

26 November 2013, Luhansk, Ukraine

Current report 26/11/2013

**Agroton Public Limited: Announcement of consent solicitation in respect of its U.S.\$50,000,000 12.50 per cent. notes due 2019 with interest rate step down to 8.00 per cent. in 2013 (the "Notes")**

As a result of the developments and factors set out in its current report dated 25 November 2013, Agroton Public Limited (the "**Issuer**") announces today that it has commenced a consent solicitation in respect of its U.S.\$50,000,000 12.50 per cent. Notes due 2019 with interest rate step down to 8.00 per cent. in 2013 (the "**Notes**"). The final voting deadline for submission of electronic voting instructions for the extraordinary resolution of the Noteholders (the "**Extraordinary Resolution**") in relation to the consent solicitation is 10.00 a.m. (London time) on 16 December 2013.

The Issuer is seeking the consent of Noteholders to amend the terms and conditions of the Notes to:

- (i) postpone to 14 January 2015 the interest payments that would be due for payment to Noteholders on (a) 14 January 2014 (including the postponed 14 July 2013 Interest Payment) and (b) 14 July 2014;
- (ii) further decrease the interest rate with effect from 14 January 2013 from 8.00 per cent. to 6.00 per cent;
- (iii) permit the Issuer, the Sureties and any of their respective subsidiaries to re-purchase Notes, which they may at their option hold, re-sell or surrender for cancellation;
- (iv) remove the augmented quorum requirement for any Noteholders' meeting the business of which includes any Reserved Matter(s), so that the quorum requirement for any Noteholders' meeting for passing an Extraordinary Resolution (whether or not the business of such meeting includes any Reserved Matter(s)) shall henceforth be two or more persons present in person holding Notes or being proxies or representatives and holding or representing in the aggregate more than half of the principal amount of the Notes for the time being outstanding;
- (v) reduce the proportion of votes required to pass an Extraordinary Resolution from not less than three-quarters in principal amount of the Notes owned by the Noteholders who are present in person or represented by proxy or representative at the relevant Noteholders' meeting to more than half of the principal amount of such Notes;
- (vi) reduce the principal amount of Notes required to be held by Noteholders in order to pass an Extraordinary Resolution by way of electronic consent or written resolution from not less than three-quarters in principal amount of the Notes outstanding to more than half of such principal amount; and
- (vii) remove restrictions on the Issuer's ability to declare or pay dividends to shareholders.

The proposed amendments to the terms and conditions of the Notes are described in more detail in the consent solicitation memorandum dated 26 November 2013 (the "**Consent Solicitation Memorandum**"). The terms and conditions of the consent solicitation are set out in the Consent Solicitation Memorandum and, unless the context requires otherwise, terms defined in the Consent Solicitation Memorandum and not otherwise defined herein shall have the same meanings in this announcement.

To be passed in relation to the Notes, the Extraordinary Resolution must be passed at a quorate meeting of Noteholders duly convened and held in accordance with the provisions of Schedule 3 to the Trust Deed by the affirmative vote of holders of Notes present in person or represented by proxy or representative owning in the aggregate not less than three quarters in principal amount of the Notes owned by the Noteholders who are so present or represented at the meeting. If passed, the Extraordinary Resolution will be binding upon all of the Noteholders. The Meeting will be held at 10.00 a.m. (London time) on 18 December 2013 at the offices of Baker & McKenzie LLP, 100 New Bridge Street, London, EC4V 6JA. Voting can take place by electronic voting instruction via the Clearing Systems or by attending the Meeting and producing a valid Form of Proxy.

The Issuer has retained Lucid Issuer Services Limited to act as Tabulation Agent. Requests for copies of the Consent Solicitation Memorandum or information in relation to the procedures for voting on the Extraordinary Resolution should be directed to the Tabulation Agent.

