ao qual, desde já se requer a reforma da decisão ora recorrida para **determinar a imediata INABILITAÇÃO da Licitante TAF LINHAS AÉREAS S/A.**, pelas razões anteriormente demonstradas.

Termos em que,
pede deferimento

Brasília, 07 de dezembro de 2004.

VARIG LOGISTICA S/A.
Gustavo de Moraes Soares da Rocha

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VARIG LOG

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ILUSTRÍSSIMO SENHOR DOUTOR PRESIDENTE DA EMPRESA BRASILEIRA DE CORREIOS E TELEGRÁFOS (ECT),

Concorrência n.º .006/2004/CEL/AC

VARIG LOGÍSTICA S.A., concessionária de Serviço Público de transporte aéreo de carga, com sede à Rua Fidêncio Ramos, n.º 223, 14.º andar, na Cidade de São Paulo, Estado de São Paulo, inscrita no CNPJ/MF sob o n.º 04.066.143/0001-57, por meio de seu representante legal e bastante procurador abaixo assinado, vem, **tempestivamente**, em atendimento ao disposto no subitem 9.3, alínea "a" do Edital de Concorrência n.º .006/2004/CEL/AC, e artigo 109, inciso I, alínea "a", da Lei Federal n.º 8.666 de 21 de junho de 1993, Lei de Licitações, interpor o presente

RECURSO ADMINISTRATIVO

, contra a habilitação da licitante **TOTAL LINHAS AÉREAS S/A.**, pela Comissão Especial de Licitação (CEL/AC), conforme constante da "Ata da Reunião de Julgamento da Habilitação na Concorrência Pública n.º 006/2004 – CEL/AC", publicada no Diário Oficial da União no último dia 30 de novembro, pelos motivos de fato e de Direito a seguir explicitados.

I – RAZÕES DA INABILITAÇÃO

1. A habilitação da Licitante TOTAL LINHAS AÉREAS S/A., constitui desrespeito não somente às disposições do Edital, mas também desrespeito à própria Lei de Licitações e à Lei que disciplina o processo administrativo, qual seja a Lei Federal n.º 9784, de 09 de janeiro de 1999.

2. A perdurar esta habilitação será o processo licitatório eivado de grave vício, ante ao desrespeito aos princípios constitucionais e

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administrativos da legalidade, da razoabilidade, da competitividade e principalmente ao interesse público.

3. As razões que justificam a imediata inabilitação da Licitante TOTAL LINHAS AÉREAS S/A., são:

- **não apresentação de prova de inscrição no cadastro de contribuinte municipal;**
- **apresentação de documentação em idioma diverso da língua portuguesa;**

4. As duas irregularidades apontadas são mais que suficientes para inabilitar a Licitante, uma vez que comprometeram não somente o entendimento de sua proposta, bem como acarretam violação aos princípios que regem as Licitações, como será a seguir demonstrado.

5. **O Licitante que não apresenta os documentos exigidos ou os apresenta incompletos ou defeituosos descumpre seu dever e deverá ser INABILITADO.**

A) Não apresentação de prova de inscrição no cadastro de contribuinte municipal:

6. O Edital de Licitação é claro em exigir na alínea "b", do subitem 1.3, do item 1, do Anexo 4, a apresentação pelos Licitantes de "*prova de inscrição no cadastro de contribuinte estadual ou municipal, se houver, relativa ao domicílio ou à sede da licitante, pertinente ao seu ramo de atividade e compatível com o objeto da licitação*".

7. Esta exigência cria aos Licitantes a obrigatoriedade de apresentar à Comissão de Especial de Licitação, na Reunião de Habilitação, caso possuam, esses referidos documentos.

8. A Licitante TOTAL LINHAS AÉREAS S/A. apesar de apresentar Certidão Negativa de Tributos Municipais, (fls. 55 de sua documentação de habilitação), deixou de apresentar o documento comprobatório de sua inscrição no cadastro de contribuinte municipal, apresentando em seu lugar (às fls. 51), um "Alvará de Licença para Localização", documento que como seu próprio nome diz, dispõe sobre "Licença para Localização" e não sobre a exigida comprovação de inscrição no cadastro de contribuinte municipal.

9. **A Licitante deixou, portanto, de apresentar a prova de sua inscrição no cadastro de contribuinte municipal**, trazendo à análise da Comissão Especial de Licitação documentação de habilitação não completa, contrariando o previsto na alínea "b", do subitem 1.3, do item 1, do Anexo 4 do Edital. O que nos termo da alínea "c", do subitem 5.7, do item 5 deste Edital é **condição para que seja a Licitante considerada inabilitada a oferecer propostas neste Certame**.

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10. Este entendimento tanto é verdadeiro, que esta Comissão Especial de Licitação, ao analisar a documentação de habilitação da Licitante ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA., entendeu por bem, inabilitá-la, alegando que esta Licitante "*Não apresentou a prova de inscrição no cadastro de contribuinte municipal, contrariando a alínea 'b' do subitem 1.3 do Anexo 4 do Edital*", conforme consta da Ata da Reunião de Julgamento da Habilitação na Concorrência Pública n.º 006/2004-CEL/AC.

11. Observe-se que a Licitante ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA., também apresentou a Certidão Negativa de Tributos Municipais e, mesmo assim, foi inabilitada. Portanto não poderá ser aceita qualquer argumentação, tanto da Comissão Especial de Licitação, quanto da Licitante TOTAL LINHAS AÉREAS S/A., de que a referida Certidão Negativa de Tributos Municipais por si só serviria como "*prova de inscrição no cadastro de contribuinte municipal*".

12. E, não venha a Licitante alegar em sua eventual Contra-Razões que este documento é válido por conter o número de sua inscrição municipal. Aceitar tal alegação, equivaleria a aceitar a apresentação de cópia da Declaração de Imposto de Renda - Pessoa Jurídica, no lugar da prova de inscrição no Cadastro Nacional de Pessoas Jurídicas do Ministério da Fazenda, CNPJ/MF, exigida na alínea "a", do subitem 1.3, do item 1, do Anexo 4 do Edital.

13. A Comissão Especial de Licitação, caso mantenha a habilitação da Licitante TOTAL LINHAS AÉREAS S/A. estará agindo em total desrespeito aos princípios da isonomia e competitividade, previstos no artigo 3.º da Lei de Licitações, uma vez que estará tratando de modo desigual as Licitantes, favorecendo a Licitante TOTAL LINHAS AÉREAS S/A. e prejudicando não só a Licitante ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA., bem como todas as demais Licitantes que apresentaram a referida certidão.

B) Apresentação de Documentação em Idioma Diverso da Língua Portuguesa:

14. O Edital de Licitação é omisso quanto ao idioma a ser utilizado para a apresentação de documentação e propostas. Entretanto, as licitações, por consistirem um conjunto de atos e fatos jurídicos que, observado uma sucessão ordenada e conservado sua individualidade, culminam com a satisfação do interesse público de se realizar a contratação mais vantajosa à Administração Pública, são consideradas processos administrativos e devem portanto observar o regramento e os princípios que regulam o processo administrativo.

15. Com o objetivo de regular o processo administrativo no âmbito da Administração Pública Federal, foi promulgada, em 29 de janeiro de 1999, a Lei n.º 9.784. Lei esta que em seu artigo 22, § 1.º, determina:

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*"**Art. 22.** Os atos do processo administrativo não dependem de forma determinada senão quando a lei expressamente a exigir.*

*§ 1.º Os atos do processo devem ser produzidos por escrito, **em vernáculo**, com a data e o local de sua realização e a assinatura de autoridade responsável* "(grifamos).

16. Isto significa dizer que, em qualquer processo administrativo, as informações e documentos que o instruem deverão ser realizadas na forma escrita e na língua própria de nosso país, qual seja, a língua portuguesa.

17. A documentação de habilitação, por si só, não pode ser qualificada como ato do processo administrativo. Entretanto, após sua aceitação e juntada ao Processo Licitatório, esta se reveste no caráter de ato do processo e, portanto, somente poderia ser aceita se produzida em língua portuguesa, especialmente, porque é o Edital omisso quanto a esta questão.

18. Entretanto, não foi este o entendimento da Comissão Especial de Licitação, que erroneamente aceitou a documentação da proponente TOTAL LINHAS AÉREAS S/A. e, após, declará-la habilitada prosseguiu a realização do Certame com a abertura de prazo para a apresentação de recursos.

19. Da análise da documentação desta Licitante observa-se que os contratos de todas as suas aeronaves apresentados (fls. 59 a 119 e 121 a 411 de sua documentação de habilitação) estão redigidos na língua inglesa, sem qualquer tradução à língua portuguesa.

20. A apresentação destes documentos sem a devida tradução implica na apresentação de documentação de habilitação não completa, o que, nos termos da alínea "c", do subitem 5.7, do item 5 do Edital, é condição para inabilitação da Licitante.

21. A atitude da Comissão Especial de Licitação em habilitar a Licitante, feriu frontalmente o princípio da legalidade, uma vez que contrariou o disposto na Lei do Processo Administrativo.

22. A Lei determina regras especiais que disciplinam o processo administrativo, às quais deve a administração pública obedecer, pois esta se subordina ao princípio da legalidade. Vale dizer: ou são os atos administrativos conforme a Lei, ou são eles viciados.

23. Isso sem se falar na absurda desconsideração dos princípios da isonomia e competitividade, previstos na Constituição Federal e na Lei n.º 8.666/93, uma vez que a maioria das Licitantes apresentou sua documentação em língua portuguesa, ou quando muito acompanhada da devida tradução juramentada.

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II – DO PEDIDO

24. Ante a pertinente alegação, vem a Licitante VARIG LOGÍSTICA S.A., ante todo o exposto, e por restar claro não haver condições legais e editalícias para que seja a Licitante TOTAL LINHAS AÉREAS S/A. considerada habilitada, requerer:

a. Seja o presente Recurso recebido em seus efeitos devolutivo e suspensivo nos termos do § 2.º do artigo 109 da Lei n.º 8.666/93;

b. Seja a decisão ora recorrida reconsiderada pela r. Comissão Especial de Licitação, **determinando-se a imediata INABILITAÇÃO da Licitante TOTAL LINHAS AÉREAS S/A.**, uma vez que esta, conforme demonstrado, apresentou documentação de habilitação incompleta e contrária ao determinado no Edital e na Lei n.º 8666/93;

c. Seja o presente Recurso, independentemente da reconsideração ou não da habilitação pela Comissão de Especial de Licitação, encaminhado para ciência e apreciação do Ilustríssimo Senhor Doutor Presidente da Empresa Brasileira de Correios e Telégrafos, ao qual, desde já se requer a reforma da decisão ora recorrida para **determinar a imediata INABILITAÇÃO da Licitante TOTAL LINHAS AÉREAS S/A.**, pelas razões anteriormente demonstradas.

Termos em que,
pede deferimento

Brasília, 07 de dezembro de 2004.

VARIG LOGISTICA S/A.
Gustavo de Moraes Soares da Rocha

ECT / AC / DIOPE / DENAF

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ILUSTRÍSSIMO SENHOR DOUTOR PRESIDENTE DA EMPRESA BRASILEIRA DE CORREIOS E TELEGRÁFOS (ECT),

Concorrência n.º .006/2004/CEL/AC

VARIG LOGÍSTICA S.A., concessionária de Serviço Público de transporte aéreo de carga, com sede à Rua Fidêncio Ramos, n.º 223, 14.º andar, na Cidade de São Paulo, Estado de São Paulo, inscrita no CNPJ/MF sob o n.º 04.066.143/0001-57, por meio de seu representante legal e bastante procurador abaixo assinado, vem, **tempestivamente**, em atendimento ao disposto no subitem 9.3, alínea "a" do Edital de Concorrência n.º .006/2004/CEL/AC, e artigo 109, inciso I, alínea "a", da Lei Federal n.º 8.666 de 21 de junho de 1993, Lei de Licitações, interpor o presente

RECURSO ADMINISTRATIVO

, contra a habilitação da licitante **SKYMASTER AIR LINES LTDA.**, pela Comissão Especial de Licitação (CEL/AC), conforme constante da "Ata da Reunião de Julgamento da Habilitação na Concorrência Pública n.º 006/2004 – CEL/AC", publicada no Diário Oficial da União no último dia 30 de novembro, pelos motivos de fato e de Direito a seguir explicitados.

I – RAZÕES DA INABILITAÇÃO

1. A habilitação da Licitante SKYMASTER AIR LINES LTDA., constitui desrespeito não somente às disposições do Edital, mas também à Lei de Licitações.

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2. A perdurar esta habilitação será o processo licitatório eivado de grave vício, ante ao desrespeito aos princípios constitucionais e administrativos da legalidade, da razoabilidade, da competitividade e principalmente ao interesse público.

3. As razões que justificam a imediata inabilitação da Licitante SKYMASTER AIR LINES LTDA., são:

- **apresentação de documentação irregular e tentativa de fraudar o Certame.**

4. A irregularidade apontada é mais que suficiente para inabilitar a Licitante, uma vez que acarreta em grave violação aos princípios que regem as Licitações, como será a seguir demonstrado.

5. O Licitante que não apresenta os documentos exigidos ou os apresenta incompletos ou defeituosos descumpre seu dever e deverá ser INABILITADO.

Apresentação de documentação irregular:

6. O Edital é claro ao determinar na alínea "a" do subitem 1.4 do Anexo 4 que para a comprovação da qualificação técnica dos licitantes seja apresentado o "*Certificado de Propriedade, Contrato de Arrendamento Mercantil, Contrato de Arrendamento Operacional ou outro tipo de contrato de aquisição ou locação que garanta a posse ou a disponibilidade das aeronaves*".

7. A Licitante SKYMASTER AIR LINES LTDA. quando de sua comprovação técnica, apresentou a documentação relativa ao arrendamento da aeronave de prefixo PT-WUS. Nesta documentação consta como proprietária e arrendatária a empresa "*FORCEFIELD INC.*" (fls. 11 a 56 de seus documentos de habilitação), entretanto, o certificado de matrícula desta aeronave, expedido pelo Departamento de Aviação Civil – DAC (fls. 57) traz como proprietário desta aeronave, a empresa "CITIZEN HOLDINGS LDA.".

8. O mesmo ocorre com a aeronave de prefixo PT-WSM, na documentação relativa ao arrendamento desta aeronave, consta como empresa proprietária e arrendatária a "*FORCEFIELD LIMITED*", porém no certificado de matrícula desta aeronave, expedido pelo Departamento de Aviação Civil – DAC (fls. 101) consta como sua proprietária a empresa "OMEGA AIR LIMITED".

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9. Resta clara a irregularidade, afinal, como poderia a empresa arrendar uma aeronave de uma determinada empresa e registrá-la no DAC como sendo de propriedade de outra empresa?

10. A Licitante ao apresentar Contratos de Arrendamento com proprietários distintos daqueles indicados pelos certificados de matrícula expedidos pelo DAC, não só trouxe a esta Licitação documentação irregular e incompleta, bem como buscou participar do Certame utilizando-se de aeronaves que, aparentemente, não estão a ela regularmente disponibilizadas.

11. Caso se mantenha a habilitação da Licitante SKYMASTER AIR LINES LTDA. estará sendo totalmente desrespeitado aos princípios da isonomia e competitividade, previstos no artigo 3.º da Lei de Licitações, uma vez que estará tratando de modo desigual as Licitantes, favorecendo a Licitante SKYMASTER AIR LINES LTDA. e prejudicando as demais Licitantes que apresentaram aeronaves de sua posse ou a elas legalmente disponibilizadas.

12. A Comissão Especial de Licitação, ao habilitar esta Licitante deixou de observar o disposto na Lei de Licitações, que recomenda não só a inabilitação de Licitantes irregulares, bem como a aplicação de severas penas ao Licitante.

II – DO PEDIDO

13. Ante a pertinente alegação, vem a Licitante VARIG LOGÍSTICA S.A., ante todo o exposto, e por restar claro não haver condições legais e editalícias para que seja a Licitante SKYMASTER AIR LINES LTDA. considerada habilitada, requerer:

a. Seja o presente Recurso recebido em seus efeitos devolutivo e suspensivo nos termos do § 2.º do artigo 109 da Lei n.º 8.666/93;

b. Seja a decisão ora recorrida reconsiderada pela r. Comissão Especial de Licitação, **determinando-se a imediata INABILITAÇÃO da Licitante SKYMASTER AIR LINES LTDA.**, uma vez que esta, conforme demonstrado, apresentou documentação de habilitação incompleta e contrária ao determinado no Edital e na Lei n.º 8666/93;

c. Seja o presente Recurso, independentemente da reconsideração ou não da habilitação pela Comissão de Especial de Licitação, encaminhado para ciência e apreciação do Ilustríssimo Senhor Doutor Presidente da Empresa Brasileira de Correios e Telégrafos, ao qual, desde

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já se requer a reforma da decisão ora recorrida para **determinar a imediata INABILITAÇÃO da Licitante SKYMASTER AIR LINES LTDA.**, pelas razões anteriormente demonstradas.

