THIRD SUPPLEMENTAL INDENTURE

This Third Supplemental Indenture is entered into as of the 15th day of April, 2015.

BETWEEN:

AG GROWTH INTERNATIONAL INC., a corporation incorporated under the laws of Canada (hereinafter called "**Ag Growth**" or the "**Corporation**")

AND

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company incorporated under the laws of Canada (hereinafter called the "**Debenture Trustee**")

WHEREAS Ag Growth and the Debenture Trustee entered into an indenture (the "**Original Indenture**") dated October 27, 2009 to provide for the creation and issuance of a first series of debentures designated as 7.0% Convertible Unsecured Subordinated Debentures;

AND WHEREAS Ag Growth and the Debenture Trustee entered into a first supplemental indenture (the "**First Supplemental Indenture**") on December 17, 2013 pursuant to which, among other things, the Corporation issued a second series of debentures designated as 5.25% Convertible Unsecured Subordinated Debentures;

AND WHEREAS Ag Growth and the Debenture Trustee entered into a second supplemental indenture (the "**Second Supplemental Indenture**" and together with the Original Indenture and the First Supplemental Indenture, the "**Principal Indenture**") on December 1, 2014 pursuant to which, among other things, the Corporation issued a third series of debentures designated as 5.25% Extendible Convertible Unsecured Subordinated Debentures (the "**2014 Debentures**"), which 2014 Debentures have an initial maturity date of April 30, 2015;

AND WHEREAS the holders of the 2014 Debentures have passed an extraordinary resolution in accordance with the Principal Indenture approving an extension of the initial maturity date of the 2014 Debentures from April 30, 2015 to June 29, 2015 and authorizing and directing Ag Growth and the Debenture Trustee to execute and deliver a supplemental indenture to give effect to such extension;

AND WHEREAS all necessary acts and proceedings have been done and taken and all necessary resolutions have been passed to authorize the execution and delivery of this Third Supplemental Indenture, and to make the same effective and binding upon the Corporation;

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Corporation and not by the Debenture Trustee;

NOW THEREFORE it is hereby covenanted, agreed and declared as follows:

ARTICLE 1
DEFINITIONS AND AMENDMENTS TO INDENTURE

1.1 Amendments to Principal Indenture

(a) This Third Supplemental Indenture is supplemental to the Principal Indenture and both shall hereafter be read together and shall have effect, so far as practicable, with respect to the 2014 Debentures as if all the provisions of the Principal Indenture and this Third Supplemental Indenture were contained in one instrument. The Principal Indenture shall remain in full force and effect with regards to all matters governing the 2014 Debentures except as the Principal Indenture (or any part thereof) is amended, superceded, modified or supplemented by this Third Supplemental Indenture. In the event of any inconsistency between the provisions of this Third Supplemental Indenture and the Principal Indenture (or any part thereof) in relation to the 2014 Debentures, the provisions of this Third Supplemental Indenture shall prevail. Any references in the text of this Third Supplemental Indenture to section, article or paragraph numbers refer to the Principal Indenture unless otherwise qualified.

(b) The definition of "Initial Maturity Date" in the Principal Indenture is hereby deleted in its entirety and replaced with the following:

""**Initial Maturity Date**" means June 29, 2015;".

ARTICLE 2
ADDITIONAL MATTERS

2.1 Confirmation of Indenture

The Principal Indenture, as amended and supplemented by this Third Supplemental Indenture, is in all respects confirmed.

2.2 Acceptance of Trusts

The Debenture Trustee hereby accepts the trusts in this Third Supplemental Indenture declared and provided for and agrees to perform the same upon the terms and conditions and subject to the provisions set forth in the Principal Indenture.

2.3 Governing Law

This Third Supplemental Indenture shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.

2.4 Further Assurances

The parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Third Supplemental Indenture, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Third Supplemental Indenture and carry out its provisions.

2.5 Counterparts

This Third Supplemental Indenture may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed these presents under their respective corporate seals and the hands of their proper officers in that behalf.

AG GROWTH INTERNATIONAL INC.

Per: *signed "Gary Anderson"*
Gary Anderson
Chief Executive Officer

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: *signed "Judith Sebald"*
Judith Sebald
Corporate Trust Officer

Per: *signed "Danny Snider"*
Danny Snider
Corporate Trust Officer

[Signature page to Third Supplemental Indenture]