For further information, please contact:

**The Tabulation Agent at:**

Lucid Issuer Services Limited  
Leroy House, 436 Essex Road  
London, N1 3QP  
United Kingdom  
Tel: +44 (0)20 7704 0880  
Fax: +44 (0)20 7067 9098  
Attention: Thomas Choquet/Victor Parzyjagla  
Email: [agroton@lucid-is.com](mailto:agroton@lucid-is.com)

**The Principal Paying Agent at:**

The Bank of New York Mellon, London Branch  
One Canada Square  
London, E14 5AL  
United Kingdom  
Fax: +44 (0)20 7964 2536  
Attention: Corporate Trust Administration  
Email: [CORPSOVCEE@bnymellon.com](mailto:CORPSOVCEE@bnymellon.com)

**The Issuer at:**

Agroton Public Limited  
1 Lampousas Street

CY-1095  
Nicosia  
Cyprus  
Attention: Larisa Orlova, CFO  
Email: orlova@agroton.lg.ua

The form of notice of meeting to Noteholders is set out below:

**THIS NOTICE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, YOU SHOULD IMMEDIATELY CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (IF YOU ARE IN THE UNITED KINGDOM) OR ANOTHER APPROPRIATELY AUTHORISED INDEPENDENT PROFESSIONAL ADVISER.**

**US\$50,000,000 12.50 per cent. Notes due 2019 with interest rate step down to 8.00 per cent. in 2013 (ISIN: XS0627994477 and Common Code: 06279947) (the "Notes")**

issued by

**Agroton Public Limited (the "Issuer")**

*(a public limited liability company incorporated under the laws of Cyprus with registered number 255059 and having its registered office at 1 Lampousas Street, CY-1095, Nicosia, Cyprus)*

**such Notes as supported by suretyships and indemnities as described in the trust deed (the "Trust Deed") dated 14 July 2011 between, among others, the Issuer and BNY Mellon Corporate Trustee Services Limited (the "Trustee"), as amended and supplemented by the supplemental trust deed dated 15 October 2013 between, among others, the Issuer and the Trustee (the "First Supplemental Trust Deed")**

**NOTICE IS HEREBY GIVEN** that, pursuant to the provisions of Schedule 3 to the Trust Deed constituting the Notes, a meeting (the "**Meeting**") of the holders of the Notes (the "**Noteholders**") has been convened by the Issuer and will be held at the offices of Baker & McKenzie LLP, 100 New Bridge Street, London, EC4V 6JA on 18 December 2013 at 10.00 a.m. London time for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as an Extraordinary Resolution (as defined in the Trust Deed) in accordance with the provisions of the Trust Deed.

Capitalised terms used in this Notice and not otherwise defined herein shall have the meanings ascribed to them in the consent solicitation memorandum dated 26 November 2013 (the "**Memorandum**").

#### **EXTRAORDINARY RESOLUTION**

**"THAT THIS MEETING** of the holders of the outstanding US\$50,000,000 12.50 per cent. Notes due 2019 with interest rate step down to 8.00 per cent. in 2013 (the "**Noteholders**" and the "**Notes**", respectively) of Agroton Public Limited (the "**Issuer**") constituted by a trust deed (the "**Trust Deed**") dated 14 July 2011 between, among others, the Issuer and BNY Mellon Corporate Trustee Services Limited (the "**Trustee**") as trustee for the Noteholders and as amended and supplemented by the supplemental trust deed dated 15 October 2013 between, among others, the Issuer and the Trustee (the "**First Supplemental Trust Deed**"), HEREBY:

- (A) sanctions and approves, pursuant to paragraph 5 of Schedule 3 to the Trust Deed, the following modifications to the Trust Deed:
- (i) all references in the Trust Deed and the Schedules thereto to the "US\$50,000,000 12.50 per cent. Notes due 2019 with interest rate step down to 8.00 per cent. in 2013" shall be read and construed as references to the "US\$50,000,000 12.50 per cent. Notes due 2019 with interest rate step down to 6.00 per cent. in 2013";
  - (ii) the deletion of the following text from Clause 12.1 (Waiver):

"The Trustee may not authorise or waive any such breach or proposed breach relating to any of the matters the subject of the Reserved Matters as specified and defined in Schedule 3 (*Provisions for Meetings of Noteholders*)."
  - (iii) the deletion of the following text from Clause 13.1 (Modification):

"(other than in respect of Reserved Matters as specified and defined in Schedule 3 (*Provisions for Meetings of Noteholders*) or any provision of this Trust Deed referred to in that specification)";
  - (iv) the deletion of the following text from paragraph 3.1 of Schedule 3 (Provisions for Meetings of Noteholders):

"(subject as provided below)";
  - (v) the deletion of the following text from paragraph 3.1 of Schedule 3 (Provisions for Meetings of Noteholders):

"; provided that at any meeting the business of which includes any of the matters specified in the proviso to paragraph 5 (*Powers of meetings*) hereof the quorum shall be two or more persons present in person holding Notes or being proxies or representatives and holding or representing in the aggregate not less than three-quarters in principal amount of the Notes for the time being outstanding";
  - (vi) the deletion of the following text from paragraph 3.2 of Schedule 3 (Provisions for Meetings of Noteholders):

