

IC POTASH CORP.

- and -

YARA NEDERLAND B.V.

SUBSCRIPTION AGREEMENT

March 30, 2012

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SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made as of the 30th day of March, 2012

BETWEEN:

IC POTASH CORP., a corporation incorporated under the laws of Canada, having its head office at First Canadian Place, Suite 3700, 100 King Street West, Toronto, Ontario M5X 1C9 (the "**Company**")

- and -

YARA NEDERLAND B.V., a corporation incorporated under the laws of the Netherlands, having its registered office at Industrieweg 10, P.O. Box 2, NL-4540 AA Sluiskil, The Netherlands (the "**Subscriber**")

WHEREAS the Company is a mineral resource company focused on the exploration for and development of potassium fertilizer minerals in the southwest United States, and proposes to develop a polyhalite mine at its 100%-owned Ochoa Project (as hereinafter defined) in New Mexico;

AND WHEREAS the Company, Yara Parent (as hereinafter defined) and certain of their respective subsidiaries have entered into the Offtake Agreement (as hereinafter defined) dated as of the date hereof for the purchase of certain potassium products to be produced by the Company at its Ochoa Project;

AND WHEREAS the Company desires additional capital to provide funds for the development of the Ochoa Project and for general corporate purposes;

AND WHEREAS the Company has agreed to issue to the Subscriber, and the Subscriber has agreed to acquire, the Purchased Shares (as hereinafter defined) pursuant to the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties hereby covenant and agree as follows:

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In this Agreement, unless something in the subject matter or context otherwise requires, the following terms will have the respective meanings set out below, and grammatical variations will have the corresponding meanings:

- (a) **“Additional Securities”** has the meaning ascribed thereto in Section 3.1(a);
- (b) **“affiliate”** has the meaning ascribed thereto in the Securities Act;
- (c) **“Agreement”** means this subscription agreement, as it may be amended from time to time;
- (d) **“Audited Financial Statements”** means the audited consolidated financial statements of the Company for the year ended December 31, 2011 as filed with Canadian securities regulatory authorities;
- (e) **“Board of Directors”** means the board of directors of the Company;
- (f) **“Bureau of Land Management”** means the U.S. Department of the Interior, Bureau of Land Management;
- (g) **“Business Day”** means any day on which commercial banks are generally open for business in Toronto, Ontario, Canada and Oslo, Norway other than a Saturday, Sunday or statutory holiday;
- (h) **“Change of Control Transaction”** has the meaning ascribed thereto in Section 5.1(c)(ii);
- (i) **“Circular”** has the meaning ascribed thereto in Section 3.2(c);
- (j) **“Closing”** means the completion of the issue and delivery by the Company and the acquisition by the Subscriber of the Purchased Shares pursuant to this Agreement;
- (k) **“Closing Date”** means the date on which the Closing occurs, which date will be April 12, 2012 or such other date as may be agreed by the Company and the Subscriber provided that such date will be no later than the Outside Date;
- (l) **“Closing Time”** means 9:00 a.m. (Toronto time) on the Closing Date, or such other time on the Closing Date as the Company and the Subscriber may agree;
- (m) **“Company Shareholder Approval”** has the meaning ascribed thereto in Section 3.2(b)(ii);
- (n) **“Company Subsidiaries”** has the meaning ascribed thereto in Section 6.1(l);
- (o) **“Contracts”** means all agreements, arrangements, understandings, commitments and undertakings (whether written, electronic or oral) to which a person is a party or a beneficiary or pursuant to which any of its property or assets are or may be affected;
- (p) **“Convertible Securities”** means securities which are convertible, exercisable or exchangeable into Shares or other voting or equity securities of the Company;
- (q) **“Debt Instrument”** means any loan, bond, debenture, promissory note or other instrument evidencing indebtedness for borrowed money or other liability;

- (r) **“Deferred Issuance”** has the meaning ascribed thereto in Section 3.2(b)(ii);
- (s) **“Designated Exchange”** has the meaning ascribed thereto in Section 5.1(f);
- (t) **“Disclosure Documents”** means all of the Company’s notices of meeting and management information and proxy circulars, annual information forms, audited consolidated financial statements and corresponding management’s discussion and analysis, interim financial statements and corresponding interim management’s discussion and analyses, material change reports and other continuous disclosure documents publicly filed by the Company in Canada pursuant to applicable Canadian Securities Laws;
- (u) **“Environment”** means the environment or natural environment as defined in any Environmental Laws, and includes without limitation, air, surface water, ground water, land surface, soil, subsurface strata, and the indoor area or space in any workplace that is regulated pursuant to any Environmental Laws;
- (v) **“Environmental Laws”** means all Laws relating in whole or in part to the protection, preservation, restoration or reclamation of the Environment, natural resources, cultural or historical resources, wildlife and human health and safety, or to Hazardous Substances, and includes without limitation any Laws relating to the use, storage, generation, handling, management, release, discharge, disposal, treatment, sale, transportation, rehabilitation, investigation, reclamation, remediation or disposition of any Hazardous Substances;
- (w) **“Environmental Permits”** has the meaning ascribed thereto in Section 6.1(cc);
- (x) **“Equity Securities”** means Shares or other voting or equity securities of the Company, or Convertible Securities;
- (y) **“Excluded Issuance”** means any issuance by the Company of Equity Securities (i) under the Stock Option Plan or any other equity compensation plan that has been approved by the shareholders of the Company, (ii) pursuant to the exercise of options under the Stock Option Plan or other securities issued under any other equity compensation plan that has been approved by the shareholders of the Company, or (iii) pursuant to the exercise of Existing Warrants or the conversion, exercise or exchange of any other Convertible Securities;
- (z) **“Excluded Non-Cash Offering”** means any Non-Cash Offering pursuant to which the number of Shares issued (or issuable upon the conversion, exercise or exchange of any Convertible Securities issued thereunder) exceeds 25% of the number of Shares issued and outstanding, on a non-diluted basis, at the close of business on the day such Non-Cash Offering is publicly announced by the Company;
- (aa) **“Existing Warrants”** has the meaning ascribed thereto in Section 6.1(f);
- (bb) **“Extraordinary Transaction”** has the meaning ascribed thereto in Section 5.2(b);

- (cc) **“FCPA Legislation”** means all applicable foreign corrupt practices legislation, including the *Corruption of Foreign Public Officials Act* (Canada), the U.S. *Foreign Corrupt Practices Act* and the United Kingdom *Bribery Act*;
- (dd) **“Final Rights Notice”** has the meaning ascribed thereto in Section 3.1(c);
- (ee) **“Governmental Authority”** means (i) any multinational or supranational body or organization, any national, state, provincial, territorial, regional, municipal, community or local government or quasi-government or any ministry, department or political subdivision thereof, any administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court, arbitrator, arbitration panel or tribunal, any taxing authority, or any agency of any of the foregoing, (ii) any self-regulatory organization or stock exchange, including the TSX, and (iii) any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; and (iv) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing;
- (ff) **“Guarantee”** means the guarantee by Yara Parent of all of the obligations of Yara Balderton pursuant to the Offtake Agreement;
- (gg) **“Hazardous Substance”** means any substance or constituent thereof, material, good, waste (including but not limited to tailings and any components thereof), pollutant or contaminant that is considered hazardous, deleterious, toxic, noxious, harmful or dangerous as identified or referred to in, or regulated pursuant to, any Laws or as judicially identified or interpreted;
- (hh) **“IC Potash (USA)”** has the meaning ascribed thereto in Section 6.1(l);
- (ii) **“Initial Rights Notice”** has the meaning ascribed thereto in Section 3.1(b);
- (jj) **“Laws”** means any applicable laws with respect to any person, including the common law and any multinational, supranational, domestic or foreign federal, national, state, regional, provincial, territorial or local commercial, securities, Tax, personal land use and zoning, sanitizing, occupational health and safety and real property, security, mining, environmental, water, energy, investment or property ownership laws (whether statutory, common or otherwise), and any constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling, guideline, policy or other similar requirement enacted, adopted, promulgated, issued or applied by a Governmental Authority that is binding upon or applicable to such person, as amended unless expressly specified otherwise;
- (kk) **“Lien”** means, with respect to any property or asset, any mortgage, easement, encroachment, adverse claim, security interest, pledge, charge, lien, assignment, hypothecation, preferential right, trust arrangement, right of set-off, prohibition, condition, injunction, restriction, charge, assignment, option, claim, promise to contract, compromise, title defect or other encumbrance or interest of any kind upon such property or asset or upon the income, revenue or profits therefrom, including (i) any right to participate in revenues, profits, royalties, rents or other income in any way derived from or attributable to such property or asset or any rights arising therefrom; (ii) any option to acquire such property or asset upon

conditional sale or other title retention agreement, device or arrangement (including any capital lease); and (iii) any sale, assignment, pledge or other transfer of such property or asset for security, with or without recourse, or (iv) any agreement to create or grant any of the foregoing;

