

LL MR01

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



Companies House

10253/26

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**
You may not use this form
to register a charge where the
instrument is not an instrument Use form LL1

TUESDAY



A3YIR6AA

A12

06/01/2015

#19

COMPANIES HOUSE

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



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1

LLP details

LLP number

O	C	3	7	7	6	8	1
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LLP name in full ABJ TRADING LLP

00007.

For official use

→ **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

d	1	d	6	m	1	m	0	y	2	y	0	y	1	y	4
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

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 DE INVESTIMENTOS CREDIT SUISSE (BRASIL) S A

Name CREDIT SUISSE BRAZIL (BAHAMAS) LIMITED

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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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

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

Andra Láz F. Pálmér Nunes

Guilherme M. Lage

X

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

LL MR01

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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. The contact information you give will be visible to searchers of the public record.

Contact name **FREDERICK SPEARMAN**

LLP name **ARNOLD & PORTER (UK) LLP**

Address **TOWER 42, 25 OLD BROAD STREET**

Post town **LONDON**

County/Region

Postcode **E C 2 N 1 H Q**

Country **UK**

DX

Telephone

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

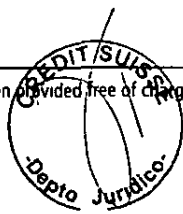
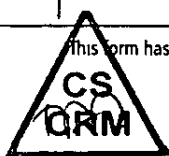
For LLPs registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

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 NR 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





IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

No: 8198 of 2014

Mr Deputy Registrar Nicholas Briggs
Dated: 19 December 2014

In the Matter of ABJ Trading LLP
and
In the Matter of the Companies Act 2006

Between:

Banco De Investimentos Credit Suisse (Brasil) S.A.

Claimant

- and -

ABJ Trading LLP

Defendant

UPON THE APPLICATION by Claim Form filed 12 November 2014 of the above named Claimant

AND UPON HEARING the solicitor for the Claimant

AND UPON READING THE EVIDENCE

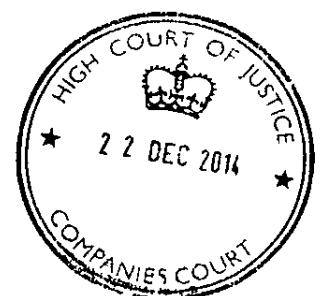
AND the Court being satisfied that the omission to deliver to the Registrar of Companies pursuant to section 859 (a) of the above-mentioned Act the Pledge Agreement dated 16 October 2014 and Security Agreement dated 16 October 2014 hereinafter mentioned together with the prescribed particulars thereof was due to inadvertence and that it is just and equitable to grant relief

IT IS ORDERED pursuant to section 859 (f) of the said Act that the time for delivering to the Registrar of Companies for Registration of the Pledge Agreement dated 16 October 2014 and Security Agreement dated 16 October 2014 and made between (1) ABJ Trading LLP (2) Banco De Investimentos Credit Suisse (Brasil) S.A. (3) Credit Suisse Brazil (Bahamas) Limited and (4) Bom Jesus Agropecuária Ltda to secure all monies and liabilities due to the lender the together with the prescribed particulars thereof is hereby extended to 16 January 2015

AND IT IS ORDERED THAT the Claimant do deliver an office copy of this Order to the Registrar of Companies

AND THIS ORDER is without prejudice to the rights of any person acquired during the period between the date of the creation of the said Pledge Agreement and Security Agreement and the date of its actual registration

To: Arnold & Portner (UK) LLP
Tower 42
25 Old Broad Street
London
EC2N 1HQ
Ref: 0022423.00037





FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC377681

Charge code: OC37 7681 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th October 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 6th January 2015.

2

Given at Companies House, Cardiff on 12th January 2015



Companies House



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

EXECUTION VERSION

PLEDGE AGREEMENT No. CSBBR20140800036

This PLEDGE AGREEMENT No. CSBBR20140800036, dated as of October 16, 2014 (this "Agreement"), by and among

~~BANCO DE INVESTIMENTOS CREDIT SUISSE (BRASIL) S.A.~~, a financial institution duly organized and validly existing in accordance with the laws of Brazil, with head offices at Rua Leopoldo Couto de Magalhães Jr, 700, 13th Floor, São Paulo - SP, Brazil (the "Lender"),

CREDIT SUISSE BRAZIL (BAHAMAS) LIMITED, a financial institution duly organized and validly existing in accordance with the laws of the Commonwealth of The Bahamas, with head offices at The Bahamas Financial Centre, 4th floor, Shirley and Charlotte Streets, P O Box N-4801, Nassau, Bahamas, with its principal office at The Bahamas Financial Centre, 4th floor, Shirley and Charlotte Streets, Nassau, Bahamas,