Termos em que,
pede deferimento

Brasília, 07 de dezembro de 2004.

VARIG LOGISTICA S/A.
Gustavo de Moraes Soares da Rocha

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ILMO. SR. PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO – CEL/AC

ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA. ("ATA"), por meio de seu representante abaixo firmado, devidamente qualificada nos autos do Processo Administrativo da Concorrência nº 006/2004/CELAC, cujo objeto é a "contratação de serviços de transporte aéreo de cargas em aeronaves cargueiras paletizadas", vem à presença de V.Sa., interpor o presente

RECURSO ADMINISTRATIVO

contra a decisão da Colenda Comissão em inabilitar a requerente, o que faz com fundamento no art. 109, I, alínea "a" da Lei 8.666/93, pelo qual requer a V.Sa. que se digne de receber, mandar processar o presente Recurso e, caso não reconsidere o teor daquela decisão, encaminhá-lo a Autoridade Superior, tudo nos termos da lei epigrafada, atribuindo a presente medida, desde já, EFEITO SUSPENSIVO, conforme dispõe os §§ 2º e 4º do art. 109.

Nestes Termos,
Pede Deferimento.

Fortaleza, 07 de dezembro de 2004.

ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA.

Fabiano Gadelha de Moura
ATA ATLANTICO TRANSPORTE AEREO LTDA.
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DIRETOR FINANCEIRO

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RAZÕES DE RECURSO ADMINISTRATIVO que oferece a ATA, nos autos do Processo Licitatório da Concorrência nº 006/2004/CELAC.

DA TEMPESTIVIDADE

A Recorrente restou cientificada da decisão ora recorrida com a publicação, no último dia 30 de novembro do corrente ano, da Ata de Reunião de Julgamento da Habilitação da Concorrência Pública nº 006/2004/CELAC. .

Conforme disposto no art. 109, I, § 1°, combinado com o art. 110 da Lei 8.666/93 e no item 9.3 do Edital, o prazo para interpor o presente recurso administrativo teve seu "*dies a quo*" no dia 1º p. passado, findando-se no dia 07 do corrente mês de dezembro. Sendo assim, é de ser declarado tempestivo o presente recurso.

DOS FATOS

A Empresa Brasileira de Correios e Telégrafos – ECT, através da Administração Central, publicou o Edital de Concorrência nº 006/2004/CELAC dispondo-o sob a Modalidade "Concorrência", do Tipo "Menor Preço", cujo Objeto é a "contratação de serviços de transporte aéreo de cargas em aeronaves cargueiras paletizadas".

Recebidas as propostas apresentadas pelos licitantes em reunião convocada para o último dia 25 de novembro do corrente ano, deliberou a Comissão Especial de Licitação em suspender a reunião face o grande número de questionamentos apresentados, promovendo a divulgação do resultado quanto à

habilitação ou não em publicação no Diário Oficial da União, ocorrida no último dia 30 p.passado, nos seguintes termos:

"Habilitar as seguintes licitantes: BETA – Brazilian Express Transportes Aéreos Ltda.; Skymaster Airlines Ltda.; TAF Linhas Aéreas S/A; Total Linhas Aéreas s/A;

Inabilitar as seguintes licitantes: Air Brasil Linhas Aéreas Ltda.; **Ata – Atlântico Transporte Aéreo Ltda.**; RLA – Rico Linhas Aéreas S/A; TCB – Transportes Charter do Brasil; Varig Logística S/A ".

Tendo em vista que a empresa ora recorrente cumpriu rigorosamente todos os requisitos elencados no Instrumento Convocatório está a ser integralmente reformada a decisão da douta Comissão que a considerou inabilitada no certame.

DO MÉRITO

1. A Douta Comissão registrou na Ata de Julgamento da Habilitação que a recorrente ATA **"não apresentou a prova de inscrição no cadastro de contribuintes municipal, contrariando a alínea 'b' do subitem 1.3 do Anexo 4 do Edital"**, o qual assim determina:

> **"prova de inscrição no cadastro de contribuintes estadual ou municipal, se houver, relativa ao domicílio ou à sede da licitante, pertinente ao seu ramo de atividade e compatível com o objeto da licitação."**

Note-se que mencionado item não exige como requisito de habilitação que os licitantes apresentem inscrição municipal, pois disponibiliza como alternativa a

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apresentação de prova de inscrição no cadastro de contribuintes estadual, conforme determina a Lei de Licitações, art. 29, II.

Ao comentar a supracitada norma, ensina Marçal Justen Filho (Justen Filho, Marçal. Comentários à Lei de Licitações e Contratos Adminstrativos. 8ª Ed. São Paulo: Dialética, 2001. p. 317):

> *"3.2) Cadastros Estadual e Municipal*
>
> ***O inc. II desperta alguma dúvida em virtude da conjunção 'ou' constante de sua redação**. Já se verificou hipótese em que o sujeito pretendia escolher entre o cadastro municipal e o estadual. Tal alternativa não se põe. **O dispositivo deve ser interpretado no sentido de que a natureza da atividade a ser desenvolvida no curso da contratação determinará a inscrição cadastral.** Assim, por exemplo, suponha-se contrato de prestação de serviços sujeito ao ISS. Não é possível apresentar prova de inscrição no cadastro estadual, eis que a atividade a ser desenvolvida acarretará a incidência de ISS (tributo de competência municipal). Será possível deixar de apresentar comprovante de inscrição no cadastro estadual em caso de prova da ausência de sua existência. **Se a atividade objeto da contratação caracterizar incidência de tributo municipal, será desnecessária e imprestável a comprovação de inscrição no cadastro estadual.***
>
> *Ou seja, a parte inicial do inc. II deve ser interpretada em consonância com a parte final ('pertinente ao seu ramo de atividade e compatível com o objeto contratual'). Torna-se claro o motivo da utilização da conjunção referida ('ou'). **Não se trata de remeter à escolha do licitante, mas de adequar a***

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exigência à natureza da atividade desenvolvida e à competência tributária estadual ou municipal. *(...)"*

Ora, conforme se verifica no Edital nº 006/2004/CELAC o seu objeto é a contratação de serviços de transporte aéreo de cargas em aeronaves cargueiras paletizadas, **atividade sobre a qual não há incidência de ISS ou quaisquer outros impostos ou taxas municipais.**

Neste sentido, nos documentos de habilitação da ATA consta, como exigido, a prova de inscrição no cadastro de contribuintes estadual, nos termos do instrumento convocatório e legislação em vigor.

Importante ressaltar que a prova de inscrição municipal não é exigência absoluta para determinar a inabilitação dos licitantes, considerando que a ATA apresentou a esta Comissão prova não apenas de sua inscrição, mas de quitação perante as Secretarias da Fazenda do Estado do Ceará e do Município de Fortaleza, encontrando-se devidamente em dia com suas obrigações estaduais e municipais, conforme determina o Edital, não podendo tal argumentação ser utilizada como fundamento para inabilitá-la.

Outro não é o entendimento do E. Tribunal Regional Federal da 1ª Região, conforme ementa da Apelação em Mandado de Segurança nº 1999.38.00.034330-8/MG, de relatoria da Des. Federal Selene Maria de Almeida, publicada no Diário de Justiça de 16/10/2003, abaixo transcrita:

"ADMINISTRATIVO. LICITAÇÃO. HABILITAÇÃO. INSCRIÇÃO NA FAZENDA ESTADUAL. REQUISITO. AUSÊNCIA DE PREVISÃO NO EDITAL. FATO IMPEDITIVO. INOCORRÊNCIA. **ART. 29, II, DA LEI 8.666/93. EXIGÊNCIA. ATIVIDADE A SER DESENVOLVIDA NA EXECUÇÃO DO OBJETO LICITADO.**

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1. (...)

2. (...)

3. A inscrição de contribuinte no cadastro do Estado, prevista no artigo 29, II, da Lei nº 8.666/93, o qual integra a documentação relativa à regularidade fiscal, somente constituirá requisito para a habilitação no certame se a atividade a ser desenvolvida no curso do contrato for condicionada à sua prévia existência.

4. Apelação improvida."

Conforme o princípio da vinculação ao instrumento convocatório, as regras constantes do edital são rigorosamente vinculantes, prevalecendo do início ao fim da licitação, desde que não sejam devidamente alteradas, obrigando a Administração e os licitantes a comportarem-se dentro dos exatos limites fixados no Edital, quer em relação às normas procedimentais quer quanto às materiais. O Edital faz Lei entre as partes.

Desta forma, a Administração Pública, inabilitando a Recorrente, está desobedecendo não só o Edital como a própria Lei, ao exigir da ATA a apresentação de documento que pode e foi devidamente substituído, ainda que não pudesse ser requerido.

Tal decisão feriu dois princípios basilares do Direito Administrativo: primeiramente, e sem dúvida o mais importante, o da legalidade, pois a Lei define as condições da atuação dos agentes administrativos estabelecendo a ordenação dos atos a serem praticados e impondo condições excludentes de escolhas pessoais, o que na realidade não ocorreu, e, em segundo lugar, o princípio da livre concorrência, uma vez que nenhuma outra empresa licitante foi inabilitada por descumprir cláusula que não constava no Instrumento Convocatório.

O julgamento das propostas por parte da Administração Pública deve ser objetivo. E julgar objetivamente, é julgar vinculado aos comandos da Lei,

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confrontando as propostas com os ditames editalícios, sem que os valores subjetivos induzam a Comissão à projetar uma análise baseada em hipóteses ou possibilidades subjetivas ou potenciais de uma proposta licitatória.

Os licitantes devem desfrutar da certeza de que as regras que se aplicarão no julgamento das propostas são as que estão no edital, razão por que somente poderão constar do ato convocatório as regras objetivas e compatibilizadas com os preceitos e princípios editalícios.

Ora, tendo a ATA cumprido todos os requisitos editalícios e se encontrando apta a realizar o objeto licitado, como foi comprovado através da apresentação da inscrição no cadastro de contribuintes estadual e da certidão negativa de débitos municipais, não cabe proceder a sua inabilitação.

Estar-se-ia diante de, no mínimo, uma incompatibilidade entre os requisitos elencados no instrumento convocatório e o julgamento da Douta Comissão.

Ressalte-se que o não cumprimento ao estabelecido pelo instrumento convocatório atribui conduta subjetiva a Administração, a qual é vedada por Lei conforme versa o artigo 45 da Lei 8.666/93:

> "O julgamento das propostas será objetivo, devendo a Comissão de Licitação ou o responsável pelo convite realizá-lo em conformidade com os tipos de licitação, os critérios previamente estabelecidos no ato convocatório e de acordo com os fatores exclusivamente nele referidos, de maneira a possibilitar sua aferição pelos órgãos de controle".

Procedendo a análise corretamente, é fácil constatar que a ATA cumpre todos os requisitos da fase de habilitação, sendo sua inabilitação totalmente

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equivocada por estar em desacordo com o disposto no próprio edital, o qual consiste no instrumento em que deve constar toda a forma de julgamento das propostas, devendo ser atendido não apenas pelos licitantes, mas principalmente pela Administração Publica.

Partindo do pressuposto que o julgamento por parte da Comissão Especial de Licitação tem que ser feito o mais objetivamente possível, a Requerente não pode aceitar o julgamento consubstanciado na Ata publicada no dia 30 de novembro que em nada condiz como a realidade do que foi apresentado pela ATA, pois como demonstrado na Habilitação não restam dúvidas quanto ao cumprimento as exigências do Edital.

Ademais, ainda que restassem superados os argumentos supra, outra não poderá ser a conclusão senão a reforma da decisão visando declarar habilitada a ora Recorrente.

Veja-se que a Certidão Negativa de Débito de Tributos Municipais, apresentada à fl. 374 dos documentos da empresa ATA, trás, em seu bojo, o número de Inscrição de ISS da mesma: 186648-6. Tal número nada mais é que o próprio número de Inscrição Municipal da empresa junto à Prefeitura Municipal de Fortaleza – CE, conforme resta inconteste na cópia do Cartão de Inscrição Municipal, ora anexada.

Diante do exposto, restam dúvidas quanto ao cumprimento do disposto no item 1.3 do Anexo 4 do Edital pela ATA, de modo que a Douta Comissão deverá rever seu julgamento, considerando a apresentação da prova de inscrição no cadastro de contribuintes estadual e da Certidão Negativa de Débitos (CND) Municipais como atendimento ao disposto no item supra.

2. A ATA foi declarada inabilitada pela Douta Comissão, com fundamento na alínea "a.1.1" do subitem 5.2 do edital, sob a alegação de que nos

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atestados de capacidade técnica apresentados pela empresa não foram identificados serviços compatíveis em características, quantidade e prazo ao objeto do Edital.

Assim, cumpre-nos, ressaltar as exigências contidas no Instrumento Convocatório, subitem 5.2, o qual em sua alínea "a.1.1" determina:

> "Atestado(s) de Capacidade Técnica, fornecido(s) por pessoa jurídica de direito público ou privado, que comprove(m) aptidão da licitante para desempenho de atividade pertinente e compatível em características, quantidade e prazos com o objeto da licitação, conforme Anexo 6 deste Edital."

Com o objetivo de comprovar a capacidade técnica exigida pelo Instrumento Convocatório, a Requerente apresentou dois atestados de capacidade técnica emitidos pelo Banco Central do Brasil e Editora Abril S.A., os quais demonstram sua experiência em realizar o transporte aéreo regular de cargas em aeronaves cargueiras paletizadas, conforme o objeto licitado.

Ocorre que a Douta Comissão, com a fundamentação constante na Ata de Julgamento, declarou que a ATA não está apta a permanecer no certame por falta de experiência na execução do objeto licitado.

A Douta Comissão, ao entender, que a ATA não comprovou o exercício de atividade semelhante e compatível com o objeto do Edital deixou de considerar o relacionamento da recorrente com a Empresa Brasileira de Correios e Telégrafos – ECT, **pois com o conhecimento do órgão licitante**, a **ATA realizou o serviço de transporte de cargas à Empresa Brasileira de Correios e Telégrafos – ECT diariamente no período de 23 de agosto de 2004 a 23 de setembro de 2004**, através da subcontratação dos serviços prestados pela Total Linhas Aéreas S/A, na

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qual a ATA foi obrigada a apresentar todos os documentos comprobatórios de sua regularidade fiscal e capacidade técnica para fins de aprovação legal da subcontratação.

Tal prestação de serviços se deu, de modo incontestável e em características semelhantes com o objeto do presente processo licitatório.

A inabilitação da ATA é equivocada por não estar de acordo com o disposto no próprio edital, o qual é o instrumento em que deve constar toda a forma de julgamento das propostas, devendo ser atendido não apenas pelos licitantes, mas principalmente pela Administração Publica.

O não cumprimento ao estabelecido pelo instrumento convocatório atribui conduta subjetiva a Administração, a qual e vedada por Lei, nos termos do artigo 45 da Lei de Licitações, acima transcrito.

Ademais, tendo por base que a licitação é do tipo menor preço, a qual tem o escopo de habilitar o maior número de concorrentes possível, para, realmente, selecionar a proposta mais vantajosa a Administração Publica, é inadmissível que uma concorrente com a capacidade técnica e alto relevo da ATA, atestados oficialmente por entidade publica como esta licitante e privada, seja inabilitada, havendo demonstrado sua qualificação técnica nos termos do Edital. Pois, como bem explica Marçal Justen Filho:

> "A definição do tipo de licitação produz reflexos não apenas sobre o julgamento das propostas. O próprio procedimento licitatório, em toda sua fase externa, variará consoante o tipo de licitação. **Uma licitação de menor preço exige menor pesquisa acerca de questões técnicas. Não há necessidade de exames mais aprofundados sobre essas matérias.**

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Logo, o julgamento (e o procedimento em seu todo) será concentrado em questões econômico-financeiras. O preço representa o fator de maior relevância, em princípio, para a seleção de qualquer proposta".

