



NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

and

INFORMATION CIRCULAR – PROXY STATEMENT

WITH RESPECT TO THE

**ANNUAL GENERAL AND SPECIAL MEETING OF
SHAREHOLDERS**

TO BE HELD MAY 26, 2016



AGJUNCTION INC.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE is hereby given that an annual general and special meeting (the "**Meeting**") of the holders of common shares ("**Common Shares**") in the capital of AgJunction Inc. (the "**Corporation**" or "**AgJunction**") will be held at the offices of AgJunction at 46610 Landing Parkway, Fremont, California, USA on May 26, 2016 at 8:00 a.m. (Pacific time) for the following purposes:

1. to place before shareholders the financial statements of the Corporation, together with the report of the auditors thereon, for the year ended December 31, 2015;
2. to fix the number of directors to be elected at the Meeting at seven (7);
3. to elect seven (7) directors for the ensuing year;
4. to consider, and if thought advisable, to pass, an ordinary resolution amending and restating the Shareholder Protection Rights Plan Agreement of the Corporation, as more particularly described under "*Matters to be Considered at the Meeting – Approval of Amended and Restated Shareholder Rights Plan Agreement*" in the management information circular – proxy statement of the Corporation dated April 18, 2016 (the "**Information Circular**");
5. to appoint RSM US, LLP (formerly, McGladrey, LLP) as auditors for the ensuing year and to authorize the Board of Directors to fix their remuneration as such;
6. to consider, and if thought advisable, to pass, an ordinary resolution approving the Advance Notice By-Law of the Corporation relating to the advance notice of nominations of directors, as more particularly described under "*Matters to be Considered at the Meeting – Approval of Advance Notice By-law*" in the Information Circular; and
7. to transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

The specific details of the matters proposed to be put before the Meeting are set forth in the Information Circular accompanying and forming part of this Notice of Annual General and Special Meeting.

The Board of Directors of the Corporation have fixed a record date for the purpose of determining the shareholders entitled to receive notice of and vote at the Meeting. Each person who is a holder of Common Shares of record at the close of business on April 14, 2016 (the "**Record Date**") will be entitled to notice of, and to attend and vote at, the Meeting except, to the extent that such a shareholder transfers the ownership of any of his or her Common Shares after the Record Date and the transferee of those Common Shares establishes that he or she owns such Common Shares and demands, not later than ten days (10) before the Meeting, that his or her name be included in the list of shareholders entitled to vote at the Meeting, such transferee will be entitled to vote such Common Shares at the Meeting.

A registered shareholder may attend the Meeting in person or may be represented by proxy. Shareholders who are unable to attend the Meeting or any adjournment or postponement thereof in person are requested to date, sign and return the enclosed Instrument of Proxy for use at the Meeting or any adjournment or postponement thereof. To be valid, completed Instruments of Proxy must be dated, completed, signed and deposited with AgJunction's transfer agent, Computershare Trust Company of Canada: (a) by mail, using the enclosed return envelope or one addressed to Computershare Trust Company of Canada, Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1; (b) by hand delivery to Computershare Trust Company of Canada, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1; or (c) by telephone to 1-866-732-8683 for North American callers or to 1-312-588-4290 for callers outside North America. You may also vote through the internet and if you do vote through the internet, you may also appoint another person to

be your proxyholder. Please go to www.investorvote.com and follow the instructions. You will require your 15-digit control number found on your proxy form.

Your Instrument of Proxy or voting instructions must be received in each case no later than 8:00 a.m. (Pacific time) on May 24, 2016 or, if the Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and holidays) before the beginning of any adjourned or postponed meeting. If you are unable to attend the Meeting, we encourage you to complete the enclosed Instrument of Proxy as soon as possible. If a Shareholder receives more than one Instrument of Proxy because such holder owns Common Shares registered in different names or addresses, each Instrument of Proxy should be completed and returned.

The instrument appointing a proxy shall be in writing and shall be executed by the shareholder or the shareholder's attorney authorized in writing or, if the shareholder is a corporation, under its corporate seal by an officer or attorney thereof duly authorized. **The persons named in the enclosed Instrument of Proxy are officers and/or directors of the Corporation. Each shareholder has the right to appoint a person or persons, who need not be shareholders of the Corporation, other than the persons designated in the Instrument of Proxy furnished by the Corporation, to attend and act on such shareholder's behalf at the Meeting. To exercise such right, the names of management's nominees may be crossed out and the name(s) of the shareholder's nominee(s) legibly printed in the blank space provided.**

A proxyholder has discretion under the enclosed Instrument of Proxy in respect of amendments or variations to matters identified in this Notice of Annual General and Special Meeting and with respect to other matters which may properly come before the Meeting, or any adjournment or postponement thereof. As of the date hereof, management of AgJunction knows of no amendments, variations or other matters to come before the Meeting other than the matters set forth in this Notice of Annual General and Special Meeting. Shareholders who are planning on returning the Instrument of Proxy are encouraged to review the Information Circular carefully before submitting the Instrument of Proxy.

It is the intention of the persons named in the enclosed Instrument of Proxy, if not expressly directed to the contrary in such Instrument of Proxy, to vote in favour of each of the matters to be considered at the Meeting.

DATED at Calgary, Alberta, this 18th day of April, 2016.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "*Jonathan W. Ladd*"
Jonathan W. Ladd
Chairman of the Board

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GLOSSARY OF TERMS

The following is a glossary of certain terms used in this Information Circular.

"**Award Plan**" means the restricted award plan of the Corporation, as amended;

"**Board**" or "**Board of Directors**" means the board of directors of AgJunction as presently constituted;

"**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday when banks are generally open for the transaction of banking business;

"**Common Shares**" means the common shares of AgJunction, as presently constituted;

"**Corporation**" or "**AgJunction**" means AgJunction Inc., a corporation incorporated pursuant to the laws of the Province of Alberta;

"**Director**" means a director of the Corporation;

"**Incentive Award**" means a restricted award granted to a participant under the Award Plan;

"**Information Circular**" means this information circular – proxy statement dated April 18, 2016 in respect of the Meeting;

"**Meeting**" means the Annual General and Special Meeting of the shareholders of AgJunction to be held on May 26, 2016 and any adjournments or postponements thereof;

"**Merger**" means the plan of merger under the laws of the State of California among AgJunction, Novariant and AgJunction MergeCo, Inc., an indirect wholly-owned subsidiary of AgJunction, which was completed on October 15, 2015;

"**MRP Participant Agreements**" means restricted share agreements entered into in connection with the Merger with participants under a former management retention plan of Novariant;

"**MRP Share**" means a Common Share issued pursuant to a MRP Participant Agreement;

"**Notice**" means the Notice of Annual General and Special Meeting of Shareholders accompanying this Information Circular;

"**Novariant**" means Novariant, Inc., an indirect wholly owned subsidiary of AgJunction existing under the laws of the State of California;

"**Option**" means an option to purchase Common Shares issued pursuant to the Share Option Plan;

"**Record Date**" means the record date for the Meeting, being April 14, 2016;

"**Restricted Share**" means a Common Share granted to a participant under the Restricted Share Plan;

"**Restricted Share Plan**" means the restricted share plan of the Corporation;

"**Rights Plan**" means the shareholder rights plan agreement dated March 19, 2010 between AgJunction and Computershare Trust Company of Canada;

"**Share Option Plan**" means the share option plan of the Corporation, as amended; and

"**TSX**" means the Toronto Stock Exchange.

Unless otherwise specified, amounts reported in this Information Circular are in United States dollars as this is the reporting currency used in our consolidated financial statements.

AGJUNCTION INC.**INFORMATION CIRCULAR - PROXY STATEMENT
dated April 18, 2016****Annual General and Special Meeting of Shareholders
to be held on May 26, 2016****PART I - INTRODUCTION**

This Information Circular - Proxy Statement is furnished in connection with the solicitation of proxies by the management of AgJunction Inc. (the "Corporation" or "AgJunction") for use at the Annual General and Special Meeting of Shareholders of the Corporation (the "Meeting") to be held at the offices of AgJunction at 46610 Landing Parkway, Fremont, California, USA on May 26, 2016 at 8:00 a.m. (Pacific time) and at any adjournment or postponement thereof, and on every ballot that may take place in consequence thereof, for the purposes set forth in the Notice.

Unless otherwise stated, the information contained in this Information Circular is given as at April 18, 2016.

No person has been authorized by AgJunction to give any information or make any representations in connection with the matters herein described other than those contained in this Information Circular and, if given or made, any such information or representation must not be relied upon as having been authorized by AgJunction.

PART II - GENERAL PROXY INFORMATION**Solicitation of Proxies**

The Board of Directors has fixed the record date for the Meeting at the close of business on April 14, 2016 (the "**Record Date**"). Only holders of Common Shares of record as at that date are entitled to notice of the Meeting. Shareholders of record will be entitled to vote those Common Shares included in the list of shareholders entitled to vote at the Meeting prepared as at the Record Date, unless any such shareholder transfers Common Shares after the Record Date and the transferee of those Common Shares, having produced properly endorsed certificates evidencing such Common Shares or having otherwise established that he or she owns such Common Shares, demands, not later than ten (10) days before the Meeting, that the transferee's name be included in the list of shareholders entitled to vote at the Meeting, in which case such transferee shall be entitled to vote such Common Shares at the Meeting.

The information set forth below generally applies to registered holders of Common Shares (i.e., if your Common Shares are registered in your name). If you are a Beneficial Holder of Common Shares (i.e. if your Common Shares are held through a broker, financial institution or other nominee), please see "*Advice to Beneficial Holders of Securities*" in this Information Circular.

Appointment of Proxies

A registered shareholder may attend the Meeting in person or may be represented by proxy. Shareholders who are unable to attend the Meeting or any adjournment or postponement thereof in person are requested to date, sign and return the enclosed Instrument of Proxy for use at the Meeting or any adjournment or postponement thereof. To be valid, completed Instruments of Proxy must be completed, dated, signed and deposited with AgJunction's transfer agent, Computershare Trust Company of Canada: (a) by mail, using the enclosed return envelope or one addressed to Computershare Trust Company of Canada, Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1; (b) by hand delivery to Computershare Trust Company of Canada, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1; (c) by telephone to 1-866-732-8683 for North American callers or to 1-312-588-4290 for callers outside North America; or (iv) through the internet at www.investorvote.com, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the holding of the Meeting or any adjournment or postponement thereof. If you vote through the internet you will require your 15-digit control number found on the enclosed Instrument of Proxy.

The instrument appointing a proxy shall be in writing and must be executed by the shareholder or his or her attorney authorized in writing or, if the shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized. Persons signing as executors, administrators, trustees, etc. should so indicate and give their full title as such.

The persons named in the enclosed Instrument of Proxy are officers and/or Directors of the Corporation. Each shareholder has the right to appoint a person or persons, who need not be shareholders of the Corporation, other than the persons designated in the Instrument of Proxy furnished by the Corporation, to attend and act on such shareholder's behalf at the Meeting. To exercise such right, the names of management's nominees may be crossed out and the name(s) of the shareholder's nominee(s) legibly printed in the blank space provided, or another appropriate instrument of proxy may be submitted.

Revocability of Proxy

In addition to revocation in any other manner permitted by law, a shareholder may revoke a proxy: (a) by instrument in writing executed by the shareholder or such shareholder's attorney authorized in writing or if the shareholder is a corporation, under its corporate seal or by an officer or attorney thereof, duly authorized, and deposited either with Computershare Trust Company of Canada, acting as scrutineer, at the office of Computershare Trust Company of Canada designated in the Notice and this Information Circular not later than 5:00 p.m. (Calgary time) on the Business Day preceding the day of the Meeting (or any adjournment or postponement thereof) or with the Chairman on the day of the Meeting (or any adjournment or postponement thereof); or (b) by a duly executed and deposited proxy bearing a later date or time than the date or time of the proxy being revoked.

It should be noted that the participation in person by a shareholder in a vote by ballot at the Meeting will automatically revoke any proxy which has been previously given by the shareholder in respect of business covered by that vote.

Persons Making the Solicitation

This solicitation is made on behalf of the management of the Corporation. The costs incurred in the preparation and mailing of the Instrument of Proxy, the Notice and this Information Circular will be borne by the Corporation. In addition to the use of mail, Instruments of Proxy may be solicited by personal interviews, telephone or other means of communication by directors, officers and employees of the Corporation, none of whom will be specifically remunerated therefor.

Exercise of Discretion

Common Shares represented by a duly completed and properly signed Instrument of Proxy will be voted in accordance with the instructions specified therein. **Where no choice is specified, such Common Shares will be voted in favour of the matters described in the Notice. The persons appointed under the Instrument of Proxy furnished by the Corporation are conferred discretionary authority with respect to amendments or variations of those matters specified in the Instrument of Proxy and with respect to any other matters which may properly be brought before the Meeting or any adjournment or postponement thereof. As of the date hereof, management of AgJunction knows of no amendments, variations or other matters to come before the Meeting; however, if any other matter properly comes before the Meeting, the enclosed Instrument of Proxy will be voted on such matter in accordance with the best judgment of the person(s) voting the proxies.**

Advice to Beneficial Holders of Securities

The information set forth in this section is of significant importance to many shareholders of AgJunction, as a substantial number of the shareholders of AgJunction do not hold Common Shares in their own name but instead hold their Common Shares through brokers, financial institutions or other nominees. Shareholders who do not hold their Common Shares in their own name (referred to in this Information Circular as "**Beneficial Shareholders**") should note that only Instruments of Proxy deposited by shareholders whose names appear on the applicable registrar and transfer agent as the registered holders of Common Shares can be recognized and acted upon at the Meeting. If

Common Shares are listed in an account statement provided to a shareholder by a broker, then, in almost all cases those Common Shares will not be registered in the shareholder's name on the records of AgJunction. Such Common Shares will more likely be registered under the name of the shareholder's broker or an agent of the broker. In Canada, the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms). Common Shares held by brokers or their nominees can only be voted (for, withheld or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, brokers/nominees are prohibited from voting Common Shares for their clients. **Beneficial Shareholders should therefore ensure that instructions regarding the voting of their Common Shares are properly communicated to the appropriate person or that the Common Shares are duly registered in their name well in advance of the Meeting.**

The Directors and officers of AgJunction do not know for whose benefit the Common Shares registered in the name of CDS & Co. are held.

Applicable regulatory policies require intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of the Meeting. Every intermediary/broker has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. Often, the form of proxy supplied to a Beneficial Shareholder by its broker is identical to the form of proxy provided to registered shareholders. However, its purpose is limited to instructing the registered shareholders on how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically mails a scannable Voting Instruction Form in lieu of the form of proxy. The Beneficial Shareholder is requested to complete and return the Voting Instruction Form by mail or facsimile. Alternatively, the Beneficial Shareholder can call a toll-free telephone number or access the internet to vote the Common Shares held by the Beneficial Shareholder. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. **A Beneficial Shareholder receiving a form of proxy or Voting Instruction Form from their broker or other intermediary (or an agent or nominee of such broker or other intermediary) cannot use that form to vote Common Shares directly at the Meeting. Voting instructions must be communicated to the broker, intermediary, agent or nominee (in accordance with the instructions provided by it or on its behalf) well in advance of the Meeting in order to have the Common Shares to which such instructions relate voted at the Meeting.**

If you are a Beneficial Holder and wish to vote in person at the Meeting, please contact your broker or agent well in advance of the Meeting to determine how you can do so.

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of the shareholder's broker or other intermediary, a Beneficial Shareholder may attend at the Meeting as a proxyholder and vote their Common Shares in that capacity. If a Beneficial Shareholder wishes to attend the Meeting and vote their Common Shares, it must do so as proxyholder for the registered holder of the Common Shares. To do this, a Beneficial Shareholder should enter his or her name in the blank space on the applicable form of proxy or voting instruction form provided to him or her and return the document to his or her broker or other intermediary (or the agent of such broker or other intermediary) in accordance with the instructions provided by such broker, intermediary or agent well in advance of the Meeting.

The Corporation is not using "notice-and-access" to send its proxy-related materials to shareholders, and paper copies of such materials will be sent to all shareholders. The Corporation will be sending proxy-related materials directly to non-objecting Beneficial Shareholders and the Corporation intends to pay for the costs of an intermediary to deliver to objecting Beneficial Shareholders the proxy-related materials.

These securityholder materials are being sent to both registered and non-registered owners of Common Shares. If you are a non-registered owner, and the Corporation or its agent has sent these materials directly to you, your name and address and information about your holdings of Common Shares, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

PART III - MATTERS TO BE ACTED UPON AT THE MEETING

Financial Statements and Auditors' Report

At the Meeting, the financial statements of the Corporation for the year ended December 31, 2015 and the Auditors' Report thereon will be placed before shareholders, but no vote by the shareholders with respect thereto is required or proposed to be taken.

Fix the Number of Directors to be Elected at the Meeting

The Articles of the Corporation specify that the Board of Directors shall consist of a minimum of three and a maximum of eleven Directors. At the Meeting, it is proposed that the number of Directors of the Corporation to be elected at the Meeting be set at seven (7), as may be adjusted between shareholders' meetings by way of resolution of the Board. Accordingly, unless otherwise directed, it is the intention of Management to vote Instruments of Proxy in the accompanying form in favour of fixing the number of Directors of the Corporation to be elected at the Meeting at seven (7).

Appointment of Directors

Majority Voting for Directors

The Board has adopted a policy stipulating that if the "WITHHOLD" votes in respect of the election of a Director nominee at the Meeting represent more than the "FOR" votes, the nominee will submit his or her resignation within 90 days of the Meeting, for the Board's consideration. The Board will consider such resignation and after reviewing the matter will determine, having regard to all matters it deems relevant, whether to accept such resignation or not. The Board's decision to accept or reject the resignation will be disclosed to the public by press release promptly after such decision has been made. The nominee will not participate in any Board deliberations on the resignation. The policy does not apply in circumstances involving contested Director elections.

Election of Directors

At the Meeting, shareholders will be asked to vote "FOR" or "WITHHOLD" on the proposed Directors set forth below to hold office until the next annual meeting or until their successors are elected or appointed.

Unless otherwise directed, it is the intention of management to vote Instruments of Proxy in the accompanying form in favour of electing as Directors the seven (7) nominees hereinafter set forth:

Mark W. Anderson	David E. Vaughn
Paul G. Cataford	Jonathan W. Ladd
Michael J. Lang	Jose F. Suarez
John M. Tye III	

The names, province/state and country of residence of the persons nominated for election as Directors, the number of Common Shares beneficially owned or controlled or directed, directly or indirectly, as of April 18, 2016 by each Director, the offices held by each in the Corporation, the period served as a Director and the principal occupation of each are as follows:

Name, Province/State and Country of Residence and Position with the Corporation	Principal Occupation During Past Five Years	Director Since	Common Shares Beneficially Owned or Controlled or Directed, Directly or Indirectly
Michael J. Lang ⁽¹⁾⁽²⁾ Alberta, Canada Director, Vice Chairman and Chairman of the Compensation Committee	Chairman of StoneBridge Merchant Capital Corp. (a private investment company).	1996	534,505 ⁽⁴⁾ (0.43%)
Paul G. Cataford ⁽¹⁾⁽³⁾ Alberta, Canada Director and Chairman of the Audit Committee	President and CEO of Zephyr Sleep Technologies Inc. (a developer of medical devices to improve sleep performance) since September 2010.	2004	44,754 ⁽⁵⁾ (0.04%)
John M. Tye III ⁽¹⁾⁽³⁾ Texas, USA Director and Chairman of the Corporate Governance Committee	President and Chief Executive Officer of Learwood Capital Inc. (a private investment company). Prior thereto, Chairman of Bigham Brothers Inc. (a private manufacturer of farm equipment) from 1986 to December 2012.	2006	159,843 ⁽⁶⁾ (0.13%)
Mark W. Anderson ⁽²⁾ Pennsylvania, USA Director	President and CEO of GVM, Inc. (a private manufacturer of self-propelled spreaders and sprayers and related equipment) since 1989.	2012	10,404,122 ⁽⁷⁾ (8.42%)
David E. Vaughn California USA Director and President and Chief Executive Officer	President and Chief Executive Officer of the Corporation since October 2015. Prior thereto, Chief Executive Officer of Novariant since May 2012 and prior thereto Chief Executive Officer of Soil and Topography Information, Inc. and Senior Vice-President of Precision Agriculture Division, Topcon Positioning Systems, Inc.	2015	2,753,869 ⁽⁸⁾ (2.23%)
Jonathan W. Ladd California, USA Director, Senior Strategic Advisor and Chairman of the Board	Independent Business Consultant.	2015	568,792 ⁽⁹⁾ (0.46%)
Jose F. Suarez ⁽²⁾⁽³⁾ California, USA Director	Managing Director, Investor Growth Capital, Inc.	2015	18,754,974 ⁽¹⁰⁾ (15.19%)

Notes:

- (1) Member of the Corporation's Audit Committee.
- (2) Member of the Corporation's Compensation Committee
- (3) Member of the Corporation's Corporate Governance Committee
- (4) Excludes Options to purchase an aggregate of 96,974 Common Shares at prices ranging from CDN\$0.62 to \$1.12 per Common Share.
- (5) Excludes Options to purchase an aggregate of 77,484 Common Shares at prices ranging from CDN\$ 0.62 to \$1.12 per Common Share.
- (6) Excludes Options to purchase an aggregate of 45,000 Common Shares at prices ranging from CDN\$0.62 to \$1.12 per Common Share. The total number of Common Shares includes 19,043 Restricted Shares issued to Mr. Tye pursuant to the Restricted Share Plan, which Restricted Shares are currently subject to forfeiture and transfer restrictions. See "*Executive Compensation – Compensation Discussion and Analysis – Compensation Elements – Equity Incentive Compensation – Restricted Share Plan*".
- (7) Of the 10,404,122 Common Shares, 10,350,079 Common Shares are registered in the name of GVM, Inc., a company controlled by Mr. Anderson. The total number of Common Shares: (i) excludes Options to purchase an aggregate of 30,000 Common Shares at prices ranging from CDN\$0.72 to \$1.12 per Common Share; and (ii) includes 19,043 Restricted Shares issued to Mr. Anderson pursuant to the

- Restricted Share Plan, which Restricted Shares are currently subject to forfeiture and transfer restrictions. See "*Executive Compensation – Compensation Discussion and Analysis – Compensation Elements – Equity Incentive Compensation – Restricted Share Plan*".
- (8) Excludes Options to purchase an aggregate of 3,040,327 Common Shares at a price of CDN\$0.60 per Common Share. The total number of Common Shares includes: (i) 1,216,130 Restricted Shares issued to Mr. Vaughn pursuant to the Restricted Share Plan, which Restricted Shares are currently subject to forfeiture and transfer restrictions (see "*Executive Compensation – Compensation Discussion and Analysis – Compensation Elements – Equity Incentive Compensation – Restricted Share Plan*"); and (ii) 1,415,217 MRP Shares issued to Mr. Vaughn pursuant to a MRP Participant Agreement in connection with the Merger, which MRP Shares are currently subject to forfeiture and transfer restrictions.
 - (9) Excludes Options to purchase an aggregate of 800,000 Common Shares at CDN\$0.70 per Common Share. The total number of Common Shares includes: (i) 38,086 Restricted Shares issued to Mr. Ladd pursuant to the Restricted Share Plan, which Restricted Shares are currently subject to forfeiture and transfer restrictions (see "*Executive Compensation – Compensation Discussion and Analysis – Compensation Elements – Equity Incentive Compensation – Restricted Share Plan*"); and (ii) 530,706 MRP Shares issued to Mr. Ladd pursuant to a MRP Participant Agreement in connection with the Merger, which MRP Shares are currently subject to forfeiture and transfer restrictions.
 - (10) Mr. Suarez is a Managing Director of Investor Growth Capital Inc., a wholly-owned subsidiary of IGC Holding LP, which controls or directs an aggregate of 18,754,974 Common Shares.
 - (11) All of the Corporation's Directors have been appointed to hold office until the next annual general meeting of shareholders or until their successor is duly elected or appointed in accordance with the *Business Corporations Act* (Alberta), unless their office is earlier vacated.

The information as to principal occupation and as to Common Shares beneficially owned or controlled or directed, directly or indirectly, is based upon information provided by the nominees as of April 18, 2016. Each of the above nominees are currently Directors of the Corporation and were elected at the last annual general and special meeting of shareholders.

As at April 18, 2016, the Directors and executive officers of the Corporation, as a group, beneficially owned or controlled or directed, directly or indirectly, an aggregate of 33,220,859 Common Shares, being approximately 26.90% of the outstanding Common Shares.

No proposed Director is as at the date hereof, or has been, within 10 years of the date hereof, a director, chief financial officer or chief executive officer of any company, including the Corporation, that:

- (a) while the proposed Director was acting in such capacity was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or
- (b) was subject to an event that occurred while the proposed Director was acting in such capacity which resulted, after the proposed Director ceased to be a director, chief financial officer or chief executive officer, in the company being the subject of a cease trade or similar order, or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days.

In addition, no proposed director is as at the date hereof, or has been, within 10 years of the date hereof:

- (a) a director or executive officer of any company, including the Corporation, that while the proposed Director was acting in that capacity or within a year of that person ceasing to act in that capacity made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (b) become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed Director.

Mr. Vaughn acted as chief executive officer and a director of Soil and Topography Information, Inc. ("**STI**"), a Delaware corporation which was incorporated on October 19, 2010. STI entered into a security agreement dated February 10, 2010 with Pivotal Investment Partners I, LLP ("**Pivotal**"). The security agreement secured a loan agreement between STI and Pivotal and a secured convertible promissory note in the principal amount of \$250,000. STI was formally dissolved on October 27, 2013, following a management approved assignment of assets in lieu of foreclosure in favor of Pivotal, through its assignee, Soil Data, LLC.

Mr. Ladd acted as chief executive officer and a director of Brilliant Telecommunications, Inc. ("**Brilliant**"). On February 18, 2011, Brilliant reached an agreement regarding the sale of substantially all of its assets to Juniper Networks. Such sale was conducted via an assignment for the benefit of creditors process under the laws of the State of California. As part of this process, all of Brilliant's assets were transferred to a trustee who then distributed the proceeds of the sale. Mr. Ladd resigned from his positions with Brilliant shortly after the agreement with Juniper Networks was reached. On or about August 9, 2011, one of Brilliant's former customers filed a lawsuit against Brilliant and Juniper Networks alleging breach of contract and unfair business practice. On or about September 28, 2011, a default judgment was entered by the court against Brilliant. No director or executive officer of Brilliant was ever named in such law suit and Mr. Ladd had no involvement nor any liability in connection with such law suit or any other proceeding.

Further, no proposed Director of the Corporation has been subject to: (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed Director.

Approval of Amended and Restated Shareholder Rights Plan Agreement

At the Meeting, shareholders will be asked to consider and, if deemed advisable, to approve an amended and restated rights plan agreement for the Corporation (the "**Amended Rights Plan**") pursuant to the terms of the Rights Plan entered into between the Corporation and Computershare Trust Company of Canada, as rights agent. The Rights Plan was originally entered into on March 19, 2010, a copy of which is available on AgJunction's SEDAR profile at www.sedar.com. The Rights Plan was originally approved by shareholders on May 18, 2010 and subsequently re-approved by shareholders on May 15, 2013. The Amended Rights Plan is attached to this Information Circular as Schedule G.

Background

The Amended Rights Plan has a term of three years and, if approved at the Meeting, will expire at the close of the annual meeting of the Corporation in 2019, unless it is reconfirmed at such meeting or it is otherwise terminated in accordance with its terms. Approval of the Amended Rights Plan by shareholders is required by the TSX and by the terms of the Rights Plan.

Objectives of the Amended Rights Plan

The fundamental objectives of the Amended Rights Plan are to provide adequate time for AgJunction's Board and shareholders to assess an unsolicited take-over bid for AgJunction, to provide the Board with sufficient time to explore and develop alternatives for maximizing shareholder value if a take-over bid is made, and to provide shareholders with an equal opportunity to participate in a take-over bid.

The Amended Rights Plan encourages a potential acquirer who makes a take-over bid to proceed either by way of a "**Permitted Bid**" (described below), which generally requires a take-over bid to satisfy certain minimum standards designed to promote fairness, or with the concurrence of the Board. If a take-over bid fails to meet these minimum standards and the Amended Rights Plan is not waived by the Board, the Amended Rights Plan provides that holders of Common Shares, other than the acquirer, will be able to purchase additional Common Shares at a significant discount to market, thus exposing the person acquiring Common Shares to substantial dilution of its holdings.

Legislative Changes

On February 25, 2016, the Canadian Securities Administrators ("**CSA**") announced the timing for adoption of the previously proposed amendments to Canada's take-over bid regime. The three main features of the rules are as follows:

- **50% Mandatory Minimum Tender Condition.** Take-over bids ("**Bids**") must be subject to a mandatory tender condition requiring more than 50% of target securities held by persons other than the bidder to be tendered before the bidder can take up any securities under the Bid.
- **10-Day Extension.** Once the minimum tender condition and other Bid conditions have been met, Bids must be extended for an additional 10 days to permit undecided shareholders to accept the Bid.
- **105-Day Bid Period.** Bids must remain open for a minimum of 105 days unless either (i) the target board announces that it is reducing the Bid period to a shorter period of at least 35 days, in which case the shorter period would apply to all contemporaneous Bids; or (ii) the target announces a friendly transaction, in which case the minimum deposit period for all contemporaneous Bids would be automatically reduced to 35 days.

In view of these proposed legislative changes as set forth in CSA Notice dated February 25, 2016 of Amendments to the Take-Over Bid Regime – Amendments to Multilateral Instrument 62-104 – *Take-Over Bids and Issuer Bids* and changes to National Policy 62-203 – *Take-Over Bids and Issuer Bids* and the consequential amendments (collectively, the "**Legislative Changes**"), the Board reviewed the Rights Plan and, on March 22, 2016, approved amendments to such agreement in order to take into account the Legislative Changes. Accordingly, under the terms of the Amended Rights Plan, the definition of a "**Permitted Bid**" has been increased from 60 days under Rights Plan to 105 days under the Amended Rights Plan. Furthermore, provisions have been added to make it clear that if the Corporation determines to announce that it is reducing the Bid period to a shorter period of at least 35 days, the shorter period would apply to all contemporaneous Bids and if the Corporation announces a friendly transaction, the minimum deposit period for all contemporaneous Bids would automatically be reduced to 35 days. The Legislative Changes are expected to come into force on May 9, 2016.

In originally adopting the Rights Plan, the Board considered the then existing legislative framework governing take-over bids in Canada. The directors believed such legislation did not provide sufficient time to permit shareholders to consider a take-over bid and make a reasoned and unhurried decision with respect to a Bid or give the Board sufficient time to develop alternatives for maximizing shareholder value. Shareholders also may have felt compelled to tender to a Bid even if the shareholder considers such Bid to be inadequate out of a concern that failing to tender may result in a shareholder being left with illiquid or minority-discounted Common Shares in AgJunction. This is particularly so in the case of a partial Bid for less than all the Common Shares of AgJunction where the bidder wishes to obtain a control position but does not wish to acquire all of the Common Shares. The Legislative Changes address many of these concerns. However, while the Legislative Changes address many concerns related to unequal treatment of securityholders, there remains the possibility that control of an issuer may be acquired pursuant to private agreements in which a small group of securityholders disposes of securities at a premium to market price, which premium is not shared with the other securityholders. The Rights Plan addressed this concern, as does the Amended Rights Plan.

It is not the intention of the Board in recommending the approval of the Amended Rights Plan to either secure the continuance of the Board or management of AgJunction or to preclude a Bid for control of AgJunction. The Amended Rights Plan provides that shareholders could tender to Bids as long as they meet the Permitted Bid criteria. Furthermore, even in the context of a Bid that does not meet the Permitted Bid criteria, the Board are always bound by their fiduciary duty to consider any Bid for AgJunction and consider whether or not they should waive the application of the Rights Plan in respect of such bid. In discharging such responsibility, the Board will be obligated to act honestly and in good faith and in the best interests of AgJunction.

A number of decisions rendered by the Canadian securities regulators relating to rights plans have concluded that a board faced with an unsolicited Bid will not be permitted to maintain a rights plan indefinitely to prevent the successful completion of the Bid, but only for so long as the board is actively seeking alternatives to the Bid and there is a reasonable possibility that, given additional time, a value maximizing alternative will be developed. The Amended Rights Plan does not preclude any shareholder from utilizing the proxy rules to promote a change in the management or direction of AgJunction, and will have no effect on the rights of holders of Common Shares to requisition a meeting of shareholders in accordance with applicable rules.

In recent years, unsolicited Bids have been made for a number of Canadian public companies, many of which had a rights plan. The Board believes this demonstrates that the existence of a rights plan does not prevent the making of an unsolicited Bid. Further, in a number of these cases, a change of control ultimately occurred at a price in excess of the original bid price. There can be no assurance, however, that the Amended Rights Plan would serve to bring about a similar result.

The Amended Rights Plan does not interfere with the day-to-day operations of AgJunction. The continuation of the existing outstanding Rights and the issuance of additional Rights in the future will not in any way alter the financial condition of AgJunction, impede its business plans, or alter its financial statements. In addition, the Amended Rights Plan is initially not dilutive. However, if a "**Flip-in Event**" (described below) occurs and the Rights separate from the Common Shares as described below, reported earnings per Common Share and reported cash flow per Common Share on a fully-diluted or non-diluted basis may be affected. In addition, holders of Rights not exercising their Rights after a Flip-in Event may suffer substantial dilution.

