

SOCIOECONOMIC COMMITMENT TERM WITH PROVISION OF RESOURCES

STATE OF PARÁ, legal person of public law, with its principal office in the capital, at Palácio dos Despachos, Av. Dr. Freitas, n. 2531, CEP 66087-812, enrolled with CNPJ / MF n. 05.054.861 / 0001-76, herein represented by the Governor SIMÃO ROBISON OLIVEIRA JATENE; **ECONOMIC DEVELOPMENT COMPANY OF PARÁ (“CODEC”)**, in this act represented by its president, FÁBIO LÚCIO DE SOUZA COSTA, enrolled with the Individual Taxpayers Registry under No 373.205.564-72, bearer of Identity Card No.. 2777047; and **ALUMINA DO NORTE DO BRASIL S.A (“ALUNORTE”)**, in this act represented by its officers, ANDERSON DE MORAIS BARANOV, Brazilian, married, business administrator, bearer of Identity Card No. 10158825-9, enrolled with the Individual Taxpayers Registry CPF/MF under No 144.630.298-9 e CARLOS EDUARDO NEVES, Brazilian, married, engineer, bearer of Identity Card No 1700732 – SSP/PE, enrolled with the Individual Taxpayers Registry CPF/MF under No 319.688.994-72.

Herein called "**PARTIES**";

CONSIDERING that the objective of the STATE OF PARÁ is to have a sustainable and harmonious development, which seeks to promote greater social and regional equity, represented in its Strategic Plans: Para 2030, Pará Social and Pará Environmental;

CONSIDERING the implementation of the principles and objectives stated in Law No. 8.602 from January 11th, 2018, which established the State Policy of Socioeconomics;

CONSIDERING the guiding principles of the State Policy of Socioeconomics, which bring people to the centrality of sustainable development, ensuring prosperous and satisfying lives, in balance with nature;

CONSIDERING the need to promote harmony between uses and occupations of local territories and diversities, as well as to foster local and global partnerships to confront social and regional inequalities;

CONSIDERING the need to protect the natural resources and climate of the planet for the present and future generations;

CONSIDERING the commitment of the STATE OF PARÁ in addressing the socioeconomic needs of the population and the preservation of the environment, from a global perception of deprivation that legitimize the STATE OF PARÁ to elect priorities in the application of resources;

CONSIDERING that the implementation and operation of large projects shall be conditioned to the observance of the constitutional principles protecting the environment and the public interest in harmonious coexistence between people and local activities, constituting a vector of sustainable development;

CONSIDERING that the partnership between the STATE OF PARÁ and ALUNORT is an opportunity for alignment and convergence of private projects with the principles and objectives of the State Policy of Socioeconomics, notably in the actions of social and economic development of the municipality of Barcarena and others where it maintains operations;

CONSIDERING the need to mitigate any eventual impacts of ALUNORTE's development on the socioeconomics of the municipality of Barcarena and areas of influence, as well as the interest of the State in establishing mechanisms able to conform the private activities to the principles and guidelines of the socioeconomics, guided in prevention, repairing and reciprocal cooperation;

CONSIDERING the need to encourage the spontaneous participation of the private sector in the formulation of the preventive measures of damage and counterpart of socioenvironmental impacts;

CONSIDERING the need to provide access to broad, transparent and public information, in an accessible language, appropriate and comprehensible to all stakeholders, as a necessary condition for a clear social participation;

CONSIDERING the manifestations of the Community from the Municipality of Barcarena measured through the channels of communication and interaction with society and the Permanent Bureau of interlocution with the Community developed by the STATE OF PARÁ;

CONSIDERING, in such manifestations, noted the urgency in solving problems related to housing, water supply, sanitation and improvement of the urban services;

CONSIDERING the resolution of such issues can occur by means of integrated solution, such as the construction and structuring of sustainable neighborhoods and other necessary urban infrastructure for society;

CONSIDERING that ALUNORTE has a legitimate interest, through the celebration of this instrument, to cooperate with the public authorities in the resolution of such issues, promoting the sustainable economic development of the region around its projects;

CONSIDERING the content of item 8.12 of the Eighth Clause of the Conduct Adjustment Term agreed between the PARTIES and others;