- (ll) “**Lockup Period**” has the meaning ascribed thereto in Section 5.1(b);
- (mm) “**Material Adverse Effect**” means, individually or together with other adverse effects, any change, effect, event or occurrence that is, or would reasonably be expected to be, material and adverse to (A) the condition (financial or otherwise), assets, liabilities (contingent or otherwise), business, affairs, operations, properties or capital of the Company and the Company Subsidiaries taken as a whole, whether or not arising in the ordinary course of business, or (B) the Company’s ability to consummate the transactions contemplated by this Agreement, except that any change, effect, event or occurrence resulting from or relating to (i) the announcement of the execution of this Agreement or the transactions contemplated hereby, (ii) any decrease in the market price or any decline in the trading volume of the Company’s securities not otherwise attributable to another change, effect, event or occurrence which would constitute a Material Adverse Effect under this definition, (iii) any action or inaction by the Company or the Company Subsidiaries to which the Subscriber has, as of the time thereof, previously consented in writing, or (iv) any change in economic, financial, currency exchange, securities, banking or commodity market conditions generally in the United States, Canada or worldwide will not constitute a Material Adverse Effect;
- (nn) “**material change**” and “**material fact**” have the respective meanings ascribed thereto in the Securities Act;
- (oo) “**Material Company Subsidiaries**” has the meaning ascribed thereto in Section 6.1(l);
- (pp) “**Meeting**” has the meaning ascribed thereto in Section 3.2(c);
- (qq) “**Minor Share Transaction**” means any of:
 - (i) any Share Transaction for cash or money consideration in respect of which either or both of the following are true:
 - (l) the Company indicated in its Initial Rights Notice that the target value for the aggregate gross proceeds sought to be raised in such Share Transaction (including from the Subscriber), prior to the exercise of any underwriters’ or agents’ over-allotment option or the conversion, exercise or exchange of any Convertible Securities proposed to be issued in such Share Transaction, is less than C\$10,000,000; and
 - (ll) the actual gross proceeds raised by the Company, prior to the exercise of any underwriters’ or agents’ over-allotment option or the conversion, exercise or exchange of any Convertible

Securities issued in such Share Transaction, are less than C\$10,000,000; and

- (ii) any Non-Cash Offering in respect of which the cash equivalent of the non-cash consideration for the Additional Securities to be issued thereunder (prior to the exercise of the Subscriber's Pre-Emptive Right) is less than C\$10,000,000;
- (rr) "**Nominee Notice**" has the meaning ascribed thereto in Section 4.1(c);
- (ss) "**Non-Cash Offering**" means a Share Transaction consisting of a distribution by the Company of Equity Securities for property or consideration other than cash or money;
- (tt) "**Ochoa Project**" means the project 100%-owned by IC Potash (USA), comprised of 34 Bureau of Land Management federal potassium prospecting permits covering approximately 76,000 acres and 17 New Mexico State Land Office mining leases covering approximately 26,000 acres, and any subsequent form of title, tenure or interest therein that may be issued after the date of this Agreement in connection with any conversion, renewal or replacement thereof;
- (uu) "**Offtake Agreement**" means the Ochoa polyhalite project product offtake agreement dated as of the date hereof between the Company, IC Potash (USA), Yara Parent and Yara Balderton providing for the sale by IC Potash (USA) and the purchase by Yara Balderton of certain potassium products to be produced by IC Potash (USA) at the Ochoa Project, which agreement was entered into immediately prior to the entering into of this Agreement;
- (vv) "**Options**" means options to acquire Shares granted under the Stock Option Plan;
- (ww) "**OTCQX**" means the OTCQX over-the-counter electronic quotation and trading system maintained by OTC Markets Group Inc.;
- (xx) "**Other Purchasers**" has the meaning ascribed thereto in Section 3.1(a);
- (yy) "**Outside Date**" means May 31, 2012;
- (zz) "**Parties**" means, collectively, the Company and the Subscriber and "**Party**" means any one of them;
- (aaa) "**Permits**" means all permits, consents, waivers, licences, certificates, approvals, authorizations, registrations, franchises, rights, privileges, quotas and exemptions, or any item with a similar effect, issued or granted by any Governmental Authority;
- (bbb) "**Permitted Transferee**" has the meaning ascribed thereto in Section 5.1(c)(i);
- (ccc) "**person**" includes an individual, general partnership, limited partnership, corporation, company, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, joint venture,

Governmental Authority, trust, trustee, executor, administrator or other legal representative;

- (ddd) **“Pre-Emptive Right”** has the meaning ascribed thereto in Section 3.1(a);
- (eee) **“Prior Share Transaction”** has the meaning ascribed thereto in Section 3.1(a);
- (fff) **“Pro-Rata Distribution”** means any transaction in which Equity Securities are issued as of right to all holders of Shares on a pro rata basis;
- (ggg) **“Purchase Price”** means \$1.32 per Purchased Share;
- (hhh) **“Purchased Shares”** means 30,129,870 Shares subscribed for by the Subscriber and to be issued by the Company pursuant to the terms of this Agreement;
- (iii) **“RCF”** means Resource Capital Fund V L.P., a limited partnership formed under the Laws of the Cayman Islands, together with its successors and permitted assigns in respect of any Shares held by it as of the date hereof;
- (jjj) **“RCF Director Consent”** means the prior written consent of RCF to increase the number of directors on the Board of Directors to a number exceeding eight (8), as required pursuant to Section 6.1(a) of the RCF Subscription Agreement;
- (kkk) **“RCF Pre-Emptive Right”** means the right of RCF pursuant to the RCF Subscription Agreement, in connection with certain issuances of equity securities of the Company, to subscribe for up to its Pro Rata Interest (as such term is defined in the RCF Subscription Agreement) of the number of such securities issued;
- (III) **“RCF Subscription Agreement”** means the subscription agreement between the Company and RCF made as of August 29, 2010 pursuant to which, among other things, RCF subscribed for 25,000,000 Units (as defined therein) of the Company;
- (mmm) **“Rights Exercise Deadline”** has the meaning ascribed thereto in Section 3.1(d);
- (nnn) **“Sale Notice”** has the meaning ascribed thereto in Section 5.1(d);
- (ooo) **“Sale Notice Period”** has the meaning ascribed thereto in Section 5.1(e);
- (ppp) **“Securities Act”** means the *Securities Act* (Ontario);
- (qqq) **“Securities Commissions”** means, collectively, the securities regulatory authorities in each of the jurisdictions whose Securities Laws are applicable to the Company;
- (rrr) **“Securities Laws”** means, collectively, all securities Laws applicable to the Company, including all applicable securities Laws in each of the Canadian jurisdictions in which the Company is a reporting issuer or the equivalent and the regulations and rules made and forms prescribed thereunder, together with all

applicable published instruments, policy statements, blanket orders, rulings and notices adopted by the Securities Commissions of, or otherwise applicable in, each such jurisdiction;

- (sss) **"Shareholder Provisions"** has the meaning ascribed thereto in Section 11.10;
- (ttt) **"Shares"** means common shares in the capital of the Company;
- (uuu) **"Share Transaction"** has the meaning ascribed thereto in Section 3.1(a);
- (vvv) **"Standstill Restrictions"** has the meaning ascribed thereto in Section 5.2;
- (www) **"Stock Option Plan"** means the Company's 2011 stock option plan as approved at the annual and special meeting of shareholders of the Company held on June 23, 2011, as amended from time to time;
- (xxx) **"Strategic Sale"** has the meaning ascribed thereto in Section 5.1(f);
- (yyy) **"Subscriber Nominee"** has the meaning ascribed thereto in Section 4.1(a);
- (zzz) **"Subscriber Nominee Right Adjusted Ownership Percentage"** means, as of a specified time, the Share ownership interest of the Subscriber, expressed as a percentage, being equal to (A) the number of Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, by the Subscriber at such time, calculated on a non-diluted basis (and irrespective of how such Shares were acquired by the Subscriber), divided by (B) the aggregate number of outstanding Shares at such time on a non-diluted basis less any Shares issued at any time after the completion of the Prior Share Transaction pursuant to:
 - (i) a Minor Share Transaction (other than a Minor Share Transaction in respect of which the Subscriber exercised its Pre-Emptive Right and all of the Additional Securities which it was entitled to purchase have been issued), or
 - (ii) an Excluded Issuance;
- (aaaa) **"Subscriber Ownership Percentage"** means, as of a specified time, the Share ownership interest of the Subscriber, expressed as a percentage, being equal to the sum of (A) the number of Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, by the Subscriber at such time, calculated on a non-diluted basis (excluding any Shares purchased by the Subscriber other than from treasury or from an underwriter or agent of the Company which purchased them from treasury) and (B) the number of Shares issued to the Subscriber subsequent to such time pursuant to any Pro-Rata Distribution, divided by the sum of (X) the aggregate number of outstanding Shares at such time on a non-diluted basis, (Y) the number of Shares issued subsequent to such time pursuant to any Share Transaction (other than a Minor Share Transaction) in respect of which the Subscriber was entitled to, but did not, exercise its Pre-Emptive Right, including any Shares issued upon the conversion, exercise or exchange of any Convertible Securities issued pursuant to any such

Share Transaction, and (Z) the number of Shares issued subsequent to such time pursuant to any Excluded Non-Cash Offering or any Pro-Rata Distribution;

(bbbb) “**Subscriber Pre-Emptive Right Adjusted Ownership Percentage**” means, as of a specified time, the Share ownership interest of the Subscriber, expressed as a percentage, being equal to (A) the number of Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, by the Subscriber at such time, calculated on a non-diluted basis (excluding any Shares purchased by the Subscriber other than from treasury or from an underwriter or agent of the Company which purchased them from treasury), divided by (B) the aggregate number of outstanding Shares at such time on a non-diluted basis less any Shares issued at any time after the completion of the Prior Share Transaction pursuant to:

(i) a Minor Share Transaction (other than a Minor Share Transaction in respect of which the Subscriber exercised its Pre-Emptive Right and all of the Additional Securities which it was entitled to purchase have been issued), or

