




tribunal
de justiça
do estado de goiás

ESTADO DE GOIÁS
PODER JUDICIÁRIO
COMARCA DE GOIANIRA
ESCRIVANIA DAS FAZENDAS PÚBLICAS, REGISTROS PÚBLICOS, MEIO AMBIENTE E
2º CÍVEL.

TERMO DE ABERTURA DE VOLUME

Aos quinze (15) dias do mês de outubro (10) do ano de dois mil e quinze (2015), nesta Escrivania das Fazendas Públicas, Registros Públicos, Meio Ambiente e 2º Cível desta Comarca de Goianira, Estado de Goiás, faço a abertura do **DÉCIMO** volume dos autos de Ação de Recuperação Judicial nº 371/15, autuado sob o nº 201502261973, tendo como Requerente **JJZ PARTICIPAÇÕES S/A E OUTROS**. Nada mais, lavrei este termo que vai devidamente assinado.



Daniel Caldas Barros
Escrevente Judiciário

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pursuant to Section 9-104 or 9-106 of the UCC. No Person other than the Creditor has or will have "control" over any of the Collateral.

(r) Security Interest. Upon completion of the registration and filings set forth in items (o) and (p) above, and after taking into account the provisions of the Control Agreement, the Creditor will have a valid and enforceable first priority perfected security interest in the Collateral as security for the Obligations.

10. Termination. Upon receipt of evidence satisfactory to the Creditor, through the Manager, that all of the Obligations have been indefeasibly paid in full, and provided that the Creditor has no further obligation to make any additional loans or advances under the Loan Agreement, this Agreement shall terminate, and the Creditor shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining rights to the Collateral not used to repay the Obligations, to or on the order of the Borrower. The Borrower shall pay all costs and expenses incurred by the Creditor in connection with such assignment, transference and delivery of any remaining rights to the Collateral not used to repay the Obligations.

11. Further Assurances. The Borrower hereby agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions (a) to give effect to the provisions of this Agreement and to obtain the full benefits hereof, including, without limitation, so that "control" of the Collection Account (within the meaning of Sections 9-104 and 9-106 of the UCC) is obtained and at all times held by the Creditor, and (b) as the Creditor may from time to time reasonably request in order to assure, preserve, protect and perfect the security interest granted hereunder and the rights and remedies created hereby, including, without limitation, the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest hereunder and/or the filing of any financing statements or other documents in connection herewith or therewith.

12. Borrower's Additional Duties. Anything herein contained to the contrary notwithstanding, the Borrower shall remain liable to perform all of its obligations under or with respect to the Collateral, the exercise by the Creditor of any of its rights hereunder shall not release the Borrower from any of its obligations under or with respect to the Collateral, and the Creditor shall not have any obligations or liabilities under or with respect to any of the Collateral by reason of or arising out of this Agreement, nor shall the Creditor be required or obligated in any manner to perform or fulfill any of the obligations of the Borrower under or with respect to any of the Collateral. The acceptance by the Creditor of this Agreement, with all the rights, powers, privileges and authority so created, shall not at any time or in any event obligate the Creditor to appear in or defend any action or proceeding relating to the Collateral to which it is not a party, or to take any action (other than its express duties hereunder) hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Collateral.

13. Waivers. (a) The Borrower waives presentment, demand, notice, protest, notice of acceptance

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of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Borrower assents to any extension or postponement of the time of payment or any other indulgence in respect of the Obligations, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Creditor may deem advisable. The Creditor shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 8. The Borrower further waives any and all other suretyship defenses. The Borrower agrees that its obligations hereunder shall be absolute and unconditional and shall remain in full force and effect without regard to and shall not be released, suspended, discharged, terminated or otherwise affected by any circumstance or occurrence whatsoever, including, without limitation, any invalidity, irregularity or unenforceability of all or any part of the Obligations.

(b) The Creditor shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Borrower hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Creditor's rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Borrower hereby irrevocably waives the benefit of all such laws.

14. Indemnification. The Borrower irrevocably agrees to indemnify the Creditor, the Administrator, the Manager and their respective officers, directors, employees, agents and representatives, and their respective successors and assigns (together, the "Indemnified Parties") and to hold the Indemnified Parties harmless from and against any and all losses, liabilities, costs, expenses (including reasonable fees and disbursements of counsel), claims, actions or demands of any kind or nature whatsoever (together, "Liabilities") which any of the Indemnified Parties may incur or which may be made against any of the Indemnified Parties as a result of or in connection with any Credit Document (including, without limitation, the enforcement thereof), except to the extent such Liabilities are determined by the final and nonappealable judgment of a court of competent jurisdiction to specifically have been proximately caused by the gross negligence or willful misconduct of the Person to be indemnified. If, and to the extent that, the Borrower's obligations under this Section 14 are unenforceable for any reason, the Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of the Liabilities as is permitted by applicable law. The Borrower's indemnification obligation under this Section shall survive the termination of this Agreement.

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15. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

16. Headings. The headings of the several sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

17. No Setoff. No setoff, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature which the Borrower may have or assert against the Creditor, the Manager or the Administrator shall be available hereunder to, or shall be asserted by, the Borrower in any action arising out of the transactions contemplated hereby or out of the Collateral.