"Save as otherwise provided in paragraph 5 (*Powers of meetings*) hereof, at",  
and the replacement therefor of "At";
  - (vii) the deletion of the following text from paragraph 3.2 of Schedule 3 (Provisions for Meetings of Noteholders):

"; provided that at any adjourned meeting at which is to be proposed an Extraordinary Resolution for the purpose of effecting any of the modifications specified in the proviso to paragraph 5 (*Powers of meetings*) hereof the quorum shall be two or more persons so present holding Notes or being proxies or representatives and holding or representing in the aggregate not less than one quarter in principal amount of the Notes for the time being outstanding";
  - (viii) the deletion of the following text from paragraph 5 (Powers of meetings) of Schedule 3 (Provisions for Meetings of Noteholders):

"; provided that the provisions of paragraphs 3.1 and 3.2 (Quorum and Adjournment) hereof for a reduced quorum at meetings shall not apply to any resolution:

- (i) to reduce, or change the maturity of, the principal of any Note;
- (ii) to reduce the rate of or extend the time for payment of interest on any Note;
- (iii) to reduce any premium payable upon redemption of the Notes or change the date on, or the circumstances under, which any Notes are subject to redemption (other than provisions relating to the purchase of Notes described above under Condition 3.2(d) (*Asset Sales*) and Condition 5.3 (*Redemption at the Option of the Holders Upon a Change of Control*), except that if a Change of Control has occurred, no amendment or other modification of the obligation of the Issuer to make a Change of Control Offer relating to such Change of Control shall be made without an Extraordinary Resolution referred to below);
- (iv) to make any Note payable in money or currency other than that stated in the Notes;
- (v) to modify or change any provision of this Trust Deed or the related definitions to affect the ranking of the Notes or any Deed of Surety;
- (vi) to reduce the percentage of holders necessary to consent to an amendment or waiver to this Trust Deed, the Notes or any Deed of Surety;
- (vii) to waive a default in the payment of principal of or premium or interest on any Notes (except a rescission of acceleration of the Notes by the holders thereof as provided in this Trust Deed and a waiver of the payment default that resulted from such acceleration);
- (viii) to amend the governing law, submission to jurisdiction and/or arbitration provisions in the Trust Deed, the Notes, any Deed of Surety or the Agency Agreement;
- (ix) to make any changes in these amendment and waiver provisions or change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution.

The quorum for a resolution at an adjourned meeting considering any of the matters in the above proviso shall be two or more persons present in person holding Notes and/or being proxies or representatives and holding or representing in the aggregate not less than one-quarter in principal amount of the Notes for the time being outstanding"

- (ix) the deletion of paragraph 7 (Extraordinary Resolution) of Schedule 3 (Provisions for Meetings of Noteholders) and its replacement with the following:

**"7. Extraordinary Resolution**

The expression "**Extraordinary Resolution**" when used in this Trust Deed means (a) a resolution passed at a meeting of the Noteholders duly convened and held in accordance with the provisions contained herein by the affirmative vote of holders of Notes present in person or represented by proxy or representative owning in the aggregate more than half of the principal amount of the Notes owned by the Noteholders who are so present or represented at the meeting or (b) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of more than half of the principal amount of the Notes for the time being outstanding."

- (x) the deletion of paragraph 11 (Written Resolutions) of Schedule 3 (Provisions for Meetings of Noteholders) and its replacement with the following:

**"11. Written Resolutions**

A resolution in writing signed by or on behalf of persons holding more than half of the aggregate principal amount of the outstanding Notes, shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of the Noteholders of that class duly convened and held. Such resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the relevant Noteholders and the date of such resolution shall be the date of the latest such document."

