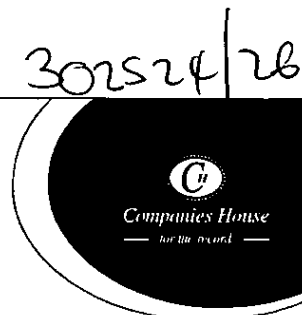


# LL MG01

## Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
created by an LLP in England and  
Wales or Northern Ireland

☒ **What this form is NOT for**  
You cannot use this form to regis  
particulars of a mortgage or char  
for a Scottish LLP  
To do this, please use form  
LL MG01s

TUESDAY



LD5 18/12/2012 #101  
COMPANIES HOUSE

|                  |   |  |
|------------------|---|--|
| <b>1</b>         | <b>LLP details</b>  | For official use   |
| LLP number       | O C 3 7 7 6 8 1   | <b>Filing in this form</b><br>Please complete in typescript or in<br>bold black capitals<br><br>All fields are mandatory unless<br>specified or indicated by * |
| LLP name in full | ABJ Trading LLP   |  |
| <b>2</b>         | <b>Date of creation of charge</b>   |  |
| Date of creation | 3 0 1 1 2 0 1 2   |  |
| <b>3</b>         | <b>Description</b>  |  |
| Description      | Please give a description of the instrument (if any) creating or evidencing the<br>charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'  |  |
|                  | Assignment and Security Agreement dated 30 November 2012 and made between ABJ Trading<br>LLP (the "Borrower") and Rabobank Curaçao N V (the "Collateral Agent") as amended by<br>Amendment No 1 to Assignment and Security Agreement dated 12 December 2012 and made<br>between the Borrower and the Collateral Agent (the "Assignment and Security Agreement") |  |
| <b>4</b>         | <b>Amount secured</b>   | <b>Continuation page</b><br>Please use a continuation page if<br>you need to enter more details.   |
| Amount secured   | Please give us details of the amount secured by the mortgage or charge  |  |
| LLP              | Any and all obligations of the Borrower under the Export<br>Prepayment Finance Agreement (as defined below) and the Notes<br>and other Credit Documents (as both such expressions are<br>defined below)   |  |

**LL MG01**

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

**5****Mortgagee(s) or person(s) entitled to the charge**

|  |  |   |
|--|--|---|
| Please give the name and address of the mortgagee(s) or person(s) entitled to the charge |  | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details. |
| Name   | Rabobank Curaçao N V                         |   |
| Address  | Zeelandia Office Park, Kaya W F G Mensing 14 |   |
|  | Willemstad, Curaçao                          |   |
| Postcode   | <input type="text"/>                         |   |
| Name   | <input type="text"/>                         |   |
| Address  | <input type="text"/>                         |   |
|  | <input type="text"/>                         |   |
| Postcode   | <input type="text"/>                         |   |

**6****Short particulars of all the property mortgaged or charged**

|  |   |   |
|--|---|---|
| Please give the short particulars of the property mortgaged or charged |   | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details. |
| Short particulars  | <p>All of the Borrower's right, title and interest in and to the following property, whether owned at the date of the Assignment and Security Agreement or thereafter acquired and whether then existing or thereafter arising (all being collectively referred to herein as "Collateral")</p> <p>(a) the Off-take Contracts (as defined below), all Export Receivables (as defined below), all Accounts (as defined below) arising therefrom, all other amounts payable to the Borrower pursuant to the Off-take Contracts and/or the Export Receivables, including all Payment Intangibles (as defined below), and all rights, options, privileges, powers, claims, remedies and indemnities, whether arising by contract, at law, in equity or otherwise, under the Off-take Contracts and/or in respect of the Export Receivables,</p> <p>(b) all Goods (as defined below) from which any Export Receivable shall have arisen and all rights related to such Goods,</p> <p>(c) all Documents (as defined below), Instruments (as defined below), Chattel Paper (as defined below) and/or Supporting Obligations (as defined below) evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any amounts under the Off-take Contracts and/or the Export Receivables,</p> <p>(d) all books and records (including, without limitation, customer lists, credit files, printouts and other computer output materials and records) of the Borrower pertaining to any of the property described in this section, and</p> <p>(e) all Proceeds (as defined below) (including insurance proceeds), products, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of the Borrower described in this section (including, without limitation, all causes of action, claims and warranties at the date of the Assignment and Security Agreement or thereafter held by the Borrower in respect of any of the items listed above and all cash proceeds of any collection or other realization of all or any part of the assets made the subject of security pursuant to the Assignment and Security Agreement)</p> <p>CONTINUED ON CONTINUATION PAGE</p> |   |