(ii) an Excluded Issuance;

(cccc) “**subsidiary**” has the meaning ascribed thereto in the Securities Act;

(dddd) “**Taxes**” means, in respect of a person, all taxes, surtaxes, duties, levies, imposts, tariffs, fees, assessments, reassessments, withholdings, dues and other charges of any nature imposed or collected by any Governmental Authority, whether disputed or not, and instalments in respect thereof, including Canadian or United States federal, provincial, territorial, municipal, community and local income, franchise, capital, capital gain, real property, personal property, withholding, non-resident, payroll, health, employer health, transfer, goods and services, harmonized sales, other value added, sales, social security, use, consumption, land transfer, excise, customs, anti-dumping, countervail, net worth, stamp, registration, employment, education, business, school, local improvement, development and occupation taxes, surtaxes, duties, levies, imposts, tariffs, fees, assessments, reassessments, withholdings, dues or charges of any nature, pension plan contributions, employment insurance and workers’ compensation insurance premiums, and any payment obligations under any net lease in respect of taxes of any kind in relation to the leased property;

(eeee) “**Technical Report**” means the *Prefeasibility Study for the Ochoa Project, Lea County, New Mexico*, prepared by William J. Crowl, Donald E. Hulse and Gary Tucker, dated as of December 30, 2011;

(ffff) “**Transfer**” means, with respect to any securities, any sale, transfer, exchange or other disposition of such securities;

(gggg) “**TSX**” means the Toronto Stock Exchange;

(hhhh) “**United States**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

- (iii) **“U.S. Person”** means a “U.S. person” as that term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (jjjj) **“U.S. Securities Act”** means the United States *Securities Act of 1933*, as amended;
- (kkkk) **“Written Shareholder Approval”** has the meaning ascribed thereto in Section 3.2(b)(ii);
- (llll) **“Yara Alternative Financing”** has the meaning ascribed thereto in Section 5.3(c);
- (mmmm) **“Yara Balderton”** means Yara Balderton Ltd., a wholly-owned indirect subsidiary of Yara Parent organized under the Laws of Switzerland; and
- (nnnn) **“Yara Parent”** means Yara International ASA, a corporation incorporated under the Laws of Norway.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires, the following rules will apply:

- (a) references to “herein”, “hereby”, “hereunder”, “hereof” and similar expressions are references to this Agreement and not to any particular Section or clause of or Schedule to this Agreement;
- (b) references to a “Section”, “clause” or “Schedule” are references to a Section or clause of or a Schedule to this Agreement;
- (c) words importing the singular shall include the plural and vice versa, and words importing gender shall include all genders;
- (d) unless otherwise specified, time periods within, or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends, and if the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day;
- (e) references to any legislation or to any provision of any legislation shall include any amendment, modification or re-enactment thereof, any legislation provision substituted therefor and all regulations, rules and interpretations issued thereunder or pursuant thereto;
- (f) all amounts expressed herein in terms of money refer to the lawful currency of Canada and all payments made hereunder shall be made in such currency;
- (g) the use of headings and the insertion of a table of contents are for convenience of reference only and shall not affect the construction or interpretation hereof;

- (h) references to any agreement or document shall be to such agreement or document (together with any schedules and exhibits attached thereto), as it may have been or may hereafter be amended, modified, supplemented or restated from time to time; and
- (i) references to “include”, “includes” or “including” and like terms shall be construed, in each case, as if followed by the words “but without limitation”.

1.3 Knowledge

Where any representation or warranty in this Agreement is expressly qualified by reference to the knowledge of the Company, it is deemed to refer to the actual knowledge of Sidney Himmel (President and Chief Executive Officer), Kevin Strong (Chief Financial Officer), Randy Foote (Chief Operating Officer) and Terre Lane (Senior Vice President, Engineering and Project Management), together with the knowledge which they would have had if they had conducted a reasonable inquiry into the relevant subject matter.

1.4 Use of Definitions

All terms defined in this Agreement will have their defined meanings when used in any certificate, report or other document or instrument made or delivered pursuant hereto and in any Schedule, unless the context otherwise requires.

1.5 Schedules

The following Schedules are attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

- Schedule A - Wire Transfer Instructions
- Schedule B - Registration Instructions

ARTICLE 2 ISSUE AND SALE OF PURCHASED SHARES

2.1 Issue and Sale of Purchased Shares

Subject to the terms and conditions of this Agreement, the Subscriber hereby subscribes for and agrees to purchase from the Company, and the Company hereby accepts such subscription and agrees to issue and sell to the Subscriber, at the Closing Time, the Purchased Shares at the Purchase Price.

2.2 Closing

The closing of the transactions contemplated hereby will take place at the Closing Time on the Closing Date at the offices of Cassels Brock & Blackwell LLP, 2100 Scotia Plaza, 40 King Street West, Toronto, Ontario or at such other location as the Company and the Subscriber may agree.

2.3 Payment of Purchase Price and Delivery of Share Certificate

At the Closing, subject to the terms and conditions of this Agreement:

- (a) the Subscriber will pay to the Company the aggregate Purchase Price of \$39,771,428.40 for the Purchased Shares by wire transfer in immediately available funds to Cassels Brock & Blackwell LLP, in trust for the Company, in accordance with the wire transfer instructions set out in Schedule A, or in such other manner as the Company may direct in writing not later than three (3) Business Days prior to the Closing Date; and
- (b) the Company will issue and deliver to the Subscriber a certificate representing the Purchased Shares registered in the name of the Subscriber in accordance with the registration instructions set out in Schedule B, or in such other manner as the Subscriber may direct in writing not later than three (3) Business Days prior to the Closing Date.

2.4 Use of Proceeds

The Company will use not less than 90% of the aggregate Purchase Price received from the Subscriber at the Closing, net of the cost of the issuance and sale of the Purchased Shares, for the development of the Ochoa Project, with any remainder being used for general corporate purposes.

ARTICLE 3 PRE-EMPTIVE RIGHT

3.1 Pre-Emptive Right

- (a) If, at any time after the Closing, the Company proposes to issue or sell any Equity Securities (the “**Additional Securities**”) in any transaction other than an Excluded Issuance, an Excluded Non-Cash Offering or a Pro-Rata Distribution (a “**Share Transaction**”), the Subscriber will have the right (the “**Pre-Emptive Right**”) to subscribe for and purchase such number of each class of Additional Securities, at the price (or, in the case of Additional Securities issued for non-cash consideration pursuant to a Non-Cash Offering other than an Excluded Non-Cash Offering, the cash equivalent of such non-cash consideration as of the date of public announcement by the Company of the Non-Cash Offering) at which such Additional Securities are offered for issue or sale to other purchasers (the “**Other Purchasers**”), as will enable the Subscriber, after giving effect to such Share Transaction, the exercise of the Pre-Emptive Right and any exercise of pre-emptive or similar rights held by any other person, to maintain the Subscriber Ownership Percentage (calculated as of the time immediately following the completion of:
 - (i) in respect of the first Share Transaction following the Closing Date (other than a Minor Share Transaction in respect of which the Subscriber does not exercise its Pre-Emptive Right), the Closing; and

- (ii) in respect of any subsequent Share Transaction, the closing of the previous Share Transaction (other than a Minor Share Transaction in respect of which the Subscriber did not exercise its Pre-Emptive Right);

(in either case, the “**Prior Share Transaction**”)) of each class of Additional Securities.

- (b) If the Company proposes to issue or sell Additional Securities pursuant to a Share Transaction giving rise to the Pre-Emptive Right, the Company will give written notice to the Subscriber (the “**Initial Rights Notice**”) not less than eight (8) Business Days prior to the earlier of (i) the Company entering into a binding agreement with any person providing for such Share Transaction and (ii) the Company publicly announcing such Share Transaction. The Initial Rights Notice will contain sufficient information regarding the particulars of the Share Transaction as would allow the Subscriber to make a reasoned decision as to whether or not to exercise its Pre-Emptive Right, including:
 - (i) the total number of each class of Equity Securities outstanding as at the date of the Initial Rights Notice;
 - (ii) the Subscriber Ownership Percentage, calculated in accordance with Section 3.1(a);
 - (iii) the anticipated classes of Additional Securities proposed to be offered in such Share Transaction, and the rights, privileges, restrictions, terms and conditions of each such class as at the date of the Initial Rights Notice;
 - (iv) if the Share Transaction is for cash or money consideration, (A) a target value for the aggregate gross proceeds and a range of aggregate gross proceeds (which shall not be more than 20% above nor more than 15% below the target value) sought to be raised in such Share Transaction (before giving effect to the Subscriber’s Pre-Emptive Right), prior to the exercise of any underwriters’ or agents’ over-allotment option or the conversion, exercise or exchange of any Convertible Securities proposed to be issued in such Share Transaction, and (B) a target value for the price (on a per security basis) payable by the Subscriber for the Additional Securities to which it is entitled pursuant to the Pre-Emptive Right and a range of such prices (which shall not be more than 15% above or below the target value);
 - (v) if the Share Transaction is a Non-Cash Offering, (A) target values for the number of Additional Securities to be issued (I) pursuant to the Share Transaction and (II) to the Subscriber upon the exercise of its Pre-Emptive Right, (B) a target value for the price (on a per security basis) payable by the Subscriber for the Additional Securities to which it is entitled pursuant to the Pre-Emptive Right, and (C) ranges for all such values (which shall not be more than 15% above or below the respective target values); and
 - (vi) the proposed closing date for such Share Transaction;

and the Company will during such period use its commercially reasonable efforts to consult with the Subscriber and the TSX (or any other stock exchange on which the Company's securities are listed) as to the size, structure and other characteristics of the Share Transaction with a view to giving full effect to the intention of the Parties that the Subscriber be able to fully exercise its Pre-Emptive Right in connection therewith.

