

LL MR01

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



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form LL MP02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form
scanned and placed on the public record

WEDNESDAY



L3319B00

LD2

05/03/2014

#79

COMPANIES HOUSE

1

LLP details

LLP number

00377681

LLP name in full

ABJ TRADING LLP

→ Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 20 02 2014

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name

BANCO RABOBANK INTERNATIONAL
BRASIL S.A.

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below



I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the LLP?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ¹

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form LL MR06)

9

Signature

Please sign the form here

Signature

Signature

X  X

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

LL MR01

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



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the LLP's Registered Office address.

Contact name	MICHAEL FREEMAN
LLP name	PROSKADLER ROSE LLP
Address	TEN BISHOPS SQUARE
Post town	LONDON
County/Region	
Postcode	E1 6EG
Country	
DX	
Telephone	020 7539 0600



Certificate

We will send your certificate to the presenter's address if given above or to the LLP's 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 entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☐ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



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 each mortgage or charge filed on paper.

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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC377681

Charge code: OC37 7681 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th February 2014 and created by ABJ TRADING LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 5th March 2014.

P

Given at Companies House, Cardiff on 7th March 2014



Companies House



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

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL SEEN BY ME



28/2/14

MICHAEL MCCOURT
SRA No: 379054

/

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Dated as of February 20th, 2014

between

ABJ TRADING LLP,

as Grantor,

NELSON JOSÉ VIGOLO,

as Borrower,

and

BANCO RABOBANK INTERNATIONAL BRASIL SA ,

as Secured Party



COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated as of February 20th, 2014 (this "Agreement"), between ABJ Trading LLP, based on Midas House, 2 Knoll Rise, Orpington, kent BR6 OEL, England – United Kingdom (the "Grantor"), Nelson José Vigolo, Brazilian citizen, married, rural producer, bearer of identity card [REDACTED], registered before CPF/MF under nº [REDACTED] resident and domiciled at [REDACTED] (the "Borrower") and Banco Rabobank International Brasil S.A., a financial institution organized and existing under the laws of Brazil, with offices at Av das Nações Unidas, 12 995, 7º andar, São Paulo, Brazil, as secured party (in such capacity, the "Secured Party")

WITNESSETH

WHEREAS, the Borrower has entered into the *Cédula de Crédito Bancário* No 5503/01, dated as of January 15th, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), between the Borrower and the Secured Party,

WHEREAS, the Borrower and the Grantor in favor of the Borrower is required to secure its Obligations (as hereinafter defined) by assigning the Receivables arising from the sale of certain Export Goods to Eligible Buyers under Covered Shipments the proceeds of which will be directed to the Collection Account by specific instructions to the buyers thereunder,

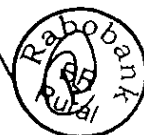
WHEREAS, to induce the Secured Party to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has agreed to pledge and grant a security interest in the Collateral to the Secured Party as security for the Obligations;

NOW, THEREFORE, the parties hereto hereby agree as follows:

Section 1 Definitions Unless otherwise specified herein, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Credit Agreement. As used herein, "Obligations" shall mean the unpaid amount of any Loan under the Credit Agreement, interest thereon, all amounts payable thereunder as indemnity and all other obligations and liabilities of the Borrower or of the Grantor to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Credit Document or any other document made, delivered or given in connection herewith or therewith, whether on account of interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all reasonable fees, charges and disbursements of counsel to the Secured Party that are required to be paid by the Borrower or by the Grantor pursuant thereto) or otherwise

Section 2 Assignment and Grant of Security Interest

2.1 Assignment and Grant of Security Interest; Collateral As collateral security for the prompt payment in full when due of the Obligations, the Grantor hereby assigns, and pledges and grants to the Secured Party, a security interest in, all of its right, title and interest in and to the following property, whether now owned by the Grantor or hereafter acquired and



whether now existing or hereafter coming into existence (all being collectively referred to herein as "Collateral")

(a) All receivables, Collections in respect thereof, rights and all monies due or to become due under Export Contracts listed in the Schedule I hereto and each sale made pursuant to a Covered Sale, including, without limitation, all related property and other rights, options, indemnities and remedies of the Grantor in respect of such sales (collectively, the "Receivable Rights"),

