

AG GROWTH INTERNATIONAL INC.

DIVIDEND REINVESTMENT PLAN

February 28, 2013

IMPORTANT NOTICE

The Common Shares (as defined herein) and the Plan Shares (as defined herein) to be issued to Participants (as defined herein) are not, and will not be, registered under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), and accordingly, the Plan Shares are not being publicly offered for sale in the United States or in any of the territories or possessions thereof. Subject to certain exceptions noted in the Plan (as defined herein), participation in the Plan will not be accepted from any person or person's agent who appears to be, or who the Corporation (as defined herein) or the Plan Agent (as defined herein) have reason to believe, is resident in the United States or any of the territories or possessions thereof.

As a holder of Common Shares, you should read this document carefully before making any investment decision regarding the Plan.

AG GROWTH INTERNATIONAL INC.

Dividend Reinvestment Plan

1. Purpose

The Plan permits holders of Common Shares to automatically reinvest all or any portion of the cash dividends paid on their Common Shares in additional Common Shares. Common Shares distributed under the Plan will be: (i) issued from the treasury of the Corporation in the manner specified herein; (ii) be purchased by the Plan Agent through the facilities of the Toronto Stock Exchange in the manner specified herein; or (iii) be acquired through some combination of (i) and (ii).

2. Definitions

Unless the context otherwise requires, capitalized terms used in this Plan have the following definitions:

"**Average Market Price**" has the meaning set out in Section 5.6 of the Plan;

"**Beneficial Shareholder**" means a Shareholder who holds Common Shares through a Nominee;

"**Board**" means the board of directors of the Corporation, as it may be constituted from time to time;

"**Business Day**" means any day on which the Plan Agent's offices are generally open for the transaction of commercial business, but does not in any event include a Saturday, Sunday, civic or statutory holiday in the Province of Manitoba and Ontario or a day on which the Toronto Stock Exchange is not open for trading;

"**CDS**" refers to CDS Clearing and Depository Services Inc., which acts as a nominee for CDS Participants, or its nominee, as applicable;

"**CDS Participants**" refers to Nominees in their capacity as participants in the CDS depository service who hold Common Shares registered in the name of CDS on behalf of Beneficial Shareholders, and who are acting on behalf of such Beneficial Shareholders hereunder;

"**Common Shares**" means the common shares in the capital of the Corporation;

"**Corporation**" means Ag Growth International Inc.;

"**Dividend Payment Date**" means a date on which cash dividends are paid on Common Shares;

"**Dividend Record Date**" means a record date for the payment of cash dividends on Common Shares;

"**DRS Advice**" means Direct Registration Advice, a record of the security transaction affecting a securityholder's account on the books of an issuer as part of the Direct Registration System

"**Enrollment Form**" has the meaning set out in Section 3.2 of the Plan;

"**Market Purchase**" has the meaning set out in Section 5.5 of the Plan;

"**Nominees**" refers to brokers, investment dealers, financial institutions and other nominees (other than CDS) who hold Common Shares registered in their own names on behalf of Beneficial Shareholders and who are acting on behalf of such Beneficial Shareholders hereunder;

"**Participants**" means Registered Shareholders who, on the applicable Dividend Record Date, have all or any portion of their Common Shares enrolled in the Plan; provided, however, that CDS and Nominees, as the case may be, shall be Participants only to the extent that CDS or the Nominees, respectively, have enrolled in the Plan on behalf of Beneficial Shareholders;

"**Plan**" means this Ag Growth International Inc. Dividend Reinvestment Plan, as may be amended or supplemented from time to time;

"**Plan Agent**" means Computershare Trust Company of Canada, or such other agent as may be appointed by the Corporation from time to time to administer the Plan;

"**Plan Shares**" has the meaning set out in Section 5.1 of the Plan;

"**Registered Shareholder**" means a Shareholder whose Common Shares are registered in such Shareholder's name;

"**Shareholder**" means a holder of Common Shares;

"**trading day**" means a day on which not less than 500 Common Shares were traded on the Toronto Stock Exchange;

"**Treasury Purchase**" has the meaning set out in Section 5.5 of the Plan; and

"**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended.

