



Mariana Erika Heynemann

Sworn Public Translator

English-Portuguese

Enrolled with the Board of Trade of the State of Rio de Janeiro under # 091

A.BPS Idiomas e Traduções Ltda.

Av. Passos, 115/814

Rio de Janeiro - Centro

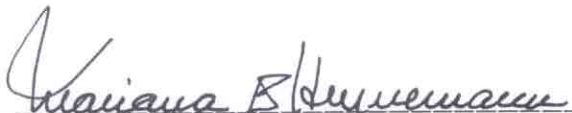
Tel: 2213-2985/2213-2986 e 2213-2987

e-mail: abps@abpstraducoes.com.br

I, the undersigned, a Sworn Public Translator and Commercial Interpreter in this City of Rio de Janeiro, State of Rio de Janeiro, Federative Republic of Brazil, appointed by the Chairman of the Commercial Registry - Resolution #44 of this distinguished body, on June 28th, 1983, DO HEREBY CERTIFY AND ATTEST that a document written in Portuguese was presented to me for translation into English, which at the request of the interested party I lawfully did by my official capacity".-----

IN WITNESS WHEREOF, I set my hand and affix my Official Seal hereunto.




Mariana Erika Heynemann



Mariana Erika Heynemann

Sworn Public Translator

English-Portuguese

Enrolled with the Board of Trade of the State of Rio de Janeiro under # 091
Av. Passos, 115/814

Rio de Janeiro – Centro

Tel: 2213-2985/2213-2986 e 2213-2987

e-mail: abps@abpstraducoes.com.br

Translation N°J1503/04

The document submitted for translation is an
Agreement Amendment. -----

**SECOND AMENDMENT TO THE CONDUCT
ADJUSTMENT AGREEMENT AND
RATIFICATION OF RECIPROCAL
OBLIGATIONS, as follows:** -----

By and between -----

The Tupinikim and Guarani indigenous communities of the villages of Boa Esperaça, Piraquê-Açu, Caieiras Velhas, Irajá, Pau Brasil and Três Palmeiras, all located in the municipality of Aracruz, in the State of Espírito Santo, henceforth simply referred-to as the **COMMUNITIES**, herein represented by the **ASSOCIAÇÃO INDÍGENA TUPINIQUIM-GUARANI** (TUPINIKIM-GUARANI INDIGENOUS ASSOCIATION), a non-profit civil association, enrolled as a taxpayer under CNPJ/MF no. 02.551.517/0001-02, and herein represented by its President, henceforth simply referred-to as AITG, and assisted by the **Fundação Nacional do Índio** (National Foundation of Indigenous Peoples) – **FUNAI**, herein represented by Wilton Madson



Mariana Erika Heynemann

Sworn Public Translator

English-Portuguese

Enrolled with the Board of Trade of the State of Rio de Janeiro under # 091

Av. Passos, 115/814

Rio de Janeiro – Centro

Tel: 2213-2985/2213-2986 e 2213-2987

e-mail: abps@abpstraducoes.com.br

Andrada, its Regional Executive Administrator in
Governador Valadares; -----

And -----

ARACRUZ CELULOSE S.A. (henceforth simply
referred-to as **ARACRUZ**), with head offices in the
City of Rio de Janeiro, at Rua Lauro Müller, no. 116,
40º andar, CNPJ/MF Corporate Taxpayer ID no.
42.157.511/0001-61, herein represented by its
undersigned representatives; -----

The **COMMUNITIES** and **ARACRUZ**, also jointly
referred-to as the **PARTIES**, and separately as the
PARTY, -----

Whereas: -----

(a) On April 2nd, 1998, with the assistance of **FUNAI**,
the **PARTIES** signed a Conduct Adjustment
Agreement (“**TAC**”), in the manner and for the
purposes set forth in paragraph 6 of article 5 of Law
No. 7,347/85, through which the parties established
reciprocal obligations; -----

(b) On June 8th, 1998, the same parties signed an
Instrument of Ratification of Reciprocal Obligations,
which constitutes the first amendment to the
aforementioned **TAC**, and by which, the parties



Mariana Erika Heynemann

Sworn Public Translator

English-Portuguese

Enrolled with the Board of Trade of the State of Rio de Janeiro under # 091

Av. Passos, 115/814

Rio de Janeiro - Centro

Tel: 2213-2985/2213-2986 e 2213-2987

e-mail: abps@abpstraducoes.com.br

decided to clearly state their understanding of the clauses and conditions of the **TAC**, especially regarding the forwarding to the amount contemplated in item 1.5 of the **TAC**; -----

(c) As the result of negotiations concluded in a meeting held on August 1st, 2002, attended by the leaders and people mentioned in the respective minutes, hereinafter an integral and supplementary part of this amendment as if it were transcribed herein, the **PARTIES** decided to alter certain conditions agreed-to in the **TAC** and its first amendment, as mutually stipulated and accepted herein. -----

1. The annual installment amount set forth in clause 3 of the **TAC** shall be increased in the amount of R\$ 400,000.00 (four hundred thousand Reals) per year, payment of which will be made in compliance with the same deadlines and terms stipulated in the **TAC**, notably in terms of its monthly indexation for inflation from the present date until its effective payment, based on the variation of the IGPM (General Market Price Index) or the IPC (Consumer Price