Partindo do pressuposto que o julgamento por parte da Comissão Especial de Licitação tem que ser feito o mais objetivamente possível, a Requerente vem, através deste recurso de defesa, solicitar a esta Douta Comissão técnica a reavaliação do juízo de valor consubstanciado na Ata de Julgamento publicada no dia 30 de novembro de 2004, tendo em vista que foram atendidas todas as exigências do certame em sua primeira fase de habilitação (Patrimônio líquido, balanço patrimonial, comprovação das inscrições nas receitas federal, estadual e municipal, certidões negativas de débito junto ao INSS, certificado de regularidade do FGTS, etc), constituindo-se em absurda injustiça que a mesma reste inabilitada por falha na forma em que foram apresentados os mencionados Atestados de Capacidade Técnica.

Veja-se que a própria Comissão admitiu os Atestados de Capacidade técnica fornecidos pelos Correios, por exemplo, às empresas Total e Skymaster, relevando que no corpo dos referidos atestados não constam os dados de peso e volume transportados e nem a freqüência do serviço.

Importante ressaltar que tal decisão encontra amparo tanto na legislação quanto no Edital do presente certame, conforme se depreende do disposto na alínea "b" do item 2.5, e decorreu do correto entendimento, pela Comissão, da capacidade técnica dos licitantes.

Necessário se faz ressaltar que não é interesse da Requerente alegar sua capacidade técnica por meio de documentos ou fatos não apresentados em sua proposta, mesmo porque tal conduta é contrária a Lei de Licitação, tão defendida nesta manifestação.

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Em que pesem os atestados apresentados pela ATA e a sua incontestável experiência na área, também é do conhecimento da Douta Comissão que a ora recorrente é uma empresa regular de carga aérea de passageiros e mala postal, aprovada pelo Departamento de Aviação Civil DAC, através de contrato de concessão entre as partes aprovado em 29/10/2004.

Apenas para encerrar a questão da comprovação da qualificação técnica pela ATA, caso a Douta Comissão tivesse quaisquer dúvidas sobre a condição técnica daquela, poderia utilizar-se da sua prerrogativa de realizar diligências e constatar a experiência da Requerente, conforme prescreve o art. 43, §3º, da Lei de Licitações.

> "É facultada à Comissão ou autoridade superior, em qualquer fase da licitação, a promoção de diligência destinada a esclarecer ou a complementar a instrução do processo, vedada a inclusão posterior de documento ou informação que deveria constar originariamente da proposta."

Agindo desta maneira, acredita-se que quaisquer dúvidas que pudessem pairar sobre os atestados de responsabilidade técnica constantes nos documentos de habilitação da Recorrente, seriam totalmente dirimidas, restando comprovada a competência da empresa ATA para executar o objeto licitado.

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CONCLUSÃO

Diante de todo o exposto, a ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA. requer à Colenda Comissão que seja reforme a decisão de inabilitação proferida, para declarar a habilitação da mesma para prosseguir no certame, por cumprir todos os requisitos do Edital, inclusive, a alínea "b" do subitem 1.3 do Anexo 4 e a alínea "a.1.1" do subitem 5.2. do Edital, como demonstrado.

Requer, ainda, a imediata comunicação da apreciação do presente Recurso, para que se promova a ampla defesa de seus direitos como é de justiça.

Termos em que,
Pede deferimento.

ATA – ATLÂNTICO TRANSPORTE AÉREO LTDA.

Fabiano Gadelha de Moura
ATA ATLANTICO TRANSPORTE AEREO LTDA.
CPF: 505.848.983 - 04
DIRETOR FINANCEIRO

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DENAF 2128

PREFEITURA MUNICIPAL DE FORTALEZA
SECRETARIA DE FINANÇAS
ISS - IMPOSTO SOBRE SERVIÇOS
CADASTRO DE PRODUTORES DE BENS E SERVIÇOS - CPBS

CARTÃO DE INSCRIÇÃO

INSCRIÇÃO	CPF/CNPJ	INÍCIO DE ATIVIDADE
186648-6	04239234/0001-47	03/01/2004

NOME
ATA ATLANTICO TRANSPORTE AEREO LTDA

NOME DE FANTASIA

CÓDIGO E DESCRIÇÃO DA ATIVIDADE ECONÔMICA PRINCIPAL
6210-3/00.00 TRANSPORTE AEREO, REGULAR

CÓDIGO E DESCRIÇÃO DO TIPO DE CONTRIBUINTE
1 EMPRESA

ENDEREÇO
AV SEN CARLOS JEREISSATI 0-40 AEROP ORTO
AEROPORTO
60132-400 FORTALEZA CE

Este cartão deverá ser apresentado para todos os atos junto à SECRETARIA DE FINANÇAS

DATA DE EMISSÃO
07/12/2004

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N/Nº

ILUSTRÍSSIMO SENHOR PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO DA EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS

REF: CI/ASS/DENAF – 3284/2004
NOTA JURÍDICA DEJUR/DCOR – 1228/2004
Edital de Concorrência n.º 006/2004/CEL/AC

RLA RICO LINHAS AÉREAS, com sede na Avenida Santos Dumont, 1916, Tarumã, na cidade de Manaus - AM, por seu advogado infra-assinado, vem, respeitosamente, à presença de Vossa Senhoria, ciente da sua inabilitação no certame em referência, vem, apresentar **RECURSO** frente à mesma, nas razões em anexo, que após sua tramitação de praxe deverão ser enviadas à superior instância, para que nova decisão seja proferida.

P. Deferimento

Campinas, 06 de dezembro de 2004.

FRANCISCO SÉRGIO BOCAMINO RODRIGUES
OAB/SP 107.459

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03/2005

DENAF 2516

Processo nº Edital de Concorrência n.º 006.2004/2004/CEL/AC

NOTA JURÍDICA DEJUR/DCOR – 1228/2004
Recorrente: RLA RICO LINHAS AÉREAS S/A

Recorrido: PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO DA EMRESA BRASILEIRA DE CORREIOS E TELEGRÁFOS

RAZÕES DO RECORRENTE

PRELIMINARMENTE

DATEMPESTIVIDADE DA IMPUGNAÇÃO APRESENTADA

Constam das razões da decisão acima, que a impugnação apresentada por esta recorrente é intempestiva, pois apresentada em 23 de novembro de 2004, e, a mesma foi recebida como *mera* informação.

Os envelopes foram abertos no dia 25 de novembro de 2004, uma quinta-feira. A impugnação foi apresentada no dia 23 de novembro de 2004, uma terça-feira. De terça á quinta-feira, existe um espaço de quarenta e oito horas, ou seja, dois dias, de modo que a impugnação apresentada é tempestiva.

A ECT por meio de seu Departamento Jurídico, emitiu Nota Jurídica asseverando que a impugnação em tela, não só da recorrente como de outra concorrente foi recebida apenas como mera informação, tendo em vista ser considerada como intempestiva.

Nesse particular, impõe-se que há interpretação equivocada, pois na própria Lei de Licitações e nos Editais da ECT, reza cláusula que na contagem dos prazos inclui-se o primeiro dia de contagem e exclui-se o último dia de contagem, pois este é o dia do evento, portanto, a ECT desconsiderou tal sistemática, adotando dispositivo diferente.

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DENAF 2826

Digne-se a ECT, que mesmo que hipoteticamente fosse intempestiva a impugnação, pela seriedade de seus profissionais, avaliasse a questão de forma a proporcionar a ampliação da competitividade e a busca da proposta mais vantajosa, possibilitando aos concorrentes oferecer aeronaves mais promissoras, econômicas e, portanto, menos onerosa para a ECT.

Assim, tem-se que a impugnação apresentada é tempestiva, situação que determina o recebimento do presente recurso, como tempestivo, também, e suas razões devem ser analisadas por quem de direito.

NO MÉRITO

A decisão proferida pela Comissão Especial de Licitação que inabilitou esta recorrente não pode prevalecer e deve ser modificada por esta superior instância, reformando-a e acolhendo as razões apresentadas na impugnação apresentada e aqui ratificadas.

DA EXIGÊNCIA DA DOCUMENTAÇÃO CONSTANTE DA ALÍNEA *A* DO SUBITEM 1.4 DO EDITAL

Como consta nas razões da impugnação, o certame, através de seu edital, restringiu o número de participantes, com suas descabidas exigências, especialmente as técnicas, que como foi bem enfatizado, a grande maioria das empresas aéreas nacionais não conseguiriam cumprir, pois ilegais.

Enfatizou-se e demonstrou-se às escâncaras que, a exigência que se tivessem aeronaves específicas do edital, era condição que não poderiam ser cumpridas pelas competidoras.

Nota-se pela leitura da Ata da Reunião de Julgamento da Habilitação na Concorrência Pública em referência, as empresas que foram desqualificadas, assim o foram por não apresentarem as referidas aeronaves.

Deve ser colocado em evidência para análise em superior instância o fato de que em todas as licitações anteriores da ECT, nunca se exigiu tais certificados de matricula e de aeronavegabilidade das aeronaves, sendo esta uma inovação.

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DENAF 2124

Socorrendo novamente do escólio do ilustre Professor Marçal Justen Filho, que combate veementemente as cláusulas restritivas em editais de concorrência, cuja transcrição consta das razões da impugnação – folhas 6 – mostra-se evidente que tais cláusulas restritivas não poderiam constar no edital, fato que deveria ser declarado no julgamento da impugnação, mas como não o foi, abre-se, agora, com as razões do presente recurso, oportunidade para que a autoridade hierarquicamente superior o faça, decretando a nulidade das cláusulas restritivas constantes no edital, anulando a concorrência, tornando sem efeito julgamento proferido e publicado o resultado no Diário Oficial da União, seção 3, na página 229, como medida de direito.

Na resposta é informado que a documentação constante do subitem 1.4 do Edital, "vem sendo tradicionalmente utilizado pela ECT em todas as licitações cujo objeto é o transporte aéreo de objetos postais".

A afirmação não procede, pois em levantamento feito das últimas licitações da ECT não constam tais limitações.

Abaixo procederá a recorrente a confirmar sua assertiva, em estudo realizado, onde não havia a necessidade de apresentação de Certificados de Matrícula e Certificado de Aeronavegabilidade.

Nos editais 037/2001/AC de 01/10/2001; 045/2001/AC de 17/12/2001; 023/2002 CPL/AC de 29/04/2002; 074/2002 CPL/AC de 16/10/2002 e 106/2003 CPL/AC de 02/12/2003, tais exigências não constavam, e foram criadas nos dois últimos, que são os **editais 065/2004 CPL/AC de 17/11/2004 e 006/2004 CEL/AC de 25/11/2004.**

Portanto, causa espécie a afirmação contida na resposta que, em todas as licitações da ECT, tais exigências eram tradicionalmente utilizadas, o que não é verdadeiro, passando a serem exigidas apenas nos dois últimos editais.

DO PRINCÍPIO DA EFICIÊNCIA

Em outra resposta á impugnação, a ilustre advogada que a produziu, enfática, sobre as exigências da documentação constante da alínea *a* do subitem 1.4 do edital, que tais documentos podem ser exigidos, não obstante não constarem do rol dos artigos 27 a 31 da Lei nº 8.666/93.

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DENAF 1213

Rematado absurdo, pois princípio norteador da Administração Pública é o da LEGALIDADE, onde já foi dito linhas atrás que, o administrador só pode fazer o que a lei determina. Exigir documentos não constantes da Lei 8666/93 é incorrer em ilegalidade.

Aduz, ainda, a resposta à impugnação, que as linhas que foram objetos da concorrência estão interligadas, não podendo ser contratadas em períodos distintos, pois se assim se procedesse, todo o processo seria comprometido com conseqüências extremamente prejudiciais à logística de transporte aéreo dos Correios.

Estranha-se a afirmação acima, pois do cotejo da empresas vencedores do certame e das linhas que apareceram licitantes, duas dessas, a de números 10 e 11, não tiveram empresas vencedores da concorrência, o que se pode inferir é a razão das condições restritivas do edital.

Lembra a resposta à impugnação apresentada que, ante a exigüidade do prazo entre o início da licitação e a execução do contrato, este se fez por motivo de segurança da continuidade do serviço postal, afirmando, ainda, que a Emenda Constitucional n.º 19/98 introduziu, como princípio constitucional a ser observado pela Administração Pública, a eficiência, constante no artigo 37 da Carta Magna.

Só não se pode olvidar que, o princípio da eficiência não pode vigorar soberano, e ele se encontra ao lado de outros princípios, tais como, o da moralidade, o da impessoalidade, e o da legalidade, que caminham juntos com o da eficiência.

O princípio da eficiência deve ser observado pelo Administrador juntamente com o da legalidade.

Indo além temos que a introdução da referida exigência de certificados, em nada reforça o principio da eficiência, uma vez não serem estes documentos determinante da capacidade de uma empresa prestar o serviço de forma adequado e no prazo em questão.

Com referencia a exigência do certificado de aeronavegabilidade no momento da habilitação, em nada garante que a referida aeronave estará igualmente apta a prestar tal serviço no momento do início do contrato, uma vez que a condição de aeronavegabilidade aferida pelo DAC, tem caráter transitório, ou seja, hoje ela pode estar em condições e no dia subseqüente pode não estar. Esta condição dinâmica é aferida por inspeções periódicas do DAC, e por condições não programadas de manutenção típicas desta indústria.

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DENAF 1122

Com referencia ao certificado de matricula, introduzido também nas licitações de Novembro/2.004, este sim foi o responsável pela frustração do caráter competitivo e do principio da livre concorrência. As determinações emanadas pela autoridade aeronáutica para obtenção de referido certificado foram exaustivamente explicadas no momento da solicitação de impugnação do edital, portanto vamos nos ater as conseqüências diretas e indiretas da introdução de referido certificado como condição *sine qua non* para habilitação técnica de participação.

Como se depreende das explicações anteriores o referido certificado é expedido em qualquer país do mundo para comprovar que determinada aeronave encontra-se com sua posse outorgada a um operador daquele país. Pois bem, ao exigir que o referido certificado de matricula seja emitido pelo órgão brasileiro, exige-se conseqüentemente que a aeronave tenha sua posse já atribuída no Brasil.

A emissão do certificado é, portanto a conseqüência de uma série de procedimentos administrativos, que visam a internalização da aeronave e comprovação de sua posse pelo operador. Indiretamente se obriga que a aeronave requerida para prestação do serviço esteja no momento do processo licitatório em território brasileiro, condicionando o referido ativo a um posicionamento geográfico como condição habilitatória.

A doutrina é uníssona em reprovar as cláusulas restritivas nas concorrências, e nesse sentido, cabe trazer à colação escólio do eminente Professor Marçal Justen Filho, em sua festeja obra "Comentários à Lei de Licitações e Contratos Administrativos", que se transcreve abaixo:

> "O ato convocatório pode exigir que o licitante comprove dispor de equipamentos e pessoal técnico indispensáveis à execução do contrato. A Lei autoriza a inserção de cláusulas dessa ordem, mas determina que a exigência seja satisfeita através de relação de bens e pessoal que satisfaçam às necessidades da Administração e de declaração expressa acerca de sua disponibilidade. **Não se pode exigir, portanto, que as máquinas ou o pessoal estejam localizados em certos pontos geográficos** nem que o licitante seja proprietário, na data da abertura da licitação, dos equipamentos necessários." (op. cit. p. 346/347 – 8. ed. – São Paulo Dialética. - grifamos)

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DENAF 2521

Ora, como decidir por antecipação, quais aeronaves que se deseja operar, se ainda o edital da ECT em análise não havia sido publicado? O edital foi disponibilizado somente em 25/10/2004, portanto, sem prazo hábil para se negociar e trazer aeronaves não existentes no País – com a possibilidade inclusive de trazer aeronaves mais novas e modernas. Essa prática não foi possível, porque o edital veda a apresentação de "protocolo de entrega" ou de "solicitação de documento".

De que maneira saber quais linhas iriam permanecer, quais seriam extintas, quais seriam alteradas, quais as modificações seriam feitas etc., para poder decidir com segurança quais os modelos de aeronaves mais indicadas para as linhas licitadas, quantidades e características técnicas?

Ademais, para apresentar cotação para todos os itens licitados, seria necessário trazer e registrar no Brasil, conseguir o Certificado de Matrícula e o Certificado de Aeronavegabilidade, emitidos pelo DAC, aprovar as Especificações Operativas, relativamente a 11 (onze) aeronaves, nas condições requeridas, só para se ter o direito de participar e ofertar serviços para as linhas da Rede Postal Noturna da ECT. Além disso, o adjudicatário tem a expectativa da contratação, caso a ECT por conveniência pode decidir revogar o certame, por interesse público, como já aconteceu em situações pretéritas, onde foram renovadas várias linhas da RPN.