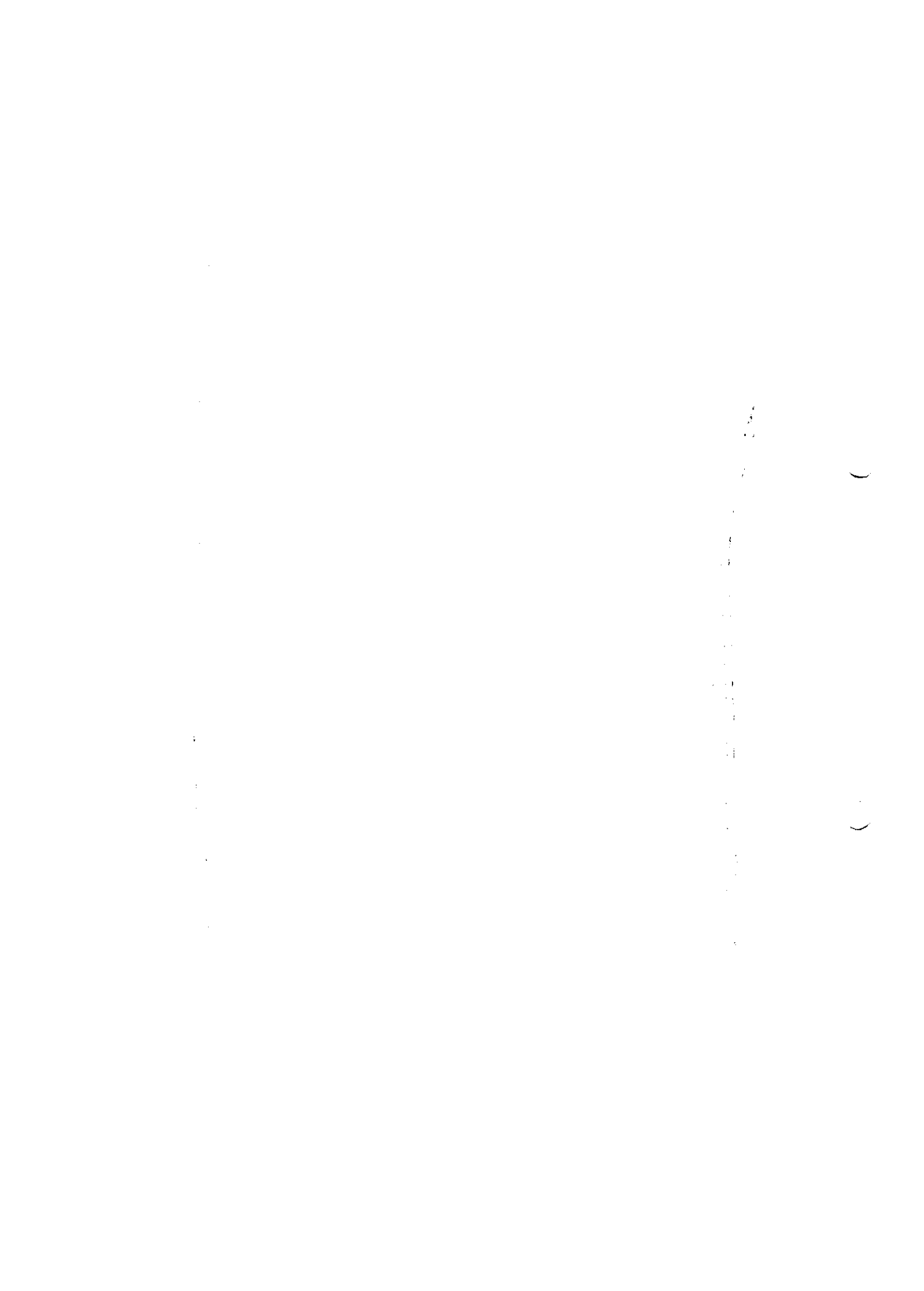
18. Costs and Expenses. The Borrower agrees to pay on demand all costs and expenses (including reasonable attorneys' fees and expenses) in connection with the sworn translation and registration of this Agreement in Brazil, the filing of any UCC financing statements in the United States of America, the preservation of any rights of or exercised by the Creditor, or the enforcement (whether through legal proceedings or otherwise) of this Agreement, including, without limitation the enforcement of rights under this Section of this Agreement, and any costs and expenses in connection with the termination of this Agreement pursuant to Section 10 hereof, including, without limitation, the assignment, transfer and delivery of any remaining rights to the Collateral.

19. 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 or affecting the validity or enforceability of such provision in any other jurisdiction, and the remaining portion of such provision and all other remaining provisions hereof will be construed to render them enforceable to the fullest extent permitted by law.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Borrower and the Creditor, provided that the Borrower shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Creditor. If at any time or times the Creditor, by assignment or otherwise, transfers all or any portion of its rights under the Loan Agreement, such transfer shall carry with it the Creditor's powers and rights under this Agreement, and the transferee shall become vested with said powers and rights whether or not they are specifically referred to in said transfer.

21. Amendment. No provision of this Agreement may be amended, supplemented, modified or waived unless pursuant to a writing signed by both the Borrower and the Creditor, and any such waiver shall be effective only in the specific instance and for the specific purpose for which given.

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22. No Waiver. No failure on the part of the Creditor to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any remedies provided by law or any other agreement.

23. Notices. All notices, requests and other communications provided for herein shall be given or made in writing (including, without limitation, by e-mail, telex or fax), delivered to the intended recipient at the "Address for Notices" specified below its name on the signature page hereof; or, as to any party, at such other address as shall be designated by such party in a notice to the other party. All such communications shall be deemed to have been duly given when transmitted by fax (confirmation received) or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.

24. Governing Law; Jurisdiction; Process Agent.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, including, without limitation, Section 5-1401 of the New York General Obligations Law, but excluding any conflicts of law principles that would lead to the application of the laws of another jurisdiction. The Borrower (a) agrees that any claim brought by any party or successor thereto arising out of this Agreement shall be subject to the non-exclusive jurisdiction of the courts of the State of New York located in the City of New York, the United States District Court for the Southern District of New York, the courts of Brazil and the appellate courts from any thereof (and the Borrower irrevocably submits, for itself and its property, to such jurisdiction), and (b) irrevocably waives any objection it may have at any time to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court, irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum and further irrevocably waives the right to object, with respect to such claim, suit, action or proceeding brought in any such court, that such court does not have jurisdiction over it. The Borrower further agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. For the purpose of proceedings in the courts of the State of New York and the United States District Court for the Southern District of New York, the Borrower hereby irrevocably designates Devonshire Services LLC, currently having an address at 80 Broad Street, Floor 5 #25, New York, NY, 10004, United States of America, as its agent (the "Process Agent") to accept on behalf of the Borrower service of any and all process or other documents which may be served in any action or proceeding in any of such courts in respect of this Agreement, and that service in such manner shall, to the fullest extent permitted by law, be deemed effective service of process upon it in any such suit, action or proceeding. In the event that the initial or any successor Process Agent shall cease to represent the Borrower, the Borrower shall promptly and irrevocably designate a successor in New York City, New York (which appointment the successor Process Agent must accept in writing prior to the termination for any reason of the

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appointment of the then current Process Agent) and notify the Creditor thereof, to accept on behalf of the Borrower service of any and all process or other documents which may be served in any action or proceeding in any of such courts in respect of this Agreement. Nothing herein shall in any way be deemed to limit the ability of the Creditor to serve legal process in any other manner permitted by applicable law or affect the right of the Creditor to bring any action or proceeding against the Borrower or its properties in the courts of any other jurisdiction.

25. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES HERETO. THE BORROWER ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH SUCH OTHER DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CREDITOR ENTERING INTO THIS AGREEMENT AND EACH SUCH OTHER DOCUMENT.

26. English Language. In the construction and interpretation of the terms and provisions of this Agreement, the English language version of this Agreement shall be the official version of this Agreement, and any version of this Agreement that has been translated into another language shall have no force and effect except for purposes of enforcing this Agreement in a court of law that requires that the Agreement be presented in another language.

