

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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In re AGRIA CORPORATION SECURITIES : Civil Action No. 1:08-cv-03536-WHP
LITIGATION :
: CLASS ACTION

This Document Relates To: :
: :
ALL ACTIONS. :
_____ X

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS WHO PURCHASED THE AMERICAN DEPOSITORY SHARES (“ADS”) OF AGRIA CORPORATION (“AGRIA”) PURSUANT AND/OR TRACEABLE TO AGRIA’S INITIAL PUBLIC OFFERING ON OR ABOUT NOVEMBER 6, 2007 THROUGH JUNE 26, 2008, INCLUSIVE

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER (AS DEFINED BELOW), YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE JANUARY 14, 2011.

This Notice of Pendency and Proposed Settlement of Class Action (the “Notice”) has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order (the “Order”) of the United States District Court for the Southern District of New York (the “Court”). The purpose of this Notice is to inform you of the pendency and proposed settlement of this class action litigation (the “Settlement”) and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement. This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations or the merits of the claims or defenses asserted in this case. This Notice describes the rights you may have in connection with the Settlement and what steps you may take in relation to the Settlement and this class action litigation (the “Litigation” or “Action”).

The proposed Settlement creates a fund in the amount of \$3,750,000.00 in cash (the “Settlement Fund”) and will include interest that accrues on the fund prior to distribution. Your recovery from the Settlement Fund, if any, will depend on a number of variables, including the number of Agria ADS you purchased pursuant and/or traceable to Agria’s initial public offering on or about November 6, 2007 through June 26, 2008, inclusive (the “Class Period”), and the timing of your purchases and any sales. Depending on the number of eligible shares purchased by Class Members (as defined below) who elect to participate in the Settlement and when those shares were purchased, the estimated average distribution per Agria ADS will be approximately \$0.22 before deduction of Court-approved fees and expenses. To see how claims for losses in Agria ADS will actually be calculated, see Section VIII, entitled Plan of Distribution, beginning at page 5 below.

The Lead Plaintiff and the Defendants do not agree on the average amount of damages per ADS that would be recoverable if the Lead Plaintiff was to have prevailed on each claim alleged. The issues on which the parties disagree include (1) whether the statements made or facts allegedly omitted were material, false, misleading, or otherwise actionable under the securities laws; (2) the appropriate economic model for determining the amount by which the price of Agria ADS was allegedly artificially inflated (if at all) during the Class Period; (3) the amount by which the price of Agria ADS was allegedly artificially inflated (if at all) during the Class Period; (4) the effect of various market forces influencing the trading price of Agria ADS at various times during the Class Period; (5) the extent to which external factors, such as general market and industry conditions, influenced the trading price of Agria common stock at various times during the Class Period; (6) the extent to which the various matters that the Lead Plaintiff alleged were materially false or misleading influenced (if at all) the trading price of Agria ADS at various times during the Class Period; (7) whether the events allegedly omitted from Agria’s Registration Statement occurred at all; (8) whether Defendants had any legal duty to disclose the allegedly omitted events, even if they did occur; and (9) the extent to which the various allegedly adverse material facts that the Lead Plaintiff alleged were omitted influenced (if at all) the trading price of Agria ADS at various times during the Class Period.

The Lead Plaintiff believes that the proposed Settlement is a very good recovery and is in the best interests of the Class. Because of the risks associated with continuing to litigate and proceeding to trial, there was a danger that the Class would not have prevailed on any of their claims, in which case the Class would receive nothing. The amount of damages recoverable by

the Class was and is challenged by the Defendants. Recoverable damages in this case are limited to losses caused by conduct actionable under applicable law. Had the Litigation gone to trial, Defendants would have asserted, *inter alia*, that the alleged events had not occurred at the time of Agria's initial public offering, that there was no duty to disclose the allegedly omitted events, that any losses to the Class were caused by non-actionable market factors, and that throughout the Class Period the uncertainties and risks associated with the purchase of Agria ADS were fully and adequately disclosed.