(c) Immediately upon the Company entering into a binding agreement with a third party setting out:

- (i) if the Share Transaction is for cash or money consideration, (A) the actual aggregate gross proceeds sought to be raised in such Share Transaction (before giving effect to the Subscriber's Pre-Emptive Right), prior to the exercise of any underwriters' or agents' over-allotment option or the conversion, exercise or exchange of any Convertible Securities proposed to be issued in such Share Transaction, and (B) the actual price (on a per security basis) payable by the Subscriber for the Additional Securities to which it is entitled pursuant to the Pre-Emptive Right;
- (ii) if the Share Transaction is a Non-Cash Offering, (A) the actual number of Additional Securities to be issued (I) pursuant to the Share Transaction and (II) to the Subscriber upon the exercise of its Pre-Emptive Right, and (B) the actual price (on a per security basis) payable by the Subscriber for the Additional Securities to which it is entitled pursuant to the Pre-Emptive Right;
- (iii) the classes of Additional Securities to be offered in such Share Transaction, and the rights, privileges, restrictions, terms and conditions of each such class; and
- (iv) the proposed closing date for such Share Transaction;

(all of which, in the case of clauses (i) and (ii) above, shall be within the ranges specified in the Initial Rights Notice), the Company will give written notice to the Subscriber (the "**Final Rights Notice**") setting out such information.

(d) The Subscriber will give written notice to the Company not later than:

- (i) in the case of a Share Transaction which is a bought deal financing or an overnight marketed financing, such time as the Company shall set out in the Final Rights Notice, which shall not be earlier than 7:30 a.m. (Toronto time) on the day following the day on which the Final Rights Notice was given to the Subscriber; and
- (ii) in the case of any other Share Transaction, 5:00 p.m. (Toronto time) on the fifth (5th) Business Day following the Subscriber's receipt of the Final Rights Notice

(the "**Rights Exercise Deadline**") as to whether it will exercise, in whole but not in part, its Pre-Emptive Right. If no such notice is given by the Subscriber to the Company prior to the Rights Exercise Deadline, the Subscriber will be deemed to

have elected not to exercise its Pre-Emptive Right in respect of such Share Transaction.

- (e) If the Subscriber exercises its Pre-Emptive Right, the closing of the purchase by the Subscriber of its Additional Securities will occur, to the extent practicable, at the same time as the closing of the sale of the Additional Securities to the Other Purchasers (and in any event as soon as practicable thereafter), and will otherwise be on the same terms and conditions as the sale of the Additional Securities to the Other Purchasers.
- (f) The issuance and sale of any Additional Securities is subject to any required approval of the TSX or any other stock exchange on which the Company's securities are listed.

3.2 Company Shareholder Approval

- (a) Notwithstanding anything to the contrary in this Agreement, the Company will not propose, enter into any binding agreement in respect of, or give a Final Rights Notice in respect of, any Share Transaction if, based upon the published rules, policies and staff notices of (or discussions with, in accordance with Section 3.1(b)) the TSX or any other stock exchange on which the Company's securities are listed, or any other published requirement of Law, in the reasonable judgement of the Parties it is more likely than not that the Company would be required to obtain the approval of its shareholders in order to permit the exercise in full by the Subscriber of its Pre-Emptive Right, unless prior to the closing of such Share Transaction the Company seeks and obtains such approval of shareholders in the manner required by such stock exchange or by Law.
- (b) In the event that, notwithstanding the Company's compliance with Section 3.2(a), it is determined that the Subscriber's exercise of its Pre-Emptive Right in connection with a Share Transaction would require the Company to obtain the approval of its shareholders by virtue of a requirement of the TSX or any other stock exchange on which the Company's securities are listed or otherwise:
 - (i) the Subscriber's initial entitlement to Additional Securities upon the exercise of its Pre-Emptive Right will be reduced to the minimum extent necessary so that shareholder approval will not be required for the completion of such Share Transaction and the issuance and sale of such Additional Securities will be completed in accordance with Section 3.1(e);
 - (ii) the Company will seek the approval of its shareholders (the "**Company Shareholder Approval**"), in the manner permitted by the TSX (or any other stock exchange on which the Company's securities are listed) and all other applicable Laws, which may include, for greater certainty, by way of written consent of its shareholders ("**Written Shareholder Approval**"), for the issuance to the Subscriber in a subsequent private placement transaction of any Additional Securities which the Subscriber was otherwise entitled to purchase pursuant to its Pre-Emptive Right in connection with such Share Transaction and which, pursuant to Section 3.2(b)(i) were not issued to the Subscriber in connection therewith (the "**Deferred Issuance**");

- (iii) if the Company Shareholder Approval is obtained, the Company will, as soon as practicable thereafter, complete the Deferred Issuance and issue and sell to the Subscriber such Additional Securities at the greater of (A) the price at which the Subscriber would have acquired such Additional Securities in connection with the completion of such Share Transaction and (B) the minimum price that the TSX (or any other stock exchange on which the Company's securities are listed) will accept in accordance with its rules and policies; and
 - (iv) if the Company Shareholder Approval is not obtained, the Company will use its commercially reasonable efforts to complete the Deferred Issuance and issue and sell to the Subscriber such Additional Securities at the next available opportunity which may be permitted under the rules and policies of the TSX (or any other stock exchange on which the Company's securities are listed) at the price referred to in Section 3.2(b)(iii).
- (c) In connection with the obtaining of the Company Shareholder Approval, the Company will, as soon as practicable following the completion of the Share Transaction, either (i) obtain Written Shareholder Approval; or (ii) call and hold a special meeting of its shareholders (the "**Meeting**") and prepare a notice of meeting and management information circular (collectively, the "**Circular**") and any other documents required by applicable Laws in connection with the Meeting, The Company will use its commercially reasonable efforts to obtain the Company Shareholder Approval and will diligently do all such reasonable acts and things as may be advisable in connection with the timely seeking of the Company Shareholder Approval.
- (d) If the Company calls and holds a Meeting, the Circular will contain the Board of Directors' recommendation that the Company's shareholders vote in favour of the special resolution to approve the Deferred Issuance. The Company will provide the Subscriber and its counsel with a timely opportunity to review and comment on drafts of the Circular and all other documents required by applicable Laws to be mailed to the Company's shareholders in connection with the Meeting, and the Company will incorporate therein all reasonable comments so made, provided that any portions of the Circular or such other documents that refer or relate to the Subscriber or Yara Parent shall be satisfactory to the Subscriber, acting reasonably. The Company (i) will call and hold the Meeting in accordance with applicable Laws and using the abridged timing contemplated by National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* adopted by the Canadian Securities Administrators, (ii) will use its commercially reasonable efforts to solicit proxies for the Meeting in accordance with applicable Laws, including using the services of proxy solicitation agents, and (iii) will provide notice to the Subscriber of the Meeting and allow the Subscriber's representatives to attend the Meeting.

3.3 Termination of Pre-Emptive Right

The Pre-Emptive Right provided for herein will terminate in the event that:

- (a) the Subscriber transfers any securities of the Company which the Subscriber purchased from treasury to any person other than (i) an affiliate of the Subscriber, (ii) as otherwise permitted by this Agreement, or (iii) with the prior written consent of the Company; or
- (b) the Subscriber Pre-Emptive Right Adjusted Ownership Percentage is at any time less than 5%.

ARTICLE 4 **BOARD REPRESENTATION**

4.1 Subscriber Nominee to the Board of Directors

- (a) Subject to Section 4.2, from and after the Closing Date, the Subscriber will be entitled to designate one nominee for election or appointment to the Board of Directors from time to time (the “**Subscriber Nominee**”) who meets the individual qualification requirements for directors under applicable Laws. The Subscriber will consult with the Company with respect to the appropriateness of any individual to act as the Subscriber Nominee to ensure that such individual meets the individual qualification requirements for directors under applicable Laws. The Subscriber Nominee will not be required to be a Canadian resident.
- (b) If a Subscriber Nominee to be appointed pursuant to Section 4.1(a) is designated, as soon as practicable after the Closing Date the Company and the Board of Directors will take or cause to be taken all such steps as may be necessary:
 - (i) if the Company has obtained the RCF Director Consent, to increase the number of directors on the Board of Directors by one and to appoint the Subscriber Nominee as an additional director to fill the vacancy on the Board of Directors created by such increase; or
 - (ii) if the Company has not obtained the RCF Director Consent, to cause an existing director of the Company to resign and to appoint the Subscriber Nominee to fill the vacancy on the Board of Directors created by such resignation;

to serve until the next annual general meeting of shareholders of the Company.