3. Participation in the Plan

3.1 Eligibility

Subject to the provisions of this Part 3, all Registered Shareholders and Beneficial Shareholders who are residents in Canada and hold a minimum of 100 Common Shares can participate in the Plan. A Shareholder who holds a minimum of 100 Common Shares and is resident in a jurisdiction other than Canada can also participate in the Plan, subject to any restrictions of laws in such Shareholder's jurisdiction of residence.

3.1.1 Eligibility Restrictions for Non-Canadian Residents

Registered Shareholders and Beneficial Shareholders who are located in the United States or who are United States persons, as defined in Regulation S under the U.S. Securities Act, (each such person, a "**United States Person**") must complete the certification attached hereto as Exhibit A, certifying that they are qualified institutional buyers under applicable United States securities laws or otherwise provide evidence satisfactory to the Corporation and the Plan Agent that they are relying on an available exemption from the registration requirements under United States securities laws in order to be entitled to participate in the Plan.

Funds to be reinvested pursuant to the Plan on behalf of all non-Canadian resident Participants will be subject to withholding or applicable non-resident tax and any amount so reinvested will be reduced by the amount of the tax withheld.

The Corporation and the Plan Agent reserve the right to deny participation in the Plan to, and to not accept an Enrollment Form from, any Registered Shareholder or Beneficial Shareholder who appears to be, or who the Corporation or the Plan Agent has reason to believe is, a resident of any jurisdiction the laws of which do not permit participation in the Plan. Neither the Corporation nor the Plan Agent is responsible for providing advice on whether a Registered Shareholder or Beneficial Shareholder may be permitted to participate in the Plan under the applicable laws of such person's jurisdiction of residence.

3.2 Enrollment - Registered Shareholders

Registered Shareholders (other than CDS) may enroll all or any portion of their Common Shares in the Plan by completing the Reinvestment Enrollment – Participation Declaration Form (the "**Enrollment Form**") online through the Plan Agent's self-service web portal at www.investorcentre.com or by downloading and duly completing the Enrollment Form and delivering it to the Plan Agent at the address noted in Section 10. Registered Shareholders may also obtain an Enrollment Form by contacting the Plan Agent in any of the manners specified in Section 10 of the Plan or by following the instructions provided on the Corporation's website at www.aggrowth.com. CDS will provide separate instructions to the Plan Agent regarding the extent of its participation in the Plan on behalf of Beneficial Shareholders.

The Enrollment Form or instructions from CDS will direct (or be deemed to direct, as applicable) the Corporation to forward to the Plan Agent all cash dividends in respect of Common Shares registered in the name of the Participant that are enrolled in the Plan and will direct (or be deemed to direct, as applicable) the Plan Agent to reinvest such cash dividends, after deduction of any applicable withholding tax, in Plan Shares in accordance with the Plan.

An Enrollment Form must be received by the Plan Agent no later than 4:00 p.m. (Toronto time) on the fifth (5th) Business Day immediately preceding a Dividend Record Date in order to take effect on the Dividend Payment Date to which such Dividend Record Date relates. If an Enrollment Form is received by the Plan Agent from a Registered Shareholder after that time, the Enrollment Form will not take effect on such Dividend Payment Date and will only take effect on the next following and subsequent Dividend Payment Dates. Instructions from CDS must be received by the Plan Agent by no later than 11:00 a.m. (Toronto time) on the applicable Dividend Record Date.

3.3 Enrollment - Beneficial Shareholders

Beneficial Shareholders who hold Common Shares through a Nominee may not directly enroll in the Plan in respect of those Common Shares, but must instead either (i) transfer the Common Shares into their own name and then enroll such Common Shares in accordance with Section 3.2, or (ii) make appropriate arrangements with the Nominee who holds their Common Shares to enroll in the Plan on their behalf.