Plaintiffs' Counsel have not received any payment for their services or expenses incurred in conducting this Action on behalf of the Lead Plaintiff and the Class. If the Settlement is approved by the Court, Lead Counsel will apply to the Court for attorneys' fees of 25% of the Settlement Fund and expenses not to exceed \$75,000, to be paid from the Settlement Fund. If the amount requested is approved by the Court, the average cost per ADS will be \$0.06.

For further information regarding this Settlement you may contact a representative of Lead Counsel: Robbins Geller Rudman & Dowd LLP, Ellen Gusikoff Stewart, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone 619-231-1058.

I. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A hearing (the "Settlement Hearing") will be held on January 21, 2011, at 12:00 p.m., before the Honorable William H. Pauley III, United States District Judge, Southern District of New York, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York. The purpose of the Settlement Hearing will be to determine (1) whether the Settlement consisting of \$3,750,000.00 in cash should be approved as fair, reasonable, and adequate to the Class Members; (2) whether the proposed plan to distribute the Settlement proceeds (the "Plan of Distribution") is fair, reasonable, and adequate; (3) whether the application by Lead Counsel for an award of attorneys' fees and expenses should be approved; and (4) whether the Litigation should be dismissed with prejudice. The Court may adjourn or continue the Settlement Hearing without further notice to the Class.

II. DEFINITIONS USED IN THIS NOTICE

1. "Authorized Claimant" means any member of the Class who submits a timely and valid Proof of Claim and Release form and whose claim for recovery has been allowed pursuant to the terms of the Stipulation.
2. "Claims Administrator" means the firm of Gilardi & Co. LLC.
3. "Class" means all Persons who purchased Agria ADS pursuant and/or traceable to Agria's initial public offering during the Class Period and were damaged thereby. Excluded from the Class are:
 - (a) Persons or entities who submit valid and timely requests for exclusion from the Class; and
 - (b) Defendants, members of the immediate family of any such Defendant, any entity in which a Defendant has or had a controlling interest, officers and directors of Agria during the Class Period, and legal representatives, agents, executors, heirs, successors or assigns of any such excluded Person.
4. "Class Member" means a Person who falls within the definition of the Class as set forth above.
5. "Class Period" means the period commencing on or about November 6, 2007 through June 26, 2008, inclusive.
6. "Defendants" means Agria, Terry McCarthy, Jivran Zhao, Shangzhong Xu, Credit Suisse Securities (USA) LLC, HSBC Securities (USA) Inc., Piper Jaffray & Co., CIBC World Markets Corp., Brothers Capital Limited, Guanglin Lai, Kenneth Hua Huang, Gary Tim Ting Yeung, Zhaohua Qian, Zhixin Xue, and Geoffrey Duyk.
7. "Effective Date" means the first date by which all of the events and conditions specified in ¶7.1 of the Stipulation have been met and have occurred.
8. "Escrow Agent" means the Court Registry Investment System ("CRIS").
9. "Final" means when the last of the following with respect to the Judgment approving the Settlement, in the form of Exhibit B attached to the Stipulation, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, the determination of that motion or appeal in such a manner as to permit the consummation of the Settlement, in accordance with the terms and conditions of the Stipulation. For purposes of this paragraph, an "appeal" shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not include any appeal which concerns only the issue of attorneys' fees and expenses or any Plan of Distribution of the Settlement Fund.

10. "Judgment" means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, in the form attached as Exhibit B to the Stipulation.

11. "Lead Counsel" means Robbins Geller Rudman & Dowd LLP, David A. Rosenfeld, 58 South Service Road, Suite 200, Melville, NY 11747.

12. "Lead Plaintiff" means Nijat Tonyaz.

13. "Person" means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

14. "Plaintiffs' Counsel" means any counsel who filed a complaint in the Action.

15. "Plan of Distribution," as further defined in §VIII hereof, means a plan or formula of allocation of the Net Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys' fees, costs, expenses and interest and other expenses as may be awarded by the Court. Any Plan of Distribution is not part of the Stipulation and the Released Persons shall have no responsibility or liability with respect thereto.