Configura-se investimento, antecipado, pagando-se em dólares, apenas para "participar" de licitação.

O fato por si só é restritivo!!!

Existiria outra maneira melhor para conduzir essa questão. Como por exemplo, apresentação de declaração de compromisso ou "leasing" condicional fornecido pela licitante, e, caso seja a vencedora, providenciará a(s) aeronave(s) correspondente(s) ao(s) itens que vencer, dentro de prazo determinado e coerente com do trâmite legal.

A par das razões já expostas, sob pena de tornar nulo o ato praticado, a Lei nº 8.666/93 não pode ser considerada letra morta e tem que ser levada em consideração, quando dispõe no art. 30, inciso II, §§ 5º e 6º, *verbis:*

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DENAF 2520

Art. 30 - A documentação relativa à qualificação técnica limitar-se-á a:

(...)

II - comprovação de aptidão para desempenho de atividade pertinente e compatível em características, quantidades e prazos com o objeto da licitação, **e indicação das instalações e do aparelhamento e do pessoal técnico adequado e disponível para a realização do objeto da licitação,** bem como da qualificação de cada um dos membros da equipe técnica que se responsabilizará pelos trabalhos;

(...)

§ 5º - É **vedada** a exigência de comprovação de atividade ou de aptidão com limitações de tempo ou de época, **ou ainda em locais específicos, ou quaisquer outras previstas nesta Lei, que inibam a participação na licitação.**

§ 6º - **As exigências mínimas relativas** à instalação de canteiros, máquinas, **equipamentos e pessoal técnico especializado, considerados essenciais para o cumprimento do objeto da licitação, serão atendidos mediante a apresentação de relação explícita e da declaração formal da sua disponibilidade,** sob as penas cabíveis, **vedadas às exigências de propriedade e de locação prévia.** (os grifos não constam do original)

(....)

Ora, se a própria a Lei de Licitações veda **exigências de propriedade e de locação prévia,** não pode, o edital como norma derivada – estabelecer qualquer restrição ou discriminação relativamente aos licitantes.

Por outro lado, verifica-se que o edital, ao tempo em determina o aumento da disputa entre os licitantes, com interpretação sempre a favor da disputa no certame com vários itens, as exigências de habilitação já discorridas vedam essa ampliação.

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DENAF 2517

Assevere-se que relativamente à impossibilidade de apresentação de "protocolo de entrega" ou de "solicitação de documento", em substituição aos documentos mencionados nos parágrafos imediatamente anteriores, necessários à fiel garantia de execução do contrato, cabe esclarecer que nada obsta que sejam aceitos para fins de habilitação, desde que condicionados a penalidades, caso não sejam apresentados nos prazos previstos no edital, porém, desde que seja aqueles normais para expedição pelo DAC, a exemplo de homologação, aprovação de especificações operativas já solicitadas, processos de regularização de pendências relativas à aerogovernabilidade e/ou cumprimento Boletins de Serviços, de ADs , etc.

DA IMPOSSIBILIDADE DE SUBCONTRATAÇÃO

Ao rebater a impugnação centrada na proibição de subcontratação, a decisão aqui guerreada, aduz que essa proibição é conferida pelo poder discricionário do Administrador, que assim o desejou.

Ocorre que o Poder Discricionário de não pode ser utilizada pelo administrador como se fosse um cheque em branco, sem possibilidade de controle.

Para o particular vige o princípio de tudo que a lei não proíba, é permitido. Já, para o administrador, vige o princípio de que todo seu desempenho está balizado no comando da lei.

Se a lei não veda a subcontratação, não pode o administrador fazê-lo ao seu alvedrio.

Conforme consta nas razões de impugnação, o Brasil detém, hoje, 2% da frota mundial de aeronaves, portanto, não se encontra com facilidades, aeronaves para começar a operar imediatamente, sem que exista um pedido para tanto, junto ao DAC.

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DENAF 2511

Se não se puder subcontratar os serviços de uma outra empresa aérea, ao menos até que se regularizem as aquisições das aeronaves junto ao DAC, não se poderá participar de concorrências, pois as exigências contidas no edital de concorrência, são por demais restritivas.

Afirma a ilustre advogada que respondeu a impugnação, que a proibição de subcontratação se justifica, tendo em vista o caráter de pessoalidade do prestador de serviço, ou nos casos em que os serviços exigem alta responsabilidade contratual com o cumprimento de prazos, sigilo do serviço, transporte de bens, etc.

O ilustre Professor Marçal Justen Filho, em sua clássica obra "Comentários à lei de Licitações e Contratos Administrativos" em comentários ao artigo 72 da Lei 8666/93, aduz, sobre o tema:

> "Não se admite a natureza personalíssima do contrato administrativo. Ao menos na acepção tradicional e Direito Privado. A atividade administrativa do Estado se rege pelo princípio da impessoalidade, o que significa que as características pessoais do particular do contratado não se configuram como fator relevante para a contratação. A licitação é processo desvestido de qualquer preferência subjetiva." (op. cit - 9.ª ed. – Dialética – pág. 516.

Quanto ao fato dos serviços exigirem alta responsabilidade contratual, com o cumprimento dos prazos, e outros constantes da resposta á impugnação apresentada, pode-se afirmar, com certeza, que a empresa a ser subcontratada, também as terá.

DA PUBLICAÇÃO DO BALANÇO NO DIÁRIO OFICIAL

Verifica-se da Ata da Reunião de Julgamento da Habilitação na Concorrência Pública nº 006/2004, que esta Recorrente foi inabilitada, dentre outros motivos, pela não apresentação do Balanço registrado na Junta Comercial, bem como não houve publicação do mesmo no Diário Oficial.

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DENAF 1717

Não prospera a inabilitação nesse tocante, pois consta da documentação apresentada que o seu Balanço foi publicado no Diário Oficial do Estado do Amazonas.

DO PEDIDO

Ante o exposto, requer, respeitosamente:

O provimento do presente recurso, com a determinação, por parte da ilustre autoridade que o julga, com a decretação da nulidade do resultado da concorrência, determinando, ainda, que novo edital seja publicado, e que sejam adotadas providências necessárias ao exato cumprimento da Lei, expungindo do novo edital as ilegalidades que constavam do edital de concorrência 6/2004, facultando a todas as empresas aéreas a participação no certame, sem restrição técnica.

Ratificando as razões da impugnação tempestivamente apresentada,

P. Deferimento

Campinas, 06 de dezembro de 2004.

FRANCISCO SÉRGIO BOCAMINO RODRIGUES
OAB/SP 107.459

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anexo 3

DENAF 2516

ILUSTRÍSSIMO SENHOR PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO DOS CORREIOS - CEL/AC

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REF.: CONCORRÊNCIA Nº 006/2004-CEL / AC

TCB - TRANSPORTES CHARTER DO BRASIL LTDA, empresa de direito privado, inscrita no CNPJ sob o nº 68.662.725/0001-89, estabelecida em Cotia/SP, na Rua Frei Caneca, nº 23 – sala 01 – Granja Viana, por seu representante legal Sr. **Claudio Marcos Keller**, brasileiro, casado, empresário, portador do CPF No 112.479.628-22 e RG No 10.846.561-5/SSP/SP, residente e domiciliado à Rua Mascarenhas Homem, nº 440 – Condomínio São Paulo II, Bairro Granja Viana II, Cotia/SP, com endereço profissional impresso no rodapé, onde indica para o recebimento das comunicações de estilo, vem perante Vossa Senhoria, com o respeito e acatamento devidos, com fulcro no art. 109, inciso I, letra "a", da Lei 8.666, de 21.06.93, e com fundamento no Edital acima mencionado, observando-se o prazo legal, apresentar

RECURSO ADMINISTRATIVO

contra a r. decisão que, em julgando a habilitação dos concorrentes, houve por bem habilitar a concorrente **BETA – Brazilian Express Transportes Aéreos Ltda**, nos termos da Ata devidamente lavrada da reunião realizada a 26 de novembro de 2004, irresignação esta que se faz pelos relevantes motivos de fato e de Direito a seguir alinhados:

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I. RESUMO DA DECISÃO RECORRIDA

1. Cuida-se da habilitação da empresa BETA –Ltda em pleito licitatório, sustentando a decisão ora vergastada em suposta regularidade na documentação apresentada pela licitante.

2. Trata-se de certame que se desenvolve sob a modalidade de Concorrência Pública , tipo "menor preço" e cujo objeto é a contratação de serviços de transporte aéreo de cargas em aeronaves paletizadas.

3. Trata-se do descumprimento ao subitem editalício 1.2., VI alínea "b" do Anexo 4 que prevê a necessidade da licitante em trazer aos autos, Certidão Negativa de Falência e Concordata, ao subitem 5.2 alínea "c" que trata da apresentação da relação dos itens os quais a licitante pretende apresentar proposta econômica e ao subitem 1.4 alinea a.1 do anexo 4 que prevê a necessidade de apresentar para cada aeronave o Certificado de Matricula e o CERTIFICADO DE AERONAVEGABILIDADE emitidos pelo DAC.

4. Em que pese o respeito que se deva emprestar ao entendimento da nobre comissão julgadora, os argumentos utilizados para a habilitação da licitante BETA - Ltda são totalmente equivocados, além de não encontrarem supedâneo no ordenamento jurídico vigente.

5. Necessário esclarecer, de início, que os óbices elencados pela ora recorrente serão analisados em tópicos, de estilo a facilitar a compreensão da matéria recursal.

II. DO SUBITEM 1.2., VI ALÍNEA "B" DO ANEXO 4 DO EDITAL

6. Trata-se de comando editalício que prevê a regularidade jurídica do licitante que pretende participar do certame. Para tanto o inciso VI, letra 'b' do comando acima estabelece:

> "***b) certidão negativa de falência e concordata expedida pelo distribuidor da sede da pessoa jurídica ,ou, quando for o caso, de execução patrimonial, expedida do domicilio da pessoa física .***"

7. Em verdade, não pode esta D.Comissão aceitar certidões que ferem a própria norma de sua expedição. Apesar do edital prever em seu item **5.6.** ***"Os documentos exigidos para Habilitação que integrarem o Envelope nº 01 poderão ser apresentados em***

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original, em copia autenticada ou em copia simples mediante a apresentação dos originais, para conferencia e autenticação pela Comissão.", não pode suprir a exigência legal expressa no corpo da própria certidão, que discrimina "***Esta certidão só tem validade no seu original, ressalvado o teor do artigo 32, da Lei 8.666/93 (Lei de Licitações), e mediante a assinatura do responsável pelo expediente do Cartório Distribuidor Civil.***" O artigo 32 da lei 8.666/93 determina que "*Os documentos necessários a habilitação poderão ser apresentados em original, por qualquer processo de copia autenticada* ***por cartório competente*** *ou por servidor da administração ou publicação em órgão da imprensa oficial.*" **O cartório competente, neste caso, é somente o próprio Cartório Distribuidor Civil que a emitiu**, como determina o corpo da certidão.

8. A certidão apresentada pela empresa BETA se contamina de **irregularidade** quando apresentada na forma de **FOTOCÓPIA autenticada pelo Tabelião de Notas da Comarca de Barueri – SP, comarca distinta da que emitiu o documento e que é sede da empresa (Guarulhos/SP).** Tal certidão foi apresentada nesta forma quando o próprio documento sustenta sua validade somente na forma **ORIGINAL ou fotocópia autenticada pelo Cartório Distribuidor Civil que a emitiu.**

9. Ora se o próprio documento estabelece as condições de sua validade e elas não foram cumpridas, foge ao nosso entendimento como esta D. Comissão validou tal documento.

III. DOS SUBITENS 5.1, ALÍNEA "D", E 5.2 ALÍNEA "C" DO EDITAL

10. Referidos itens do edital prevêem a necessidade dos licitantes juntarem relação dos itens para os quais a licitante pretende apresentar proposta econômica.

11. Neste passo, a empresa BETA não juntou aos autos relação prevista nos subitens supra citados, ferindo de morte o PRINCIPIO DA VINCULAÇÃO AO EDITAL, e ao subitem **5.7 alinea "c"** . Vejamos o que o preceito editalício estabelece :

> ***"c) Se a documentação de habilitação NÃO ESTIVER COMPLETA e correta ou contrariar qualquer dispositivo deste Edital e seus anexos, A LICITANTE SERÁ CONSIDERADA INABILITADA." Grifo nosso.***

12. Ora, não há o que se discutir, sem tal relação é impossível esta comissão adivinhar em quais itens a licitante irá participar e conseqüentemente se tem capacidade

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jurídica e técnica para os itens cotados e, principalmente, se ela possui **Patrimônio Liquido** igual ou superior aos valores estabelecidos para cada item, conforme estabelece o item 5.1. "c" do Edital.

13. Ademais, o ditame editalício é para ser cumprido, obedecendo o Principio da Vinculação ao Edital, pois que outra razão haveria de ter tal comando se não for o de destacada importância na analise documental ?

14. Vejamos o que saudoso Mestre Hely Lopes Meirelles diz a respeito do Principio da Vinculação ao Edital, *in verbis* :

> ***"A vinculação ao edital é princípio básico de toda licitação. Nem se compreenderia que a Administração fixasse no edital a forma e o modo de participação dos licitantes e no decorrer do procedimento ou na realização do julgamento se afastasse do estabelecido, ou admitisse a documentação e propostas em desacordo com o solicitado. O edital é a lei interna da licitação, e, como tal, vincula aos seus termos tanto os licitantes como a Administração que o expediu"*** *(Hely Lopes Meirelles, in "Direito Administrativo Brasileiro", 26ª edição atualizada por Eurico de Andrade Azevedo, Délcio Balestero Aleixo e José Emmanuel Burle Filho, Malheiros Editores, São Paulo, 2001, p. 259).*

15. Vale trazer a colação entendimento firmado pelo E. Superior Tribunal de Justiça, confira-se:

> **Superior Tribunal de Justiça**
>
> ACÓRDÃO: RESP 354977/SC (200101284066)
> 519873 RECURSO ESPECIAL
> DECISÃO: Vistos, relatados e discutidos os autos em que são partes as acima indicadas, acordam os Ministros da PRIMEIRA TURMA do Superior Tribunal de Justiça na conformidade dos votos e das notas taquigráficas a seguir, por unanimidade, negar provimento ao recurso, nos termos do voto do Sr. Ministro Relator. Os Srs.
> Ministros José Delgado, Francisco Falcão, Luiz Fux e Teori Albino Zavascki votaram com o Sr. Ministro Relator.
> DATA DA DECISÃO: 18/11/2003
> ORGÃO JULGADOR: - PRIMEIRA TURMA
> EMENTA
> RECURSO ESPECIAL. LICITAÇÃO. LEILÃO. EDITAL. **PRINCÍPIO DA VINCULAÇÃO DO INSTRUMENTO CONVOCATÓRIO. EDITAL FAZ LEI ENTRE AS PARTES.**
> **- O Princípio da Vinculação ao Instrumento Convocatório se traduz na regra de que o edital faz lei entre as partes, devendo os seus termos serem observados até o final do certame, vez que vinculam as partes.**
> RELATOR: MINISTRO HUMBERTO GOMES DE BARROS
> (grifamos)
>
> **Superior Tribunal de Justiça**
>
> ACÓRDÃO: RESP 444917/DF (200200695004)
> 502355 RECURSO ESPECIAL