ABJ TRADING LLP, a company duly organized and validly existing in accordance with the laws of England and Wales, and whose registered office is at 1st Floor, Midas House, 2 Knoll Rise, Orpington, Kent, BR6 0EL, United Kingdom ("ABJ Trading"), and

BOM JESUS AGROPECUÁRIA, a Brazilian *sociedade limitada*, duly organized and validly existing with its principal place of business at Avenida Presidente João Goulart, nº 543, Room 03, Vila Aurora, CEP 78740-175, City of Rondonópolis, State of Mato Grosso, Brazil, enrolled with the Ministry of Finance under CNPJ No 08 895 796/0001-08 ("Bom Jesus Agro" and together with ABJ Trading, collectively, the "Pledgors" and each individually, a "Pledgor")

RECITALS

WHEREAS, on October 18, 2012, ABJ Trading, Credit Suisse Brazil (Bahamas) Limited, in its capacity as a Lender ("CS Bahamas"), Banco Credit Suisse (Brasil) S A, as Local Collateral Agent, and certain guarantors and agents named therein, entered into Credit Agreement No CSBBR2012100001 (the "Credit Agreement"),

WHEREAS, in connection with the Credit Agreement, Credit Suisse Brazil (Bahamas) Limited (as Bahamian Collateral Agent thereunder) and ABJ Trading entered into a Pledge Agreement No CSBBR2012000012, dated as of October 18, 2012, pursuant to which ABJ Trading pledged the proceeds of a bank account held with Credit Suisse Brazil (Bahamas) Limited (as Bahamian Collateral Agent) and any and all amounts from time to time credited thereto (the "Original Pledge Agreement"),

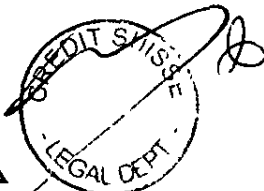
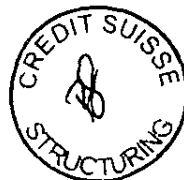
WHEREAS, on or about the date hereof, the parties to the Credit Agreement entered into a Waiver to Credit Agreement (the "Waiver"), whereby CS Bahamas (constituting the Required Lenders thereunder and as defined therein) has agreed to waive certain Stated Defaults (as defined in the Waiver),

WHEREAS, on or about the date hereof, Bom Jesus Agro, the Guarantors (*Avalistas*), as defined in the Export Notes and the Lender entered or will enter into the Export Notes (*Notas de Crédito à Exportação*) set forth on Exhibit A hereto, each governed by Brazilian law (the "Export Notes" and together with the Credit Agreement, the Waiver, the Security Agreement (as defined below), the Brazilian Collateral Agreements (as defined in the Security Agreement), this Agreement, and each other agreement or promissory note entered into in connection with the transactions contemplated hereby or thereby, the "Loan Documents"), pursuant to which Bom Jesus Agro expects to borrow from the Lender up to an aggregate principal amount of U S \$40,000,000,

WE HEREBY CERTIFY THAT
THIS IS A TRUE COPY OF THE
ORIGINAL OF WHICH IT
PURPORTS TO BE A COPY

THIS 5 DAY OF January 2015
Arnold & Porter (UK) LLP
ARNOLD & PORTER (UK) LLP
TOWER 42
25 OLD BROAD STREET
LONDON EC2N 1HQ

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WHEREAS, in connection with Loan Documents, Bom Jesus Agro, ABJ Trading, the Lender and CS Bahamas are entering into a Security Agreement, dated as of the date hereof (the "Security Agreement"), pursuant to which each of the Pledgors grants to the Lender and CS Bahamas a security interest in certain existing and future assets of the Pledgors, and

WHEREAS, to induce the Lender to enter into the Export Notes and to induce CS Bahamas to enter into the Waiver (and as additional security for the obligations under the Credit Agreement), the Pledgors have agreed to pledge in favor of the Lender and CS Bahamas the proceeds of the bank accounts set forth on Exhibit B (the "Collection Accounts") held with Credit Suisse Brazil (Bahamas) Limited and respectively owned by ABJ Trading and Bom Jesus Agro and any and all amounts from time to time credited thereto, any and all investments made with funds therein, any and all other financial assets credited thereto, any and all entitlements of the Pledgors with respect to such financial assets and any and all proceeds of any of the foregoing (collectively, the "Collateral"), which shall be held as collateral under the terms and provisions provided below

NOW THEREFORE, the parties hereto agree as follows

ARTICLE 1 DEFINITIONS

Section 1 01 *Definitions*. Except as otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to such terms in the Security Agreement