16. "Released Claims" means all claims, whether known or unknown (including, but not limited to, "Unknown Claims"), that were asserted or could have been asserted in this Action by Lead Plaintiff or members of the Class, directly, derivatively, or in any other capacity, against the Released Persons under federal or state law, including, without limitation, all claims arising out of, or relating to, in whole or in part, (i) the claims or facts and circumstances asserted in this Action, and (ii) the purchase of Agria ADS pursuant and/or traceable to Agria's initial public offering during the Class Period.

17. "Released Persons" means each and all of the Defendants and each and all of their present or former parents, subsidiaries, affiliates (as defined in 17 C.F.R. §210.1-02(b)), successors and assigns, and each and all of the present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, and assigns of each of them.

18. "Served Defendants" means Agria, the Underwriter Defendants, Terry McCarthy, and Geoffrey Duyk.

19. "Served Individual Defendants" means Terry McCarthy and Geoffrey Duyk.

20. "Settlement Fund" means Three Million Seven Hundred and Fifty Thousand Dollars (\$3,750,000.00) in cash together with all interest and income earned thereon.

21. "Settling Parties" means, collectively, the Served Defendants and the Lead Plaintiff on behalf of himself and the Class Members.

22. "Underwriter Defendants" means Credit Suisse Securities (USA) LLC, HSBC Securities (USA) Inc., Piper Jaffray & Co., and CIBC World Markets Corp.

23. "Unknown Claims" means any Released Claims which the Lead Plaintiff or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiff shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Lead Plaintiff shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Lead Plaintiff shall expressly, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully,

finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Lead Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

24. "Unserved Defendants" means Brothers Capital Limited, Jivran Zhao, Shangzhong Xu, Guanglin Lai, Kenneth Hua Huang, Gary Tim Ting Yeung, Zhaohua Qian, and Zhixin Xue.

III. THE LITIGATION

On and after April 11, 2008, three lawsuits were filed in the United States District Court for the Southern District of New York as securities class actions on behalf of all Persons who purchased the American Depository Shares of Agria Corporation pursuant and/or traceable to Agria's initial public offering and were damaged thereby.

These actions were consolidated for all purposes into the Action by a Memorandum & Order dated December 3, 2008. In the same order, Nijat Tonyaz was appointed Lead Plaintiff, and the firm of Coughlin Stoia Geller Rudman & Robbins LLP (now known as Robbins Geller Rudman & Dowd LLP) was appointed Lead Counsel.

Lead Plaintiff filed the Consolidated Amended Class Action Complaint for Violation of the Federal Securities Laws (the "Complaint") on February 3, 2009. The Complaint alleged violations of §§11, 12(a)(2), and 15 of the Securities Act of 1933 on behalf of the Class. Generally, Lead Plaintiff alleged that the Registration Statement and Prospectus for Agria's initial public offering contained untrue statements of material fact, omitted to state other facts necessary to make the statements made not misleading, and was not prepared in accordance with the rules and regulations governing its preparation. Defendant Agria and the Underwriter Defendants moved to dismiss the Complaint, which motion was opposed by Lead Plaintiff. On November 30, 2009, the Court issued a Memorandum & Order granting the motion to dismiss. Lead Plaintiff filed a motion for reconsideration of this order, which was pending when this Settlement was reached. Lead Plaintiff filed the Second Consolidated Amended Class Action Complaint ("SAC") against two individual defendants who were served later than the corporate defendants. Lead Plaintiff believes that the SAC cured any deficiencies noted in the order dismissing the Complaint. The two individual defendants moved to dismiss the SAC, which motion was opposed by Lead Plaintiff. The motion was pending when this Settlement was reached.

IV. CLAIMS OF THE LEAD PLAINTIFF AND BENEFITS OF SETTLEMENT

The Lead Plaintiff believes that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims. Lead Plaintiff also disagrees with Defendants' version of the facts leading up to and following the initial public offering. However, Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against the Defendants through trial and through appeals. Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in such litigation and the current procedural posture of the case. Lead Counsel also are mindful of the inherent problems of proof under and possible defenses to the securities law violations asserted in the Action, as well as the risks posed by the current procedural posture of the case. Lead Counsel believe that the Settlement set forth in the Stipulation confers substantial benefits upon the Class. Based on their evaluation, Lead Counsel have determined that the Settlement set forth in the Stipulation is in the best interests of the Lead Plaintiff and the Class.

