

Autonomous City of Buenos Aires, June 3, 2024

Messrs.
National Securities Commission of Argentina
Bolsas y Mercados Argentinos S.A.
Mercado Abierto Electrónico S.A.
Present

Ref.: *Agrofina S.A. - Relevant Fact. Consent Solicitation - Class X Notes.*

Yours sincerely:

I am pleased to address you in my capacity as Head of Market Relations of Agrofina S.A. (the "**Company**"), in order to inform you that, on this date, the Board of Directors of the Company resolved, among other matters:

(a) subject to obtaining the Required Majority (as such term is defined below), to amend certain essential terms and conditions of the Class X notes, secured, at a fixed interest rate equal to 12% annual nominal amount payable quarterly in arrears, maturing on July 5, 2024, issued by the Company on July 5, 2021 for a nominal amount of US\$ 10,996,922 (ten million nine hundred ninety-six thousand nine hundred twenty-two US dollars) (the "**Notes**"), under the Global Program for the Issuance of simple Notes, not convertible into shares, for a nominal amount of up to US\$80.000.000,000 (eighty million U.S. dollars) (or its equivalent in other currencies) (the "**Program**"), and pursuant to the terms and conditions set forth in: (i) the Program Prospectus dated November 20, 2020 (the "**Prospectus**"); (ii) the Pricing Supplement of the Notes dated June 25, 2021 and its first addendum dated June 23, 2023 (the "**Pricing Supplement**"); and (iii) the Guaranty Trust Agreement entered into between the Company and TMF Trust Company (Argentina) S.A. on November 25, 2019 and its addendum dated July 5, 2021, among other documents related to its issuance;

(b) request by means of this Consent Solicitation (the "**Consent Solicitation**") the agreement of the holders of the Notes (the "**Holders**") to amend the terms and conditions of the Notes for the purposes of (the "**Proposed Amendment**"):

(i) deferring the maturity date of the Notes to July 5, 2026, modifying, accordingly, the wording of Section I "*Offering of the Notes - Maturity Date*" of the Pricing Supplement in order to establish the following: "*Maturity Date: July 5, 2026 or the Business Day thereafter if such date is not a Business Day (the "**Maturity Date**")*";

(ii) amend, accordingly, the Interest Payment Date (as such term is defined in the Pricing Supplement) of the Notes, amending the wording of Section I "*Offering of the Notes - Payment of Interest*" of the Pricing Supplement to provide as follows: "*Payment of Interest: Interest under the Notes will be paid quarterly in arrears until the Maturity Date of the Notes on the following dates: October 5, 2024, January 5, 2025, April 5, 2025, July 5, 2025, October 5, 2025, January 5, 2026, April 5, 2026 and on the Maturity Date, or, if any of the above dates is not a Business Day, the first immediately succeeding Business Day with the same validity and effect as if payment had been made on the date originally scheduled (the "**Interest Payment Dates**")*";

(iii) modify the Redemption Payment Date (as such term is defined in the Pricing Supplement) of the Notes, amending, consequently, the wording of Section I "*Offering of the Notes - Amortization*" of the Pricing Supplement in order to establish the following: "*Amortization: 100% of the nominal value of the Class X Notes will be paid in 4 (four) quarterly installments equal to 25% of the nominal value of the Notes on the following dates: October 5, 2025, January 5, 2026, April 5, 2026 and on the Maturity Date, or, if any of the mentioned dates is not a Business Day, the first immediately following Business Day with the same validity and effect as*

if the payment had been made on the originally scheduled date (the "Amortization Payment Date")";