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Under the Collection Account Pledge Agreement, the Borrower undertakes that it will not (other than under the Collection Account Pledge Agreement) allow the assets thereby charged to become subject to any assignment, conveyance, transfer (other than of Goods (as defined below) pursuant to Off-take Contracts (as defined below)), participation or agreement to pledge, assign, convey, transfer or participate in any way

#### Definitions

**"Administrative Agent"** is defined in the Export Prepayment Agreement and means Banco Rabobank International Brasil S A , a financial institution organized and existing under the laws of the Federative Republic of Brazil, with offices at Av das Nacoes Unidas No 12995, 7 andar, Sao Paulo, SP, Brazil, in the capacity of Administrative Agent for the Lenders,

**"Accounts"** means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winning in a lottery or other game of chance operated or sponsored by a state, governmental unit of a State, or person licensed or authorized to operate the game by a State or governmental unit of a State. The term includes health-care-insurance receivables. The term does not include (i) rights to payment evidenced by chattel paper or an instrument, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v) letter-of-credit rights or letters of credit, or (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card,

**"Agent"** is defined in the Export Prepayment Agreement and means the Administrative Agent, the Brazilian Collateral Agent and/or the Collateral Agent, as the case may be, and **"Agents"** means the Administrative Agent, the Brazilian Collateral Agent and the Collateral Agent,

**"Agropecuaria"** is defined in the Export Prepayment Agreement and means W W Agropecuaria Ltda , a sociedade limitada existing under the laws of the Federative Republic of Brazil, with its registered office at Rodovia MT 338 Km 63 - Tapurah/MT, Brazil, enrolled with the CNPJ/MF under no 45 937 786/0001-06,

**"Aurea"** is defined in the Export Prepayment Agreement and means Aurea Ines Campiolo Boin,

**"Bom Jesus Group"** is defined in the Export Prepayment Agreement and means Nelson, Geraldo, the Borrower, the Corporate Guarantor, Bom Jesus Transportes e Logistica Ltda , Agropecuaria, Agropecuaria Araguari Ltda , Boa Esperanca Agropecuaria Ltda , Germinare Ltda and any other person that thereafter becomes directly or indirectly owned by either of Nelson or Geraldo,

**"Brazilian Collateral Agent"** is defined in the Export Prepayment Agreement and means the Administrative Agent,

CONTINUED ON CONTINUATION PAGE

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

**"Chattel Paper"** means a record or records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this paragraph, "monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods. The term does not include (i) charters or other contracts involving the use or hire of a vessel or (ii) records that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper,

**"Collateral Agent"** is defined in the Export Prepayment Agreement and means Rabobank Curaçao N V , a financial institution organized and existing under the laws of Curaçao, with offices at Zeelandia Office Park, Kaya W F G Mensing 14, Willemstad, Curaçao,

**"Collection Account"** is defined in the Export Prepayment Agreement and means account no 72082 of the Borrower held with the Collateral Agent in Curaçao, or such other account as may be designated in writing as such to the Administrative Agent, the Lenders and the Borrower by the Collateral Agent,

**"Collection Account Pledge Agreement"** is defined in the Export Prepayment Agreement and means the deed of disclosed pledge over collection account receivables governed by the laws of Curaçao, dated 30 November 2012 among the Collateral Agent, the Administrative Agent and the Borrower pursuant to which the Borrower grants to the Collateral Agent for the benefit of the Lenders a first priority security interest in all of its right in the Collection Account and the proceeds thereof, as such agreement may be amended, varied, supplemented or otherwise modified from time to time in accordance with the terms thereof and the terms of the Export Prepayment Agreement,