Summary of the Amended Rights Plan

The following is a summary of the principal terms of the Amended Rights Plan, which summary is qualified by and is subject to the full terms and conditions of the Amended Rights Plan. A copy of the Amended Rights Plan is available on the Corporation's SEDAR profile at www.sedar.com. Except as otherwise defined herein, capitalized terms used herein have the meanings ascribed thereto in the Amended Rights Plan.

Issue of Rights

One right ("**Right**") has been issued and is attached to each outstanding Common Share or any other securities or voting interests of AgJunction entitled to vote generally in the election of Board (collectively, "**Shares**"). One Right will also be issued and attached to each Common Share issued hereafter, subject to the limitations set forth in the Amended Rights Plan.

Acquiring Person

An Acquiring Person is a person that beneficially owns 20% or more of the outstanding Shares. An Acquiring Person does not, however, include AgJunction or any subsidiary of AgJunction, or any person that becomes the beneficial owner of 20% or more of the Common Shares as a result of certain exempt transactions. These exempt transactions include where any person becomes the beneficial owner of 20% or more of the Common Shares as a result of, among other things: (i) specified acquisitions of securities of AgJunction (including acquisitions upon the exercise, conversion or exchange of securities convertible, exercisable or exchangeable into Common Shares); (ii) acquisitions pursuant to a Permitted Bid (as described below); (iii) specified distributions of securities of AgJunction; (iv) certain other specified exempt acquisitions; and (v) transactions to which the application of the Amended Rights Plan has been waived by the Board.

Also excluded from the definition of Acquiring Person is a person (a "**Grandfathered Person**") who is the beneficial owner of 20% or more of the outstanding Common Shares on the original date of implementation of the Rights Plan, being March 19, 2010; provided further, however, that this exemption shall not be, and shall cease to be, applicable to a Grandfathered Person in the event that such Grandfathered Person shall, after the date of implementation of the Rights Plan, become the beneficial owner of more than 1.0% of the number of Common Shares then outstanding in addition to those Common Shares already held by such person, other than through: (i) specified acquisitions of securities of AgJunction (including acquisitions upon the exercise, conversion or exchange of securities convertible, exercisable or exchangeable into Common Shares); (ii) acquisitions pursuant to a Permitted Bid (as described below); (iii) specified distributions of securities of AgJunction; (iv) certain other specified exempt acquisitions; and (v) transactions to which the application of the Rights Plan has been waived by the Board.

A beneficial owner includes an owner of securities entitling the owner to become an owner of a Common Share, including conversion or exchange rights or rights to purchase.

Rights Exercise Privilege

The Rights will separate from the Common Shares to which they are attached and will become exercisable at the close of business (the "**Separation Time**") on the tenth Trading Day (as defined in the Rights Plan) after the earliest of: (i) the first date of public announcement that a person and/or others associated, affiliated or otherwise connected to such person, or acting in concert with such person, have become an Acquiring Person; (ii) the date of commencement of, or first public announcement of the intent of any person to commence, a take-over bid, other than a Permitted Bid or a Competing Permitted Bid; and (iii) the date upon which a Permitted Bid or a Competing Permitted Bid ceases to be such, or such later date as the Board may determine in good faith. Subject to adjustment as provided in the Rights Plan, each Right will entitle the holder to purchase one Common Share for an exercise price (the "**Exercise Price**") equal to \$50.

A transaction in which a person becomes an Acquiring Person is referred to as a "**Flip-in Event**". Any Rights held by an Acquiring Person on or after the earlier of the Separation Time or the first date of public announcement by AgJunction or an Acquiring Person that an Acquiring Person has become such, will become void upon the occurrence of a Flip-in Event. After the close of business on the tenth business day after the first public announcement of the occurrence of a Flip-in Event, the Rights (other than those held by the Acquiring Person) will entitle the holder to purchase, for the Exercise Price, that number of Common Shares having an aggregate market price (based on the prevailing market price at the time of the consummation or occurrence of the Flip-in Event) equal to twice the Exercise Price.

Impact Once Amended Rights Plan is Triggered

Upon a Flip-in Event occurring and the Rights separating from the attached Common Shares, reported earnings per Common Share on a fully diluted or nondiluted basis may be affected. Holders of Rights who do not exercise their Rights upon the occurrence of a Flip-in Event may suffer substantial dilution.

By permitting holders of Rights other than an Acquiring Person to acquire Common Shares at a discount to market value, the Rights may cause substantial dilution to a person or group that acquires 20% or more of the voting securities of AgJunction other than by way of a Permitted Bid or other than in circumstances where the Rights are redeemed or the Board waive the application of the Rights Plan.

Certificates and Transferability

Before the Separation Time, certificates for Common Shares will also evidence one Right for each Common Share represented by the certificate. Certificates issued on or after the effective date of the Rights Plan will bear a legend to this effect. Rights are also attached to Common Shares outstanding on the effective date of the Rights Plan, although certificates that were issued before such date will not bear such a legend.

Prior to the Separation Time, Rights will not be transferable separately from the attached Common Shares. From and after the Separation Time, the Rights will be evidenced by Rights certificates, which will be transferable and traded separately from the Common Shares.

Until such time as the Board otherwise determine, the Rights issued to shareholders will be made through the book-entry system representing the number of Rights so issued. Holders of Common Shares or associated Rights represented by the book-entry system will not be entitled to a certificate or other instrument from AgJunction, transfer agent or Rights Agent to evidence the ownerships thereof. New Common Shares issued as a result of the exercise of any Right will also be represented through the book-entry system in all circumstances.

Permitted Bids

The Amended Rights Plan is not triggered if an offer to acquire Common Shares would allow sufficient time for the shareholders to consider and react to the offer and would allow shareholders to decide to tender or not tender without the concern that they will be left with illiquid Common Shares should they not tender. The parameters of such an offer are set out in the Amended Rights Plan.

A "**Permitted Bid**" is a take-over bid where the bid is made by way of a take-over bid circular and: (i) is made to all holders of Common Shares, other than the offeror, for all of the Common Shares held by those holders; and (ii) the bid must not permit Common Shares tendered pursuant to the bid to be taken up until not less than 105 days following the bid and only if, at such time, more than 50% of the Common Shares held by shareholders other than the bidder, its affiliates and Persons acting jointly or in concert with the bidder (the "**Independent Shareholders**") have been tendered pursuant to the take-over bid and not withdrawn.

A Permitted Bid is not required to be approved by the Board and such bids may be made directly to shareholders. Acquisitions of Common Shares made pursuant to a Permitted Bid or a Competing Permitted Bid do not give rise to a Flip-in Event.

Waiver and Redemption

The Board may, before the occurrence of a Flip-in Event, waive the application of the Amended Rights Plan to a particular Flip-in Event that would occur as a result of a Bid made under a circular prepared in accordance with applicable securities laws to all holders of Common Shares. In such event, the Board shall be deemed to also have waived the application of the Amended Rights Plan to any other Flip-in Event occurring as a result of any other Bid made under a circular prepared in accordance with applicable securities laws to all holders of Common Shares prior to the expiry of any Bid for which the Rights Plan has been waived or deemed to have been waived.

The Board may also waive the application of the Amended Rights Plan to an inadvertent Flip-in Event, on the condition that the person who became an Acquiring Person in the Flip-in Event reduces its beneficial ownership of Common Shares such that it is not an Acquiring Person within 14 days of the determination of the Board (or any earlier or later time specified by the Board).

In addition, the Board may waive the application of the Amended Rights Plan to a Flip-in Event prior to the close of business on the tenth Trading Day following a Common Share acquisition (or such later business day as they may from time to time determine), provided that the Acquiring Person has reduced its beneficial ownership of Common Shares, or has entered into a contractual arrangement with AgJunction to do so within 10 days of the date on which such contractual arrangement is entered into, such that at the time the waiver becomes effective such Person is no longer an Acquiring Person. In the event of such a waiver becoming effective prior to the Separation Time, such Flip-in Event shall be deemed not to have occurred.

Subject to the provisions of the Amended Rights Plan, including prior consent of the holders of the Common Shares or the Rights where required, until the occurrence of a Flip-in Event, the Board may, at any time before the Separation Time, elect to redeem all but not less than all of the then outstanding Rights at \$0.000001 per Right. In the event that a person acquires Common Shares pursuant to a Permitted Bid, a Competing Permitted Bid or pursuant to a transaction for which the Board has waived the application of the Amended Rights Plan, then the Board shall, immediately upon the consummation of such acquisition, without further formality, be deemed to have elected to redeem the Rights at the redemption price.

The Amended Agreement also provides that for a Permitted Bid, Bids must remain open for a minimum of 105 days unless either: (a) the Board announces that it is reducing the Bid period to a shorter period of at least 35 days, in which case the shorter period would apply to all contemporaneous Bids; or (b) the Corporation announces a friendly transaction, in which case the minimum deposit period for all contemporaneous Bids would automatically be reduced to 35 days. These reductions in the minimum Bid period reflect the Legislative Changes.

Supplement and Amendments

AgJunction may, without the approval of the holders of Common Shares or Rights, make amendments: (i) to correct clerical or typographical errors; and (ii) to maintain the validity and effectiveness of the Amended Rights Plan as a result of any change in applicable legislation, regulations or rules thereunder. Any amendment referred to in (ii) must, if made before the Separation Time, be submitted for approval to the holders of Common Shares at the next meeting of shareholders and, if made after the Separation Time, must be submitted to the holders of Rights for approval.

Before the Separation Date, AgJunction may, with prior consent of the shareholders received at the special meeting called and held for such purpose, amend, vary or rescind any of the provisions of the Rights Plan or the Rights, whether or not such action would materially adversely affect the interests of the holders of Rights generally.

After the Separation Date, AgJunction may, with prior consent of the holders of Rights received at the meeting called and held for such purpose, amend, vary or rescind any of the provisions of the Amended Rights Plan or the Rights, whether or not such action would materially adversely affect the interests of the holders of Rights generally.

Confirmation

The Amended Rights Plan must be reconfirmed at every third annual meeting of shareholders of AgJunction. If the Amended Rights Plan is not approved at such meeting of shareholders, the Amended Rights Plan and all outstanding Rights will terminate and be void and of no further force and effect.

At the Meeting, shareholders will be asked to consider and, if thought advisable, approve the following ordinary resolution approving the Amended Rights Plan (the "**Rights Plan Resolution**"):

"BE IT RESOLVED AS AN ORDINARY RESOLUTION OF SHAREHOLDERS OF AGJUNCTION THAT:

1. the Amended Rights Plan as described in the Information Circular and as set forth in Schedule G to the Information Circular, is hereby ratified, approved and confirmed until the termination of the annual general meeting of shareholders of the Corporation held in 2019, unless at such meeting shareholders have reconfirmed the Amended Rights Plan for an additional period of time, and the Corporation is authorized to continue to issue Rights pursuant thereto;
2. notwithstanding that this resolution has been passed by the holders of Common Shares, the Board is hereby authorized and empowered, to revoke these resolutions, without any further approval of the shareholders, at any time if such revocation is considered necessary or desirable by the Directors; and
3. any Director or senior officer of AgJunction is hereby authorized and directed, for and on behalf of AgJunction, to execute (whether under the corporate seal of AgJunction or otherwise) and deliver, or cause to be executed and delivered, and to sign and/or file, or cause to be signed and/or filed, as the case may be, all applications, declarations, instruments and other documents, and to do or cause to be done all such other acts and things, as such director or officer may determine necessary or advisable to give effect to the foregoing resolutions including, without limitation, the execution, signing or filing of any such document or the doing of any such act or thing being conclusive evidence of such determination."

In order for the Rights Plan Resolution to be passed, it must be approved by a simple majority of the aggregate votes cast by shareholders who vote in person or by proxy at the Meeting. **Unless otherwise directed, it is the intention of the persons designated in the enclosed Instrument of Proxy to vote FOR the Rights Plan Resolution.**

Appointment of Auditors

Unless otherwise directed, it is the intention of the persons named in the Instrument of Proxy furnished by the Corporation to vote in favour of an ordinary resolution to reappoint the firm of RSM US, LLP (formerly, McGladrey, LLP), to serve as auditors of the Corporation to hold office until the next annual general meeting of shareholders and to authorize the Board to fix their remuneration. RSM US, LLP have been the auditors of the Corporation since April 9, 2015.

The Audit Committee reviews the annual audit fees and considers the issue of auditor independence in the context of all services provided to the Corporation.

Certain information regarding AgJunction's Audit Committee, including the fees paid to AgJunction's auditors in the last two fiscal years, that is required to be disclosed in accordance with National Instrument 52-110 of

the Canadian Securities Administrators, is contained in AgJunction's annual information form for the year ended December 31, 2015, an electronic copy of which is available on the internet on AgJunction's SEDAR profile at www.sedar.com.

Approval of Advance Notice By-law

Background

On March 22, 2016, the Board approved the adoption by the Corporation of a By-law regarding advance notice of nominations of directors of the Corporation (the "**Advance Notice By-law**"). A copy of the Advance Notice By-law is attached to this Information Circular as Schedule F.

Purpose of the Advance Notice By-law

The purpose of the Advance Notice By-law is to provide shareholders, the Board and management of the Corporation with a clear framework for nominating directors to help ensure orderly business at shareholder meetings. Among other things, the Advance Notice By-law fixes a deadline by which shareholders must submit director nominations to the Corporation prior to any annual or special meeting of shareholders. It also specifies the information that a nominating shareholder must include in the notice to the Corporation for the notice to be in proper written form in order for any director nominee to be eligible for election at any annual or special meeting of shareholders of the Corporation.

The Corporation is committed to:

- a. facilitating an orderly and efficient annual general, or where the need arises, special meeting process;
- b. ensuring that all shareholders receive adequate notice of director nominations and sufficient information in advance of an annual general or special meeting with respect to all director nominees; and
- c. allowing shareholders to register an informed vote having been afforded reasonable time for appropriate deliberation.

Summary of Terms of the Advance Notice By-law

The Advance Notice By-law provides that advance notice to the Corporation must be made in circumstances where nominations of persons for election to the Board are made by shareholders other than pursuant to: (a) a "proposal" made in accordance with the *Business Corporations Act* (Alberta) (the "**ABCA**"); (b) a requisition of a meeting made pursuant to the ABCA; or (c) by any person (a "**Nominating Shareholder**") who: (i) at the close of business on the date of the giving by the Nominating Shareholder of the notice provided for in the Advance Notice By-law and at the close of business on the record date for notice of such meeting, is entered in the securities register of the Corporation as a holder of one or more Common Shares carrying the right to vote at such meeting or who beneficially owns Common Shares that are entitled to be voted at such meeting and provides evidence of such beneficial ownership to the Corporation; and (ii) complies with the notice procedures set forth in the Advance Notice By-law.

The Advance Notice By-law fixes a deadline by which holders of Common Shares must submit directors nominations to the Corporate Secretary of the Corporation prior to any annual or special meeting of shareholders of the Corporation and outlines the specific information that a nominating shareholder must include in the written notice to the Corporate Secretary of the Corporation for an effective nomination to occur. No person nominated by a shareholder will be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of the Advance Notice By-law.

In the case of an annual meeting of shareholders, notice to the Corporate Secretary of the Corporation must be made not less than 30 days and not more than 65 days prior to the date of the annual meeting; provided, however, that in the event that the annual meeting is to be held on a date that is less than 50 days after the date on which the

first public announcement of the date of the annual meeting was made, notice may be made not later than the close of business on the 10th day following such public announcement. In the case of a special meeting of shareholders (which is not also an annual meeting) called for the purpose of electing directors (whether or not called for other purposes), notice to the Corporation must be made not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting was made.

The Board may, in its sole discretion, waive any requirement of the Advance Notice By-law.

Confirmation and Approval of Advance Notice By-law by Shareholders

In accordance with the ABCA, the Advance Notice By-law is in effect until it is confirmed, confirmed as amended or rejected by shareholders at the Meeting, and if confirmed or confirmed as amended, the Advance Notice By-law will continue in effect in the form in which it is so confirmed. If shareholders reject the confirmation of the Advance Notice By-law at the Meeting, it will thereafter cease to have effect. For greater certainty, the Corporation's existing by-laws are not impacted by the Advance Notice By-law and will continue in effect, unamended.

At the Meeting, shareholders will be asked to consider and, if thought advisable, approve the following ordinary resolution in respect of the adoption by the Corporation of the Advance Notice By-law (the "**Advance Notice By-law Resolution**"):

"BE IT RESOLVED AS AN ORDINARY RESOLUTION OF SHAREHOLDERS OF AGJUNCTION THAT:

1. the Advance Notice By-law regarding advance notice of nominations of directors of the Corporation, in the form attached as Schedule F to the Information Circular, is hereby adopted and confirmed as a by-law of the Corporation;
2. notwithstanding that this resolution has been passed by the holders of Common Shares, the Board is hereby authorized and empowered, to revoke these resolutions, without any further approval of the shareholders, at any time if such revocation is considered necessary or desirable by the Directors; and
3. any Director or senior officer of the Corporation is hereby authorized and directed, for and on behalf of the Corporation, to execute (whether under the corporate seal of the Corporation or otherwise) and deliver, or cause to be executed and delivered, and to sign and/or file, or cause to be signed and/or filed, as the case may be, all applications, declarations, instruments and other documents, and to do or cause to be done all such other acts and things, as such director or officer may determine necessary or advisable to give effect to the foregoing resolutions including, without limitation, the execution, signing or filing of any such document or the doing of any such act or thing being conclusive evidence of such determination."

In order for the Advance Notice By-law Resolution to be passed, it must be approved by a simple majority of the aggregate votes cast by shareholders who vote in person or by proxy at the Meeting. **Unless otherwise directed, it is the intention of the persons named in the enclosed Instrument of Proxy to vote FOR the Advance Notice By-law Resolution.**

PART IV - INFORMATION CONCERNING THE CORPORATION

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The authorized share capital of the Corporation consists of an unlimited number of Common Shares, an unlimited number of first preferred shares, issuable in series, and an unlimited number of second preferred shares, issuable in series. As at April 18, 2016, there were 123,502,788 Common Shares issued and outstanding and no first or second preferred shares issued and outstanding.

The holders of Common Shares are entitled to receive notice of, and to attend, all shareholders meetings (other than meetings of a class or series of shares of the Corporation other than the Common Shares) and to one (1) vote thereat for each Common Share held. The holders of the Common Shares are entitled to receive any dividends

declared by the Board of Directors on the Common Shares as a class, subject to prior satisfaction of all preferential rights to dividends attached to all shares of the Corporation ranking in priority to the Common Shares, and in respect of return of capital, the holders of Common Shares are entitled to share pro rata, together with the holders of any other classes of shares ranking equally with the Common Shares, in such assets of the Corporation as are available for distribution.

Two persons present in person and holding or representing not less than five (5%) percent of the Common Shares entitled to vote thereat will constitute a quorum at the Meeting.

Other than as disclosed below, to the knowledge of the Directors and executive officers of the Corporation, no person or company beneficially owns or controls or directs, directly or indirectly, Common Shares carrying more than ten (10%) percent of the voting rights attached to the Common Shares as at the date hereof.

<u>Name of Shareholder and Country of Residence</u>	<u>Common Shares Owned, Controlled or Directed⁽¹⁾</u>	<u>Percentage of the Outstanding Common Shares of the Corporation⁽²⁾</u>
IGC Holding LP ⁽³⁾	18,754,974	15.19%

Notes:

- (1) Information in respect of number of Common Shares owned, controlled or directed was based on the list of registered holders of Common Shares as at April 15, 2016.
- (2) As at April 18, 2016, there were 123,502,788 Common Shares issued and outstanding.
- (3) Investor Group, LP and Investor Growth Capital Limited are part of the Investor Growth Capital group of companies. IGC Holding LP controls or directs Investor Group, LP which holds 5,626,491 of the 18,754,974 Common Shares and Investor Growth Capital Limited which holds the remaining 13,128,483 Common Shares. Jose Suarez, a Director of the Corporation, is a Managing Director of Investor Growth Capital Inc.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

On October 15, 2015, the Corporation completed the Merger with Novariant resulting in changes in senior management positions within the Corporation, changes to the members of the Board and certain changes to the Corporation's executive compensation program. This compensation discussion and analysis describes the compensation programs of the Corporation that were in place prior to the Merger and that have not been formally revised as of the date of this Information Circular and also provides a description of any changes that occurred to the Corporation's executive compensation programs following completion of the Merger. At this time, the Corporation has entered into an agreement with PayScale Inc. Human Capital, a cloud based compensation software company to complete a market study of all of the Corporation's positions. The market study will be completed during the summer of 2016.

Overview

The ultimate goal of AgJunction's compensation program for the Chief Executive Officer ("**CEO**") and Chief Financial Officer ("**CFO**") and the five most highly compensated executive officers (or the five most highly compensated individuals acting in a similar capacity), other than the CEO and CFO, at the end of the year ended December 31, 2015 whose total compensation was more than \$150,000 (each a "**Named Executive Officer**" or "**NEO**" and collectively, the "**Named Executive Officers**" or "**NEOs**"), and for all AgJunction employees, is to foster profitable growth and to create long-term value for shareholders. During the year ended December 31, 2015 the following individuals were the Named Executive Officers of the Corporation:

- David Vaughn, President and Chief Executive Officer;
- Richard Heiniger, former President and Chief Executive Officer;
- Michael Manning, Senior Vice President and Chief Financial Officer;
- Robert Wesley Dittmer, former Senior Vice President and Chief Financial Officer;
- Mark Bittner, Senior Vice President Global Sales and Customer Care;
- Husam Kal, Senior Vice President Global Operations and Information Business Systems;

- Charles Wohlers, former Vice President Operations;
- Jeffrey Farrar, Vice President Sales; and
- Neil Rutland, Vice President Global Engineering.

We believe that the ability, performance, commitment and retention of our executives are essential leadership factors that drive shareholder value. We have designed and implemented a pay-for-performance compensation program that rewards corporate and individual performance and the creation of shareholder value. We believe that the program motivates strong performance, aligns the interests of our NEOs and employees with those of our shareholders, and supports our attraction and retention goals.

Since October 16, 2015, our Compensation Committee has been comprised of three independent, non-employee Directors, Michael J. Lang, Mark W. Anderson and Jose Suarez, and prior to October 16, 2015, the Compensation Committee was comprised of three independent, non-employee Directors, Michael J. Lang, Barry D. Batcheller and Mark W. Anderson. The Compensation Committee is responsible for discharging the Board's responsibilities with respect to compensation for our Named Executive Officers, as well as to provide general oversight of our global compensation program. The Compensation Committee has formal terms of reference that have been included as Schedule D to this Information Circular and describe the responsibilities, powers and operation of the Compensation Committee. Under the terms of reference, the Compensation Committee has the authority to retain outside advisors as it determines appropriate to assist it in the performance of its functions. No such advisors were engaged by the Compensation Committee during 2014 or 2015.

The members of the Compensation Committee are each highly experienced executives, directors and/or businessmen who have dealt with numerous compensation issues in the course of their leadership roles. The skills and experience that enable the members of the Compensation Committee to make decisions on the suitability of the Corporation's compensation policies and practices include the following:

- leadership roles as Chief Executive Officers, or other senior roles, providing experience and skills in managing human resources and compensation programs;
- international experience with venture capital companies focusing on infrastructure technology, in the case of Mr. Suarez; and
- experience in leading and managing a private manufacturer of farm machinery and equipment in the case of Mr. Anderson.

Also see "*Part III – Matters to be Acted Upon at the Meeting – Appointment of Directors – Election of Directors*" for further information on each member of the Compensation Committee.

The purpose of this compensation discussion and analysis is to summarize our compensation objectives, the elements of our compensation program, our compensation decision-making process, and the factors that we considered in making decisions about executive compensation for the fiscal year 2015.

Compensation Objectives

Performance

Key elements of our compensation program in 2015 were designed to reward strong corporate and individual performance, and retain our executives and key employees, including:

- base salaries were determined on a competitive basis depending on the executive's experience, scope of responsibilities, demonstrated leadership abilities, and effectiveness;
- bonuses to retain NEOs during the Merger process in amounts ranging from 30% to 40% of the NEOs base salary were awarded to applicable NEOs either in full upon successful closing of the Merger or partially upon

successful closing of the Merger and the remaining portion payable upon a period of continued employment with AgJunction;

- incentive plan payments were based upon performance against pre-determined corporate performance by measuring profitability relative to the budgeted Earnings before Interest, Taxes, Depreciation and Amortization (EBITDA) for the year; and
- equity incentive compensation was comprised of Options and Restricted Shares. The ultimate value of equity incentive compensation is dependent on the performance of our share price after the date of the grant. Our equity incentive compensation programs are subject to vesting schedules that require continued service with us. See further discussion below under the heading "*Attraction and Retention*".

Alignment of Management Objectives with that of Shareholders

We seek to align the interests of the NEOs, and other executives and key employees, with those of our shareholders. Key elements of compensation that align the interests of our NEOs and other executives with shareholders include:

- our incentive plan, described below, that compensates executives for the achievement of key corporate goals that we believe correlate with improving shareholder value; and
- equity incentive compensation in the form of Options and Restricted Shares, under which the ultimate value of the compensation is based on stock price appreciation subsequent to the date of particular grant.

Attraction and Retention

AgJunction has implemented a compensation program that we believe is competitive in order to attract and retain high quality executives and other employees.

Base salaries are established at competitive levels as determined by competitive benchmarking. In addition, our benefits and other elements of our overall compensation program are designed with the objective to be comparatively appealing.

Executives (and certain key employees) receive Options and Restricted Shares. Options are generally granted with a four-year, vesting schedule. Restricted Shares are granted with a three or four-year vesting schedule, with a minimum one year period before the first vesting date. Both of these programs support our retention objective by requiring the employee to remain employed by the Corporation to realize the additional potential compensation.

Risks

In establishing the compensation program, the Compensation Committee considered the implications of the risks associated with our program, including:

- the risk of executives taking inappropriate or excessive risks;
- the risk of inappropriate focus on achieving short-term goals at the expense of long-term return to shareholders;
- the risk of encouraging aggressive accounting practices; and
- the risk of excessive focus on financial returns and operational goals at the expense of regulatory, environmental and health and safety compliance.

While no program can fully eliminate risks, the Compensation Committee believes that risks are mitigated by:

- weighting long-term incentives towards equity-based incentives;

- avoiding narrowly focused performance goals and retaining adequate discretion to ensure that the Board and management retain their business judgment in assessing actual performance; and
- establishing a strong "tone at the top" for accounting, regulatory, environmental and health and safety compliance.

Pursuant to AgJunction's Disclosure, Confidentiality and Trading Policy, directors, officers and employees of AgJunction, shall not knowingly sell, directly or indirectly, a security of AgJunction if such person selling such security does not own or has not fully paid for the security to be sold and shall not, directly or indirectly, buy or sell a call or put in respect of a security of AgJunction. Notwithstanding these prohibitions, directors, officers and employees of AgJunction may sell a Common Share which such person does not own if such person owns another security convertible into Common Shares or an option or right to acquire Common Shares sold and, within 10 days after the sale, such person: (i) exercises the conversion privilege, option or right and delivers the Common Shares so associated to the purchaser; or (ii) transfers the convertible security, option or right, if transferable to the purchaser.

Compensation Elements

The compensation of the NEO's during the year ended December 31, 2015 consisted of the following primary elements:

- base salary;
- benefits;
- short-term incentive plan;
- cash bonuses;
- retention bonuses;
- equity incentives; and
- retirement savings assistance.

Base Salary

Base salaries are designed to be competitive in order to attract and retain high calibre talent. The base salary for our NEOs is determined based upon an evaluation of the scope of their responsibilities, performance, experience and education and competitive benchmarking for similar positions. NEO base salary levels are reviewed annually by the Compensation Committee who consider ranges for base salary adjustments based upon consideration of corporate performance, cost of living changes, industry and market-performance data, and competitive compensation information received from compensation consulting firms and professional organizations. The adjustment to base salaries of NEOs will take into account these approved ranges, the performance of the NEO and changes in the NEOs responsibilities that may have taken place.

The base salaries of the NEOs for fiscal 2015 are discussed below and are summarized in the Summary Compensation Table contained herein.

Benefits

We provide our NEOs and all employees with benefits that we believe are appealing to employees to enhance attraction and retention. The primary benefits provided include:

- medical, vision and dental insurance coverage;
- life insurance equal to the employee's salary (maximum \$50,000), plus \$10,000 for spouse and \$2,500 for each child;
- short term and long-term disability insurance;
- employee assistance plan;
- continuing education assistance;
- fitness/wellness membership reimbursements of \$300 per year;
- Health Savings Accounts/Flexible Spending Accounts; and
- paid vacation, holidays and paid time off.

Employees who reside in Canada are responsible to pay the cost of short-term and long-term disability coverage and those who reside in the United States are responsible to pay for voluntary long-term disability and the incremental costs of their selected medical, vision and dental insurance plan in excess of the Corporation's contribution for each plan level (ranging from \$337-\$707 per month).

Short-Term Incentive Plan

The short-term incentive plan (the "**Incentive Plan**") is the element of compensation that rewards executives and employees (excluding commissioned salespeople) based upon the achievement of corporate financial profitability goals.

The Incentive Plan payout for each eligible NEO (and all eligible employees) is determined based upon the following formula:

$$\text{Incentive Payment} = \text{Corporate Performance Factor} \times \text{Target Incentive Rate}$$

Corporate Performance Factor

For 2015, the Incentive Plan was payable based upon the level of actual profitability achieved within a range determined relative to the budgeted level of profit. For this purpose, profitability is measured as EBITDA before incentive payments expense. The range was set as follows:

- *Low* – at the lower boundary of the range, the Corporate Performance Factor is zero and incentive payments begin to accrue increases from that point;
- *Target* – at target the Corporate Performance Factor is equal to 1.0; and
- *Above target* – incentives continue to accrue on a pro-rata basis.

The Compensation Committee reserves the right to adjust profitability to normalize it for unusual items that impact profits but which are out of the control of management.

We have structured the Incentive Plan in this manner as we believe that profitable growth, together with strong performance of our employees relative to individual objectives, will correlate with improving shareholder value.

If warranted, Incentive Plan payments are paid annually once the audit of our financial results is complete.

Corporate performance targets are determined near the start of each fiscal year based upon our Board-approved strategic plan and budget for that year. The Compensation Committee receives and considers the input of management in regard to setting the corporate performance targets and determining whether changes in the structure of the Incentive Plan are required.

No payments were made under the Corporation's Incentive Plan in the year ended December 31, 2015.

Cash Bonuses

From time to time, the Compensation Committee has also awarded discretionary cash bonuses based upon its assessment of an executive's performance and contributions, and may do so in the future. No cash bonuses were paid in the year ended December 31, 2015.

Retention Bonuses

During the Merger process, the Board awarded retention bonuses to certain NEOs based upon its assessment of their contributions to the Merger. Retention bonuses granted to certain NEOs in 2015 were paid in two installments with 35% of the retention bonus paid following completion of the Merger on October 15, 2015 and the remaining 65% of the retention bonus will be payable after 6 months of continued employment with AJX following completion of the Merger (April 2016). For NEOs that commenced employment with AgJunction following completion of the Merger, the Board recognized their contributions to the Merger and granted and paid such NEOs bonuses in January, 2016. As a result, such retention bonuses have been reflected in the applicable NEOs compensation earned for 2015.

Equity Incentive Compensation

The Compensation Committee has been authorized by the Board of Directors to administer our equity incentive compensation programs, which are comprised of the Share Option Plan, the Award Plan, and the Restricted Share Plan.

Share Option Plan

Historically, AgJunction has used Options issued pursuant to its Share Option Plan as a long term incentive and retention program for its NEOs, and other executives and key employees. Option grants may also occur in other circumstances such as new hires, employee promotions, key employee retention efforts, and acquisition transactions as may be approved by the Compensation Committee. Options have historically been awarded to reward demonstrated performance and leadership, to motivate future performance, to align the interests of the NEOs, and other executives and employees with those of our shareholders, and to support the retention of the executives and key employees through the term of the awards.

In view of the fact that the large majority of AgJunction's service providers are residents of the United States, in 2015, the Corporation determined that Options were not as effective as a long term incentive and retention tool for U.S. resident employees due to certain U.S. tax and securities laws, which have the effect of diminishing their value. Accordingly, the Board considered other means to incentivize and retain AgJunction Service Providers and, after consultation with AgJunction's legal counsel in the United States and Canada, the Board approved the adoption of the Restricted Share Plan. See "*Restricted Share Plan*" below.

The Share Option Plan permits the granting of Options to purchase Common Shares to our officers, Directors, key employees and key consultants. The Share Option Plan has a rolling maximum/evergreen limit for the issuance of Options up to, but not in excess of 13% of outstanding Common Shares. At December 31, 2015, there were 122,829,219 Common Shares outstanding, providing an Option limit of 15,967,798 Options of which 4,434,825 Options were outstanding representing 3.61% of the outstanding number of Common Shares. As of April 18, 2016, there were Options to purchase 6,894,238 Common Shares outstanding under the Share Option Plan (or approximately 5.6% of the 123,502,788 Common Shares outstanding as at such date).