- (iv) modify the Interest Rate (as such term is defined in the Pricing Supplement) of the Notes on the unpaid principal amount in order to establish a fixed interest rate of 10% annual nominal amount, amending, accordingly, the wording of Section I "*Offering of the Notes - Interest Rate*" of the Pricing Supplement in order to establish the following: "*Interest Rate: The Class X Notes will accrue interest on the unpaid principal amount (the "Interest") at a fixed interest rate equivalent to 10% nominal annual (the "Interest Rate")*"; and
- (v) incorporate the possibility for the Company to optionally redeem, in whole or in part, the Notes at any time prior to their maturity at a price equal to 101% of the face value of the Notes plus accrued and unpaid interest, by adding the following section in Section I "*Offering of the Notes*" of the Pricing Supplement: "*Early Redemption at the Issuer's option: the outstanding Notes will be redeemable early, in whole or in part, at the Issuer's sole option and at any time from July 5, 2024 until the Maturity Date, at a price equal to 101% of the face value of the Notes, plus accrued and unpaid interest up to the redemption date. In all cases of redemption, equal treatment among investors will be guaranteed.*

Redemption Procedure: The Issuer will give prior notice to the holders of the Notes no less than five (5) Business Days and no more than thirty (30) Business Days prior to the date on which the redemption price will be paid by publishing a notice in the terms required by the listing and trading regulations of the markets in which the Notes are listed and informing the CNV through the AIF. The redemption notice will be irrevocable. There will be no minimum nor maximum redemption amount with respect to any type of redemption of the Notes. In the event that the partial redemption of the Notes is resolved, it will be made pro rata among the holders of the Notes.

- (c) use the mechanism provided in Section I "*Offering of the Notes - Holders' Meeting*" of the Pricing Supplement for the amendment of the terms and conditions of the Notes, by virtue of which—in accordance with the provisions of Article 14 of the Notes Law No. 23.576, as amended and supplemented—the Company may implement the Proposed Amendment, without the need to call a noteholders' meeting, to the extent that the Holders of at least 60% of the nominal value of the total outstanding principal amount of the Notes (the "Required Majority"), express their consent in a reliable manner with respect to the implementation of the Proposed Amendment; and
- (d) require the Holders to authorize the officers of the Company designated by the Company to sign all the documentation that may be necessary and/or convenient to reflect the implementation of the Proposed Amendment.

In this context, through this Consent Solicitation, the Company requests the Holders to give their irrevocable consent to approve the Proposed Amendment by means of a single instruction by the Holders (or their duly appointed attorneys-in-fact with sufficient powers for such purpose) to each of their depositors, which may be carried out through the usual communication channels between each of the Holders and their depositors (including, without limitation, e-mails, telephone calls or conferences, and/or any other means or channel through which the Holders may give their agreement in a reliable manner to approve the Proposed Amendment).

The instruction of consent to approve the Proposed Amendment given by the Holders shall be deemed to be a plain, unqualified and irrevocable acceptance of the entire Proposed Amendment set forth in this Consent Solicitation (the "Consent Manifestation"). In turn, each depositor shall forward to the Company any Consent Manifestation received on or after the date hereof, until the Deadline (as such term is defined below), by sending the Consent Manifestation to the Company, in digital form, at pablo.depellegrin@losgrobo.com cc Alejandro.rosa@losgrobo.com and Ileana.franquez@losgrobo.com. For clarification purposes, it is expressly stated that the Consent

Manifestation of those Holders whose Notes are in custody at the collective depository Euroclear Bank S.A./N.V. ("**Euroclear**"), shall be deemed granted in the event that the same is provided by Euroclear through Caja de Valores S.A. in its capacity as custodian of the Notes for such depository.

For clarity and illustrative purposes only, attached hereto as **Exhibit I** is a model of the wording of the Consent Manifestation that the Holders may use to give their irrevocable consent to the Proposed Amendment to their depositors, expressly stating that such Holders may also give their consent through any other format or communication channel they deem appropriate, provided that they are able to give their consents in a reliable manner, in accordance with the requirements set forth in this Consent Solicitation.

Failure to respond or a Consent Manifestation not received by the depositor in question on or before the Deadline (unless extended by the Company as set forth below) shall be deemed a refusal of the Proposed Amendment.

