FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED LOAN AGREEMENT DATED AND EFFECTIVE AS OF APRIL 29, 2010.

AMONG:

AG GROWTH INTERNATIONAL INC.,
HANSEN MANUFACTURING CORP.,
WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.,
as Borrowers

- and -

AG GROWTH INTERNATIONAL INC.,
AGX HOLDINGS INC.,
AG GROWTH INDUSTRIES PARTNERSHIP,
WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.,
UNION IRON, INC.,
HANSEN MANUFACTURING CORP.,
APPLEGATE LIVESTOCK EQUIPMENT, INC.,
APPLEGATE TRUCKING, INC.,
AG GROWTH SUOMI OY,
as Guarantors

- and -

THE TORONTO-DOMINION BANK, CANADIAN IMPERIAL BANK OF COMMERCE, NATIONAL BANK OF CANADA and any other lender or lenders who become Canadian Lenders from time to time,
as Canadian Lenders

- and -

TORONTO DOMINION (NEW YORK) LLC , CIBC INC., NATIONAL BANK OF CANADA - NEW YORK BRANCH and any other lender or lenders who become U.S. Lenders from time to time,
as U.S. Lenders

- and -

THE TORONTO-DOMINION BANK,
as Canadian Agent

- and -

THE TORONTO-DOMINION BANK,
as Canadian Swing Line Lender

- and -

TORONTO DOMINION (TEXAS) LLC,
as U.S. Agent

- and -

THE TORONTO-DOMINION BANK, NEW YORK BRANCH,
as U.S. Swing Line Lender

RECITALS:

A. The parties hereto are parties to a Fourth Amended and Restated Loan Agreement dated December 30, 2009 (the "Loan Agreement").

B. Ag Growth Suomi Oy ("Ag Growth Suomi"), a newly created wholly-owned subsidiary of Ag Growth International, has agreed to purchase all of the outstanding shares of Mepu Oy on the terms and conditions contained in a Share Purchase Agreement between Prifin Oy and Ag Growth Suomi dated April 29, 2010 (the "Acquisition").

C. The Lenders have approved the Acquisition subject to satisfaction of certain conditions, including the parties entering into this Agreement, amending the Loan Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
INTERPRETATION

Unless otherwise specified, all references to Sections or Schedules in this Agreement are to sections of or schedules to the Loan Agreement. For the purposes of this Agreement, capitalized terms that are not defined in this Agreement have the meanings given to them in the Loan Agreement.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND COVENANTS

Each of the Borrowers and the Guarantors represents and warrants to each of the Agents and the Lenders that:

(a) each of the representations and warranties as set forth in the Loan Agreement and the other Loan Documents is true and correct with the same force and effect as if made as of the date hereof, except to the extent that any such representation and warranty relates solely to an earlier date;

(b) each of the Ag Growth Parties and their Subsidiaries have fulfilled and complied with all covenants contained in the Loan Documents to be performed or caused to be performed by it at or prior to the date hereof; and

(c) no Default or Event of Default has occurred and is continuing under the Loan Agreement.

ARTICLE III
AG GROWTH SUOMI

3.1 Party to Loan Agreement

Concurrently with its execution of this Agreement, Ag Growth Suomi becomes a party to the Loan Agreement as a Guarantor and:

(a) hereby makes each of the representations and warranties set forth in Article II of this Agreement; and

(b) agrees to be bound by each of the terms and conditions of the Loan Agreement, as a Guarantor, as if an original signatory to the Loan Agreement and to each amendment and restatement thereof.

Concurrently with its execution of this Agreement, Ag Growth Suomi shall also execute a Joinder Agreement (Credit Party) referred to in Section 8.2 of the Intercreditor Agreement, thereby becoming a party to the Intercreditor Agreement.

3.2 Security and Other Deliverables

Ag Growth Suomi shall deliver to the Agents within thirty (30) days of the closing of the Acquisition:

(a) a guarantee of the obligations of each of Ag Growth International, Hansen and Westfield in the form required by the Agents (the "Ag Growth Suomi Guarantees"), duly executed by Ag Growth Suomi;

(b) a pledge agreement in the form required by the Agents (the "Ag Growth Suomi Pledge"), duly executed by Ag Growth Suomi;

(c) evidence satisfactory to the Lenders that the security interests granted pursuant to the Ag Growth Suomi Pledge constitute first perfected security interests in the property pledged by the Ag Growth Suomi Pledge;

(d) a legal opinion in form and content satisfactory to the Lenders confirming that the Ag Growth Suomi Guarantees and the Ag Growth Suomi Pledge have been duly authorized, executed and delivered by Ag Growth Suomi; and

(e) such other opinions, confirmations and other documents as any of the Agents or the Lenders consider necessary or deem advisable.