- (c) The Company will include the Subscriber Nominee from time to time as a management nominee for election as a director in each management information circular of the Company prepared following the Closing Date for a meeting of shareholders of the Company at which directors are to be elected. The Company agrees to solicit proxies from its shareholders for the Subscriber Nominee (or, if applicable, the slate of directors which includes the Subscriber Nominee) (but will not be required to retain a proxy solicitation agent) and will not permit management proxies to be voted in favour of any other nominee to the Board of Directors (or, if applicable, any slate of directors) except for such proxies as contain a specific contrary direction unless such management proxies are also being voted in favour of the Subscriber Nominee (or, if applicable, the slate of directors which includes the Subscriber Nominee). The Company will advise the

Subscriber of the intended mailing date of any proxy solicitation materials at least twenty (20) Business Days prior to such intended mailing date the (“**Nominee Notice**”) for purposes of any meeting of shareholders at which directors of the Company are to be elected. The Subscriber will advise the Company of the identity of its Subscriber Nominee within ten (10) Business Days of its receipt of the Nominee Notice. If the Subscriber does not advise the Company of the identity of its Subscriber Nominee prior to such deadline, then the Subscriber will be deemed to have nominated its incumbent nominee.

- (d) If any Subscriber Nominee ceases to meet the individual qualification requirements for directors prescribed by applicable Laws and the Company delivers written notice to the Subscriber requiring the resignation of such Subscriber Nominee, the Subscriber will cause such Subscriber Nominee to forthwith resign. In such event, or in the event that any Subscriber Nominee otherwise ceases to serve as a director of the Company, whether due to his or her death, disability, resignation or removal, the Company and the Board of Directors will take or cause to be taken all such steps as may be necessary to appoint a replacement Subscriber Nominee designated by the Subscriber in accordance with Section 4.1(a) to fill the vacancy on the Board of Directors created by the resignation of the former Subscriber Nominee.

4.2 Termination of Subscriber Nominee Right

If, at any time following the Closing Date, the Subscriber Nominee Right Adjusted Ownership Percentage is less than 10% for a period of 10 consecutive Business Days, the Company will forthwith give written notice thereof to the Subscriber. If, following such written notice being given by the Company, the Subscriber Nominee Right Adjusted Ownership Percentage remains below 10% for a further period of 10 consecutive Business Days beginning on the date such notice was given, then thereafter the Subscriber will have no further entitlement to designate a Subscriber Nominee to the Board of Directors, and following written notice being given by the Company requiring the resignation of the Subscriber Nominee, the Subscriber will cause the Subscriber Nominee to forthwith deliver a resignation and release in a form to be agreed between the Parties prior to the Closing, acting reasonably.

ARTICLE 5 CERTAIN DEALINGS BETWEEN THE PARTIES

5.1 Transfers by the Subscriber

- (a) From and after the Closing Date until the Subscriber Ownership Percentage first falls below 5% (following which, notwithstanding anything to the contrary in this Section 5.1, the Subscriber (which term will for purposes of this Section 5.1 include any Permitted Transferee to which any securities of the Company may be Transferred in accordance with Section 5.1(c)(i)) will be free to Transfer any securities of the Company to any person), Transfers by the Subscriber (or a Permitted Transferee) of any securities of the Company which the Subscriber (or such Permitted Transferee) acquired from treasury will be restricted as set out in this Section 5.1.
- (b) From and after the Closing Date until the earlier of:

- (i) the date that is 24 months following the Closing Date; and
- (ii) the date on which the Company publicly announces that it has secured all debt and/or equity financing necessary to complete the construction of the Ochoa Project and that such construction has commenced;

(such period being referred to as the “**Lockup Period**”), the Subscriber will not Transfer any securities of the Company which the Subscriber acquired from treasury except as permitted by Section 5.1(c).

- (c) The Subscriber may Transfer any or all of its securities of the Company at any time during the Lockup Period (A) with the prior written consent of the Company or (B) without the consent of the Company in any of the following circumstances:
 - (i) to any affiliate of Yara Parent (each, a “**Permitted Transferee**”) provided that the Permitted Transferee first agrees to become a party to this Agreement and to be bound by its terms and conditions to the same extent as the Subscriber hereunder in relation to such Transferred securities;
 - (ii) in connection with any transaction or other event (a “**Change of Control Transaction**”) pursuant to which:
 - (I) subject to the Subscriber complying with Section 5.2(c), any person or combination of persons acting in concert acquires in aggregate more than 50% of the issued and outstanding Shares of the Company, whether pursuant to a take-over bid, merger, arrangement, amalgamation, reverse take-over or other business combination or otherwise;
 - (II) any person or combination of persons acting in concert other than the Company or an affiliate of the Company acquires, directly or indirectly, a 50% or greater participating interest in substantially all of the assets comprising the Ochoa Project; or
 - (III) any person or combination of persons acting in concert other than the Company or an affiliate of the Company acquires, directly or indirectly, any combination of outstanding Shares of the Company and a direct or indirect interest in substantially all of the assets comprising the Ochoa Project which results in such person or combination of persons holding a 50% or greater effective interest in substantially all of the assets comprising the Ochoa Project;
 - (iii) to any person at any time following the occurrence of a Change of Control Transaction; or
 - (iv) to any person at any time after any announcement that the Shares are to be de-listed from any and all stock exchanges or are subject to a cease trade order of general application lasting more than 30 days.

- (d) Following the completion of the Lockup Period, and until such time as the Subscriber Ownership Percentage first falls below 5%, the Subscriber will provide the Company with written notice (the “**Sale Notice**”) prior to Transferring any securities of the Company other than in the circumstances set out in Section 5.1(c)(B) or in the context of a Strategic Sale (as hereinafter defined). The Sale Notice will include:
- (i) the number and class of securities sought to be transferred by the Subscriber;
 - (ii) the minimum price per security at which the Subscriber is proposing to Transfer the securities; and
 - (iii) if the Subscriber has received a written offer for such securities which it proposes to accept, the identity of the offeror and the anticipated time for closing of the sale arising from such offer.
- (e) During the period commencing upon the delivery to the Company of the Sale Notice and ending at 5:00 p.m. (Toronto time) on the fifth (5th) Business Day following the delivery of the Sale Notice (the “**Sale Notice Period**”), the Company will be entitled to designate one or more purchasers of, in aggregate, all, but not less than all, of the securities identified in the Sale Notice, provided that:
- (i) no such purchaser will be an entity which may be reasonably considered to be a competitor of Yara Parent or any of its affiliates in any of their respective markets, or any other entity (to a maximum of ten (10) such other entities, which will not include any entity which could reasonably be described as an institutional investor) which may be specifically identified by the Subscriber in the Sale Notice as being one to whom it will not sell its securities;
 - (ii) the price per security in any sale to such purchasers will not be less than the minimum price set out in the Sale Notice; and
 - (iii) the anticipated date of closing of the sale to such purchasers must be not later than the later of (A) five (5) Business Days after the end of the Sale Notice Period, and (b) the anticipated time for closing of the sale to any proposed purchaser identified by the Subscriber in the Sale Notice, and must not be subject to the requirement that the Subscriber obtain any Required Approvals specific to a sale to any such purchaser designated by the Company.
- If the Company does not designate any purchasers within the Sale Notice Period, then the Subscriber may, during a period of twenty (20) Business Days following the end of the Sale Notice Period, sell up to the number of securities set out in the Sale Notice to any person or persons at a price not less than the minimum price per security set out in the Sale Notice.
- (f) Notwithstanding Sections 5.1(d) and 5.1(e), following the completion of the Lockup Period and until such time as the Subscriber Ownership Percentage first

falls below 5%, the Subscriber may Transfer any number of Shares to one or more purchasers (a “**Strategic Sale**”) without notice to the Company provided that the purchase price for such Shares is not less than the greater of (i) the volume weighted average trading price, during the 20 consecutive trading days ending on the last trading day prior to the date on which the agreement for such Transfer was entered into, of the Shares on the TSX or such other stock exchange on which the Shares are then listed and on which the greatest aggregate volume of trading of Shares occurred during such 20 consecutive trading day period (the “**Designated Exchange**”), and (ii) the closing price of the Shares on the Designated Exchange on the last trading day prior to the date on which the agreement for such Transfer was entered into. Upon entering into an agreement with any purchaser for a Strategic Sale, the Subscriber will forthwith issue a press release announcing such Strategic Sale and the agreed Transfer price of the Shares thereunder unless the Company waives such requirement, and will give written notice to the Company within two (2) Business Days following the completion of such Strategic Sale.

5.2 **Standstill**

During the Lockup Period, neither the Subscriber nor any of its affiliates will, without the prior written consent of the Company:

- (a) make a “take-over bid” (as defined in the Securities Act) for any securities of the Company;
- (b) enter into any lockup or voting support agreement with any person proposing to make a take-over bid for any securities of the Company or proposing any amalgamation, merger, arrangement, business combination, re-organization, restructuring, liquidation or other extraordinary transaction with respect to the Company (each, an “**Extraordinary Transaction**”);
- (c) tender any securities of the Company to a take-over bid by a third party the acceptance of which is not recommended by the Board of Directors unless at such time 50% or more of all outstanding securities of the class subject to such bid (excluding any such securities held by the Subscriber or any of its affiliates) have been tendered thereto;
- (d) solicit proxies from any of the security holders of the Company, or form, join or in any way participate in a proxy group with respect thereto;
- (e) act alone or in concert with others, directly or indirectly, to seek to control the management of the Company or its Board of Directors; or
- (f) make any public announcement with respect to the foregoing.

(collectively, the “**Standstill Restrictions**”). Notwithstanding the foregoing, the Subscriber and its affiliates will be immediately and irrevocably released from the Standstill Restrictions, automatically and without any further action being required to be taken by any person, if at any time (i) a person or persons acting jointly or in concert (other than the Subscriber or any of its affiliates) publicly announces its intention to commence or commences a Change of Control Transaction, or (ii) the Company publicly announces that the Board of Directors has approved

an agreement which contemplates a Change of Control Transaction or an Extraordinary Transaction.