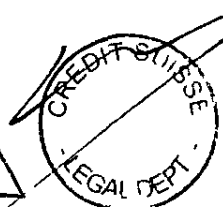
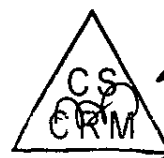
ARTICLE 2 CHARGE

Section 2 01 *Charge*. Further to the terms of the Export Notes (and as additional security for the obligations under the Credit Agreement), the Pledgors, as **beneficial owners**, hereby irrevocably and unconditionally **grant, pledge, charge, assign, deliver and transfer** to each of the Lender and CS Bahamas by way of pledge and fixed and floating charges, all of the Pledgors' respective rights and title to the Collateral as collateral for the full performance of the obligations of Bom Jesus Agro and the Guarantors under the Export Notes and of ABJ Trading and the guarantors under the Credit Agreement

Section 2 02 *Set-off* To the extent that the provisions of this Clause shall be severable from and operate independently of the foregoing provisions creating a charge over the Collateral, each of the Lender and CS Bahamas is hereby authorized at any time and from time to time, to the fullest extent permitted by law, **to set off and apply** the Collateral against any payment obligation of (i) Bom Jesus Agro and the Guarantors under the Export Notes and (ii) ABJ Trading and the guarantors under the Credit Agreement

Section 2 03 *Secured Party* The Lender and CS Bahamas shall have the rights, powers and remedies of a secured party with respect to the Collateral held in each of the Collection Accounts from time to time The Pledgors shall take such actions from time to time as the Lender and CS Bahamas may reasonably request to perfect and preserve the security interests provided for in this Article 2

Section 2 04 *Continuing Security* The charge hereby created shall be a continuing security notwithstanding the liquidation, incapacity or any change in the constitution of the Pledgors or any settlement of account or other matter whatsoever and shall be in addition to, and shall not merge with, or otherwise prejudice or affect any guarantee, lien, pledge, bill, note, mortgage or other security or right or remedy (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Lender, CS Bahamas or any Affiliate thereof and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Lender or CS Bahamas now or hereafter dealing with exchanging, releasing, varying or abstaining from perfecting or



enforcing any of the same or any rights which the Lender, CS Bahamas or any Affiliate thereof may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable

Section 2 05 *Power of Sale.* Notwithstanding Article 4 hereof, at any time when any amount under the Loan Documents shall become due and payable by either Pledgor to the Lender or CS Bahamas, the Lender and CS Bahamas, or, in case all amounts due under each of the Credit Agreement or the Export Notes is/are repaid in full, the remaining lender (being either the Lender or CS Bahamas) may **without notice to or the consent of the Pledgors, execute upon the Collateral** and use the proceeds thereof to meet such payment obligations Without prejudice to any rights granted pursuant to this Section 2 05, the Lender and CS Bahamas (or the remaining lender, as the case may be) hereby agree to send notice to the Pledgors of any Collateral executed upon within 5 (five) business days thereafter

Section 2 06 *Irrevocable Power of Attorney.* For the purposes of Section 2 05 hereof, using the powers granted by each of Pledgors to the Secured Parties and/or their respective assignees as provided in the "*Instrumento Público de Procuração*" substantially in the form of Exhibit C ("**Irrevocable Power-of-Attorney**"), exclusively upon the occurrence of an Event of Default, any Secured Party may execute and deliver on behalf of any Pledgor the applicable foreign exchange contracts (contrato de fechamento de câmbio) and any other documents and perform and carry out on behalf of the Pledgors any act or procedure required under Applicable Law or deemed necessary by such Secured Party to sell all or any part of the Collateral and convert the proceeds thereof into Brazilian Reais The proceeds arising out of such sale may be deposited by such Secured Party and/or their respective assignees into the Conta Vinculada or, as may be permitted under Applicable Law, into any other account designated by the Secured Parties

ARTICLE 3 TERMINATION OF AGREEMENT

Section 3 01 *Termination of Agreement.* Notwithstanding Article 4 hereof, upon the termination of and the payment in full in U.S. Dollars of all amounts payable under the Loan Documents, if any, the Lender and CS Bahamas shall re-assign, re-transfer and release the Collateral to or upon the order of the Pledgors and this agreement shall be deemed terminated

ARTICLE 4 RELEASE OF FUNDS

Section 4 01 *Release of Funds.* Upon prior written instructions from the Lender and CS Bahamas (or, from the Lender, in case all amounts due under the Credit Agreement are repaid in full), all or part of the Collateral shall be released to or upon the order of the Pledgors, provided that