Ag Growth International shall deliver or cause to be delivered to the Agents within thirty (30) days of the closing of the Acquisition:

(a) a pledge agreement in the form required by the Agents (the "International Pledge"), duly executed by Ag Growth International;

(b) evidence satisfactory to the Lenders that the security interests granted pursuant to the Ag Growth International Pledge constitute first perfected security interests in the property pledged by the Ag Growth International Pledge;

(c) a legal opinion in form and content satisfactory to the Lenders confirming that the Ag Growth International Pledge has been duly authorized, executed and delivered by Ag Growth International; and

(d) such other opinions, confirmations and other documents as any of the Agents or the Lenders consider necessary or deem advisable.

ARTICLE IV
AMENDMENTS

4.1 Section 1.1 - Ag Growth

The definition of "Ag Growth" in Section 1.1 of the Loan Agreement is deleted in its entirety.

4.2 Section 1.1 - Ag Growth Industries Partnership

The definition of "Ag Growth Industries Partnership" in Section 1.1 of the Loan Agreement is deleted in its entirety and replaced with the following:

> "**Ag Growth Industries Partnership**" means a general partnership of Ag Growth International and AGHI.

4.3 Section 1.1 - Change of Control

The definition of "Change of Control" in Section 1.1 of the Loan Agreement is deleted in its entirety and replaced with the following:

> **"Change of Control"** means any one of the following events: (a) the failure of Ag Growth International to own directly, beneficially and of record on a fully diluted basis, 100% of the outstanding Capital Stock of AGHI and Ag Growth Suomi free and clear of all liens (other than pursuant to a Loan Document); (b)

the failure of AGHI and Ag Growth International to own directly, beneficially and of record on a fully diluted basis, 100% of the outstanding Capital Stock of Ag Growth Industries Partnership free and clear of all liens (other than pursuant to a Loan Document); (c) the failure of Ag Growth Industries Partnership to own directly, beneficially and of record on a fully diluted basis, 100% of the Capital Stock of Westfield ND free and clear of all liens (other than pursuant to a Loan Document); (d) the failure of Westfield ND to own, directly and beneficially and of record on a fully diluted basis, 100% of the Capital Stock of Hansen, Union Iron, Applegate and Applegate Trucking free and clear of all liens (other than pursuant to a Loan Document); (e) the failure of Ag Growth Suomi to own, directly and beneficially and of record on a fully diluted basis, 100% of the Capital Stock of Mepu Oy free and clear of all liens (other than pursuant to a Loan Document); (f) a majority of the seats (other than vacant seats) on the board of directors of Ag Growth International are occupied by individuals who were neither nominated by the directors of Ag Growth International nor appointed with the approval of directors so nominated; or (g) the acquisition by any person, or group of persons acting jointly or in concert, of voting control or direction of more than 50% of the outstanding voting Capital Stock of Ag Growth International and, for greater certainty, excludes an acquisition, merger, reorganization, amalgamation, arrangement, combination or other similar transaction involving Ag Growth International if immediately after the closing of such transaction no person, or group of persons acting jointly or in concert, holds voting control or direction over more than 50% of the outstanding voting Capital Stock of Ag Growth International or the successor entity resulting from such transaction.

4.4 Section 1.1 - Guarantors

The definition of "Guarantors" in Section 1.1 of the Loan Agreement is deleted in its entirety and replaced with the following:

"**Guarantors**" means Ag Growth International, AGHI, Union Iron, Applegate, Westfield ND, Hansen, Applegate Trucking, Ag Growth Industries Partnership, Ag Growth Suomi and any other Person who becomes a Guarantor hereunder, including, without limitation, each Restricted Subsidiary formed after the date hereof and "**Guarantor**" means any one of the Guarantors.

4.5 Section 1.1 - Westfield Distributing

The definition of "Westfield Distributing" in Section 1.1 of the Loan Agreement is deleted in its entirety.