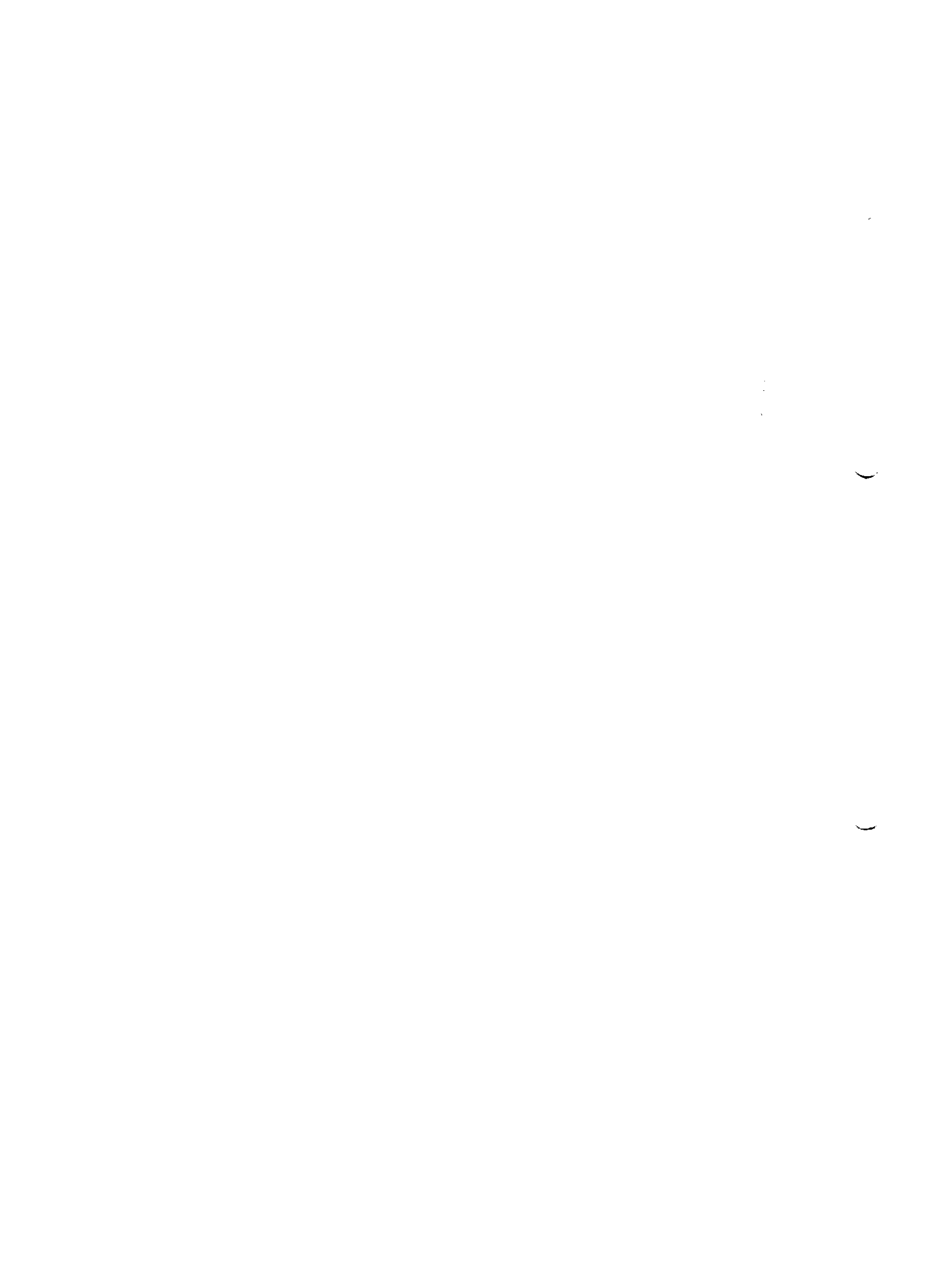
27. Waiver of Immunity. The Borrower hereby irrevocably waives, to the fullest extent permitted by applicable law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment and execution, both before and after judgment, to which it might otherwise be entitled in any action or proceeding in the courts of Brazil, the courts of the State of New York, the federal courts of the United States, or the courts of any other jurisdiction, relating in any way to this Agreement, and agrees that it will not raise nor claim any such immunity at or in respect of any such action or proceeding.

28. Neutral Interpretation. In the interpretation of this Agreement, no party shall be deemed the drafting party and each provision hereof shall be interpreted neutrally with no presumption arising in favor of one party or the other based upon which party prepared the drafts or the final version hereof.

29. Conditions Precedent. This Agreement shall become effective when the Creditor, through the Manager, shall have received, in form and substance satisfactory to it, each of the following:

(a) Corporate Documents and Authorizations. Copies of (i) the organizational and constituent documents of the Borrower certified as of the date hereof as complete and correct copies thereof by an officer thereof, and (ii) if required by the Creditor and/or by the relevant

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organizational and/or constituent documents, the resolutions of the Board of Directors or other equivalent corporate act for the Borrower authorizing the execution, delivery and performance of the Credit Documents and the transactions contemplated thereunder, certified as of the date hereof as complete and correct copies thereof by an officer thereof;

(b) Officers' Certificate. A certificate of the Borrower, substantially in the form of Exhibit C hereto, dated the date hereof and executed by an officer thereof, certifying as to the matters set forth therein;

(c) Process Agent. Satisfactory written evidence that the Process Agent has accepted its irrevocable appointment as the agent for the receipt of any and all legal process for the Borrower pursuant to Section 24 hereof; and

(d) Registration. Copies of a UCC lien search report from the District of Columbia showing that there are no existing UCC-1 filings over any of the Collateral and evidence that a UCC-1 financing statement covering the Collateral and naming the Borrower as debtor has been filed with the Recorder of Deeds for the District of Columbia.

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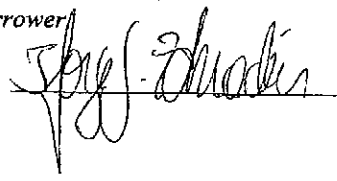
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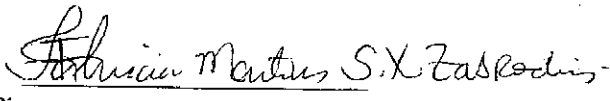
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IN WITNESS WHEREOF, the Borrower and the Creditor have caused this Agreement to be duly executed by their duly authorized officers as of the date first above written.

JJZ ALIMENTOS S.A.

as Borrower

By: 
Name:
Title:


By: 
Name:
Title:

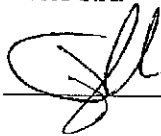
Address for Notices:
Rodovia GO-070, km12.5
CEP: 75.370-000 - Goianira, GO
Brazil
Tel: +55 62 3733-7500
Fax: +55 62 3733-7500
E-mail: jorge@jjzbeef.com.br
Attn Jorge Jonas Zabrockis

PÁTRIA CREDIT FUNDO DE INVESTIMENTO EM DIREITOS CREDITÓRIOS MULTISSETORIAL

as Creditor,

herein represented by its administrator, BNY Mellon Serviços Financeiros Distribuidora de Títulos e Valores Mobiliários S.A.