(b) all instruments or chattel paper (each as defined in the Uniform Commercial Code) evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, the Receivable Rights (herein collectively called "Instruments"),

(c) all funds and investment property (as defined in the Uniform Commercial Code) held in the Collection Account and all certificates and instruments (as defined in the Uniform Commercial Code), if any, from time to time representing or evidencing the Collection Account or such funds,

(d) all investments of amounts in the Collection Account now owned or hereafter acquired, and all securities (as defined in the Uniform Commercial Code), certificates and instruments (as defined in the Uniform Commercial Code), if any, from time to time representing or evidencing such investments,

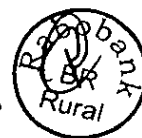
(e) all books and records pertaining to the Collateral, and

(f) all proceeds (including insurance proceeds), products, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of the Grantor described in the preceding clauses of this Section 2 (including, without limitation, all causes of action, claims and warranties now or hereafter held by the Grantor 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 Collateral pursuant to this Agreement)

The Secured Party and its successors and assigns shall have and hold all of the foregoing with all privileges and appurtenances hereby conveyed, transferred and assigned, or agreed or intended so to be for its benefit, security and protection, without privilege, priority or distinction as to lien or otherwise, except as otherwise expressly provided in this Agreement

Section 3 Cash Proceeds of Collateral

3.1 Collection Account Cash proceeds of any of the Collateral constituting Sales Proceeds or payments on Export Receivables from sales to Eligible Buyers of Export Goods acquired pursuant to a Covered Shipment shall be paid into the Collection Account in accordance with the Collection Account Agreement. Cash proceeds of any other Collateral (including amounts realized pursuant to Section 4 hereof) and required to be delivered to the Secured Party pursuant hereto shall be deposited in the Collection Account and held therein or transferred to the parties entitled thereto in accordance with the terms of the Collection Account Agreement, including, without limitation, Section 7 thereof. The parties hereto



acknowledge and agree that the balance from time to time in the Collection Account shall not constitute payment of the Obligations until fully and finally applied as provided in accordance with the Collection Account Agreement.

3.2 Grantor Receipt of Proceeds The Grantor agrees that if the proceeds of any Collateral (including the payments made in respect of the Receivable Rights) shall be received by it, it shall immediately notify the Secured Party in writing of such receipt and shall as promptly as possible deposit such proceeds into the Collection Account. Until so deposited, all such proceeds shall be held in trust by the Grantor and as the property of the Secured Party and shall not be commingled with any other funds or property of the Grantor

Section 4 Further Assurances, Remedies In furtherance of the grant of the pledge and security interest pursuant to Section 2 hereof, the Grantor hereby agrees with the Secured Party as follows:

4.1 Delivery and Other Perfection The Grantor shall

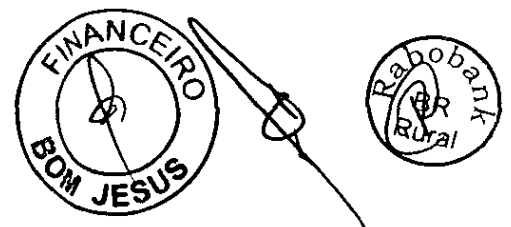
(a) deliver to the Secured Party any and all Instruments, and any and all certificated securities, instruments and chattel paper (as each such term is defined in the Uniform Commercial Code) evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting any amounts in (or any investments of amounts in) the Collection Account, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Secured Party may reasonably request, to be held as Collateral pursuant to this Agreement,

(b) give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the reasonable judgment of the Secured Party) to create, preserve, perfect or validate any portion of the security interest granted pursuant hereto or to enable the Secured Party to exercise and enforce its rights hereunder with respect to such pledge and security interest,

(c) keep full and accurate books and records relating to the Collateral, and take such other actions as the Secured Party may reasonably require in order to reflect the security interests granted by this Agreement,

(d) permit representatives of the Secured Party, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and forward copies of any notices or communications received by the Grantor with respect to the Collateral, all in such manner as the Secured Party may require, provided that such inspection and other actions shall not interfere with or otherwise interrupt the operations of the Grantor,

(e) at any time following the occurrence and during the continuation of an Event of Default, upon request of the Secured Party, promptly notify (and the Grantor hereby authorizes the Secured Party so to notify) each obligor in respect of any Receivable Rights or Instruments that such Collateral has been assigned to the Secured Party hereunder; and



