

WALKERS

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. The Schedule to the Order of the Court dated 30th October 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 such terms into effect, and for that purpose the parties shall have liberty to apply.
3. The Defendant do pay the Plaintiffs' costs of and incidental to this Order, to be taxed on the standard basis if not agreed.

DATED this day of February 2013

FILED this day of February 2013

 
JUDGE OF THE GRAND COURT

Agreed as to form and content

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. Further to the Tomlin Order dated 26th August 2012 and filed on 30th August 2012 in Cause number FSD 69 of 2012 and in substitution for the Schedule thereto, it is hereby agreed between the Parties as follows.

2. The Defendant will pay the sum of €400,000 (four hundred thousand Euros) to the Second Plaintiff by no later than 4pm EST on Friday 15th February 2013.

3. The Defendant shall also pay to the Plaintiffs their costs (to be taxed on the standard basis if not agreed):
 - (i) of and incidental to the making of this Tomlin Order; and
 - (ii) of and incidental to the petition issued in this Court under cause number FSD 176 of 2012 (the “Winding up Petition”); and
 - (iii) of and incidental to the issue of shares referred to in paragraph 6 belowand shall make a payment on account of such costs in the sum of €20,000 (twenty thousand Euros) at the same time as the payment referred to in paragraph 2 above.

4. The payments referred to in paragraphs 2 and 3 above shall be paid 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



5. The Second Plaintiff shall retain 6.4 million common shares in the Defendant, and the Defendant shall at its own cost provide to the Second Plaintiff a share certificate in respect of such shares and ensure that the Second Plaintiff is recorded in the registers of the Defendant as the owner of such shares. For the avoidance of doubt the Second Plaintiff shall return all previous issued share certificates to the Defendant upon execution of this Deed.

6. Upon the Defendant

- (i) making the payment referred to in paragraph 2; and
- (ii) providing the share certificate referred to in paragraph 5; and
- (iii) making the payment on account referred to in paragraph 3;

the Second Plaintiff will apply to the Court and do all such things as are reasonably required to procure the withdrawal of the Winding up Petition.



7. The payments and other provisions referred to in this Schedule 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 which for the avoidance of doubt includes the Agreement and the Amendment Agreement as defined in the Plaintiffs' statement of Claim filed herein, and the calling by the Plaintiffs of the bank guarantee dated 4 April 2011 issued by Deutsche Bank AG under number 450BGI1100105 ("Guarantee"). 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 Agreement, the Amendment Agreement and the Guarantee and acknowledges that the Plaintiffs have no liability to the Defendant of any kind in respect of or relating thereto. Nothing herein shall constitute any admission or acknowledgement by the Plaintiffs of any such liability.

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. The terms of the Order and this Schedule set out the entire agreement between the Parties and supersede all previous negotiations and agreements.