By: 
Name:
Title:

By: 
Name:
Title:

Address for Notices:
Avenida Presidente Wilson nº. 231, 11º floor, 13º e 17º floors (parte)
CEP: 20030-905
Rio de Janeiro – RJ
Brazil
Tel: +55 21 3219-2616
Fax: +55 21 3974-4501
Attn.: Carla Lopes
E-mail: carla.lopes@bnymellon.com.br e fidec@bnymellon.com.br

c/o
Pátria Investimentos Ltda.
Av. Cidade Jardim, 803, 8.º andar
São Paulo, SP
Brazil, 01453-000



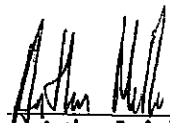
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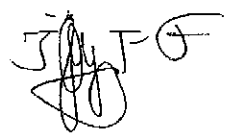
Telephone number: (+55-11) 3039-9055
Fax number: (+55-11) 3039-9034
Attn: Thierry van Eyll
E-mail: Thierry.eyll@patria_investimentos.com.br

PÁTRIA INVESTIMENTOS LTDA.,
as Manager,

By: 
Name: Thierry Xavier van Eyll
Title:

By: 
Name: Arthur R. A. F. Mello
Title:

Address for Notices:
Av. Cidade Jardim, 803, 8.º andar São Paulo, SP
Brazil, 01453-000
Telephone number: (+55-11) 3039-9055
Fax number: (+55-11) 3039-9034
Attn: Thierry van Eyll
E-mail: Thierry.eyll@patria_investimentos.com.br

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EXHIBIT A

FORM OF NOTICE OF ASSIGNMENT

To: [Off-taker]
[address]

Date: _____

The undersigned hereby gives you irrevocable notice of the assignment to Pátria Credit Fundo de Investimento em Direitos Creditórios Multissetorial (the "Creditor") under the Assignment and Security Agreement dated as of January 28, 2015, entered into by and between the undersigned, the Creditor represented by its administrator, BNY Mellon Serviços Financeiros Distribuidora de Títulos e Valores Mobiliários S.A., (the "Administrator") and its portfolio manager, Pátria Investimentos Ltda. (the "Manager"), of all the undersigned's right, title and interest in and to all amounts due from you to us for the sale of beef and beef products (such amounts being the "Export Receivables").

Except as otherwise provided in instructions from the Creditor, all payments in relation to the Export Receivables shall be made directly to the following account:

This Notice may not be revoked, waived or changed without the prior written consent of the Creditor through the Manager.

This Notice is governed by, and shall be construed in accordance with, the laws of the State of New York, United States of America.

JJZ Alimentos S.A.

By: [Signature]
Name:
Title:

By: [Signature]
Name:
Title:

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EXHIBIT B

FORM OF ACKNOWLEDGMENT OF ASSIGNMENT

To: Pátria Credit Fundo de Investimento em Direitos Creditórios Multissetorial
Avenida Cidade Jardim no. 803, 8o andar
CEP: 01453-000 - São Paulo, SP - Brazil
Attn.: Thierry Van Eyll

cc: JJZ Alimentos S.A.
Rodovia GO-070, km12.5
CEP: 75.370-000 - Goianira, GO
Brazil

Date: Jorge Jonas Zabrockis

The undersigned hereby acknowledges receipt of the Notice of Assignment, dated _____, from JJZ Alimentos S.A., regarding its assignment to you of all of its right, title and interest in and to all amounts due from us to JJZ Alimentos S.A. ("JJZ") for our purchases of beef and beef products (such amounts being the "Export Receivables").

We confirm that we have not been notified by any other person or entity that it has received an assignment of JJZ's rights in respect of the Export Receivables. We hereby irrevocably agree that we will not, without your prior written consent, agree to any change to the terms of the Export Receivables, including, without limitation, the payment date, currency, amount etc.

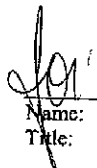
We hereby irrevocably agree that all payments by us in respect of the Export Receivables shall be made directly to [describe account].

We agree that without your prior written consent we will not exercise against JJZ or any other person any security interest, set-off, counterclaim, deduction or withholding under or in connection with the Export Receivables.

We confirm that this Acknowledgement may not be revoked, waived or changed without your prior written consent.

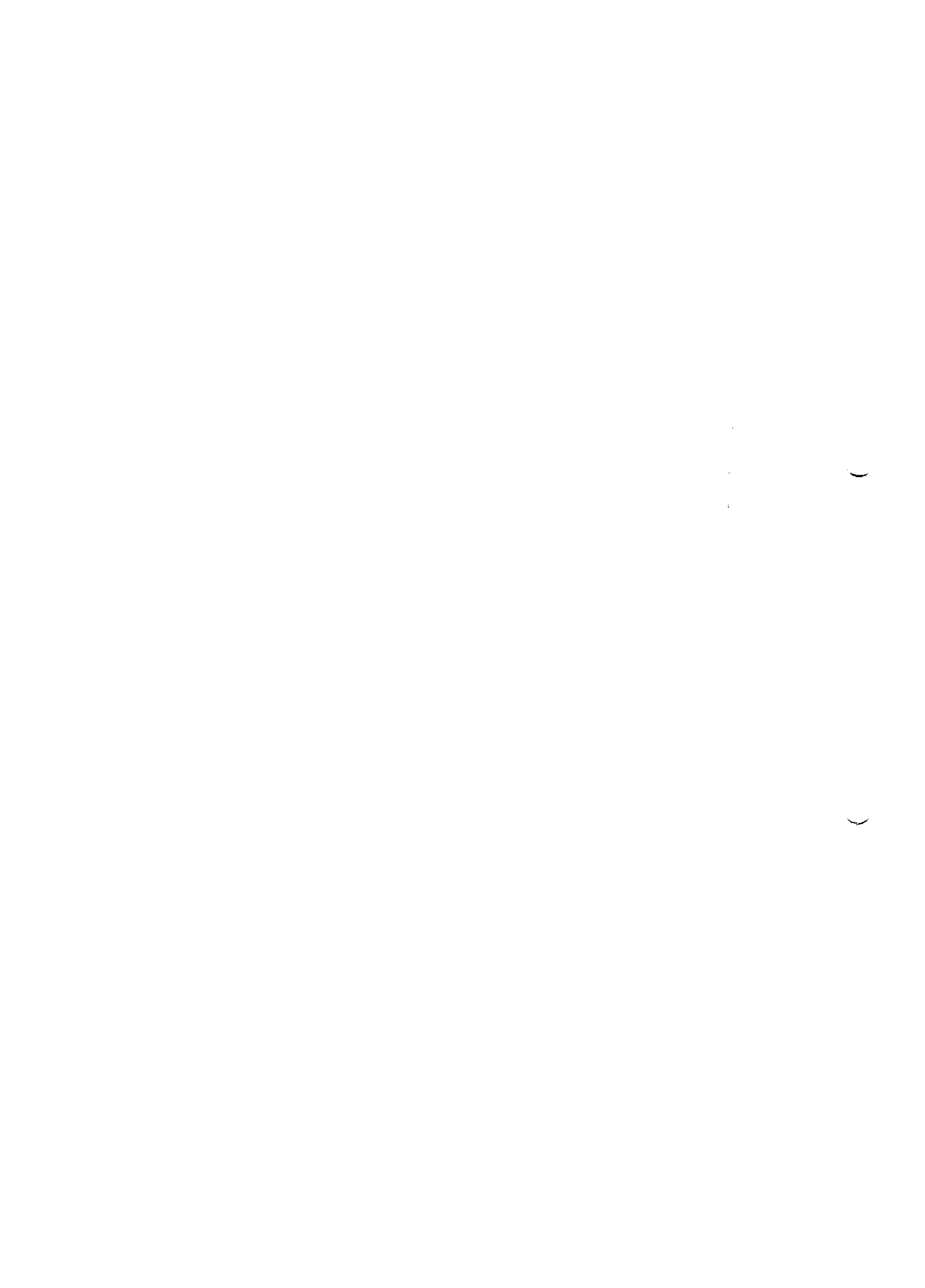
This Acknowledgement is governed by, and shall be construed in accordance with, the laws of the State of New York, United States of America.