(f) execute and deliver Irrevocable Payment Instructions to each proposed buyer in the invoice relating to the receivables generated under a Covered Shipment

4.2 Preservation of Rights The Grantor shall defend the Collateral against all Liens and demands of all Persons at any time claiming the same or any interest therein adverse to the Secured Party. The Grantor will advise the Secured Party promptly in reasonable detail of (a) any Lien (other than the security interests under this Agreement) on any of the Collateral that would adversely affect the ability of the Secured Party to exercise any of its remedies hereunder or under the Credit Agreement and (b) the occurrence of any other event that could reasonably be expected to have an adverse effect on the aggregate value of the Collateral or on the security interests created hereby

4.3 Events of Default, Etc. During the period during which an Event of Default shall have occurred and be continuing

(a) the Secured Party may make any compromise or settlement with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms, of any of the Collateral, in each case without increasing the Borrower's and/or the Grantor's obligations and liabilities under the Credit Documents,

(b) the Secured Party, in its own name or in the name of others, may at any time communicate with the Eligible Buyers to verify with them to the Secured Party's satisfaction the existence, amount and terms of any Receivable Rights,

(c) the Secured Party shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all powers of ownership pertaining to the Collateral as if the Secured Party were the sole and absolute owner thereof (and the Borrower and the Grantor agrees to take all such action as may be appropriate to give effect to such right), and

(d) the Secured Party in its discretion may, in its name or in the name of the Borrower or of the Grantor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral but shall be under no obligation to do so

4.4 Private Sale The Secured Party shall not incur any liability to the Grantor as a result of the sale of the Collateral, or any part thereof, at any private sale conducted in a commercially reasonable manner after an Event of Default has occurred and is continuing. The Grantor acknowledges that any private sales of any portion of the Collateral may be at prices and on terms less favorable to the Grantor than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Secured Party shall have no obligation to engage in public sales. The Grantor hereby waives any claims against the Secured Party arising by reason of the fact that the price at which the Collateral may have



been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Obligations, even if the Secured Party accepts the first offer received and does not offer the Collateral to more than one offeree.

4 5 Attorney-in-Fact

Without limiting any rights or powers granted by this Agreement to the Secured Party, effective upon the occurrence and during the continuance of any Event of Default, the Secured Party shall be appointed the attorney-in-fact of the Grantor (and the Grantor hereby agrees to maintain in effect such a power of attorney until all amounts under the Loans have been paid in full) with full power and authority in the place and stead of the Grantor, in the name of the Grantor or in its own name, for the purpose of carrying out the terms of this Agreement and taking any action and executing any documents and instruments that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, which appointment as attorney-in-fact shall be irrevocable and coupled with an interest. The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof consistent with the rights and obligations of said attorneys under this Agreement. Without limiting the generality of the foregoing, so long as the Secured Party shall be entitled under this Section 4 to make collections in respect of the Collateral, the Secured Party shall have the right and power to do any or all of the following

(1) take possession of, endorse and collect all checks, drafts, notes, acceptances or other instruments for the payment of moneys due, made payable to the order of the Grantor or otherwise, representing any payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same;

(2) file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Secured Party for the purpose of collecting any and all such moneys due under the Receivables Rights or with respect to any other Collateral whenever payable, and

(3) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, notices and other documents in connection with any of the Collateral

4 6 Further Assurances The Grantor agrees that, from time to time upon the written request of the Secured Party, the Grantor will promptly execute and deliver such further documents and do such other acts and things as the Secured Party may reasonably request in order fully to effect the purposes of this Agreement and the pledge of the Collateral hereunder

4 7 Waiver, Deficiency The Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any counsel employed by the Secured Party to collect such deficiency

4 8 Execution of Financing Statements Pursuant to the Uniform Commercial Code and any other applicable law, the Grantor authorizes the Secured Party to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Grantor in such form and in such offices as



the Secured Party determines appropriate to perfect its security interest under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

Section 5 Representations and Warranties The Grantor hereby represents and warrants to the Secured Party that

5.1 Ownership of Receivables, No Liens The Grantor is and will be the sole legal and beneficial owner of the Sales Proceeds and the Export Receivables, free and clear of any Liens (except for the Liens pursuant hereto), and no effective instrument or document covering all or any part of such Sale Proceeds or Export Receivables and any related property or Collections with respect thereto, will at such time be on file against the Grantor in any filing or recording office in the United States, Brazil or anywhere else, except such as have been filed in favor of the Secured Party in accordance herewith.