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DECISÃO: Vistos, relatados e discutidos os autos em que são partes as acima indicadas, acordam os Ministros da SEGUNDA TURMA do Superior Tribunal de Justiça, por unanimidade, em não conhecer do recurso, nos termos do voto do Sr. Ministro-Relator. Os Srs. Ministros João Otávio de Noronha, Francisco Peçanha Martins e Eliana Calmon votaram com o Sr. Ministro Relator.
DATA DA DECISÃO: 20/05/2003
ORGÃO JULGADOR: - SEGUNDA TURMA
EMENTA
RECURSO ESPECIAL. ADMINISTRATIVO. LICITAÇÃO. PERMISSÃO PARA EXPLORAÇÃO DE SERVIÇO DE TRANSPORTE PÚBLICO DO DISTRITO FEDERAL.
PRINCÍPIO DA VINCULAÇÃO AO EDITAL. ALEGADA VIOLAÇÃO AO ART. 3º, § 1º, DA LEI N. 8.666/93. INOCORRÊNCIA. EXIGÊNCIA RAZOÁVEL DE DECLARAÇÃO DE AUSÊNCIA DE VÍNCULO EMPREGATÍCIO OU PARTICIPATIVO.
INIDONEIDADE DO RECORRENTE. NÃO ATRIBUIÇÃO DE PONTOS. AUSÊNCIA DE PREQUESTIONAMENTO.
Da análise das cláusulas 2.3.1, 2.4.2, "c", e 2.5.5, e do item 6 do Anexo VII do Edital de Concorrência n. 001/96 - DMTU, conclui-se que o objetivo do Poder Público era delegar permissões para explorar Serviço de Transporte Público Alternativo do Distrito Federal a pessoas físicas residentes no Distrito Federal que não fossem detentoras de permissão ou concessão do Distrito Federal ou tivessem vínculo empregatício com carga horária diária superior a cinco horas ou com o serviço público.
O recorrente, por ser detentor de permissão do Distrito Federal, mas ter apresentado à Administração declaração de ausência de vínculo, foi devidamente considerado inabilitado pelo DMTU, com fundamento nas cláusulas 7.3 e 7.4, "b", do edital, sendo configurada a inidoneidade para participar da licitação.
"A vinculação ao edital é princípio básico de toda licitação. Nem se compreenderia que a Administração fixasse no edital a forma e o modo de participação dos licitantes e no decorrer do procedimento ou na realização do julgamento se afastasse do estabelecido, ou admitisse a documentação e propostas em desacordo com o solicitado. O edital é a lei interna da licitação, e, como tal, vincula aos seus termos tanto os licitantes como a Administração que o expediu" (Hely Lopes Meirelles, in "Direito Administrativo Brasileiro", 26ª edição atualizada por Eurico de Andrade Azevedo, Délcio Balestero Aleixo e José Emmanuel Burle Filho, Malheiros Editores, São Paulo, 2001, p. 259).
Na hipótese em exame, o recorrente só teria direito a obter os 20 pontos, previstos no item 6 do Anexo VII do Edital de Concorrência n. 001/96 - DMTU, se lograsse demonstrar a ausência de vínculo empregatício ou participativo em atividade econômica inscrita ou registrada em órgão do Distrito Federal, o que não ocorreu. Tal critério de pontuação se mostra razoável e não frustra o caráter competitivo do certame, mas dá oportunidade àqueles que não tinham vínculo com a autoridade licitante.
Ausência de prequestionamento quanto aos apontados vícios de publicidade do edital e da ocorrência do fato consumado.
Não cabimento, no presente recurso especial, da análise de possível ilegalidade da outorga de permissão a outros concorrentes, uma vez que tal questão não é objeto da ação em exame.
Recurso especial não conhecido.
RELATOR: MINISTRO FRANCIULLI NETTO (grifamos)

Superior Tribunal de Justiça

ACÓRDÃO: ROMS 10491/SC (199800985220)
427051 RECURSO ORDINARIO EM MANDADO DE SEGURANÇA
DECISÃO: Vistos, relatados e discutidos estes autos, acordam os Ministros da Segunda Turma do Superior Tribunal de Justiça, na conformidade dos votos e das notas taquigráficas a seguir, por unanimidade, negar provimento ao recurso ordinário, nos termos do voto da Ministra-Relatora. Votaram com a Relatora os Ministros Paulo Medina, Francisco Peçanha Martins, Eliana Calmon e Franciulli Netto.
DATA DA DECISÃO: 05/03/2002

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ORGÃO JULGADOR: - SEGUNDA TURMA
EMENTA
RECURSO EM MANDADO DE SEGURANÇA. PROCESSUAL CIVIL E ADMINISTRATIVO.
SITUAÇÃO FÁTICA COMPLEXA NÃO DEMONSTRADA. DILAÇÃO PROBATÓRIA. INADEQUAÇÃO DA VIA ELEITA. LICITAÇÃO. CARTA DE CO-RESPONSABILIDADE TÉCNICA ALTERADA INDEVIDAMENTE. REVOGAÇÃO PELA ADMINISTRAÇÃO DA DECISÃO HOMOLOGATÓRIA EM FACE DA AUSÊNCIA DE REQUISITO PREVIAMENTE EXIGIDO PELO EDITAL. ARGUMENTOS DESARRAZOADOS. RECURSO DESPROVIDO.
I - O mandado de segurança pressupõe a existência de direito líqüido e certo, apoiado em fatos incontroversos, e não em fatos complexos que reclamam produção e cotejo de provas.
II - **Os argumentos expendidos pela Recorrente revelam a completa falta de possibilidade jurídica do pedido do presente recurso. O certame licitatório ao ser realizado deve apresentar completa vinculação ao demandado no edital, de forma que é vedada a exclusão de exigência editalícia, sob pena de ferir preceitos legais inerentes à licitação, conforme dispõe a Lei n.º 8.666, de 21 de junho de 1993.**
III - Recurso conhecido, porém, desprovido.
RELATOR: MINISTRO LAURITA VAZ (grifamos)

Superior Tribunal de Justiça

ACÓRDÃO: ROMS 10847/MA (199900384245)
414681 RECURSO ORDINARIO EM MANDADO DE SEGURANÇA
DECISÃO: Vistos, relatados e discutidos estes autos, acordam os Ministros da Segunda Turma do Superior Tribunal de Justiça, na conformidade dos votos e das notas taquigráficas a seguir, por unanimidade, negar provimento ao recurso ordinário, nos termos do voto da Sra.
Ministra-Relatora. Votaram com a Relatora os Ministros Paulo Medina, Francisco Peçanha Martins, Eliana Calmon e Franciulli Netto.
DATA DA DECISÃO: 27/11/2001
ORGÃO JULGADOR: - SEGUNDA TURMA
EMENTA
ROMS. **LICITAÇÃO. PRINCÍPIO DA VINCULAÇÃO AO INSTRUMENTO CONVOCATÓRIO. DESCLASSIFICAÇÃO. NÃO OBSERVÂNCIA DO DISPOSTO NO EDITAL PELA EMPRESA RECORRENTE. DECISÃO ADMINISTRATIVA PROFERIDA SOB O CRIVO DA LEGALIDADE.**
I - O edital é elemento fundamental do procedimento licitatório. Ele é que fixa as condições de realização da licitação, determina o seu objeto, discrimina as garantias e os deveres de ambas as partes, regulando todo o certame público.
II - Se o Recorrente, ciente das normas editalícias, não apresentou em época oportuna qualquer impugnação, ao deixar de atendê-las incorreu no risco e na possibilidade de sua desclassificação, como de fato aconteceu.
III - Recurso desprovido.
RELATOR: MINISTRO LAURITA VAZ (grifamos)

16. Necessário argumentar, outrossim, que o poder discricionário desta administração tem limites, e não pode esta Comissão inovar, desrespeitando princípios basilares da Administração Pública, tratados de forma clara e concisa em nossa carta Magna em seu art. 37.

IV. DO SUBITEM 1.4, ALINEA A.1, DO ANEXO 4 DO EDITAL

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17. Trata-se de comando editalício que prevê a regularidade jurídica do licitante que pretende participar do certame. Para tanto a alínea A.1 do comando acima estabelece:

A.1) para cada aeronave o Certificado de Matricula e o CERTIFICADO DE AERONAVEGABILIDADE emitidos pelo DAC..."

18. A empresa BETA Ltda, em flagrante desrespeito ao ditame editalício apresenta ***CERTIFICADO DE AERONAVEGABILIDADE em DUPLICIDADE, (PP BRR – 707.323 C – 20088),*** sendo que no primeiro consta um peso Maximo de decolagem de 112.266 kg – pág 125, e no segundo um peso diferente a maior, de 148.327 kg – pág 126.

19. O primeiro Certificado apresenta uma aeronave que não comporta a capacidade de carga exigida pelo Edital, de acordo com a Ficha Técnica do item 6, linha 69011, que exige capacidade de carga de 35.000 kg, enquanto que a aeronave, conforme o Certificado, não poderia transportar mais do que 25.000 kg de carga. Já o item 3, linha 50011, exige uma capacidade de carga de 43.000 kg, maior ainda que a linha anterior e impossível de ser atendida pela aeronave indicada.

20. Podemos verificar que o DAC, através das Especificações Operativas emitidas para a BETA, pág 156 dos documentos de habilitação, em seu item E.4, determina que "*a Brazilian Express Transportes Aéreos Ltda **NÃO** está autorizada a utilizar o valor de peso médio de frota. Os despachos das aeronaves da Brazilian Express Transportes Aéreos Ltda deverão utilizar os pesos específicos de cada aeronave.*"; portanto, os pesos mencionados nos Certificados de Aeronavegabilidade.

21. Vejam senhores, o segundo certificado, alem de apresentar duplicidade, com diferença em sua capacidade, foi apresentado em cópia *scaneada* e impressa por impressora a jato de tinta, sem validade jurídica nenhuma, pois, como de fácil comprovação, não existe aposto de carimbo cartorário validando tal documento.

22. Impende aqui destacar que esta Comissão inabilitou a nossa empresa **(TCB)** exatamente por apresentar cópia simples sem autenticação, e no caso especificado acima, **usa o mesmo peso com medida diferente.**

23. É de suma importância que o Principio da Moralidade e Igualdade entre os licitantes seja respeitado, e que haja **isonomia** nos atos praticados, sem que este ou aquele seja de alguma forma beneficiado. Não há de se prestigiar posição decisória assumida pela Comissão de Licitação, que inabilita um concorrente com base em circunstância pertinente e não usa a mesma decisão para outro concorrente que fere o mesmo ditame.

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V. REQUERIMENTO FINAL

22. Ante todo o exposto, requer-se a V. Sas. que se dignem receber o presente recurso no efeito SUSPENSIVO, conforme prevê o art. 109, parágrafo 2º, da Lei 8.666/93, procedendo-se à comunicação dos demais licitantes para que ofereçam a impugnação que lhes aprouver, no prazo legal, reformando a decisão ora atacada para considerar **INABILITADA** a empresa ***Brazilian Express Transportes Aéreos Ltda***, dando-se, ao final, integral PROVIMENTO para o fim de INABILITAR a licitante ao pleito licitatório em pauta.

Termos em que,
p. deferimento.

Brasília, 07 de dezembro de 2004.

TCB TRANSPORTES CHARTER DO BRASIL LTDA
Cláudio Marcos Keller
Representante Legal

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ILUSTRÍSSIMO SENHOR MAURICIO COELHO MADUREIRA,DIGNÍSSIMO PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO DA EMPRESA BRASILEIRA DE CORRREIOS E TELEGRAFOS – ECT

AIR BRASIL LINHAS AÉREAS LTDA, inscrita no CNPJ/MF 06.101.880/0001-79 e com Inscrição Estadual Nº 116.778.489.114, com sede na Rua General Pantaleão Teles nº 67/69 Jardim Aeroporto – 04355-040, no Município e comarca de São Paulo , estado de São Paulo, vem à presença de Vossa Senhoria, por seu Diretor Presidente que esta subscreve, para, tempestivamente, com o devido respeito e acatamento, lastreado no § 1º do artigo 109, da lei Federal nº 8.666/93, com as modificações que lhe foram introduzidas posteriormente pelas Leis 8.883/94 e 9.648/98 e ainda pelo ítem 9 do edital de concorrência nº006/2004/CEL/AC,

RECORRER,

do julgamento,exarado pela douta comissão especial de licitação, que decidiu inabilitar a licitante, ora Recorrente, de participar do certame Licitatório de Prestação de serviços de transporte Aéreo de cargas promovido por essa Empresa Brasileira de Correios e Telégrafos , e o faz nas razões de fato e nos fundamentos Jurídicos adiante expostos:

Entendeu a douta comissão especial, inabilitar a Recorrente, alegando que os documentos apresentados estão em desacordo com o ítem 5.6 do edital, uma vez que são cópias simples sem autenticação. E ainda alega que o "certificado de matrícula da aeronave e o certificado de aeronavegabilidade estão de tal forma ilegíveis que não é possível identificar o prefixo da aeronave", diz também que tais documentos constam como operador a empresa "ABSA Aerolinhas Brasileiras S.A., não sendo apresentado nenhum documento que possibilite identificar a transferência da aeronave para a licitante, contrariando o subitem 2.4 do edital".

E por fim, assevera que: " O atestado de capacidade técnica apresentado não esta de acordo com a alínea "a" 1.1 do subitem 5.2 do edital, pois as atividades atestadas não são compatíveis em características, quantidade e prazos com o objetivo da licitação.

Ao decidir pela inabilitação da Recorrente, pelas razões apontadas, a douta comissão ignorou os princípios que regem a licitação, além de incidir em grave erro. Antes porém de demonstrar o alegado, cabe argüir em preliminar o seguinte:

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Somente a empresa Beta Brazilian Express Transportes Aéreos Ltda; e a Recorrente habilitaram-se no item "3" da concorrência para prestar serviços no trecho Recife-Salvador-Guarulhos. Com a inabilitação sumária imposta a empresa ora recorrente, não há legitimidade na escolha, ficando prejudicada a licitação.

Os fins da licitação são, em primeiro lugar evidenciar de forma objetiva qual o melhor contratante dentre os concorrentes; em segundo lugar, honrar o princípio da igualdade de todos diante da Lei. Permanecendo no certame apenas um concorrente instala-se uma arbitrariedade, que não se compagina com o primeiro dos princípios licitatórios, o do asseguramento do melhor ofertante, ficando severas seqüelas para o relacionamento entre a comissão especial e os licitantes, que deve ser justo, correto, transparente e eficiente.

Com efeito,ninguém desconhece que a partir da constituição de 1988, a licitação passou a ser principio cardeal para toda Administração Pública, direta ou fundacional, de qualquer dos poderes das entidades federativas. Tem-se dito com absoluto acerto, que a norma do artigo 37, inciso XXI, da constituição, além de propiciar igualdade de condições e oportunidade para todos os que querem contratar serviços com a administração ; Atua ainda como fator de eficiência e moralidade nos negócios públicos.

Em se tratando de serviços públicos a constituição tem ainda norma especifica no seu artigo 175, dispondo, como não poderia deixar de ser, que a concessão ou permissão seja sempre precedida de licitação, importa então dizer, que para contratar com a, administração é preciso licitação; essa é a regra. Não há licitação com uma única empresa participante.

Cabe observar ainda que as mesmas razões encontradas para inabilitar a recorrente, também estão presentes na empresa Beta, que foi habilitada.

Portando, como medida legal e de justiça, mantendo-se a inabilitação da recorrente, a licitação deverá ser anulada, pois falta a necessária competição de um processo de seleção.

Dito isto em preliminar, demonstra-se a óbvia condição de ilegitimidade da licitação, porém o que se vai demonstrar a seguir é uma seqüência de erros que culminam com a inabilitação da Recorrente.

É evidente que a comissão especial pode inabilitar licitantes por razões de conveniência, ou seja, para melhor atender o interesse público, assim como, pode inabilitar por razões de ilegalidade. Contudo a matéria sofre uma refração especifica no que diz respeito ao campo da licitação.

Cabe a inabilitação desde que as razões de interesse público decorram de fato superveniente a própria licitação e que estejam devidamente comprovados e ainda sejam pertinentes e suficientes para justificar tal conduta. Exige-se um nexo de razoabilidade entre o fator invocado e a medida deflagrada. Não se pode, evidentemente provocar uma inabilitação por uma questiúncula, por uma conveniência minúscula, senão vejamos:

Rua General Pantaleão Telles N° 67/69 cep: 04355-040 Jardim Aeroporto Tel 5031 3862/6288/7260

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ROS Nº 03/2005

AIR BRASIL
LINHAS AÉREAS LTDA.

" Apresentou os documentos abaixo discriminados em cópia simples, sem autenticação e sem apresentação dos originais para autenticação pela comissão, contrariando o subitem 5.6 do edital"

-Certidão de Aeronavegabilidade e Certificado de Matrícula;
-Certificado de Homologação de Empresa de Transporte Aéreo-CHETA
-Atestado de Capacidade Técnica;
- Declaração de que atende o inciso V do artigo 27 da Lei 8.666/93
-Certidão Negativa de Falência e Concordata,

Já é assente no direito Pátrio as premissas do artigo 225 do novo Código Civil Brasileiro, que determina que os documentos reproduzidos mecânica ou eletronicamente, fazem prova plena.

Assim, o reconhecimento de um documento como verdadeiro deixou de ser previamente exigido como vinha ocorrendo em diversas repartições. Com o dispositivo acima referido, nossa legislação passou a prestigiar o chamado principio da verdade documental, que considera o documento como verdadeiro até que provem o contrário.

