

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 Amended Schedule

AND BY CONSENT

IT IS ORDERED that:

1. The Schedule to the Order of the Court dated 2 August 2012 be amended in the form of the Amended Schedule attached hereto;
2. All further proceedings in this claim be stayed except for the purpose of carrying the terms of such Amended Schedule into effect, and for that purpose the parties shall have liberty to apply.
3. There be no order as to costs.

DATED this 26<sup>th</sup> day of October 2012


FILED this 30<sup>th</sup> day of October 2012



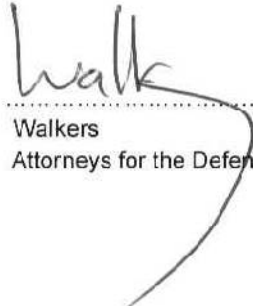


CLERK OF THE GRAND COURT

Agreed as to form and content

  
-----  
Higgs & Johnson  
Attorneys for the Plaintiffs



  
-----  
Walkers  
Attorneys for the Defendant

This Order is filed by Walkers, Attorneys at Law, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9001 for the Defendants whose address for service is care of said Attorneys at Law.

AMENDED  
SCHEDULE

1. Further to the Tomlin Order dated 2 August 2012 in Cause FSD 69 of 2012 and in substitution for the Schedule thereto, it is hereby agreed between the Parties that:
2. At the earlier of the closing of any sale transaction referred to in Paragraph 3 or 2pm (Greenwich Mean Time) on 1 December 2012, Defendant shall pay to Second Plaintiff the sum of €1,191,428.75 (one million one hundred ninety 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



3. Defendant shall offer for sale all, and not less than all, shares in Defendant owned by Second Plaintiff ("the Hugenroth Shares") in connection with the private placement currently prepared and undertaken by Defendant. Defendant shall use its best efforts to prioritize the sale of the Hugenroth Shares. Defendant shall pay to Second Plaintiff, simultaneously from the proceeds from any sale of any Hugenroth Shares to a third party at any time hereafter, an amount equal to (i) 30% (thirty percent) of the per share Gross Proceeds/Economics above a value of €0.15 per share, multiplied by the number of the Hugenroth Shares minus (ii) €120,000 (the "Premium"). The Premium shall be due and be paid at the first closing simultaneously from the proceeds of any sale of Hugenroth Shares to a third party. For the purposes hereof, the term "Gross Proceeds/Economics" shall include both cash and non-cash consideration (including intellectual property, securities, services, debt or cancellation thereof or other assets). Any non-cash consideration provided to or received by Defendant in connection with a sale of Hugenroth Shares shall be valued for purposes of calculating the Gross Proceeds/Economics at a value that is mutually agreeable to Second Plaintiff and Defendant. Defendant shall furnish to Second Plaintiff such information as Second Plaintiff reasonably requests, and in any event upon the commitment by any third party to purchase any Defendant shares, that is necessary to substantiate the Gross Proceeds/Economics of any such transaction.
4. Within 5 working days of receipt of the Payment and of the Premium pursuant to Paragraphs 2 and 3, the Plaintiffs' Cayman Islands attorneys shall deliver to the Defendant the share certificates in respect of the Hugenroth Shares and the Plaintiffs shall execute all such documents as the Defendant may reasonably require to effect a valid transfer of the Shares.

5. The Payment and payment of the Premium and compliance with the obligations set out in paragraph 4 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.
6. 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.
7. 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 FSD 69 of 2012 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 Amended Schedule).
8. 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. Except for the amendments set forth in this Amended Schedule, the referenced Tomlin Order is in all respects ratified and confirmed, and the terms and provisions thereof, as amended by this Amended Schedule, remain in full force and effect. This Amended Schedule and the Tomlin Order constitute the entire agreement among the parties and supersede any prior agreement or understanding among them.

