

## LETTER AGREEMENT

November 9, 2012

Glencore International plc  
Baarermattstrasse 3  
CH-6340 Baar  
Switzerland

Attention: Richard Marshall

Reference is made to the Arrangement Agreement among Glencore International plc (“**Parent**”), 8115222 Canada Inc. (“**Purchaser**”) and Viterra Inc. (the “**Company**”) dated March 20, 2012 (the “**Arrangement Agreement**”), and the letter agreement among Parent, Purchaser and the Company dated September 26, 2012 (the “**Initial Letter Agreement**”), which provides that the Outside Date as defined in the Arrangement Agreement shall be November 15, 2012, or such later date as may be agreed to in writing by the parties to the Arrangement Agreement.

- A. Parent, Purchaser and the Company agree, that for the purposes of the Arrangement Agreement and the Initial Letter Agreement, the “Outside Date” shall be the latest to occur of the following:
- (i) December 10, 2012;
  - (ii) if the clearance by the Ministry of Commerce of China of the acquisition by Parent and/or Purchaser of the Company under the Anti-Monopoly Law of the People’s Republic of China is obtained on or prior to the date in clause (i), the third business day after such clearance is obtained; and
  - (iii) such later date as may be agreed to in writing by the parties to the Arrangement Agreement.
- B. For the avoidance of doubt, the Arrangement Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.
- C. This Letter Agreement (this “**Agreement**”) may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar copy shall be legally effective to create a valid and binding and the counterparts collectively are to be conclusively deemed to be one instrument.
- D. This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be construed and treated in all respects as an Ontario contract. Each party hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement and the Arrangement Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**GLENCORE INTERNATIONAL PLC**

By: “Richard Marshall”

Name: Richard Marshall

Title: General Counsel

**8115222 CANADA INC.**

By: “Kenneth Klassen”

Name: Kenneth Klassen

Title: Director

**VITERRA INC.**

By: “Mayo Schmidt”

Name: Mayo Schmidt

Title: President and Chief  
Executive Officer

By: “Thomas Birks”

Name: Thomas Birks

Title: Chairman