4.6 Section 1.1 - New Definitions

Section 1.1 of the Loan Agreement is amended by adding the following thereto:

"**Ag Growth Suomi**" means Ag Growth Suomi Oy and its successors and permitted assigns.

4.7 Section 6.1(a)(xviii) - Conditions Precedent to Initial Accomodation

Section 6.1(a)(xviii) of the Loan Agreement is deleted in its entirety.

4.8 Section 12.15 - Amalgamation

Section 12.15 of the Loan Agreement is deleted in its entirety.

4.9 Schedule E - Subsidiaries and Locations of Collateral

Schedule E of the Loan Agreement is deleted in its entirety and replaced with the Schedule E attached hereto.

4.10 Schedule J - Real Estate

Reference to "Ag Growth Industries Inc." in Schedule J of the Loan Agreement shall be deleted in its entirety and replaced with a reference to "Ag Growth International Inc.".

4.11 Schedule M - Pension Plans

Reference to "Ag Growth Industries Inc." in Schedule M of the Loan Agreement shall be deleted in its entirety and replaced with a reference to "Ag Growth International Inc.".

4.12 Schedule O - Security Documents

Schedule O of the Loan Agreement is deleted in its entirety and replaced with the Schedule O attached hereto.

4.13 Schedule P - Authorized and Issued Capital and Intercompany Debt

Schedule P of the Loan Agreement is deleted in its entirety and replaced with the Schedule P attached hereto.

ARTICLE V
CONDITION TO EFFECTIVENESS

This Agreement shall become effective upon receipt by each of the Agents of a copy of this Agreement executed and delivered by each of the Borrowers, each of the Guarantors and the other parties hereto.

ARTICLE VI
MISCELLANEOUS

6.1 Ratification and Confirmation of Loan Documents

Except as specifically amended by this Agreement, nothing herein shall be deemed to be a waiver of any covenant or agreement contained in the Loan Agreement or any of the Loan Documents and the Loan Agreement and all other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed by each of the parties hereto. Each of the Borrowers and the Guarantors confirms that all security delivered to or for the benefit of the Agents and/or the Lenders remains in full force and effect and secures all indebtedness, liabilities and obligations of each of the Borrowers and the Guarantors under the Loan Agreement and each of the Loan Documents, as amended by this Agreement.

6.2 Reference in Loan Documents to Loan Agreement

Each reference in the Loan Documents to the "Loan Agreement", the "Amended and Restated Loan Agreement" or any other reference to the same effect shall mean and be a reference to the Loan Agreement, as amended by this Agreement.

6.3 Counterparts

This Agreement may be executed in any number of counterparts, each of which may be delivered by facsimile transmission or by email in pdf format and shall be deemed to be an original, but all of which shall together constitute one agreement.

6.4 Loan Documents

This Agreement constitutes a Loan Document.

6.5 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Manitoba and the federal laws of Canada applicable therein.

6.6 Costs and Expenses

The Borrowers hereby agree to pay to the Agents, on demand by the Agents, at any time and as often as either of the Agents may require, whether or not all or any of the transactions contemplated by this Agreement are consummated, all fees and disbursements of each of the Agents, each of the Lenders and each of their respective legal advisors engaged by them in connection with the preparation, negotiation, execution, delivery, administration, interpretation or enforcement of this Agreement, the Loan Agreement or any other Loan Document and any agreements delivered in connection with the transactions contemplated hereby or thereby.

6.7 Further Assurances

Each of the parties hereto shall execute and deliver such additional documents and take such additional action as may be necessary or desirable to give effect to the provisions and purposes of this Agreement, all at the expense of the Borrowers.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, on the date first above written.