Cabe também ressaltar que a recorrente, provou junto à comissão estar certificada pelos Correios através do CRC- Certificado de Registro Cadastral e ainda pelo SICAF- Sistema de Cadastro de Fornecedores, ambos válidos e ativos.

Por outro lado, o item 5.6.2 do edital de licitação assevera:

"A aceitação de certidões extraídas Via Internet dependerá de confirmação de sua autenticidade que será feita pela comissão"

Exceção feita ao atestado de capacidade técnica, todos os outros documentos foram extraídos Via Internet. É estranho que a comissão especial, inabilitou a Recorrente sem confirmar,nos termos do edital, a veracidade dos documentos Via Internet.

Já o Atestado de Capacidade Técnica exprime a realidade e atende aos ditames do edital e pode ser comprovado, se for o caso, por simples diligência.

Outro fato bastante estranho é quando a comissão informa que a Recorrente contrariou o subitem 2.4 do edital, neste caso foi absolutamente ignorado o Contrato de Arrendamento de Aeronave que a recorrente mantém com ABSA Aerolinhas Brasileiras S.A., e provavelmente outro grosseiro erro foi confundir contrato de Arrendamento de Aeronave com sub contratação de serviços.

É oportuno informar que o contrato de Arrendamento está devidamente homologado pelo DAC- Departamento de Aviação Civil, e também a disposição via internet.

Quando está em jogo o melhor para os cofres públicos e a transparência de um processo licitatório é, facultado ao responsável público, solicitar dados esclarecedores a serem reexaminados á luz da razão, para que fique afastada qualquer hipótese de suspeição dos agentes públicos.

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AIR BRASIL
LINHAS AÉREAS LTDA.

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A recorrente preenche os requisitos exigidos pela Empresa Brasileira de Correios e Telégrafos –ECT e pode prestar a ela excelentes serviços.

Diante do exposto, e da absoluta convicção que foram apresentados, os documentos relativos à habilitação jurídica, qualificação técnica, qualificação econômico financeira e regularidade fiscal, que comprovam cabalmente que possue a recorrente plenas condições legais, técnicas e financeiras para contratar com o poder público, requer que o julgamento seja convertido em diligência para que fique cristalinamente confirmado o alegado.

O preenchimento de requisitos legais constitui premissa básica, condição sine qua non para efeito de habilitação da recorrente; de outro lado, a administração publica não pode dessa exigência descurar, visto tratar-se de norma legal cogente, que lhe outorga um poder/dever inderrogável.

Assim sendo, respeitosamente requer seja o julgamento convertido em diligência, para que fique demonstrado a lisura dos documentos apresentados, afim de que possa, de fato, surtir seus válidos e jurídicos efeitos, tornando a recorrente habilitada a continuar no certame licitatório ,

Termos em que, por ser de Direito,

P. e E. Deferimento

De São Paulo para ~~Brasília em~~ 06 de Dezembro de 2004

Orlando Menezes Filho
Diretor Presidente

Rua General Pantaleão Telles Nº 67/69 cep: 04355-040 Jardim Aeroporto Tel 5031 3862/6288/7260

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ILMO. SR. MAURICIO MADUREIRA.

PRESIDENTE DA COMISSÃO ESPECIAL DE LICITAÇÃO, DESIGNADA PELA PORTARIA PR Nº 134/2004, DA ADMINISTRAÇÃO CENTRAL, DA EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS – ECT

Ref: Concorrência nº 006/2004/CEL/AC

SKYMASTER AIRLINES LTDA, empresa brasileira, em funcionamento, estabelecida e sediada na Av. Torquato Tapajós, 4080 – Flores – Manaus/AM, CEP 69.048-660, inscrita no CNPJ/MF sob o nº 00.966.339/0001-47, vem, por seu representante legal devidamente qualificado nos autos do processo da concorrência, com o respeito e acatamento costumeiros ante V. Sas., fazendo uso de seu direito de petição, interpor o presente **RECURSO ADMINISTRATIVO** para a **penalização** da empresa **Varig Logística S/A - VARILOG** no certame referido, rogando seja o mesmo recepcionado, analisado e, ao final, acolhido, tudo conforme as motivações de fato e fundamentos de direito que passa a expor, acrescentando, também, o requerimento para que o recurso suba até a Instância Superior, caso não seja atendido em primeiro grau.

I – PRELIMINARMENTE

Consigne-se, de modo preliminar, que algumas das alegações fundamentadas que aqui tomarão espaço já haviam sido objeto de manifestação formal ao Presidente da Comissão licitante em questão, na própria Ata da 1ª Reunião de Licitação, que teve inicio no dia 25/11/2004, as 09:00 hs.

Avenida Torquato Tapajós 4080 - Flores - Manaus - AM - Brasil - CEP 69.048-660 - Fone: 092-652-4000 - Fax: 092-651-1310
Aeroporto Internacional de Viracopos – Salas 07 e 08 - Rodovia Santos-Dumont, Km 66 – Campinas / SP - CEP 13.051-970
Fone/Fax: (019) 3725-7707 – Fone: (019) 3725-7708 / 3725-7709
E-mail - pozzetti@skymaster.com.br / log.br@terra.com.br

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Referida manifestação foi expressa pela empresa **TAF LINHAS AÉREAS S/A**, que avaliou os documentos das licitantes, em especial os da VARILOG, e fez as observações ao Presidente da CEL, solicitando a sua INABILITAÇÃO.

II – DOS FATOS

A Ata da Reunião de Julgamento da Habilitação na Concorrência Publica n 006/2004 – CEL/AC, realizada em 26/11/2004, prolatou **DECISÃO** dos membros da Comissão Especial de Licitação, INABILITANDO a empresa VARILOG, por:

1) Apresentar aeronaves com contrato de arrendamento operacional celebrado com a VARIG S/A, empresa que não atende aos requisitos do subitem 1.3 do Anexo 4 do Edital, contrariando a alínea "2ª" do subitem 1.4 do Anexo 4 do Edital;
2) Apresentar intenção de compra de aeronave sem confirmação, e não contrato de arrendamento, conforme preceitua a alínea "a" do subitem 1.4 do Anexo 4 do Edital; e
3) Apresentar documento inidôneo - Certidão de Regularidade com a Fazenda Federal com CNPJ da filial e não da matriz.

III – DO MÉRITO E DO DIREITO

Inicialmente, insta mencionar que um edital não é um memorando, uma carta e nem mesmo uma portaria. É uma peça técnica de importância extrema para **qualquer licitação**.

Um edital hígido, correto, íntegro, portanto, não é algo que redunde de um capricho deste ou daquele, menos ainda da recorrente, mas verdadeiramente de algo que busca estender referida integridade aos serviços que serão prestados à empresa pública e, portanto, em prol da população.

Destacamos as orientações do Tribunal de Contas da União, em sua publicação Licitações e Contratos – Orientações Básicas, 2003:

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"Os seguintes princípios básicos que noteiam os procedimentos licitatórios devem ser observados, dentre outros:

***Principio da Legalidade** – Nos procedimentos de licitação, esse principio vincula os licitantes a e Administração Publica às regras estabelecidas nas normas e princípios em vigor. Pág 15.*

***Principio da Moralidade e da Probidade Administrativa** – a conduta dos licitantes e dos agentes públicos tem que ser, alem de licita, compatível com a moral, a ética, os bons costumes e as regras da boa administração. Pág 15.*

***Principio da Vinculação ao Instrumento Convocatorio** – Obriga a Administração e o licitante a observarem as normas e condições estabelecidas no ato convocatorio. Nada poderá ser criado ou feito sem que haja previsão no ato convocatorio. Pág 16.*

Quando o agente publico tiver conhecimento de que determinado documento apresentado é falso, deverá adotar as providencias que o caso exigir, sob pena de solidariedade com aquele que praticou o ato ilegal. Pág 116.

Na modalidade pregão, o licitante ficará impedido de licitar e contratar com a União, Estados, Distrito Federal ou Municípios, e será descredenciado no Sicaf, ou nos sistemas de cadastramento de fornecedores semelhantes, pelo prazo de até cinco anos, quando:

.....

- comportar-se de modo inidôneo ou cometer fraude fiscal. Pág 224.

Sendo assim, nota-se que o edital é o meio pelo qual o ente público, estabelecendo suas necessidades, convoca as empresas que estejam em consonância com as características ali estabelecidas - e caso queiram – participem da licitação.

Entretanto, ao se predispor a participar da licitação, a empresa interessada deverá demonstrar que cumpre as exigências do edital, juntando as certidões e demais documentações necessárias ali estipuladas.

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No caso em apreço, apesar do edital prever expressamente que a proibição das empresas interessadas apresentarem contrato de arrendamento de aeronave com empresas que não estivessem com sua situação regular junto às Fazendas Federal, Estadual e Municipal, e junto ao INSS e FGTS, a empresa VARILOG, fraudulentamente, tentou utilizar-se de aeronaves de terceiras empresas (Inidôneas), para a execução dos serviços da ECT, **descumprindo, assim as regras editalícias.**

Como pode ser notado na Documentação de Habilitação da VARILOG, foram apresentadas aeronaves (prefixo brasileiro) a serem utilizadas na realização das linhas, **que se encontram em contrato de arrendamento com a VARIG S/A**, caracterizando que **não está respeitando** as regras da Lei 8.666/93, posto que tentou fraudar a licitação tentando **utilizar** aeronaves **de empresas que não estão em situação regular junto às Fazendas Federal, Estadual e Municipal, bem como junto à Previdência Social**, para a prestação dos serviços públicos contratados, burlando frontalmente as regras editalícias e da legislação ordinária.

Com efeito, a VARILOG, até a presente data, possui apenas **duas aeronaves registradas em seu nome**, quais sejam: as de prefixo **PP-VLG** (727-100C) e **PR-LGB** (727-200C) (doc. anexo).

As outras aeronaves oferecidas para a prestação dos serviços (as de prefixo **PP-VLD** – serial number 20425), **PP-VLE** (serial number 19666), **PP-VLS** (serial number 19508), **PP-VQU** (serial number 20880) e **PP-VQV** (serial number 22166) (doc. anexo) são de propriedade e posse da **VARIG S/A**, que, sabidamente, não possui situação regular para participar de Licitações e nem pode atuar no tipo de transporte licitado na Concorrência em foco.

É extremamente importante ressaltar, como de praxe e cautela do Poder Público, **que no edital consta, como exigência,** comprovação de "Regularidade Fiscal" (cf. item subitem 1.3 do Anexo 4 do Edital, contrariando a alínea "a2" do subitem 1.4 do Anexo 4 do Edital), da matriz da empresa.

Entretanto, a **VARILOG**, em ato de absoluto desrespeito e tentando 'ludibriar' e 'fraudar' a concorrência pública, acostou apenas a certidão de uma de suas filiais e, com isso, agiu de modo inidôneo na presente licitação.

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Ora, se o edital previa a juntada da certidão da matriz e a VARILOG juntou a de uma de suas filiais, resta claro que a mesma agiu de modo inidôneo e deverá arcar com os ônus por sua atitude.

Sob a penalidade a ser imposta pela inidoneidade de empresa em licitações, o Egrégio Superior Tribunal de Justiça assim tem decidido:

> **Superior Tribunal de Justiça**
> ACÓRDÃO: ROMS 15999/BA (200300317954)
> 537089 RECURSO ORDINARIO EM MANDADO DE SEGURANÇA
> DECISÃO: Vistos e relatados os autos em que são partes as acima indicadas, após o voto-vista do Sr. Ministro JOSÉ DELGADO, decide a Primeira Turma do Superior Tribunal de Justiça, por unanimidade, negar provimento ao recurso, na forma do relatório e notas taquigráficas constantes dos autos, que ficam fazendo parte integrante do presente julgado. Os Srs. Ministros LUIZ FUX, TEORI ALBINO ZAVASCKI, DENISE ARRUDA e JOSÉ DELGADO (voto-vista) votaram com o Sr. Ministro Relator.
> DATA DA DECISÃO: 16/12/2003
> ORGÃO JULGADOR: - PRIMEIRA TURMA
> E M E N T A
> ADMINISTRATIVO. LICITAÇÃO. RECURSO ORDINÁRIO EM MANDADO DE SEGURANÇA. APLICAÇÃO DE PENA DE INIDONEIDADE PARA LICITAR E CONTRATAR COM A ADMINISTRAÇÃO PÚBLICA. ALEGAÇÃO DE VÍCIOS DE CITAÇÃO E INTIMAÇÃO. INOCORRÊNCIA.
> I - Assim como no processo civil, o comparecimento espontâneo supre a irregularidade da citação do processo administrativo, ainda mais quando, tendo sido oferecida defesa, esta foi apreciada pela decisão administrativa.
> II - As intimações das decisões tomadas em processo administrativo podem ser feitas somente na pessoa do administrado, sendo opcional a intimação do advogado constituído, vez que não existe lei impondo a intimação do defensor.
> **III - Todo aquele que se submete à administração, mesmo que de forma indireta, está sujeito às sanções administrativas decorrentes da falsidade das alegações feitas.**
> IV - Recurso ordinário improvido.
> RELATOR: MINISTRO FRANCISCO FALCÃO
> FONTE: DJ DATA: 05/04/2004 PG: 00203
> (grifamos)

> **Superior Tribunal de Justiça**
> ACÓRDÃO: RESP 444917/DF (200200695004)
> 502355 RECURSO ESPECIAL
> DECISÃO: Vistos, relatados e discutidos os autos em que são partes as acima indicadas, acordam os Ministros da SEGUNDA TURMA do Superior Tribunal de Justiça, por unanimidade, em não conhecer do recurso, nos termos do voto do Sr. Ministro-Relator. Os Srs. Ministros João Otávio de Noronha, Francisco Peçanha Martins e Eliana Calmon votaram com o Sr. Ministro Relator.
> DATA DA DECISÃO: 20/05/2003
> ORGÃO JULGADOR: - SEGUNDA TURMA
> E M E N T A
> RECURSO ESPECIAL. ADMINISTRATIVO. LICITAÇÃO. PERMISSÃO PARA EXPLORAÇÃO DE SERVIÇO DE TRANSPORTE PÚBLICO DO DISTRITO FEDERAL.