[Off-taker]

By: 
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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EXHIBIT C

CERTIFICATE OF OFFICER

January 28, 2015

To: Pátria Credit Fundo de Investimento em Direitos Creditórios Multissetorial
Avenida Cidade Jardim no. 803, 8o andar
CEP: 01453-000 - São Paulo, SP - Brazil
Attn.: Thierry Van Eyll

Re: Assignment and Security Agreement dated as of January 28, 2015

I refer to the Assignment and Security Agreement (as may be amended, varied, novated, supplemented or otherwise modified from time to time, the "Assignment Agreement") dated as of January 28, 2015 between JJZ Alimentos S.A. and Pátria Credit Fundo de Investimento em Direitos Creditórios Multissetorial represented by its administrator, BNY Mellon Serviços Financeiros Distribuidora de Títulos e Valores Mobiliários S.A., (the "Administrator") and its portfolio manager, Pátria Investimentos Ltda. (the "Manager"). Capitalized terms used herein and not otherwise defined shall have the same meaning as in the Assignment Agreement.

I am Jorge Jonas Zabrockis, President Director of JJZ Alimentos S.A. (the "Borrower") and, pursuant to Section 29(b) of the Assignment Agreement, hereby certify in this certificate (this "Certificate") as follows:

- (1) I am duly authorized to give this Certificate.
- (2) Powers: Attached as Annex 1 to this Certificate are true, complete and up-to-date certified copies of the incorporation and constituent documents (the "Governing Documents") of the Borrower as in effect on the date hereof. The Borrower is carrying on a business authorized under its Governing Documents. Neither the entry into the Credit Documents, nor the exercise of its rights and/or performance of or compliance with its obligations thereunder does or will violate, or exceed any power or restriction granted or imposed by, its Governing Documents.
- (3) Due Execution: Attached as Annex 2 to this Certificate is an Incumbency List dated as of January 28, 2015, executed by the President Director of the Borrower containing a list of the names and titles, and specimen of the signatures, of the persons who are at the date of this Certificate officers of the Borrower or attorneys-in-fact of the Borrower and who (either individually or with others, as provided in the Governing Documents are authorized, on behalf of the Borrower, to sign the Credit Documents and are authorized to give all communications and take any other action required under or in connection with the Credit Documents.
- (4) Due Authorization: Attached as Annex 3 to this Certificate is a true and complete certified copy of the minutes of a duly convened meeting of its board of directors

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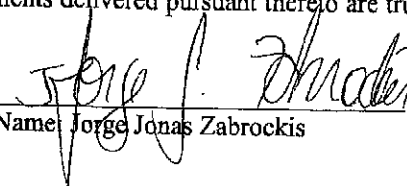
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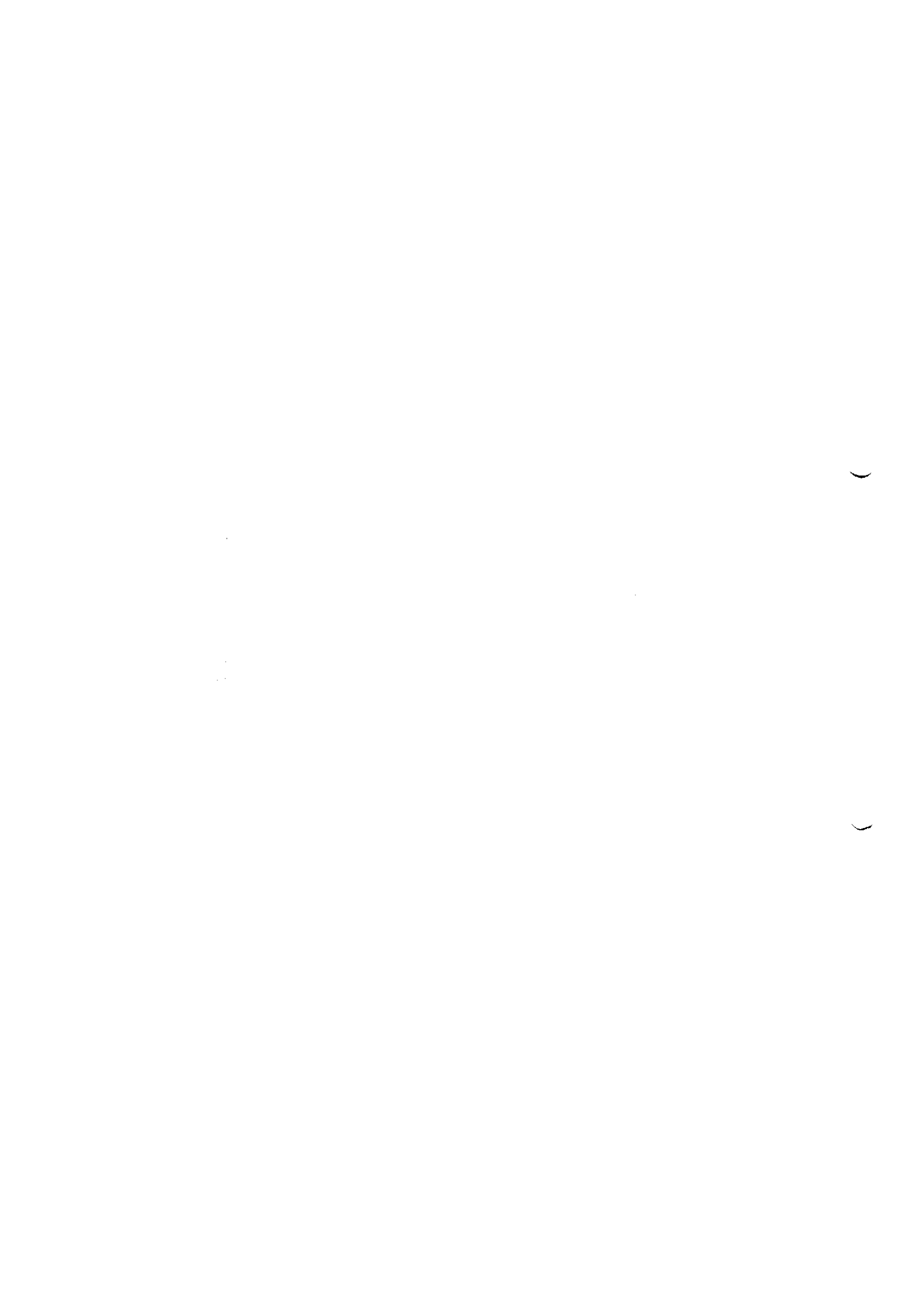
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Execution Version