Beneficial Shareholders should contact the Nominee who holds their Common Shares to provide instructions regarding their participation in the Plan and to inquire about any applicable deadlines that the Nominee may impose or be subject to and when such enrollment will take effect.

3.4 Continued Enrollment

Common Shares enrolled by a Participant (other than CDS) in the Plan will remain enrolled in and will automatically continue to be enrolled in the Plan until such time as the Plan is terminated by the Corporation or until the Participant's enrollment is terminated by the Corporation or the Participant in accordance herewith. The Plan Shares acquired under the Plan for the account of the Participant will automatically be enrolled in the Plan.

CDS will provide instructions to the Plan Agent regarding the extent of its participation in the Plan, on behalf of Beneficial Shareholders, in respect of every Dividend Payment Date on which cash dividends otherwise payable to CDS as Shareholder of record are to be reinvested under the Plan.

Common Shares purchased by a Participant outside of the Plan and registered in exactly the same manner as Common Shares enrolled in the Plan will be automatically enrolled in the Plan in the same proportion as indicated on the Participant's Enrollment Form. Common Shares purchased by a Participant outside of the Plan that are not registered in exactly the same name as Common Shares enrolled in the Plan will not be automatically enrolled in the Plan. Participants are advised to contact the Plan Agent in the event that the Participant wishes to enroll such additional Common Shares in the Plan.

3.5 Restrictions - General

Subject to applicable law and regulatory policy, the Corporation reserves the right to determine, from time to time, a minimum number of Common Shares (currently 100) that a Participant must hold in order to be eligible to participate in, or continue to participate in, the Plan. Without limitation, the Corporation further reserves the right to deny the right to participate in the Plan to, or terminate the participation of, any person who, in the sole opinion of the Corporation, is participating in the Plan primarily with a view to arbitrage trading, whose participation in the Plan is part of a scheme to avoid applicable legal requirements or engage in unlawful behaviour or has been artificially accumulating securities of the Corporation, for the purpose of taking undue advantage of the Plan to the detriment of the Corporation. The Corporation may also deny the right to participate in the Plan to any person or terminate the participation of any Participant if the Corporation deems it advisable under any laws or regulations.

3.6 Fees

Participants will not be responsible for any commissions, administration costs or other service charges in connection with the purchase by the Plan Agent of Plan Shares on behalf of the Participants. All such costs will be paid by the Corporation.

Beneficial Shareholders who wish to participate in the Plan through the Nominee who holds their Common Shares should consult that Nominee to confirm what fees, if any, the Nominee may charge to enroll or withdraw all or any portion of such Beneficial Shareholders' Common Shares in or from the Plan on their behalf or whether the Nominee's policies might result in any costs otherwise becoming payable by such Beneficial Shareholders.

4. The Plan Agent

4.1 Administration of the Plan

The Plan Agent has been appointed to administer the Plan on behalf of the Corporation and the Participants pursuant to an agreement between the Corporation and the Plan Agent. If the Plan Agent ceases to act as Plan Agent for any reason, another qualified entity will be designated by the Corporation to act as Plan Agent and Participants will be promptly notified of the change.

All funds received by the Plan Agent under the Plan will be applied to the purchase of Plan Shares. In no event will interest be paid to Participants on any funds held for reinvestment under the Plan.

Notwithstanding the foregoing, all issues of interpretation arising in connection with the Plan or its application shall be conclusively determined by the Corporation in accordance with Section 9.5 of the Plan.

4.2 Dealing in Corporation Securities

The Plan Agent or its affiliates may, from time to time, for their own account or on behalf of accounts managed by them, deal in securities of the Corporation and will not be liable to account to the Corporation or to Participants in respect of such dealings.

Neither the Corporation nor the Plan Agent will exercise any direct or indirect control over the price paid for Plan Shares purchased under the Plan.

4.3 Adherence to Regulation

The Plan Agent is required to comply with applicable laws, orders or regulations of any governmental authority which impose on the Plan Agent a duty to take or refrain from taking any action under the Plan and to permit any properly authorized person to have access to and to examine and make copies of any records relating to the Plan.

