AGREEMENT

Reference is made to the Arrangement Agreement dated as of March 20, 2012 (the "Arrangement Agreement") between Viterra Inc. (the "Company"), Glencore International plc ("Parent") and 8115222 Canada Inc. ("Purchaser") and the letter agreements among Parent, Purchaser and the Company (collectively referred to as the "Letter Agreements") (a) dated September 26, 2012, which provided 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 and (b) dated November 9, 2012, which provided that the Outside Date as defined in the Arrangement Agreement shall be the later to occur of December 10, 2012 and certain events, including such later date as may be agreed to in writing by the parties to the Arrangement Agreement. Capitalized terms used and not otherwise defined herein, and "business day", shall have the meanings given to them in the Arrangement Agreement.

WHEREAS:

- A. the PRC Anti-Monopoly Approval is the final requisite Regulatory Approval, and following receipt of the PRC Anti-Monopoly Approval, the Parties agree that the Regulatory Approvals will have been obtained; and
- B. Section 2.9(2) of the Arrangement Agreement provides that the Parties may agree in writing that the Articles of Arrangement may be filed by the Company with the Director on a date other than the third business day after the satisfaction or waiver of the conditions set forth in Article VI of the Arrangement Agreement;

NOW THEREFORE in consideration of this Agreement:

- 1. Purchaser, Parent and the Company agree, that for the purposes of the Arrangement Agreement and the Letter Agreements, 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 sixth 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.
- 2. Purchaser, Parent and the Company hereby agree that pursuant to Section 2.9(2) of the Arrangement Agreement and subject to the conditions therein, the Articles of Arrangement shall be filed by the Company with the Director on the sixth business day after the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the

Effective Date) set forth in Article VI of the Arrangement Agreement, unless another date is agreed to in writing by the Parties.

- 3. The obligations of Parent and Purchaser to complete the transactions contemplated by the Arrangement Agreement shall be subject to the fulfillment or waiver, on or before noon (Calgary time) on the third business day following receipt of the PRC Anti-Monopoly Approval ("T+3"), of each of the following conditions precedent (each of which is for the exclusive benefit of Purchaser and may be waived by Parent and Purchaser):
 - (a) the conditions precedent in Sections 6.1(a), (b) and (c) of the Arrangement Agreement;
 - (b) all covenants of the Company under the Arrangement Agreement to be performed on or before noon (Calgary time) on T+3 (the "T-Time") shall have been duly performed by the Company in all material respects and Purchaser shall have received a certificate of the Company addressed to Purchaser and dated T+3, signed on behalf of the Company by a senior executive officer of the Company (on the Company's behalf and without personal liability), confirming the same as at T+3;
 - (c) (i) the representations and warranties of the Company set forth in Article III of the Arrangement Agreement shall be true and correct in all respects without regard to any Material Adverse Effect qualifications contained in them, as of the T-Time, as though made on and as of the T-Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except to the extent that the failure or failures of such representations and warranties to be so true and correct in all respects, individually or in the aggregate, would not result in a Material Adverse Effect, or such failure resulted from any action taken by or omission of (A) the Company to which Purchaser consented in writing, or (B) any Party as required or permitted under the Arrangement Agreement and (ii) the representations and warranties in Section 1.5(a) of Schedule D to the Arrangement Agreement shall be true and correct as of the date of the Arrangement Agreement in all material respects; and Purchaser shall have received a certificate of the Company addressed to Purchaser and dated T+3, signed on behalf of the Company by a senior executive officer of the Company (on the Company's behalf and without personal liability), confirming the same as at T+3; and
 - (d) since the date of the Arrangement Agreement, there shall not have been or occurred a Material Adverse Effect.

Upon the fulfillment or waiver of all the conditions precedent in this paragraph 3,

- (e) each of the conditions precedent in Sections 6.1(a), (b) and (c) and Section 6.2 of the Arrangement Agreement shall be deemed for all purposes of the Arrangement Agreement to have been fulfilled or waived;
- (f) Purchaser and Parent will be deemed to have certified for all purposes of the Arrangement Agreement to the Company that, to the best of Purchaser's and Parent's knowledge, information and belief, (A) each of the conditions precedent in Sections 6.1(d) and (e) of the Arrangement Agreement (each, a "Remaining Condition") would be satisfied if T+3 was the Effective Date and (B) neither Purchaser nor Parent has any

- reason to believe that any Remaining Condition will not be satisfied as of the expected Effective Date; and
- (g) Purchaser and Parent will be deemed to have confirmed that they are prepared to promptly proceed to effect the Arrangement.
- 4. For the purposes of the Arrangement Agreement and this Agreement, if the PRC Anti-Monopoly Approval is received after noon (Zurich time) on any day, the PRC Anti-Monopoly Approval shall be deemed not to have been received until the following business day.
- 5. 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.
- 6. 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.
- 7. 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.

[Signature page follows]

DATED THIS 7TH DAY OF DECEMBER, 2012

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:<u>"Steven Berger"</u>

Name: Steven Berger

Title: Senior Vice President

Corporate Services