duly held on December 03, 2014, at which a duly constituted quorum was present and voting throughout and at which the resolutions set out in the minutes were duly passed and adopted (the "Resolutions"). Each of the Resolutions remains in full force and effect and has not been amended, varied, novated, supplemented, modified, revoked or rescinded. The Resolutions constitute all action necessary on the part of the Borrower to approve the execution and delivery by the Borrower of the Credit Documents and the performance by the Borrower of its obligations thereunder.

- (5) No Event of Default: No Default has occurred and is continuing as of the date of this Certificate.
- (6) Covenants and Representations and Warranties: As of the date hereof the Borrower is in full compliance with all covenants under the Credit Documents and all representations and warranties of the Borrower contained therein and any certificates, statements or other documents delivered pursuant thereto are true and correct as of this date.


Name: Jorge Jonas Zabrockis



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ANNEX 2 TO CERTIFICATE OF OFFICER

[BORROWER'S LETTERHEAD]

Incumbency Certificate

I, Jorge Jonas Zabrockis, President Director of JJZ Alimentos S.A. (the "Borrower"), DO HEREBY CERTIFY, in connection with the Assignment and Security Agreement dated as of January 28, 2015 between JJZ Alimentos as the Borrower and Pátria Credit Fundo de Investimento em Direitos Creditórios Multissetorial as the Creditor represented by its administrator, BNY Mellon Serviços Financeiros Distribuidora de Títulos e Valores Mobiliários S.A., (the "Administrator") and its portfolio manager, Pátria Investimentos Ltda. (the "Manager") (the "Agreement"), that the following statements are true and correct:

1. I am a duly authorized and appointed officer of the Borrower, and I am authorized to execute this certificate on behalf of the Borrower; and
2. As of the date hereof, (a) the below named persons, having been duly elected and appointed by the Borrower, are duly authorized by the Borrower to execute and deliver on its behalf the Agreement and any other agreement, instrument or document delivered under and/or related to the Agreement, and (b) the signature which appears opposite the name of each such person referred to in clause (a) above is a true specimen of the signature of such person.

Name	Office	Signature
Jorge Jonas Zabrockis	President Director	<i>Jorge J. Zabrockis</i>
Fabricia Martins Sant'anna	Director	<i>Fabricia Martins S.X. Zabrockis</i>
Xavier Zabrockis		

IN WITNESS WHEREOF, I have signed this certificate this 28th day of January, 2015.

Jorge J. Zabrockis
 Name: Jorge Jonas Zabrockis
 Title: President Director

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Doc. 03

;

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Hilário Vaz & Branquinho

Advogados Associados

EXCELENTÍSSIMO SENHOR DOUTOR JUIZ DE DIREITO DE UMA
DAS VARAS CÍVEIS DA COMARCA DE GOIÂNIA/GO.

HIRAM PACHECO JÚNIOR, brasileiro, empresário,
portador da cédula de identidade nº M6.968.849, SSP/MG,
inscrito no CPF sob o nº 030.586.716-44, residente e
domiciliado na Rua Cunha Matos, Qd. 42, Lt. 18, Bairro
Jundiaí, Anápolis/GO; e CAROLINA SOARES PACHECO PARRILLO,
brasileira, empresária, portadora da cédula de identidade nº
MG10.491.211, SSP/MG, inscrita no CPF sob o nº
036.459.886-70, residente e domiciliada na Rua L-1, Qd. 14,
Lt. 4-A, Jardim Europa, Anápolis/GO, por seus advogados,
vêm, perante esse r. Juízo, propor

ACÃO CAUTELAR INOMINADA

contra o Sr. JORGE JONAS ZABROCKIS, brasileiro, casado,
empresário, inscrito no CPF sob o nº 071.704.298-70,

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residente e domiciliado na Alameda das Camélias, s/n, Qd. 3, Lt. 5, Conjunto Jardins Viena, Aparecida de Goiânia/GO, CEP: 74.935-184; chamando também, como litisconsorte passivo unitário, a empresa PEIXE BRASIL, INDÚSTRIA, COMÉRCIO E EXPORTAÇÃO DE PESCADOS LTDA., inscrita no CNPJ sob o nº 13.130.403/0001-05, com sede na Cidade de Alexânia-GO, Rodovia GO-139, Km 40, Fazenda Agro Barsa Peixe Brasil, CEP: 72.930-000; e a empresa HC EMPREENDIMENTOS LTDA., com sede na Rua Professor Elias Alves Ferreira, nº 401, Bloco 03, Sala 04, Vila Nossa Senhora Abadia, Anápolis/GO, CEP: 75.120-600, ambas as empresas representadas pelo primeiro Requerido, o Sr. Jorge Jonas Zabrochis, acima já qualificado, pelos seguintes fatos e fundamentos:

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1. BREVE RELATO DOS FATOS QUE MOTIVARAM ESSE PEDIDO CAUTELAR.

No dia 25.01.2015, os Requerentes celebraram com o primeiro Requerido um denominado Contrato de Compra e Venda de Quotas Sociais e Outras Avenças, relativamente às sociedades Peixe Brasil, Indústria, Comércio e Exportação de Pescados Ltda. e HC Empreendimentos Ltda.

O preço da compra e venda foi estipulado no valor certo e líquido de R\$3.320.000,00 (três milhões trezentos e vinte mil reais), sendo:



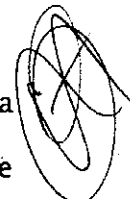
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- R\$1.820.000,00, a ser pago dia 02.02.2015, deduzindo-se deste montante a quantia encontrada por uma auditoria realizada pela empresa Mapah/Consultoria, relativamente aos débitos mencionados nos parágrafos primeiro, segundo e terceiro do contrato de compra e venda;
- R\$1.500.000,00, a ser pago pelo primeiro Requerido até o prazo máximo de cinco (05) dias após os Requerentes apresentarem a prova de quitação de todas as contingências descritas no Anexo III do contrato, inclusive eventuais multas pecuniárias, além dos documentos elencados na cláusula décima.