The key features of the Share Option Plan are as follows:

- Directors, officers, employees and consultants, or those of subsidiaries, are eligible to receive Options under the Share Option Plan;
- the aggregate number of Common Shares issuable to any one person under the Share Option Plan, together with all other share compensation arrangements of the Corporation, must not exceed 7% of the then outstanding Common Shares (calculated on a non-diluted basis);
- the number of Common Shares together with all of the Corporation's other previously established or proposed share compensation arrangements issued to insiders within any one year period will not exceed 10% of the outstanding Common Shares;
- the aggregate number of Common Shares issuable to insiders at any time, under all security based compensation arrangements, must not exceed 10% of the outstanding Common Shares;

- any Options granted pursuant to the Share Option Plan shall be non-assignable;
- the vesting arrangements are within the discretion of the Board;
- the exercise price for Options is equal to the closing price of the Common Shares on the TSX on the trading day immediately preceding the date of grant;
- the term of Option grants are within the discretion of the Board, but cannot be longer than 10 years;
- the optionholder may exercise its right ("**Put Right**") to require the Corporation to purchase all or any part of the optionholder's Options by delivering to the Corporation a written notice of exercise ("**Put Notice**") specifying the number of Options with respect to which the Put Right is being exercised. Upon the exercise of a Put Right the Corporation will, at its sole discretion, deliver to the optionholder a cheque representing the purchase price for the Options specified in the Put Notice or a number of Common Shares;
- the Share Option Plan provides for the automatic extension of the exercise period of an Option that would expire during a blackout period for a maximum of 10 days following the end of such blackout period; and
- Options terminate within a period of time following an optionholder ceasing to be at least one of an employee, Director, officer or consultant of the Corporation or of a subsidiary of the Corporation. However, in the event of death, Options will expire at the earlier of the end of the original Option period or 12 months after the date of death.

The Share Option Plan requires shareholder approval for the following amendments:

- to increase the percentage of Common Shares issuable on exercise of outstanding Options at any time;
- to change the manner of determining the minimum exercise price;
- to reduce the exercise price of any outstanding Options held by insiders;
- subject to Section 8 of the Share Option Plan, to extend the term of any outstanding Option held by insiders beyond the original expiry date of such Option;
- to make any change to eligible participants which would have the effect of broadening or increasing insider participation;
- to increase the maximum limit on the number of securities that may be issued to insiders;
- to permit an optionholder to transfer or assign Options to a new beneficial optionholder other than in the case of death of the optionholder; or
- to amend the amendment or discontinuance provisions of the Share Option Plan.

The Compensation Committee, subject to the prior approval of the Board of Directors, may approve amendments relating to the Share Option Plan without further approval of the shareholders, to the extent that such amendments relate to, without limitation:

- altering, extending or accelerating the terms and conditions of vesting of any Options;
- extending the term of Options held by a person other than a person who, at the time of the extension, is an insider, provided that the term does not extend beyond ten years from the date of grant;

- reducing the exercise price of Options held by a person other than a person who, at the time of the repricing, is an insider;
- accelerating the expiry date in respect of Options;
- adding a cashless exercise feature to the Share Option Plan;
- determining the adjustment provisions pursuant to Section 10(a) of the Share Option Plan;
- amending the definitions contained within the Share Option Plan;
- amending or modifying the mechanics of exercise of Options; or
- amendments of a "housekeeping" nature.

The Corporation's Options generally have a four year vesting period and expire after five years.

Options are granted in accordance with a policy approved by the Board of Directors and provide for an exercise price equal to the closing price of the Common Shares on the TSX on the trading day immediately preceding the date of grant. The Option agreements include provisions for the acceleration of vesting upon the permanent disability or death of the optionholder and upon a change in control. In addition, they provide that Options expire thirty days after the last day of employment or engagement with the Corporation.

Options only generate value for NEOs (and other executives/employees) to the extent the price of our Common Shares on the date of exercise exceed the exercise price, and thus only provide additional compensation if the share price grows over the term of the award. For this reason we believe that Options are a motivational tool encouraging the NEOs (and other executives/employees) to undertake actions to grow shareholder value.

On October 9, 2015, the shareholders of AgJunction approved certain amendments to the Share Option Plan to increase the maximum number of Common Shares issuable under the Share Option Plan and all other security based compensation arrangements from 10% to 13% of the Common Shares issued and outstanding from time to time. Other amendments to the Share Option Plan made by the Directors included increasing the maximum number of Common Shares issuable under the Share Option Plan and all other security based compensation arrangements to any one participant from 5% to 7% of the Common Shares issued and outstanding from time to time, the inclusion of a cashless exercise feature, (described above as the "Put Right") and including tax withholding provisions for when an optionholder becomes entitled to receive Common Shares upon exercise of the Option under the Share Option Plan.

Award Plan

On April 24, 2014, upon recommendation of the Compensation Committee, the Board approved the adoption of the Award Plan, which was approved by shareholders at the Corporation's annual meeting held in 2014. The Award Plan permits the grant of Incentive Awards to Directors, officers or employees of AgJunction and any entity that is a subsidiary of the Corporation from time to time, and any other entity designated by the Board from time to time (collectively, the "**AgJunction Group**"), or a person or company engaged by one or more of the entities comprising the AgJunction Group to provide services for payment for an initial, renewable or extended period intended to be twelve months or more (collectively, "**Service Providers**").

The Board will not grant Incentive Awards according to a prescribed formula or target. Instead, the Board will take into account the individual's position, scope of responsibility, ability to affect shareholder value, the individual's historic and recent performance, and the value of the proposed Incentive Awards grant in relation to other elements of the Service Provider's total compensation. When considering the grant of Incentive Awards under the Award Plan, the Board will take into consideration the number of Incentive Awards that were previously granted to the Service Provider and the number of Options and Restricted Shares held by the Service Provider.

As of April 18, 2016, there were no Incentive Awards outstanding under the Award Plan.

The key features of the Award Plan are as follows:

- Service Providers are eligible to receive Incentive Awards under the Award Plan;
- the aggregate number of Common Shares issuable to any one person under the Award Plan, together with all other share compensation arrangements of the Corporation, must not exceed 5% of the then outstanding Common Shares (calculated on a non-diluted basis);
- the number of Common Shares together with all of the Corporation's other previously established or proposed share compensation arrangements issued to insiders within any one year period must not exceed 10% of the outstanding Common Shares;
- the aggregate number of Common Shares issuable to insiders at any time, under all security based compensation arrangements, must not exceed 10% of the outstanding Common Shares;
- any Incentive Awards granted pursuant to the Award Plan are non-assignable;
- the vesting arrangements are within the discretion of the Board;
- the term of Incentive Award grants are within the discretion of the Board, but cannot be longer than December 15th of the third calendar year following the calendar year in which the Incentive Award was granted;
- on the vesting date of an Incentive Award, the Corporation, in its sole discretion, shall have the option of settling the Incentive Award value payable to the holder by payment in cash or payment in Common Shares or a combination of both. If payment is made by Common Shares, the holder will receive one Common Share for each Incentive Award;
- the Award Plan provides that if a vesting date falls during a blackout period, such vesting date of an Incentive Award will be extended to a date which is 10 days following the end of such blackout period; and
- unvested Incentive Awards are forfeited following a participant ceasing to be a Service Provider of the AgJunction Group. However, in the event of death, all Incentive Awards will vest and as a result the deceased participant will not forfeit any Incentive Awards.

The Award Plan requires shareholder approval for the following amendments:

- to increase the maximum number of Common Shares that may be issued pursuant to the Award Plan;
- to cancel an Incentive Award and subsequently issue the holder of such Incentive Award a new Incentive Award in replacement thereof;
- to extend the term of an Incentive Award;
- to permit the assignment or transfer of an Incentive Award other than as provided for in the Award Plan;
- to add categories of eligible persons to participate in the Award Plan;
- to remove or amend sections of the Award Plan that deal with limitations on issuances;
- to amend the amendment or discontinuance provisions of the Award Plan; and
- in any other circumstance where TSX and shareholder approval is required by the TSX.

The Compensation Committee, subject to the prior approval of the Board of Directors, may approve amendments relating to the Award Plan without further approval of the shareholders, to the extent that such amendments relate to correcting any defect or supplying any omission or reconciling any inconsistency in the Award Plan and to the extent deemed necessary or desirable, establish, amend or rescind any rules and regulations relating to the Award Plan.

The Corporation did not grant any Incentive Awards in the year ended December 31, 2015.

Restricted Share Plan

On August 28, 2015, the Board approved the adoption of a Restricted Share Plan, which was approved by shareholders at the Corporation's annual and special meeting held on October 9, 2015.

Annual Restricted Share awards are made to NEOs, and to other executives, Directors and key employees. Restricted Shares may also occur in other circumstances such as new hires, employee promotions, key employee retention efforts and acquisition transactions as may be approved by the Compensation Committee. Restricted Shares are awarded to reward demonstrated performance and leadership, to motivate future performance, to align the interests of the NEOs, and other executives and employees with those of our shareholders, and to support the retention of the executives and key employees through the term of the awards.

As noted above, historically, AgJunction has used Options issued pursuant to its Share Option Plan as a long term incentive and retention program for its Service Providers. However, in view of the fact that the large majority of AgJunction's service providers are residents of the United States, Options are no longer effective as a long term incentive and retention tool due to certain U.S. tax and securities laws, which have the effect of diminishing their value. Accordingly, in 2015, the Board considered other means to incentivize and retain AgJunction service providers and, after consultation with AgJunction's legal counsel in the United States and Canada, the Board approved the adoption of the Restricted Share Plan.

The Restricted Share Plan permits the granting of Restricted Shares to our officers, Directors, key employees and key consultants. The Restricted Share Plan has a rolling maximum/evergreen limit for the issuance of Restricted Shares up to, but not in excess of 13% of the outstanding Common Shares. At December 31, 2015, there were 122,829,219 Common Shares outstanding, providing a Restricted Share limit of 15,967,798 Restricted shares at which 1,216,130 Restricted Shares were outstanding representing 0.99% of the outstanding number of Common Shares. As of April 18, 2016, there were 1,792,302 Restricted Shares outstanding under the Restricted Share Plan (or approximately 1.45% of the 123,502,788 Common Shares outstanding as at such date).

The key features of the Restricted Share Plan are as follows:

- Directors, officers, employees and consultants, or those of subsidiaries, are eligible to receive Restricted Shares under the Restricted Share Plan;
- the aggregate number of Common Shares issuable to any one person under the Restricted Share Plan, together with all other share compensation arrangements of the Corporation, must not exceed 7% of the then outstanding Common Shares (calculated on a non-diluted basis);
- the number of Common Shares together with all of the Corporation's other previously established or proposed share compensation arrangements issued to insiders within any one year period will not exceed 10% of the outstanding Common Shares;
- the aggregate number of Common Shares issuable to insiders at any time, under all security based compensation arrangements, must not exceed 10% of the outstanding Common Shares;
- any Restricted Shares granted pursuant to the Restricted Share Plan are non-assignable;
- the vesting arrangements are within the discretion of the Board;

- upon the applicable conditions to vesting having been met, on the applicable vesting date, any vested Restricted Shares will be non-forfeitable and transferable by the participant and if the conditions to vesting have not been met by the applicable vesting date, the Restricted Shares that would have vested on the applicable vesting date will be deemed to have been forfeited by the participant;
- the Restricted Share Plan provides that vested Restricted Shares will not be transferred to a participant and may not be sold by a participant during a blackout period and unvested Restricted Shares will not be transferred to AgJunction for cancellation during a blackout period; and
- unvested Restricted Shares are forfeited following a participant ceasing to be at least one of an employee, Director, officer or consultant of the Corporation or of a subsidiary of the Corporation. However, in the event of death, all Restricted Shares shall vest and as a result the deceased participant will not forfeit any Restricted Shares.

The Restricted Share Plan requires shareholder approval for the following amendments:

- to increase the maximum number of Restricted Shares issuable pursuant to the Restricted Share Plan;
- to extend the term of a Restricted Share;
- to permit the assignment or transfer of a Restricted Share other than as provided for in the Restricted Share Plan;
- to make any change to eligible participants which would have the effect of broadening the categories of persons eligible to participate in the Restricted Share Plan;
- to increase the maximum limit on the number of securities that may be issued to insiders;
- to amend the amendment or discontinuance provisions of the Restricted Share Plan; and
- in any other circumstance where TSX and shareholder approval is required by the TSX.

The Compensation Committee, subject to the prior approval of the Board of Directors, may approve amendments relating to the Restricted Share Plan without further approval of the shareholders, to the extent that such amendments relate to, without limitation:

- correct any defect or supply any omission or reconcile any inconsistency in the Restricted Share Plan;
- altering, extending or accelerating the terms and conditions of vesting of any Restricted Shares;
- amending the definitions contained within the Restricted Share Plan;
- amending or modifying the mechanics of granting of Restricted Shares;
- amendments of a "housekeeping" nature;
- to the extent deemed necessary or desirable, establishing, amending and rescinding any rules and regulations relating to the Restricted Share Plan; or
- making such determinations as deemed necessary or desirable for the administration of the Restricted Share Plan.

The Corporation's Restricted Shares have a three year vesting period. Restricted Shares granted to Mr. Vaughn have a four year vesting period, subject to Board approval after meeting performance metrics determined by the Board of Directors in consultation with Mr. Vaughn.

The Restricted Share agreements include provisions for the acceleration of vesting upon the permanent disability or death of the participant and upon a change in control. In addition, they provide that unvested Restricted Shares are forfeited on the last day of employment or engagement with the Corporation.

We believe that Restricted Shares are a motivational tool encouraging the NEOs (and other executives/employees) to undertake actions to grow shareholder value.

Retirement Savings Assistance

In order to encourage retirement savings, we have implemented programs to assist employees with retirement savings. In Canada, this objective is accomplished through an RRSP-matching plan, in the United States this objective is accomplished through a 401(k) plan, and in Australia this is accomplished through mandated superannuation contributions. We believe that this element of the compensation program contributes to make our overall program more competitive in the marketplace and supports the attraction and retention of high quality executives and employees.

Under the programs, in Canada and the United States, we will fully match employee contributions up to 5% each pay period. In Australia, the current legislated superannuation contribution is 9.5% of base salary and Incentive Plan payments.

Under certain circumstances, we may suspend the Canadian and United States retirement savings programs. Matching contributions were not suspended for any pay periods in 2015.

Compensation Determination Process

In developing our compensation program, management and the Compensation Committee have considered a variety of inputs in attempting to achieve competitive compensation packages that provide an appropriate balance between shorter-term cash compensation and longer-term equity compensation, and to properly reflect the performance and level of responsibility of the NEOs and other executive officers. In establishing the compensation for the NEOs, certain factors that have been considered include, but are not limited to, the following:

- the NEO's current total compensation;
- the NEO's individual performance;
- the qualifications of the NEO and potential for development and performance in the future;
- the strategic and operational responsibilities for which the NEO has responsibility;
- compensation levels of comparable positions at companies in our broad public technology industry category;
- cost of living changes, industry and market-performance data, and competitive compensation information received from consulting firms and professional organizations; and
- compensation of each of the NEOs relative to that of our other executive officers.

Base Salary

In late 2013, we engaged OMNI Employment Management Services, LLC ("**OMNI Group**"), a consulting firm, to assist us with a detailed market evaluation of all positions in the Corporation, and the creation of a detailed job banding structure that provides for appropriate placement and potential career progressions for employees. Every position in the Corporation was placed within the defined job bands based on OMNI's evaluation methodology. Competitive salary ranges were then established for each job band based upon data comparing AgJunction jobs and compensation rates to those of other comparably sized, small cap, tech driven organizations. Sources for market data included:

- Salary.com;

- Society for Human Resource Management (SHRM);
- Robert Half Accounting and Finance Compensation Survey;
- Robert Half IT Compensation Survey;
- Dice Technology Salary Survey; and
- Confidential Client Data.

In 2013, each of the NEOs' positions were evaluated as part of OMNI Group's job banding structure and the NEOs at such time were placed in the appropriate job band based on compensation survey information received from the above sources. For both 2014 and from January 1, 2015 to completion of the Merger, all of the NEOs were within the salary range that had been established for the appropriate job band, which is generally from the 10th percentile to the 75th percentile based on salary survey data gathered. As a result of completion of the Merger, which resulted in changes to senior management positions with AgJunction, certain of the current NEOs are no longer within the salary range established for the appropriate job band. In early 2016, the Corporation retained a cloud based compensation software company to complete a market study by the summer of 2016 of all of the Corporation's positions so the Board can review and determine the appropriate salary ranges for the NEOs

In addition to the OMNI Group process described above, for the CEO, the Compensation Committee considered the base salary, incentive compensation and Option grant levels for the Chief Executive Officers of the following small-cap technology companies during 2015 based upon regulatory filings available at that time:

Canadian-Listed Companies:

20-20 Technologies Inc.	Axia Netmedia Corporation	Computer Modeling Group
Cyberplex Inc.	Dragonwave Inc.	Gennum Corporation
GuestLogix Inc.	Intermap Technologies Corporations	Peer 1 Network Enterprises, Inc.
Aastra Technoogies Ltd.	Pure Technologies Ltd.	Redknee Solutions Inc.
Sierra Wireless, Inc.	TIO Networks Corp.	TransGaming Inc.
Vecima Networks, Inc.	Webtech Wireless Inc.	Wi-Lan Inc.
Wireless Matrix Corporation	Zedi Inc.	

United States-Listed Companies:

Digimarc Corporation	Maxwell Technologies Inc.	Openwave Systems Inc.
Opnet Technologies, Inc.	Raven Industries, Inc.	Sierra Wireless, Inc.
Trimble Navigation Limited	Universal Display Corporation	

This survey group was selected with the objective of including small-cap companies engaged in technology-related activities in Canada and the United States. Companies were sought which are engaged in similar markets - such as GPS development and manufacturing or who sold agriculture-related products – as well as other technology-related companies to provide a larger sample size.

The Canadian-listed group of companies had market capitalizations ranging from about Cdn\$15 million to Cdn\$734 million calculated as of date of the regulatory filing from which the compensation data was sourced. The United States-listed group of companies had market capitalizations ranging from US\$137 million to US\$5.3 billion calculated as of date of the regulatory filing from which the compensation data was sourced.

While the Compensation Committee reviewed compensation data from United States-listed companies, greater priority was placed on the compensation information provided by Canadian-listed public companies for purposes of benchmarking the base salary, target incentive rate and Options grants.

At no time since the most recently completed financial year of the Corporation, has a compensation consultant or advisor been formally retained by the Corporation to assist the Board or the Compensation Committee in determining the compensation of the directors or executive officers of the Corporation.

Incentive Plan

For 2015, as described earlier, corporate performance targets were established based on profitability before incentive payments. No payments were made under the Corporation's Incentive Plan in the year ended December 31, 2015 as the Corporation's performance goals were not achieved.

Options

In prior years, management and the Compensation Committee have viewed Option awards as a critical element of the compensation program for the NEOs, other executives and key employees. The number of Options awarded to a particular NEO or officer is subject to adjustment depending upon consideration of a number of factors, including the performance of the NEO or other executive for the particular year. Previous grants of option-based awards are not generally considered when evaluating new grants. Special Option grants are also awarded occasionally to reward performance related to specific projects and activities or to achieve other objectives including retention.

The annual Option grant for the CEO has historically been based upon evaluation of his current year performance as well as internally prepared compensation survey data as described previously. At April 18, 2016, the CEO held 3,040,327 Options representing 2.46% of the outstanding Common Shares on such date. Such Options were granted in accordance with Mr. Vaughn's employment agreement.

Restricted Shares

Due to certain tax disadvantages of Options, going forward, management and the Compensation Committee view Restricted Shares as a critical element of the compensation program for NEOs, other executives and key employees. The number of Restricted Shares awarded to a particular NEO or officer is subject to adjustment depending upon consideration of a number of factors, including the performance of the NEO or other executive for the particular year. Previous grants of share-based awards are not generally considered when evaluating new grants. Special Restricted Share grants are also awarded occasionally to reward performance related to specific projects and activities or to achieve other objectives including retention.

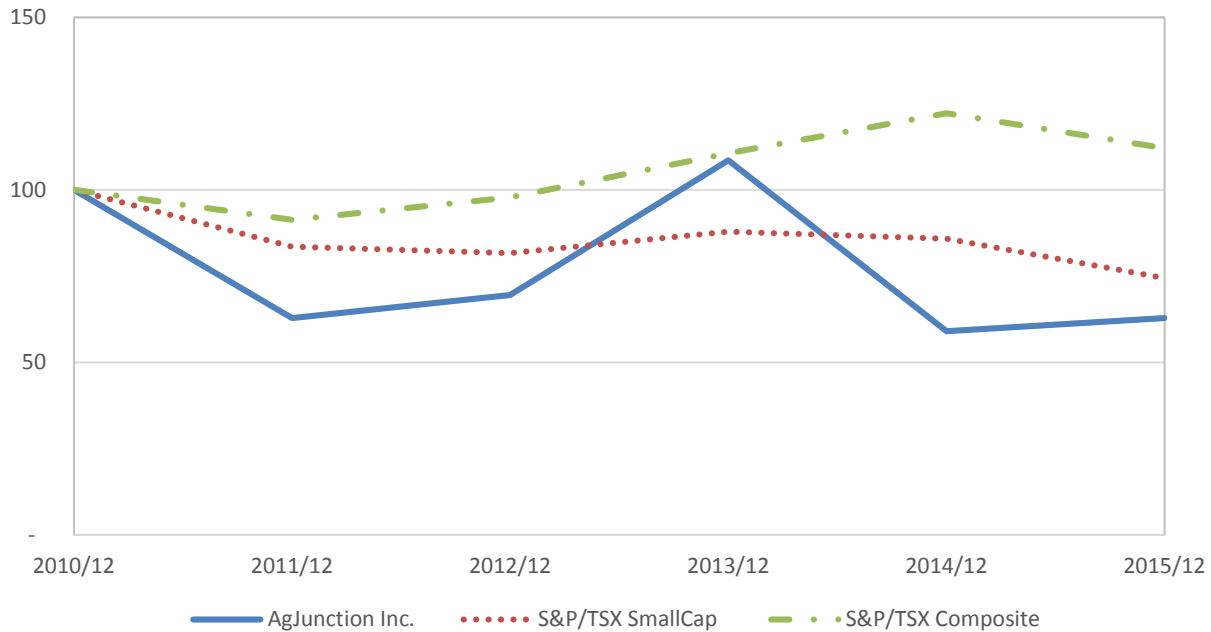
The grant of Restricted Shares to the CEO is based upon his employment agreement with AgJunction. At April 18, 2016, the CEO held 1,216,130 Restricted Shares representing 0.98% of the outstanding Common Shares on such date. Such Restricted Shares were granted in accordance with Mr. Vaughn's employment agreement.

Incentive Awards

There were no Incentive Awards granted to the NEOs in 2015.

Performance Graph

The following graph illustrates our five year cumulative shareholder return, as measured by the closing price of our Common Shares at the end of each financial year, assuming an initial investment of \$100 on December 31, 2010, compared to the S&P/TSX Composite Index and the S&P/TSX Canadian SmallCap Index, assuming the reinvestment of dividends where applicable.



	2010/12	2011/12	2012/12	2013/12	2014/12	2015/12
AgJunction Inc.	100	63	70	109	59	63
S&P/TSX Composite Index ⁽¹⁾	100	91	98	111	122	112
S&P/TSX SmallCap Index ⁽¹⁾	100	84	82	88	86	74

Note:

(1) Total Return Index.

As described in previous sections, the compensation for NEOs is determined by corporate performance.

The base salary and non-equity incentive elements of compensation were designed to motivate and reward corporate and individual performance for objectives designed to increase the Corporation's share price in the mid to long term. The primary factor determining payout under our Incentive Plan in 2014 and 2015 was profitability. In 2014 and 2015 company performance goals were not achieved, and as a result, there were no Incentive Plan payments awarded to the NEOs for those years.

It is our objective to focus executive compensation on factors that build long term growth in the value of AgJunction such as revenue generation, profitability and initiatives that enhance our ability to grow profitably. While we believe that these factors should cause our share price to grow in the long term, they will not necessarily result in a consistent trend in annual non-equity executive compensation versus our share price – as that trend has a much shorter term focus.

Summary Compensation Table

The following table sets forth for the years ended December 31, 2015, 2014 and 2013 information concerning the compensation paid to the Named Executive Officers. Amounts reported in this Information Circular are in United States dollars as this is the reporting currency used in our consolidated financial statements. All NEOs were remunerated in United States dollars in 2015 with the exception of Neil Rutland, who was remunerated in Australian Dollars. Unless otherwise stated, each element of compensation described in this Information Circular has been paid in US dollars or is converted to US dollars using the average daily exchange rate for the applicable period. For 2015,

2014 and 2013, the exchange rates applied from Canadian dollars to US dollars were \$1.2787, \$1.1045 and \$1.0299, respectively and from Australian dollars to US dollars were \$1.3319, \$1.1095, and \$1.0331, respectively.

Name and principal position	Year	Salary ⁽¹⁾ (\$)	Share-based awards ⁽²⁾ (\$)	Option-based awards ⁽³⁾ (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation ⁽⁵⁾ (\$)	Total compensation (\$)
					Annual incentive plans ⁽⁴⁾	Long-term incentive plans			
David Vaughn ⁽⁶⁾ President and Chief Executive Officer	2015 2014 2013	62,500 ⁽⁶⁾ - -	487,707 - -	665,748 - -	- - -	- - -	- - -	250,000 - -	1,465,955 - -
Richard Heiniger ⁽⁷⁾ Former President and Chief Executive Officer	2015 2014 2013	230,885 290,000 290,000	- 9,686 3,790	- - 42,183	- - 194,300	- - -	- - -	321,558 11,386 -	552,443 311,072 530,273
Michael Manning ⁽⁸⁾ Senior Vice President and Chief Financial Officer	2015 2014 2013	160,266 - -	- - -	- - -	- - -	- - -	- - -	- - -	160,266 - -
Robert Wesley Dittmer ⁽⁹⁾ Former Senior Vice President and Chief Financial Officer	2015 2014 2013	124,049 264,620 234,438	- - -	- - 4,669	- - 117,144	- - -	- - -	24,595 11,427 37,776	148,644 276,047 394,027
Mark Bittner ⁽¹⁰⁾⁽¹¹⁾ Senior Vice President Global Sales and Customer Care	2015 2014 2013	50,000 - -	- - -	- - -	- - -	- - -	- - -	66,700 - -	116,700 - -
Husam Kal ⁽¹⁰⁾⁽¹²⁾ Senior Vice President Global Operations & Information Business Systems	2015 2014 2013	47,917 - -	- - -	- - -	- - -	- - -	- - -	82,396 - -	130,312 - -
Charles Wohlers ⁽¹⁰⁾ Former Vice President Operations	2015 2014 2013	166,500 159,618 143,334	- 4,200 2,051	- - 1,867	- - 50,167	- - -	- - -	156,135 235 5,300	322,635 164,053 202,719
Jeffrey Farrar ⁽¹³⁾ Vice President Sales	2015 2014 2013	185,436 184,884 140,000	- 3,698 2,972	- - 3,085	- - 64,975	- - -	- - -	65,876 7,543 14,542	251,312 196,125 225,574
Neil Rutland ⁽¹⁴⁾ Vice President Global Engineering	2015 2014 2013	142,066 172,928 182,788	- - -	- - 3,664	- - 54,841	- - -	- - -	60,152 16,394 16,355	202,218 189,322 257,648

Notes:

- (1) Base salaries for the NEOs at December 31, 2015 are as follows: David Vaughn \$300,000 (2014: not applicable); Richard Heiniger \$290,000 (2014: \$290,000); Michael Manning was employed through Tarsus CFO Services, LLC as a contractor and paid \$140 per hour (2014: not applicable); Robert Wesley Dittmer \$272,559 (2014: \$269,860); Mark Bittner \$240,000 (2014: not applicable); Husam Kal \$230,000 (2014: not applicable); Charles Wohlers \$166,500 (2014: \$164,850); Jeffrey Farrar \$185,436 (2014: \$183,600); and Neil Rutland \$144,001 (2014: \$159,903). Mr. Rutland's base salary was converted from Australian dollars to US dollars using the exchange rates of \$1.3319 for 2015, \$1.1095 for 2014 and \$1.0331 for 2013.
- (2) Share-based awards for 2015 represent Restricted Shares. AgJunction uses the Black-Scholes method for calculating the fair market value of Restricted Shares based the following weighted average assumptions for 2015: time to expiry of 3.75 years, closing Common Share price of CDN\$0.60, interest rate using the average yield of marketable bonds from Bank of Canada website of 0.63 and volatility of 0.49%. Share-based awards for 2014 and 2013 represent the employer matching on the Employee Stock Purchase Program (ESPP). AgJunction provided matching contributions up to half of the employee contributions with a maximum match of 2% of salary. The employee and employer contributions were calculated monthly using an average of the mid-month and end of the month exchange rates. Common Shares were purchased monthly for the ESPP, which terminated on December 31, 2014.
- (3) Options granted to NEOs are valued based on the grant date fair value of the applicable Option grant. There were no Options granted in 2014. Fair value is determined in a manner consistent with that used in preparing the Corporation's consolidated financial statements. This approach uses the Black-Scholes option pricing model with the following weighted average assumptions for 2015: zero dividend yield (2014 – not applicable; 2013 – unchanged from 2015); weighted average volatility of 49% (2014 – not applicable; 2013 – 61%); risk-free rate of 0.63% (2014 – not applicable; 2013 – 1.99%); a pre-vest forfeiture rate of 12.4% (2014 – not applicable; 2013 – unchanged from 2015) and expected stock option life of 3 years (2014 – unchanged; 2013 – 3.6 years). Fair values have been calculated in Canadian dollars and converted to US dollars based on the Bank of Canada daily noon exchange rates on December 31, 2015, 2014 and 2013 of \$1.384, \$1.1601 and \$1.0636, respectively.
- (4) Amounts reported as payable under annual incentive plans represent amounts payable as described in the section on the Incentive Plan starting on page 21 of this Information Circular. Amounts are reported in the year in which the incentive payment was earned, but the amounts may be paid in that year, or in the following year upon completion of the audited financial statements for such year.

- (5) Other compensation includes retirement savings assistance, fitness membership reimbursements, severance, signing bonus, car allowance, retention bonuses and accrued vacation paid upon termination.
- (6) Prior to the Merger closing, Mr. Vaughn was the Chief Executive Officer of Novariant, which upon closing of the Merger became an indirect wholly owned subsidiary of AgJunction. In 2013, Mr. Vaughn received the following compensation from Novariant, a salary of \$285,000, 7,069,144 Novariant stock options and payment of \$125,000 under Novariant's annual incentive plans. In 2014, Mr. Vaughn received a salary of \$180,000 from Novariant and earned a \$40,000 discretionary bonus that was paid in late 2015. From January 1, 2015 to October 15, 2015, Mr. Vaughn was the President and Chief Executive Officer of Novariant and received a salary of \$180,000 during that period. Effective October 16, 2015, Mr. Vaughn was appointed the President and Chief Executive Officer of AgJunction. In connection with the Merger, Mr. Vaughn signed an MRP Participant Agreement and received 1,415,217 MRP Shares. Additionally, as awarded in accordance with his employment agreement Mr. Vaughn received 1,216,130 Restricted Shares and 3,040,327 Options.
- (7) Richard Heiniger was replaced by David Vaughn as President and Chief Financial Officer effective October 16, 2015. Included in all other compensation, Mr. Heiniger received a severance payment of \$290,000 in accordance with the terms of his employment agreement (prior to applicable tax withholdings) and accrued vacation pay of \$19,176.
- (8) Mr. Manning was appointed Interim Senior Vice President and Chief Financial Officer effective July 7, 2015. On March 28, 2016, the Corporation announced that Mr. Manning was appointed Senior Vice President and Chief Financial Officer effective April 1, 2016 and will no longer carry the "interim" title.
- (9) Mr. Dittmer resigned as an officer of AgJunction effective June 12, 2015. Included in all other compensation for Mr. Dittmer is accrued vacation pay in accordance with the terms of his employment contract of \$17,337 (prior to applicable tax withholdings). In addition, all Options granted to Mr. Dittmer expired unexercised.
- (10) On October 15, 2015, the Corporation completed the Merger resulting in changes to senior management positions within the Corporation. Effective October 16, 2015, Mr. Mark Bittner and Mr. Husam Kal were named executive officers. Effective October 16, 2015, Mr. Wohlers was no longer an executive officer of AgJunction but entered into an agreement with AgJunction for continued employment for up to six months following close of the Merger. Mr. Wohlers resigned as an employee of the Corporation effective February 29, 2016. Included in all other compensation for Mr. Wohlers is severance payments in accordance with the terms of his employment agreement of \$83,250, retention bonus of \$58,275 and automobile allowance of \$6,500. The retention bonus was paid to Mr. Wohlers on February 29, 2016 in addition to accrued vacation pay of \$8,110.
- (11) Prior to the Merger closing, Mr. Bittner was the Senior Vice-President Global Sales and Marketing of Novariant, which upon closing of the Merger became an indirect wholly owned subsidiary of AgJunction. In 2013, Mr. Bittner received the following compensation from Novariant, a salary of \$225,000, 100,000 Novariant stock options and payment of \$120,000 under Novariant's annual incentive plans. In 2014, Mr. Bittner received a salary of \$240,000 from Novariant, 200,000 Novariant stock options and earned a \$60,000 discretionary bonus that was paid in late 2015. From January 1, 2015 to October 15, 2015, Mr. Bittner was the Senior Vice-President Global Sales and Marketing of Novariant and received a salary of \$240,000 during that period. Effective October 16, 2015, Mr. Bittner was appointed the Senior Vice President Global Sales and Customer Care of AgJunction. In connection with the Merger, Mr. Bittner signed an MRP Participant Agreement and received 353,804 MRP Shares. Included in all other compensation for Mr. Bittner is 401k payments, auto allowance and a \$60,000 retention bonus earned by Mr. Bittner in the year ended December 31, 2015 and paid to Mr. Bittner on January 31, 2016.
- (12) Prior to the Merger closing, Mr. Kal was the Senior Vice-President of Engineering and Operations of Novariant, which upon closing of the Merger became an indirect wholly owned subsidiary of AgJunction. In 2013, Mr. Kal received the following compensation from Novariant, a salary of \$215,000, 100,000 Novariant stock options and payment of \$110,250 under Novariant's annual incentive plans. In 2014, Mr. Kal received a salary of \$230,000 from Novariant, 200,000 Novariant stock options and earned a \$60,000 discretionary bonus that was paid in late 2015. From January 1, 2015 to October 15, 2015, Mr. Kal was the Senior Vice-President of Engineering and Operations of Novariant and received a salary of \$230,000 during that period. Effective October 16, 2015, Mr. Kal was appointed the Senior Vice President Global Operations and Information Business Systems of AgJunction. In connection with the Merger, Mr. Kal signed an MRP Participant Agreement and received 353,804 MRP Shares. Included in all other compensation for Mr. Kal is 401k payments and an \$80,000 retention bonus earned by Mr. Kal in the year ended December 31, 2015 and paid to Mr. Kal on January 31, 2016.
- (13) Included in all other compensation for Mr. Farrar is 401k employer match payments and a \$55,631 retention bonus earned by Mr. Farrar in the year ended December 31, 2015. The retention bonus has been paid to Mr. Farrar in two installments, \$19,471 was paid out in the year ended December 31, 2015 and the remaining amount, \$36,160, was paid to Mr. Farrar on April 15, 2016. If Mr. Farrar would have voluntarily left employment with AgJunction prior to April 15, 2016, he would not have been entitled to receive the remaining amount of his retention bonus.
- (14) Included in all other compensation for Mr. Rutland is employer superannuation contributions of \$15,633 and a \$44,520 retention bonus earned by Mr. Rutland in the year ended December 31, 2015. The retention bonus will be paid to Mr. Rutland in two installments, \$15,582 was paid out in the year ended December 31, 2015 and the remaining amount, \$28,938, is to be paid to Mr. Rutland on April 22, 2016 contingent on continued employment.. Should Mr. Rutland voluntarily leave his employment with AgJunction prior to April 22, 2016, he will not be entitled to receive the remaining amount of his retention bonus.