AG GROWTH INTERNATIONAL INC., as Borrower and Guarantor Per: ________ (Authorized Signing Officer) Rob Stenson CEO Per: ________ (Authorized Signing Officer)	HANSEN MANUFACTURING CORP., as Borrower and Guarantor Per: ________ (Authorized Signing Officer) Rob Stenson CEO Per: ________ (Authorized Signing Officer)
WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC., as Borrower and Guarantor Per: ________ (Authorized Signing Officer) Rob Stenson CEO Per: ________ (Authorized Signing Officer)	AGX HOLDINGS INC., as Guarantor Per: ________ (Authorized Signing Officer) Rob. Stenson CEO Per: ________ (Authorized Signing Officer)
AG GROWTH INDUSTRIES PARTNERSHIP, as Guarantor by its partners AGX HOLDINGS INC. Per: ________ (Authorized Signing Officer) Rob Stenson, CEO AG GROWTH INTERNATIONAL INC. Per: ________ (Authorized Signing Officer) Rob Stenson CEO	UNION IRON, INC., as Guarantor Per: ________ (Authorizing Signing Officer) Rob Stenson CEO Per: ________ (Authorized Signing Officer)
APPLEGATE LIVESTOCK EQUIPMENT, INC., as Guarantor Per: ________ (Authorizing Signing Officer) Rob Stenson, CEO Per: ________ (Authorized Signing Officer)	APPLEGATE TRUCKING, INC., as Guarantor Per: ________ (Authorizing Signing Officer) Rob Stenson, CEO Per: ________ (Authorized Signing Officer)
AG GROWTH SUOMI OY, as Guarantor Per: ________ (Authorizing Signing Officer) Per: ________ (Authorized Signing Officer)	

Steve Sommerfeld, Chairman

THE TORONTO-DOMINION BANK as Canadian Agent Per: MFreeman (Authorized Signing Officer) Michael A. Freeman Per: Vice President, Loan Syndications - Agency (Authorized Signing Officer)	TORONTO DOMINION (TEXAS) LLC as U.S. Agent Per: ____________ (Authorized Signing Officer) Per: ____________ (Authorized Signing Officer)
THE TORONTO-DOMINION BANK as a Canadian Lender and Canadian Swing Line Lender Per: ____________ (Authorized Signing Officer) Per: ____________ (Authorized Signing Officer)	THE TORONTO-DOMINION BANK by its New York Branch as the U.S. Swing Line Lender Per: ____________ (Authorized Signing Officer) Per: ____________ (Authorized Signing Officer)
CANADIAN IMPERIAL BANK OF COMMERCE as a Canadian Lender Per: ____________ (Authorized Signing Officer) Per: ____________ (Authorized Signing Officer)	CIBC INC. as a U.S. Lender Per: ____________ (Authorized Signing Officer) Per: ____________ (Authorized Signing Officer)
NATIONAL BANK OF CANADA as a Canadian Lender Per: ____________ (Authorized Signing Officer) Per: ____________ (Authorized Signing Officer)	NATIONAL BANK OF CANADA by its New York Branch as a U.S. Lender Per: ____________ (Authorized Signing Officer) Per: ____________ (Authorized Signing Officer)

THE TORONTO-DOMINION BANK as Canadian Agent Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	TORONTO DOMINION (TEXAS) LLC as U.S. Agent Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)
THE TORONTO-DOMINION BANK as a Canadian Lender and Canadian Swing Line Lender Per: Elia Cholakis Elia Cholakis, Analyst (Authorized Signing Officer) Commerical National Accounts Per: Joe Seidel (Authorized Signing Officer) Joe Seidel Associate Vice President Commercial National Accounts	THE TORONTO-DOMINION BANK by its New York Branch as the U.S. Swing Line Lender ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)
CANADIAN IMPERIAL BANK OF COMMERCE as a Canadian Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	CIBC INC. as a U.S. Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)
NATIONAL BANK OF CANADA as a Canadian Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	NATIONAL BANK OF CANADA by its New York Branch as a U.S. Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)

THE TORONTO-DOMINION BANK as Canadian Agent Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)	TORONTO DOMINION (TEXAS) LLC as U.S. Agent Per: ______________________ (Authorized Signing Officer) Victor J. Huebner Authorized Signing Officer Per: ______________________ (Authorized Signing Officer)
THE TORONTO-DOMINION BANK as a Canadian Lender and Canadian Swing Line Lender Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)	THE TORONTO-DOMINION BANK by its New York Branch as the U.S. Swing Line Lender Per: ______________________ (Authorized Signing Officer) Victor J. Huebner Authorized Signing Officer Per: ______________________ (Authorized Signing Officer)
CANADIAN IMPERIAL BANK OF COMMERCE as a Canadian Lender Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)	CIBC INC. as a U.S. Lender Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)
NATIONAL BANK OF CANADA as a Canadian Lender Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)	NATIONAL BANK OF CANADA by its New York Branch as a U.S. Lender Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)