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Quanto a essa segunda e última parcela do pagamento, ficou ajustado, pelo parágrafo único da cláusula décima, que, caso os Requerentes não conseguissem as certidões relacionadas no *caput* daquela mesma cláusula, ficaria *"autorizado o COMPRADOR a realizar os pagamentos pendentes para a expedição da certidão necessária e descontar referido valor do segundo pagamento"*.

Relativamente ao adimplemento da primeira parcela, os Requerentes receberam o saldo remanescente



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decorrente da dedução da quantia apresentada pela auditoria da Mapah/Consultoria, muito embora, como se verá na ação principal, tenham ficado retidos indevidamente R\$178.958,77 (cento e setenta e oito mil novecentos e cinquenta e oito reais e setenta e sete centavos).

Do mesmo modo, os Requerentes também cumpriram o ajustado na cláusula décima, entregando ao primeiro Requerido a documentação ali relacionada, ficando, a partir daquela data (04.03.2015), exigível o pagamento da segunda parcela com a dedução prevista no parágrafo único daquela cláusula décima.

Em razão dessa , autorizada retenção e compensação, os Requerentes e o primeiro Requerido se reuniram por diversas vezes, tudo com o objetivo de ajustar os valores referentes aos respectivos débitos.

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Desses ajustes finais, rumo ao pagamento da segunda e última parcela, estabeleceu-se o consenso a respeito dos valores, surgindo, daí, a planilha em anexo, que foi encaminhada aos Requerentes pela empresa contratada pelo primeiro Requerido, a Mapah/Consultoria.

Quando os Requerentes estavam confiantes de que tudo estaria resolvido e, enfim, receberiam o saldo remanescente relacionado à última parcela, surgiu a notícia de que três máquinas de uma das empresas alienadas (a Peixe

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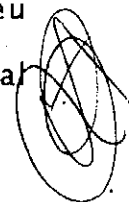
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Brasil) teriam sido adjudicadas por dívidas da empresa Sanfish Indústria e Comércio de Pescados Ltda. Esta empresa tem como sócio o Sr. André Parrillo Martins de Oliveira, que é esposo da segunda Requerente.

Na sequência, os Requerentes obtiveram a informação de que a mencionada adjudicação ocorreu em um processo de execução, que, contudo, tramitou à revelia da empresa Sanfish, em razão de uma citação nula de pleno direito. É que a citação foi feita a uma pessoa estranha ao quadro societário e ou à representação legal da empresa. Vale dizer: o processo de execução é nulo de pleno direito desde o ato citatório, sendo nula também a adjudicação.

Aproveitando-se dessa situação, e já mal 5 intencionado, o primeiro Requerido não mais atendeu aos pedidos de reunião dos Requerentes e, a partir daquele momento, condiciona o pagamento da segunda parcela à realização de uma *Due Diligence* na empresa Sanfish. Segundo informações do escritório contratado pelo primeiro Requerido (Mapah/Consultoria), alega ele, que existe o risco de responsabilização da Peixe Brasil pelos débitos da Sanfish.

Diante dessa indevida retenção do pagamento da última parcela, e após várias tentativas de receber seu crédito, os Requerentes lançaram mão da Interpelação Judicial em anexo.



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Como se vê da inicial daquele procedimento, os Requerentes apresentaram as razões que não permitem a retenção de valores e a vinculação entre a Sanfish e as duas empresas que foram a ele alienadas, mas, ao mesmo tempo, autorizou a retenção dos valores de todo o passivo existente daquela empresa (Sanfish).

A autorização de retenção, muito embora desnecessária, foi feita justamente para não permitir que o primeiro Requerente continuasse se aproveitando da situação, retendo o pagamento de mais de R\$ 1.700.000,00 (um milhão de setecentos mil reais), em razão de um passivo insignificante, estimado em pouco mais de R\$ 185.000,00 (cento e oitenta e cinco mil reais).

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Para não deixar margens de dúvidas quanto à lealdade e boa-fé dos Requerentes, anexo à Interpelação Judicial seguiram todas as certidões da empresa Sanfish, bem como os comprovantes dos débitos existentes, alguns deles, inclusive, não exigidos judicialmente e prestes a prescrever.

Concomitantemente à essa interpelação judicial, porém, os Requerentes tiveram uma notícia gravíssima. O primeiro Requerido, que é sócio majoritário da JJZ Participações S/A e JJZ Alimentos S/A, incluiu em seu grupo empresarial as duas empresas cujas cotas foram adquiridas



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dos Requerentes e, arditosamente, requereu a Recuperação Judicial de todas elas.

É isso mesmo! O primeiro Requerido, que não pagou pelas cotas sociais adquiridas dos Requerentes, vinculou as duas empresas ao seu grupo empresarial e está utilizando aquelas empresas como âncora para viabilizar seu plano de Recuperação Judicial.

Ciente de tudo isso, os Requerentes iniciaram uma verdadeira batalha para localizar o primeiro Requerido e conseguir interpellá-lo judicialmente, fato que, como se sabe, é crucial para propor a ação de rescisão contratual. É que o contrato não possui cláusula resolutive expressa.

Para se ter ideia, os Requerentes já diligenciaram perante três comarcas distintas (Aparecida de Goiânia, Alexânia e Goianira), mas, em nenhuma delas, logrou êxito em localizar pessoalmente o primeiro Requerido.

Nas de Goianira e Aparecida de Goiânia, os oficiais de justiça já fizeram enorme esforço para atingir a finalidade do ato, mas, mesmo deixando recados e fazendo vigília em determinados horários, não conseguiram. Sempre tinha uma desculpa para blindar o primeiro Requerido.

Por fim, o que restou ao oficial de justiça de Aparecida de Goiânia (onde reside o primeiro Requerido) foi fazer a sua interpelação por hora certa, já que, como

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certificado, sérias e convincentes razões permitiram concluir que o primeiro Requerido está se furtando do ato.

Feita a notificação por hora certa, a escritania daquela Comarca está realizando os procedimentos ulteriores exigidos pela legislação processual, mas fato é que, até o presente momento, o ato não está finalizado.

Conseqüentemente, ainda não é possível aos Requerentes propor com segurança a ação de rescisão contratual e, paralelamente à essa insegurança, a recuperação judicial está tramitando e as cotas sociais das empresas registradas em nome do primeiro Requerido, sem qualquer informação que possa ser oposta aos terceiros que com ela mantiverem relação.

