



CAUSE NO FSD: 69 OF 2012 (PCJ)

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

BETWEEN:

(1) BERNHARD HUGENROTH
(2) HUGENROTH BETEILIGUNGS GMBH

Plaintiffs

- and -

AGRI.CAPITAL

Defendant

TOMLIN ORDER

UPON the Parties having agreed to the terms set out in the attached Schedule

AND BY CONSENT

IT IS ORDERED that:

1. All further proceedings in this claim be stayed except for the purpose of carrying such terms into effect, and for that purpose the parties shall have liberty to apply.
2. There be no order as to costs.

DATED this 2nd day of August 2012

FILED this 3rd day of August 2012



Cresswell J

THE HONOURABLE MR JUSTICE CRESSWELL

We consent to the making of an Order in these terms

Higgs & Johnson
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Higgs & Johnson
Attorneys for the Plaintiffs

Walkers
.....
Walkers
Attorneys for the Defendant



This Order was filed by Higgs & Johnson, Attorneys at Law for the Plaintiffs, whose address for service is 5th Floor, Anderson Square Building, George Town, PO Box 866, Grand Cayman KY1-1103

SCHEDULE

1. The Defendant will by no later than 2pm (Greenwich Mean Time) on 15 October 2012 pay to the Second Plaintiff the sum of €1,071,428.75 (one million seventy one thousand four hundred and twenty eight Euros and seventy five cents) ("the Payment") such payment to be made in cleared funds to the Second Plaintiff's account as follows:

Bremer Landesbank
Account number: 200 203 050 7
Bank State Branch Number: 290 500 00
Swift code: BRLADE22
IBAN: DE52 2905 0000 2002 0305 07
Account holder: Hugenroth Beteiligungs GmbH

2. Within 14 days of the date of this Order the Plaintiffs shall deliver the share certificates in respect of the Plaintiffs' holding of 13,809,525 common shares in the Defendant (the "Shares") to their Cayman Islands attorneys, to be held in escrow pending receipt of the Payment.
3. Within 5 working days of receipt of the Payment the Plaintiffs' Cayman Islands attorneys shall deliver to the Defendant the share certificates in respect of the Shares and the Plaintiffs shall execute all such documents as the Defendant may reasonably require to effect a valid transfer of the Shares.
4. The Payment and compliance with the obligations set out in paragraph 3 above shall constitute a full and final settlement of all claims between the Parties (including any liability for interest or costs) arising out of or in connection with or relating to the subject matter of these proceedings.
5. For the avoidance of doubt, the Defendant waives and releases any and all suits, causes of action, complaints, obligations, demands, or claims of any kind, whether in law or in equity, direct or indirect, known or unknown, suspected or unsuspected against the Plaintiffs in respect of the calling by the Plaintiffs of the bank guarantee dated 4 April 2011 issued by Deutsche Bank AG under number 450BGI1100105 ("Guarantee") and acknowledges that the Plaintiffs have no liability to the Defendant of any kind in respect of or relating to the Guarantee. Nothing herein shall constitute any admission or acknowledgement by the Plaintiffs of any such liability.



6. In default of the Defendant making the Payment in strict compliance with the time limit set out in paragraph 1 above, the Plaintiffs shall be entitled forthwith to enter judgment against the Defendant for the full amount of their claim in these proceedings together with interest and costs. The Defendant hereby waives all procedural and substantive objections against the entry of judgment pursuant to the terms of this Order and Schedule, acknowledges that such judgment would be immediately enforceable and waives any rights to appeal such judgment and any counterclaims (save as may be necessary to enforce performance of the Plaintiffs' obligations pursuant to this Order).

7. The terms of this Schedule shall be enforceable as a contract by the Parties as well as pursuant to the permission to apply contained in the Order. The terms of the Order and this Schedule set out the entire agreement between the Parties and supersede all previous negotiations and agreements.