THE TORONTO-DOMINION BANK as Canadian Agent Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	TORONTO DOMINION (TEXAS) LLC as U.S. Agent Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)
THE TORONTO-DOMINION BANK as a Canadian Lender and Canadian Swing Line Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	THE TORONTO-DOMINION BANK by its New York Branch as the U.S. Swing Line Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)
CANADIAN IMPERIAL BANK OF COMMERCE as a Canadian Lender Per: ____________________ (Authorized Signing Officer) Kevin Augusta Assistant General Manager Per: ____________________ (Authorized Signing Officer)	CIBC INC. as a U.S. Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)
NATIONAL BANK OF CANADA as a Canadian Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	NATIONAL BANK OF CANADA by its New York Branch as a U.S. Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)

THE TORONTO-DOMINION BANK as Canadian Agent Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	TORONTO DOMINION (TEXAS) LLC as U.S. Agent Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)
THE TORONTO-DOMINION BANK as a Canadian Lender and Canadian Swing Line Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	THE TORONTO-DOMINION BANK by its New York Branch as the U.S. Swing Line Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)
CANADIAN IMPERIAL BANK OF COMMERCE as a Canadian Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	CIBC INC. as a U.S. Lender Per: ____________________ (Authorized Signing Officer)
NATIONAL BANK OF CANADA as a Canadian Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	NATIONAL BANK OF CANADA by its New York Branch as a U.S. Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)

THE TORONTO-DOMINION BANK as Canadian Agent Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	TORONTO DOMINION (TEXAS) LLC as U.S. Agent Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)
THE TORONTO-DOMINION BANK as a Canadian Lender and Canadian Swing Line Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	THE TORONTO-DOMINION BANK by its New York Branch as the U.S. Swing Line Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)
CANADIAN IMPERIAL BANK OF COMMERCE as a Canadian Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)	CIBC INC. as a U.S. Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)
NATIONAL BANK OF CANADA as a Canadian Lender Per: ____________________ Greg Georgiou, Manager Per: ____________________ Linda Smart, Senior Manager	NATIONAL BANK OF CANADA by its New York Branch as a U.S. Lender Per: ____________________ (Authorized Signing Officer) Per: ____________________ (Authorized Signing Officer)

THE TORONTO-DOMINION BANK as Canadian Agent Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)	TORONTO DOMINION (TEXAS) LLC as U.S. Agent Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)
THE TORONTO-DOMINION BANK as a Canadian Lender and Canadian Swing Line Lender Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)	THE TORONTO-DOMINION BANK by its New York Branch as the U.S. Swing Line Lender Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)
CANADIAN IMPERIAL BANK OF COMMERCE as a Canadian Lender Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)	CIBC INC. as a U.S. Lender Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)
NATIONAL BANK OF CANADA as a Canadian Lender Per: ______________________ (Authorized Signing Officer) Per: ______________________ (Authorized Signing Officer)	NATIONAL BANK OF CANADA by its New York Branch as a U.S. Lender Per: ______________________ Vincent Lima – Vice President Per: ______________________ Errol Jean - AVP

TORONTO DOMINION (NEW YORK) LLC as a U.S. Lender Per: : ______________________ (Authorized Signing Officer) Victor J. Huebner Per: : Authorized Signing Officer (Authorized Signing Officer)	

SCHEDULE E

SUBSIDIARIES AND LOCATIONS OF COLLATERAL

See attached schematic chart and see below.

Addresses at which each Ag Growth Party carries on business and at which any of the Collateral is located:

Ag Growth Industries Partnership
Box 39, Rosenort, Manitoba, R0G 1W0 (owned)
1301 Kenaston Blvd., Winnipeg, Manitoba, R3P 2P2 (leased)
#2, 635 56th Street East, Saskatoon, Saskatchewan, S7K 7H7 (leased)
3102-5th Avenue North, Lethbridge, Alberta, T1J 4K3 (Edwards Group) (owned)
215 Baron's Street, Nobleford, Alberta, T0L 1S0 (Edwards Group) (owned)
3455 Idylwyld Drive North, Saskatoon, Saskatchewan, S7L 6B5 (Wheatheart Manufacturing) (owned)
3151 Dot-Mar Road, Springfield, Illinois 62703 (Westfield) (leased)
57006 241st Street, Ames, Iowa 50010 (Westfield) (leased)
3 Winfield Way, Winnipeg, Manitoba, R2R 1V8 (leased)
Box 39, Rosenort, Manitoba, R0G 1W0 (Westfield Industries) (owned)
2165 North Service Road West, Swift Current, Saskatchewan, S9H 5K9 (Batco Manufacturing) (owned)