Incentive Plan Awards

Details relating to our equity and non-equity incentive plans have been included in the Compensation Discussion and Analysis section of this Information Circular.

Outstanding Share-based Awards and Option-based Awards

The following table sets forth for each Named Executive Officer all option-based awards and share-based awards outstanding at the end of the year ended December 31, 2015.

Name	Option-based Awards				Share-based Awards ⁽³⁾		
	Number of securities underlying unexercised options (#)	Option exercise price ⁽¹⁾ (\$)	Option expiration date	Value of unexercised in-the-money options ⁽²⁾ (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested ⁽⁴⁾ (\$)	Market or payout value of vested share-based awards not paid out or distributed ⁽⁵⁾ (\$)
David Vaughn	3,040,327	0.43	19-Oct-20	152,016	1,216,130	583,742	-
Richard W. Heiniger ⁽⁷⁾	15,000	0.45	20-Dec-16	450	-	-	-
	600,000	0.46	6-Sep-17	12,000	-	-	-
	123,889	0.81	27-Dec-18	-	-	-	-
Michael Manning	-	-	-	-	-	-	-
Robert Wesley Dittmer ⁽⁶⁾	-	-	-	-	-	-	-
Mark Bittner	-	-	-	-	-	-	-
Husam Kal	-	-	-	-	-	-	-
Charles Wohlers ⁽⁸⁾	40,000	0.52	21-Mar-18	-	-	-	-
	35,045	0.81	27-Dec-18	-	-	-	-
Jeffrey Farrar	15,000	0.45	21-Dec-16	450	-	-	-
	25,000	0.50	1-Nov-17	-	-	-	-
	31,250	0.81	27-Dec-18	-	-	-	-
Neil Rutland	15,000	0.45	21-Dec-16	450	-	-	-
	40,000	0.52	21-Mar-18	-	-	-	-
	46,864	0.81	27-Dec-18	-	-	-	-

Notes:

- (1) Exercise prices and trading prices have been converted to U.S. dollars at the Bank of Canada daily noon exchange rate on December 31, 2015 of \$1.384.
- (2) Calculated based on the difference between the closing price of the Common Shares on December 31, 2015 (USD\$0.48) and the exercise price of the Options. This value is calculated based on all vested and unvested Options.
- (3) Share-based awards are Restricted Shares.
- (4) Calculated by multiplying the number of Restricted Shares that have not vested as at December 31, 2015 by the market price of the Common Shares at December 31, 2015 (USD\$0.48). The value is converted to U.S. dollars at the Bank of Canada daily noon exchange rate on December 31, 2015 at \$1.384.
- (5) There were no vested Restricted Shares as at December 31, 2015.
- (6) Mr. Dittmer resigned on June 12, 2015. His options were expired unexercised 30 days following his resignation date.
- (7) Upon closing of the Merger, Mr. Heiniger entered into a four year consulting agreement with AgJunction, and as a result, his existing Options will not expire.
- (8) Mr. Wohlers ceased to be an executive officer of AgJunction on October 16, 2015 but continued as an employee of AgJunction until February 29, 2016. Mr. Wohlers' Options expired March 29, 2016.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth for each Named Executive Officer, the value of option-based awards and share-based awards which vested during the year ended December 31, 2015 and the value of non-equity incentive plan compensation earned during the year ended December 31, 2015.

Name	Option-based awards – Value vested during the year ⁽¹⁾ (\$)	Share-based awards – Value vested during the year (\$) ⁽²⁾	Non-equity incentive plan compensation – Value earned during the year (\$)
David Vaughn	6,334	-	-
Richard Heiniger ⁽³⁾	3,113	-	-
Michael Manning	-	-	-
Robert Wesley Dittmer ⁽⁴⁾	-	-	-
Mark Bittner	-	-	-
Husam Kal	-	-	-
Charles Wohlers	-	-	-
Jeffrey Farrar	113	-	-
Neil Rutland	113	-	-

Notes:

- (1) Calculated based on the difference between the closing price of the Corporation's Common Shares on the vesting date and the exercise price of the Options on the vesting date. As the Corporation's share price is quoted in Canadian dollars, the value is calculated in Canadian dollars and converted to U.S. dollars based on the Bank of Canada daily noon exchange rate on December 31, 2015 of \$1.384.
- (2) Calculated based on multiplying the market price of the Common Shares on the vesting date by the number of vested Restricted Shares. The value is converted to U.S. dollars at the Bank of Canada daily noon exchange rate on December 31, 2015 at \$1.384. The Restricted Shares issued to Mr. Vaughn in accordance with his employment agreement have a four year vesting schedule. As of December 31, 2015, no Restricted Shares had vested.
- (3) Upon closing of the Merger, Mr. Heiniger entered into a four year consulting agreement with AgJunction, and as a result, his existing Options will not expire.
- (4) Mr. Dittmer resigned on June 12, 2015. His options were expired unexercised 30 days following his resignation date.

Pension Plan Benefits

We do not have a pension plan for our NEOs or other employees.

Termination and Change of Control Arrangements**Termination**

The Corporation has entered into executive employment agreements with David Vaughn, Robert Wesley Dittmer, Mark Bittner, Husam Kal, Charles Wohlers, Jeffrey Farrar and Neil Rutland (the "**Employment Agreements**").

Under Mr. Vaughn's employment agreement, he is entitled to the pro rata share of his annual base salary, six months COBRA coverage and a retiring allowance of 12 months of his annual base salary.

Mr. Bittner's employment agreement provides six months of his annual base salary payable at the same time as regular payroll and six months COBRA coverage. Payments cease upon receiving another job. Mr. Kal's employment agreement provides six months of his annual base salary payable at the same time as regular payroll. Payments cease upon receiving another job.

The agreements with Mr. Dittmer and Mr. Wohlers provided for termination payments equal to one month of compensation for each quarter employed, with a limitation of 6 months. Mr. Farrar's employment agreement did not include any provisions for termination payments.

Under Mr. Rutland's employment agreement, he is entitled to three months' notice or pay in lieu of notice plus superannuation. In addition, if the Corporation were to eliminate his position, Mr. Rutland's vacation balance would be paid out, plus superannuation.

The employment agreements for all NEOs include payment of accrued unused vacation balances.

Following termination, vested Options held by the NEOs on the termination date can be exercised for 30 days, any vested Incentive Awards remaining unpaid shall be paid following the termination date and any vested Restricted Shares that have not been delivered to the participant will be delivered to such person following the termination date.

Mr. Dittmer resigned as an officer of AgJunction effective June 12, 2015. In connection with Mr. Dittmer's resignation and pursuant to Mr. Dittmer's Employment Agreement, Mr. Dittmer was paid \$17,337 (prior to applicable tax withholdings) for accrued vacation. In addition, all Options granted to Mr. Dittmer expired, unexercised.

Following the completion of the Merger, Mr. Heiniger, remained as a consultant but was no longer an employee or an executive officer and as a result received severance payment in the amount of \$290,000 plus accrued vacation of \$19,176.

Effective October 16, 2015, Mr. Wohlers was no longer an executive officer of AgJunction but continued on as an employee of AgJunction until February 29, 2016. Mr. Wohlers was paid \$83,250 for severance, \$58,275 as a retention bonus and \$8,110 accrued vacation pay. In addition, all Options granted to Mr. Wohlers expired March 29, 2016.

Change in Control

For all NEOs, upon a change of control: (a) Options that are not vested will immediately vest and become exercisable upon a change of control event until the share options expire in accordance with their terms; (b) all issued and outstanding Restricted Shares shall vest and the vesting date for such Restricted Shares will be the date immediately prior to the time such change of control takes place; and (c) all issued and outstanding Incentive Awards shall vest and the vesting date for the balance of the Incentive Award value underlying such Incentive Awards that remains to be paid as of such time shall be the date immediately prior to the time such change of control takes place.

The following table contains the estimated incremental payments, payables and benefits that would arise assuming a termination date of December 31, 2015, pursuant to the terms and conditions of the executive employment agreements only.

Name	Event	Cash Payments⁽¹⁾⁽²⁾ (\$)	Value of Equity and Share-based awards ⁽³⁾ (\$)	Total (\$)
David Vaughn	Termination with cause	-	-	-
	Termination without cause	300,000	1,415,063	1,715,063
	Change of Control with:			
	Constructive dismissal – with termination	300,000	1,415,063	1,715,063
	Constructive dismissal – no termination	-	-	-
Michael Manning	Termination with cause	-	-	-
	Termination without cause	-	-	-
	Change of Control with:			
	Constructive dismissal – with termination	-	-	-
	Constructive dismissal – no termination	-	-	-
Mark Bittner	Termination with cause	-	-	-
	Termination without cause	126,738	169,826	296,564
	Change of Control with:			
	Constructive dismissal – with termination	126,738	169,826	296,564
	Constructive dismissal – no termination	-	-	-
Husam Kal	Termination with cause	-	-	-
	Termination without cause	115,000	169,826	284,826
	Change of Control with:			
	Constructive dismissal – with termination	115,000	169,826	284,826
	Constructive dismissal – no termination	-	-	-
Jeffrey Farrar	Termination with cause	-	-	-
	Termination without cause	-	-	-
	Change of Control with:			
	Constructive dismissal – with termination	-	-	-
	Constructive dismissal – no termination	-	-	-
Neil Rutland	Termination with cause	-	-	-
	Termination without cause	51,297	450	51,747
	Change of Control with:			
	Constructive dismissal – with termination	51,297	450	51,747
	Constructive dismissal – no termination	-	-	-

Notes:

- (1) This table includes only the incremental amounts payable including accrued vacation upon termination on December 31, 2015 and change of control that are payable by contract with the NEOs.
- (2) Amounts for NEOs compensated in Canadian dollars are converted to US dollars using the Bank of Canada daily noon exchange rate on December 31, 2015 of \$1.384.
- (3) The value of Options that vest upon change of control are calculated as the difference between the closing price of the Corporation's Common Shares on December 31, 2015 USD\$0.48 and the exercise price of the Options. The Restricted Share calculations are based on multiplying the market value of the Common Shares at December 31, 2015 of USD\$0.48 by the number of Restricted Shares that vested. The value is converted to U.S. dollars at the Bank of Canada daily noon exchange rate on December 31, 2015 at \$1.384. The Options held by Messrs. Farrar and Rutland at December 31, 2015 had an exercise price greater than the closing price, therefore there was no reportable value.

Director Compensation

Directors' Summary Compensation Table

The following table sets forth for the year ended December 31, 2015, information concerning the compensation paid to our Directors other than Directors who are also Named Executive Officers.

Name	Fees earned (\$) ⁽¹⁾	Share-based awards ⁽²⁾ (\$)	Option- based awards (\$) ⁽²⁾	Non-equity incentive plan compensation (\$)	All other compensation (\$)	Total (\$)
Mark W. Anderson	43,000	-	-	-	-	43,000
Barry D. Batcheller	33,501	-	-	-	30,000 ⁽³⁾	63,501
Paul G. Cataford	64,519	-	-	-	-	64,519
Jonathan W. Ladd ⁽⁴⁾⁽⁵⁾	19,646	-	-	-	60,074 ⁽⁶⁾	79,720
Michael J. Lang	91,499	-	-	-	-	91,499
John M. Tye III	62,000	-	-	-	-	62,000
Jose F. Suarez ⁽⁴⁾	-	-	-	-	-	-

Notes:

- (1) Fees paid to Canadian directors were paid in Canadian dollars and converted to U.S. dollars at an average daily noon exchange rate for 2015 of \$1.2787.
- (2) No Restricted Shares or Options were granted to Directors for the year ended December 31, 2015.
- (3) Mr. Batcheller resigned as a director on October 15, 2015 upon closing of the Merger and was paid a retiring allowance of \$30,000.
- (4) Messrs. Ladd and Suarez were elected as Directors of the Corporation on October 15, 2015 upon closing of the Merger. Mr. Suarez is a non-compensated Director and is a representative of Investor Growth Capital, Inc. (IGC).
- (5) In connection with the Merger, Mr. Ladd signed an MRP Participant Agreement and received 530,706 MRP Shares.
- (6) Mr. Ladd is compensated as Special Advisor to the CEO at an hourly rate of \$135 plus expenses. This represents the amount paid for services rendered from October 16, 2015 to December 31, 2015.

Directors who are also executive officers of AgJunction do not receive compensation for acting in their capacities as Directors.

Directors who are not executive officers receive compensation for serving in their capacity as such as determined by the Compensation Committee. The key elements of the compensation of Directors in 2015 are as follows:

- Directors fees - Cdn\$30,000 per year for each Director;
- Chairman retainers are paid as follows:
 - Chairman of the Board – Cdn\$47,500 per year;
 - Audit Committee Chairman – Cdn\$13,000 per year;
 - Compensation Committee Chairman – Cdn\$7,500 per year; and
 - Corporate Governance Committee Chairman – Cdn\$7,500 per year.
- Meeting fees – Cdn\$1,500 for each board meeting; Cdn\$1,250 for each committee meeting; Cdn\$500 for special meetings less than 4 hours in length and Cdn\$1,000 for special meetings greater than 4 hours; and

- All Directors are reimbursed for out-of-pocket expenses incurred in connection with the performance of their duties.

Directors' Outstanding Option-Based Awards and Share-Based Awards

The following table sets forth for each of our Directors, other than Directors who are also Named Executive Officers, all option-based awards and share-based awards outstanding at the end of the year ended December 31, 2015.

Name	Option-based Awards				Share-based Awards ⁽³⁾		
	Number of securities underlying unexercised options (#)	Option exercise price ⁽¹⁾ (\$)	Option expiration date	Value of unexercised in-the-money options ⁽²⁾ (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Mark W. Anderson	15,000	0.52	Mar 21, 2018	-	-	-	-
	15,000	0.81	Dec 27, 2018	-	-	-	-
Barry D. Batcheller ⁽⁴⁾	-	-	-	-	-	-	-
Paul G. Cataford	15,000	0.45	Dec 20, 2016	450	-	-	-
	15,000	0.52	Mar 21, 2018	-	-	-	-
	15,000	0.81	Dec 27, 2018	-	-	-	-
Jonathan W. Ladd	-	-	-	-	-	-	-
Michael J. Lang	15,000	0.45	Dec 20, 2016	450	-	-	-
	15,000	0.52	Mar 21, 2018	-	-	-	-
	15,000	0.81	Dec 27, 2018	-	-	-	-
John M. Tye III	15,000	0.45	Dec 20, 2016	450	-	-	-
	15,000	0.52	Mar 21, 2018	-	-	-	-
	15,000	0.81	Dec 27, 2018	-	-	-	-
Jose F. Suarez	-	-	-	-	-	-	-

Notes:

- (1) Exercise prices and trading prices have been converted to U.S. dollars at the Bank of Canada daily noon exchange rate on December 31, 2015 of \$1.384
- (2) Calculated based on the difference between the closing price of the Corporation's Common Shares on December 31, 2015 (USD\$0.48) and the exercise price of the Options. This value is calculated based on all vested and unvested Options.
- (3) Share-based awards are Restricted Shares. No share-based awards were granted to Directors in the year ended December 31, 2015.
- (4) Mr. Batcheller resigned as a Director on October 15, 2015 and voluntarily forfeited his Options.

Directors' Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth for each of our Directors other than Directors who are also Named Executive Officers, the value of option-based awards and share-based awards which vested during the year ended December 31, 2015 and the value of non-equity incentive plan compensation earned during the year ended December 31, 2015.

Name	Option-based awards – Value vested during the year ⁽¹⁾ (\$)	Share-based awards – Value vested during the year ⁽²⁾ (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Mark W. Anderson	-	-	-
Barry D. Batcheller ⁽³⁾	-	-	-
Paul G. Cataford	113	-	-
Jonathan W. Ladd	-	-	-
Michael J. Lang	113	-	-
John M. Tye III	113	-	-

Name	Option-based awards – Value vested during the year ⁽¹⁾ (\$)	Share-based awards – Value vested during the year ⁽²⁾ (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Jose Suarez	-	-	-

Notes:

- (1) Calculated based on the difference between the closing price of the Corporation's Common Shares on the vesting date and the exercise price of the Options on the vesting date. As the Corporation's share price is quoted in Canadian dollars, the value is calculated in Canadian dollars and converted to U.S. dollars based on the Bank of Canada daily noon exchange rate on December 31, 2015 of \$1.384.
- (2) Calculated based on multiplying the market price of the Common Shares on the vesting date by the number of vested Restricted Shares. The value is converted to U.S. dollars at the Bank of Canada daily noon exchange rate on December 31, 2015 at \$1.384. As of December 31, 2015, no Restricted Shares had vested.
- (3) Mr. Batcheller resigned as a Director on October 15, 2015 and voluntarily forfeited his Options.

Securities Authorized for Issuance Under Equity Compensation Plans

The following sets forth information in respect of securities authorized for issuance under our equity compensation plans as at December 31, 2015.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights ⁽¹⁾ (a)	Weighted average exercise price of outstanding options, warrants and rights ⁽²⁾ (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) ⁽¹⁾ (c)
Equity compensation plans approved by securityholders			
Share Option Plan	4,435,825	\$0.48	7,485,410
Restricted Share Plan	1,216,130	\$0.00	7,485,410
Award Plan	-	-	3,800,533
Equity compensation plans not approved by securityholders	-	-	-
Total	8,482,388	\$0.48	7,485,410 ⁽³⁾

Notes:

- (1) Each of the Share Option Plan and the Restricted Share Plan have a rolling maximum/evergreen limit for the issuance of Options, Restricted Shares and all other securities under the Corporations equity compensation plans of up to 13% of the outstanding Common Shares from time to time. As at December 31, 2015, 4,434,825 Options were outstanding representing 3.61% of the outstanding number of Common Shares. As at December 31, 2015, 1,216,130 Restricted Shares were outstanding representing 0.99% of the outstanding number of Common Shares. The Award Plan has a rolling maximum/evergreen limit for the issuance of Incentive Awards and all other securities under the Corporations equity compensation plans of up to 10% of the outstanding Common Shares from time to time. The Corporation does not have any Incentive Awards outstanding under the Award Plan.
- (2) Exercise prices were converted from Canadian dollars to US dollars using the Bank of Canada daily noon exchange rate on December 31, 2015 of \$1.384.
- (3) This number represents the total number of securities remaining available for future issuances under the Share Option Plan and Restricted Share Plan. AgJunction does not currently intend on issuing Incentive Awards under the Award Plan.

INDEBTEDNESS OF DIRECTORS AND OFFICERS

None of the directors, executive officers, employees, or former directors, officers or employees of AgJunction nor any of its associates or affiliates is now or has been indebted to AgJunction or any of its subsidiaries since the commencement of the last completed fiscal year, nor is, or at any time since the beginning of the most recently completed financial year has, any indebtedness of any such person been subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by AgJunction or any of its subsidiaries.

INTERESTS OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON AT THE MEETING

AgJunction is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer since the beginning of the most recently completed

financial year or nominee for director of AgJunction, or of any associate or affiliate of the foregoing, in respect of any matter to be acted on at the Meeting, other than the election of directors and appointment of auditors.

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise set forth herein, AgJunction is not aware of any interest, direct or indirect, of any Informed Person (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) of AgJunction, any proposed director of AgJunction, or any associate or affiliate of any Informed Person or proposed director, in any transaction since January 1, 2015, or any proposed transaction which has materially affected or would materially affect AgJunction, other than upon closing of the Merger, former Novariant shareholders, who are currently officers or Directors of AgJunction received Common Shares in exchange for their Novariant securities. Additionally, the Merger resulted in a new shareholder holding more than ten percent of the voting rights attached to Common Shares, changes in senior management positions within AgJunction, changes to the members of the Board and certain changes to the Corporation's executive compensation program. For further information, please see "*Matters to Be Acted Upon at the Meeting – Appointment of Directors – Election of Directors*", "*Voting Shares and Principal Holders Thereof*" and "*Executive Compensation*" in this Information Circular.

OTHER MATTERS

Management knows of no amendment, variation or other matter to come before the Meeting other than the matters referred to in the Notice. However, if any other matter properly comes before the Meeting, the accompanying Instrument of Proxy will be voted on such matter in accordance with the best judgment of the person or persons voting the Instrument of Proxy.

ADDITIONAL INFORMATION

Additional information relating to the Corporation is on SEDAR at www.sedar.com. Financial information is provided in our comparative annual financial statements and management discussion and analysis for our most recently completed financial year. We will provide, without charge to a security holder, a copy of AgJunction's latest annual information form, the 2015 annual report to shareholders containing comparative annual financial statements for the year ended December 31, 2015 together with the auditors' report thereon and management's discussion and analysis, interim financial statements for subsequent periods, and this Information Circular upon request to the Chief Financial Officer, 2207 Iowa Street, Hiawatha, Kansas, 66434. If you wish, this information may also be accessed on AgJunction's website (www.agjunction.com) or on SEDAR at www.sedar.com.

CORPORATE GOVERNANCE

National Instrument 58-101 *Disclosure of Corporate Governance Practices* ("**NI 58-101**") requires reporting issuers to disclose their corporate governance practices with reference to a series of guidelines for effective corporate governance (the "**Corporate Governance Guidelines**") set forth in National Policy 58-201 – *Corporate Governance Guidelines* ("**NP 58-201**").

AgJunction has considered recent legislative changes, proposals and recommendations of the applicable regulatory authorities and the Canadian Securities Administrators in respect of corporate governance practices. The impact of National Instrument 52-110 ("**NI 52-110**") in respect of Audit Committees, National Instrument 52-109 in respect of certificate of disclosure on issuer's annual interim filings, National Instrument 51-102 in respect of continuous disclosure obligations and NI 58-101 and NP 58-201 providing guidance on corporate governance practices (the "**Guidelines**") have been considered.

Set out in Schedule A is a description of AgJunction's corporate governance practices.

SCHEDULE A

CORPORATE GOVERNANCE DISCLOSURE

Corporate governance disclosures are required by National Instrument 58-101 to be included in this Information Circular.

Board of Directors

Disclose the identity of directors who are independent.

Mark W. Anderson, Paul G. Cataford, Michael J. Lang, Jose F. Suarez and John M. Tye III are independent within the meaning of NI 58-101. These Directors are not a part of the AgJunction management and do not have any direct or indirect material relationship with the Corporation which could or could reasonably be expected to interfere with the exercise of the Directors' independent judgement.

Disclose the identity of directors who are not independent, and describe the basis for that determination.

David E. Vaughn was appointed President and Chief Executive Officer of the Corporation on October 16, 2015 and as a result is not an independent director.

Jonathan W. Ladd was appointed Senior Strategic Advisor on October 16, 2015 and as a result is not an independent director.

Disclose whether or not a majority of directors are independent. If a majority of directors are not independent, describe what the Board of Directors (the board) does to facilitate its exercise of independent judgement in carrying out its responsibilities.

A majority of the Directors are currently independent.

If a director is presently a director of any other issuer that is a reporting issuer (or the equivalent) in a jurisdiction or a foreign jurisdiction, identify both the director and the other issuer.

<u>Name of Director</u>	<u>Name of Other Reporting Issuers</u>
Paul G. Cataford	Sierra Wireless Inc.

Disclose whether or not the independent directors hold regularly scheduled meetings at which non-independent directors and members of management are not in attendance. If the independent directors hold such meetings, disclose the number of meetings held since the beginning of the issuer's most recently completed financial year. If the independent directors do not hold such meetings, describe what the board does to facilitate open and candid discussion among its independent directors.

The Board has a standing or regular agenda item in all Board meetings where the Directors meet alone, apart from the management of the Corporation.

Disclose whether or not the chair of the board is an independent director. If the board has a chair or lead director who is an independent director, disclose the identity of the independent chair or lead director, and describe his or her role and responsibilities. If the board has neither a chair that is independent nor a lead director that is independent, describe what the board does to provide leadership for its independent directors.

The chair of the Board, Jonathan W. Ladd (the "**Chairman**"), is not an independent Director within the meaning of NI 58-101 however, as set forth below, the Board has appointed Michael J. Lang, an independent director, as Lead Director. The Board has established a position description for the Chairman that provides the following role and responsibilities:

- The Chairman shall, when present, preside at all meetings of the Board and, unless otherwise determined by the Directors, at all meetings of shareholders.
- The Chairman shall endeavour to provide overall leadership to the Board without limiting the principle of collective responsibility and the ability of the Board to function as a unit.
- To the extent that it is reasonably practicable, the Chairman will provide advice, counsel and mentorship to the CEO, committee chairs, and fellow Directors.
- The Chairman shall be responsible to ensure that Board meetings function satisfactorily and that the tasks of the Board are handled in the most reasonable fashion under the circumstances. In this connection, it is recommended that the Chairman attempt to ensure that the individual Director's particular knowledge and competence are used in the best possible manner for the Board for the benefit of the Corporation. The Chairman shall endeavour to encourage full participation and discussion by individual Directors, stimulate debate, facilitate consensus and ensure that clarity regarding decisions is reached and duly recorded.
- The Chairman shall endeavour to ensure that the Board's deliberations take place when all of the Directors are present and, to the extent that is reasonably practicable, to ensure that all essential decisions are made when all of the Directors are present.
- The Chairman shall encourage Board members to ask questions and express viewpoints during meetings.
- The Chairman shall deal effectively with dissent and work constructively towards arriving at decisions and achieving consensus.
- The Chairman shall endeavour to ensure that the independent members of the Board meet in separate, regularly scheduled, non-management closed sessions with internal personnel or outside advisors, as needed or appropriate.
- The Chairman shall endeavour to establish a line of communication with the CEO of the Corporation to ensure that Board meetings can be scheduled to deal with important business that arises outside of the regular quarterly meetings.
- The Chairman shall endeavour to fulfill his or her Board leadership responsibilities in a manner that will ensure that the Board is able to function independently of management. The Chairman shall consider, and provide for meetings of all of the independent Directors without management being present. The Chairman shall endeavour to ensure reasonable procedures are in place to allow for Directors to engage outside advisors at the expense of the Corporation in appropriate circumstances, subject to the approval of the Corporate Governance Committee.
- The Chairman shall endeavour to ensure that the Board meets at least four times annually and as many additional times as necessary to carry out its duties effectively and shall endeavour to ensure that the shareholders meet at least once annually and as many additional times as required by law.
- With respect to meetings of Directors or shareholders, it is the duty of the Chairman to enforce the Rules of Order. These duties include:
 - ensuring that the meeting is duly constituted;
 - ensure the meeting provides for reasonable accommodation;
 - confirming the admissibility of all persons at the meeting;
 - preserving order and the control of the meeting;
 - in respect of shareholders' meetings, appointing scrutineers if requested and instruct them in their duties;
 - rule on the validity of proxies;
 - to ascertain the sense of the meeting by a vote on all questions properly brought before the meeting;
- The Chairman shall liaise with the Corporate Secretary of the Corporation to ensure that a proper notice and agenda has been disseminated, and that appropriate accommodations have been made for all Board and shareholder meetings and shall also liaise with the committee chairs, other Directors, the CEO and outside advisors, as appropriate, to establish the agenda for each Board meeting.
- The Chairman shall also endeavour to:
 - ensure that the boundaries between the Board and management responsibilities are clearly understood and respected and that relationships between the Board and management are conducted in a professional and constructive manner;
 - facilitate effective communication between Directors and management, both inside and outside of Board meetings;
 - actively participate and oversee the administration of the annual evaluation of performance and effectiveness of the Board, Board committees, all individual Directors, committee chairs (other than the Board chair or any committee upon which the Board sits as the chair) and CEO;
 - when appropriate, assist Directors in their transition from the Board, and to support the orientation of new Directors and the continuing education of current Directors; and

- to ensure that an annual performance evaluation of the Board chair (and any committee upon which the Board sits as the chair) is conducted, soliciting input from all Directors and appropriate members of management and to carry out any other appropriate duties and responsibilities as may be assigned by the Board from time to time.

Michael Lang was appointed Lead Director on October 16, 2015 and is an independent Director within the meaning of NI 58-101. The Board has established a position description for the Lead Director that provides the following duties and responsibilities:

- The Lead Director shall approve agendas for meetings of the Board.
- The Lead Director shall be entitled to convene meetings of the Board with the concurrence of at least one other director.
- The Lead Director, in the absence of the Chairman, shall preside at meetings of the Board.
- The Lead Director shall assist the Chairman to endeavour to ensure Board leadership responsibilities are conducted in a manner that will ensure that the Board is able to function independently of management. The Lead Director shall consider, and allow for, when appropriate, a meeting of all independent directors, so that Board meetings can take place without management being present.
- The Lead Director shall endeavour to ensure reasonable procedures are in place for directors to engage outside advisors at the expense of the Corporation in appropriate circumstances, subject to his or her prior approval.
- With respect to meetings of directors, it is the duty of the Lead Director, when conducting a meeting, to enforce the by-laws, and rules of procedure. These duties include:
 - ensuring that the meeting is duly constituted;
 - ensure the meeting provides for reasonable accommodation;
 - confirming the admissibility of all persons at the meeting;
 - preserving order and the control of the meeting;
 - to ascertain the sense of the meeting by a vote on all questions properly brought before the meeting;
- The Lead Director shall meet annually with each director to obtain insight as to where they believe the Board and its committees could be operating more effectively.
- When required the Lead Director shall also liaise with the Secretary of the Corporation to ensure that a proper notice and agenda has been disseminated, and that appropriate accommodations have been made for the specific Board meeting.

Disclose the attendance record of each director for all board meetings held since the beginning of the issuer's most recently completed financial year.

	Board Meetings⁽²⁾	Audit Committee Meetings	Compensation Committee Meetings⁽³⁾	Corporate Governance Committee Meetings⁽⁴⁾
Mark W. Anderson	100% (10/10)	N/A	100% (2/2)	N/A
Paul G. Cataford	100% (10/10)	100% (6/6)	N/A	100% (4/4)
Jonathan W. Ladd ⁽¹⁾	100% (3/3)	N/A	N/A	N/A
Michael J. Lang	100% (10/10)	100% (6/6)	100% (2/2)	N/A
John M. Tye III	100% (10/10)	100% (6/6)	N/A	100% (4/4)
Jose F. Suarez ⁽¹⁾	100% (3/3)	N/A	100% (1/1)	100% (2/2)
David E. Vaughn ⁽¹⁾	100% (3/3)	N/A	N/A	N/A

Notes:

- (1) Messrs. Ladd, Suarez and Vaughn were appointed Directors effective October 15, 2015 and only attended Board meetings or committee meetings from October 16, 2015 to December 31, 2015.
- (2) Between January 1, 2015 to October 15, 2015 there were 7 Board meetings and from October 16, 2015 to December 31, 2015 there were 3 Board meetings.
- (3) Between January 1, 2015 to October 15, 2015 there was 1 Compensation Committee meetings and from October 16, 2015 to December 31, 2015 there was 1 Compensation Committee meeting.
- (4) Between January 1, 2015 to October 15, 2015 there were 2 Corporate Governance Committee meetings and from October 16, 2015 to December 31, 2015 there were 2 Corporate Governance Committee meetings.

Board Mandate – Disclose the text of the board's written mandate. If the board does not have a written mandate, describe how the board delineates its role and responsibilities.

The Mandate of the Board is attached to this Information Circular as Schedule B.