Upon approval of the Proposed Amendment, except to the extent superseded, modified or added to as provided above in paragraph **(b) hereof**, the other original terms and conditions of the Notes shall remain in effect.

In this regard, the investing public and the Holders are informed that:

- (i) the Proposed Amendment will be implemented in the event that the Holders of at least 60% of the aggregate principal amount of the outstanding Notes express their consent with respect to the implementation of the Proposed Amendment by filing with their and the subsequent filing by such depositors of the Consent Manifestations with the Company by June 24, 2024 at 4:00 p.m. (the "Deadline");**
- (ii) the Company has appointed Alchemy Valores S.A., located at Bouchard 547, Autonomous City of Buenos Aires, Argentina, as its financial advisor in connection with the Consent Solicitation (the "Financial Advisor");**
- (iii) the Company may, at its sole discretion and at any time, before the end of the Deadline, extend such Deadline. Such circumstance will not generate liability of any kind for the Company, nor for its Financial Advisor, nor will it grant the Holders that submitted Consent Manifestations the right to any compensation or indemnification, which will be considered valid. Neither the Company nor its Financial Advisor will be obliged to inform each of the Holders individually of such circumstance;**
- (iv) the Company may, at its sole discretion and at any time, cancel the Consent Solicitation, which would imply that the Consent Manifestations received will automatically become null and void. Such circumstance will not generate liability of any kind for the Company, nor for its Financial Advisor, nor will it grant the Holders that submitted such Consent Manifestations the right to any compensation or indemnity. Neither the Company, nor its Financial Advisor will be obliged to inform such circumstance individually to each of the Holders;**
- (v) each Holder, before making any decision with respect to the Consent Solicitation and/or the Proposed Amendment, should make its own independent evaluation of the information contained in all documents relating to the issuance of the Notes (including, without limitation, the Prospectus and the Pricing Supplement), this Consent Solicitation and the Proposed Amendment, and of the benefits and risks involved; and should consult its own advisors regarding the legal, business, financial, tax and/or other matters relating to its Consent Manifestation;**

- (vi) the Company's Consent Solicitation does not imply any recommendation or suggestion by the Company or any agent or arranger or the Financial Advisor to the Holder to grant its Consent Manifestation; and nothing herein shall be construed as legal, business, financial, tax and/or other advice by the Company or any agent or arranger or the Financial Advisor;
- (vii) may access a copy of the Prospectus, the Pricing Supplement, the Company's financial statements and the relevant information published by the Company on the Financial Information Highway of the National Securities Commission (<https://www.argentina.gob.ar/cnv> - "*Empresas - Agrofina S.A. - Hechos Relevantes*") ("CNV"); in the daily bulletin of the Buenos Aires Stock Exchange (the "BCBA", after its Spanish acronym) by virtue of the exercise of the power delegated by Bolsas y Mercados Argentinos S.A. ("BYMA") to the BCBA; on the website of Mercado Abierto Electrónico S.A. (www.mae.com.ar/mpmae, under the section "*Mercado Primario*") ("MAE"); at the Company's headquarters, located at Suipacha 1111, 18th Floor, City of Buenos Aires and at the offices of the Financial Advisor, located at Bouchard 547, 12th Floor, City of Buenos Aires, Argentine Republic on business days from 08:00 a.m. to 5:00 p.m.; and, likewise, may submit any questions and doubts they may have regarding the Proposed Amendment to the representatives of the Company, by sending them to the following contact address: pablo.depellegrin@losgrobo.com cc Alejandro.rosa@losgrobo.com and Ileana.franquez@losgrobo.com;
- (viii) this Consent Solicitation, the Consent Manifestation and any other documents relating to the Proposed Amendment may be executed either physically or by any electronic means. In all instruments generated by electronic means, the requirement of the signature of a person shall be satisfied if an electronic signature is used, in which case they shall be considered private instruments signed in accordance with the provisions of Articles 286 and 287 of the Argentine Civil and Commercial Code, and shall be valid and binding in all their terms and conditions, even if they are signed by electronic signature, and shall have the same validity as if they had been signed on physical media;
- (ix) the submission of an Consent Manifestation shall constitute an irrevocable commitment to execute such other documents and consents as may be necessary or otherwise required by the Company for the purpose of validly implementing the Proposed Amendment;
- (x) (a) is afforded the opportunity to request the Company to examine such additional public information as such investor deems necessary to verify the accuracy of the information contained in all documents relating to the issuance of the Notes (including, without limitation, the Prospectus and the Pricing Supplement), the Company's financial statements and the Consent Solicitation; (b) it shall not rely on the Company, or any person connected with the Company, in connection with its investigation of the accuracy of such information or its decision to consent to the Proposed Amendment; (c) no person has been authorized to furnish any information or to make any representations about the Company or the Notes, except for those contained in the Pricing Supplement and the Consent Solicitation. If any such information or statement has been or is furnished or made to you, such information or statement shall not be deemed to have been authorized or consented to by the Company or attributed to the Company; and (d) at the time you give your Consent Manifestation to the implementation of the Proposed Amendment to the terms of the Notes, you are aware of all the implications thereof, and acknowledge that obtaining consents without a Holders' meeting is a valid mechanism for adopting the Proposed Amendment; and
- (xi) except for the provisions of Section 120 of the Capital Market Law No. 26,831, as amended and supplemented, the Company and its Financial Advisor assume no liability