4.4 Resignation of Plan Agent

The Plan Agent may resign as Plan Agent under the Plan in accordance with the agreement between the Corporation and the Plan Agent, in which case the Corporation will appoint another agent as the Plan Agent.

5. Purchase of Common Shares Under the Plan

5.1 Aggregation of Dividends

On each Dividend Payment Date, the Corporation will pay to the Plan Agent all cash dividends payable on Common Shares enrolled in the Plan. Those cash dividends, after deduction of any applicable withholding tax, will be aggregated and used by the Plan Agent to purchase Common Shares (including fractional Common Shares, calculated to three decimal places) (the "**Plan Shares**"), by way of Treasury Purchase, Market Purchase or a combination thereof, on behalf of Participants.

5.2 Fractional Shares

Full reinvestment is possible under the Plan as the Plan Agent will credit to the account of each Participant, on each reinvestment made under the Plan, fractional Plan Shares, calculated to three decimal places, for any amount that cannot be reinvested in whole Plan Shares. The crediting of

fractional Plan Shares in favour of Beneficial Shareholders who participate in the Plan through a Nominee will depend on the policies of that Nominee.

In certain events described in the Plan, a Participant or its legal representative will be entitled to receive a cheque in payment of the value of any fractional Plan Shares remaining in the Participant's account. Upon such payment being sent to the Participant or its legal representative, the Participant's fractional Plan Shares will be deemed to be cancelled. Any such payment will be made, pursuant to the Plan, after deduction of any applicable withholding tax, for all Participants, in Canadian currency.

5.3 Purchase Date

The Plan Agent will purchase Plan Shares on the applicable Dividend Payment Date.

5.4 Crediting of Accounts

On the date of each Treasury Purchase and/or Market Purchase, as the case may be, the Plan Shares acquired by the Plan Agent will be credited to the accounts of the Participants (or, in the case of CDS, credited by the Plan Agent to CDS, which will in turn credit the accounts of the applicable CDS Participants). The number of Plan Shares acquired by the Plan Agent on each date of acquisition to be credited to each Participant's account on such date shall be determined, in each case, on a pro rata basis according to the relative entitlement of each Participant to Plan Shares pursuant to the Plan.

5.5 Source of Plan Shares

The Plan Shares acquired by the Plan Agent under the Plan will be Common Shares (i) issued from the treasury of the Corporation (a "**Treasury Purchase**"); (ii) purchased by the Plan Agent through the facilities of the Toronto Stock Exchange (a "**Market Purchase**"); or (iii) acquired by a combination of a Treasury Purchase and a Market Purchases.

5.6 Price of Plan Shares

The price allocated to each Plan Share, or fraction thereof, acquired by the Plan Agent in connection with a Dividend Payment Date through: (i) a Treasury Purchase will be, subject to the maximum 4% discount that may be applied in accordance with the following paragraph, 100 percent of the volume weighted average price of the Common Shares traded on the Toronto Stock Exchange during the last five (5) trading days preceding the relevant Dividend Payment Date (the "**Average Market Price**"); (ii) a Market Purchase will be the average price for which all such Plan Shares were purchased (the "**Market Purchase Price**"); and (iii) a combination of a Treasury Purchase and a Market Purchase will be the volume weighted average of the Average Market Price and the Market Purchase Price.

The Board may, in its sole discretion, at any time, with effect at the time of declaration of the next dividend payment, determine that Plan Shares to be acquired pursuant to a Treasury Purchase are to be issued at a discount to the Average Market Price (such discount not to exceed four (4) percent). Participants will be promptly notified by way of press release as to any such change and until so notified, the Plan Shares issued pursuant to a Treasury Purchase will not be issued at a discount to the Average Market Price.

In the event that the Board determines Plan Shares issued pursuant to a Treasury Purchase are to be issued at a discount to the Average Market Price, such discount will apply in respect of Plan Shares, if any, until such time as the Board, in its sole discretion, with effect at the time of declaration of the next dividend payment, determines to further change or eliminate the discount then applicable in respect of Plan Shares. Participants will be promptly notified of any further change by way of press release.