- (i) the proceeds of such funds are used for the payment of any amounts due under the Loan Documents (whether at stated maturity, acceleration or otherwise) or released to the Pledgors in accordance with the terms of the Loan Documents and the Brazilian Collateral Agreements (as defined in the Security Agreement), and
- (ii) the value of the Collateral in each of the Collection Accounts after such release of funds therein will exceed any actual or potential liability and/or obligation of the Lender in respect of payments which may be due under the Loan Documents

Upon the release of the Collateral in each of the Collection Accounts in accordance with this Clause and provided that any and all amounts payable under the Loan Documents have been paid, this Agreement shall be deemed terminated



Section 4 02 *Payment, etc. of Collateral.* The Pledgors agree with the Lender and CS Bahamas that until the Lender and/or CS Bahamas (as applicable) releases the pledge pursuant to Section 4.01 above, it shall not request or demand any payment, transfer or withdrawal of the Collateral from any of the Collection Accounts except as expressly permitted hereunder

ARTICLE 5 APPLICATION OF PROCEEDS

Section 5 01 *Application of Proceeds.* Any collection, sale, disposition or other realization of all or any part of the Collateral pursuant to the enforcement of any of the provisions hereof shall be applied as follows

- (i) first, to the payment of any and all amounts due by the Pledgors to any party under the Loan Documents, if any, and
- (ii) second, to the extent any proceeds remain after the application pursuant to the preceding item (i), such funds shall be paid to the Pledgors

ARTICLE 6 DUTIES AND RIGHTS OF LENDER

Section 6 01 *Duties and Rights of Lender and CS Bahamas.* The Pledgors agree that neither the Lender nor CS Bahamas shall have any liability of any kind or nature whatsoever with respect to the Collateral, other than to hold, release or dispose of the same in accordance with the terms and provisions of this Agreement

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF THE PLEDGORS

In addition to the Representations and Warranties provided in the Loan Documents, each of the Pledgors further represent and warrant that

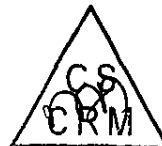
Section 7 01 *Corporate Existence, Power and Authority of the Pledgors* Each Pledgor has full power, authority and legal right to pledge all the Collateral pursuant to this Agreement,

Section 7 02 *No Violation of Law* The making and performance by each Pledgor of this Agreement and all documents executed and delivered and required to be executed and delivered by it hereunder do not and will not violate any law or regulation of the jurisdiction of its incorporation or any other law or regulation applicable to it,

Section 7 03 *Due Execution* This Agreement has been duly executed and delivered by each Pledgor and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms,

Section 7 04 *Consents, Approvals, etc* All Governmental Approvals, authorizations, registrations, filings, opinions and declarations from or with any Governmental Authority, department, administrative authority, statutory corporation or judicial entity necessary for the validity or enforceability of the Pledgors' respective obligations under this Agreement, if any, have been obtained and no governmental authorizations other than any already obtained are required in connection with the execution, delivery and performance of this Agreement,

Section 7 05 *Legal Owner.* It is the legal recorded and beneficial owner of the Collateral pledged by the respective Pledgor subject only as hereinbefore mentioned but otherwise free of all Liens or charges;



Section 7.06 *First Lien*. The pledge, assignment and delivery of the Collateral pursuant to this Agreement create a valid first lien and charge on the Collateral and the proceeds thereof and the Collateral is not subject to any prior lien or charge or to any agreement purporting to grant any third party a security interest in the property or assets of the Pledgors which would include the Collateral, and

Section 7.07 *No Liens*. During the term of this Agreement neither of the Pledgors shall without the written consent of the Lender and CS Bahamas permit any Lien, charge, claim or encumbrance (other than those in the favour of the Lender and CS Bahamas described herein) to be put in place or remain against any of the Collateral and shall upon request of the Lender or CS Bahamas deliver to the Lender or CS Bahamas (as applicable) any and all evidence of this condition and also of ownership of the Collateral

ARTICLE 8 COVENANTS OF THE PLEDGORS

In addition to the Covenants provided in the Loan Documents, the Pledgors, individually and collectively, further covenant that

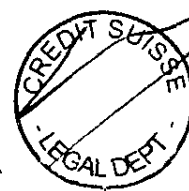
Section 8.01 *Defend Lender's and CS Bahamas's Right*. The Pledgors will (i) defend the Lender's and CS Bahamas's right, title and charge on and to the Collateral against the claims and demands of all persons whomever and (ii) have good and marketable title to and right to pledge any other property at any time hereafter pledged to the Lender and/or CS Bahamas as collateral hereunder and will likewise defend the Lender's and CS Bahamas's right thereto and lien and charge thereon