Position Descriptions

Disclose whether or not the board has developed written position descriptions for the chair and the chair of each board committee. If the board has not developed written position descriptions for the chair and/or the chair of each board committee, briefly describe how the board delineates the role and responsibilities of each such position.

The Board has developed a position description for the Chairman and the chair of each Board Committee. The Board has also developed specific Terms of Reference for each of its standing committees ("**Terms of Reference**"). The Terms of Reference describe the functions and responsibilities of the committees and by inference their chairs' roles. The Terms of Reference for the Audit Committee, Compensation Committee and Corporate Governance Committee are attached to this Information Circular as Schedule C, Schedule D and Schedule E, respectively.

Disclose whether or not the board and CEO have developed a written position description for the CEO. If the board and CEO have not developed such a position description, briefly describe how the board delineates the role and responsibilities of the CEO.

The Board and the CEO have developed a written position description for the CEO.

Orientation and Continuing Education

Briefly describe what measures the board takes to orient new directors regarding (i) the role of the board, its committees and its directors, and (ii) the nature and operation of the issuer's business.

The Corporate Governance Committee, by its terms of reference (as attached as Schedule E to this Information Circular) is responsible to develop an orientation and education program for new recruits to the Board. The committee assesses new Directors' knowledge of the Corporation's business (products, industries, technologies, competition, etc.), identifies areas where more information is necessary, and provides that information through reference materials, meetings with staff, and through other means. In addition, the Corporate Governance Committee provides new Directors with copies of the Board's mandate, the standing committees' Terms of Reference, and other documentation.

Briefly describe what measures, if any, the board takes to provide continuing education for its directors. If the board does not provide continuing education, describe how the board ensures that its directors maintain the skill and knowledge necessary to meet their obligations as directors.

Board members pursue continuing education opportunities as considered appropriate by the particular Board member. In order to ensure that the Board remains knowledgeable about relevant technologies and industries, Board members receive regular technical or other relevant presentations as part of Board meetings and otherwise as considered necessary, and tour AgJunction's facilities.

Ethical Business Conduct

Disclose whether or not the board has adopted a written code for the directors, officers and employees.

The Board has adopted a written Code of Conduct ("**Code**") for all Directors, officers and employees.

If the board has adopted a written code:

(i) Disclose how a person or company may obtain a copy of the code

The Code is posted on AgJunction's internal and external Internet websites, and has been filed on the System for Electronic Document Analysis and Retrieval (SEDAR).

(ii) Describe how the board monitors compliance with its code, or if the board does not monitor compliance, explain whether and how the board satisfies itself regarding compliance with its code

All AgJunction Directors, officers and employees annually sign a form saying they are in compliance with the Code. The Code includes specific procedures for anyone wanting to report a perceived violation of the Code. In addition, the Corporation has a "Financial Concerns Submission Policy" that outlines those procedures and that is available to all employees and Directors. These procedures include access to an anonymous "whistle-blower hotline and website" (overseen by a third-party organization) that relays Code concerns directly to the Audit Committee. The Audit Committee has a standing or regular item on its meeting agendas to ensure that any submissions to the "whistle-blower hotline and website" are addressed promptly and thoroughly.

(iii) Provide a cross-reference to any material change report filed since the beginning of the issuer's most recently completed financial year that pertains to any conduct of a director or executive officer that constitutes a departure from the code.

There were no material change reports filed pertaining to any departures from the Code.

Describe any steps the board takes to ensure directors exercise independent judgement in considering transactions and agreements in respect of which a director or executive officer has a material interest.

Board members and executive officers are required to declare the nature and extent of any material interest in any transactions or agreements and may not vote in relation to any such matter. In certain cases an independent committee may be formed to deliberate on such matters in the absence of the interested party.

Describe any other steps the board takes to encourage and promote a culture of ethical business conduct.

Due to the fact that AgJunction has a Code, an effective procedure for monitoring and enforcing the Code, a Board Mandate, a Board chairman position description, and committee Terms of Reference, the Board sees no need at this time for additional steps.

Nomination of Directors

Describe the process by which the board identifies new candidates for board nomination.

The Board's Corporate Governance Committee is responsible to develop and maintain a list of potential candidates for Board membership when necessary, and to review, interview, and recommend nominees to the full Board. Other Board members and management may also provide recommendations for nominees. Nominees must possess general business management experience, together with specific experience in areas of strategic interest to AgJunction. Nominees must also be willing and able to devote the required time and energy to Board responsibilities, and to support the Corporation's mission and strategic objectives.

Disclose whether or not the board has a nominating committee composed entirely of independent directors. If the board does not have a nominating committee composed entirely of independent directors, describe what steps the board takes to encourage an objective nomination process.

The Board has a Corporate Governance Committee, which is responsible for nominating Directors, which is comprised of three Directors, all of which are independent Directors.

If the board has a nominating committee, describe the responsibilities, powers and operation of the nominating committee.

The Board's Corporate Governance Committee, when the need for Board nominations arises, compiles and reviews a list of potential Board members and makes recommendations to the Board. See the Corporate Governance Committee's Term of Reference in the attached Schedule E.

Compensation

Describe the process by which the board determines the compensation for the issuer's directors and officers.

The Compensation Committee is responsible to review Directors' and Officers' compensation, and where appropriate to make recommendations to change the compensation. To make its recommendations, the Compensation Committee takes into account, among other factors, the nature and amount of compensation paid to Directors and Officers of comparable publicly traded Canadian companies and the circumstances of the Corporation. The details of such comparisons are more fully described in the Executive Compensation section of this Information Circular.

Disclose whether or not the board has a compensation committee composed entirely of independent directors. If the board does not have a compensation committee composed entirely of independent directors, describe what steps the board takes to ensure an objective process for determining such compensation.

The Board has a Compensation Committee, which is comprised of three Directors, all of which are independent.

If the board has a compensation committee, describe the responsibilities, powers and operation of the compensation committee.

The Compensation Committee is charged with the responsibility to oversee the approach of the Corporation to matters concerning Director, executive and employee compensation and, from time to time, to make recommendations to the Board of Directors with respect to such matters. See the Compensation Committee's Terms of Reference in the attached Schedule D.

Other Board Committees

If the board has standing committees other than the audit, compensation and nominating committees, identify the committees and describe their function.

The Board has a Corporate Governance Committee. The Committee's functions and responsibilities are outlined in the Terms of Reference attached as Schedule E to this Information Circular.

Assessments

Disclose whether or not the board, its committees and individual directors are regularly assessed with respect to their effectiveness and contribution. If assessments are regularly conducted, describe the process used for the assessments. If assessments are not regularly conducted, describe how the board satisfies itself that the board, its committees, and its individual directors are performing effectively.

The Corporate Governance Committee is responsible by its Terms of Reference for periodically assessing the effectiveness of the Board as a whole, the committees of the Board and the contribution of individual Directors. The Committee conducts an annual review through the completion of a survey by each Director. In the survey, the Directors assess their own performance and that of their colleagues. The resulting information is summarized in confidential form with the results provided to the Chairman and each Director for review.

Disclose whether or not the issuer has adopted term limits for the directors on its board or other mechanisms of board renewal and, if so, include a description of those director term limits or other mechanisms of board renewal. If the issuer has not adopted director term limits or other mechanisms of board renewal, disclose why it has not done so.

The Board believes that the advantages of experience and long service must be balanced with renewal and the fresh perspectives of new directors. On March 22, 2016 the Board adopted a Director Tenure Policy (the "**Tenure Policy**"). Under the Tenure Policy, the maximum period that a director may serve on the Board is 10 years. Accordingly, a director would not stand for re-election at the next meeting of shareholders following their tenth year of service. However, in certain circumstances and on the recommendation of the Corporate Governance Committee, the Board may recommend a director for re-election after their maximum term if it is in the best interests of the Corporation and may provide for one (1) year extensions of up to three (3) years.

The Tenure Policy applies retroactively to the Board. In view of the retroactive nature of the Tenure Policy, the Board has implemented a transition period for directors that have reached the maximum tenure. Pursuant to the transition period, a director that has reached the maximum tenure could be re-elected for additional one year terms to a maximum of three (3) years if the Corporate Governance Committee and the Board so recommends. As the term of service for Messrs. Michael Lang and Paul Cataford has exceeded the ten (10) year limit, the Corporate Governance Committee has recommended and the Board has approved a transitional period for such directors of an additional one year.

Disclose whether the issuer has adopted a written policy relating to the identification and nomination of women directors. If the issuer has not adopted such a policy, disclose why it has not done so. If an issuer has adopted a policy referred to in (a), disclose the following in respect of the policy: (i) a short summary of its objectives and key provisions; (ii) the measures taken to ensure that the policy has been effectively implemented; (iii) annual and cumulative progress by the issuer in achieving the objectives of the policy; and (iv) whether and, if so, how the board or its nominating committee measures the effectiveness of the policy.

The Corporation has not adopted a board and management diversity policy. Board nominations and executive officer appointments are made on the basis of the skills, knowledge, experience and character of individual candidates and the requirements of the Board and management at the time. The Corporation is committed to a meritocracy and believes that considering the broadest group of individuals who have the skills, knowledge, experience and character required to provide the leadership needed to achieve the business objectives, without reference to their age, gender, race, ethnicity or religion, is in the best interests of the Corporation and all of its stakeholders. The Board encourages the consideration of women who have the necessary, skills, knowledge, experience and character for promotion or hiring into an executive officer position within the Corporation; however, the Board will not compromise the principles of a meritocracy by imposing quotas or targets.

Disclose whether and, if so, how the board or nominating committee considers the level of representation of women on the board in identifying and nominating candidates for election or re-election to the board. If the issuer does not consider the level of representation of women on the board in identifying and nominating candidates for election or re-election to the board, disclose the issuer's reasons for not doing so.

Although the Corporation does not have a formal policy, the Compensation Committee will review annually the composition and diversity of the Board, including the process of identifying women candidates as potential nominees for Board positions to ensure that women candidates are being fairly considered relative to other candidates. The Compensation Committee will also review the number of women actually appointed and serving on the Board to evaluate whether it is desirable to adopt requirements or policies in the future with respect to the diversity of the Board.

Disclose whether and, if so, how the issuer considers the level of representation of women in executive officer positions when making executive officer appointments. If the issuer does not consider the level of representation of women in executive officer positions when making executive officer appointments, disclose the issuer's reasons for not doing so.

As discussed above, the Compensation Committee will review annually the composition and diversity of appointments of executive officer positions to ensure that women with the appropriate skills, knowledge, experience and character are being fairly considered as opportunities become available. The Compensation Committee will also review the

number of women actually serving in management positions to evaluate whether it is desirable to adopt requirements or policies with respect to the diversity of management.

(a) For purposes of this Item, a "target" means a number or percentage, or a range of numbers or percentages, adopted by the issuer of women on the issuer's board or in executive officer positions of the issuer by a specific date. (b) Disclose whether the issuer has adopted a target regarding women on the issuer's board. If the issuer has not adopted a target, disclose why it has not done so. (c) Disclose whether the issuer has adopted a target regarding women in executive officer positions of the issuer. If the issuer has not adopted a target, disclose why it has not done so. (d) If the issuer has adopted a target referred to in either (b) or (c), disclose: (i) the target, and (ii) the annual and cumulative progress of the issuer in achieving the target.

While the Corporation recognizes the benefits of diversity and believes that considering the broadest group of individuals who have the skills, knowledge, experience and character required to provide the leadership needed to achieve the business objectives of the Corporation is in the best interests of the Corporation and all of its stakeholders, the Corporation does not currently have any rules or formal policies that specifically require the identification, consideration, nomination or appointment of a targeted number of female Board nominees or candidates for executive management positions. The Board encourages the consideration of women who have the necessary, skills, knowledge, experience and character for promotion or hiring into an executive officer position within the Corporation; however, the Board will not compromise the principles of a meritocracy by imposing quotas or targets.

Disclose the number and proportion (in percentage terms) of directors on the issuer's board who are women (b) Disclose the number and proportion (in percentage terms) of executive officers of the issuer, including all major subsidiaries of the issuer, who are women.

AgJunction does not have any women on its executive management team or Board.

SCHEDULE B

MANDATE OF THE BOARD OF DIRECTORS

The Board of Directors (the "Board") of the Corporation is responsible for the stewardship of the Corporation. In discharging its responsibility, the Board will exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances and will act honestly and in good faith with a view to the best interests of the Corporation. In general terms, the Board will:

- A. in consultation with the chief executive officer of the Corporation (the "CEO"), define the principal objective(s) of the Corporation;
- B. supervise the management of the business and affairs of the Corporation with the goal of achieving the Corporation's principal objective(s) as defined by the Board;
- C. discharge the duties imposed on the Board by applicable laws; and
- D. for the purpose of carrying out the foregoing responsibilities, take all such actions as the Board deems necessary or appropriate.

Without limiting the generality of the foregoing, the Board, through discussion with the CEO and other management, will perform the following duties:

Strategic Direction, Operating, Capital and Financial Plans

- a. require the CEO to present annually to the Board a strategic business plan for the Corporation's business, which must:
 - i. be designed to achieve the Corporation's principal objectives,
 - ii. identify the principal strategic and operational opportunities and risks of the Corporation's business, and
 - iii. be approved by the Board as a pre-condition to the implementation of such plan;
- b. review the principal risks of the Corporation's business and the steps the Corporation is undertaking to manage these risks;
- c. approve the annual operating and capital plans;
- d. approve issuances of additional common shares or other securities to the public;
- e. monitor the Corporation's progress towards its goals established in the strategic, operating and capital plans, and to revise and alter its direction through management in light of changing circumstances;

Management and Organization

- f. appoint the CEO and determine the terms of the CEO's employment with the Corporation;
- g. in consultation with the CEO, develop a position description for the CEO;
- h. evaluate the performance and integrity of the CEO periodically;
- i. in consultation with the CEO, establish the limits of management's authority and responsibility in conducting the Corporation's business;

- j. in consultation with the CEO, appoint all officers of the Corporation and approve the terms of each officer's employment with the Corporation;
- k. receive periodically from the CEO the CEO's evaluation of the performance of each senior officer who reports to the CEO;
- l. develop a system under which succession to senior management positions will occur in a timely manner;
- m. approve any proposed significant change in the management organization structure of the Corporation;
- n. approve all retirement plans, if any, for officers and employees of the Corporation;
- o. in consultation with the CEO, establish a communications policy for the Corporation;
- p. generally provide advice and guidance to management;

Finances and Controls

- q. discuss with management the Corporation's systems to manage the risks of the Corporation's business and whether such systems are appropriate in the circumstances;
- r. consider the appropriateness of the Corporation's capital structure;
- s. review with management the procedures and controls in place to ensure that the financial performance of the Corporation is properly reported to shareholders, other security holders and regulators on a timely and regular basis and whether such systems are appropriate in the circumstances;
- t. in consultation with the CEO, promote a culture of integrity for the Corporation and establish the ethical standards to be observed by all officers and employees of the Corporation and a process to monitor compliance with those standards;
- u. review with management the processes and systems designed to ensure compliance with applicable laws by the Corporation and its officers and employees and whether such systems are appropriate in the circumstances;
- v. review with management the steps taken by the Corporation to maintain the integrity of internal control and information systems, including maintenance of all required records and documentation;
- w. review and approve material contracts to be entered into by the Corporation;
- x. recommend to the shareholders of the Corporation a firm of chartered accountants to be appointed as the Corporation's auditors;
- y. take all necessary actions to gain reasonable assurance that all financial information made public by the Corporation (including the Corporation's annual and quarterly financial statements) is accurate and complete and represents fairly the Corporation's financial position and performance;

Governance

- z. in consultation with the Chairman of the Board, develop a position description for the Chairman of the Board;
- aa. facilitate the continuity, effectiveness and independence of the Board by, amongst other things,
 - i. selecting nominees for election to the Board,

- ii. appointing a Chairman of the Board who is not a member of management;
 - iii. appointing from amongst the directors an audit committee and such other committees of the Board as the Board deems appropriate,
 - iv. defining the terms of reference of each committee of the Board,
 - v. implementing processes to assess the effectiveness of the Chairman of the Board, the Board as a whole, each committee of the Board and each director,
 - vi. establishing a system to enable any director to engage an outside adviser at the expense of the Corporation;
- bb. review periodically the adequacy and form of the compensation of directors;

Delegation

- cc. the Board may delegate its duties to, and receive reports and recommendations from, any committee of the Board;

Meetings

- dd. the Board shall meet at least four times per year and/or as deemed appropriate by the Board Chair and, unless impracticable, all board members are expected to attend all board meetings and review all board materials in advance of all meetings;
- ee. minutes of each meeting shall be prepared;
- ff. the Chief Executive Officer or his designate(s) may be present at all meetings of the Board;
- gg. Vice-Presidents and such other staff as appropriate to provide information to the Board shall attend meetings at the invitation of the Board;
- hh. directors will formally declare any conflicts of interest to the Board, including the nature and extent of any material interest in any transactions or agreements, and except in respect of matters exempted pursuant to subsection 120(6) of the Business Corporations Act (Alberta), will refrain from voting in relation to such matters;
- ii. if requested by any director, the members of the Board who are not members of the Corporation's management, will meet separately from directors who are members of management, to discuss any matters raised by the director requesting the separate meeting;
- jj. if requested by any director, the members of the Board who do not have a material interest in a transaction or agreement, will meet separately from directors who have such a material interest, to discuss any matters raised by the director requesting the separate meeting;

Report/Authority

- kk. following each meeting, the secretary of such meeting will promptly report to the Board by way of providing draft copies of the minutes of the meetings.

SCHEDULE C

AUDIT COMMITTEE

Terms of Reference

- A. **Establishment of Audit Committee:** The board of directors (the "Board") hereby establish a committee to be called the Audit Committee (the "Committee").
- B. **Membership:** The Committee shall be composed of three members or such greater number as the Board may from time to time determine, all of whom shall be "independent", as such term is defined in Multilateral Instrument 52-110, "Audit Committees" ("MI 52-110"). Members shall be appointed periodically from among the "independent" members of the Board. All members of the Committee shall be financially literate, being defined under MI 52-110 and herein as having the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that can reasonably be expected to be raised by the Corporation's financial statements.
- C. **Mandate:** The Audit Committee is appointed by the Board of Directors to assist the Board in fulfilling its oversight responsibilities.

Audit Committee Purpose

Through discussion with management and the external auditors of the Corporation, the Audit Committee will be responsible to:

- Monitor the management of the principal risks that could impact the financial reporting of the Company;
- Monitor the integrity of the Company's financial reporting process and system of internal controls regarding financial reporting and accounting compliance;
- Oversee and monitor the independence and performance of the Company's external auditors;
- Provide an avenue of communication among the external auditors, management and the Board of Directors, including the resolution of disagreements between management and the external auditors regarding financial reporting;
- Encourage adherence to, and continuous improvement of, the Company's policies, procedures, and practices at all levels;
- Monitor compliance with legal and regulatory requirements; and
- Ensure that effective procedures are in place for the anonymous submission, receipt, retention and treatment of complaints and concerns regarding accounting, internal control and auditing matters.

Audit Committee Duties and Responsibilities

Primarily through review and discussion with management and the external auditors, the Audit Committee is responsible to:

Review Procedures

- a. Review periodically the Committee's Terms of Reference;

- b. Review the Company's annual audited financial statements and related documents, including the press release and MD&A, prior to filing or distribution. Review should include discussion with management and external auditors of significant issues regarding accounting principles, practices, and significant management estimates and judgments;
- c. Following completion of the annual audit, review separately with each of management and the independent auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information;
- d. Review any significant disagreements among management and the independent auditors in connection with the preparation of the financial statements;
- e. Periodically, in consultation with management and external auditors, consider the integrity of the Company's financial reporting processes and controls. Discuss significant financial risk exposures and the steps management has taken to monitor, control, and report such exposures;
- f. Review risk management policies and procedures of the Company (i.e., litigation and insurance);
- g. Periodically review and assess the adequacy of the procedures that are in place for the review of the Company's public disclosure of financial information extracted from or derived from the Company's financial statements;
- h. Review significant findings prepared by the external auditors together with management's responses;
- i. Review the principal risks affecting financial reporting;
- j. Review with financial management and the external auditors, and approve, the company's quarterly financial results and related documents, including the quarterly press releases and MD&A, prior to the public release. By approval of these Terms of Reference for the Audit Committee, the Board delegates the authority to approve these documents on behalf of the Board;
- k. Discuss any significant changes to the Company's accounting principles prior to their adoption. The Chair of the Committee may represent the entire Audit Committee for purposes of this review;

External Auditors

- l. The external auditors are ultimately accountable to the Audit Committee and the Board of Directors, as representatives of the shareholders. The Audit Committee shall review the independence and performance of the auditors and annually recommend to the Board of Directors the appointment of the external auditors or approve any discharge of auditors when circumstances warrant;
- m. Approve the fees and other significant compensation to be paid to the external auditors;
- n. On an annual basis, the Committee should review and discuss with the external auditors all significant relationships they have with the Company that could impair the auditors' independence;
- o. Review the external auditors' audit plan - discuss and approve audit scope, staffing, locations, reliance upon management, and general audit approach;
- p. Prior to releasing the year-end financial results, discuss the results of the audit with the external auditors. Discuss certain matters required to be communicated to audit committees in accordance with the standards established by the Canadian Institute of Chartered Accountants;

- q. Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in the Company's financial reporting;
- r. Approve all non-audit services to be provided to the Corporation by the external auditors' firm, prior to such services being performed, except that by approval of these terms of reference, the Audit Committee hereby approves the following non-audit services to be provided by the external auditors:
 - i. Tax services connected with the preparation of the Corporation's tax returns, or the tax returns of any of its subsidiaries; and
 - ii. Due diligence and tax services connected with any mergers, acquisitions or dispositions being considered by the Corporation;
- s. Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present or former auditors;
- t. When there is to be a change in external auditors, review the issues related to the change and the information to be included in the required notice to securities regulators of such change;

Legal Compliance

- u. On at least an annual basis, review with the Company's counsel any legal matters that could have a significant impact on the organization's financial statements, the Company's compliance with applicable laws and regulations, and inquiries received from regulators or governmental agencies; and

Other Audit Committee Responsibilities

- v. Periodically assess the effectiveness of the committee against its terms of reference and report the results of the assessment to the Board.

D. Administrative Matters: The following general provisions shall have application to the Committee:

- a. The Audit Committee has the authority to conduct any investigation appropriate to fulfilling its responsibilities, and it has direct access to the external auditors as well as anyone in the organization. The Audit Committee has the ability to retain, at the Company's expense, special legal, accounting, or other consultants or experts it deems necessary in the performance of its duties;
- b. Two members of the Committee shall constitute a quorum. No business may be transacted by the Committee except at a meeting of its members at which a quorum of the Committee is present or by a resolution in writing signed by all the members of the Committee. Meetings may occur via telephone or teleconference;
- c. Any member of the Committee may be removed or replaced at any time by the Board and shall cease to be a member of the Committee as soon as such member ceases to be a director. The Board may fill vacancies on the Committee by appointment from among its independent members. If and whenever a vacancy shall exist on the Committee, the remaining members may exercise all its powers so long as a quorum remains;
- d. The Committee shall meet at least four times per year and/or as deemed appropriate by the Chair;
- e. If deemed necessary by the Chair, agendas shall be circulated to Committee members along with background information on a timely basis prior to the Committee meetings;

- f. Any issues arising from these meetings that bear on the relationship between the Board and management should be communicated to the Chief Executive Officer by the Board Chair;
- g. The Committee may invite such officers, directors and employees of the Corporation as it may see fit from time to time to attend at meetings of the Committee and assist thereat in the discussion and consideration of the matters being considered by the Committee;
- h. The time at which and place where the meetings of the Committee shall be held and the calling of meetings and the procedure in all respects at such meetings shall be determined by the Committee, unless otherwise determined by the by-laws of the Corporation or by resolution of the Board;
- i. Unless otherwise designated by the Board, the members of the Committee shall elect a Chairman from among the members and the Chairman shall preside at all meetings of the Committee. The Chairman of the Committee shall have a second and deciding vote in the event of a tie. In the absence of the Chairman, the members of the Committee shall appoint one of their members to act as Chairman;
- j. Minutes of the Committee will be recorded and maintained and circulated to directors who are not members of the Committee or otherwise made available at a subsequent meeting of the Board.

SCHEDULE D

COMPENSATION COMMITTEE

Terms of Reference

1. **Establishment of Compensation Committee:** The board of directors (the "Board") hereby establish a committee to be called the Compensation Committee (the "Committee").
2. **Membership:** The Committee shall be composed of three members or such greater number as the Board may from time to time determine, of whom the majority shall be "independent" directors as defined in Multilateral Instrument 52-110 "Audit Committees". Members shall be appointed periodically from among the members of the Board.
3. **Mandate:** The Committee shall, in addition to any other duties and responsibilities specifically delegated to it by the Board, generally assume responsibility for overseeing the approach of the Corporation to matters concerning director, executive and employee compensation and, from time to time, shall review and make recommendations to the Board as to such matters. Specifically, the Committee will have the authority and responsibility for:
 - (a) reviewing on a periodic basis the compensation of the Board, considering whether such compensation is appropriate in the circumstances giving consideration to the market for companies of similar size and nature, and to the circumstances of the Corporation, and recommending to the Board changes in director compensation based upon such review;
 - (b) reviewing on a periodic basis the compensation of the Senior Executives of the Corporation, considering whether such compensation is appropriate in the circumstances giving consideration to the market for companies of similar size and nature, and to the circumstances of the Corporation, and recommending to the Board changes in executive compensation based upon such review;
 - (c) reviewing, on a periodic basis the compensation program of the Corporation, considering whether such compensation is appropriate in the circumstances giving consideration to the market for companies of similar size and nature, and to the circumstances of the Corporation, and approving changes to the compensation program. For this purpose, the compensation program of the Corporation will include salaries, benefit programs, stock-based compensation programs, incentive compensation programs, and all other items impacting the compensation of all employees of the Corporation;
 - (d) make recommendations to the board of directors regarding appointments of corporate officers and senior management;
 - (e) monitoring the human resources practices of the Corporation, including the development and implementation of policies, performance management and other processes impacting employee recruitment and retention;
 - (f) reviewing corporate goals and objectives relevant to Chief Executive Officer compensation and together with the independent directors determine and approve the Chief Executive Officer's compensation based on evaluation from the Chairman of the Board;
 - (g) making recommendations to the board of directors with respect to compensation of executive officers other than the Chief Executive Officer and incentive compensation and equity based plans that are subject to board approval;

- (h) reviewing annually and recommending for approval to the board of directors the executive compensation disclosure and "Report of the Compensation Committee" disclosure of the Corporation in its information circular; and
- (i) reviewing periodically the Committee's Terms of Reference.

4. **Administrative Matters:** The following general provisions shall have application to the Committee:

- (a) the Committee may retain persons having special expertise and/or obtain independent professional advice to assist in fulfilling its responsibilities at the expense of the Corporation;
- (b) two members of the Committee shall constitute a quorum. No business may be transacted by the Committee except at a meeting of its members at which a quorum of the Committee is present or by a resolution in writing signed by all the members of the Committee. Meetings may occur via telephone or teleconference;
- (c) any member of the Committee may be removed or replaced at any time by the Board and shall cease to be a member of the Committee as soon as such member ceases to be a director. The Board may fill vacancies on the Committee by appointment from among its members. If and whenever a vacancy shall exist on the Committee, the remaining members may exercise all its powers so long as a quorum remains;
- (d) the Committee shall meet at least two times per year and/or as deemed appropriate by the Chair;
- (e) if deemed necessary by the Chairman, agendas shall be circulated to Committee members along with background information on a timely basis prior to the Committee meetings;
- (f) any issues arising from these meetings that bear on the relationship between the Board and management should be communicated to the Chief Executive Officer by the Board Chair;
- (g) the Committee may invite such officers, directors and employees of the Corporation as it may see fit from time to time to attend at meetings of the Committee and assist thereat in the discussion and consideration of the matters being considered by the Committee;
- (h) the time at which and place where the meetings of the Committee shall be held and the calling of meetings and the procedure in all respects at such meetings shall be determined by the Committee, unless otherwise determined by the by-laws of the Corporation or by resolution of the Board;
- (i) unless otherwise designated by the Board, the members of the Committee shall elect a Chairman from among the members and the Chairman shall preside at all meetings of the Committee. The Chairman of the Committee shall have a second and deciding vote in the event of a tie. In the absence of the Chairman, the members of the Committee shall appoint one of their members to act as Chairman. Notwithstanding the foregoing, in all circumstances the Chairman must be an independent director, unrelated to the Corporation; and
- (j) minutes of the Committee will be recorded and maintained and circulated to directors who are not members of the Committee or otherwise made available at a subsequent meeting of the Board.

SCHEDULE E

CORPORATE GOVERNANCE COMMITTEE

Terms of Reference

1. **Establishment of Corporate Governance Committee:** The board of directors (the "Board") hereby establish a committee to be called the Corporate Governance Committee (the "Committee").
2. **Membership:** The Committee shall be composed of three members or such greater number as the Board may from time to time determine, of whom the majority shall be outside directors and unrelated to the Corporation. Members shall be appointed periodically from among the members of the Board.
3. **Mandate:** The Committee shall, in addition to any other duties and responsibilities specifically delegated to it by the Board, generally assume responsibility for developing the approach of the Corporation to matters concerning corporate governance and, from time to time, shall review and make recommendations to the Board as to such matters. Specifically, the Committee will have the authority and responsibility for:
 - (a) periodically review the mandates of the Board and the terms of reference of its committees and recommend to the Board such amendments to those mandates as the Committee believes are necessary or desirable;
 - (b) preparing and recommending to the Board periodically a statement of corporate governance practices to be included in the Corporation's annual report or information circular as required by the Toronto Stock Exchange or any other regulatory authority;
 - (c) to make recommendations to the Board as to which directors should be classified as "independent" directors or "non-independent" directors pursuant to any such report or circular;
 - (d) reviewing on a periodic basis the composition of the Board and considering whether an appropriate number of independent directors sit on the Board, analyzing the needs of the Board and recommending nominees who meet such needs;
 - (e) assessing, periodically, the effectiveness of the Board as a whole, the committees of the Board and the contribution of individual directors, including considering the appropriate size of the Board;
 - (f) developing a list of potential candidates for Board membership when required and where appropriate, interviewing potential candidates for board membership;
 - (g) to develop for approval by the Board, when necessary, an orientation and education program for new recruits to the Board;
 - (h) to act as a forum for concerns of individual directors in respect of matters that are not readily or easily discussed in a full Board meeting, including the performance of management or individual members of management or the performance of the Board or individual members of the Board;
 - (i) to develop and recommend to the Board for approval and periodically review structures and procedures designed such that the Board can function independently of management;
 - (j) review periodically the Committee's Terms of Reference; and
 - (k) to review and consider the engagement at the expense of the Corporation of professional and other advisors by any individual director when so requested by any such director.

4. **Administrative Matters:** The following general provisions shall have application to the Committee:
- (a) the Committee may retain persons having special expertise and/or obtain independent professional advice to assist in fulfilling its responsibilities at the expense of the Corporation;
 - (b) two members of the Committee shall constitute a quorum. No business may be transacted by the Committee except at a meeting of its members at which a quorum of the Committee is present or by a resolution in writing signed by all the members of the Committee. Meetings may occur via telephone or teleconference;
 - (c) any member of the Committee may be removed or replaced at any time by the Board and shall cease to be a member of the Committee as soon as such member ceases to be a director. The Board may fill vacancies on the Committee by appointment from among its members. If and whenever a vacancy shall exist on the Committee, the remaining members may exercise all its powers so long as a quorum remains;
 - (d) members should have or obtain sufficient knowledge of the Corporation's corporate governance requirements to assist in providing advice and counsel on ongoing compliance and improvements to the Corporation's corporate governance activities;
 - (e) the Committee shall meet at least two times per year and/or as deemed appropriate by the Chair;
 - (f) if deemed necessary by the Chairman, agendas, shall be circulated to Committee members along with background information on a timely basis prior to the Committee meetings;
 - (g) any issues arising from these meetings that bear on the relationship between the Board and management should be communicated to the Chief Executive Officer by the Board Chair;
 - (h) the Committee may invite such officers, directors and employees of the Corporation as it may see fit from time to time to attend at meetings of the Committee and assist thereat in the discussion and consideration of the matters being considered by the Committee;
 - (i) the time at which and place where the meetings of the Committee shall be held and the calling of meetings and the procedure in all respects at such meetings shall be determined by the Committee, unless otherwise determined by the by-laws of the Corporation or by resolution of the Board;
 - (j) unless otherwise designated by the Board, the members of the Committee shall elect a Chairman from among the members and the Chairman shall preside at all meetings of the Committee. The Chairman of the Committee shall have a second and deciding vote in the event of a tie. In the absence of the Chairman, the members of the Committee shall appoint one of their members to act as Chairman. Notwithstanding the foregoing, in all circumstances the Chairman must be an outside director, unrelated to the Corporation; and
 - (k) minutes of the Committee will be recorded and maintained and circulated to directors who are not members of the Committee or otherwise made available at a subsequent meeting of the Board.

SCHEDULE F

ADVANCE NOTICE BY-LAW

SCHEDULE G

AMENDED AND RESTATED RIGHTS PLAN AGREEMENT

ADVANCE NOTICE BY-LAW

AGJUNCTION INC.

(hereinafter referred to as the "**Corporation**")

INTRODUCTION

The Corporation is committed to: (i) facilitating an orderly and efficient annual general or, where the need arises, special meeting, process; (ii) ensuring that all shareholders receive adequate notice of the director nominations and sufficient information with respect to all nominees; and (iii) allowing shareholders to register an informed vote having been afforded reasonable time for appropriate deliberation.