V. SERVED DEFENDANTS' STATEMENT AND DENIALS OF WRONGDOING AND LIABILITY

The Served Defendants believe that the uncertainties and risks associated with the purchase of Agria ADS were fully and adequately disclosed in the prospectus for its initial public offering and that the alleged omissions in the prospectus identified by Lead Plaintiff were not actionable and were not the cause of any harm to the Class.

VI. TERMS OF THE PROPOSED SETTLEMENT

Agria has paid or caused to be paid into an escrow account, pursuant to the terms of the Stipulation of Settlement ("Stipulation"), cash in the amount of \$3,750,000.00, which has been earning and will continue to earn interest for the benefit of the Class.

A portion of the Settlement Fund will be used for certain administrative expenses, including costs of printing and mailing this Notice, the cost of publishing a summary form of the notice, payment of any taxes assessed against the Settlement Fund,

and costs associated with the processing of claims submitted. In addition, as explained below, a portion of the Settlement Fund may be awarded by the Court to Lead Counsel as attorneys' fees and expenses. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed according to the Plan of Distribution described below to Class Members who submit a valid and timely Proof of Claim and Release.

VII. THE RIGHTS OF CLASS MEMBERS

If you are a Class Member, you may receive the benefit of, and, unless you exclude yourself from the Class, you will be bound by the terms of the proposed Settlement described in this Notice, upon approval of it by the Court.

If you are a Class Member, you have the following options:

1. You may file a Proof of Claim and Release as described below. If you choose this option, you will remain a Class Member, you will share in the proceeds of the proposed Settlement if your claim is timely and valid and if the proposed Settlement is finally approved by the Court, and you will be bound by the Judgment and release described below.

2. If you do not wish to be included in the Class and you do not wish to participate in the proposed Settlement described in this Notice, you may request to be excluded. To do so, you must so state in writing postmarked no later than January 7, 2011. You must set forth (a) your name, address, and telephone number; (b) the number of Agria ADS purchased and the number of ADS sold during the Class Period and the dates and prices of such purchase(s) and/or sale(s); and (c) that you wish to be excluded from the Class. The exclusion request should be addressed as follows:

Agria Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 5100
Larkspur, CA 94977-5100

3. If you validly request exclusion from the Class (a) you will be excluded from the Class, (b) you will not share in the proceeds of the Settlement described herein, (c) you will not be bound by any judgment entered in the Action, and (d) you will not be precluded, by reason of your decision to request exclusion from the Class, from otherwise prosecuting an individual claim, if timely, against Defendants based on the matters complained of in the Action.

4. If you do not request in writing to be excluded from the Class as set forth in paragraph 2 above, you will be bound by any and all determinations or judgments in the Action in connection with the Settlement entered into or approved by the Court, whether favorable or unfavorable to the Class, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Persons, whether or not you submit a valid Proof of Claim and Release form.

5. You may do nothing at all. If you choose this option, you will not share in the proceeds of the Settlement, but you will be bound by any judgment entered by the Court, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Persons.

6. If you are a Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing at your own expense. If you do not do so, you will be represented by Lead Counsel: Robbins Geller Rudman & Dowd LLP, David A. Rosenfeld, 58 South Service Road, Suite 200, Melville, NY 11747.

VIII. PLAN OF DISTRIBUTION

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proof of Claim and Release forms under the Plan of Distribution described below. The Plan of Distribution provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have a net loss on all transactions in Agria ADS during the Class Period.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Distribution, Lead Counsel have consulted with their damages consultants and the Plan of Distribution reflects an equitable manner in which to allocate the Net Settlement Fund, but is not an assessment of the damages that they believe could have been recovered had Lead Plaintiff prevailed at trial.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the

percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

A claim will be calculated as follows:

**Agria Corp. Securities Litigation
CUSIP: 00850H103**

Section 11 Claims for the November 2007 Initial Public Offering

Initial Public Offering Price:	\$16.50 per ADS
Closing Price on the date the lawsuit was filed ¹ :	\$4.57 per ADS

For ADS of Agria purchased *pursuant to, and traceable to, the Company's offering prospectus dated November 6, 2007*, and

- 1) sold prior to April 11, 2008, the claim per ADS is the lesser of (i) the Purchase Price per ADS less the Sales Price per ADS, or (ii) \$16.50 less the Sales Price per ADS.
- 2) retained at the end of April 10, 2008, or sold on or after April 11, 2008, the claim per ADS is the lesser of (i) the Purchase Price per ADS less the Sales Price per ADS, or (ii) \$16.50 less \$4.57.