Hansen Manufacturing Corp.
5100 W. 12th Street, Sioux Falls, South Dakota 57107 (owned)
5072 W. 12th Street, Sioux Falls, South Dakota 57107 (owned)

Westfield Distributing (North Dakota) Inc.
200-8th Street West, West Fargo, North Dakota, 58078 (owned)

Union Iron, Inc.
601 South 27th Street, Decatur, Illinois, 62521-4190 (owned)
627 West Southside Drive, Decatur, Illinois, 62521 (leased)
902 S. State Road 32, Union City, Indiana, 47390 (owned)

Applegate Livestock Equipment, Inc. and *Applegate Trucking, Inc.*
201 Owens Street, Saratoga, Indiana (leased)
1505 N. Elm Street, Jefferson, Iowa (owned)

Ag Growth International Inc.
1301 Kenaston Blvd., Winnipeg, Manitoba, R3P 2P2 (leased)

Ag Growth Suomi Oy
Mynamaentie 59, FIN-21900 Ylane, Finland (owned)
Vanha Turuntie 21D, FIN-27320 Ihode, Finland (owned)

Stocking Point Locations

South 2119 Timothy Lane, Baraboo, WI 53913
702 East 1st Street, Concordia, MO 64020

57046 241st Street, Ames, IA 50010
624 Southside Drive, Le Sueur, MN 56058-9780
Box 38, 1121 East Main, Mandan, ND 58554
Box 90, Linden, AB T0M 1J0
HWY 14 West, RT 2, Box 95, McLeansboro, IL 62859
1616 East Outer Road North, Scott City, MO 63780
Box 1158 Aberdeen, SD 57402-1158
5532 HWY 61, Hannibal, MO 63401
2800 West Havens St., Mitchell, SD 57301
HC 64, N. HWY 14 & 45, Miller, SD 57362-9549
6240 Streeter Road, Cedar Falls, IA 50613
PO Box 267, HWY #1 South, Colt, AR 72326
PO Box 277, 2911 S C.R. 750 West, Russiaville, IN 46979
PO Box 1024, Oskaloosa, IA 52577
PO Box 1738, Moosomin, SK S0G 3N0
Box 229, Thorsby, AB T0C 2P0
9673 East Street, Route 162, Republic, OH 44867
9611 Post Road, Wash. Court House 43160-9340
PO Box 2363, Warman, SK S0K 4S0
1451 Industrial Park Road, Minonk, IL 61760
424996 Substation Rd. R.R. #2, Burgessville, ON N0J 1C0
Great Falls, MT 59405
12078 North Ragsdale Road, Pampa, TX 79065
7 Route A, (SO HWY 97 & A HWY), Lockwood, MO 65682
Moscow Mills, MO 63362
1033 OLD HWY 36 East, Clarence, MO 63437
53528 RGRD 271, Spruce Grove, AB T7X 3M5
Box 214, 431 Gospert St., Moree, NSW 2400
1400 West Elm Ave., Box 70, Pocahontas, IA 50574
PO Box 10, 74235 Richland Road, Massena, IA 50853

Directors and Senior Officers of Ag Growth International Inc.:

Directors
Gary Anderson
John Robert Brodie
William Allen Lambert
William Stephen Maslechko
Robert Stenson
David Allan White

Officers
President and Treasurer

Chairman

Chief Executive Officer

Steve Sommerfeld, Secretary

Directors and Senior Officers of HMC:

Directors
Gary Anderson
Robert Stenson
Steve Sommerfeld
John Nelson

Officers
President, Secretary and Treasurer
Paul Franzmann, Vice President

Director and Senior Officers of Westfield ND:

Director
Robert Stenson

Officers
Chief Executive Officer
Gary Anderson, President, Vice-President, Treasurer and Secretary

SCHEDULE O

SECURITY DOCUMENTS AND GUARANTEES

SECURITY DOCUMENTS

General Security Agreements

General Security Agreements granted by each of the following:

(a) AGX Holdings Inc. ("AGX"), amended and restated as of October 29, 2009;

(b) Ag Growth International, amended and restated as of October 29, 2009;

(c) Ag Growth Industries Partnership ("AGIP"), dated October 29, 2009;