The purpose of this Advance Notice By-Law (the "**By-Law**") is to provide shareholders, directors and management of the Corporation with a clear framework for nominating directors. This By-Law fixes a deadline by which holders of record of common shares of the Corporation must submit director nominations to the Corporation prior to any annual or special meeting of shareholders and sets forth the information that a shareholder must include in the notice to the Corporation for the notice to be in proper written form in order for any director nominee to be eligible for election at any annual or special meeting of shareholders.

It is the position of the Corporation that this By-Law is in the best interests of the Corporation, its shareholders and other stakeholders. This By-Law will be subject to an annual review, and will reflect changes as required by securities regulatory agencies or stock exchanges, or so as to meet industry standards.

IT IS HEREBY ENACTED as a by-law of the Corporation as follows:

1. Subject only to the provisions of the *Business Corporations Act* (Alberta) (the "**Act**") and the articles of the Corporation, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the board of directors of the Corporation (the "**Board**") may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called is the election of directors. Such nominations may be made in the following manner:
 - (a) by or at the direction of the Board, including pursuant to a notice of meeting;
 - (b) by or at the direction or request of one or more shareholders of the Corporation pursuant to a proposal made in accordance with the provisions of the Act, or a requisition of a meeting of the shareholders of the Corporation made in accordance with the provisions of the Act; or
 - (c) by any person (a "**Nominating Shareholder**") who: (i) at the close of business on the date of the giving by the Nominating Shareholder of the notice provided for below in this By-Law and at the close of business on the record date for notice of such meeting, is entered in the securities register of the Corporation as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and provides evidence of such beneficial ownership

to the Corporation; and (ii) complies with the notice procedures set forth below in this By-Law.

2. In addition to any other requirements under applicable laws, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given notice thereof that is both timely (in accordance with paragraph 3 below) and in proper written form (in accordance with paragraph 4 below) to the Corporate Secretary of the Corporation at the principal executive offices of the Corporation.
3. To be timely, a Nominating Shareholder's notice to the Corporate Secretary of the Corporation must be made:
 - (a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the close of business on the tenth (10th) day following the Notice Date; and
 - (b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

The time periods for the giving of a Nominating Shareholder's notice set forth above shall in all cases be determined based on the original date of the applicable annual meeting or special meeting of shareholders. However, in the event of any adjournment or postponement of a meeting of shareholders or the announcement thereof, a new time period shall commence for the giving of such notice.

4. To be in proper written form, a Nominating Shareholder's notice to the Corporate Secretary of the Corporation must set forth:
 - (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director: (i) the name, age, business address and residential address of the person; (ii) the principal occupation, business or employment of the person for the most recent five years, and the name and principal business of any company in which any such employment is carried on; (iii) the citizenship of such person; (iv) the number of securities of each class or series of securities in the capital of the Corporation which are owned beneficially or of record by the person or under the control or direction, directly or indirectly, of the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; (v) full particulars regarding any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the notice by, or on behalf of, such person, whether or not such instrument or right shall be subject to settlement in underlying securities of the Corporation, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such person with respect to securities of the Corporation; (vi) such

person's written consent to being named in the notice as a nominee and to serving as a director of the Corporation if elected; and (vii) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below); and

- (b) as to the Nominating Shareholder giving the notice: (i) the name and address of such Nominating Shareholder, as they appear on the securities register of the Corporation; (ii) the number of securities of each class or series of securities of the Corporation owned of record and beneficially by, or under the control or direction of, directly or indirectly, such Nominating Shareholder; (iii) full particulars regarding any agreement, arrangement or understanding with respect to the nomination between or among such Nominating Shareholder, any of their respective affiliates or associates, and any others acting jointly or in concert with any of the foregoing, including the nominee; (iv) full particulars regarding any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the notice by, or on behalf of, such Nominating Shareholder, whether or not such instrument or right shall be subject to settlement in underlying securities of the Corporation, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such Nominating Shareholder with respect to securities of the Corporation; (v) full particulars regarding any proxy, contract, agreement, arrangement or understanding pursuant to which such Nominating Shareholder has a right to vote or direct or control the voting of any securities of the Corporation; and (vi) any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below).

The Corporation may require any proposed nominee to furnish such other information and documents as may reasonably be required by the Corporation to (i) determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable shareholder's understanding of the independence and/or qualifications, or lack thereof, of such proposed nominee, or (ii) satisfy the requirements of applicable stock exchange rules.

In addition, a Nominating Shareholder's notice shall be promptly updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting.

5. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of this By-Law; provided, however, that nothing in this By-Law shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter that is properly before such meeting pursuant to the provisions of the Act or the discretion of the Chairperson of the meeting. The Chairperson of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

6. For purposes of this By-Law:
 - (a) "**public announcement**" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Corporation under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com; and
 - (b) "**Applicable Securities Laws**" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada.
7. Notwithstanding any other provision of this By-Law, notice given to the Corporate Secretary of the Corporation pursuant to this By-Law may only be given by personal delivery, facsimile transmission or by email (at such email address as may be stipulated from time to time by the Corporate Secretary of the Corporation for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery to the Corporate Secretary at the address of the principal executive offices of the Corporation, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received); provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Calgary time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the next following day that is a business day.
8. Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement in this By-Law.
9. This By-Law was approved and adopted by the Board effective March 22, 2016 (the "**Effective Date**") and is and shall be effective and in full force and effect in accordance with its terms and conditions from and after such date. Notwithstanding the foregoing, if this By-Law is not approved by ordinary resolution of shareholders of the Corporation present in person or voting by proxy at the next meeting of those shareholders validly held following the Effective Date, then this By-Law shall terminate and be void and of no further force and effect following the termination of such meeting of shareholders.
10. This By-Law shall be interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in that province.

**AMENDED AND RESTATED
SHAREHOLDER RIGHTS PLAN AGREEMENT**

DATED AS OF MAY 26, 2016

BETWEEN

AGJUNCTION INC.

AND

COMPUTERSHARE TRUST COMPANY OF CANADA

AS RIGHTS AGENT

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SHAREHOLDER RIGHTS PLAN AGREEMENT

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**AMENDED AND RESTATED
SHAREHOLDER RIGHTS PLAN AGREEMENT**

MEMORANDUM OF AGREEMENT dated as of May 26, 2016 between **AgJunction Inc.**, a corporation incorporated under the laws of the Province of Alberta, and **Computershare Trust Company of Canada**, a trust company incorporated under the laws of Canada (the "**Rights Agent**");

RECITALS:

WHEREAS:

- A. AgJunction Inc. (the "**Corporation**" or "**AgJunction**") has determined that in view of the Bid Amendments (as defined herein) it is advisable to amend and restate its previously adopted shareholder rights plan to ensure, to the extent possible, that all Shareholders (as defined below) are treated fairly in connection with any take-over bid for the Shares and to ensure that the Directors are provided with sufficient time to evaluate unsolicited take-over bids and to explore and develop alternatives to maximize Shareholder value and make informed decisions;
- B. Each Right entitles a Shareholder, after the Separation Time, to purchase securities of the Corporation pursuant to the terms and subject to the conditions set forth herein;
- C. The Rights Agent is appointed to act on behalf of the Corporation and the holders of the Rights and the Rights Agent is willing to so act in connection with the issuance, transfer and exchange and replacement of Rights Certificates, the exercise of Rights and other matters referred to herein;
- D. The Shareholders of AgJunction shall be asked to ratify and confirm this Agreement at a meeting of Shareholders as set forth herein; and
- E. This Agreement shall remain in place for the period specified herein, subject to the Agreement being ratified and confirmed by the Shareholders as herein provided and thereafter reconfirmed by the Shareholders every three years in the manner set forth herein.

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements set forth herein, and subject to such covenants and agreements, the parties hereby agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Certain Definitions

For purposes of this Agreement, including the recitals hereto, the following terms have the meanings indicated:

- (a) "**Acquiring Person**" means any Person who is the Beneficial Owner of 20% or more of the outstanding Shares provided, however, that the term "**Acquiring Person**" shall not include:
 - (i) the Corporation or any Subsidiary of the Corporation;
 - (ii) any Person who becomes the Beneficial Owner of 20% or more of the outstanding Shares as a result of one or any combination of (A) a Convertible Security Acquisition, (B) an Exempt Acquisition, (C) a Permitted Bid Acquisition, (D) a Pro Rata Acquisition, or (E) a Share Reduction; provided, however, that if a Person becomes the Beneficial Owner of 20% or more of the outstanding Shares by reason of one or any combination of the operation of Paragraphs (A), (B), (C), (D) or (E) above and such Person's Beneficial Ownership of Shares thereafter increases by more than 1.0% of the number of Shares outstanding (other than pursuant to one or any

combination of an Exempt Acquisition, a Permitted Bid Acquisition, a Pro Rata Acquisition or a Share Reduction), then as of the date such Person becomes the Beneficial Owner of such additional Shares, such Person shall become an "**Acquiring Person**";

- (iii) for a period of ten days after the Disqualification Date (as defined below), any Person who becomes the Beneficial Owner of 20% or more of the outstanding Shares as a result of such Person becoming disqualified from relying on Clause 1.1(h)(v) solely because such Person or the Beneficial Owner of such Shares is making or has announced a current intention to make a Take-over Bid, either alone or by acting jointly or in concert with any other Person. For the purposes of this definition, "**Disqualification Date**" means the first date of public announcement of facts indicating that any Person is making or has announced an intention to make a Take-over Bid;
 - (iv) a Person (a "**Grandfathered Person**") who is the Beneficial Owner of 20% or more of the outstanding Shares determined as at the close of business on the Effective Date; provided further, however, that this exemption shall not be, and shall cease to be, applicable to a Grandfathered Person in the event that such Grandfathered Person shall, after the Effective Date, become the Beneficial Owner of more than 1.0% of the number of Shares then outstanding in addition to those Shares already held by such Person (other than through any one or any combination of a Convertible Security Acquisition, an Exempt Acquisition, a Permitted Bid Acquisition, a Pro Rata Acquisition, or a Share Reduction); or
 - (v) an underwriter or member of a banking or selling group that becomes the Beneficial Owner of 20% or more of the Shares in connection with a distribution of securities of the Corporation;
- (b) "**Affiliate**", when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person;
 - (c) "**AgJunction**" or the "**Corporation**" means AgJunction Inc., a corporation incorporated under the laws of the Province of Alberta;
 - (d) "**Agreement**" means this Amended and Restated Shareholder Rights Plan Agreement dated as of May 26, 2016, between the Corporation and the Rights Agent, as the same may be further amended or supplemented from time to time; "hereof", "herein", "hereto" and similar expressions mean and refer to this Agreement as a whole and not to any particular part of this Agreement;
 - (e) "**alternative transaction**" means:
 - (i) an amalgamation, merger, arrangement, consolidation, or any other transaction of the Corporation, or an amendment to the terms of the Shares, as a consequence of which the interest of a holder of Shares may be terminated without the holder's consent, regardless of whether the Shares are replaced with another security, but does not include:
 - (A) a consolidation of securities that does not have the effect of terminating the interests of holders of Shares in those securities without their consent, except to an extent that is nominal in the circumstances,
 - (B) a circumstance in which the Corporation may terminate a holder's interest in the Shares, under the terms attached to the security, for the purpose of enforcing an ownership or voting constraint that is necessary to enable the Corporation to comply with legislation, lawfully engage in a particular activity or have a specified level of Canadian ownership, or
 - (C) a transaction solely between or among the Corporation and one or more subsidiaries of the issuer,

- (ii) a sale, lease or exchange of all or substantially all the property of the Corporation if the sale, lease or exchange is not in the ordinary course of business of the Corporation, but does not include a sale, lease or exchange solely between or among the Corporation and one or more subsidiaries of the Corporation;
- (f) "**annual cash distributions**" means cash distributions or dividends paid in any fiscal year of the Corporation to the extent that such cash distributions or dividends do not exceed, in the aggregate, the greatest of:
- (i) 200% of the aggregate amount of cash distributions or dividends declared payable by the Corporation (including any predecessor thereto) on the Shares in its immediately preceding fiscal year;
 - (ii) 300% of the arithmetic mean of the aggregate amounts of the annual cash distributions or dividends declared payable by the Corporation (including any predecessor thereto) on the Shares in its three immediately preceding fiscal years; and
 - (iii) 150% of the aggregate consolidated net income of the Corporation, before extraordinary items, for its immediately preceding fiscal year;
- (g) "**Associate**" means, when used to indicate a relationship with a specified Person, a spouse of that Person, any Person of the same or opposite sex with whom that Person is living in a conjugal relationship outside marriage, a child of that Person, or a relative of that Person if that relative has the same residence as that Person;
- (h) A Person shall be deemed the "**Beneficial Owner**" of, and to have "**Beneficial Ownership**" of, and to "**Beneficially Own**",
- (i) any securities as to which such Person or any of such Person's Affiliates or Associates is the owner at law or in equity;
 - (ii) any securities as to which such Person or any of such Person's Affiliates or Associates has the right to become the owner at law or in equity (where such right is exercisable within a period of 60 days, whether or not on condition or the happening of any contingency or the making of any payment) pursuant to any agreement, arrangement, pledge or understanding, whether or not in writing (other than (x) customary agreements with and between underwriters and/or banking group members and/or selling group members with respect to a public offering or private placement of securities and (y) pledges of securities in the ordinary course of business), or upon the exercise of any conversion exercise or exchange or purchase of a right attaching to a Convertible Security, other security, warrant or option (other than the Rights) to purchase a Share; or
 - (iii) any securities which are Beneficially Owned within the meaning of Clauses 1.1(h)(i) and (ii) by any other Person with whom such Person, or any of such Person's Affiliates, is acting jointly or in concert;

provided, however, that a Person shall not be deemed the "**Beneficial Owner**" of, or to have "**Beneficial Ownership**" of, or to "**Beneficially Own**", any security:

- (iv) where such security has been agreed to be deposited or tendered pursuant to a Lock-up Agreement or is otherwise deposited to any Take-over Bid made by such Person, made by any of such Person's Affiliates or Associates or made by any other Person acting jointly or in concert with such Person, until such deposited or tendered security has been taken up or paid for, whichever shall first occur;

- (v) where such Person, any of such Person's Affiliates or Associates or any other Person acting jointly or in concert with such Person holds such security, provided that:
- (A) the ordinary business of any such Person (the "**Investment Manager**") includes the management of investment funds for others (which others, for greater certainty, may include or be limited to one or more employee benefit plans or pension plans) and such security is held by the Investment Manager in the ordinary course of such business in the performance of such Investment Manager's duties for the account of any other Person (a "**Client**") including non-discretionary accounts held on behalf of a Client by a broker or dealer appropriately registered under applicable law;
 - (B) such Person is (1) the manager or trustee of a mutual fund (a "**Mutual Fund**") that is registered or qualified to issue its securities to investors under the securities laws of any province of Canada or the securities laws of the United States and such security is held in the ordinary course of business in the performance of the Corporation Manager's duties with respect to the Mutual Fund, or (2) a Mutual Fund;
 - (C) such Person (the "**Trust Company**") is licensed to carry on the business of a trust company under applicable laws and, as such, acts as trustee or administrator or in a similar capacity in relation to the estates of deceased or incompetent Persons (each an "**Estate Account**") or in relation to other accounts (each an "**Other Account**") and holds such security in the ordinary course of such duties for such Estate Account or for such Other Accounts;
 - (D) such Person is established by statute for purposes that include, and the ordinary business or activity of such Person (the "**Statutory Body**") includes, the management of investment funds for employee benefit plans, pension plans, insurance plans or various public bodies;
 - (E) such Person (the "**Plan Administrator**") is the administrator or trustee of one or more pension funds or plans (a "**Plan**"), or is a Plan, registered or qualified under the laws of Canada or any Province thereof or the laws of the United States of America or any State thereof, or
 - (F) such Person (the "**Crown Agent**") is a Crown agent or agency;

provided, in any of the above cases, that the Investment Manager, the Corporation Manager, the Mutual Fund, the Trust Company, the Statutory Body, the Plan Administrator, the Plan or the Crown Agent, as the case may be, is not then making a Take-over Bid or has not then announced an intention to make a Take-over Bid alone or acting jointly or in concert with any other Person, other than an Offer to Acquire Shares or other securities (x) pursuant to a distribution by the Corporation, (y) by means of a Permitted Bid or (z) by means of ordinary market transactions (including prearranged trades entered into in the ordinary course of business of such Person) executed through the facilities of a stock exchange or organized over-the-counter market;

- (vi) where such Person is (A) a Client of the same Investment Manager as another Person on whose account the Investment Manager holds such security, (B) an Estate Account or an Other Account of the same Trust Company as another Person on whose account the Trust Company holds such security or (C) a Plan with the same Plan Administrator as another Plan on whose account the Plan Administrator holds such security;
- (vii) where such Person is (A) a Client of an Investment Manager and such security is owned at law or in equity by the Investment Manager, (B) an Estate Account or an Other Account of a Trust Company and such security is owned at law or in equity by the Trust Company or (C) a Plan and such security is owned at law or in equity by the Plan Administrator; or

- (viii) where such Person is a registered holder of such security as a result of carrying on the business of, or acting as a nominee of, a securities depository;
- (i) "**Bid Amendments**" means the amendments to Multilateral Instrument 62-104 – *Take-Over Bids and Issuer Bids* and the changes to National Policy 62-203 – *Take-Over Bids and Issuer Bids* and consequential amendments published by the Canadian Securities Administrators on February 25, 2016 and effective May 9, 2016;
- (j) "**Board**" means the board of directors of AgJunction;
- (k) "**Business Day**" means any day other than a Saturday, Sunday or a day on which banking institutions in Calgary are authorized or obligated by law to close;
- (l) "**Canadian Dollar Equivalent**" of any amount which is expressed in United States Dollars means, on any date, the Canadian dollar equivalent of such amount determined by multiplying such amount by the U.S. - Canadian Exchange Rate in effect on such date;
- (m) "**Canadian - U.S. Exchange Rate**" means, on any date, the inverse of the U.S. - Canadian Exchange Rate in effect on such date;
- (n) "**close of business**" on any given date means the time on such date (or, if such date is not a Business Day, the time on the next succeeding Business Day) at which the principal transfer office in Calgary of the transfer agent for the Shares (or, after the Separation Time, the principal transfer office in Calgary of the Rights) is closed to the public;
- (o) "**Competing Permitted Bid**" means a Take-over Bid that:
- (i) is made after a Permitted Bid or another Competing Permitted Bid has been made and prior to the expiry of the Permitted Bid or Competing Permitted Bid;
 - (ii) satisfies all components of the definition of a Permitted Bid other than the requirements set out in Paragraph 1.1(oo)(ii)(A) of the definition of a Permitted Bid; and
 - (iii) contains, and the take-up and payment for securities tendered or deposited is subject to, an irrevocable and unqualified condition that no Shares will be taken up or paid for pursuant to the Take-over Bid prior to the close of business on a date that is no earlier than the later of: (A) the initial deposit period determined pursuant to Paragraph 1.1(oo)(v)(B); and (B) 35 days after the date of the Take-over Bid constituting the Competing Permitted Bid;
- (p) "**controlled**" a corporation is "controlled" by another Person or two or more Persons acting jointly or in concert if:
- (i) securities entitled to vote in the election of directors carrying more than 50 per cent of the votes for the election of directors are held, directly or indirectly, by or on behalf of the other Person or two or more Persons acting jointly or in concert; and
 - (ii) the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors of such corporation;
- "**controls**" and "**under common control with**" shall be interpreted accordingly;
- (q) "**Convertible Security**" shall mean a security convertible, exercisable or exchangeable into a Share and a "**Convertible Security Acquisition**" shall mean an acquisition by a Person of Shares upon the exercise, conversion or exchange of a Convertible Security received by a Person pursuant to a Permitted Bid Acquisition, an Exempt Acquisition or a Pro Rata Acquisition;

- (r) **"Co-Rights Agents"** has the meaning ascribed thereto in Subsection 4.1(a);
- (s) **"deposit period news release"** means a news release issued by the Corporation in respect of a proposed or commenced Take-over Bid for the Shares or Convertible Securities of the Corporation and stating an initial deposit period for the Take-over Bid of not more than 105 days and not less than 35 days, expressed as a number of days from the date of the Take-over Bid;
- (t) **"Directors"** mean the directors of the Board;
- (u) **"Disposition Date"** has the meaning ascribed thereto in Subsection 5.1(h);
- (v) **"Effective Date"** means March 19, 2010;
- (w) **"Election to Exercise"** has the meaning ascribed thereto in Clause 2.2(d)(ii);
- (x) **"Exempt Acquisition"** means a Share acquisition in respect of which the Directors have waived the application of Section 3.1 pursuant to the provisions of Subsection 5.1(a) or 5.1(h);
- (y) **"Exercise Price"** means, as of any date, the price at which a holder of Rights may purchase the securities issuable upon exercise of one whole Right which, until adjustment thereof in accordance with the terms hereof, shall be \$50;
- (z) **"Expansion Factor"** has the meaning ascribed thereto in Clause 2.3(a)(x);
- (aa) **"Expiration Time"** means the close of business on the date of termination of this Agreement pursuant to Section 5.16 or, if this Agreement is reconfirmed pursuant to Section 5.16, the close of business on the tenth anniversary following the Effective Date;
- (bb) **"Flip-in Event"** means a transaction or other event in or pursuant to which any Person becomes an Acquiring Person;
- (cc) **"holder"** in respect of the Rights has the meaning ascribed thereto in Section 2.8;
- (dd) **"Independent Shareholders"** means Shareholders, other than:
 - (i) any Acquiring Person;
 - (ii) any Offeror (other than any Person who, by virtue of Clause 1.1(g)(v), is not deemed to Beneficially Own the Shares held by such Person);
 - (iii) any Affiliate or Associate of any Acquiring Person or Offeror;
 - (iv) any Person acting jointly or in concert with any Acquiring Person or Offeror; and
 - (v) any employee benefit plan, share option plan, deferred profit sharing plan, securities participation plan and any other similar plan or trust for the benefit of employees of the Corporation or a Subsidiary unless the beneficiaries of the plan or trust direct the manner in which the Shares are to be voted or withheld from voting or direct whether the Shares are to be tendered to a Take-over Bid;
- (ee) **"initial deposit period"** means the period, including any extension, during which Shares may be deposited under a Take-over Bid but does not include:
 - (i) a mandatory 10-day extension period, or

- (ii) any extension to the period during which Shares may be deposited if the extension is made after a mandatory 10-day extension period;
- (ff) "**Lock-up Agreement**" means an agreement between a Person and one or more Shareholders (each a "**Locked-up Person**") the terms of which are publicly disclosed and a copy of which is made available to the public (including the Corporation) not later than (i) the date the Lock-up Bid (as defined below) is publicly announced or, (ii) if the Lock-up Bid has been made prior to the date on which such agreement is entered into forthwith and in any event not later than the date following the date of such agreement, pursuant to which each Locked-up Person agrees to deposit or tender Shares to a Take-over Bid (the "**Lock-up Bid**") to be made or made by the Person or any of such Person's Affiliates or Associates or any other Person referred to in Clause (iii) of the definition of Beneficial Owner and which provides:
- (i) that any agreement to deposit or tender to, or to not withdraw Shares from, the Lock-up Bid is terminable at the option of the Locked-up Person in order to tender or deposit such Shares to another Take-over Bid or support another transaction:
- (A) where the price or value per Share offered under such other Take-over Bid or transaction is higher than the price or value per Share offered under the Lock-up Agreement; or
- (B) if:
- (I) the price or value per Share offered under the other Take-over Bid or transaction exceeds the price or value per Share offered or proposed to be offered under the Lock-up Bid by an amount that is equal to or greater than the lesser of (x) any amount specified in the agreement and (y) 7%; or
- (II) the number of Shares to be purchased under the other Take-over Bid or transaction exceeds the number of Shares offered to be purchased under the Lock-up Bid by an amount that is equal to or greater than the lesser of (x) any amount specified in the agreement and (y) 7%, at a price or value per Share, as applicable, that is not less than the price or value per Share offered under the Lock-up Bid;
- and the agreement may contain a right of first refusal or require a period of delay to give such Person an opportunity to match a higher price or value in another Take-over Bid or transaction or other similar limitation on a Locked-up Person's right to withdraw Shares from the agreement, so long as the limitation does not preclude the exercise by the Locked-up Person of the right to withdraw Shares during the period of the other Take-over Bid or transaction; and
- (ii) no "break-up " fees, "top-up" fees, penalties, expenses or other amounts that exceed in the aggregate the greater of:
- (A) the cash equivalent of 2.5% of the price or value payable under the Lock-up Bid to a Locked-up Person; and
- (B) 50% of the amount by which the price or value payable under another Take-over Bid or transaction to a Locked-up Person exceeds the price or value of the consideration that such Locked-up Person would have received under the Lock-up Bid,
- shall be payable by a Locked-up Person pursuant to the agreement in the event a Locked-up Person fails to deposit or tender Shares to the Lock-up Bid or withdraw Shares previously tendered thereto in order to tender to another Take-over Bid or support another transaction;
- (gg) "**mandatory 10-day extension period**" means the period referred to in subsection 1.1(oo)(iv);

(hh) "**Market Price**" per security of any securities on any date of determination means the average of the daily closing prices per security of the securities (determined as described below) on each of the 20 consecutive Trading Days through and including the Trading Day immediately preceding such date; provided, however, that if an event of a type analogous to any of the events described in Section 2.3 hereof shall have caused the closing prices used to determine the Market Price on any Trading Days not to be fully comparable with the closing price on the date of determination or, if the date of determination is not a Trading Day, on the immediately preceding Trading Day, each closing price so used shall be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.3 hereof in order to make it fully comparable with the closing price on the date of determination or, if the date of determination is not a Trading Day, on the immediately preceding Trading Day. The closing price per security of any securities on any date shall be:

- (i) the closing board lot sale price or, in case no such sale takes place on such date, the average of the closing bid and asked prices for each of the securities as reported by the principal Canadian stock exchange (as determined by volume of trading) on which the securities are listed or admitted to trading;
- (ii) if for any reason none of such prices are available on such day or the securities are not listed or admitted to trading on a Canadian stock exchange, the last sale price or, in case no such sale takes place on such date, the average of the closing bid and asked prices for each of the securities as reported by the principal national United States securities exchange (as determined by volume of trading) on which the securities are listed or admitted to trading;
- (iii) if for any reason none of such prices is available on such day or the securities are not listed or admitted to trading on a Canadian stock exchange or a national United States securities exchange, the last sale price or, in case no sale takes place on such date, the average of the high bid and low asked prices for each of the securities in the over-the-counter market, as quoted by any recognized reporting system then in use; or
- (iv) if for any reason none of such prices is available on such day or the securities are not listed or admitted to trading on a Canadian stock exchange or a national United States securities exchange or quoted by any reporting system, the average of the closing bid and asked prices as furnished by a recognized professional market maker making a market in the securities;

provided, however, that if for any reason none of such prices is available on such day, the closing price per security of the securities on such date means the fair value per security of the securities on such date as determined by an internationally recognized investment dealer or investment banker; provided further that if an event of a type analogous to any of the events described in Section 2.3 hereof has caused any price used to determine the Market Price on any Trading Day not to be fully comparable with the price as so determined on the Trading Day immediately preceding such date of determination, each price so used shall be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.3 hereof in order to make it fully comparable with the price on the Trading Day immediately preceding such date of determination. The Market Price shall be expressed in Canadian dollars and, if initially determined in respect of any day forming part of the 20 consecutive Trading Day period in question in United States dollars, such amount shall be translated into Canadian dollars on that date at the Canadian Dollar Equivalent thereof;

- (ii) "**1933 Securities Act**" means the *United States Securities Act of 1933*, as amended, and the rules and regulations thereunder, as now in effect or as the same may from time to time be amended, re-enacted or replaced;
- (jj) "**1934 Exchange Act**" means the *United States Securities Exchange Act of 1934*, as amended, and the rules and regulations thereunder as now in effect or as the same may from time to time be amended, re-enacted or replaced;
- (kk) "**Nominee**" has the meaning ascribed thereto in Subsection 2.2(c);

(ll) **"Offer to Acquire"** includes:

- (i) an offer to purchase or a solicitation of an offer to sell Shares; and
- (ii) an acceptance of an offer to sell Shares, whether or not such offer to sell has been solicited;

or any combination thereof, and the Person accepting an offer to sell shall be deemed to be making an Offer to Acquire to the Person that made the offer to sell;

(mm) **"Offeror"** means a Person who has announced, and has not withdrawn, an intention to make or who has made, and has not withdrawn, a Take-over Bid, other than a Person who has completed a Competing Permitted Bid, an Exempt Acquisition or a Permitted Bid;

(nn) **"Offeror's Shares"** means Shares Beneficially Owned by an Offeror on the date of the Offer to Acquire;

(oo) **"Permitted Bid"** means a Take-over Bid made by an Offeror by way of take-over bid circular which also complies with the following additional provisions:

- (i) the Take-over Bid is made to all Shareholders, other than the Offeror;
- (ii) the Take-over Bid contains, and the take-up and payment for securities tendered or deposited is subject to, an irrevocable and unqualified provision that no Shares will be taken up or paid for pursuant to the Take-over Bid:
 - (A) prior to the close of business on the date which is not less than 105 days following the date of the Take-over Bid; and
 - (B) only if at such date more than 50% of the Shares held by Independent Shareholders shall have been deposited or tendered pursuant to the Take-over Bid and not withdrawn;
- (iii) unless the Take-over Bid is withdrawn, the Take-over Bid contains an irrevocable and unqualified provision that Shares may be deposited pursuant to such Take-over Bid at any time during the period of time described in Paragraph 1.1(oo)(ii)(A) and that any Shares deposited pursuant to the Take-over Bid may be withdrawn until taken up and paid for;
- (iv) unless the Take-over Bid is withdrawn, the Take-over Bid contains an irrevocable and unqualified provision that in the event that the deposit condition set forth in Paragraph 1.1(oo)(ii)(B) is satisfied the Offeror will make a public announcement of that fact and the Take-over Bid will remain open for deposits and tenders of Shares for not less than ten days from the date of such public announcement;
- (v)
 - (A) despite Paragraph 1.1(oo)(ii)(A), if at or after the time an Offeror announces a Take-over Bid, the Corporation issues a deposit period news release in respect of the Offeror's Take-over Bid, the Offeror must allow securities to be deposited under its Take-over Bid for an initial deposit period of at least the number of days from the date of the bid as stated in the deposit period news release;
 - (B) despite Paragraph 1.1(oo)(ii)(A), an Offeror, other than an Offeror under subsection (A), must allow securities to be deposited under its Take-over Bid for an initial deposit period of at least the number of days from the date of the Take-over Bid as stated in the deposit period news release if either of the following applies:
 - (I) the Offeror commenced the Take-over Bid in respect of securities of the Corporation before the issuance of the deposit period news release referred to in Paragraph (A) and the Take-over Bid has yet to expire;

- (II) the Offeror, after the issuance of the deposit period news release referred to in Paragraph (A) above, commences a Take-over Bid in respect of securities of the Corporation and the Take-over Bid is commenced before one of the following:
 - (i) the date of expiry of the Take-over Bid referred to in Paragraph (A);
 - (ii) the date of expiry of another Take-over Bid referred to in Subparagraph (I);
- (C) for the purposes of Paragraphs (A) and (B), an Offeror must not allow securities to be deposited under its Take-over Bid for an initial deposit period of less than 35 days from the date of the Take-over Bid;
- (vi) despite Paragraph 1.1(oo)(ii)(A), if the Corporation issues a news release announcing that it intends to effect an alternative transaction, whether pursuant to an agreement or otherwise, an Offeror must allow securities to be deposited under its Take-over Bid for an initial deposit period of at least 35 days from the date of the Take-over Bid if either of the following applies:
 - (A) the Offeror commenced the Take-over Bid in respect of securities of the Corporation before the issuance of the news release and the Take-over Bid has yet to expire;
 - (B) the Offeror, after the issuance of the news release, commences a Take-over Bid in respect of securities of the Corporation and the Take-over Bid is commenced before one of the following:
 - (I) the date of completion or abandonment of the alternative transaction,
 - (II) the date of expiry of another Take-over Bid referred to in Paragraph (A);
- (pp) **"Permitted Bid Acquisition"** means an acquisition of Shares made pursuant to a Permitted Bid or a Competing Permitted Bid;
- (qq) **"Person"** includes any individual, firm, partnership, association, trust, trustee, executor, administrator, legal personal representative, body corporate, corporation, unincorporated organization, syndicate, governmental entity or other similar entity;
- (rr) **"Pro Rata Acquisition"** means an acquisition of Shares by a Person pursuant to:
 - (i) a Share distribution, Share split or other event in respect of securities of the Corporation of one or more particular classes or series pursuant to which such Person becomes the Beneficial Owner of Shares on the same pro rata basis as all other Shareholders;
 - (ii) the acquisition or the exercise by the Person of only those rights to purchase Shares distributed to that Person in the course of a distribution (other than Rights) to all Shareholders pursuant to a rights offering or pursuant to a prospectus, provided that the Person does not thereby acquire a greater percentage of Shares than the Person's percentage of Shares Beneficially Owned immediately prior to such acquisition or exercise; or
 - (iii) a distribution of Shares, or Convertible Securities (and the conversion or exchange of such Convertible Securities), made pursuant to a prospectus or by way of a private placement or securities exchange take-over bid, provided that the Person does not thereby acquire a greater percentage of such Shares, or Convertible Securities, so offered than the Person's percentage of Shares Beneficially Owned immediately prior to such acquisition;
- (ss) **"Record Time"** means 4:00 p.m. (Calgary Time) on the Effective Date;

- (tt) "**Right**" means a right to purchase a Share upon the terms and subject to the conditions set forth in this Agreement;
- (uu) "**Rights Certificate**" means the certificates representing the Rights after the Separation Time, which shall be substantially in the form attached hereto as Attachment 1;
- (vv) "**Rights Register**" and "**Rights Registrar**" have the meanings ascribed thereto in Subsection 2.6(a);
- (ww) "**Securities Act (Alberta)**" means the *Securities Act*, R.S.A. 2000, c. S.4, as amended, and the regulations thereunder, and any comparable or successor laws or regulations thereto;
- (xx) "**Securities Act (Ontario)**" means the *Securities Act*, R.S.O. 1990, c. S.5, as amended, and the regulations thereunder, and any comparable or successor laws or regulations thereto;
- (yy) "**Separation Time**" means the close of business on the tenth Trading Day after the earlier of:
- (i) the Share Acquisition Date;
 - (ii) the date of the commencement of or first public announcement of the intent of any Person (other than the Corporation or any Subsidiary of the Corporation) to commence a Take-over Bid (other than a Permitted Bid or a Competing Permitted Bid), or such later time as may be determined by the Directors, provided that, if any Take-over Bid referred to in this Clause (ii) expires, is cancelled, terminated or otherwise withdrawn prior to the Separation Time, such Take-over Bid shall be deemed, for the purposes of this definition, never to have been made; and
 - (iii) the date on which a Permitted Bid or Competing Permitted Bid ceases to be such;
- (zz) "**Shareholder**" means at any time in respect of the Shares or any other securities of the Corporation entitled to vote generally in the election of all Directors, the Person shown at that time on the register of holders of Shares or such other securities maintained by the transfer agent for the Corporation on behalf of the Corporation;
- (aaa) "**Shares**" means the common shares of the Corporation and any other securities of the Corporation entitled to vote generally in the election of all Directors;
- (bbb) "**Share Acquisition Date**" means the first date of public announcement (which, for purposes of this definition, shall include, without limitation, a report filed pursuant to (i) Section 5.2 of *Multilateral Instrument 62-104 – Take-Over Bids and Issuer Bids* adopted by the securities regulatory authorities in all jurisdictions of Canada except Ontario; (ii) the equivalent provisions of the *Securities Act (Ontario)*; or (iii) Section 13(d) of the *1934 Exchange Act*) by the Corporation or an Acquiring Person that an Acquiring Person has become such;
- (ccc) "**Share Reduction**" means an acquisition or redemption by the Corporation of Shares which, by reducing the number of Shares outstanding, increases the proportionate number of Shares Beneficially Owned by any Person to 20% or more of the Shares then outstanding;
- (ddd) "**Subsidiary**": a Person is a Subsidiary of another Person if it is controlled by:
- (i) the Corporation or that other Person; or
 - (ii) that other Person and one or more Person, each of which is controlled by that other Person; or
 - (iii) two or more Persons each of which is controlled by that other Person; or
 - (iv) it is a Subsidiary of a Person that is that other Person's Subsidiary;

- (eee) **"Take-over Bid"** means an Offer to Acquire Shares, or Convertible Securities if, assuming that the Shares or Convertible Securities subject to the Offer to Acquire are acquired and are Beneficially Owned at the date of such Offer to Acquire by the Person making such Offer to Acquire, such Shares (including Shares that may be acquired upon conversion exercise or exchange of Convertible Securities) together with the Offeror's Shares, constitute in the aggregate 20% or more of the outstanding Shares at the date of the Offer to Acquire;
- (fff) **"Trading Day"**, when used with respect to any securities, means a day on which the principal Canadian stock exchange on which such securities are listed or admitted to trading is open for the transaction of business or, if the securities are not listed or admitted to trading on any Canadian stock exchange, a Business Day; and
- (ggg) **"U.S. Canadian Exchange Rate"** means, on any date:
- (i) if on such date the Bank of Canada sets an average noon spot rate of exchange for the conversion of one United States dollar into Canadian dollars, such rate; and
 - (ii) in any other case, the rate for such date for the conversion of one United States dollar into Canadian dollars calculated in such manner as may be determined by the Directors from time to time acting in good faith.