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PRINCÍPIO DA VINCULAÇÃO AO EDITAL. ALEGADA VIOLAÇÃO AO ART. 3°, § 1°, DA LEI N. 8.666/93. INOCORRÊNCIA. EXIGÊNCIA RAZOÁVEL DE DECLARAÇÃO DE AUSÊNCIA DE VÍNCULO EMPREGATÍCIO OU PARTICIPATIVO.
INIDONEIDADE DO RECORRENTE. NÃO ATRIBUIÇÃO DE PONTOS. AUSÊNCIA DE PREQUESTIONAMENTO.
Da análise das cláusulas 2.3.1, 2.4.2, "c", e 2.5.5, e do item 6 do Anexo VII do Edital de Concorrência n. 001/96 - DMTU, conclui-se que o objetivo do Poder Público era delegar permissões para explorar Serviço de Transporte Público Alternativo do Distrito Federal a pessoas físicas residentes no Distrito Federal que não fossem detentoras de permissão ou concessão do Distrito Federal ou tivessem vínculo empregatício com carga horária diária superior a cinco horas ou com o serviço público.
O recorrente, por ser detentor de permissão do Distrito Federal, mas ter apresentado à Administração declaração de ausência de vínculo, foi devidamente considerado inabilitado pelo DMTU, com fundamento nas cláusulas 7.3 e 7.4, "b", do edital, sendo configurada a inidoneidade para participar da licitação.
"A vinculação ao edital é princípio básico de toda licitação. Nem se compreenderia que a Administração fixasse no edital a forma e o modo de participação dos licitantes e no decorrer do procedimento ou na realização do julgamento se afastasse do estabelecido, ou admitisse a documentação e propostas em desacordo com o solicitado. O edital é a lei interna da licitação, e, como tal, vincula aos seus termos tanto os licitantes como a Administração que o expediu" (Hely Lopes Meirelles, in "Direito Administrativo Brasileiro", 26ª edição atualizada por Eurico de Andrade Azevedo, Délcio Balestero Aleixo e José Emmanuel Burle Filho, Malheiros Editores, São Paulo, 2001, p.259).
Na hipótese em exame, o recorrente só teria direito a obter os 20 pontos, previstos no item 6 do Anexo VII do Edital de Concorrência n. 001/96 - DMTU, se lograsse demonstrar a ausência de vínculo empregatício ou participativo em atividade econômica inscrita ou registrada em órgão do Distrito Federal, o que não ocorreu. Tal critério de pontuação se mostra razoável e não frustra o caráter competitivo do certame, mas dá oportunidade àqueles que não tinham vínculo com a autoridade licitante.
Ausência de prequestionamento quanto aos apontados vícios de publicidade do edital e da ocorrência do fato consumado.
Não cabimento, no presente recurso especial, da análise de possível ilegalidade da outorga de permissão a outros concorrentes, uma vez que tal questão não é objeto da ação em exame.
Recurso especial não conhecido.
RELATOR: MINISTRO FRANCIULLI NETTO
FONTE: DJ DATA: 08/09/2003 PG: 00285
(grifamos)

Superior Tribunal de Justiça
ACÓRDÃO: ROMS 15166/BA (200200942657)
502130 RECURSO ORDINARIO EM MANDADO DE SEGURANÇA

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DECISÃO: Vistos, relatados e discutidos os autos em que são partes as acima indicadas, acordam os Ministros da SEGUNDA TURMA do Superior Tribunal de Justiça, por unanimidade, negou provimento ao recurso ordinário, nos termos do voto do Sr. Ministro-Relator. Os Srs. Ministros Francisco Peçanha Martins, Eliana Calmon, Franciulli Netto e João Otávio de Noronha votaram com o Sr. Ministro Relator.
Presidiu o julgamento o Sr. Ministro Franciulli Netto.
DATA DA DECISÃO: 07/08/2003
ORGÃO JULGADOR: - SEGUNDA TURMA
E M E N T A
ADMINISTRATIVO. RECURSO ORDINÁRIO EM MANDADO DE SEGURANÇA.
LICITAÇÃO. SANÇÃO DE INIDONEIDADE PARA LICITAR. EXTENSÃO DE EFEITOS À SOCIEDADE COM O MESMO OBJETO SOCIAL, MESMOS SÓCIOS E MESMO ENDEREÇO. FRAUDE À LEI E ABUSO DE FORMA. DESCONSIDERAÇÃO DA PERSONALIDADE JURÍDICA NA ESFERA ADMINISTRATIVA. POSSIBILIDADE.
PRINCÍPIO DA MORALIDADE ADMINISTRATIVA E DA INDISPONIBILIDADE DOS INTERESSES PÚBLICOS.
- A constituição de nova sociedade, com o mesmo objeto social, com os mesmos sócios e com o mesmo endereço, em substituição a outra declarada inidônea para licitar com a Administração Pública Estadual, com o objetivo de burlar à aplicação da sanção administrativa, constitui abuso de forma e fraude à Lei de Licitações Lei n.º 8.666/93, de modo a possibilitar a aplicação da teoria da desconsideração da personalidade jurídica para estenderem-se os efeitos da sanção administrativa à nova sociedade constituída.
- A Administração Pública pode, em observância ao princípio da moralidade administrativa e da indisponibilidade dos interesses públicos tutelados, desconsiderar a personalidade jurídica de sociedade constituída com abuso de forma e fraude à lei, desde que facultado ao administrado o contraditório e a ampla defesa em processo administrativo regular.
- Recurso a que se nega provimento.
RELATOR: MINISTRO CASTRO MEIRA
FONTE: DJ DATA: 08/09/2003 PG: 00262 RSTJ VOL.: 00172 PG: 00247
(grifamos)

Sendo assim, patente está a inidoneidade da VARILOG em participar da licitação em epígrafe, vez que de forma fraudulenta tentou ludibriar o ente público, motivo pelo qual, a mesma deverá ser penalizada por tais atitudes.

IV – CONCLUSÃO E PEDIDO

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Por tudo o que foi exposto, requer a recorrente que seja aplicado a **VARILOG**, que apresentou documentação irregular e eivada de vicio, comportando-se de modo inidôneo no certame, as penalidades da Lei:

1) Aplicação de multa de 20% (vinte por cento) sobre o valor global da contratação, conforme previsto no item 10.1 do Edital; e
2) A suspensão temporária, pelo período mínimo de **02 (dois) anos,** de participação em licitação e impedimento de contratar com a Administração Publica, conforme estabelece as clausulas **10.2 "c" e "e"** do Edital.

Pede e Espera Deferimento.

Brasília, 07 de dezembro de 2004.

SKYMASTER AIRLINES LTDA
Luiz Otávio Gonçalves
Representante Legal

Aristóteles da Silva Freire
Coord. Téc. Equipe Administrativa DENAF
Mat. 8.006.249-9
07/12/04

ECT / AC / DITOPE / DENAF
Protocolo CAD -07-Dez-2004-16:14-000594-1/4

DENAF 2436

CORREIOS

Carta - 010/2004-CEL/AC

Brasília, 07 de dezembro de 2004.

A Sua Senhoria o Senhor
Major Brigadeiro do Ar Jorge Godinho Barreto Nery
Diretor Geral do Departamento de Aviação Civil
Rua Santa Luzia, 651, Castelo
20030-040 Rio de Janeiro - RJ

Referência: Concorrência 006/2004 – CEL/AC

Assunto: Diligência sobre veracidade de documento

Prezado Senhor,

No dia 25/11/2004, a Comissão Especial de Licitação da Empresa Brasileira de Correios e Telégrafos responsável pela condução do processo da Concorrência 006/2004 – CEL/AC realizou reunião de licitação visando a contratação de empresas para a prestação de serviços de transporte aéreo de cargas em aeronaves cargueiras paletizadas.

Na reunião em apreço, foram recebidos dos licitantes os documentos relativos à habilitação, dentre os quais era requerido como documento de qualificação técnica, dentre outros, o Certificado de Homologação de Empresa de Transporte Aéreo (CHETA), devidamente expedido por esse Departamento, de forma a comprovar que a empresa licitante está habilitada a operar aeronaves compatíveis com o objeto licitado.

Resultante da análise da documentação por parte dos licitantes, foi apresentada, por um dos participantes, correspondência à esta Comissão na qual são levantadas dúvidas acerca da veracidade do CHETA fornecido pela Air Brasil Linhas Aéreas Ltda, cuja cópia anexamos.

A dúvida levantada diz respeito ao fato de que o documento fornecido pela Air Brasil Linhas Aéreas Ltda contém rasuras que o impossibilita de ser lido com acuidade, não se podendo identificar se foi expedido em favor da Air Brasil Linhas Aéreas Ltda ou se em favor de empresa diversa.

Assim, solicitamos os préstimos de V.Sª no sentido de que seja procedida a análise do documento em questão, sendo-nos informado sobre o resultado da análise, haja vista que, em se constatando a eventual não autenticidade da documentação apresentada, é obrigação da Administração Pública adotar as medidas pertinentes ao caso.

Atenciosamente,

MAURÍCIO COELHO MADUREIRA
Presidente da Comissão

Comissão Especial de Licitação – Concorrência 006/2004 – CEL/AC
Setor Bancário Norte, Quadra 01, Bloco "A", 13º andar CEP 70002-900 Brasília/DF – Fone (61) 426-2683/Fax: (61) 426-2691

Nov. 24 2004 04:54PM P
PHONE NO. : 50317811
FROM : PUGLIA BRASIL

NÚMERO: 9902-001/STE

REPÚBLICA FEDERATIVA DO BRASIL
MINISTÉRIO DA AERONÁUTICA
DEPARTAMENTO DE AVIAÇÃO CIVIL

CPMI - CORREIOS
Fls: 1379
3675
Doc:

CERTIFICADO DE HOMOLOGAÇÃO DE EMPRESA DE TRANSPORTE AÉREO

ESTE DOCUMENTO, EMITIDO EM FAVOR DE AIR[redacted] TRANSPORTES AÉREOS LTDA – [redacted] BRASIL

ESTABELECIDO NO AEROPORTO INTERNACIONAL DE SÃO PAULO – GUARULHOS – TERMINAL 1 – ASA "A" – MEZANINO
GUARULHOS – SP
CEP.: 07.141-970

CERTIFICA QUE ESTA EMPRESA CUMPRIU AS NORMAS, REQUISITOS, REGULAMENTOS E PADRÕES ESTABELECIDOS PELO DAC PARA A HOMOLOGAÇÃO DE EMPRESA DE TRANSPORTE AÉREO, ESTANDO SEU DETENTOR AUTORIZADO A OPERAR COMO EMPRESA AÉREA SUPLEMENTAR SEGUNDO AS REGRAS E PROCEDIMENTOS ESTABELECIDOS NO REGULAMENTO BRASILEIRO DE HOMOLOGAÇÃO AERONÁUTICA (RBHA) 121, SUJEITANDO-SE ÀS LIMITAÇÕES ESTABELECIDAS NAS ESPECIFICAÇÕES OPERATIVAS APROVADAS.

DURAÇÃO: Este Certificado, emitido de acordo com a legislação em vigor, terá duração ilimitada, salvo em caso de suspensão ou revogação pelo DAC.

LOCAL E DATA DA EMISSÃO: Rio de Janeiro, 18 de fevereiro [redacted]

Chefe do Subdepartamento Técnico
Brig.-do-Ar CESAR COSTA

Este Certificado é intransferível e qualquer modificação por ele sofrida pelo seu detentor fica sujeita à expressa aprovação do DAC.

DENAF

Doc: 3675
Fls: 1380
CPMI - CORREIOS
03/2005

CORREIOS

COMPROVANTE

CNPJ DA AGÊNCIA

Nº DO DOCUMENTO 17663802

CLIENTE Varig logística

DATA REMESSA / ERRO / DIF. 02/12/2004

CÓDIGO DA UNIDADE | SE FOR A FATURAR | CÓDIGO ADM. / Nº DO CONTRATO | Nº DO EMPENHO

OS CAMPOS SOMBREADOS SERÃO PREENCHIDOS PELA ECT

	DISCRIMINAÇÃO	CÓD. PRODUTO	CÓD. SERVIÇO	QUANTIDADE	PAL / PESO / PAG / TMP.	SERV. ADICIONAIS	VALOR UNITÁRIO	GRUPO	DESCONTO	VALOR A PAGAR
1	Cópias de documentos			169			0,10			16,90
2										
3										
4										
5										
6										

DENAF 0434

MODALIDADE DO DESCONTO
01 - PVP
02 - FUNCIONÁRIO
03 - OUTROS

CÁLCULO DO IMPOSTO

BASE CÁLCULO	ALÍQUOTA	VALOR DO IMPOSTO

VALOR TOTAL A PAGAR 16,90

APROVEITE A COMODIDADE DOS SERVIÇOS ADICIONAIS

05 - CÓPIA DE TELEGRAMA
06 - PEDIDO DE CONFIRMAÇÃO DE ENTREGA
07 - COLETA DOMICILIÁRIA
14 - DEVOLUÇÃO GARANTIDA

MATRÍCULA DO RECOLHEDOR AP/OS

CARTÃO DE CRÉDITO

BANDEIRA | P O S | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO E ASS. / MATRÍCULA

02 DEZ 2004 BRASÍLIA DF

ASSINATURA DO CLIENTE

Vânia Monteiro

AUTENTICAÇÃO MECÂNICA

1ª VIA - CLIENTE 2ª VIA - BALCANCETE 3ª VIA - UNIDADE

75240152-1 FC0556 / 22 156 x 210 mm

Doc: 3675
Fls: 1381
CPMI - CORREIOS
03/2005

São Paulo, 02 de dezembro de 2004

DENAI 2493

À Comissão Especial de Licitação – CEL/AC
At.: Sr. Maurício Coelho Madureira

SBN, Quadra 1, Conjunto 3, Bloco A, 13.º andar, Ed. Sede ECT
Brasília – Distrito Federal
Fax.: (61) 426-2691

URGENTE

Ref.: **Concorrência n.º 0006/2004/CEL/AC**
Solicitação de Cópias

VARIG LOGÍSTICA S.A., (**VARIG LOG**) sociedade anônima, concessionária de serviço público de transporte aéreo de carga, com sede na Rua Fidêncio Ramos, n.º 223, 14.º andar, na Cidade de São Paulo, Estado de São Paulo, inscrita no CNPJ/MF sob o n.º 04.066.143/0001-57, vem, respeitosamente, solicitar a esta R. Comissão Especial de Licitação da Empresa de Correios e Telégrafos cópias reprográficas dos seguintes documentos:

1) Documentação de Habilitação da Licitante BETA CARGO.

Certos do pronto e tempestivo atendimento.

Atenciosamente,

p/p
VARIG LOGISTICA S/A.
Gustavo de Moraes Soares da Rocha

Doc: 3675
Fls: 1382
CORREIOS 2005

DiCOM - R

CORREIOS

COMPROVANTE

CNPJ DA AGÊNCIA

Nº DO DOCUMENTO 17631821

CLIENTE ATA /

DATA REF. / ERRO / DIF 03/12/2004

CÓDIGO DA UNIDADE 1,0,3,0,0,4,7,3 | SE FOR A FATURAR | CÓDIGO ADM. / Nº DO CONTRATO | Nº DO EMPENHO

OS CAMPOS SOMBREADOS SERÃO PREENCHIDOS PELA ECT

	DISCRIMINAÇÃO	CÓD. PRODUTO	CÓD. SERVIÇO	QUANTIDADE	PAL. / PESO / PAG / TMP.	SERV. ADICIONAIS	VALOR UNITÁRIO	GRUPO	DESCONTO	VALOR A PAGAR
1	Copias / Xerox / edital		54372							165,40
2										
3										
4										
5										
6										

DENAF 2492

MODALIDADE DO DESCONTO	CÁLCULO DO IMPOSTO			VALOR TOTAL A PAGAR
01 - PVP 02 - FUNCIONÁRIO 03 - OUTROS	BASE CÁLCULO	ALÍQUOTA	VALOR DO IMPOSTO	165,40

APROVEITE A COMODIDADE DOS SERVIÇOS ADICIONAIS

05 - CÓPIA DE TELEGRAMA
06 - PEDIDO DE CONFIRMAÇÃO DE ENTREGA
07 - COLETA DOMICILIÁRIA
14 - DEVOLUÇÃO GARANTIDA

MATRÍCULA DO RECOLHEDOR AP/OS

CARTÃO DE CRÉDITO

BANDEIRA | POS | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO E ASS. MATRÍCULA

ASSINATURA DO CLIENTE

AUTENTICAÇÃO MECÂNICA

1ª VIA - CLIENTE 2ª VIA - BALCONISTE 3ª VIA - UNIDADE

75240152-1 FC0556 / 22 156 x 210 mm

DENAF 249

BRASÍLIA 2 DE DEZEMBRO DE 2004

A ECT - EMPRESA BRASILEIRA DE CORREIOS E TELEGRAFOS

AO SR. REPRESENTANTE DA COMISSÃO DA CONCORRÊNCIA 006/2004/CEL

Doc: 3675
Fls: 1383
CPMI - CORREIOS

VIMOS POR MEIO DESTA SOLICITAR A CÓPIA DAS DOCUMENTOS APRESENTADOS NO EVENTO DA CONCORRENCIA DE 006/2004 DE TODAS AS EMPRESAS ~~COM~~ EXCETO A EMPRESA TAF LINHAS AÉREAS.

ATENCIOSAMENTE,

LUIZ HENRIQUE MONTEIRO
DIRETOR COMERCIAL
ATA BRASIL

CORREIOS

COMPROVANTE

CNPJ DA AGÊNCIA

Nº DO DOCUMENTO 17663607

CLIENTE LUIS HENRIQUE.

DATA REGISTRO / DIF. 01/12/2004

CÓDIGO DA UNIDADE 10300473

SE FOR A FATURAR

CÓDIGO ADM. / Nº DO CONTRATO

Nº DO EMPENHO

ECT 10300473 29 01/12/2004 9,60R 2292M3

OS CAMPOS SOMBREADOS SERÃO PREENCHIDOS PELA ECT

Nº	DISCRIMINAÇÃO	CÓD. PRODUTO	CÓD. SERVIÇO	QUANTIDADE	PAL / PESO / PAG / TMP.	SERV. ADICIONAIS	VALOR UNITÁRIO	GRUPO	DESCONTO	VALOR A PAGAR
1	XEROX / DOCUMENTOS.									9,60
2										
3										
4										
5										
6										

DENAF 2490

MODALIDADE DO DESCONTO
01 - PVP
02 - FUNCIONÁRIO
03 - OUTROS

CÁLCULO DO IMPOSTO

BASE CÁLCULO	ALÍQUOTA	VALOR DO IMPOSTO

VALOR TOTAL A PAGAR 9,60

APROVEITE A COMODIDADE DOS SERVIÇOS ADICIONAIS

05 - CÓPIA DE TELEGRAMA
06 - PEDIDO DE CONFIRMAÇÃO DE ENTREGA
07 - COLETA DOMICILIÁRIA
14 - DEVOLUÇÃO GARANTIDA

MATRÍCULA DO RECOLHEDOR AP/OS

CARTÃO DE CRÉDITO

BANDEIRA	P.O.S.	AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO E ASS. / MATRÍCULA

ASSINATURA DO CLIENTE

ECT 10300473 29 01/12/2004 9,60R 2292M3

AUTENTICAÇÃO MECÂNICA

1ª VIA - CLIENTE 2ª VIA - BALANCETE 3ª VIA - UNIDADE

75240152-1 FC0556 / 22 156 x 210 mm

Doc: 3675 1384 CORREIOS 03/2005

DENAF 1489

BRASÍLIA 1 DE DEZEMBRO DE 2004

Doc: 23 A 25
Fls: 1385
ECT - CORREIOS
CPMI - 03/2005 - CN

A ECT - EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS

VIMOS POR MEIO DESTA, SOLICITAR EM CARÁTER FORMAL SOLICITAR A CÓPIA DE TODA DOCUMENTAÇÃO APRESENTADA NO EVENTO DO DIA 25 DE NOVEMBRO DE 2004 DA CONCORRENCIA 006/2004 CELL DA EMPRESA TAF LINHAS AÉREAS SA.