Section 8.02 *Further Assurances*. The Pledgors will, at their own cost and expense, promptly take all actions necessary or as may be required by Applicable Law or as reasonably requested by the Lender, CS Bahamas, the Administrative Agent or the Local Collateral Agent to maintain the security interest created hereby in full force and effect and enforceable in accordance with its terms, including (i) making filings and recordings, (ii) making payments of fees and other charges, (iii) issuing and, if necessary, filing or recording supplemental documentation, (iv) discharging all claims or other Liens adversely affecting the rights of the Lender, CS Bahamas, the Administrative Agent or Local Collateral Agent or any other Secured Party in any Collateral, (v) publishing or otherwise delivering notice to third parties, (vi) depositing title documents, (vii) taking such other steps as the Lender, CS Bahamas, the Administrative Agent or the Local Collateral Agent may reasonably request to perfect and protect the priority of the security interest in the Collateral and (viii) taking all other actions either necessary or as may be required by Applicable Law or as reasonably requested by the Lender, CS Bahamas, the Administrative Agent or Local Collateral Agent to ensure that all after-acquired property of the Pledgors intended to be covered by such security interest is subject to a valid and enforceable first priority perfected security interest in favour of the Lender and CS Bahamas

ARTICLE 9 MISCELLANEOUS

Section 9.01 *Waiver of Notice*. The Pledgors hereby waive all notices in connection with the delivery, acceptance, performance, default, or enforcement of any indebtedness for which the Collateral is pledged and assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any party or person primarily or secondarily liable for such indebtedness

Section 9.02 *Power of Attorney*. Upon occurrence of any Event of Default, each of the Lender and CS Bahamas is hereby irrevocably authorized, and appointed agent and attorney of the



Pledgors, to sign and deliver such documents and to take all such other action in the name of the Pledgors as the Lender and/or CS Bahamas may deem necessary or desirable to perfect or preserve the security interest in and charge on the Collateral hereby granted and created in favour of the Lender and CS Bahamas

Section 9 03 **Deed.** This Agreement is intended to take effect as Deed and shall inure to the benefit of the Lender and CS Bahamas and their respective successors and assigns and shall be binding upon the Pledgors and their successors in title

Section 9 04 **Non-Applicability.** Sections 19 and 22 of the Conveyancing and Law of Property Act of The Bahamas or the equivalent provisions of any subsequent amending or consolidating Act shall not apply to these presents

Section 9 05 **Notices.** All notices, requests and other communications to any party hereunder shall be in writing and shall be given to such party (and considered effective) as set forth in the Export Notes or the Credit Agreement

Section 9 06 **No Waivers** No failure or delay by any party hereto in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies therein provided shall be cumulative and not exclusive of any rights or remedies provided by law

Section 9 07 **Expenses, Indemnification.** The Pledgors agree to indemnify the Lender and CS Bahamas and pay to the Lender and CS Bahamas within three (3) business days as from receipt of notice thereof all documented costs charges and expenses reasonably incurred by the Lender or CS Bahamas from time to time in relation to these presents or on default by the Pledgors in respect of any of the covenants herein contained for the investment or protection of any rights of the Lender or CS Bahamas under these presents

Section 9 08 **Amendments and Waivers** Any provision of this Agreement may only be amended or waived by an amendment or waiver signed by the Pledgors and the Lender

Section 9 09 **Severability** Any provision of this Agreement 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 provision in any other jurisdiction.

Section 9 10 **Further Assurances** The Pledgors agree that at any time and from time to time upon the written request of the Lender and/or CS Bahamas, the Pledgors will execute and deliver such further documents and do such further acts and things as the Lender and/or CS Bahamas may reasonably request in order to effect the purpose of this Agreement

Section 9 11 **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Pledgors may not assign or otherwise transfer any of its rights under this Agreement without the prior written consent of the Lender and CS Bahamas. Either of the Lender or CS Bahamas may assign all or part of its right to receive any reimbursements and other payments hereunder to any affiliate

Section 9 12 **Original Pledge Agreement** This Agreement cancels, replaces and supersedes the Original Pledge Agreement, which shall be deemed terminated without any further acts or actions as of the date of perfection of this Agreement.