1.2 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada, unless otherwise specified.

1.3 Headings

The division of this Agreement into Articles, Sections, Subsections, Clauses, Paragraphs, Subparagraphs or other portions hereof and the insertion of headings, subheadings and a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Calculation of Number and Percentage of Beneficial Ownership of Outstanding Shares

For purposes of this Agreement, the percentage of Shares Beneficially Owned by any Person shall be and be deemed to be the product (expressed as a percentage) determined by the formula:

$$100 \times A/B$$

where:

A = the number of votes on matters subject to approval by holders generally attaching to the Shares Beneficially Owned by such Person; and

B = the number of votes for the election of all Directors generally attaching to all outstanding Shares.

Where any Person is deemed to Beneficially Own unissued Shares, such Shares shall be deemed to be outstanding for the purpose of calculating the percentage of Shares Beneficially Owned by such Person.

1.5 Acting Jointly or in Concert

For the purposes hereof, a Person is acting jointly or in concert with every Person who, as a result of any agreement, commitment or understanding, whether formal or informal, written or unwritten, with the first Person or any Affiliate thereof, acquires or offers to acquire Shares or Convertible Securities (other than customary agreements with and between underwriters and/or banking group members and/or selling group members with

respect to a public offering or private placement of securities or pledges of securities in the ordinary course of business).

1.6 Generally Accepted Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the recommendations at the relevant time of the Canadian Institute of Chartered Accountants, or any successor institute, applicable on a consolidated basis (unless otherwise specifically provided herein to be applicable on an unconsolidated basis) as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles. Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other accounting computation is required to be made for the purpose of this Agreement or any document, such determination or calculation shall, to the extent applicable and except as otherwise specified herein or as otherwise agreed in writing by the parties, be made in accordance with generally accepted accounting principles applied on a consistent basis.

ARTICLE 2 THE RIGHTS

2.1 Issue of Rights and Legend on Share Certificates

- (a) One Right shall be issued on the Effective Date in respect of each Share issued or deemed issued at the Record Time and one Right shall be issued in respect of each Share issued after the Record Time and prior to the earlier of the Separation Time and the Expiration Time.
- (b) Certificates representing Shares which are issued at and after the Record Time but prior to the earlier of the Separation Time and the Expiration Time, shall also evidence one Right for each Share represented thereby and shall have impressed on, printed on, written on or otherwise affixed to them the following legend:

Until the Separation Time (defined in the Agreement below), this certificate also evidences the holder's rights described in a Amended and Restated Shareholder Rights Plan Agreement dated as of May 26, 2016 (the "**Agreement**") between AgJunction Inc. and Computershare Trust Company of Canada, the terms of which are incorporated herein and a copy of which is available on demand without charge. Under certain circumstances set out in the Agreement, the rights may expire, may become null and void or may be evidenced by separate certificates and no longer evidenced by this certificate.

2.2 Initial Exercise Price; Exercise of Rights; Detachment of Rights

- (a) Subject to adjustment as herein set forth, each Right will entitle the holder thereof, from and after the Separation Time and prior to the Expiration Time, to purchase one Share for the Exercise Price (and the Exercise Price and number of Shares are subject to adjustment as set forth below). Notwithstanding any other provision of this Agreement, any Rights held by the Corporation or any of its Subsidiaries shall be void.
- (b) Until the Separation Time:
 - (i) the Rights shall not be exercisable and no Right may be exercised; and
 - (ii) each Right will be evidenced by the certificate for the associated Share registered in the name of the holder thereof (which certificate shall also be deemed to represent a Rights Certificate) and will be transferable only together with, and will be transferred by a transfer of, such associated Share.
- (c) From and after the Separation Time and prior to the Expiration Time:
 - (i) the Rights shall be exercisable; and

- (ii) the registration and transfer of Rights shall be separate from and independent of Shares.

Promptly following the Separation Time, the Corporation will prepare and the Rights Agent will mail to each Shareholder of record as of the Separation Time (other than an Acquiring Person and, in respect of any Rights Beneficially Owned by such Acquiring Person which are not held of record by such Acquiring Person, the holder of record of such Rights (a "**Nominee**")), at such holder's address as shown by the records of the Corporation (the Corporation hereby agreeing to furnish copies of such records to the Rights Agent for this purpose):

- (x) a Rights Certificate appropriately completed, representing the number of Rights held by such holder at the Separation Time and having such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Corporation may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any law, rule or regulation or with any rule or regulation of any self-regulatory organization, stock exchange or quotation system on which the Rights may, from time to time, be listed or traded, or to conform to usage; and
- (y) a disclosure statement prepared by the Corporation describing the Rights,

provided that a Nominee shall be sent the materials provided for in (x) and (y) in respect of all Shares held of record by it which are not Beneficially Owned by an Acquiring Person.

- (d) Rights may be exercised, in whole or in part, on any Business Day after the Separation Time and prior to the Expiration Time by submitting to the Rights Agent in the manner specified in the Rights Certificate:
 - (i) the Rights Certificate evidencing such Rights;
 - (ii) an election to exercise such Rights (an "**Election to Exercise**") substantially in the form attached to the Rights Certificate appropriately completed and executed by the holder or his executors or administrators or other personal representatives or his or their legal attorney duly appointed by an instrument in writing in form and executed in a manner satisfactory to the Rights Agent; and
 - (iii) payment by certified cheque, banker's draft or money order payable to the order of the Corporation, of a sum equal to the Exercise Price multiplied by the number of Rights being exercised and a sum sufficient to cover any transfer tax or governmental charge which may be payable in respect of any transfer involved in the transfer or delivery of Rights Certificates or the issuance or delivery of certificates for Shares in a name other than that of the holder of the Rights being exercised.
- (e) Upon receipt of a Rights Certificate, together with a completed Election to Exercise executed in accordance with Clause 2.2(d)(ii), which does not indicate that such Right is null and void as provided by Subsection 3.1(b), and payment as set forth in Clause 2.2(d)(iii), the Rights Agent (unless otherwise instructed by the Corporation in the event that the Corporation is of the opinion that the Rights cannot be exercised in accordance with this Agreement) will thereupon promptly:
 - (i) requisition from the transfer agent certificates representing the number of such Shares to be purchased (the Corporation hereby irrevocably authorizing its transfer agent to comply with all such requisitions);
 - (ii) when appropriate, requisition from the Corporation the amount of cash to be paid in lieu of issuing fractional Shares in accordance with Subsection 5.5(b);
 - (iii) after receipt of the certificates referred to in Clause 2.2(e)(i), deliver the same to or upon the order of the registered holder of such Rights Certificates, registered in such name or names as may be designated by such holder;

- (iv) when appropriate, after receipt, deliver the cash referred to in Clause 2.2(e)(ii) to or to the order of the registered holder of such Rights Certificate; and
 - (v) tender to the Corporation all payments received on exercise of Rights.
- (f) In case the holder of any Rights shall exercise less than all the Rights evidenced by such holder's Rights Certificate, a new Rights Certificate evidencing the Rights remaining unexercised (subject to the provisions of Subsection 5.5(a)) will be issued by the Rights Agent to such holder or to such holder's duly authorized assigns.
- (g) The Corporation covenants and agrees that it will:
- (i) take all such commercially reasonable action as may be necessary and within its power to ensure that all Shares delivered upon exercise of Rights shall, at the time of delivery of the certificates for such Shares (subject to payment of the Exercise Price), be duly and validly authorized, executed, issued and delivered as fully paid and non-assessable;
 - (ii) take all such commercially reasonable action as may be necessary and within its power to comply with the requirements of the *Securities Act* (Alberta), the securities laws or comparable legislation of each of the provinces of Canada, the *1933 Securities Act* and the *1934 Exchange Act* and the rules and regulations thereunder and any other applicable law, rule or regulation, in connection with the issuance and delivery of the Rights Certificates and the issuance of any Shares upon exercise of Rights;
 - (iii) use commercially reasonable efforts to cause all Shares issued upon exercise of Rights to be listed on the principal stock exchanges on which such Shares were traded immediately prior to the Share Acquisition Date;
 - (iv) pay when due and payable, if applicable, any and all federal, provincial and municipal transfer taxes and charges (not including any income or capital taxes of the holder or exercising holder or any Rights or any liability of the Corporation to withhold tax) which may be payable in respect of the original issuance or delivery of the Rights Certificates, or certificates for Shares to be issued upon exercise of any Rights, provided that the Corporation shall not be required to pay any transfer tax or charge which may be payable in respect of any transfer involved in the transfer or delivery of Rights Certificates or the issuance or delivery of certificates for Shares in a name other than that of the holder of the Rights being transferred or exercised; and
 - (v) after the Separation Time, except as permitted by Section 5.1, not take (or permit any Subsidiary to take) any action if at the time such action is taken it is reasonably foreseeable that such action will diminish substantially or otherwise eliminate the benefits intended to be afforded by the Rights.

2.3 Adjustments to Exercise Price; Number of Rights

The Exercise Price, the number and kind of securities subject to purchase upon exercise of each Right and the number of Rights outstanding are subject to adjustment from time to time as provided in this Section 2.3.

- (a) In the event the Corporation shall at any time after the Effective Date and prior to the Expiration Time:
 - (i) declare or pay a distribution on Shares payable in Shares (or Convertible Securities) other than pursuant to any optional securities distribution program;
 - (ii) subdivide or change the then outstanding Shares into a greater number of Shares;

- (iii) consolidate or change the then outstanding Shares into a smaller number of Shares; or
- (iv) issue any Shares or other capital share of the Corporation (or other Convertible Securities) in respect of, in lieu of or in exchange for existing Shares except as otherwise provided in this Section 2.3,

the Exercise Price and the number of Rights outstanding, or, if the payment or effective date therefor shall occur after the Separation Time, the securities purchasable upon exercise of Rights shall be adjusted as of the payment or effective date in the manner set forth below.

If the Exercise Price and number of Rights outstanding are to be adjusted:

- (x) the Exercise Price in effect after such adjustment will be equal to the Exercise Price in effect immediately prior to such adjustment divided by the number of Shares (or other securities) (the "**Expansion Factor**") that a Shareholder of one Share immediately prior to such distribution, subdivision, change, consolidation or issuance would hold thereafter as a result thereof; and
- (y) each Right held prior to such adjustment will become that number of Rights equal to the Expansion Factor,

and the adjusted number of Rights will be deemed to be distributed among the Shares with respect to which the original Rights were associated (if they remain outstanding) and the Shares issued in respect of such distribution, subdivision, change, consolidation or issuance, so that each such Share (or other securities) will have exactly one Right associated with it.

For greater certainty, if the securities purchasable upon exercise of Rights are to be adjusted, the securities purchasable upon exercise of each Right after such adjustment will be the securities that a holder of the securities purchasable upon exercise of one Right immediately prior to such distribution, subdivision, change, consolidation or issuance would hold thereafter as a result of such dividend, subdivision, change, consolidation or issuance.

If, after the Record Time and prior to the Expiration Time, the Corporation shall issue any securities other than Shares in a transaction of a type described in Clause 2.3(a)(i) or (iv), such securities shall be treated herein as nearly equivalent to Shares as may be practicable and appropriate under the circumstances and the Corporation and the Rights Agent agree to amend this Agreement in order to effect such treatment. If an event occurs which would require an adjustment under both this Section 2.3 and Subsection 3.1(a) hereof, the adjustment provided for in this Section 2.3 shall be in addition to and shall be made prior to any adjustment required pursuant to Subsection 3.1(a) hereof. Adjustments pursuant to Subsection 2.3(a) shall be made successively, whenever an event referred to in Subsection 2.3(a) occurs.

In the event the Corporation shall at any time after the Record Time and prior to the Separation Time issue any Shares otherwise than in a transaction referred to in this Subsection 2.3(a), each such Share so issued shall automatically have one new Right associated with it, which Right shall be evidenced by the certificate representing such associated Share.

- (b) In the event the Corporation shall at any time after the Record Time and prior to the Separation Time fix a record date for the issuance of rights, options or warrants to all Shareholders entitling them (for a period expiring within 45 calendar days after such record date) to subscribe for or purchase Shares (or Convertible Securities) at a price per Share (or, if a Convertible Security, having a conversion, exchange or exercise price, including the price required to be paid to purchase such Convertible Security per Share) less than the Market Price per Share on such record date, the Exercise Price to be in effect after such record date shall be determined by multiplying the Exercise Price in effect immediately prior to such record date by a fraction:
 - (i) the numerator of which shall be the number of Shares outstanding on such record date, plus the number of Shares that the aggregate offering price of the total number of Shares so to be offered

(and/or the aggregate initial conversion, exchange or exercise price of the Convertible Securities so to be offered, including the price required to be paid to purchase such Convertible Securities) would purchase at such Market Price per Share; and

- (ii) the denominator of which shall be the number of Shares outstanding on such record date, plus the number of additional Shares to be offered for subscription or purchase (or into which the Convertible Securities so to be offered are initially convertible, exchangeable or exercisable).

In case such subscription price may be paid by delivery of consideration, part or all of which may be in a form other than cash, the value of such consideration shall be as determined in good faith by the Directors, whose determination shall be described in a statement filed with the Rights Agent and shall be binding on the Rights Agent and the holders of Rights. Such adjustment shall be made successively whenever such a record date is fixed, and in the event that such rights, options or warrants are not so issued, or if issued, are not exercised prior to the expiration thereof, the Exercise Price shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed, or to the Exercise Price which would be in effect based upon the number of Shares (or Convertible Securities) actually issued upon the conversion exercise or exchange of such Convertible Securities or upon exercise of such rights, options or warrants, as the case may be.

For purposes of this Agreement, the granting of the right to purchase Shares (whether from treasury or otherwise) pursuant to any employee benefit, Share option, Share purchase or similar plans shall be deemed not to constitute an issue of rights, options or warrants by the Corporation; provided, however, that, in all such cases, the right to purchase Shares is either (i) at a price per Share of not less than 95% of the current market price per Share (determined as provided in such plans) of the Shares; or (ii) limited to trustees, directors, officers, employees or consultants of or to the Corporation or its Subsidiaries and is part of the Corporation's regular compensation practices.

- (c) In the event the Corporation shall at any time after the Record Time and prior to the Separation Time fix a record date for the making of a distribution to all Shareholders (including any such distribution made in connection with a merger or amalgamation) of evidences of indebtedness, cash (other than an annual cash distribution or a distribution referred to in Section 2.3(a)(i), but including any distribution payable in other securities of the Corporation other than Shares), assets or rights, options or warrants (excluding those referred to in Subsection 2.3(b)), the Exercise Price to be in effect after such record date shall be determined by multiplying the Exercise Price in effect immediately prior to such record date by a fraction:
 - (i) the numerator of which shall be the Market Price per Share on such record date, less the fair market value (as determined in good faith by the Directors, whose determination shall be described in a statement filed with the Rights Agent and shall be binding on the Rights Agent and the holders of Rights), on a per Share basis, of the portion of the cash, assets, evidences of indebtedness, rights, options or warrants so to be distributed; and
 - (ii) the denominator of which shall be such Market Price per Share.

Such adjustments shall be made successively whenever such a record date is fixed, and in the event that such a distribution is not so made, the Exercise Price shall be adjusted to be the Exercise Price which would have been in effect if such record date had not been fixed.

- (d) Notwithstanding anything herein to the contrary, no adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least one per cent in the Exercise Price; provided, however, that any adjustments which by reason of this Subsection 2.3(d) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under Section 2.3 shall be made to the nearest cent or to the nearest ten-thousandth of a security. Notwithstanding the first sentence of this Subsection 2.3(d), any adjustment required by Section 2.3 shall be made no later than the earlier of

- (i) three years from the date of the transaction which gives rise to such adjustment; or
 - (ii) the Expiration Time.
- (e) In the event the Corporation shall at any time after the Record Time and prior to the Separation Time issue securities (other than Shares), or rights, options or warrants to subscribe for or purchase any such securities, or Convertible Securities for any such securities, in a transaction referred to in Clause 2.3(a)(i) or (a)(iv), if the Directors acting in good faith determine that the adjustments contemplated by Subsections 2.3(a), (b) and (c) in connection with such transaction will not appropriately protect the interests of the holders of Rights, the Directors may determine what other adjustments to the Exercise Price, number of Rights and/or securities purchasable upon exercise of Rights would be appropriate and, notwithstanding Subsections 2.3(a), (b) and (c) such adjustments, rather than the adjustment contemplated by Subsections 2.3(a), (b) and (c) shall be made. The Corporation and the Rights Agent, with prior approval of holders given in accordance with the provisions of Section 5.4 shall have authority to amend this Agreement as appropriate to provide for such adjustments.
- (f) Each Right originally issued by the Corporation subsequent to any adjustment made to the Exercise Price hereunder shall evidence the right to purchase, at the adjusted Exercise Price, the number of Shares purchasable from time to time hereunder upon exercise of a Right immediately prior to such issue, all subject to further adjustment as provided herein.
- (g) Irrespective of any adjustment or change in the Exercise Price or the number of Shares issuable upon the exercise of the Rights, the Rights Certificates theretofore and thereafter issued may continue to express the Exercise Price per Share and the number of Shares which were expressed in the initial Rights Certificates issued hereunder.
- (h) In any case in which this Section 2.3 shall require that an adjustment in the Exercise Price be made effective as of a record date for a specified event, the Corporation may elect to defer until the occurrence of such event the issuance to the holder of any Right exercised after such record date the number of Shares and other securities of the Corporation, if any, issuable upon such exercise over and above the number of Shares and other securities of the Corporation, if any, issuable upon such exercise on the basis of the Exercise Price in effect prior to such adjustment; provided, however, that the Corporation shall deliver to such holder an appropriate instrument evidencing such holder's right to receive such additional Shares or other securities upon the occurrence of the event requiring such adjustment.
- (i) Notwithstanding anything contained in this Section 2.3 to the contrary, the Corporation shall be entitled to make such reductions in the Exercise Price, in addition to those adjustments expressly required by this Section 2.3, as and to the extent that in their good faith judgment the Board determine to be advisable, in order that any:
- (i) consolidation or subdivision of Shares;
 - (ii) issuance (wholly or in part for cash) of Shares or Convertible Securities;
 - (iii) Share distributions;
 - (iv) issuance of rights, options or warrants referred to in this Section 2.3,

hereafter made by the Corporation to its Shareholders, shall not be taxable to such Shareholders.

2.4 Date on Which Exercise is Effective

Each Person in whose name any certificate for Shares or other securities, if applicable, is issued upon the exercise of Rights shall for all purposes be deemed to have become the Shareholder of record of the Shares or other securities, if applicable, represented thereon, and such certificate shall be dated the date upon which the

Rights Certificate evidencing such Rights was duly surrendered in accordance with Subsection 2.2(d) (together with a duly completed Election to Exercise) and payment of the Exercise Price for such Rights (and any applicable transfer taxes and other governmental charges payable by the exercising holder of Rights hereunder) was made; provided, however, that if the date of such surrender and payment is a date upon which the Share transfer books of the Corporation are closed, such Person shall be deemed to have become the Shareholder of record of such Shares on, and such certificate shall be dated, the next succeeding Business Day on which the Share transfer books of the Corporation are open.

2.5 Execution, Authentication, Delivery and Dating of Rights Certificates

- (a) The Rights Certificates shall be executed on behalf of the Corporation by any two of the Directors, the Chief Executive Officer of the Administrator, and Chief Financial Officer of the Administrator. The signature of any of these officers on the Rights Certificates may be manual or facsimile. Rights Certificates bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Corporation shall bind the Corporation, notwithstanding that such individuals or any of them have ceased to hold such offices either before or after the countersignature and delivery of such Rights Certificates.
- (b) Promptly after the Corporation learns of the Separation Time, the Corporation will notify the Rights Agent of such Separation Time and will deliver Rights Certificates executed by the Corporation to the Rights Agent for countersignature, and the Rights Agent shall manually countersign (in a manner satisfactory to the Corporation) and send such Rights Certificates to the holders of the Rights pursuant to Subsection 2.2(c) hereof. No Rights Certificate shall be valid for any purpose until countersigned by the Rights Agent as aforesaid.
- (c) Each Rights Certificate shall be dated the date of countersignature thereof.

2.6 Registration, Transfer and Exchange

- (a) After the Separation Time, the Corporation will cause to be kept a register (the "**Rights Register**") in which, subject to such reasonable regulations as it may prescribe, the Corporation will provide for the registration and transfer of Rights. The Rights Agent is hereby appointed registrar for the Rights (the "**Rights Registrar**") for the purpose of maintaining the Rights Register for the Corporation and registering Rights and transfers of Rights as herein provided, and the Rights Agent hereby accepts such appointment. In the event that the Rights Agent shall cease to be the Rights Registrar, the Rights Agent will have the right to examine the Rights Register at all reasonable times.

After the Separation Time and prior to the Expiration Time, upon surrender for registration of transfer or exchange of any Rights Certificate, and subject to the provisions of Subsection 2.6(c), the Corporation will execute, and the Rights Agent will manually countersign and deliver, in the name of the holder of such Rights or the designated transferee or transferees, as required pursuant to such holder's instructions, one or more new Rights Certificates evidencing the same aggregate number of Rights as did the Rights Certificates so surrendered.

- (b) All Rights issued upon any registration of transfer or exchange of Rights Certificates shall be the valid obligations of the Corporation, and such Rights shall be entitled to the same benefits under this Agreement as the Rights surrendered upon such registration of transfer or exchange.
- (c) Every Rights Certificate surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer satisfactory in form to the Corporation or the Rights Agent, as the case may be, duly executed by the holder thereof or such holder's attorney duly authorized in writing. As a condition to the issuance of any new Rights Certificate under this Section 2.6, the Corporation may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the reasonable fees and expenses of the Rights Agent) connected therewith.

2.7 Mutilated, Destroyed, Lost and Stolen Rights Certificates

- (a) If any mutilated Rights Certificate is surrendered to the Rights Agent prior to the Expiration Time, the Corporation shall execute and the Rights Agent shall countersign and deliver in exchange therefor a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so surrendered.
- (b) If there shall be delivered to the Corporation and the Rights Agent prior to the Expiration Time:
 - (i) evidence to their reasonable satisfaction of the destruction, loss or theft of any Rights Certificate; and
 - (ii) such surety bond as may be reasonably required by them to save each of them and any of their agents harmless,

then, in the absence of notice to the Corporation or the Rights Agent that such Rights Certificate has been acquired by a bona fide purchaser, the Corporation shall execute and upon the Corporation's request the Rights Agent shall countersign and deliver, in lieu of any such destroyed, lost or stolen Rights Certificate, a new Rights Certificate evidencing the same number of Rights as did the destroyed, lost or stolen Rights Certificate.

- (c) As a condition to the issuance of any new Rights Certificate under this Section 2.7, the Corporation may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the reasonable fees and expenses of the Rights Agent) connected therewith.
- (d) Every new Rights Certificate issued pursuant to this Section 2.7 in lieu of any destroyed, lost or stolen Rights Certificate shall evidence the contractual obligation of the Corporation, whether or not the destroyed, lost or stolen Rights Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Agreement equally and proportionately with any and all other Rights duly issued hereunder.

2.8 Persons Deemed Owners of Rights

The Corporation, the Rights Agent and any agent of the Corporation or the Rights Agent may deem and treat the Person in whose name a Rights Certificate (or, prior to the Separation Time, the associated Share certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby for all purposes whatsoever. As used in this Agreement, unless the context otherwise requires, the term "holder" of any Rights shall mean the registered holder of such Rights (or, prior to the Separation Time, of the associated Shares).

2.9 Delivery and Cancellation of Certificates

All Rights Certificates surrendered upon exercise or for redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Rights Agent, be delivered to the Rights Agent and, in any case, shall be promptly cancelled by the Rights Agent. The Corporation may at any time deliver to the Rights Agent for cancellation any Rights Certificates previously countersigned and delivered hereunder which the Corporation may have acquired in any manner whatsoever, and all Rights Certificates so delivered shall be promptly cancelled by the Rights Agent. No Rights Certificate shall be countersigned in lieu of or in exchange for any Rights Certificates cancelled as provided in this Section 2.9, except as expressly permitted by this Agreement. The Rights Agent shall, subject to applicable laws, and its ordinary business practices, destroy all cancelled Rights Certificates and deliver a certificate of destruction to the Corporation.

2.10 Agreement of Rights Holders

Every holder of Rights, by accepting the same, consents and agrees with the Corporation and the Rights Agent and with every other holder of Rights:

- (a) to be bound by and subject to the provisions of this Agreement, as amended from time to time in accordance with the terms hereof, in respect of all Rights held;
- (b) that prior to the Separation Time, each Right will be transferable only together with, and will be transferred by a transfer of, the associated Share certificate representing such Right;
- (c) that after the Separation Time, the Rights Certificates will be transferable only on the Rights Register as provided herein;
- (d) that prior to due presentment of a Rights Certificate (or, prior to the Separation Time, the associated Share certificate) for registration of transfer, the Corporation, the Rights Agent and any agent of the Corporation or the Rights Agent may deem and treat the Person in whose name the Rights Certificate (or, prior to the Separation Time, the associated Share certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on such Rights Certificate or the associated Share certificate made by anyone other than the Corporation or the Right Agent) for all purposes whatsoever, and neither the Corporation nor the Rights Agent shall be affected by any notice to the contrary;
- (e) that such holder of Rights has waived his right to receive any fractional Rights or any fractional Shares or other securities upon exercise of a Right (except as provided herein);
- (f) that, subject to the provisions of Section 5.4, without the approval of any holder of Rights or Shares and upon the sole authority of the Directors, acting in good faith, this Agreement may be supplemented or amended from time to time to cure any ambiguity or to correct or supplement any provision contained herein which may be inconsistent with the intent of this Agreement or is otherwise defective, as provided herein; and
- (g) notwithstanding anything in this Agreement to the contrary, neither the Corporation nor the Rights Agent shall have any liability to any holder of a Right or any other Person as a result of its inability to perform any of its obligations under this Agreement by reason of any preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission, or any statute, rule, regulation or executive order promulgated or enacted by any governmental authority, prohibiting or otherwise restraining performance of such obligation.

2.11 Rights Certificate Holder Not Deemed a Shareholder

No holder, as such, of any Rights or Rights Certificate shall be entitled to vote, receive distributions or be deemed for any purpose whatsoever a Shareholder or a holder of any Share or any other share or security of the Corporation which may at any time be issuable on the exercise of the Rights represented thereby, nor shall anything contained herein or in any Rights Certificate be construed or deemed or confer upon the holder of any Right or Rights Certificate, as such, any right, title, benefit or privilege of a Shareholder or any other securities of the Corporation or any right to vote at any meeting of Shareholders whether for the election of trustees or Directors or otherwise or upon any matter submitted to Shareholders or any other securities of the Corporation at any meeting thereof, or to give or withhold consent to any action of the Corporation, or to receive notice of any meeting or other action affecting any Shareholder or any other securities of the Corporation except as expressly provided herein, or to receive distributions or subscription rights, or otherwise, until the Right or Rights evidenced by Rights Certificates shall have been duly exercised in accordance with the terms and provisions hereof.

2.12 Global Share Certificate and Book Entry System

- (a) Notwithstanding any of the provisions of this Agreement, until the Directors otherwise determine in writing and provide notice thereof to the Rights Agent, the Rights to be issued hereunder to Shareholders will be made through the book entry system representing the number of Rights so issued. Share or associated Rights represented by the book entry system will not entitle the Shareholder to a certificate or other

instrument from the Corporation, transfer agent or Rights Agent to evidence the ownership thereof. New Shares issued as a result of the exercise of any Right will also be represented through the book entry system in all circumstances.

- (b) For as long as Rights are held through The Canadian Depository for Securities Limited (CDS), any notice or other communication that is required to be given to holders of Rights, the Corporation and the Rights Agent will give all such notices and communications through CDS. The Rights of a holder whose Rights are held through CDS shall be exercised only through CDS.

ARTICLE 3 ADJUSTMENTS TO THE RIGHTS

3.1 Flip-in Event

- (a) Subject to Subsection 3.1(b) and Section 5.1, if prior to the Expiration Time a Flip-in Event occurs, each Right shall constitute, effective at the close of business on the tenth Trading Day after the Share Acquisition Date, the right to purchase from the Corporation, upon exercise thereof in accordance with the terms hereof, that number of Shares having an aggregate Market Price on the date of consummation or occurrence of such Flip-in Event equal to twice the Exercise Price for an amount in cash equal to the Exercise Price (such right to be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.3 in the event that after such consummation or occurrence, an event of a type analogous to any of the events described in Section 2.3 shall have occurred).
- (b) Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any Flip-in Event, any Rights that are or were Beneficially Owned on or after the earlier of the Separation Time or the Share Acquisition Date by:
- (i) an Acquiring Person (or any Affiliate or Associate of an Acquiring Person or any Person acting jointly or in concert with an Acquiring Person or any Affiliate or Associate of an Acquiring Person); or
 - (ii) a transferee of Rights, directly or indirectly, from an Acquiring Person (or any Affiliate or Associate of an Acquiring Person or any Person acting jointly or in concert with an Acquiring Person or any Affiliate or Associate of an Acquiring Person), where such transferee becomes a transferee concurrently with or subsequent to the Acquiring Person becoming such in a transfer that the Directors have determined is part of a plan, arrangement or scheme of an Acquiring Person (or any Affiliate or Associate of an Acquiring Person or any Person acting jointly or in concert with an Acquiring Person or any Affiliate or Associate of an Acquiring Person) that has the purpose or effect of avoiding Clause 3.1(b)(i),

shall become null and void without any further action, and any holder of such Rights (including transferees) shall thereafter have no right to exercise such Rights under any provision of this Agreement and further shall thereafter not have any other rights whatsoever with respect to such Rights, whether under any provision of this Agreement or otherwise.