IX. PARTICIPATION IN THE SETTLEMENT

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE FORM THAT ACCOMPANIES THIS NOTICE. The Proof of Claim and Release must be postmarked on or before January 14, 2011, and delivered to the Claims Administrator at the address below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim and Release, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Stipulation and the Judgment.

X. DISMISSAL AND RELEASES

If the proposed Settlement is approved, the Court will enter the Judgment. The Judgment will dismiss the Released Claims with prejudice as to all Released Persons. The Judgment will provide that all Class Members shall be deemed to have released and forever discharged all Released Claims (to the extent Class Members have such claims) against all Released Persons and that the Released Persons shall be deemed to have released and discharged all Class Members and Plaintiffs' Counsel from all claims arising out of the prosecution and Settlement of the Litigation or the Released Claims.

XI. APPLICATION FOR FEES AND EXPENSES

At the Settlement Hearing, Lead Counsel will request the Court to award attorneys' fees of 25% of the Settlement Fund, plus expenses not to exceed \$75,000, which were incurred in connection with the Litigation, plus interest thereon. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

To date, Lead Counsel have not received any payment for their services or expenses in conducting the Litigation on behalf of the Lead Plaintiff and Class Members. The fee requested by Lead Counsel will compensate them for their efforts in achieving the Settlement Fund for the benefit of the Class and for their risk in undertaking this representation on a wholly contingent basis.

XII. CONDITIONS FOR SETTLEMENT

The Settlement is conditioned upon the occurrence of certain events described in the Stipulation. Those events include, among other things (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from or alter or amend the Judgment. If, for any reason, any one of the conditions described in the Stipulation is not

¹ First Class Action Complaint filed on April 11, 2008.

met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions as of June 1, 2010.

XIII. THE RIGHT TO BE HEARD AT THE HEARING

Any Class Member who objects to any aspect of the Settlement, the Plan of Distribution, or the application for attorneys' fees and expenses may appear and be heard at the Settlement Hearing. Any such Person must submit a written notice of objection, received on or before January 7, 2011, by each of the following:

Court:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street
New York, NY 10007

Counsel for Defendant Agria Corporation and the Individual Defendants

James J. Farrell
Wendy P. Harper
LATHAM & WATKINS LLP
355 South Grand Avenue
Los Angeles, CA 90071-1560

Lead Counsel for Plaintiff

Ellen Gusikoff Stewart
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101-3301

Counsel for the Underwriter Defendants

Lawrence Byrne
Paul S. Hessler
A. Hyun Rich
LINKLATERS LLP
1345 Avenue of the Americas
New York, NY 10105

The notice of objection must demonstrate the objecting Person's membership in the Class, including the number of Agria ADS purchased during the Class Period, and contain a statement of the reasons for objection. Only Class Members who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

XIV. SPECIAL NOTICE TO NOMINEES

If you hold or held any Agria ADS purchased during the Class Period as nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim and Release by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Agria Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 5100
Larkspur, CA 94977-5100

If you choose to mail the Notice and Proof of Claim and Release yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and Release and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim and Release, upon submission of appropriate documentation to the Claims Administrator.

XV. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Stipulation. For full details of the matters discussed in this Notice, you may review the Stipulation filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York, or at www.gilardi.com.

If you have any questions about the Settlement of the Litigation, you may contact Lead Counsel by writing:

ROBBINS GELLER RUDMAN
& DOWD LLP
Ellen Gusikoff Stewart
655 West Broadway, Suite 1900
San Diego, CA 92101

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: September 20, 2010

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK