

MEMBERSHIP AGREEMENT
GROWMARK, Inc. – Ontario Membership

THIS MEMBERSHIP AGREEMENT (“Agreement”) is made and entered into as of the date set forth hereinbelow by and between GROWMARK, Inc. (“Company”) and the party identified hereinbelow (“Member”), to specify certain terms and conditions which govern the membership of Member in Company.

1. Membership Eligibility. Member has received from Company, and has reviewed, the Certificate of Incorporation and Bylaws of Company, including all amendments thereto (such documents as amended from time to time are referred to herein as the “Charter”), and Member hereby represents and warrants that (a) Member is an “agricultural producer” (as defined in the Charter) resident in Ontario, Canada, and (b) Member qualifies for eligibility under the Charter and Member shall provide notice to Company in the event of any material event which occurs with respect to Member which might affect Member’s eligibility for membership in Company or if Member otherwise knows or has reason to believe that Member’s eligibility has changed.

2. Membership Interest. Member hereby subscribes for (a) a 1/10,000 fractional interest in a share of Common Stock of Company (the “**Membership Interest**”), and (b) at least one share of Class D Preferred Stock of Company (“**Class D Shares**”) for a subscription price of US\$100 per share. Upon payment of such subscription price, Member hereby acknowledges that (x) the Membership Interest and the Class D Shares will be issued by Company as uncertificated interests evidenced by book entry into the applicable records of Company, and (y) among other restrictions contained in the Charter, Member may not transfer the Membership Interest, Class D Shares or any other share of stock or other security issued by Company, without the prior written approval of Company.

3. Member Rights and Obligations. Member shall have all of the rights of membership in Company set forth in the Charter which are applicable to Member, based on Member’s membership in Company and ownership of certain classes of stock of Company. Member acknowledges and agrees that different categories of membership and ownership exist with respect to Company, and Company shall be the ultimate determiner, acting reasonably, of Member’s membership eligibility and rights. Member shall have all of the duties and obligations of membership set forth herein and in the Charter. Except as specified in or limited by the Charter, as otherwise set forth in this Agreement, or as otherwise required by applicable law, the membership rights and obligations of Member and Company shall be as determined by Company, acting reasonably.

4. Term and Termination. This Agreement shall commence on the date set forth hereinbelow and shall continue until terminated as set forth herein. Member shall have the right to terminate this Agreement upon thirty (30) days written notice to Company; provided however, that such termination shall not be effective until any outstanding obligations of Member are fulfilled and Company approves such termination, unless Company waives fulfillment of such obligations prior to termination. Company shall have the right to terminate this Agreement at any time for any reason effective upon notice to Member; provided however, that in the event of any breach of this Agreement by Member, any ineligibility of Member for membership in the Company, or the potentially detrimental application of any law, regulation, rule or order, Company shall have the right to immediate termination of this Agreement and Member’s membership in Company. In the event of any termination of Member’s membership in Company, Company shall have the right, but not the obligation, to cancel the Membership Interest or any other shares of stock of Company owned by Member (including the Class D Shares), or to convert such Membership Interest or stock into another class of stock of Company with different rights and subject to different limitations, in accordance with the Charter, as applicable.

5. Ontario Securities Laws. Ontario securities legislation provides a purchaser of securities of an issuer with certain protections, rights and remedies, including the right to withdraw from an agreement to purchase securities issued under a prospectus within a prescribed period, and remedies for rescission or damages if a prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser. Such protections, rights and protections will be unavailable to the Member in respect of the issuance hereunder of the Membership Interest or Class D Shares, or any future issuances by Company to Member of shares or other securities of Company issued in satisfaction of patronage distributions (if any) which may be made from time to time by Company. Member hereby acknowledges having received from Company a copy of: (a) the order dated November 12, 2010 issued by the Ontario Securities Commission - “In the Matter of the Securities Act, R.S.O. 1990, c. S. 5, as amended. (the “Act”) and in the Matter of GROWMARK, Inc.” pursuant to subsection 74(1) of the Securities Act (Ontario), ruling that the following transactions shall not be subject to the registration and prospectus requirements set forth in the Securities Act (Ontario): the issuance by Company to qualifying individual farmers and farmer companies of a Membership Interest and shares of Class D Stock of Company, and subsequent issuances by Company to qualifying individual farmers and farmer companies of shares of Class D Stock, or other securities of Company similar in all material respects to the Class D Stock of Company, issued in satisfaction of patronage distributions which may be made from time to time by Company; (b) the Charter, and (c) the most recent annual audited financial statements of Company. The order also provided for Member access to future annual reports and financial statements on Company’s website.

6. Miscellaneous. Member acknowledges having received, or having had the opportunity to receive, independent legal advice with respect to the matters set forth in this Agreement. The language used in this Agreement shall be deemed to be the language approved by all parties to express their mutual intent and no rule of strict construction shall be applied against any party. No waiver of any breach of any provision of this Agreement shall be construed to be a waiver of any other breach of such provision or of any other provision hereof. If any provision hereof shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified or severed and the remainder of this Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between the parties hereto, shall be binding on the parties hereto and their successors, heirs, executors, and administrators, and may not be amended without the written agreement of both parties hereto. This Agreement shall be construed and interpreted in accordance with the laws of the United States and the state of Illinois. Any notice required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or three (3) days after the same is mailed, if the same is mailed by registered or certified mail and if such delivery or mailing is made at or to the addresses of the parties first above written, which addresses may be changed by notice provided pursuant to this Agreement. This Agreement may be executed in one or more counterparts, including by electronic transmission or signature, each of which shall be deemed an original but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the undersigned hereby enters into this Agreement and agrees to be bound hereunder.

INDIVIDUAL MEMBER:

Signature: _____

Name: _____

Date: _____

Address: _____

CORPORATE MEMBER:

Name of Member: _____

Address: _____

Signature of Representative: _____

Title: _____

Date: _____