5.2 No Other Financing Such Receivable Rights and Sales Proceeds have not been and will not be financed by the Grantor or any Affiliate of the Grantor under any other financing facility.

5.3 Limitations on Modifications of Terms The Grantor will do nothing to impair the rights of the Secured Party in, to or under the Collateral. The Grantor shall not take any action to rescind or cancel the irrevocable written instructions referred to in Section 4.1(f) above nor the payment instructions contained in any Irrevocable Payment Instruction.

5.4 Consents and Approvals All consents, other than any such consent which could not affect the Obligor's obligation to pay on such Export Receivable, licenses, approvals or authorizations of, or registrations or declarations with, any Governmental Authority required to be obtained, effected or given in connection with the creation of such Export Receivable have been duly obtained, effected or given and are in full force and effect, and the Grantor has submitted all necessary documentation for, and has fulfilled all other applicable obligations for, the payment of such Export Receivable by the Obligor.

5.5 No Waiver or Modification. At the time of the pledge and assignment of such Export Receivable there has been no waiver or modification with respect to such Export Receivable, except such as are consistent with the usual and customary practices of the Grantor.

5.6 Instruments. No amount payable to the Grantor under or in connection with such Export Receivable is or will be evidenced by any Instrument.

5.7 No Violation Such Export Receivable was originated by the Grantor in the ordinary course of its business and was created, entered into or renewed in accordance with all, and does not contravene any, Requirements of Law applicable thereto, or any Contractual Obligation related thereto; the Grantor is not, and, to the knowledge of the Grantor, no other party to the applicable sale giving rise to such Export Receivable is, in violation of any such Requirement of Law.



5 8 No Proceedings No proceedings or investigations are pending or, to the best knowledge of the Grantor, threatened adversely affecting the payment or enforceability of such Export Receivable

5 9 No Right of Rescission Such Export Receivable has not been satisfied, subordinated or rescinded

5 10 Enforceability of Export Commitments Each Export Receivable is the legal, valid and binding obligation of the Eligible Buyer thereunder (to the extent of the terms thereof), enforceable against the Eligible Buyer in accordance with its terms, free and clear of any Liens

5 11 Uniform Commercial Code Such Export Receivable is an "account" or "general intangible" under the Uniform Commercial Code

Section 6. Negative Covenants The Grantor and the Borrower hereby agrees that the Grantor and the Borrower shall not, directly or indirectly

6.1 Restrictions on Certain Actions (a) Take, or knowingly permit to be taken, any action or fail to take any action that would terminate or discharge or prejudice the validity or effectiveness of any of the Credit Documents or the validity, effectiveness or priority of the Liens created by the Credit Documents, (b) take any action or fail to take any action the effect of which shall be to impair or limit in any material way or manner the ability of any party to comply with the provisions of the Credit Documents to which it is a party or (c) take any action or fail to take any action, or cause any Person to take any action or to fail to take any action, that would impair in any respect the rights and interests of the Secured Party in the Export Receivables and the proceeds thereof (except as expressly authorized by the Credit Documents), including, without limitation, granting, or consenting to the exercise by any Person of, any right of withdrawal, deduction or set-off in respect or against the Export Receivables, (d) take any action (including pledging or otherwise encumbering the Export Receivables) or fail to take any action the effect of which would be to impair or limit in any material respect its ability to comply with the requirements contained in this Agreement to pledge and assign the Export Receivables to the Secured Party hereunder or (e) sell or encumber accounts receivable arising from the sale of Export Goods to the Eligible Buyers except as permitted under this Agreement and the Credit Agreement

6 2 Payment Instructions Without the prior consent of the Secured Party, make any changes to any instruction or direction to any Eligible Buyer to make payment for the Export Goods into the Collection Account.