- (xi) the deletion of the definition of Reserved Matter in Condition 3.1 of the Terms and Conditions of the Notes set out in Schedule 4 (Terms and Conditions of the Notes);
- (xii) the deletion of the following text from the definition of Restricted Payment in Condition 3.1 of the Terms and Conditions of the Notes set out in Schedule 4 (Terms and Conditions of the Notes):

"(a) the declaration or payment of any dividend or any other distribution on Capital Stock of the Issuer or any Subsidiary or any payment made to the direct or indirect holders (in their capacities as such) of Capital Stock of the Issuer or any Subsidiary, including, without limitation, any payment in connection with any merger, consolidation, amalgamation with or into, transfer, conveyance of substantially all of its assets to, or liquidation into the Issuer but excluding (i) dividends or distributions payable solely in Qualified Stock or through accretion or accumulation of such dividends on such equity interests and (ii) in the case of Subsidiaries, dividends or distributions payable to the Issuer or to a Subsidiary and *pro rata* dividends or distributions payable to minority stockholders of any Subsidiary;"

and the re-lettering of the remaining paragraphs (b), (c) and (d) of such definition as paragraphs (a), (b) and (c);

- (xiii) the deletion of paragraph (A) in Condition 3.2(c) (Limitation on Restricted Payments) of the Terms and Conditions of the Notes set out in Schedule 4 (Terms and Conditions of the Notes) and its replacement with the following:

"(A) the declaration or payment by the Issuer or any Subsidiary of any dividend or any other distribution on Capital Stock of the Issuer or any Subsidiary or any payment made to the direct or indirect holders (in their capacities as such) of Capital Stock of the Issuer or any Subsidiary, including, without limitation, any payment in connection with any merger, consolidation, amalgamation with or into, transfer, conveyance of substantially all of its assets to, or liquidation into the Issuer;"

- (xiv) the deletion of Condition 4(a) of the Terms and Conditions of the Notes set out in Schedule 4 (Terms and Conditions of the Notes) and its replacement with the following:

"(a) The rate of interest ("**Rate of Interest**") applicable to the principal amount outstanding for the time being in respect of the Notes shall be: (a) 12.50 per cent. per annum from and including 14 July 2011 to but excluding 14 January 2013; and (b) 6.00 per cent. per annum from and including 14 January 2013 to but excluding 14 January 2019."

- (xv) the deletion of Condition 4(b) of the Terms and Conditions of the Notes set out in Schedule 4 (Terms and Conditions of the Notes) and its replacement with the following:

"(b) The amount of interest payable on an Interest Payment Date shall be calculated by applying the Rate of Interest to the outstanding principal amount of the Notes, dividing the product by two and rounding the resulting figure to the nearest cent (half a cent being rounded upwards), except that on 14 January 2015 the amount of interest payable shall be calculated by applying the Rate of Interest to the outstanding principal amount of the Notes, multiplying the product by two and rounding the resulting figure to the nearest cent (half a cent being rounded upwards)."

- (xvi) the deletion of the definition of Interest Payment Date in Condition 4 (Interest) of the Terms and Conditions of the Notes set out in Schedule 4 (Terms and Conditions of the Notes) and its replacement with the following:

**"Interest Payment Date"** means 14 January and 14 July of each year, commencing on 14 January 2012, except that none of 14 July 2013, 14 January 2014 or 14 July 2014 shall be an Interest Payment Date."

- (xvii) the deletion of Condition 5.5 (Cancellation) of the Terms and Conditions of the Notes set out in Schedule 4 (Terms and Conditions of the Notes) and its replacement with the following:

#### **"5.5 Purchase**

The Issuer, the Sureties or any of their respective Subsidiaries may at any time purchase or procure others to purchase for its account Notes in any manner and at any price. The Notes so purchased may be held or resold (provided that such resale is outside the United States in compliance with Regulation S under the Securities Act) or surrendered for cancellation at the option of the Issuer, the Sureties or such Subsidiary (as the case may be) in compliance with Condition 5.6 (*Cancellation*) below. The Notes so purchased, while held by or on behalf of the Issuer, any Surety or any such Subsidiary, shall not entitle the holder to vote at any meeting of the Noteholders or in respect of any written resolution in accordance with Condition 12.2 (*Written resolution*) and shall not be deemed to be outstanding for the purpose of calculating quorums at meetings of the Noteholders or for the purposes of Condition 8 (*Events of Default*), Condition 12.1 (*Meetings of Noteholders*), Condition 12.2 (*Written resolution*), Condition 12.5 (*Waiver*) and Condition 13.1 (*Enforcement by the Trustee*).

#### **5.6 Cancellation**

All Notes which are redeemed or submitted for cancellation pursuant to Condition 5.5 (*Purchase*) shall be cancelled and may not be issued or resold."