(d) Hansen Manufacturing Corp. ("HMC"), amended and restated as of November 20, 2007;** ∞

(e) Westfield Distributing (North Dakota) Inc. ("NDCo"), amended and restated as of November 20, 2007;** ∞

(f) Union Iron, Inc. ("Union"), dated November 20, 2007;** ∞

(g) Applegate Livestock Equipment, Inc. ("Applegate"), dated April 23, 2008; and ** ∞

(h) Applegate Trucking, Inc. ("ATI"), dated October 29, 2009. ∞

Pledge Agreements granted by each of the following:

(a) AGX, amended and restated as of October 29, 2009;

(b) NDCo, amended and restated as of October 29, 2009; ∞

(c) AGIP, as of October 29, 2009;

(d) Ag Growth International, as of December 30, 2009;

(e) Ag Growth Suomi Oy, dated May ___, 2010; and

(f) Ag Growth International, dated May ___, 2010.

Intellectual Property Security

(a) Second Amended and Restated Trademark Security Agreement given by HMC, dated October 29, 2009; ∞

(b) Second Amended and Restated Patent Security Agreement given by HMC dated October 29, 2009; ∞

(c) Intellectual Property Security Notice given by AGIP dated December 30, 2009; and

(d) Amended and Restated Trademark Security Agreement given by Applegate dated October 29, 2009. ∞

Real Property

(a) Mortgage no. 2969272 registered in the Winnipeg Land Titles as amended by a Memorandum of Agreement to Amend Mortgage dated October 20, 2009;

(b) Mortgage no. 051 209 018 registered in the South Alberta Land Titles Office, as amended by a Mortgage Amending Agreement dated October 27, 2009;

(c) Mortgage no. 108762150 registered in the Land Registry System for the Province of Saskatchewan, as amended by a Mortgage Amending Agreement dated October 28, 2009;

(d) Mortgage no. 108761609 registered in the Land Registry System for the Province of Saskatchewan, as amended by a Mortgage Amending Agreement dated October 28, 2009;

(e) Mortgage no. 108761553 registered in the Land Registry System for the Province of Saskatchewan, as amended by a Mortgage Amending Agreement dated October 28, 2009;

(f) Mortgage – Short Term Mortgage Redemption and Security Agreement and Fixture Financing Statement dated as of April 30, 2004 from NDCo to the Collateral Agent recorded with the Recorder's Office of Cass County, North Dakota as Document No. 1102147, as amended by a Mortgage Modification Agreement dated as of July 11, 2007 , and further amended by an Amendment to Mortgage – Short Term Mortgage Redemption and Security Agreement and Fixture Financing Statement and Assignment of Leases and Rents dated as of October 29, 2009; ∞

(g) Assignment of Leases and Rents dated as of April 30, 2004 from NDCo to the Collateral Agent recorded with the Cass County, North Dakota Recorder's Office as document no. 1102148, as amended by Mortgage Modification Agreement signed by NDCo dated October 29, 2009; ∞

(h) Collateral Assignment of Lease given by Union dated February 19, 2008 filed with the Recorder of Deeds in Macon County, Illinois as document no. 1747488, as amended by an Amendment to Collateral Assignment of Real Estate Lease dated October 29, 2009; ∞

(i) Mortgage, Fixture Filing and Assignment of Rents and Leases signed by NDCo dated May 26, 2008, filed with the Randolph County Recorder, Indiana and registered as Document No. I 20082234, as amended by a Mortgage Modification Agreement dated October 29, 2009; ∞ and

(j) Mortgage, Fixture Financing Statement and Assignment of Rents and Leases signed by HMC dated May 26, 2008, filed with the Minnehaha County, South Dakota Registrar of Deeds in Book 1599 of Mtgs on page 305, as amended by a Mortgage Modification Agreement dated October 29, 2009. ∞

Deposit Account Control Agreements:

(a) Deposit Account Control Agreement among the Collateral Agent, NDCo, and State Bank and Trust, dated October 29, 2009; ∞

(b) Deposit Account Control Agreement among the Collateral Agent, HMC, and CorTrust Bank, dated October 29, 2009; ∞

(c) Deposit Account Control Agreement among the Collateral Agent, Applegate, and First Merchants Bank, dated October 29, 2009; ∞ and

(d) Deposit Account Control Agreement among the Collateral Agent, Union, and Busey Bank, dated October 29, 2009. ∞