Decide to sign this SOCIOECONOMIC COMMITMENT TERM WITH PROVISION OF RESOURCES, ("Term"), aiming to provide solutions for harmonious and sustainable regional development in the areas of socioeconomic influence of ALUNORTE, understood as the industrial area of Barcarena, as well as the communities of Barcarena: Bom Futuro, Vila Nova, Burajuba, Jardim Cabano, Jardim Paraíso, Itupanema, Água Verde, Jardim das Palmeiras, Vila dos Cabanos, Pioneiro, Beira Rio, Novo Horizonte, Bairro Industrial, Curuperé, Canaã, Maricá, Dom Manoel, Pramajó, Trevo do Peteca and Acuí; and communities of Abaetetuba: Vila do Beja ("SOCIALECONOMIC COVERAGE AREA").

FIRST CLAUSE – ALUNORTE COMMITMENT

1.1. ALUNORTE hereby commits to conduct projects of harmonious and sustainable urban development, which contemplate technological innovation, development of local productive and labor chains, projects and construction of housing, as well as the necessary infrastructure for social harmony, such as leisure areas, drainage, sewage treatment system, sanitary landfill, rehabilitation of degraded areas, construction of roads and etc. (“Projects”) within the SOCIALECONOMIC COVERAGE AREA, according to the MASTERPLAN and the EXECUTION PLAN established between the parties.

1.1.1 The MASTERPLAN, defined in item 2.1 of this Term, will contain the general guidelines of the SOLUTIONS FOR HARMONIC AND SUSTAINABLE URBAN DEVELOPMENT.

1.1.2. The EXECUTION PLAN will be established between the STATE OF PARÁ and ALUNORTE, defining the scope and time schedule for the Projects to be implemented within the Project Amount, as defined in item 1.2.

1.1.2.1 The EXECUTION PLAN will include at least the definition of number of homes units and relevant infrastructure; specification and quality requirements; technical capacity; architecture; design; and geographical definition, location and conditions.

1.1.2.2 The EXECUTION PLAN shall be established between the parties in up to 120 (one hundred and twenty) days after the delivery of the MASTERPLAN, taking due regard to time limits and requirements of the latter, including need for public hearings, consultation and possible environmental licensing.

1.2. The Projects will be carried out on land areas provided by the STATE OF PARÁ according to the scope, deadlines and execution mode to be defined in the EXECUTION PLAN, for a value of up to the total amount of R\$ 150,000,000.00 (one hundred and fifty million reais – “Project Amount”), covering direct and indirect expenses, including but not limited to engineering, architecture, material, construction and project management, eventual environmental licensing studies approved in the EXECUTION PLAN, as well as taxes.

1.3. ALUNORTE assumes no liability for constructing or completing any Construction Project above the Project Amount.

1.4. ALUNORTE, for the implementation of the object of this instrument, can freely contract or subcontract any third party.

1.5. Within the Project Amount, an application of the following minimum percentages will be guaranteed:

- a) 5% of resources for innovation for inclusive sustainable development investment solutions, as well as to climate issues;
- b) 5% of resources for combating social and regional inequality in the State of Para.

1.6. The balance of the Project Amount will be adjusted annually, by the IGPM from the Getúlio Vargas Foundation.

1.7. The Projects will be donated by ALUNORTE to STATE OF PARÁ upon their completion, or upon the completion of the modules defined in the EXECUTION PLAN, at which time ALUNORTE shall issue a Certificate of Donation to the STATE OF PARÁ and upon the receipt of such Certificate of Donation, the STATE OF PARÁ will assume full ownership, title and risk to the transferred Projects, ceasing completely the responsibility of ALUNORTE of the same.

1.8. ALUNORTE shall only be responsible for the development of the Projects, and all other processes and costs related to the SOLUTIONS FOR HARMONIC AND SUSTAINABLE URBAN DEVELOPMENT, such as selection of families, indemnities, selection and expropriation of areas and etc., will be borne by the STATE OF PARÁ, within the limits of its competence.

1.9. ALUNORTE is entitled to oppose, for the purpose of compensation in eventual collective legal actions (diffuse rights), the values that have an identity with the object of this Term, except for the eventual patrimonial rights of the State of Pará.