ATENCIOSAMENTE,

LUIZ HENRIQUE PIAUHYLINO MONTEIRO
ATA BRASIL
DIRETOR GERAL

CORREIOS

COMPROVANTE

CNPJ DA AGÊNCIA

Nº DO DOCUMENTO 17631905

CLIENTE SKYMASTER AIRLINES LTDA

DATA REF. / ERRO / DIF. 02/12/2004

CÓDIGO DA UNIDADE 1038004473

SE FOR A FATURAR

CÓDIGO ADM. / Nº DO CONTRATO

Nº DO EMPENHO

	DISCRIMINAÇÃO	CÓD. PRODUTO	CÓD. SERVIÇO	QUANTIDADE	PAL. PESO / PAG / TMP.	SERV. ADICIONAIS	VALOR UNITÁRIO	GRUPO	DESCONTO	VALOR A PAGAR
1	XEROX DE EDITAL		54372	1000			10			100,00
2	006/2004									
3										
4										
5										
6										

DENAF 2487

MODALIDADE DO DESCONTO
01 - PVP
02 - FUNCIONÁRIO
03 - OUTROS

CÁLCULO DO IMPOSTO

BASE CÁLCULO	ALÍQUOTA	VALOR DO IMPOSTO

VALOR TOTAL A PAGAR 100,00

APROVEITE A COMODIDADE DOS SERVIÇOS ADICIONAIS

05 - CÓPIA DE TELEGRAMA
06 - PEDIDO DE CONFIRMAÇÃO DE ENTREGA
07 - COLETA DOMICILIÁRIA
14 - DEVOLUÇÃO GARANTIDA

MATRÍCULA DO RECOLHEDOR AP/OS

CARTÃO DE CRÉDITO

BANDEIRA	POS	AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO E ASS. / MATRÍCULA

02 DEZ 2004

ASSINATURA DO CLIENTE

AUTENTICAÇÃO MECÂNICA

OS CAMPOS SOMBREADOS SERÃO PREENCHIDOS PELA ECT

1ª VIA - CLIENTE 2ª VIA - BALANCETE 3ª VIA - UNIDADE

DENAF 2488

ECT - EMP. BRAS. DE CORREIOS E TELEGRAFOS
Ag: 1038004473 - AC CENTRAL DE BRASILIA
GUARDA SBA 1 BLOCO A TERREO
ASA NORTE - 70040-976
BRASILIA - DF
CNPJ....: 34028316513674 Tel.:
Ins Est.: 0733382100205

COMPROVANTE DO CLIENTE

Movimento..: 02/12/2004 Hora.....: 18:08:50
Caixa.....: 232213 Matricula: 81319690
Lancamento.: 00076 Atendimento : 00064
Modalidade.: A Vista

DESCRIÇÃO	QTD	PREÇO
VENDA DE EDITAL LIC	1	100,00
Valor do Porte.....:		100,00

Anotacoes:

VALOR EM DINHEIRO: 100,00

VALOR RECEBIDO ==> 100,00

SERV. POSTAIS: DIREITOS E DEVERES-LEI 6538/78

SARA 1.3.09

Doc: 1386 Fls. 3675

ECT 03/2005 - CN - CPMI - CORREIOS

DENAF 244 6

ASILIA, 01 de Dezembro 2004

Senhor Presidente da Comissão Especial de Licitação
Edital 006/2004

unhor Presidente

Solicito cópia da documentação de Habilitação
e todos as empresas participantes do certame
icitatório 006/2004, com exceção da SKYMASTER.

LUIZ OTÁVIO GONÇALVES
DIRETOR COMERCIAL DA SKYMASTER.
REPRESENTANTE DA EMPRESA JUNTO
AO CERTAME LICITATÓRIO 006/2004

Doc: 365
Fls: 1387
CPMI - COR
RQS: 03/2005

Doc: 3675
Fls:
CPMI - CORREIOS
05/ / 03/2005

CORREIOS

COMPROVANTE

CNPJ DA AGÊNCIA

Nº DO DOCUMENTO
17631738

CLIENTE: Varig logística S/A

DATA REF / ERRO / DIF.: 01/11/2004

CÓDIGO DA UNIDADE: 10300473

SE FOR A FATURAR

CÓDIGO ADM / Nº DO CONTRATO

Nº DO EMPENHO

OS CAMPOS SOMBREADOS SERÃO PREENCHIDOS PELA ECT

	DISCRIMINAÇÃO	CÓD. PRODUTO	CÓD. SERVIÇO	QUANTIDADE	PAL / PESO / PAG / TMP.	SERV. ADICIONAIS	VALOR UNITÁRIO	GRUPO	DESCONTO	VALOR A PAGAR
1	Copias de edital		54372							97,60
2										
3										
4										
5										
6										

DENAF 2488

MODALIDADE DO DESCONTO
01 - PVP
02 - FUNCIONÁRIO
03 - OUTROS

CÁLCULO DO IMPOSTO

BASE CÁLCULO	ALÍQUOTA	VALOR DO IMPOSTO

VALOR TOTAL A PAGAR

APROVEITE A COMODIDADE DOS SERVIÇOS ADICIONAIS

05 - CÓPIA DE TELEGRAMA
06 - PEDIDO DE CONFIRMAÇÃO DE ENTREGA
07 - COLETA DOMICILIÁRIA
14 - DEVOLUÇÃO GARANTIDA

MATRÍCULA DO RECOLHEDOR AP/OS

CARTÃO DE CRÉDITO

BANDEIRA | P O S | AUTORIZAÇÃO

BANDEIRA (Legenda)
1 - AMERICAN EXPRESS
2 - DINNERS CLUB
3 - MASTER CARD
4 - SOLLO
5 - VISA

CARIMBO E ASS. / MATRÍCULA

DEL. 2004
BRASÍLIA/BSB

ASSINATURA DO CLIENTE

10300473 43 01/12/2004 97,60 239203

AUTENTICAÇÃO MECÂNICA

1ª VIA - CLIENTE 2ª VIA - BALANCETE 3ª VIA - UNIDADE

75240152-1 FC0556 / 22 156 x 210 mm

Doc: 3675
Fls: 1388
CPMI - CORREIOS
05/ / 03/2005

DENAF 2484

São Paulo, 30 de novembro de 2004

À Comissão Especial de Licitação – CEL/AC
At.: Sr. Maurício Coelho Madureira

SBN, Quadra 1, Conjunto 3, Bloco A, 13.º andar, Ed. Sede ECT
Brasília – Distrito Federal
Fax.: (61) 426-2691

URGENTE

Ref.: **Concorrência n.º 0006/2004/CEL/AC**
Solicitação de Cópias

VARIG LOGÍSTICA S.A., (**VARIG LOG**) sociedade anônima, concessionária de serviço público de transporte aéreo de carga, com sede na Rua Fidêncio Ramos, n.º 223, 14.º andar, na Cidade de São Paulo, Estado de São Paulo, inscrita no CNPJ/MF sob o n.º 04.066.143/0001-57, vem, respeitosamente, solicitar a esta R. Comissão Especial de Licitação da Empresa de Correios e Telégrafos cópias reprográficas dos seguintes documentos:

1) Ata da Reunião de Licitação realizada no último dia 25 de novembro e assinada por todos os Licitantes participantes;

2) Documentação de Habilitação da Licitante TAF - Linhas Aéreas;

3) Documentação de Habilitação da Licitante TOTAL – Linhas Aéreas;

4) Documentação de Habilitação da Licitante SKYMASTER; e

5) Documentação de Habilitação da própria Licitante VARIG LOG.

Favor desconsiderar a solicitação de cópias datada de 26 de novembro de 2004.

Certos do pronto e tempestivo atendimento.

Atenciosamente,

p/p

VARIG LOGISTICA S/A.
Gustavo de Moraes Soares da Rocha

Doc: 3675
Fls: 1390
CORREIOS
03/2005

DENAF 2487

BETA Cargo

CE-DO 120/04

ILMO. SR. PRESIDENTE DA COMISSÃO DE LICITAÇÃO DA CONCORRÊNCIA PÚBLICA Nº 006/2004 – CEL/AC DA EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFOS

Ref.: CONCORRÊNCIA Nº 006/2004
SERVIÇOS DE TRANSPORTES AÉREOS DE CARGA
RECORRENTE: BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA. (BETA)

BRAZILIAN EXPRESS TRANSPORTES AÉREOS LTDA., empresa com sede social à av. Jamil João Zarif s/n – Módulo I – Posição remota Central – Lotes nº 9, 11 e 13 – Aeroporto Internacional de Guarulhos – SP, inscrita no CNPJ sob o nº 64.862.642/0001-82, com inscrição estadual perante a Junta Comercial do Estado de São Paulo IE nº 336.490.241.114, por seu legal representante, vem, com fulcro nas disposições do edital de licitação da Concorrência Pública nº 006/2004 amoldadas à Lei nº 8.666/93 e diplomas legais pertinentes, apresentar recurso administrativo, com vistas a requerer prova pericial a fim de inquinar a habilitação do concorrente Air Brasil Linhas Aéreas ltda., segundo as razões objetivas abaixo deduzidas:

À seguir, cumpre analisar a questão sob a impugnação oral realizada na sessão e que consta da 1ª ata da licitação, referente à Air Brasil Linhas Aéreas ltda.

I-) Documentação inidônea: No caso da Air Brasil, a situação se torna ainda mais grave no quesito relativo à documentação apresentada. Inicialmente, há formal violação do item 6.6, do edital, que prevê que os documentos levados à comissão de licitação, dentro dos envelopes lacrados, devem estar previamente autenticados por Cartório para valer como se originais fossem.

DENAF 2412

Doc: 3675
Fls: 1391
CPMI - CORREIOS
03/2005

A empresa Air Brasil não apresentou cópias autenticadas de documentos vitais à sua habilitação ao certame licitatório. Tal como consta da ata da primeira reunião, carecem de autenticação os documentos seguintes: certificado de matrícula; certificado de aeronavegabilidade; certificado de homologação de empresa de transporte aéreo.

Pela análise, a empresa Air Brasil não apresenta qualquer capacidade técnica efetiva, posto que os documentos assim apresentados não possibilitam verificar sua adequada inscrição nos registros aeronáuticos e sua homologação perante as autoridades aeronáuticas brasileiras.

Além do requisito formal aventado, as cópias dos documentos apresentadas também carecem de acuidade e aptidão para demonstrar que a Air Brasil está apta a concorrer no certame licitatório em análise. Isto porque, conforme se verificará, detidamente, há nos documentos, no mínimo, diversa identidade da pessoa que o utiliza com quem seria o titular identificado:

a-) O certificado de matrícula apresentado é emitido em favor e identidade de ABSA e não de Air Brasil. Isto causa uma inabilitação própria do licitante, prevista no item 2.3 e 2.4 do edital, supondo que não exista má-fé na apresentação, mas mera associação empresarial para este certame.

b-) Também o certificado de aeronavegabilidade apresentado está maculado de ausência de identidade da Air Brasil, posto que se verifica do mesmo a indicação de legítima operadora da aeronave a empresa ABSA, guardando diversidade de registros empresariais (CNPJ). Novamente, supondo que não haja má-fé, estaremos diante de hipótese de associação (consórcio) vedada pelo edital em seus itens 2.3 e 2.4.

Entretanto, escapa da mera dúvida de identidade, passando à dúvida de verdade ideológica, quando se analisa o CHETA (Certificado de Homologação de Empresa de Transporte Aéreo).

O documento em cópia apresentado contém rasuras que o impossibilitam de ser lido com acuidade. Não há como se identificar, pelo documento apresentado, se expedido em favor de Air Brasil ou de outra empresa.

Há, sem maiores questionamentos dúvidas fundadas e sérias que hão de ensejar por parte desta comissão a determinação de perícia e consulta ao DAC (Departamento de Aviação Civil) a respeito do documento.

Doc: 3675
1392
CORREIOS
13/2005

DENAR 1491

BETA Cargo

É, ainda, aconselhável que se faça a comunicação do uso do referido documento, caso se mostre inidôneo, aos órgãos de persecução penal, bem como aos de persecução administrativa, com intuito de prever e afastar possíveis danos futuros ao Erário.

II) A licitante impugnada também não apresentou documentação que possa dar ensejo à avaliação de sua capacidade financeira, agindo em desacordo ao que preceitua o item 6.3, do edital, impossibilitando a garantia do objeto da licitação caso haja evento durante a execução do contrato.

Isto, por si só atenta contra os princípios de continuidade dos serviços públicos e contra a moralidade e eficiência administrativa, devendo ser causa de inabilitação no presente certame.

III) Por fim, é de se questionar a lisura do certificado de capacidade técnica apresentado, considerando que o tempo de operação da licitante no mercado não permite que se possa atestar capacidade, tendo-a como novata entre as empresas que disputam o presente contrato.

Destarte, vem a recorrente a requerer de V. Sa. que determine a realização de perícia sobre os documentos utilizados pela licitante Air Brasil Linhas Aéreas ltda. com vista a proceder à apuração de eventual falsidade no certificado de homologação de empresa de transporte aéreo, ainda, a cominação de pena administrativa para impossibilitar o licitante de participar de outros certames e contratar com a administração por prazo máximo, consoante as disposições dos artigos 87, III c/c 88, II, da Lei nº 8.666/93.

Em conta de que a lisura e elevado conhecimento da comissão fará prevalecer as razões acima elencadas, desde já aguarda o deferimento do presente recurso em todos os seus termos.

Brasília, 29 de novembro de 2004.

Irapuan Falcão de Albuquerque
Diretor Geral

Doc: 3675
Fls: 1393
CPMI - CORREIOS
03/2005

São Paulo, 26 de novembro de 2004

DENAF 2489

À Comissão Especial de Licitação – CEL/AC
At.: Sr. Maurício Coelho Madureira

SBN, Quadra 1, Conjunto 3, Bloco A, 13.º andar, Ed. Sede ECT
Brasília – Distrito Federal
Fax.: (61) 426-2691

Ref.: **Concorrência n.º 0006/2004/CEL/AC**
Solicitação de Cópias

VARIG LOGÍSTICA S.A., (**VARIG LOG**) sociedade anônima, concessionária de serviço público de transporte aéreo de carga, com sede na Rua Fidêncio Ramos, n.º 223, 14.º andar, na Cidade de São Paulo, Estado de São Paulo, inscrita no CNPJ/MF sob o n.º 04.066.143/0001-57, vem, respeitosamente, solicitar a esta R. Comissão Especial de Licitação da Empresa de Correios e Telégrafos cópias reprográficas dos seguintes documentos:

1) Ata da Reunião de Licitação realizada no último dia 25 de novembro e assinada por todos os Licitantes participantes;

2) Documentação de Habilitação da Licitante TAF - Linhas Aéreas S/A.;

3) Documentação de Habilitação da Licitante RICO – Linhas Aéreas S/A.;

4) Documentação de Habilitação da Licitante ATA BRASIL; e

5) Documentação de Habilitação da própria Licitante VARIG LOG.

Certos do pronto e tempestivo atendimento.

Recebi em 26/11/04.

Atenciosamente,

p/p. Burgos

VARIG LOGÍSTICA S/A.
Gustavo de Moraes Soares da Rocha

Júlio Yassuo Aoki
Chefe de Divisão/DGEC/DENAF
Mat. 8.010.858-0