- (xviii) the deletion of the following text from Condition 12.1 (Meetings of Noteholders) of the Terms and Conditions of the Notes set out in Schedule 4 (Terms and Conditions of the Notes):

"; provided, however, that certain proposals (including any proposal (i) to reduce, or change the maturity of, the principal of any Note; (ii) to reduce the rate of or extend the time for payment of interest on any Note; (iii) to reduce any premium payable

upon redemption of the Notes or change the date on, or the circumstances under, which any Notes are subject to redemption (other than provisions relating to the purchase of Notes described above under Condition 3.2(e) (*Asset Sales*) and Condition 5.3 (*Redemption at the Option of the Holders upon a Change of Control*), except that if a Change of Control has occurred, no amendment or other modification of the obligation of the Issuer to make a Change of Control Offer relating to such Change of Control shall be made without an Extraordinary Resolution referred to below); (iv) to make any Note payable in money or currency other than that stated in the Notes; (v) to modify or change any provision of the Trust Deed or the related definitions to affect the ranking of the Notes or any Deed of Surety; (vi) to reduce the percentage of holders necessary to consent to an amendment or waiver to the Trust Deed, the Notes or any Deed of Surety; (vii) to waive a default in the payment of principal of or premium or interest on any Notes (except a rescission of acceleration of the Notes by the holders thereof as provided in the Trust Deed and a waiver of the payment default that resulted from such acceleration); (viii) to amend the governing law, submission to jurisdiction and/or arbitration provisions in the Trust Deed, the Notes, any Deed of Surety or the Agency Agreement; or (ix) to make any change in these amendment and waiver provisions or change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution (each, a "**Reserved Matter**") may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more persons holding or representing not less than three-quarters or, at any adjourned meeting, not less than one-quarter of the aggregate principal amount of the Notes for the time being outstanding form a quorum"

- (xix) the deletion of Condition 12.2 (Written resolution) of the Terms and Conditions of the Notes set out in Schedule 4 (Terms and Conditions of the Notes) and its replacement with the following:

**"12.2 Written resolution**

A resolution in writing signed by or on behalf of persons holding more than half of the aggregate principal amount of the outstanding Notes, shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of the Noteholders of that class duly convened and held. Such resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the relevant Noteholders and the date of such resolution shall be the date of the latest such document."

- (xx) the deletion of the following text from Condition 12.3 (Modification) of the Terms and Conditions of the Notes set out in Schedule 4 (Terms and Conditions of the Notes):

"(other than in respect of Reserved Matters)"; and

- (xxi) the deletion of the following text from Condition 12.5 (Waiver) of the Terms and Conditions of the Notes set out in Schedule 4 (Terms and Conditions of the Notes):

"The Trustee may not authorise or waive any such breach or proposed breach relating to any of the matters the subject of the Reserved Matters as specified and defined in the Conditions."



- (B) authorises, directs, requests and empowers the Trustee, the Issuer and The Bank of New York Depository (Nominees) Limited (the "**Registered Holder**"), (as applicable):
- (i) to consent to the execution of and/or to enter into (as applicable) the Second Supplemental Trust Deed to effect the modifications referred to in paragraph (A) of this Extraordinary Resolution in the form of the draft produced to this Meeting and initialled by the chairman of the Meeting for the purposes of identification, with such amendments, if any, as the Trustee may require or agree;
  - (ii) to concur in, approve, and execute and do all such deeds, instruments, acts and things that may be necessary or appropriate to carry out and give effect to the implementation of the Amendments or this Extraordinary Resolution;
- (C) sanctions and approves every amendment, modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of Noteholders necessary or appropriate to give effect to this Extraordinary Resolution or the implementation of the Amendments (whether or not the rights arise under the Trust Deed), and assents to every amendment, modification, variation or abrogation of the provisions contained in the Trust Deed involved in, or inherent in, or effected by, the implementation of this Extraordinary Resolution and the Amendments; and
- (D) discharges and exonerates the Trustee, the Issuer and the Registered Holder from all liability in giving effect to this Extraordinary Resolution and consenting to the Amendments and in respect of any act or omission for which it may have become responsible under the Trust Deed and/or the Notes in connection with the Amendments, this Extraordinary Resolution or its implementation.

Capitalised terms used in this Extraordinary Resolution have the same meanings as those defined in the Memorandum published by the Issuer on 26 November 2013, unless the context otherwise requires."