5.3 Voting by the Subscriber

During the Lockup Period, the Subscriber covenants that it will not exercise any voting rights attached to Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, by the Subscriber at any meeting of shareholders of the Company to vote against (but, for greater certainty, the Subscriber may abstain from voting in respect of):

- (a) any management nominee (or any slate of directors proposed by management) for election to the Board of Directors, provided that the Subscriber Nominee is also a management nominee (or is included on any slate of directors proposed by management) in connection with such meeting;
- (b) any approval, ratification or confirmation of any security based compensation arrangement which has been conditionally approved by the TSX, provided that the aggregate number of Shares issuable pursuant to such arrangement, taken together with all other security based compensation arrangements adopted by the Company and then in effect, may not exceed 10% of the issued and outstanding Shares at the time of issuance; or
- (c) any Share Transaction (other than a Non-Cash Offering) which requires the approval of the Company's shareholders but does not constitute a Change of Control Transaction, and in which the Subscriber's Pre-Emptive Right (if still then in effect) will be exercisable in full, except that where the Subscriber has in good faith delivered to the Company a written proposal for an alternative financing transaction under which an affiliate of Yara Parent would provide such financing (the "**Yara Alternative Financing**") on terms which are more favourable to the Company from a financial point of view than the Share Transaction whose approval is being sought (taking into account the terms of such Share Transaction and the Yara Alternative Financing, the likelihood and timing of their respective completion and all other legal, financial, regulatory and other aspects of such Share Transaction and the Yara Alternative Financing), and the Company has rejected the Yara Alternative Financing in favour of such Share Transaction, then the Subscriber will be entitled to vote against such Share Transaction.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Company

The Company represents and warrants to the Subscriber as follows and acknowledges that the Subscriber is relying upon such representations and warranties in connection with the entering into of this Agreement:

- (a) *Organization of the Company.* The Company is a corporation duly incorporated under the Laws of Canada and is validly existing and in good standing under the Laws of Canada, and no proceedings have been instituted or are pending for the dissolution or liquidation of the Company.

- (b) *Corporate Power and Authority.* The Company has all requisite legal and corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, including the creation, sale, issuance and delivery to the Subscriber of the Purchased Shares.
- (c) *Duly Authorized and Binding Agreement.* The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement has been duly executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally and to general principles of equity.
- (d) *No Violation.* The execution and delivery of this Agreement, the performance by the Company of its obligations hereunder, the issue and delivery of the Purchased Shares hereunder and the consummation of the other transactions contemplated by this Agreement do not and will not conflict with, or result (with or without notice or the lapse of time) in a breach or violation of, or constitute a default under, or require any consent to be obtained under, or give rise to any third party right of termination, amendment, first refusal, cancellation, acceleration of indebtedness, penalty, payment or repayment or right of purchase and sale, or the creation of any Lien upon any of the properties or assets of the Company or any Company Subsidiary under any of the terms or provisions of: (i) the constating documents of the Company or any Company Subsidiary; (ii) the resolutions of the shareholders or directors (or any committee thereof) of the Company or any Company Subsidiary which are in effect; (iii) any mortgage, note, indenture, Contract, agreement, instrument, lease or other document to which the Company or any Company Subsidiary is a party or by which it is bound; (iv) any judgement, writ, injunction, decree or order of any court, arbitrator or Governmental Authority that is binding on the Company or any Company Subsidiary or any of their respective property or assets, or (v) subject to obtaining the approvals set out in Section 8.2(e), any applicable Laws.
- (e) *Authorization of Purchased Shares.* The Purchased Shares have been duly authorized for issuance and sale by the Company and, when issued and delivered by the Company pursuant to this Agreement, will be validly issued and outstanding as fully paid and non-assessable Shares, free and clear of all Liens. RCF has irrevocably waived in writing the RCF Pre-Emptive Right in relation to the issuance of the Purchased Shares.
- (f) *Capitalization.* The authorized share capital of the Company consists of an unlimited number of Shares without nominal or par value. As of the date of this Agreement, (i) 121,276,514 Shares are issued and outstanding as validly issued and fully paid and non-assessable shares in the capital of the Company and the Company has no other shares of any kind issued and outstanding, and (ii) Options entitling the holders thereof to be issued an aggregate of 10,963,250 Shares, and common share purchase warrants exercisable by the holders thereof for an aggregate of 16,996,701 Shares (the "**Existing Warrants**"), have been issued and are outstanding. Except for such Options and Existing Warrants and the RCF Pre-Emptive Right, there are no agreements, options, rights,

warrants, rights of conversion or pre-emption or other rights pursuant to which the Company or any of the Company Subsidiaries is or may become obligated:

- (i) to issue any securities of the Company or any of the Company Subsidiaries, or securities exercisable, convertible or exchangeable, directly or indirectly, into any securities of the Company or any of the Company Subsidiaries;
 - (ii) to create any additional class of securities of the Company or any of the Company Subsidiaries;
 - (iii) to sell, transfer, assign, pledge, mortgage or in any way dispose of or encumber any securities of the Company or any of the Company Subsidiaries to or in favour of any person; or
 - (iv) to sell, transfer, assign, pledge, mortgage or in any other way dispose of or encumber any of the assets of the Company or any of the Company Subsidiaries other than in the ordinary course of business.
- (g) *No Shareholder or Pooling Agreements.* Other than the RCF Subscription Agreement and this Agreement, there are no shareholders' agreements to which the Company or any of the Company Subsidiaries is a party and, to the knowledge of the Company, no pooling agreement, voting trust agreement or similar agreement is in force or effect which in any manner affects the ownership or voting of or control or direction over any of the securities of the Company or any of the Company Subsidiaries.
- (h) *Reporting Issuer Status.* The Company is a "reporting issuer" or the equivalent under the Securities Laws in each of the provinces of Canada except Quebec and in the Northwest Territories and is not in default of any such Securities Laws, including the rules and regulations of the TSX. The issued and outstanding Shares are listed and posted for trading on the TSX, under whose rules the Company is classified as a "non-exempt" issuer and trade on the OTCQX. The Company is not in default of its listing agreement with the TSX.
- (i) *Public Disclosure.* The Disclosure Documents were, at their respective dates of issue or publication, true and correct in all material respects, contained no misrepresentations of material facts, and were prepared in accordance with and complied with all the Securities Laws applicable thereto, the Company is in compliance with its obligations under Securities Laws to make timely disclosure of all material changes relating to it and no such disclosure has been made on a confidential basis that continues to remain confidential, and there is no material change relating to the Company or any of the Company Subsidiaries which has occurred and with respect to which the requisite material change report has not been filed. Taken as a whole, the Disclosure Documents do not contain any untrue statement of a material fact or omit to state a material fact that is required to be stated or that is necessary to make any statement contained therein not misleading in light of the circumstances in which it is made. The Company is not on a list of defaulting reporting issuers maintained by any Securities Commission or other securities regulatory authority.

- (j) *No Cease Trade.* No order, ruling or determination having the effect of ceasing, suspending or restricting trading in any securities of the Company has been issued and, to the knowledge of the Company, no proceedings, investigations or inquiries for such purpose are pending, contemplated or threatened.
- (k) *Litigation.* There are no actions, suits, proceedings or investigations, whether on behalf of or against the Company or the Company Subsidiaries, pending, or, to the knowledge of the Company, threatened, against or affecting the Company or any of the Company Subsidiaries or any of their respective businesses, properties or assets, at law or in equity, before or by any Governmental Authority which (i) could reasonably be expected to have a Material Adverse Effect, or (ii) seeks to prevent or questions the validity of the issuance and sale of the Purchased Shares, or any action taken or to be taken by the Company pursuant to or in connection with this Agreement.
- (l) *Company Subsidiaries.* Except for the companies listed below (collectively, the “**Company Subsidiaries**”), the Company has no subsidiaries and the Company holds no shares or other ownership, equity or proprietary interests in any other person and each such Company Subsidiary is a corporation duly incorporated under the Laws of its jurisdiction and is validly existing and in good standing under the Laws of its jurisdiction:

Name	Jurisdiction	Beneficial Ownership
Trigon Exploration Utah Inc.	Utah	100%
Intercontinental Potash Corp.	Canada	100%
Intercontinental Potash Corp. (USA) (“ IC Potash (USA) ”)	Colorado	100%

Intercontinental Potash Corp. and IC Potash (USA) are collectively referred to as the “**Material Company Subsidiaries**”.

The issued and outstanding securities of the Company Subsidiaries have been duly authorized and validly issued and are outstanding as fully paid securities, all issued and outstanding securities of the Company Subsidiaries are directly owned by the Company (or, in the case of IC Potash (USA), by Intercontinental Potash Corp.).

Trigon Exploration Utah Inc. does not directly, or indirectly, own, lease or operate any property or assets or carry on any business material to the Company.

- (m) *Conduct of Business.* Each of the Company and each of the Company Subsidiaries:
 - (i) is the beneficial owner of the properties, business and assets or the interests in the properties, business or assets referred to as owned by it in the Disclosure Documents, and all material Contracts under which the Company or any of the Company Subsidiaries holds any interest in its properties, business or assets are in good standing;

- (ii) has all requisite corporate power and authority necessary, and is qualified, to carry on its business as now conducted and as currently contemplated to be conducted and to own or lease its properties and assets in all jurisdictions in which it currently carries on business and/or owns or leases its properties and assets;
 - (iii) is conducting and, to the knowledge of the Company, has conducted its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all mining and related Permits applicable to it, and neither the Company nor any of the Company Subsidiaries has received any notice of proceedings relating to the revocation, modification, cancellation or denial of any material Permit, application, mining claim, group of claims, exploration right, or concession of lease with respect to any of its resource properties;
 - (iv) is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or assets or carries on business, and owns, holds, possesses or lawfully uses all Permits which are necessary, to enable its business to be carried on as now conducted and to enable it to own, lease and operate its property and assets, and all such licences, registrations, qualifications and Permits are valid, subsisting and in good standing, except where any such failure to be in good standing would not have a Material Adverse Effect.
- (n) *No Bankruptcy.* Neither the Company nor any of the Company Subsidiaries has committed an act of bankruptcy or is insolvent, has proposed a compromise or arrangement to its creditors generally, has had a petition or a receiving order in bankruptcy filed against it, has made a voluntary assignment in bankruptcy, has taken any proceedings with respect to a compromise or arrangement, has taken any proceedings to have itself declared bankrupt or wound-up, has taken any proceedings to have a receiver appointed for any of its property or has had any execution or distress become enforceable or become levied upon any of its property or assets.
- (o) *Certain Transactions.* Since December 31, 2011, except as specifically disclosed in the Disclosure Documents:
- (i) no Material Adverse Effect has occurred;
 - (ii) the Company has not paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;
 - (iii) neither the Company nor any of the Company Subsidiaries has incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business and which is not, and which in the aggregate are not, material;
 - (iv) neither the Company nor any of the Company Subsidiaries has entered into any material transaction;

- (v) neither the Company nor any of the Company Subsidiaries has approved, has entered into any agreement in respect of, or has any knowledge of:
 - (I) the purchase of any material property or material assets or any interest therein or the sale, transfer or other disposition of any material property or material assets or any interest therein currently owned, directly or indirectly, by the Company or any Company Subsidiary whether by asset sale, transfer of shares or otherwise;
 - (II) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Company or any Subsidiary or otherwise) of the Company or any Company Subsidiary; or
 - (III) a proposed disposition of Shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Shares of the Company.

- (p) *Material Contracts.* All material Contracts to which the Company or any of the Company Subsidiaries is a party are legal, valid, binding and in full force and effect and enforceable by the Company or the Company Subsidiaries in accordance with their respective terms and are the product of arm's length negotiations between the parties thereto. The Company and each of the Company Subsidiaries has performed in all material respects all respective obligations required to be performed by them to date under the material Contracts and are not, and are not to the knowledge of the Company alleged to be (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. A true and complete copy of each material Contract has been provided by the Company to the Subscriber on or before the date hereof.

- (q) *Certain Indebtedness.* Neither the Company nor any of the Company Subsidiaries is indebted to any director, officer, employee or agent of, or independent contractor to, the Company or any of the Company Subsidiaries or any of their respective affiliates (except for amounts due as normal salaries and bonuses and in reimbursement of ordinary expenses);

- (r) *Financial Statements.* The Audited Financial Statements:
 - (i) have been prepared in accordance with International Financial Reporting Standards applied on a basis consistent with those of the preceding fiscal year;
 - (ii) are in all material respects consistent with the books and records of the Company and the Company Subsidiaries;
 - (iii) present fairly, in all material respects, the assets, liabilities and financial condition of the Company as at the dates and for the periods indicated in such financial statements;

- (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Company; and
- (v) do not contain any untrue statement of a material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it was made, with respect to the periods covered by the Audited Financial Statements
- (s) *Auditors.* The auditors of the Company who audited the Audited Financial Statements of the Company are independent public accountants as required by the Securities Laws and there has never been any “reportable event” (within the meaning of National Instrument 51-102 *Continuous Disclosure Obligations*) with the present or any former auditor of the Company.
- (t) *Internal Controls.* The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that, (i) transactions are executed in accordance with management's general or specific authorizations, and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with International Financial Reporting Standards and to maintain asset accountability.
- (u) *Books and Records.* The financial books, records and accounts of the Company and the Company Subsidiaries, in all material respects:
 - (i) have been maintained in accordance with Canadian generally accepted accounting principles and International Financial Reporting Standards, as the case may be, on a basis consistent with prior years;
 - (ii) accurately and fairly reflect the material transactions and dispositions of the assets of the Company and the Company Subsidiaries; and
 - (iii) accurately and fairly reflect the basis for the Company's financial statements.
- (v) *Minute Books.* The corporate minute books of the Company and the Company Subsidiaries, true and complete copies of which (except for the redaction of certain portions thereof) were made available to the Subscriber and its legal counsel, contain minutes of all proceedings and resolutions of the directors (and any committees thereof) and securityholders of the Company and the Company Subsidiaries, as applicable;
- (w) *Taxes.* All Taxes due and payable by the Company or any of the Company Subsidiaries (other than Taxes being contested in good faith) have been paid, except for where the failure to pay such taxes would not result in a Material Adverse Effect. All tax returns, reports, declarations, remittances and filings required to be filed by the Company and the Company Subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, reports, declarations, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading except where the inaccuracy or failure to file such

documents would not result in a Material Adverse Effect. To the knowledge of the Company, no examination of any tax return of the Company or the Company Subsidiaries is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by the Company, in each case, except where such examinations, issues or disputes would not result in a Material Adverse Effect.

- (x) *No Unlawful Payments.* None of the Company or any of the Company Subsidiaries, or any director, officer, employee or any agent of the Company or the Company Subsidiaries, has made any unlawful contribution or other payment to any official of, or candidate for, any federal, provincial, state, municipal, local or foreign office, or failed to disclose fully any contribution, in violation of any Law, or made any payment to any Canadian, United States or other country's governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by applicable Laws. Without limiting the generality of the foregoing, neither the Company nor the Company Subsidiaries nor, to the knowledge of the Company, any director, officer, employee or agent of the Company or the Company Subsidiaries, has violated any applicable FCPA Legislation.
- (y) *Transfer Agent.* Computershare Trust Company of Canada has been duly appointed as transfer agent and registrar for the Shares.
- (z) *Form of Share Certificate.* The definitive form of certificate representing the Shares has been duly approved by the Company and complies with the provisions of applicable Laws and the requirements of the TSX.
- (aa) *Debt Instruments.* Neither the Company nor any of the Company Subsidiaries is party to any material Debt Instrument or has any material loans or other indebtedness outstanding.
- (bb) *Compliance With Environmental Laws.* Neither the Company nor any of the Company Subsidiaries is in violation of any Environmental Laws, except where all violations would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. Neither the Company nor any of the Company Subsidiaries has received any notice of, or been prosecuted for an offence alleging, any material non-compliance with any Environmental Law nor is the Company aware of any such notice which has been given to a prior occupant of any of its properties which remains applicable to the Company, and neither the Company nor any of the Company Subsidiaries has settled any allegation of non-compliance in respect of any such property. There are no orders or directions relating to environmental matters requiring any material work, rehabilitation, remediation, repairs, construction or capital expenditures to be made with respect to any of the assets of the Company or any of the Company Subsidiaries which are material to the Company, nor has the Company or any of the Company Subsidiaries received notice of any of the same. Neither the Company nor any of the Company Subsidiaries has received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up, remedial, reclamatory or corrective action under any Environmental Laws and neither the Company nor any of the Company Subsidiaries has

received any request for information in connection with any federal, state, provincial, municipal or local inquiries as to disposal sites.

- (cc) *Environmental Permits.* The Company and the Company Subsidiaries have, collectively, obtained all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the “**Environmental Permits**”) necessary as at the date hereof to access the properties and for the operation of the businesses as presently carried on, and each Environmental Permit is valid, subsisting and in good standing and neither the Company nor any of the Company Subsidiaries is in default or breach, in any material respect, of any Environmental Permit and, to the knowledge of the Company, no proceeding is pending or threatened to revoke or limit any Environmental Permit.

- (dd) *Mining Titles.* The Company and the Company Subsidiaries hold either freehold title, mining leases, mining claims or other conventional proprietary or contractual interests or rights, including interests and rights under option and/or joint venture agreements recognized in the jurisdiction in which a particular property is located, in respect of the ore bodies and minerals located in the properties, including the Ochoa Project, in which the Company or the Company Subsidiaries have an interest under valid, subsisting and enforceable title documents, contracts or other recognized and enforceable agreements or instruments, which are sufficient to permit the Company or the Company Subsidiaries to explore for minerals relating thereto as disclosed in the Disclosure Documents and, to the knowledge of the Company, all such property interests including those relating to the Ochoa Project, in which the Company or any Company Subsidiary has any interest or right have been validly located, leased or permitted and the location notices, leases or permits (as the case may be) evidencing the same have been recorded in accordance with all applicable Laws and are valid and subsisting. The Company and the Company Subsidiaries have all necessary surface rights, access rights and other necessary rights and interests relating to the properties, including the Ochoa Project, in which the Company or the Company Subsidiaries have an interest as described in the Disclosure Documents, granting the Company or the Company Subsidiaries, as the case may be, the right and ability to explore for minerals for development purposes as are appropriate in view of the rights and interests therein of the Company and the Company Subsidiaries, with only such exceptions as do not materially interfere with the use made by the Company or the Company Subsidiaries of the rights or interests so held and each of the documents, agreements and instruments evidencing the proprietary interests or rights referred to above and each of the obligations relating thereto are in good standing in the name of the Company or the Company Subsidiaries, as the case may be. No person has any written or oral agreement, option, understanding or commitment, or any right or privilege (whether by Law, contractual or otherwise) capable of becoming such for the purchase or other acquisition from the Company of any material real or personal property of the Company.