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Aliás, considerando que o plano de recuperação judicial logo será apresentado aos credores do grupo para a deliberação acerca da sua aprovação ou não, é certo que terceiros presumidamente de boa-fé levarão as duas empresas como âncora para a recuperação judicial, sem que oficialmente estejam informados acerca do litígio existente entre os Requerentes e o primeiro Requerido.

Eis, portanto, os fatos que justificam a propositura dessa ação cautelar, cujas medidas acautelatórias, pelo menos até o presente momento, são as abaixo requeridas.



2. MEDIDAS ACAUTELATÓRIAS NECESSÁRIAS PARA GARANTIR A EFICÁCIA DO OBJETO A SER PERSEGUIDO NA AÇÃO PRINCIPAL.

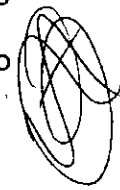
Como já foi dito acima, o primeiro Requerido está inadimplente perante uma parcela significativa da compra e venda das cotas sociais das empresas Peixe Brasil e HC Empreendimentos e, em razão disso, os Requerentes pretendem propor uma Ação de Rescisão Contratual cumulada com todas as Perdas e Danos sofridas - art. 475 do Código Civil.

Além da inadimplência no pagamento do preço ajustado, o primeiro Requerido também está inadimplente perante outras obrigações assumidas, a exemplo da substituição das garantias fidejussórias perante a Caixa Econômica Federal e a comprovação das dívidas cujos valores foram retidos na ocasião do pagamento da primeira parcela da compra e venda.

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Como consequência do contrato de compra e venda, e acreditando na boa-fé do primeiro Requerido, os Requerentes cederam desde logo as cotas sociais das empresas perante a JUCEG e, no mesmo ato, lhe entregaram a posse de todos os bens vinculados às empresas.

Essa cessão das cotas e entrega da posse foram feitas sem qualquer blindagem contra terceiros, não constando nenhuma anotação oficial e ou pública que gere a presunção de conhecimento por esses eventuais terceiros.



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Dessa forma, a presente cautelar possui a finalidade de que, enquanto não se obtenha a declaração de rescisão do contrato de venda das cotas sociais, se evite terceiros se relacionarem com as empresas sem conhecer o litígio existente, que, com certeza, refletirá na recuperação judicial em tramite e eventuais movimentações de seus bens.

Como dito alhures, o primeiro Requerido requereu a Recuperação Judicial das empresas cujas cotas adquiriu dos Requerentes e, neste momento processual, está elaborando o Plano de Recuperação, para apresentação aos credores do grupo empresarial.

Além disso, o primeiro Requerido está como único titular da integralidade das cotas sociais das empresas aqui referenciadas, muito embora sejam elas sociedade de responsabilidade limitada. Ou seja, certamente essa titularidade individual das cotas deverá ser regularizada com a admissão de outro(s) sócio(s) (terceiros) no quadro societário daquelas empresas - *art. 1033, IV, do Código Civil.*

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Por fim, a empresa HC Empreendimentos é titular de um imóvel rural de valor vultoso, que, com exceção de uma hipoteca constituída à época que os Requerentes eram sócios daquela empresa, está livre e desembaraçado de outros ônus, mas que, por óbvio, pode ser objeto de garantias reais.



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Em resumo, os Réquerentes precisam de algumas medidas cautelares que lhes garantam a eficácia da prestação jurisdicional a ser perseguida na ação principal, que é o retorno da situação ao *status quo ante*, sem que terceiros supostamente de boa-fé se oponha a esse comando judicial.

3. PEDIDOS.

Diante do exposto, os Requerentes lançam mão dessa ação cautelar para requerer que, LIMINARMENTE,

(i) Se officie a Junta Comercial do Estado de Goiás - JUCEG -, para que se averbe nos assentos daquele órgão a existência do presente litígio e da possibilidade de rescisão contratual, relativamente às empresas PEIXE BRASIL, INDÚSTRIA, COMÉRCIO E EXPORTAÇÃO DE PESCADOS LTDA. e HC EMPREENDIMENTOS LTDA-ME, ambas já qualificadas no preâmbulo desta inicial;

(ii) Se officie o respeitável Juízo da 1ª Vara Cível, Criminal, Família, Sucessões e Infância e Juventude da Comarca de Goianira, onde tramita o processo de Recuperação Judicial nº 201502261973, para que sejam todos os credores informados acerca da possibilidade de rescisão do contrato e, com isso,

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do plano de recuperação judicial não contar com as empresas Peixe Brasil e HC Empreendimentos para o recebimento dos seus créditos;

- (iii) Se oficie o Cartório de Registro de Imóveis, Registro de Títulos e Documentos, Civil de Pessoas Naturais, Pessoas Jurídicas e de Interdições de Tutelas de Alexânia-GO, para que conste na matrícula Nº 9594, referente ao imóvel denominado FAZENDA SANTA ROSA, denominado Agro-Barsa, com área certa e exata de 30,49,20 hectares, a existência da presente demanda, alertando sobre a possibilidade de rescisão do contrato que cedeu as cotas ao Sr. Jorge Jonas Zabrockis, e de não poder ser oposto aos Requerentes qualquer gravame ou ônus sobre referido imóvel.

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Após isso, requer sejam citados o primeiro Requerido e as Sociedades indicadas como Litisconsortes Passivo, para, querendo, contestar a presente ação.

Atento ao disposto no artigo 801, III, do CPC, informa que a ação principal a ser proposta será a Declaratória de Rescisão Contratual, cumulada com a Condenação pelas Perdas e Danos decorrentes das inadimplências.





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Além disso, informa que a procuração em anexo é cópia fiel da assinada pelos Requerentes, mas que, por estarem viajando, a via original será juntada no prazo máximo de 15 dias, quando elas serão recebidas pelo correio.

Por fim, requer sejam confirmados os pedidos cautelares acima requeridos, julgando-os procedentes com sua confirmação definitiva no mérito.

Provará o alegado por todos os meios de prova em direito admitidos, em especial documental, testemunhal, pericial e depoimento pessoal das Requeridas, cuja intimação pessoal, inclusive, desde já requer.

Atribui-se à causa o valor de R\$1.000,00 (um mil reais), para meros efeitos fiscais.

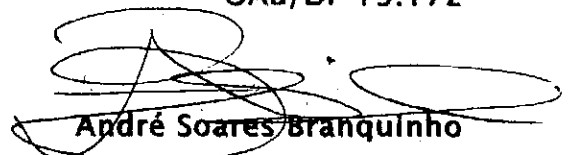
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Goiânia, 12 de agosto de 2015.

Paulo Sérgio Hilário Vaz
OAB/DF 13.834

Adriano Soares Branquinho
OAB/DF 19.172

Sérgio Marcus Hilário Vaz
OAB/GO 11.020


André Soares Branquinho
OAB/MG 89.298