**The terms of the Extraordinary Resolution have not been formulated or negotiated by the Trustee and nothing in this Notice should be construed as a recommendation to Noteholders from the Trustee to vote in favour of, or against, the Extraordinary Resolution. The Trustee has not been involved in the formulation of the Extraordinary Resolution and makes no representation that all relevant information has been disclosed to Noteholders in the Memorandum and this Notice. In accordance with normal practice, the Trustee expresses no opinion on the merits of the Extraordinary Resolution. Noteholders should take their own independent legal and financial advice on the merits and on the consequences of voting in favour of the applicable Extraordinary Resolution, including any tax consequences.**

However, on the basis of the information contained in the Memorandum (which the Trustee recommends to Noteholders to read carefully) and this Notice, the Trustee has authorised the Issuer to state that the Trustee has no objection to the Extraordinary Resolution being put to Noteholders for their consideration.

## **General**

The Memorandum, a copy of which is available as indicated below, explains the background to and reasons for, gives full details of, and invites the Noteholders to approve (at the Meeting), the amendments and modifications referred to in paragraph (A) of the Extraordinary Resolution.

**The attention of Noteholders is particularly drawn to the quorum required for the Meeting and for any adjourned meeting thereof which is set out in paragraph 2 of "Voting and Quorum" below. Having regard to such requirements, Noteholders are strongly urged either to take steps**

to be represented at the Meeting or to attend the Meeting, as referred to below, as soon as possible.

Noteholders who wish to vote must do so in accordance with the procedures of the relevant Clearing System. Noteholders should note that they must allow sufficient time for compliance with the standard operating procedures of the clearing and settlement systems operated by Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking, *société anonyme*, Luxembourg ("Clearstream, Luxembourg" and, together with Euroclear, the "Clearing Systems" and each a "Clearing System") in order to ensure delivery of their Voting Instructions to Lucid Issuer Services Limited (the "Tabulation Agent", an agent appointed by and on behalf of the Issuer in connection with the Solicitation) in advance of 10.00 a.m. (London time) on 16 December 2013 (the "Expiration Time").

### **Documents Available for Inspection**

Noteholders may inspect copies of the documents set out below at the registered office of the Issuer and the specified office of The Bank of New York Mellon, London Branch (the "**Principal Paying Agent**") set out below at any time during normal business hours on any weekday (Saturdays, Sundays and bank and other public holidays excepted) prior to the Meeting, and copies of such documents shall be available at the Meeting.

Document available for inspection:

- the Trust Deed; and
- the First Supplemental Trust Deed.

Documents available for inspection and collection:

- the Memorandum;
- the draft Second Supplemental Trust Deed between the Issuer and the Trustee providing for the amendments and modifications referred to in paragraph (A) of the Extraordinary Resolution; and
- this Notice.

### **Voting and Quorum**

The relevant provisions governing the convening and holding of meetings of Noteholders are set out in Schedule 3 to the Trust Deed a copy of which is available for inspection as referred to above.

**The Notes are currently held in the form of a Global Certificate. The Global Certificate is registered in the name of The Bank of New York Depository (Nominees) Limited as nominee for the common depository for Euroclear and Clearstream, Luxembourg (the "Registered Holder"). Each person (a "Beneficial Owner") who is the owner of a particular principal amount of the Notes, as shown in the records of Euroclear, Clearstream, Luxembourg or their respective accountholders ("Accountholders") should note that such person will not be a Noteholder for the purposes of this Notice and will only be entitled to attend and vote at the Meeting or appoint a proxy to do so in accordance with the procedures set out below. On this basis, the only Noteholder is the Registered Holder. Accordingly, Beneficial Owners should convey their Voting Instructions, directly or through the Accountholder with whom they hold their interest in the Notes, to Euroclear or Clearstream, Luxembourg, as the case may be, in accordance with their respective procedures or arrange by the same means to be appointed a proxy.**

**Only the Registered Holder is entitled to complete a Form of Proxy (defined below). A Form of Proxy is not required to be completed by Beneficial Owners or Accountholders through Euroclear and Clearstream, Luxembourg, those holders must vote or instruct electronically in accordance with the procedures of the Clearing Systems. The Form of Proxy will be made available to the Registered Holder.**

1. ***Voting Procedures:***

**Notes held through Euroclear and Clearstream, Luxembourg**

The Registered Holder may by instrument in writing in the English language (a “**Form of Proxy**”) in the form available from the Tabulation Agent specified below signed by the Registered Holder and delivered to the specified office of the Tabulation Agent not less than 48 hours before the time fixed for the Meeting, appoint any person (a “**proxy**”) to act on his or its behalf in connection with the Meeting (or any adjourned such meeting).