GUARANTEES

(a) Guarantees of the obligations of Ag Growth International granted by each of the following:

(i) AGX, dated December 30, 2009;

(ii) AGIP, dated December 30, 2009;

(iii) HMC, dated December 30, 2009;

(iv) NDCo, dated December 30, 2009;

(v) Union, dated December 30, 2009;

(vi) Applegate, dated December 30, 2009; and

(vii) ATI, dated December 30, 2009. ∞

(b) Guarantees of the obligations of HMC granted by each of the following:

(i) AGX, dated December 28, 2006;* †

(ii) NDCo, amended and restated as of November 20, 2007; ***∞

(iii) Union, dated November 20, 2007; ***∞

(iv) Applegate, dated as of April 23, 2008; ***∞

(v) International, dated as of June 3, 2009; †

(vi) AGIP, dated as of October 29, 2009;

(vii) ATI, dated as of October 29, 2009. ∞

(c) Guarantees of the obligations of NDCo granted by each of the following:

(i) AGX, dated November 20, 2007; †

(ii) HMC, dated November 20, 2007; ***∞

(iii) Union, dated November 20, 2007; ***∞

(iv) Applegate, dated as of April 23, 2008; ***∞

(v) International, dated as of June 3, 2009; †

(vi) AGIP, dated as of October 29, 2009;

(vii) ATI, dated as of October 29, 2009. ∞

(d) Guarantee of the obligations of each of Ag Growth International, HMC and NDCo granted by Ag Growth Suomi dated May ___, 2010.

* As amended by an Amended and Restated Security and Guarantee Amending Agreement dated November 20, 2007.

** As amended by an Omnibus Amended and Restated Security Agreement dated October 29, 2009.

*** As amended by an Amended and Restated Guaranty dated October 29, 2009.

∞ As affected by a Confirmation, Reaffirmation and Ratification Agreement dated December 30, 2009.

† As amended by an Omnibus Guarantee Amending Agreement dated October 29, 2009

SCHEDULE P

**AUTHORIZED AND ISSUED CAPITAL
OFFICERS & DIRECTORS
AND INTERCOMPANY DEBT
AS AT APRIL 29, 2010**

Canadian Entities

AGX HOLDINGS INC. (a Canadian CBCA company)

unlimited common voting shares- 69 issued to Ag Growth International Inc.

AG GROWTH INDUSTRIES PARTNERSHIP

Class A units -	5,595,539 issued to Ag Growth International Inc.
	66 issued to AGX Holdings Inc.
Class B units -	9,329,660 issued to Ag Growth International Inc.

AG GROWTH INTERNATIONAL INC. (a Canadian CBCA corporation)

Unlimited shares- 13,151,373 common voting shares issued to CDS & Co

U.S. Entities

WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC. (a North Dakota corporation)

Authorized:	55,000 common voting; 600,000 preferred non-voting
Issued:	52,500 common voting to Ag Growth Industries Partnership;
	460,000 preferred non-voting issued to Ag Growth Industries Partnership

HANSEN MANUFACTURING CORP. (a South Dakota corporation)

Authorized:	100,000 common voting shares
Issued:	22,000 to Westfield Distributing (North Dakota) Inc.

UNION IRON, INC. (an Illinois corporation)

Authorized:	600 common voting shares
Issued:	600 common shares to Westfield Distributing (North Dakota) Inc.

APPLEGATE LIVESTOCK EQUIPMENT, INC. (an Indiana corporation)

Authorized:	100,000 common voting shares
Issued:	100 common shares to Westfield Distributing (North Dakota) Inc.

APPLEGATE TRUCKING, INC. (an Indiana corporation)

Authorized:	1,000 common voting shares
Issued:	100 common shares to Westfield Distributing (North Dakota) Inc.

Finnish Entities

AG GROWTH SUOMI OY (a Finnish limited liability company)

1,000 shares- 1,000 shares issued to Ag Growth International Inc.

There are no affiliates other than the subsidiaries of Ag Growth International Inc. noted herein and Mepu Oy, a Finnish limited liability company wholly-owned by Ag Growth Suomi Oy.

DEBT

Ag Growth Industries Partnership owes $6,946,530 to Ag Growth International Inc.

Hansen Manufacturing Corp. owes a total of $2.75 million US to Ag Growth Industries Partnership