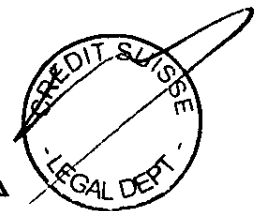
Section 9 13 **GOVERNING LAW; SUBMISSION TO JURISDICTION;
APPOINTMENT OF AGENT**

(i) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE BAHAMAS

(ii) THE PLEDGORS HEREBY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF BAHAMAS, AND ANY COURTS SITTING IN BRAZIL FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT

(iii) THE PLEDGORS IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM

[Signature pages follow]



[signature page to Pledge Agreement No CSBBR20140800036, dated as of October 16, 2014 – 1/2]

**BANCO DE INVESTIMENTOS CREDIT SUISSE
(BRASIL) S.A.**

Attestado em nome de BANCO DE INVESTIMENTOS CREDIT SUISSE

By

Name:

Title:

Sergio F. Machado

[Seal]

CREDIT SUISSE BRAZIL (BAHAMAS) LIMITED

André Luiz F. Palmer Nunes

By

Name:

Title:

Sergio F. Machado

[Seal]

WITNESSES:

1

Name

Id

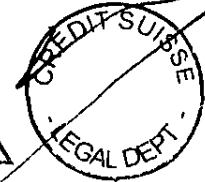
Filipe das Chagas Ruas
RG 46 695 016-0
CPF 361 208.058-00

2

Name

Id

Alexandre Beck Jacot
RG: 37.459 100-3
CPF: 228 591.818-65



[signature page to Pledge Agreement No CSBBR20140800036, dated as of October 16, 2014 - 2/2]

ABJ TRADING LLP

By

Name
Title

By

Name
Title

[Seal]

BOM JESUS AGROPECUÁRIA LTDA.

By

Name
Title

By

Name
Title

[Seal]

WITNESSES

1

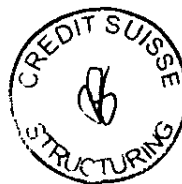
Name
Id

Filipe das Chagas Ruas
RG 46.695.016-0
CPF 361.208.058-00

2

Name
Id

Alexandre Beck Jacol
RG 37.459.100-3
CPF 228.591.81-20



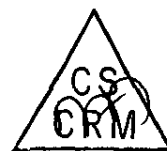
PLEDGE AGREEMENT

**dated as of
October 16, 2014**

EXHIBIT A

Export Notes

- 1 Export Note No CSBRA20140800342 (Nota de Crédito à Exportação No CSBRA20140800342), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda
- 2 Export Note No CSBRA20140800343 (Nota de Crédito à Exportação No CSBRA20140800343), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda
- 3 Export Note No CSBRA20140800344 (Nota de Crédito à Exportação No CSBRA20140800344), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda
- 4 Export Note No CSBRA20140800345 (Nota de Crédito à Exportação No CSBRA20140800345), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda
- 5 Export Note No CSBRA20140800346 (Nota de Crédito à Exportação No CSBRA20140800346), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda
- 6 Export Note No CSBRA20140800347 (Nota de Crédito à Exportação No CSBRA20140800347), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda
- 7 Export Note No CSBRA20140800348 (Nota de Crédito à Exportação No CSBRA20140800348), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda
- 8 Export Note No CSBRA20140800349 (Nota de Crédito à Exportação No CSBRA20140800349), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda
- 9 Export Note No CSBRA20140800350 (Nota de Crédito à Exportação No CSBRA20140800350), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda
- 10 Export Note No CSBRA20140800351 (Nota de Crédito à Exportação No CSBRA20140800351), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda
- 11 Export Note No CSBRA20140800352 (Nota de Crédito à Exportação No CSBRA20140800352), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda
- 12 Export Note No CSBRA20140800353 (Nota de Crédito à Exportação No CSBRA20140800353), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda



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13 Export Note No CSBRA20140800354 (Nota de Crédito à Exportação No CSBRA20140800354), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda

~~14. Export Note No CSBRA20140800355 (Nota de Crédito à Exportação No CSBRA20140800355), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda~~

15. Export Note No CSBRA20140800356 (Nota de Crédito à Exportação No CSBRA20140800356), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda

16 Export Note No CSBRA20140800357 (Nota de Crédito à Exportação No CSBRA20140800357), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda

17 Export Note No CSBRA20140800358 (Nota de Crédito à Exportação No CSBRA20140800358), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda

18 Export Note No CSBRA20140800359 (Nota de Crédito à Exportação No CSBRA20140800359), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda

19 Export Note No CSBRA20140800360 (Nota de Crédito à Exportação No CSBRA20140800360), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda

20 Export Note No CSBRA20140800361 (Nota de Crédito à Exportação No CSBRA20140800361), dated October 16, 2014, by and between Banco de Investimentos Credit Suisse (Brasil) S A and Bom Jesus Agropecuária Ltda



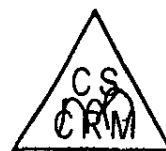
8

PLEDGE AGREEMENT
dated as of
October 16, 2014

EXHIBIT B
Collateral

Information relating to the Collection Accounts

"Collection Accounts" means the following accounts maintained at Credit Suisse Brazil (Bahamas) Limited (i) Account No 75636, for credit to ABJ Trading, Reference Bom Jesus - Pledge Account, and (ii) Account No 75748, for credit to Bom Jesus, Reference Bom Jesus - Pledge Account, or such other accounts as from time to time may be designated by Credit Suisse Brazil (Bahamas) Limited to the Pledgors in writing