A proxy so appointed, so long as such appointment remains in force, shall be deemed, for all purposes in connection with the Meeting, to be the holder of the Notes to which such appointment relates and the Registered Holder shall be deemed for such purposes not to be the holder.

The Beneficial Owner in respect of the Notes can request through his Accountholder for the Registered Holder to appoint the Tabulation Agent or any one of its nominees as proxy to cast the votes relating to the Notes in which he has an interest at the Meeting.

Alternatively, Beneficial Owners and Accountholders in respect of the Notes who wish a different person to be appointed as their proxy to attend and vote at the Meeting (or any adjourned such meeting) should contact the relevant Clearing System to make arrangements for such person to be appointed as a proxy (by the Registered Holder) in respect of the Notes in which they have an interest for the purposes of attending and voting at the Meeting.

In either case, Beneficial Owners and Accountholders must have made arrangements to vote with the relevant Clearing System by no later than 48 hours before the time fixed for the Meeting and within the relevant time limit specified by the relevant Clearing System and request or make arrangements for the relevant Clearing System to block the Notes in the relevant Accountholder’s account and to hold the same to the order or under the control of the Tabulation Agent.

An Accountholder whose Notes have been blocked will thus be able to procure that an electronic voting instruction (a “**Voting Instruction**”) is given in accordance with the procedures of the relevant Clearing System to the Tabulation Agent. Voting Instructions must comply with and be transmitted in accordance with the usual procedure of the relevant Clearing System, so as to be received by a Clearing System sufficiently in advance of the Expiration Time, or by such earlier deadline as may be imposed by the relevant Clearing System. Beneficial Owners and Accountholders should take steps to inform themselves of and to comply with the particular practice and policy of the relevant Clearing System. Voting Instructions should clearly specify whether the Noteholder wishes to vote in favour of or against the Extraordinary Resolution.

Any Note(s) so held and blocked for either of these purposes will be released to the Accountholder by the relevant Clearing System on the earlier of (i) the conclusion of the Meeting (or, if later, any adjourned such Meeting) and (ii) the date on which the relevant Voting Instruction is validly revoked by the Beneficial Owner in accordance with the terms of this Solicitation.

Any holder of Notes as to which a Voting Instruction has been given may revoke such Voting Instruction as to such Notes by delivering a written notice of revocation or a changed Voting Instruction bearing a date later than the date of the prior Voting Instruction to the relevant Clearing System(s) no later than 48 hours prior to the time appointed for holding the Meeting, or by such earlier deadline as may be imposed by the relevant Clearing System. To be effective, a notice of revocation must be in a format customarily used by the Clearing Systems. Any Voting Instructions given or Forms of Proxy submitted may not be revoked during the period starting 48 hours before the time fixed for the Meeting and ending at the conclusion of such Meeting.

Beneficial Owners are advised to check with the broker, dealer, bank, custodian, trust company, other trustee, or nominee or other intermediary through which they hold their Notes whether such intermediary applies different deadlines for any of the events specified.

2. ***Quorum Requirements:*** The quorum required at the Meeting shall be two or more persons present in person holding Notes or being proxies or representatives and holding or representing in the aggregate not less than three quarters in principal amount of the Notes for the time being outstanding.

On any adjourned Meeting, the quorum required shall be two or more persons present in person holding Notes or being proxies or representatives and holding or representing in the aggregate not less than one quarter in principal amount of the Notes for the time being outstanding.

3. ***Adjournment:*** If within half an hour from the time appointed for the Meeting a quorum is not present, (unless the Issuer and Trustee agree that it be dissolved) the Meeting shall stand adjourned for such period, being not less than 14 days nor more than 42 days, and to such place as may be appointed by the Chairman either at or subsequent to the Meeting. Subject to the agreement of the Issuer and Trustee, if a quorum is not present within 15 minutes from the time fixed for a Meeting so adjourned, the Meeting shall be dissolved.

At least 10 days' notice of the Meeting adjourned through want of quorum shall be given, and such notice shall be given in the same manner as of the original Meeting and shall state the required quorum.