6. Withdrawal and Disposition of Plan Shares

6.1 Withdrawal of Plan Shares

Participants may withdraw some or all of their whole Plan Shares by duly completing the withdrawal portion of the voucher on the reverse of the statement of account and sending it to the Plan Agent by mail in the manner provided for in Section 10 of the Plan, at any time, or by following the instructions on the Plan Agent's web portal at www.investorcentre.com. If a Participant requires an additional copy of the voucher they may obtain a duplicate copy of their statement of account from the Plan Agent at the address listed under the heading, "Notices and Correspondence". The Plan Agent will confirm such withdrawal in the next statement of account mailed to the Participant pursuant to Section 8.2 of the Plan following receipt of such request. On the withdrawal becoming effective, the Plan Agent will, in accordance with Section 8.1 of the Plan, send to the Participant a certificate or DRS Advice representing all whole Plan Shares held for the Participant's account under the Plan which have been withdrawn.

6.2 Disposition of Plan Shares

Plan Shares may not be sold, pledged, hypothecated, assigned or otherwise disposed of or transferred. Participants who wish to sell, pledge, hypothecate, assign, or otherwise dispose of or transfer all or any portion of their Plan Shares must withdraw such shares from the Plan in the manner specified in Section 6.1 of the Plan prior to such sale, pledge, hypothecation, assignment, disposal or transfer.

6.2.1 Resale Restrictions on Plan Shares

General

The following is a description of the potential resale restrictions which may be applicable to Plan Shares held by residents of Canada and the United States in the event that such Plan Shares are withdrawn from the Plan in accordance with Section 6.1 of the Plan or pursuant to any of the events described in Sections 7.1, 7.2 or 7.3 of the Plan.

The following description is not exhaustive and neither the Corporation nor the Plan Agent is responsible for providing advice on the resale restrictions applicable to a Participant in its jurisdiction of residence in respect of the Plan Shares. **Participants are urged to consult a legal advisor in their jurisdiction of residence for a description of the resale restrictions applicable to Plan Shares held by the Participants.**

Canada

Generally, in Canada, the first trade in the Plan Shares will be exempt from the prospectus requirements of Canadian securities legislation if:

- (a) the Corporation is and has been a "reporting issuer" in any jurisdiction of Canada for the four months immediately preceding the trade;
- (b) the trade is not a "control distribution" as defined in the applicable Canadian securities legislation,
- (c) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of the trade;
- (d) no extraordinary commission or other consideration is paid to a person or company in respect of such trade; and
- (e) if the selling securityholder is an insider or officer of the Corporation, the selling securityholder has no reasonable grounds to believe that the Corporation is in default of securities legislation.

If such conditions have not been met, then the Plan Shares may not be resold except pursuant to a prospectus or prospectus exemption available under applicable Canadian securities legislation, which may only be available in limited circumstances. In addition, Plan Shares acquired by "control persons" (as defined under applicable Canadian securities legislation) will be subject to the resale restrictions applicable to all Common Shares held by such person.

United States

The Plan Shares issuable to Participants are not, and will not be, registered under the U.S. Securities Act. Accordingly, Plan Shares may only be offered, sold, pledged or otherwise transferred pursuant to an effective registration statement under the U.S. Securities Act or an available exemption from the registration requirement of the U.S. Securities Act. Certificates representing Plan Shares issued to Participants resident in the United States will bear an appropriate restrictive legend.

For greater certainty, Plan Shares issued to Participants resident in the United States will bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES AGREES FOR THE BENEFIT OF AG GROWTH INTERNATIONAL INC. THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO AG GROWTH INTERNATIONAL INC., (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION AFTER PROVIDING A SATISFACTORY LEGAL OPINION TO AG GROWTH INTERNATIONAL INC."

"DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

“A NEW CERTIFICATE, BEARING NO LEGEND, DELIVERY OF WHICH WILL CONSTITUTE "GOOD DELIVERY" MAY BE OBTAINED FROM AG GROWTH INTERNATIONAL INC. UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO AG GROWTH INTERNATIONAL INC. AND ITS REGISTRAR AND TRANSFER AGENT, TO THE EFFECT THAT THE SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT”.

6.3 Plan Shares Remaining in Plan

If a Participant withdraws less than all of such Participant's Plan Shares, the participation of the Participant in the Plan will continue.

7. Termination of Participation

7.1 Termination by Participant

Participants may terminate their participation in the Plan at any time by duly completing the termination portion of the voucher on the reverse of the statement of account and sending it to the Plan Agent by mail in the manner provided for in Section 10 of the Plan, or by following the instructions on the Plan Agent's web portal at www.investorcentre.com. If a Participant requires an additional copy of the voucher they may obtain a duplicate copy of their statement of account from the Plan Agent at the address listed under the heading, "Notices and Correspondence". On the termination becoming effective, the Plan Agent will, in accordance with Section 8.1 of the Plan, send to the Participant a certificate or DRS Advice representing all whole Plan Shares held for the Participant's account under the Plan and a cheque in payment of the value (less any applicable withholding tax) of any fractional Plan Shares remaining in the Participant's account. Any fractional Plan Shares will be converted to cash by the Plan Agent at the prevailing market price at the time of sale.

If a notice of termination is not received by the Plan Agent before 4:00 p.m. (Toronto time) on the fifth (5th) Business Day immediately preceding a Dividend Record Date, the Participant's account will not be closed, and the Participant's enrollment in the Plan will not be terminated, until after the acquisition of the Plan Shares in respect of the Dividend Payment Date to which that Dividend Record Date relates.

7.2 Death of a Participant

Upon an individual Participant's death, participation in the Plan will be terminated following receipt by the Plan Agent of instructions to terminate participation in the Plan from the Participant's legal representative and satisfactory evidence of such representative's authority to give such instructions, deliverable via mail to the Plan Agent in the manner provided for in Section 10 of the Plan. On the termination becoming effective, the Participant's account will be closed and the Plan Agent will, in accordance with Section 8.1 of the Plan, send to the Participant a certificate or DRS Advice representing all whole Plan Shares held for the Participant's account under the Plan and a cheque in payment of the value (less any applicable withholding tax) of any fractional Plan Shares remaining in the Participant's account. Any fractional Plan Shares will be converted to cash by the Plan Agent at the prevailing market price at the time of sale. The certificate or DRS Advice, as the case may be, and cheque will be issued in the name of the deceased Participant. Requests for issuance of a share certificate or DRS Advice and/or a cash

payment for a fractional Plan Share in the name of an estate must be accompanied by such appropriate documentation as may be reasonably requested by the Plan Agent and the Corporation.

If a notice of a Participant's death is not received by the Plan Agent before 4:00 p.m. (Toronto time) on the fifth (5th) Business Day immediately preceding a Dividend Record Date, the Participant's account will not be closed, and the Participant's enrollment in the Plan will not be terminated, until after the purchase of the Plan Shares in respect of the Dividend Payment Date to which that Dividend Record Date relates.

7.3 Termination by the Corporation

On a Participant's participation in the Plan being terminated by the Corporation in the circumstances described above under Section 3.5 of the Plan, the Plan Agent will send to the Participant a certificate or DRS Advice representing all whole Plan Shares held for the Participant's account under the Plan and a cheque in payment of the value (less any applicable withholding tax) of any fractional Plan Shares remaining in the Participant's account. Any fractional Plan Shares will be converted to cash by the Plan Agent at the prevailing market price at the time of sale.

8. Administration

8.1 Registration of Plan Shares and Issuance of Certificates

All Plan Shares purchased under the Plan will be registered in the name of the Plan Agent or its nominee. This service protects against loss, theft or destruction of share certificates. The number of Plan Shares held by each Participant under the Plan will be shown on each statement of account provided under Section 8.2 of the Plan.