**"Corporate Guarantor"** is defined in the Export Prepayment Agreement and means Bom Jesus Agropecuaria Ltda , a sociedade limitada existing under the laws of the Federative Republic of Brazil, with its registered office at Avenida Presidente Joao Goulart n 543, sala 03, Rondonopolis, Mato Grosso, Brazil, enrolled with the CNPJ/MF under no 895 796/0001-08,

**"Cotton Pledge Agreement"** is defined in the Export Prepayment Agreement and means Contrato de Penhor Agrícola dated as of 30 November, 2012 granted by one or more of the members of the Bom Jesus Group in favour of the Brazilian Collateral Agent for the benefit of the Lenders and providing a first priority security interest over the plantation, harvest and storage of Goods (as defined below) covered thereby,

**"Credit Documents"** is defined in the Export Prepayment Agreement and means the Export Prepayment Agreement itself, the Notes (as defined below), the Security Agreements (as defined below) and any other documents and/or agreements delivered or entered into in connection with any of the foregoing,

CONTINUED ON NEXT CONTINUATION PAGE

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**"Document"** means a document of title or a receipt issued where goods including distilled spirits and agricultural commodities are stored under a statute requiring a bond against withdrawal or a license for the issuance of receipts in the nature of warehouse receipts, which receipt issued for the goods has like effect to a warehouse receipt even though issued by a person who is the owner of the goods and is not a warehouseman,

**"Edilene"** is defined in the Export Prepayment Agreement and means Edilene Pereira Moraes Vigolo,

**"Eligible Importer"** is defined in the Export Prepayment Agreement and means those importers of Goods acceptable to the Lenders, subject to certain provisos,

**"Export Prepayment Agreement"** means the export prepayment agreement entered into by the Borrower, the Guarantors (as defined below), the Intervening Parties (as defined below) and the Lenders dated 30 November 2012,

**"Export Receivables"** is defined in the Export Prepayment Agreement and means all valid and enforceable accounts receivable arising from the sale of Goods by the Borrower to an Eligible Importer under an Off-take Contract on a cash against documents basis,

**"Francisco"** is defined in the Export Prepayment Agreement and means Francisco Eugenio Campiolo,

**"Goods"** is defined in the Export Prepayment Agreement and means cotton of export quality,

**"Governmental Authority"** is defined in the Export Prepayment Agreement and means any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) and any entity exercising executive, legislative, judicial, regulatory or administrative authority of or pertaining to government (whether such authority is recognized as a de jure government or is a de facto government),

**"Guarantor"** is defined in the Export Prepayment Agreement and means the Corporate Guarantor, Nelson (as defined below), Roseman (as defined below) and Edilene (each of the Corporate Guarantor, Nelson, Geraldo, Roseman and Edilene being a **"Guarantor"** and their collectively being the **"Guarantors"**),

**"Instrument"** means a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, that is not itself a security agreement or lease, and that is of a type that in ordinary course of business is transferred by delivery with any necessary indorsement or assignment. The term does not include (i) investment property, (ii) letters of credit, or (iii) writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card,

**"Lender"** is defined in the Export Prepayment Agreement and means the Collateral Agent as initial lender and each lender that becomes a **"Lender"** after 30 November 2012,

**"Loans"** means loans to the Borrower under the Export Prepayment Agreement,

**"Marcos"** is defined in the Export Prepayment Agreement and means Marcos Aurelio Campiolo,

**"Maria"** is defined in the Export Prepayment Agreement and means Maria Emilia Campiolo Igarashi,

**CONTINUED ON NEXT CONTINUATION PAGE**

## LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

| 6                 | Short particulars of all the property mortgaged or charged   |  |
|-------------------|--|--|
|                   | Please give the short particulars of the property mortgaged or charged   |  |
| Short particulars | <p><b>"Mortgage"</b> is defined in the Export Prepayment Agreement and means the first ranking mortgages over agricultural productive lands in favour of the Brazilian Collateral Agent for the benefit of the Lenders granted by the Intervening Parties, or, in the case of any additional lands required to be added pursuant to Section 5(k)(iii) of the Export Prepayment Agreement any other member of the Bom Jesus Group,</p> <p><b>"Nelson"</b> is defined in the Export Prepayment Agreement and means Nelson Jose Vigolo,</p> <p><b>"Notes"</b> is defined in the Export Prepayment Agreement and means each promissory note in the form of Annex A attached to the Export Prepayment Agreement, duly executed by the Borrower and, with respect to the guarantee affixed thereon, by each Guarantor,</p> <p><b>"Obligations"</b> is defined in the Export Prepayment Agreement and means any and all obligations of the Borrower under the Export Prepayment Agreement, the Notes and the other Credit Documents,</p> <p><b>"Off-take Contracts"</b> is defined in the Export Prepayment Agreement and means each sales contract to be entered between the Borrower and an Eligible Importer providing for the sale of Goods by the Borrower to such Eligible Importer which contract has been assigned to the Collateral Agent pursuant to the Assignment and Security Agreement and/or that is listed on Schedule I to the Assignment and Security Agreement, as such Schedule may be updated from time to time,</p> <p><b>"Payment Intangibles"</b> means a general intangible under which the account debtor's principal obligation is a monetary obligation,</p> <p><b>"Person"</b> is defined in the Export Prepayment Agreement and means any individual, corporation, partnership, trust, unincorporated organization, joint stock company or other legal entity or organization and any Governmental Authority,</p> <p><b>"Proceeds"</b> means the following property</p> <ul style="list-style-type: none"> <li>(A) Whatever is acquired upon the sale, lease, license, exchange, or other disposition of collateral,</li> <li>(B) whatever is collected on, or distributed on account of, collateral,</li> <li>(C) rights arising out of collateral,</li> <li>(D) to the extent of the value of collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the collateral, or</li> <li>(E) to the extent of the value of collateral and to the extent payable to the debtor or the secured party, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the collateral,</li> </ul> <p><b>"Property"</b> is defined in the Export Prepayment Agreement and means any right of interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible,</p> <p><b>"Rosemarí"</b> is defined in the Export Prepayment Agreement and means Rosemarí Konageski Vigolo,</p> <p><b>"Security Agreements"</b> is defined in the Export Prepayment Agreement and means the Assignment and Security Agreement, the Collection Account Pledge Agreement, the Mortgage, the Cotton Pledge Agreement and any other document granting a security interest in favour of the Collateral Agent or the Brazilian Collateral Agent, as the case may be, for the benefit of the Lenders, as collateral for the Loans or any other Obligations, as each of the foregoing may be amended, varied, novated, supplemented or otherwise modified, renewed or restated in accordance with the terms thereof or the terms of the Export Prepayment Agreement, and</p> <p><b>"Supporting Obligations"</b> means a letter-of-credit right or secondary obligation that supports the payment or performance of an account, chattel paper, a document, a general intangible, an instrument, or investment property</p> |  |

# LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

|                   |  |  |
|-------------------|--|--|
| <b>6</b>          | <b>Short particulars of all the property mortgaged or charged</b>      |  |
| Short particulars | Please give the short particulars of the property mortgaged or charged |  |
|                   |  |  |

# LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

7

## Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8

## Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge. If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly.

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK. The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where property is situated in another part of UK.

9

## Signature

Please sign the form here

Signature

Signature

X 

X

This form must be signed by a person with an interest in the registration of the charge



# LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



## Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Tristan Russell

Company name Bird & Bird LLP

Address 15 Fetter Lane

Post town London

County/Region

Postcode E C 4 A 1 J P

Country UK

DX 119 London / Chancery Lane

Telephone 020 7415 6000



## Certificate

We will send your certificate to the presenter's address if given above or to the LLPs Registered Office if you have left the presenter's information blank



## Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The LLP name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



## Important information

Please note that all information on this form will appear on the public record



## How to pay

A fee of £13 is payable to Companies House in respect of mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



## Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

**For LLPs registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For LLPs registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For LLPs registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as  
applied to the Limited Liability Partnerships (Application of  
Companies Act 2006) Regulations 2009**

**LLP NO. OC377681  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT AND SECURITY  
AGREEMENT DATED 30 NOVEMBER 2012 AND CREATED BY  
ABJ TRADING LLP FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 AS APPLIED TO THE LIMITED LIABILITY PARTNERSHIPS  
(APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009  
ON THE 18 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 DECEMBER  
2012

Dx



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**