4. ***Voting and Representation:*** Every question submitted to the Meeting will be decided in the first instance by a show of hands. On a show of hands, every person who is present in person and is a Noteholder or is a proxy or a representative shall have one vote. If a poll is demanded by the chairman, the Issuer, the Trustee or by one or more persons holding Notes or being proxies or representatives (whatever the principal amount of the Notes so held or represented by him), every person who is present in person and is a Noteholder, a proxy or a representative will have one vote in respect of each US\$1,000 in principal amount of Notes so held or owned or in respect of which he is a proxy or representative. Without prejudice to the obligations of proxies, any person entitled to more than one vote need not use all his votes or cast all his votes in the same way.
5. ***Voting Majority Requirements:*** To be passed in relation to the Notes, the Extraordinary Resolution must be passed at a meeting of Noteholders duly convened and held in accordance with the provisions of Schedule 3 to the Trust Deed by the affirmative vote of holders of Notes present in person or represented by proxy or representative owning in the aggregate not less than three quarters in principal amount of the Notes owned by the Noteholders who are so present or represented at the meeting.
6. ***The Extraordinary Resolution shall be Binding:*** Any Extraordinary Resolution duly passed at the Meeting (or any adjourned such Meeting) duly convened and held in accordance with

the Trust Deed shall be binding upon all of the Noteholders, whether present or not present at the Meeting (or any adjourned such Meeting), and all Noteholders shall be bound to give effect thereto accordingly. The passing of the Extraordinary Resolution shall be conclusive evidence that the circumstances justify the passing thereof.

7. **Governing Law:** This Notice is governed by, and shall be construed in accordance with, English law.
8. **Notice:** This Notice is given by the Issuer.

**THE TRUSTEE HAS NOT BEEN INVOLVED IN THE FORMULATION OF THE EXTRAORDINARY RESOLUTION AND MAKES NO REPRESENTATION THAT ALL RELEVANT INFORMATION HAS BEEN DISCLOSED TO NOTEHOLDERS IN THE MEMORANDUM AND THIS NOTICE OF MEETING. IN ACCORDANCE WITH NORMAL PRACTICE, THE TRUSTEE EXPRESSES NO OPINION ON THE MERITS OF THE EXTRAORDINARY RESOLUTION OR ON WHETHER NOTEHOLDERS WOULD BE ACTING IN THEIR BEST INTERESTS IN APPROVING THE EXTRAORDINARY RESOLUTION, AND NOTHING IN THIS NOTICE SHOULD BE CONSTRUED AS A RECOMMENDATION TO NOTEHOLDERS FROM THE TRUSTEE TO VOTE IN FAVOUR OF, OR AGAINST, THE EXTRAORDINARY RESOLUTION. ON THE BASIS OF THE INFORMATION SET OUT IN THE MEMORANDUM (WHICH THE TRUSTEE RECOMMENDS TO NOTEHOLDERS TO READ CAREFULLY) AND THIS NOTICE, THE TRUSTEE HAS AUTHORISED IT TO BE STATED THAT THE TRUSTEE HAS NO OBJECTION TO THE EXTRAORDINARY RESOLUTION BEING PUT TO NOTEHOLDERS FOR THEIR CONSIDERATION.**

9. **Contact Information:** Noteholders should contact the following for further information:

**The Tabulation Agent at:**

Lucid Issuer Services Limited  
Leroy House, 436 Essex Road  
London, N1 3QP  
United Kingdom  
Tel: +44 (0)20 7704 0880  
Fax: +44 (0)20 7067 9098

Attention: Thomas Choquet/Victor Parzyjagla  
Email: agroton@lucid-is.com

**The Principal Paying Agent at:**

The Bank of New York Mellon, London Branch  
One Canada Square  
London, E14 5AL  
United Kingdom  
Fax: +44 (0)20 7964 2536

Attention: Corporate Trust Administration  
Email: CORPSOVCEE@bnymellon.com

This Notice is given by:

**Agroton Public Limited**  
1 Lampousas Street  
CY-1095  
Nicosia  
Cyprus

26 November 2013

*This announcement is not a solicitation of consents, nor shall it be deemed a solicitation of consents with respect to any securities. The consent solicitation will be made solely by way of the Consent Solicitation Memorandum.*

*Neither this announcement nor the Consent Solicitation Memorandum shall constitute an invitation to participate in the consent solicitation in or from any jurisdiction in or from which, or to or from any person to or from whom, it is unlawful to make such invitation under applicable securities laws. The distribution of the Consent Solicitation Memorandum in certain jurisdictions may be restricted by law. Persons into whose possession the Consent Solicitation Memorandum comes are required by each of the Issuer, the Trustee, the Tabulation Agent and the Principal Paying Agent to inform themselves about, and to observe, any such restrictions.*

This information is provided by RNS  
The company news service from the London Stock Exchange

END