Physical certificates or a DRS Advice for Plan Shares will only be issued to Participants in the United States, if the Plan is terminated by the Corporation, participation in the Plan is terminated by a Participant or by the Corporation, a Participant withdraws all or any portion of its Plan Shares from its account, or upon the death of the Participant. Physical certificates or a DRS Advice will only be issued in the name of the applicable Participant and will be issued within three weeks of the relevant event, or, in certain circumstances, in respect of Beneficial Shareholders whose Common Shares are enrolled in the Plan and registered in the name of CDS, Plan Shares may, where allowed for or permitted by applicable law and subject to the eligibility and participation by the Corporation, from time to time, in any applicable direct registration system, be electronically issued without a certificate as soon as practicable following the relevant event. No person shall be entitled to receive a certificate, by way of electronic issuance or otherwise, for any fraction of a Plan Share.

8.2 Statements of Account

An account will be maintained by the Plan Agent for each Participant with respect to purchases of Plan Shares under the Plan for the account of such Participant. An unaudited statement regarding purchases under the Plan will be mailed on a quarterly basis to each Participant setting out, among other things, the number of Plan Shares purchased through the Plan, the applicable purchase price per Plan Share and the amount of any applicable withholding tax. These statements are a Participant's continuing record of purchases of Plan Shares made on behalf of such Participant pursuant to the Plan and should be retained for income tax purposes.

Participants are responsible for calculating and monitoring their own adjusted cost base in Plan Shares for Canadian federal income tax purposes, and for calculating and monitoring their own adjusted tax basis in Plan Shares for U.S. federal income tax purposes, as certain averaging and other rules may apply and such calculations may depend on the cost of other Common Shares held by a Participant and certain other factors.

Participants who are enrolled in the Plan through a Nominee may or may not be provided with such reports or forms from their Nominee.

8.3 Liabilities of the Corporation and Plan Agent

Neither the Corporation nor the Plan Agent will be liable:

- (a) for any act or omission to act, or will have any duties, responsibilities or liabilities, except as expressly set forth in the Plan or required by law;
- (b) for any contravention by any Participant of applicable securities laws with respect to its participation in the Plan or the acquisition or disposition of Plan Shares;
- (c) in respect of the prices at which Plan Shares are purchased on behalf of Participants under the Plan or the timing of purchases made under the Plan;
- (d) in respect of any decision to amend, suspend, terminate or replace the Plan in accordance with the terms hereof;
- (e) in respect of the involuntary termination of a Participant's enrollment in the Plan in the circumstances described herein;
- (f) in respect of any failure to terminate an individual Participant's enrollment in the Plan upon such Participant's death before receipt of actual notice of death; or
- (g) in respect of income taxes or other liabilities payable by any Participant or Beneficial Shareholder in connection with their participation in the Plan.

Neither the Corporation nor the Plan Agent can assure a profit or protect against a loss on Plan Shares purchased under the Plan.

The Corporation and the Plan Agent shall have the right to reject any request regarding enrollment, withdrawal or termination from the Plan if such request is not received in proper form. Any such request will be deemed to be invalid until any irregularities have been resolved to the satisfaction of the Corporation and/or the Plan Agent.

9. Miscellaneous

9.1 Voting of Plan Shares

Whole Plan Shares held under the Plan by the Plan Agent for a Participant's account on the record date for a vote of Shareholders will be voted in accordance with the instructions of the Participant, or its duly appointed proxy, given on a form to be furnished to the Participant. Plan Shares for which voting instructions are not received will not be voted. No voting rights will attach to any fractional Plan Shares held for a Participant's account under the Plan.

9.2 Subdivisions, Consolidations, Stock Dividends or Rights Offerings

In the event of a subdivision, consolidation or similar pro rata change in the number of outstanding Common Shares into a greater or lesser number of Common Shares, the Plan Agent will proportionately credit or debit the account of each Participant maintained under the Plan according to the number of Plan Shares held for the account of that Participant prior to the effective time of the subdivision, consolidation or similar pro rata change.