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PLEDGE AGREEMENT

dated as of
October 16, 2014

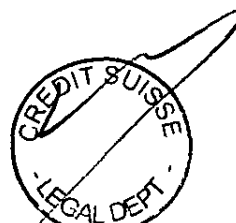
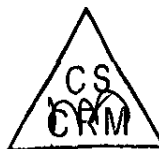
EXHIBIT C

Form of Irrevocable Power-of-Attorney
(Instrumento Público de Procuração)

Procuração Irrevogável

PROCURAÇÃO PÚBLICA BASTANTE QUE FAZ [•]

S A I B A M quantos este público instrumento de procuração bastante virem que, no dia [•] do mês de outubro do ano de dois mil e catorze (2014), nesta Cidade e Capital do Estado de Mato Grosso, República Federativa do Brasil, no [•]º Tabelionato de Notas, perante mim, Escrevente Autorizada, compareceram como **OUTORGANTES, BOM JESUS AGROPECUÁRIA LTDA.**, sociedade limitada com sede na cidade de Rondonópolis, Estado do Mato Grosso, na Avenida Presidente João Goulart, nº 543, sala 03, Vila Aurora, CEP 78 740-175, inscrita no CNPJ/MF sob o nº 08 895 796/0001-08, neste ato representada por seu(s) representante(s) legal(is) devidamente autorizado(s) e identificado(s) nas páginas de assinatura da presente escritura pública de procuração ("Bom Jesus") e **ABJ TRADING LLP.**, sociedade de responsabilidade limitada, constituída na Inglaterra e País de Gales, com sede em 2 Knoll Rise, Midas House, 1º andar, Orpington, Kent, BR6 0EL, Reino Unido, neste ato representada por seu(s) representante(s) legal(is) devidamente autorizado(s) e identificado(s) nas páginas de assinatura do presente instrumento ("ABJ Trading" e, em conjunto com a Bom Jesus, "OUTORGANTES"), à vista dos documentos de representação e identificação a mim, Escrevente Autorizado, exibidos, em seus originais, do que dou fé **ENTÃO, PELOS REFERIDOS OUTORGANTES**, me foi dito que por este instrumento e nos melhores termos de direito, nomeia, e constituem sua bastante procuradora, em caráter irrevogável e irretratável, nos termos do art 684 do Código Civil brasileiro, **BANCO DE INVESTIMENTOS CREDIT SUISSE (BRASIL) S.A.**, instituição financeira com sede na Cidade de São Paulo, Estado de São Paulo, na Rua Leopoldo Couto de Magalhães Jr , 700, 10º andar (parte) e 12º a 14º andares (partes), inscrito no CNPJ/MF sob o nº 33 987 793/0001-33 ("OUTORGADA"), na figura de seus representantes legais, com os mais amplos, gerais e irrestritos poderes para, na hipótese de ocorrência de qualquer inadimplemento, (a) movimentar as contas correntes nº [•], de titularidade das **OUTORGANTES**, abertas na agência [•], do [•], podendo transferir os recursos ali depositados e/ou, em caráter único e exclusivo, fechar a referida conta corrente, (b) contratar e liquidar as operações de câmbio, expressos em moeda estrangeira, com relação a recursos depositados em qualquer "Collection Account", nos termos do "Pledge Agreement nº CSBBR20140800036, datado de 16 de outubro de 2014 ("Pledge Agreement"), referentes a recebíveis de exportação onerados nos