whatsoever for any damages that the Holder may suffer, directly or indirectly related to the Consent Manifestation, the Consent Solicitation and the implementation of the Proposed Amendment, as applicable, regardless of the origin of such damages.

The Consent Manifestations shall be irrevocable once made, may not be revoked or withdrawn after they have been sent, and must be sent before or on the Deadline. The Company shall determine all matters relating to the validity, form, date of receipt and other formalities of the Consent Manifestations and the attainment of the Required Majority. The interpretation of this Consent Solicitation and the Consent Manifestations will be made by the Company and will be final and conclusive, and the Company will not be obliged to notify any irregularity in the presentations made by the Holders or their agents.

Finally, the investor public and the Holders are informed that, in the event that the Company obtains the Required Majority, the Proposed Amendment will be conclusive and binding for all the Holders, whether or not they have made the Consent Manifestation, and also for all the future holders of such Notes. In this case, the Proposed Amendment will be implemented through **(a)** the publication of a second addendum to the Pricing Supplement in: (i) the information systems of the markets where the listing and/or trading of the Notes has been requested; (ii) the CNV's web page (<https://www.argentina.gob.ar/cnv>); and (iii) the MAE's web page (www.mae.com.ar/mpmae); and **(b)** the replacement of the global certificate corresponding to the Notes that is deposited in Caja de Valores S.A.

Yours sincerely yours.

Julieta Gioia
Market Relations Manager
AGROFINA S.A.

EXHIBIT I
MODEL EXPRESSION OF CONSENT

Ref: *Agrofina S.A. Consent Solicitation - Notes Class X*

I am hereby writing to [redacted], as depositor of the Class X notes issued by the Company on July 5, 2021 for a nominal amount of US\$ 10,996,922 (ten million nine hundred ninety-six thousand nine hundred twenty-two hundred twenty-two U.S. dollars) (the "Notes"), in the context of the consent solicitation process initiated by Agrofina S.A. (the "Company") through the consent solicitation referenced as "*Agrofina S.A. - Relevant Fact. Consent Solicitation - Class X Notes*" dated June 3, 2024 (the "Consent Solicitation"), in order to grant my consent to make the Proposed Amendment (as such term is defined in the Consent Solicitation).

By [redacted], C.U.I.T. / DOCUMENT No.: [redacted], in my capacity as [holder/representative of holder [redacted]] of the Notes.