If the Corporation makes available to Shareholders any rights to subscribe for additional Common Shares or other securities, rights certificates will be forwarded to a Participant in the Plan in proportion to the number of whole Common Shares owned, including Plan Shares being held for the Participant by the Plan Agent. Such rights will not be made available for any fraction of a Common Share held for a Participant.

Any stock dividend paid by the Corporation or other entitlements (other than cash) to securities that a Registered Shareholder may be eligible to receive as a direct consequence of being a Shareholder at the relevant time as determined by the Corporation, if any, will be credited to a Participant's account or, if not Common Shares, issued in certificate or DRS Advice form to the Participant, in each case based on whole Plan Shares being held for a Participant by the Plan Agent. The date of acquisition of such Common Shares or such other security will be the dividend payment date on which the stock dividend is paid or the applicable date of the issuance of securities, respectively, and any Common Shares, if any, so issued by the Corporation will be entitled to future dividend reinvestment in the same manner as other Plan Shares held in the Participant's account. Such stock dividend or other entitlement will not be made available for any fraction of a Common Share held for a Participant.

9.3 Amendment or Termination of the Plan

The Corporation reserves the right to amend or terminate the Plan at any time, but such action shall have no retroactive effect that would prejudice the interests of Participants. In the event that the Corporation amends the Plan, unless otherwise provided for herein, no written notice of any such amendment will be sent to Participants unless the interests of Participants are, in the opinion of the Corporation, materially prejudiced as a result of such amendment. Generally, no notice will be given to Participants regarding any amendments to the Plan intended to cure, correct or rectify any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions. Where required, amendments to the Plan will be subject to the prior regulatory approvals, including those of stock exchanges.

In the event that the Corporation terminates the Plan, all Participants will be sent written notice of such termination and the Plan Agent will send to each Participant a certificate or DRS Advice for whole Plan Shares held for the Participant's accounts under the Plan and a cheque for the value of any remaining fractional Plan Shares in such Participant's account based on the prevailing market price of the Common Shares at such time. In the event that the Corporation terminates the Plan, no investment will be made by the Plan Agent on the Dividend Payment Date immediately following the effective date of such termination, and any cash dividends paid after the effective date of such termination that would, but for the termination, be reinvested under the Plan, will be remitted to Participants in the ordinary manner.

9.4 Assignment

A Participant may not assign the Participant's right to participate in the Plan.

9.5 Rules

The Corporation may make rules and regulations to facilitate the administration of this Plan and reserves the right to regulate and interpret the Plan text as the Corporation deems necessary or desirable. Any issues of interpretation arising in connection with the Plan or its application shall be conclusively determined by the Corporation. The Corporation may also adopt rules and regulations concerning the establishment of Internet-based or other electronic mechanisms with respect to the enrollment in the Plan, the communication of information concerning the Plan to the Participants and any other aspects of the Plan.

9.6 Governing Law

The Plan will be governed by and construed in accordance with the laws of the province of Manitoba and the federal laws of Canada applicable therein.

10. Notices and Correspondence

All notices or other documents required to be given to Participants under the Plan, including certificates or DRS Advices for Common Shares and cheques, shall be mailed to Participants who are Registered Shareholders at their addresses as shown in the register of Shareholders maintained by the registrar and transfer agent of the Corporation.

Notices or inquiries to the Plan Agent shall be sent, in the manner directed by the Plan or otherwise, as applicable, to:

Computershare Trust Company of Canada
100 University Avenue, 9th floor, North Tower
Toronto, ON, Canada M5J 2Y1

Attention: Dividend Reinvestment Department

Or by calling the National Customer Contact Centre at:
1-800-564-6253 (Toll free in North America) or (514) 982-7555

Or by visiting www.investorcentre.com/service

Notices to the Corporation shall be sent to:

Ag Growth International Inc.
198 Commerce Dr.
Winnipeg, MB R3P 0Z6

Attention: Chief Financial Officer
Telephone: (204) 489-1855
Facsimile: (204) 488-6929

11. Effective Date

The effective date of this Plan is February 28, 2013.