SECOND CLAUSE: THE COMMITMENT OF THE STATE OF PARÁ

2.1. The MASTERPLAN, containing the technical guidelines, including details of the scope and location of the Projects, shall be presented by the STATE OF PARÁ, through CODEC, within a period of up to 90 (ninety) days, from the signature of the Term.

2.1.1. The MASTERPLAN will be elaborated with the participation of ALUNORTE, Municipality of Barcarena, local communities, NGOs and Public Federal Prosecutor's Office.

2.2. The STATE OF PARÁ will adopt necessary measures to provide adequate areas, in which the Projects will be carried out.

2.3. All the necessary procedures for the construction of housing and related infrastructure (such as obtaining permits and licenses, expropriations, land acquisitions and regularization, selection of areas to be used etc.) will be detailed in the EXECUTION PLAN and will be the responsibility of the STATE OF PARÁ.

2.4. If needed, eventual environmental licensing studies will be funded by ALUNORTE, within the Project Amount set forth in item 1.2.

2.5. The STATE OF PARÁ will be responsible to deliberate on the destination and management of the Projects, from its delivery by ALUNORTE.

THIRD CLAUSE: SUPERVISION

3.1. ALUNORTE commits to prepare progress reports and financial accounting for the Projects, which will be presented quarterly to the STATE OF PARÁ.

3.2. The assessment of the reports produced by the ALUNORTE will be made through an external audit, duly approved by the parties and contracted and funded by ALUNORTE, , within the Project Amount, up to a maximum of 5% (five percent).

3.2.1 The external audit will be chosen by the STATE of PARÁ considering a list of 3 (three) indications presented by ALUNORTE.

FOURTH CLAUSE: MEASURES IN CASE OF NONCOMPLIANCE

4.1. In the event of noncompliance originated solely from ALUNORTE of the respective obligations under any of the clauses contained in this Instrument, or the EXECUTION PLAN, the GOVERNMENT OF PARÁ will formally communicate ALUNORTE, to adopt the necessary measures for the compliance with the obligations or to justify the non-compliance, establishing a compatible deadline never superior than 30 (thirty) days for the proper adequacy.

4.2. After the deadline indicated in item 4.1. above and the noncompliance remains on the part of ALUNORTE, except in unforeseeable circumstances or due to force majeure, may be applied daily fine of R\$ 50,000.00 (fifty thousand reais) that ALUNORTE is noncompliant, however, up to a maximum total aggregate liability of R\$ 35,000,000.00 (thirty-five million reais).

4.3. In the event of dispute between the parties in connection with this Term or the EXECUTION PLAN which remain unresolved for more than 180 days, ALUNORTE will notify the STATE OF PARÁ and may deposit the remaining balance of the Project Amount in favor of the specific subaccount of the FDE - Economic Development Fund of the State of Pará or another Public Fund to be designated by the STATE OF PARÁ, to finance investments related to the same purpose of this Term. In this case, ALUNORTE is granted the full discharge of the obligations established in this Term and ALUNORTE undertakes to donate the Projects in the state and condition they are.

FIFTH CLAUSE: TERM

This current Term is irrevocable and irreversible nature, effective for 36 (thirty-six) months, counting from the date of its signature or, alternatively, until the complete fulfilment of the obligations provided for herein and in the EXECUTION PLAN, or after the deposit by ALUNORTE, as defined in item 4.3 above.

SIXTH CLAUSE: APLICABLE LAW AND JURISDICTION

6.1. The MASTERPLAN and the EXECUTION PLAN shall be implemented in accordance with Brazilian legislation in force, and in compliance with the World Bank's Social and Environmental Sustainability Performance Standards (IFC), the United Nations Sustainable Development Goals (ODS), the rules established by the International Labor Organization (ILO), and applicable anti-corruption legislation.

6.2. The parties elect the jurisdiction of the Municipality of Belém to resolve any doubts arising from this Term, expressly waiving any other, however privileged it may be.

And so to be fair and laid down the conditions, the present term of commitment is signed by the parties on 3 copies of equal content and one effect.

Belém, September, 05,2018