- (c) From and after the Separation Time, the Corporation shall do all such acts and things as shall be necessary and within its power to ensure compliance with the provisions of this Section 3.1, including without limitation, all such acts and things as may be required to satisfy the requirements of the *Securities Act* (Alberta) and the securities laws or comparable legislation of each of the provinces of Canada and of the United States and each of the states thereof in respect of the issue of Shares upon the exercise of Rights in accordance with this Agreement.
- (d) Any Rights Certificate that represents Rights Beneficially Owned by a Person described in either Clause 3.1(b)(i) or (b)(ii) or transferred to any nominee of any such Person, and any Rights Certificate issued upon

transfer, exchange, replacement or adjustment of any other Rights Certificate referred to in this sentence, shall contain the following legend:

- (e) The Rights represented by this Rights Certificate were issued to a Person who was an Acquiring Person or an Affiliate or an Associate of an Acquiring Person (as such terms are defined in the Shareholder Rights Plan Agreement) or a Person who was acting jointly or in concert with an Acquiring Person or an Affiliate or Associate of an Acquiring Person. This Rights Certificate and the Rights represented hereby are void or shall become void in the circumstances specified in Subsection 3.1(b) of the Shareholder Rights Plan Agreement.

provided, however, that the Rights Agent shall not be under any responsibility to ascertain the existence of facts that would require the imposition of such legend but shall impose such legend only if instructed to do so by the Corporation in writing or if a holder of Rights fails to certify upon transfer or exchange in the space provided on the Rights Certificate that such holder is not a Person described in such legend.

ARTICLE 4 THE RIGHTS AGENT

4.1 General

- (a) The Corporation hereby appoints the Rights Agent to act as agent for the Corporation and the holders of the Rights in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The Corporation may from time to time appoint such co-Rights Agents ("**Co-Rights Agents**") as it may deem necessary or desirable, subject to the approval of the Rights Agent. In the event the Corporation appoints one or more Co-Rights Agents, the respective duties of the Rights Agent and the Co-Rights Agents shall be as the Corporation may determine, with the approval of the Rights Agent and the Co-Rights Agents. The Corporation agrees to pay all reasonable fees and expenses of the Rights Agent in respect of the performance of its duties under this Agreement. The Corporation also agrees to indemnify the Rights Agent, its officers, directors and employees for, and to hold such persons harmless against, any loss, liability, or expense, incurred without negligence, bad faith or wilful misconduct on the part of the Rights Agent, for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement, including the costs and expenses of defending against any claim of liability, which right to indemnification will survive the termination of this Agreement or the resignation or removal of the Rights Agent.
- (b) The Rights Agent shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in connection with its administration of this Agreement in reliance upon any certificate for Shares, Rights Certificate, certificate for other securities of the Corporation, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, opinion, statement, or other paper or document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper Person or Persons.

4.2 Merger, Amalgamation or Consolidation or Change of Name of Rights Agent

- (a) Any corporation into which the Rights Agent may be merged or amalgamated or with which it may be consolidated, or any corporation resulting from any merger, amalgamation, statutory arrangement or consolidation to which the Rights Agent is a party, or any corporation succeeding to the shareholder or stockholder services business of the Rights Agent, will be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, provided that such corporation would be eligible for appointment as a successor Rights Agent under the provisions of Section 4.4 hereof. If, at the time such successor Rights Agent succeeds to the agency created by this Agreement, any of the Rights Certificates have been countersigned but not delivered, the successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Rights Certificates so countersigned; and if, at that time, any of the Rights have not been countersigned, any successor Rights Agent may countersign such Rights Certificates in the name of the predecessor Rights

Agent or in the name of the successor Rights Agent; and in all such cases such Rights Certificates will have the full force provided in the Rights Certificates and in this Agreement.

- (b) If, at any time, the name of the Rights Agent is changed and at such time any of the Rights Certificates have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Rights Certificates so countersigned; and if, at that time, any of the Rights Certificates have not been countersigned, the Rights Agent may countersign such Rights Certificates either in its prior name or in its changed name; and in all such cases such Rights Certificates shall have the full force provided in the Rights Certificates and in this Agreement.

4.3 Duties of Rights Agent

The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, all of which the Corporation and the holders of certificates for Shares and the holders of Rights Certificates, by their acceptance thereof, shall be bound:

- (a) the Rights Agent, at the expense of the Corporation, may consult with and retain legal counsel (who may be legal counsel for the Corporation) and such other experts as it reasonably considers necessary to perform its duties hereunder, and the opinion of such counsel or other expert will be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion;
- (b) whenever in the performance of its duties under this Agreement, the Rights Agent deems it necessary or desirable that any fact or matter be proved or established by the Corporation prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof is specifically prescribed herein) is deemed to be conclusively proved and established by a certificate signed by a Person believed by the Rights Agent to be a Trustee, the President and Chief Executive Officer of the Administrator, a Vice-President of the Administrator, the Chief Financial Officer of the Administrator, the Corporate Secretary of the Corporation or the Administrator and delivered to the Rights Agent; and such certificate will be full authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate;
- (c) the Rights Agent will be liable hereunder for its own negligence, bad faith or wilful misconduct;
- (d) the Rights Agent will not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the certificates for Shares or the Rights Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and will be deemed to have been made by the Corporation only;
- (e) the Rights Agent will not have any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due authorization, execution and delivery hereof by the Rights Agent) or in respect of the validity or execution of any certificate for a Share or Rights Certificate (except its countersignature thereof); nor will it be responsible for any breach by the Corporation of any covenant or condition contained in this Agreement or in any Rights Certificate; nor will it be responsible for any change in the exerciseability of the Rights (including the Rights becoming void pursuant to Subsection 3.1(b) hereof) or any adjustment required under the provisions of Section 2.3 hereof or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment (except with respect to the exercise of Rights after receipt of the certificate contemplated by Section 2.3 describing any such adjustment); nor is it deemed by any act hereunder to make any representation or warranty as to the authorization of any Shares to be issued pursuant to this Agreement or any Rights or as to whether any Shares will, when issued, be duly and validly authorized, executed, issued and delivered and fully paid and non-assessable;
- (f) the Corporation agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may

reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement;

- (g) the Rights Agent is hereby authorized and directed to accept instructions in writing with respect to the performance of its duties hereunder from any individual believed by the Rights Agent to be a Trustee, the Chief Executive Officer or the Chief Financial Officer of the Administrator and to apply to such individuals for advice or instructions in connection with its duties, and it shall not be liable for any action taken or suffered by it in good faith in accordance with instructions of any such individual;
- (h) the Rights Agent and any shareholder or stockholder, director, officer or employee of the Rights Agent may buy, sell or deal in Shares, Rights or other securities of the Corporation or become pecuniarily interested in any transaction in which the Corporation may be interested, or contract with or lend money to the Corporation or otherwise act as fully and freely as though it were not Rights Agent under this Agreement and nothing herein shall preclude the Rights Agent from acting in any other capacity for the Corporation or for any other legal entity; and
- (i) the Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent will not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to the Corporation resulting from any such act, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment thereof.

4.4 Change of Rights Agent

The Rights Agent may resign and be discharged from its duties under this Agreement upon 60 days' notice (or such lesser notice as is acceptable to the Corporation) in writing mailed to the Corporation and to each transfer agent of Shares by registered or certified mail. The Corporation may remove the Rights Agent upon 60 days' notice in writing, mailed to the Rights Agent and to each transfer agent of the Shares by registered or certified mail. If the Rights Agent should resign or be removed or otherwise become incapable of acting, the Corporation will appoint a successor to the Rights Agent. If the Corporation fails to make such appointment within a period of 60 days after removal or after it has been notified in writing of the resignation or incapacity by the resigning or incapacitated Rights Agent, then by prior written notice to the Corporation, the resigning Rights Agent or the holder of any Rights (which holder shall, with such notice, submit such holder's Rights Certificate, if any, for inspection by the Corporation), may apply to a court of competent jurisdiction for the appointment of a new Rights Agent, at the Corporation's expense. Any successor Rights Agent, whether appointed by the Corporation or by such a court, shall be a corporation incorporated under the laws of Canada or a province thereof authorized to carry on the business of a trust company in the Provinces of Alberta and Ontario. After appointment, the successor Rights Agent will be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent, upon receipt of all outstanding fees and expenses owing to it, shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Corporation will file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Shares and mail a notice thereof in writing to the holders of the Rights in accordance with Section 5.9. Failure to give any notice provided for in this Section 4.4, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of any successor Rights Agent, as the case may be.

ARTICLE 5 MISCELLANEOUS

5.1 Redemption and Waiver

- (a) The Directors acting in good faith may, until the occurrence of a Flip-in Event, upon prior written notice delivered to the Rights Agent, waive the application of Section 3.1 to a particular Flip-in Event that would result from a Take-over Bid made by way of take-over bid circular to all holders of record of Shares (which for greater certainty shall not include the circumstances described in Subsection 5.1(h)); provided that if the

Directors waive the application of Section 3.1 to a particular Flip-in Event pursuant to this Subsection 5.1(a), the Directors shall be deemed to have waived the application of Section 3.1 to any other Flip-in Event occurring by reason of any Take-over Bid which is made by means of a take-over bid circular to all holders of record of Shares prior to the expiry of any Take-over Bid (as the same may be extended from time to time) in respect of which a waiver is, or is deemed to have been, granted under this Subsection 5.1(a).

- (b) Subject to the prior consent of the holders of the Shares or the Rights as set forth in Subsection 5.4(b) or 5.4(c), the Directors acting in good faith may, at their option, at any time prior to the provisions of Section 3.1 becoming applicable as a result of the occurrence of a Flip-in Event, elect to redeem all but not less than all of the outstanding Rights at a redemption price of \$0.000001 per Right appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.3 if an event of the type analogous to any of the events described in Section 2.3 shall have occurred (such redemption price being herein referred to as the "**Redemption Price**").
- (c) Where, pursuant to a Permitted Bid, a Competing Permitted Bid or an Exempt Acquisition under Subsection 5.1(a), a Person acquires outstanding Shares, other than Shares Beneficially Owned by such Person at the date of the Permitted Bid, the Competing Permitted Bid or the Exempt Acquisition under Subsection 5.1(a), then the Directors shall immediately upon the consummation of such acquisition without further formality and without any approval under Subsection 5.4(b) or 5.4(c) be deemed to have elected to redeem the Rights at the Redemption Price.
- (d) Where a Take-over Bid that is not a Permitted Bid Acquisition is withdrawn or otherwise terminated after the Separation Time has occurred and prior to the occurrence of a Flip-in Event, the Directors may elect to redeem all the outstanding Rights at the Redemption Price.
- (e) If the Directors are deemed under Subsection 5.1(c) to have elected, or elect under either of Subsection 5.1(b) or 5.1(d), to redeem the Rights, the right to exercise the Rights will thereupon, without further action and without notice, terminate and the only right thereafter of the holders of Rights shall be to receive the Redemption Price.
- (f) Within 10 days after the Directors are deemed under Subsection 5.1(c) to have elected, or elect under Subsection 5.1(b) or 5.1(d), to redeem the Rights, the Corporation shall give notice of redemption to the holders of the then outstanding Rights by mailing such notice to each such holder at his last address as it appears upon the registry books of the Rights Agent or, prior to the Separation Time, on the registry books of the transfer agent for the Shares. Any notice which is mailed in the manner provided herein shall be deemed given, whether or not the holder receives the notice. Each notice of redemption will state the method by which the payment of the Redemption Price will be made.
- (g) Upon the Rights being redeemed pursuant to Subsection 5.1(d), all the provisions of this Agreement shall continue to apply as if the Separation Time had not occurred and Rights Certificates representing the number of Rights held by each Shareholder as of the Separation Time had not been mailed to each such Shareholder, and for all purposes of this Agreement, the Separation Time shall be deemed not to have occurred and the Rights shall remain attached to the outstanding Shares, subject to and in accordance with the provisions of this Agreement.
- (h) The Directors may waive the application of Section 3.1 in respect of the occurrence of any Flip-in Event if the Directors have determined within ten Trading Days following a Share Acquisition Date that a Person became an Acquiring Person by inadvertence and without any intention to become, or knowledge that it would become, an Acquiring Person under this Agreement and, in the event that such a waiver is granted by the Directors, such Share Acquisition Date shall be deemed not to have occurred. Any such waiver pursuant to this Subsection 5.1(h) must be on the condition that such Person, within 14 days after the foregoing determination by the Directors or such earlier or later date as the Directors may determine (the "**Disposition Date**"), has reduced its Beneficial Ownership of Shares so that the Person is no longer an Acquiring Person. If the Person remains an Acquiring Person at the close of business on the Disposition

Date, the Disposition Date shall be deemed to be the date of occurrence of a further Share Acquisition Date and Section 3.1 shall apply thereto.

- (i) The Directors may, prior to the close of business on the tenth Trading Day following a Share Acquisition Date or such later Business Day as they may from time to time determine, upon prior written notice delivered to the Rights Agent, waive the application of Section 3.1 to the related Flip-in Event, provided that the Acquiring Person has reduced its Beneficial Ownership of Shares (or has entered into a contractual arrangement with the Corporation, acceptable to the Directors, to do so within 10 days of the date on which such contractual arrangement is entered into or such other date as the Directors may have determined) such that at the time the waiver becomes effective pursuant to this Subsection 5.1(i) such Person is no longer an Acquiring Person. In the event of such a waiver becoming effective prior to the Separation Time, for the purposes of this Agreement such Flip-in Event shall be deemed not to have occurred.
- (j) The Corporation shall give prompt written notice to the Rights Agent of any waiver of the application of Section 3.1 made by the Directors under this Section 5.1.

5.2 Expiration

No Person shall have any rights whatsoever pursuant to this Agreement or in respect of any Right after the Expiration Time, except the Rights Agent as specified in Subsections 4.1(a) and (b) of this Agreement.

5.3 Issuance of New Rights Certificates

Notwithstanding any of the provisions of this Agreement or the Rights to the contrary, the Corporation may, at its option, issue new Rights Certificates evidencing Rights in such form as may be approved by the Directors to reflect any adjustment or change in the number or kind or class of securities purchasable upon exercise of Rights made in accordance with the provisions of this Agreement.

5.4 Supplements and Amendments

- (a) Without the approval of any holders of Shares or Rights, AgJunction may make amendments or supplements to this Agreement to correct any clerical or typographical error or which are required to maintain the validity of the Agreement as a result of any change in any applicable legislation, regulations or rules thereunder. Notwithstanding anything in this Section 5.4 to the contrary, no supplement or amendment shall be made to the provisions of Article 4 except with the written concurrence of the Rights Agent to such change, supplement or amendment.
- (b) Subject to Section 5.4(a), the Corporation may, with the prior consent of the holders of Shares obtained as set forth below, at any time before the Separation Time, amend, vary, delete, rescind or supplement any of the provisions of this Agreement and the Rights (whether or not such action would materially adversely affect the interests of the holders of Rights generally). Such consent shall be deemed to have been given if the action requiring such approval is approved by the affirmative vote of a majority of the votes cast by Independent Shareholders represented in person or by proxy at and entitled to be voted at a meeting of the Shareholders duly called and held in compliance with applicable laws.
- (c) The Corporation may, with the prior consent of the holders of Rights obtained as set forth below, at any time after the Separation Time amend, vary, delete, rescind or supplement any of the provisions of this Agreement and the Rights (whether or not such action would materially adversely affect the interests of the holders of Rights generally), provided that no such amendment, variation or deletion shall be made to the provisions of Article 4 except with the written concurrence of the Rights Agent thereto.
- (d) Any approval or consent of the holders of Rights shall be deemed to have been given if the action requiring such approval or consent is authorized by the affirmative votes of the holders of Rights present or represented and entitled to vote at a meeting of the holders of Rights and representing a majority of the votes cast in respect thereof. For the purposes hereof, each outstanding Right (other than Rights which are

void pursuant to the provisions hereof) shall be entitled to one vote, and the procedures for the calling, holding and conduct of the meeting shall be those, as nearly as may be, which are provided in the Corporation's by-laws and the *Business Corporations Act* (Alberta) with respect to meetings of Shareholders of the Corporation.

- (e) Any amendments or supplements made by the Corporation to this Agreement pursuant to subsection 5.4(a) which are required to maintain the validity of the Agreement as a result of any change in any applicable legislation, regulations or rules thereunder, shall:
- (i) if made before the Separation Time, be submitted to the Shareholders at the next meeting of Shareholders and the Shareholders may, by the majority referred to in subsection 5.4(b) confirm or reject such amendment; and
 - (ii) if made after the Separation Time, be submitted to the holders of Rights at a meeting to be called for on a date not later than immediately following the next meeting of Shareholders and the holders of Rights may, by resolution passed by the majority referred to in subsection 5.4(d) confirm or reject such amendment.

Any such amendment shall be effective from the date of the resolution of the Board adopting such amendment, until it is confirmed or rejected or until it ceases to be effective (as described in the next sentence) and, where such amendment is confirmed, it continues in effect in the form so confirmed. If such amendment is rejected by the Shareholders or the holders of Rights or is not submitted to the Shareholders or holders of Rights as required, then such amendment shall cease to be effective from and after the termination of the meeting at which it was rejected or to which it should have been but was not submitted or from and after the date of the meeting of holders of Rights that should have been but was not held, and no subsequent resolution of the Board to amend this Agreement to substantially the same effect shall be effective until confirmed by the Shareholders or holders of Rights as the case may be.

- (f) The Corporation shall be required to provide the Rights Agent with notice in writing of any such amendment, variation or rescission to this Agreement and/or the Rights as referred to in this Section 5.4 within five days of effecting such amendment, variation or rescission.

5.5 Fractional Rights and Fractional Shares

- (a) The Corporation shall not be required to issue fractions of Rights or to distribute Rights Certificates which evidence fractional Rights. After the Separation Time, in lieu of issuing fractional Rights, the Corporation shall pay to the holders of record of the Rights Certificates (provided the Rights represented by such Rights Certificates are not void pursuant to the provisions of Subsection 3.1(b), at the time such fractional Rights would otherwise be issuable), an amount in cash equal to the fraction of the Market Price of one whole Right that the fraction of a Right that would otherwise be issuable is of one whole Right.
- (b) The Corporation shall not be required to issue fractions of Shares upon exercise of Rights or to distribute certificates which evidence fractional Shares. In lieu of issuing fractional Shares, the Corporation shall pay to the registered holders of Rights Certificates, at the time such Rights are exercised as herein provided, an amount in cash equal to the fraction of the Market Price of one whole Share that the fraction of a Share that would otherwise be issuable upon the exercise of such Right is of one whole Share at the date of such exercise.

5.6 Rights of Action

Subject to the terms of this Agreement, all rights of action in respect of this Agreement, other than rights of action vested solely in the Rights Agent, are vested in the respective holders of the Rights. Any holder of Rights, without the consent of the Rights Agent or of the holder of any other Rights, may, on such holder's own behalf and for such holder's own benefit and the benefit of other holders of Rights, enforce, and may institute and maintain any suit, action or proceeding against the Corporation to enforce such holder's right to exercise such

holder's Rights, or Rights to which such holder is entitled, in the manner provided in such holder's Rights and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of the obligations of any Person subject to, this Agreement.

5.7 Regulatory Approvals

Any obligation of the Corporation or action or event contemplated by this Agreement shall be subject to the receipt of requisite approval or consent from any governmental or regulatory authority, and without limiting the generality of the foregoing, necessary approvals of the Toronto Stock Exchange shall be obtained, in relation to the issuance of Shares upon the exercise of Rights under Subsection 2.2(d).

5.8 Declaration as to Non-Canadian or Non-U.S. Holders

If in the opinion of the Directors (who may rely upon the advice of counsel) any action or event contemplated by this Agreement would require compliance by the Corporation with the securities laws or comparable legislation of a jurisdiction outside Canada, the Directors acting in good faith shall take such actions as they may deem appropriate to ensure such compliance. In no event shall the Corporation or the Rights Agent be required to issue or deliver Rights or securities issuable on exercise of Rights to Persons who are citizens, residents or nationals of any jurisdiction other than Canada or the United States, in which such issue or delivery would be unlawful without registration of the relevant Persons or securities for such purposes.

5.9 Notices

- (a) Notices or demands authorized or required by this Agreement to be given or made by the Rights Agent or by the holder of any Rights to or on the Corporation shall be sufficiently given or made if delivered, sent by registered or certified mail, postage prepaid (until another address is filed in writing with the Rights Agent), or sent by facsimile or other form of recorded electronic communication, charges prepaid and confirmed in writing, as follows:

AgJunction Inc.
46610 Landing Pkwy
Fremont, CA 94538

Attention: Chief Executive Officer
Fax No. (510) 933-4822

- (b) Notices or demands authorized or required by this Agreement to be given or made by the Corporation or by the holder of any Rights to or on the Rights Agent shall be sufficiently given or made if delivered, sent by registered or certified mail, postage prepaid (until another address is filed in writing with the Corporation), or sent by facsimile or other form of recorded electronic communication, charges prepaid and confirmed in writing, as follows:

Computershare Trust Company of Canada
600, 530 - 8th Avenue S.W.
Calgary, Alberta T2P 3S8

Attention: General Manager, Client Services
Fax No.: (403) 267-6529

- (c) Notices or demands authorized or required by this Agreement to be given or made by the Corporation or the Rights Agent to or on the holder of any Rights shall be sufficiently given or made if delivered or sent by first class mail, postage prepaid, addressed to such holder at the address of such holder as it appears upon the register of the Rights Agent or, prior to the Separation Time, on the register of the Corporation for its

Shares. Any notice which is mailed or sent in the manner herein provided shall be deemed given, whether or not the holder receives the notice.

- (d) Any notice given or made in accordance with this Section 5.9 shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any general interruption of postal service due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day of telegraphing, telecopying or sending of the same by other means of recorded electronic communication (provided such sending is during the normal business hours of the addressee on a Business Day and if not, on the first Business Day thereafter). Each of the Corporation and the Rights Agent may from time to time change its address for notice by notice to the other given in the manner aforesaid.

5.10 Costs of Enforcement

The Corporation agrees that if the Corporation fails to fulfil any of its obligations pursuant to this Agreement, then the Corporation will reimburse the holder of any Rights for the costs and expenses (including legal fees) incurred by such holder to enforce his rights pursuant to any Rights or this Agreement.

5.11 Successors

All the covenants and provisions of this Agreement by or for the benefit of the Corporation or the Rights Agent shall bind and enure to the benefit of their respective successors and assigns hereunder.

5.12 Benefits of this Agreement

Nothing in this Agreement shall be construed to give to any Person other than the Corporation, the Rights Agent and the holders of the Rights any legal or equitable right, remedy or claim under this Agreement; further, this Agreement shall be for the sole and exclusive benefit of the Corporation, the Rights Agent and the holders of the Rights.

5.13 Governing Law

This Agreement and each Right issued hereunder shall be deemed to be a contract made under the laws of the Province of Alberta and for all purposes shall be governed by and construed in accordance with the laws of such province applicable to contracts to be made and performed entirely within such province.

5.14 Severability

If any term or provision hereof or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective only as to such jurisdiction and to the extent of such invalidity or unenforceability in such jurisdiction without invalidating or rendering unenforceable or ineffective the remaining terms and provisions hereof in such jurisdiction or the application of such term or provision in any other jurisdiction or to circumstances other than those as to which it is specifically held invalid or unenforceable.

5.15 Coming Into Effect

This Agreement is effective and in full force and effect in accordance with its terms from and after the Effective Date.

5.16 Reconfirmation

Assuming this Agreement is approved and confirmed by a resolution passed by Shareholders by the majority referred to in subparagraph 5.4(e), if this Agreement is not subsequently reconfirmed by a resolution passed by Shareholders by the majority referred to in the last sentence of subparagraph 5.4(b) at every third annual

meeting of the Corporation, or if this Agreement is not presented for reconfirmation by Shareholders, as the case may be, at such meetings of Shareholders, the Agreement and all outstanding Rights shall terminate and be void and of no further force and effect on and from the date of termination of such applicable meeting of holders; provided that termination shall not occur if a Flip-in Event has occurred (other than a Flip-in Event which has been waived pursuant to Subsection 5.1(a) or 5.1(h) hereof), prior to the date upon which this Agreement would otherwise terminate pursuant to this Section 5.16.

5.17 Determinations and Actions by the Directors

All actions, calculations and determinations (including all omissions with respect to the foregoing) which are done or made by the Directors, in good faith, for the purposes hereof shall not subject the Directors or any trustee or director of any Subsidiary of the Corporation to any liability to the holders of the Rights.

5.18 Fiduciary Duties of the Directors

Nothing contained herein shall be construed to suggest or imply that the Board shall not be entitled to recommend that holders of Shares and/or Convertible Securities reject or accept any Take-over Bid or take any other action including the commencement, prosecution, defence or settlement of any litigation and the solicitation of additional or alternative Take-over Bids or other proposals to Shareholders that the Directors believe are necessary or appropriate in the exercise of their fiduciary duties.

5.19 Time of the Essence

Time shall be of the essence in this Agreement.

5.20 Force Majeure

No party shall be liable to the other, or held in breach of this Agreement, if prevented, hindered or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, floods, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.

5.21 Execution in Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

AGJUNCTION INC.

Per: _____
Authorized Signatory

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

ATTACHMENT 1

**AGJUNCTION INC.
AMENDED AND RESTATED
SHAREHOLDER RIGHTS PLAN AGREEMENT**

[Form of Rights Certificate]

Certificate No. _____

Rights _____

THE RIGHTS ARE SUBJECT TO TERMINATION ON THE TERMS SET FORTH IN THE AMENDED AND RESTATED SHAREHOLDER RIGHTS PLAN AGREEMENT. UNDER CERTAIN CIRCUMSTANCES (SPECIFIED IN SUBSECTION 3.1(b) OF THE AMENDED AND RESTATED SHAREHOLDER RIGHTS PLAN AGREEMENT), RIGHTS BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR CERTAIN RELATED PARTIES, OR TRANSFEREES OF AN ACQUIRING PERSON OR CERTAIN RELATED PARTIES, MAY BECOME VOID.

Rights Certificate

This certifies that _____, or registered assigns, is the registered holder of the number of Rights set forth above, each of which entitles the registered holder thereof, subject to the terms, provisions and conditions of the Amended and Restated Rights Plan Agreement, dated as of May 26, 2016, as the same may be amended or supplemented from time to time (the "**Amended and Restated Shareholder Rights Agreement**"), between AgJunction Inc., a corporation incorporated under the laws of the Province of Alberta (the "**Corporation**") and Computershare Trust Company of Canada, a trust company incorporated under the laws of Canada (the "**Rights Agent**") (which term shall include any successor Rights Agent under the Amended and Restated Shareholder Rights Agreement), to purchase from the Corporation at any time after the Separation Time (as such term is defined in the Amended and Restated Shareholder Rights Agreement) and prior to the Expiration Time (as such term is defined in the Amended and Restated Shareholder Rights Agreement), one fully paid Share of the Corporation (a "**Share**") at the Exercise Price referred to below, upon presentation and surrender of this Rights Certificate with the Form of Election to Exercise (in the form provided hereinafter) duly executed and submitted to the Rights Agent at its principal office in any of the cities of Toronto and Calgary. The Exercise Price shall initially be \$50.00 (Cdn.) per Right and shall be subject to adjustment in certain events as provided in the Amended and Restated Shareholder Rights Agreement.

In certain circumstances described in the Amended and Restated Shareholder Rights Agreement, the number of Shares which each Right entitles the registered holder thereof to purchase shall be adjusted as provided in the Amended and Restated Shareholder Rights Agreement.

This Rights Certificate is subject to all of the terms and provisions of the Amended and Restated Shareholder Rights Agreement, which terms and provisions are incorporated herein by reference and made a part hereof and to which Amended and Restated Shareholder Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Rights Agent, the Corporation and the holders of the Rights Certificates. Copies of the Amended and Restated Shareholder Rights Agreement are on file at the registered office of the Corporation.

This Rights Certificate, with or without other Rights Certificates, upon surrender at any of the offices of the Rights Agent designated for such purpose, may be exchanged for another Rights Certificate or Rights Certificates of like tenor and date evidencing an aggregate number of Rights equal to the aggregate number of Rights evidenced by the Rights Certificate or Rights Certificates surrendered. If this Rights Certificate shall be exercised in part, the registered holder shall be entitled to receive, upon surrender hereof, another Rights Certificate or Rights Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Amended and Restated Shareholder Rights Agreement, the Rights evidenced by this Certificate may be redeemed by the Corporation at a redemption price of \$0.000001 per Right, subject to adjustment in certain events, under certain circumstances at its option.

No fractional Shares will be issued upon the exercise of any Rights evidenced hereby, but in lieu thereof a cash payment will be made, as provided in the Amended and Restated Shareholder Rights Agreement.

No holder of this Rights Certificate, as such, shall be entitled to vote or receive dividends or be deemed for any purpose the holder of Shares or of any other securities which may at any time be issuable upon the exercise hereof, nor shall anything contained in the Amended and Restated Shareholder Rights Agreement or herein be construed to confer upon the holder hereof, as such, any of the Rights of a Shareholder of the Corporation or any right to vote for the election of trustees or directors or upon any matter submitted to Shareholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting Shareholders (except as provided in the Amended and Restated Shareholder Rights Agreement), or to receive distributions or subscription rights, or otherwise, until the Rights evidenced by this Rights Certificate shall have been exercised as provided in the Amended and Restated Shareholder Rights Agreement.

This Rights Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

WITNESS the facsimile signature of the proper officers of the attorney of the Corporation.

Date:

AGJUNCTION INC.

Per: _____
Authorized Signatory

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder desires to transfer the Rights Certificate.)

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto
(Please print name and address of transferee.)

the Rights represented by this Rights Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint _____, as attorney, to transfer the within Rights on the books of the Corporation, with full power of substitution.

Dated: _____

Signature Guaranteed:

Signature

(Signature must correspond to name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever.)

The signature on this assignment must correspond with the name as written upon the face of the certificate(s), in every particular, without alteration or enlargement, or any change whatsoever and must be guaranteed by a major Canadian Schedule 1 chartered bank or a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, MSP). The Guarantor must affix a stamp bearing the actual words "Signature Guaranteed"

In the USA, signature guarantees must be done by members of a "Medallion Signature Guarantee Program" only.

Signature guarantees are not accepted from Treasury Branches, Credit Union or Caisses Populaires unless they are members of the Stamp Medallion Program."

CERTIFICATE

(To be completed if true.)

The undersigned party transferring Rights hereunder, hereby represents, for the benefit of all holders of Rights and Shares, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate thereof or a Person acting jointly or in concert with an Acquiring Person or an Affiliate or Associate thereof. Capitalized terms shall have the meaning ascribed thereto in the Amended and Restated Shareholder Rights Agreement.

Signature

(To be attached to each Rights Certificate)

FORM OF ELECTION TO EXERCISE

(To be exercised by the registered holder if such holder desires to exercise the Rights Certificate.) TO:

The undersigned hereby irrevocably elects to exercise _____ whole Rights represented by the attached Rights Certificate to purchase the Shares or other securities, if applicable, issuable upon the exercise of such Rights and requests that certificates for such securities be issued in the name of

(Name)

(Address)

(City and Province)

Social Insurance Number or other taxpayer identification number.

If such number of Rights shall not be all the Rights evidenced by this Rights Certificate, a new Rights Certificate for the balance of such Rights shall be registered in the name of and delivered to:

(Name)

(Address)

(City and Province)

Social Insurance Number or other taxpayer identification number.

Signature Guaranteed:

Signature
(Signature must correspond to name as written upon the face of this rights certificate in every particular, without alteration or enlargement or any change whatsoever.)

The signature on this form of election to exercise must correspond with the name as written upon the face of the certificate(s), in every particular, without alteration or enlargement, or any change whatsoever and must be guaranteed by a major Canadian Schedule 1 chartered bank or a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, MSP). The Guarantor must affix a stamp bearing the actual words "Signature Guaranteed"

In the USA, signature guarantees must be done by members of a "Medallion Signature Guarantee Program" only.

Signature guarantees are not accepted from Treasury Branches, Credit Union or Caisses Populaires unless they are members of the Stamp Medallion Program."

CERTIFICATE

(To be completed if true.)

The undersigned party exercising Rights hereunder, hereby represents, for the benefit of all holders of Rights and Shares, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate thereof or a Person acting

jointly or in concert with an Acquiring Person or an Affiliate or Associate thereof. Capitalized terms shall have the meaning ascribed thereto in the Amended and Restated Shareholder Rights Agreement.

Signature

(To be attached to each Rights Certificate)

NOTICE

In the event the certification set forth above in the Forms of Assignment and Election is not completed, the Corporation will deem the Beneficial Owner of the Rights evidenced by this Rights Certificate to be an Acquiring Person or an Affiliate or Associate thereof. No Rights Certificates shall be issued in exchange for a Rights Certificate owned or deemed to have been owned by an Acquiring Person or an Affiliate or Associate thereof, or by a Person acting jointly or in concert with an Acquiring Person or an Affiliate or Associate thereof.