6 3 Other Financing Statements and Liens File or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which the Secured Party is not named as the sole secured party

6 4 Limitations on Modifications of Terms Rescind or cancel any obligation owing to it and constituting a part of the Collateral or amend, waive or otherwise modify any term of such obligation or extend or renew such obligation, or compromise or settle



any dispute without the prior written consent of the Secured Party, provided, however, that it may compromise or settle any dispute in respect of any sale giving rise to an Export Receivable in accordance with its usual and customary commercial practice and provided no Default or Event of Default has occurred and is continuing and none will occur by virtue of such modification, extension, renewal or compromise or settlement. The Grantor will do nothing to impair the rights of the Secured Party in, to or under the Collateral. The Grantor shall not take any action to rescind or cancel the irrevocable written instructions referred to in Section 4.1(f) above nor the payment instructions contained in any Irrevocable Payment Instruction.

6.5 Changes in Locations, Name, Etc. Except upon at least 30 days' prior written notice to the Secured Party and delivery to the Secured Party of all additional executed financing statements and other documents reasonably requested by the Secured Party to maintain the validity, perfection and priority of the security interests provided for herein:

(a) maintain any of its books and records with respect to the Collateral at any other office, or change its jurisdiction of organization or the location of its chief executive office or sole place of business, from that referred to in Schedule 5.1,

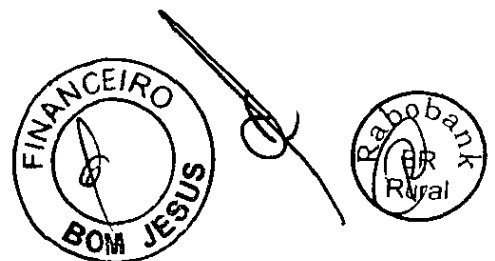
(b) change its name, identity or corporate or other organizational structure to such an extent that any financing statement filed by the Secured Party in connection with this Agreement would become misleading, or

(c) establish any place of business in the United States (or any commonwealth or territory thereof).

Section 7 Miscellaneous

7.1 Grantor and Borrower Remains Liable. Anything herein to the contrary notwithstanding, the Grantor and the Borrower shall remain liable under each of the Credit Documents to observe and perform all the conditions and obligations to be observed and performed by it thereunder. The Secured Party shall have no obligation or liability under any Receivable by reason of or arising out of this Agreement or the receipt by the Secured Party of any payment relating thereto, nor shall the Secured Party be obligated in any manner to perform any of the obligations of the Grantor under or pursuant to any receivable, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

7.2 Notices. All notices, requests and demands to or upon the Grantor or the Secured Party to be effective shall be in writing (including by telecopy) and shall be deemed to have been duly given or made (a) if by hand, when delivered or (b) if by telecopy, when received by the addressee, addressed to such party at its address or transmission number for notices provided in the preamble of this Agreement and the Credit Agreement. The Secured Party and the Grantor may change their addresses and transmission numbers for notices by notice in the manner provided in this Section 7.2.



73 Amendments; No Waiver, Cumulative Remedies. (a) None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantor and the Secured Party

(b) No failure to exercise and no delay in exercising, on the part of the Secured Party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(c) The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any other rights, remedies, powers and privileges provided by law

74 Successors and Assigns (a) This Agreement shall be binding upon and inure to the benefit of the Grantor and the Secured Party, and their respective successors and assigns, except that the Grantor may not assign or transfer any of its rights or obligations under this Agreement

75 Counterparts This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument

76 Severability Any provision of this Agreement that 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 provision in any other jurisdiction

77 Integration This Agreement and the other Credit Documents represent the entire agreement of the Borrower, Grantor and the Secured Party with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Secured Party relative to the subject matter hereof not expressly set forth or referred to herein or in the other Credit Documents.