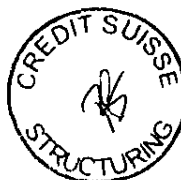
termos do "Security Agreement nº CSBBR20100800037" datado de 16 de outubro de 2014 ("Security Agreement"), podendo assinar todos e quaisquer documentos, instrumentos, contratos de câmbio, boletos, declarações e certificados relativos às transações em moeda estrangeira acima referidas, bem como providenciar a alteração, baixa, cancelamento dos respectivos contratos de câmbio perante qualquer pessoa, de direito público ou privado, incluindo o Banco Central do Brasil – Bacen, o Banco do Brasil S A e outras instituições financeiras, (c) assinar, transferir, endossar, remeter todo e qualquer documento referente aos contratos de exportação, lastros dos direitos creditórios em moeda estrangeira onerados à OUTORGADA nos termos do Security Agreement, no Brasil ou no exterior, incluindo, sem limitação, os respectivos B/Ls, Cartas Remessas de Exportação, *Commercial Invoices*, Notas Fiscais Fatura de Exportação, Saques Cambiais e outros documentos específicos exigidos pelas autoridades competentes, locais ou estrangeiras, e/ou pelo respectivo importador, (d) representar as OUTORGANTES perante o Banco Central do Brasil – Bacen, a Secretaria da Receita Federal, o Ministério da Agricultura, o Banco do Brasil S A e as demais repartições públicas, Federais, Estaduais, Distritais, Municipais, sociedades de economia mista, empresas públicas, autarquias, postos fiscais, representações diplomáticas, câmaras de comércio exterior, no Brasil ou no exterior, com relação aos recursos e aos direitos creditórios em moeda estrangeira onerados pela OUTORGANTE à OUTORGADA nos termos do Security Agreement e do Pledge Agreement, (e) assinar todo e qualquer tipo de documento, instrumento e formulário relacionados, direta ou indiretamente, aos contratos de exportação lastro dos direitos creditórios em moeda estrangeira onerados pelas OUTORGANTES à OUTORGADA nos termos do Security Agreement, perante qualquer das pessoas referidas neste instrumento de mandato, incluindo apresentar-se, ter e solicitar vistas de processos administrativos ou judiciais, acompanhando-os até o final, fazer provas e declarações, juntar e desentranhar papéis, assinar requerimentos, memoriais, solicitar a emissão e/ou autenticação de certificados ou quaisquer outros documentos e realizar todos e quaisquer atos ou procedimentos necessários à boa ordem legal, administrativa, regulamentar dos procedimentos de exportação lastro dos direitos creditórios em moeda estrangeira onerados à OUTORGADA nos termos do Security Agreement, (f) podendo receber, amigável ou judicialmente, no Brasil e no exterior, todas e quaisquer importâncias que forem devidas às OUTORGANTES, por qualquer e por quem que seja, relativas à transação comercial de exportação de produtos da OUTORGANTE, lastro dos direitos creditórios onerados à OUTORGADA nos termos do Security Agreement, e aos referidos direitos de crédito, (g) usar dos poderes contidos nas cláusulas *ad judicium* e *ad negotia* e os especiais para transigir, desistir, confessar, fazer acordos, firmar compromissos, nomear advogados, outorgar mandatos, mesmo em causa própria, substabelecer a presente no todo ou em parte, propor ações judiciais, em qualquer juízo ou tribunal, de qualquer tipo ou natureza, procedimentos administrativos ou de arbitragem, no Brasil ou no exterior, interpondo recursos, produzindo e processando provas, praticar, enfim, todos os demais atos, mesmo que omissos na presente, porém que visem adquirir, resguardar, extinguir, transferir, modificar direitos e que exijam



a outorga, presença, consentimento e assinatura das OUTORGANTES, (h) efetuar registros e realizar todo e qualquer ato ou procedimento necessário à formalização, boa ordem e preservação de todos os direitos, garantias e prerrogativas assegurados à OUTORGADA no Security Agreement, no Pledge Agreement e nos demais instrumentos jurídicos relacionados às obrigações garantidas pelo Security Agreement e pelo Pledge Agreement, incluindo aqueles relativos à formalização de quaisquer garantias reais ou fidejussórias prestadas pelas OUTORGANTES à OUTORGADA no Security Agreement, no Pledge Agreement e nos demais instrumentos jurídicos relacionados às obrigações garantidas pelo Security Agreement e pelo Pledge Agreement, podendo, inclusive, dar e receber quitação e realizar todo e qualquer ato necessário à preservação dos direitos, interesses e prerrogativas da OUTORGADA A outorga de poderes especiais dos OUTORGANTES à OUTORGADA, nos termos desta procuração irrevogável, é condição dos negócios avençados no Security Agreement, no Pledge Agreement e nos demais instrumentos jurídicos relacionados às obrigações garantidas pelo Security Agreement e pelo Pledge Agreement A OUTORGADA poderá substabelecer, no todo ou em parte, os poderes a esta outorgados neste instrumento, exclusivamente para entidades do seu grupo econômico A presente procuração é passada pelo prazo de 10 (dez) anos contado da presente data ou quando verificar-se a liquidação integral das obrigações garantidas pelo Security Agreement e pelo Pledge Agreement E DE COMO ASSIM O DISSE DOU FÉ Pediu-me e lhe lavrei o presente instrumento, o qual feito e lido e por achá-lo em tudo conforme sua vontade, outorgou, aceitou e assina Escrevente Autorizada, a digitei Eu, [•], Substituto do Tabelião, infra-assinado, porto por fé que a presente é cópia original do Livro nº [•] – Páginas [•]

Em testemunho da verdade

[•]



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