



**Emerald Plantation Holdings Limited**

**(the "Company")**

**Execution of Supplemental Indenture dated April 22, 2016**

On 22 April 2016, the Company and the other parties to the indenture dated 30 January 2013 (as amended, the "**Indenture**") between the Company, Computershare Trust Company, N.A., as trustee and security trustee, and the initial subsidiary guarantors listed therein, pursuant to which the Company issued its US\$300,000,000 6.00% Guaranteed Senior Notes Due 2020 (CUSIP No. 29101W AA4) (the "**Notes**"), entered into a seventh supplemental indenture (the "**Supplemental Indenture**") to amend the Indenture. The amendments included in the Supplemental Indenture did not require the consent of holders of the Notes. The Supplemental Indenture amends the Indenture by:

- (a) amending the second sentence of Section 4.01(a) by (a) deleting "," after "Section 3.02" and replacing it with "or"; and (b) inserting "10:00 A.M. (New York City time) on" before "the Entire Sale Transaction Redemption Date";
- (b) amending the fifth sentence of Section 4.01(a) by inserting "other than the Entire Sale Transaction Redemption Date" after "each Payment Date";
- (c) amending Section 7.07(d) by (a) deleting "and" after "Section 8.01(a)" and replacing it with "," and (b) inserting "or subclause (1)(B) of Section 13.01(a)" after "Section 8.02(b)";
- (d) amending the first sentence of Section 8.05 by adding "or any funds deposited with it pursuant to Section 13.01" after the reference to "Section 8.02"; and
- (e) adding a new Article 13 titled "Satisfaction and Discharge of the Indenture" and including one section therein, Section 13.01, titled "Satisfaction and Discharge of the Indenture", which Section 13.01 provides as follows:

"(a) Anything set forth in this Indenture or the Security Documents to the contrary notwithstanding, this Indenture, the Security Documents and, subject to Section 7.07, the rights, duties and obligations of the Trustee, the Security Trustee and the Holders will be discharged and will cease to be of further effect including as to all Notes issued hereunder, when:

(1) either:

- (A) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced

or paid, have been delivered to the Trustee for cancellation; or

- (B) repayment in full of the Notes has been made on the date due, whether at maturity or redemption.
- (2) the Company has paid or caused to be paid all other amounts (other than those paid in accordance with clause (1) of this Section 13.01(a)) payable by it under this Indenture.
  - (b) In addition, the Company must deliver an Officer's Certificate and an Opinion of Counsel to the Trustee, in each case, stating that all conditions precedent provided for in this Section 13.01 relating to satisfaction and discharge have been satisfied.
  - (c) The Trustee and the Security Trustee, on demand of and at the expense of the Company, shall execute and deliver proper instruments acknowledging satisfaction and discharge of this Indenture. These obligations shall survive the satisfaction and discharge of this Indenture.
  - (d) Nothing in this Section 13.01 will be deemed to discharge those provisions of Section 7.07, that, by their terms, survive the satisfaction and discharge of this Indenture."

The Company will send copies of the Supplemental Indenture to Noteholders upon request. For the convenience of Noteholders, a copy of the Supplemental Indenture and a conformed copy of the Indenture incorporating all amendments through the date of the Supplemental Indenture are available on the Company's website at <http://www.emeraldplantationholdings.com/>. Questions concerning the Supplemental Indenture should be directed to the Company at [info@emerald-plantation.com](mailto:info@emerald-plantation.com).

**This announcement is for information purposes only and is not an offer to purchase or sell, a solicitation of an offer to purchase or sell or a solicitation of consents with respect to any securities.**

**Emerald Plantation Holdings Limited**

22 April 2016