78 Governing Law THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK

79 Submission to Jurisdiction, Waivers The Grantor and the Borrower hereby irrevocably and unconditionally

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive personal jurisdiction of the courts of the State of New York sitting in the City of New York, the courts of the United States District Court for the Southern District of New York, and appellate courts from any thereof,



(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same,

(c) irrevocably and unconditionally appoints Corporation Service Company, with offices on the date hereof at 1180 Avenue of the Americas, Suite 210, city of New York, state of New York, 10036, as its agent (the "New York Process Agent") to receive on its behalf and on behalf of its property, service of copies of the summons and complaint and any other process that may be served in any such action or proceeding in any such New York State or U.S. federal court and agrees promptly to appoint a successor New York Process Agent in New York City (which successor New York Process Agent shall accept such appointment in writing prior to the termination, for any reason, of the appointment of the initial New York Process Agent) and promptly to provide written notice to the Secured Party of the appointment of such successor New York Process Agent. In any such action or proceeding in such New York State or U.S. federal court sitting in New York City, such service may be made on the Grantor and the Borrower by delivering a copy of such process to such party in care of the appropriate New York Process Agent at such New York Process Agent's address, and a copy of such process shall be forwarded to the Grantor and to the Borrower at its address or transmission number set forth on the signature pages hereof. The Grantor and the Borrower hereby irrevocably and unconditionally authorizes and directs such New York Process Agent to accept such service on its behalf and promptly to forward a copy of such service to it;

(d) consents to service of process in the manner provided for notices in the preamble of the Credit Agreement and agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction;

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 7.9 any special, exemplary, punitive or consequential damages

7.10 Waiver of Jury Trial. EACH OF THE BORROWER, GRANTOR AND THE SECURED PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN

7.11 Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof

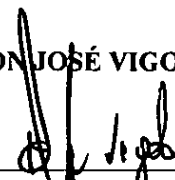
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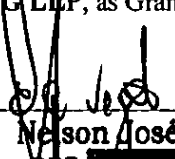
IN WITNESS WHEREOF, the Borrower, the Grantor and the Secured Party have caused this Agreement to be duly executed by their duly authorized officers all as of the date first above written


NELSON JOSÉ VIGOLO, as Borrower



 3º TAB NOTAS

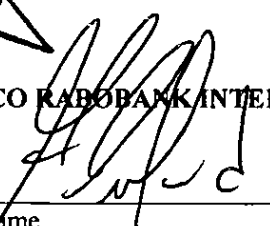
ABJ TRADING LLP, as Grantor

By 

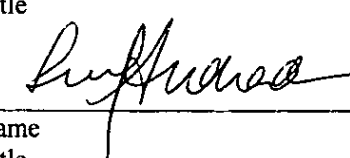
Name Nelson José Vigolo
Title CPF: 

By _____
Name _____
Title _____

BANCO RABOBANK INTERNATIONAL BRASIL S.A., as Secured Party

By 

Name _____
Title _____

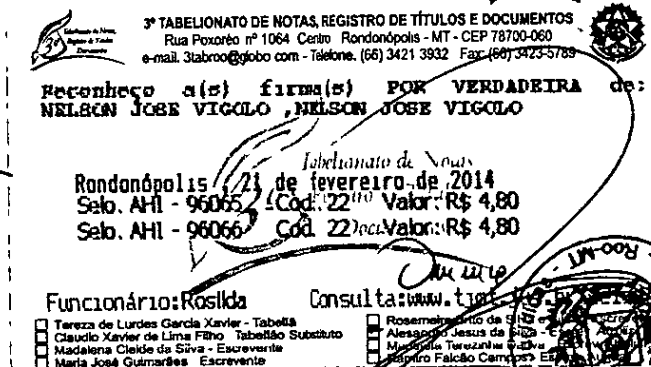
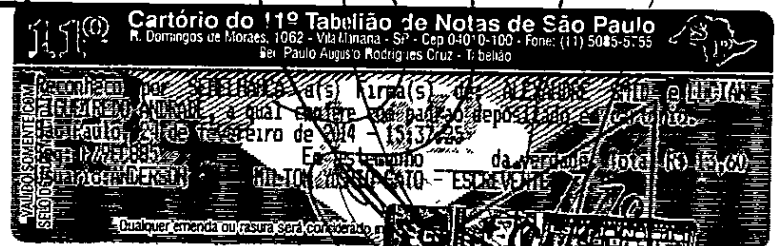
By 

Name _____
Title _____

Witness

Name
RG

Name
RG



SCHEDULE I

LIST OF EXPORT CONTRACTS

Export Contract	Product
Nº BR 14206, dated as of January 17th, 2014 – Buyer Louis Dreyfus Commodities Suisse S/A	4 000 (four thousand) metric tonnes of Brazilian raw cotton, Mato Grosso and Bahia, Crop 2014



[Handwritten signature]