Mariana Erika Heynemann

Sworn Public Translator

English-Portuguese

Enrolled with the Board of Trade of the State of Rio de Janeiro under # 091

Av. Passos, 115/814

Rio de Janeiro – Centro

Tel: 2213-2985/2213-2986 e 2213-2987

e-mail: abps@abpstraducoes.com.br

Index), or its replacement, the highest of which will prevail. -----

2. In addition to the installment mentioned in the previous item, and during the entire term of the **TAC**, **ARACRUZ** will grant students living in villages in the **COMMUNITIES** up to 35 (thirty-five) scholarships per year for college-level educational institutions. Each student will be responsible for meeting the minimum performance requirements for maintaining the scholarships, as defined by the **PARTIES** and the educational institution. If the number of students approved for admission to the college exceeds the number of scholarships provided hereunder, **ARACRUZ** will endeavor, together with federal and state organisms, to obtain the necessary scholarships. -----

3. **ARACRUZ** commits itself to support the **COMMUNITIES** in the establishment of a job eligibility plan for its members, consisting in a survey of the professional profile of the **COMMUNITIES**, and based on this survey, support in the search for and organization of private and governmental labor qualification programs (such as,



Mariana Erika Heynemann

Sworn Public Translator

English-Portuguese

Enrolled with the Board of Trade of the State of Rio de Janeiro under # 091

Av. Passos, 115/814

Rio de Janeiro – Centro

Tel: 2213-2985/2213-2986 e 2213-2987

e-mail: abps@abpstraducoes.com.br

for example, the Fundo de Amparo ao Trabalhador (Worker's Aid Fund) – FAT, Serviço Social da Indústria (Industry Social Services) SESI, etc.) and the request for hiring priority for community labor from **ARACRUZ** service providers. -----

4. **ARACRUZ** also commits itself to: -----

- (i) Provide the COMMUNITIES with native seedlings and technical support, as integral parts of a reforestation project for grotto and riverside areas along the Sauê, Sahy and Guaxindiba rivers; and ----
- (ii) Prepare a technical study regarding the total recovery of the Sahy and Guaxindiba rivers to be delivered to the communities with 60 days as of this date, defining measures and providing the necessary cost estimates for its recovery. Aracruz commits itself to cover the costs and carry out the recovery work on the Sahy river, up to a limit of R\$ 120 thousand, divided as follows: R\$ 60 thousand in 2002 and R\$ 60 thousand in 2003. This work must start within 60 days of the conclusion of the study. IN the event that the cost of this recovery exceeds R\$ 120 thousand, Aracruz commits itself to present the project to potential financiers. -----



Mariana Erika Heynemann

Sworn Public Translator

English-Portuguese

Enrolled with the Board of Trade of the State of Rio de Janeiro under # 091

Av. Passos, 115/814

Rio de Janeiro – Centro

Tel: 2213-2985/2213-2986 e 2213-2987

e-mail: abps@abpstraducoes.com.br

5. ARACRUZ shall also donate a tractor, with the respective agricultural implements, to the Guaráni communities. -----

6. All remaining provisions contained in the TAC remain in force and are hereby ratified, provided that they do not conflict with the provisions set forth herein. -----

7. The default, by either of the parties, on any of the reciprocal obligations agreed-to in the TAC and its amendments shall entitle the innocent party to consider said instruments to be terminated, for all legal effects and purposes. -----

The parties being in full agreement, they hereby execute this amendment in 03 (three) counterparts, in the presence of the undersigned witnesses. -----

Aracruz, ES, September 4th, 2002. -----

ARACRUZ CELULOSE S.A. [*Illegible Signature*]

Carlos Alberto de Oliveira Roxo, Director. -----

ASSOCIAÇÃO INDÍGENA TUPINIQUIM-

GUARANI [*Illegible Signature*] José Luiz Francisco

Ramos, President. -----

FUNDAÇÃO NACIONAL DO ÍNDIO [*Illegible*

Signature] Wilton Madson Andrada. -----

For the **COMMUNITIES:** -----



Mariana Erika Heynemann

Sworn Public Translator

English-Portuguese

Enrolled with the Board of Trade of the State of Rio de Janeiro under # 091

Av. Passos, 115/814

Rio de Janeiro – Centro

Tel: 2213-2985/2213-2986 e 2213-2987

e-mail: abps@abpstraducoes.com.br

[Following Page] -----

...Continuation of the signatures of the **SECOND AMENDMENT TO THE CONDUCT ADJUSTMENT AGREEMENT AND RATIFICATION OF RECIPROCAL OBLIGATIONS**, executed on September 4th, 2002: -----

[*Illegible Signature*] Jonas Ernesto da Silva, **Chief of the Village of Boa Esperança**. -----

[*Illegible Signature*] Pedro da Silva, **Chief of the Village of Piraquê-Açu**. -----

[*Illegible Signature*] José Sezenando, **Chief of the Village of Caieiras Velha**. -----

[*Illegible Signature*] José Nunes Vicente, **Chief of the Village of Irajá**. -----

[*Illegible Signature*] Antonio dos Santos, **Chief of the Village of Pau Brasil**. -----

[*Illegible Signature*] Nelson Carvalho dos Santos, **Chief of the Village of Três Palmeiras**. -----

Witnesses: -----

[*Illegible Signature*] L. Athaide, FUNAI civil servant.

[*Illegible Signature*] G. Faustino, ARCEL. -----

Rio de Janeiro, August 9th, 2004. -----