- (ee) *Royalties.* Except for (A) royalties payable pursuant to the terms of:

- (i) the document entitled "Terms of Consulting Arrangement" dated February 5, 2008 between U.S. Potash Corp. (being a previous name of IC Potash (USA) and Mr. Robert J. Hite;
- (ii) the royalty agreement made effective as of May 1, 2008 between Intercontinental Potash Corp. and Bald Eagle Resources Ltd.;
- (iii) the royalty agreement made effective as of May 1, 2008 between Intercontinental Potash Corp. and CapitalOne Asset Management Limited; and
- (iv) the royalty agreement made effective as of May 1, 2008 between Intercontinental Potash Corp. and 1350659 Ontario Inc.;

true and complete copies of which were made available to the Subscriber and its legal counsel, and none of which documents or agreements have been amended since the respective dates thereof, (B) royalties payable to the State of New Mexico Commissioner of Public Lands pursuant to the terms of the 17 New Mexico State Land Office mining leases forming part of the Ochoa Project and (C) royalties which may become payable pursuant to certain Bureau of Land Management preference right leases which may be issued upon the conversion of 26 Bureau of Land Management federal potassium prospecting permits forming part of the Ochoa Project, neither the Company nor any of the Company Subsidiaries has any responsibility or obligation to pay any royalty, rent, commission or similar payment to any person with respect to the Ochoa Project, any property forming part thereof or any production or profits therefrom.

- (ff) *NI 43-101 Compliance.* The estimates in the Technical Report of the Company's mineral resources and mineral reserves have been prepared and disclosed in all material respects in accordance with National Instrument 43-101 *Standards of Disclosure for Mineral Projects* and the information prepared by the Company upon which such estimates were based was, at the time of delivery thereof, complete and accurate in all material respects and there have been no material adverse changes to such information since the date of delivery or preparation thereof.
- (gg) *Insurance.* The Company and the Company Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company considers to be appropriate in light of the business in which they engage, and the Company and the Company Subsidiaries have no reason to believe that they will not be able to renew their existing insurance coverage as and when such coverage expires or obtain similar coverage from similar insurers as may be necessary to continue their business at a similar cost to that of their existing coverage.
- (hh) *Labour and Employment Matters.* Neither the Company nor any of the Company Subsidiaries is a party to any collective bargaining agreement or subject to any application for certification or threatened or apparent union-organizing campaign and there are no current, pending or threatened strikes, lockouts or other labour disputes or disruptions at the Company or any of the Company Subsidiaries. The Company and the Company Subsidiaries are in compliance with all Laws

respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where non-compliance with such Laws could not be reasonably expected to have a Material Adverse Effect, and has not and is not engaged in any unfair labour practice.

6.2 Representations and Warranties of the Subscriber

The Subscriber represents and warrants to the Company as follows and acknowledges that the Company is relying upon such representations and warranties in connection with the entering into of this Agreement:

- (a) *Organization of the Subscriber.* The Subscriber is a corporation duly incorporated under the Laws of the Netherlands and is validly existing and in good standing under the Laws of the Netherlands, and no proceedings have been instituted or are pending for the dissolution or liquidation of the Subscriber.
- (b) *Corporate Power and Authority.* The Subscriber has all requisite legal and corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (c) *Duly Authorized and Binding Agreement.* The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Subscriber, and this Agreement has been duly executed and delivered by the Subscriber and constitutes a valid and legally binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally and to general principles of equity.
- (d) *No Violation.* The execution and delivery of this Agreement, the performance by the Subscriber of its obligations hereunder and the consummation of the other transactions contemplated by this Agreement do not and will not conflict with, or result (with or without notice or the lapse of time) in a breach or violation of, or constitute a default under, any of the terms or provisions of: (i) the constituting documents of the Subscriber; (ii) the resolutions of the shareholders or directors (or any committee thereof) of the Subscriber which are in effect; (iii) any judgement, writ, injunction, decree or order of any court, arbitrator or Governmental Authority that is binding on the Subscriber, or (iv) subject to obtaining the approvals set out in Section 8.1(c), any applicable Laws.
- (e) *Certain Securities Law Matters.* The Subscriber is purchasing the Purchased Shares as principal and not for the benefit of any other person. The Subscriber was not created, and is not being used, solely to purchase and hold securities in reliance on an exemption from applicable prospectus requirements under the Securities Laws.
- (f) *U.S. Securities Laws.* The Subscriber is not, and is not purchasing the Purchased Shares for the account or benefit of, a U.S. Person under the U.S. Securities Act or for resale in the United States or to a U.S. Person in violation of United States federal or state securities Laws, was not offered the Purchased Shares in the United States, at the time the purchase order originated was

outside the United States, did not execute or deliver this Agreement or related documents in the United States and confirms that no act, solicitation, conduct or negotiation directly or indirectly in furtherance of the purchase of the Purchased Shares hereunder has occurred in the United States.

- (g) *International Securities Laws.* The Subscriber has its registered seat in the Netherlands and is knowledgeable of, or has been independently advised as to, the applicable securities Laws of the Netherlands which would apply to this Agreement and the offer and issuance of the Purchased Shares in the Netherlands to the Subscriber, if any, and:
- (i) the Subscriber is purchasing the Purchased Shares pursuant to exemptions from any prospectus, registration or similar requirements under the applicable securities Laws of the Netherlands or, if such requirements are not applicable, the Subscriber is permitted to purchase the Purchased Shares under the applicable securities Laws of the Netherlands without the need to rely on an exemption; and
 - (ii) the applicable securities Laws of the Netherlands do not require the Company to file a prospectus, registration statement or similar document or to register the Purchased Shares or to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the Netherlands, provided that the Purchased Shares have been offered in the Netherlands only to the Subscriber; and
 - (i) the offer and issuance of the Purchased Shares to the Subscriber in accordance with this Agreement will not cause the Company to become subject to any disclosure, prospectus or reporting requirements under the applicable securities Laws of the Netherlands and no filings, notices, consents or approvals of any kind whatsoever will be required to be made or obtained by the Company in connection with the issuance of the Purchased Shares to the Subscriber or the entering into of this Agreement under the applicable securities Laws of the Netherlands, provided that the Purchased Shares have been offered in the Netherlands only to the Subscriber.
- (h) *Collection of Personal Information.* The Subscriber acknowledges and consents:
- (i) to the fact that the Company is collecting personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time);
 - (ii) to the Company retaining such personal information for as long as permitted or required by Law or business practices;
 - (iii) to the fact that the Company may be required by the Securities Laws, the rules and policies of any stock exchange or the rules of the Investment Dealers Association of Canada to provide regulatory authorities with any personal information provided by the Subscriber in or in connection with this Agreement; and
 - (iv) to the collection, use and disclosure of the Subscriber's personal information by the TSX.

6.3 Acknowledgements of Subscriber

The Subscriber acknowledges and agrees that:

- (a) the Purchased Shares are being offered for sale on a “private placement” basis and will be subject to statutory resale restrictions under the Securities Laws, and the Subscriber covenants that it will not resell the Purchased Shares except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and the Company is not in any way responsible) for such compliance;
- (b) no Governmental Authority has reviewed or passed on the merits of the Purchased Shares;
- (c) the certificates representing the Purchased Shares will bear legends substantially in the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ●, 2012 [*Insert the date that is four months and one day after the distribution date.*]

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE LISTED ON THE TORONTO STOCK EXCHANGE (“TSX”); HOWEVER, THE SAID SECURITIES CANNOT BE TRADED THROUGH THE FACILITIES OF TSX SINCE THEY ARE NOT FREELY TRANSFERABLE, AND CONSEQUENTLY ANY CERTIFICATE REPRESENTING SUCH SECURITIES IS NOT “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON TSX.”

- (d) the Subscriber will execute, deliver, file and otherwise assist the Company with filing all documentation required by the TSX and applicable Securities Laws to permit the subscription for and the issuance of the Purchased Shares;
- (e) the Company is relying on an exemption from the requirement to provide the Subscriber with a prospectus under the Securities Laws and, as a consequence of acquiring the Purchased Shares pursuant to such exemption, certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission or damages, will not be available to the Subscriber; and
- (f) there are risks associated with the purchase of the Purchased Shares.

6.4 Survival of Representations, Warranties and Acknowledgements

The representations, warranties and acknowledgements of each Party contained in this Agreement and in all certificates and documents delivered pursuant to or as contemplated by this Agreement (i) will survive the Closing and will continue in full force and effect for the benefit of the other Party for a period of two (2) years following the Closing Date, and (ii) will not be mitigated, diminished or affected by any investigation or inquiry by or on behalf of the other Party or any of its affiliates, representatives, agents or advisers.

ARTICLE 7 **COVENANTS**

7.1 Covenants of the Company

The Company covenants and agrees that:

- (a) the Company will use its commercially reasonable efforts to maintain its status as a “reporting issuer” (or the equivalent), not in default of any of the requirements of applicable Securities Laws, in each of the provinces and territories of Canada in which it currently has such status, for a period of forty-eight (48) months following the Closing Date, except where the Company ceases to be a reporting issuer for commercially reasonable business reasons, including in connection with a merger or acquisition transaction;
- (b) unless otherwise inconsistent with the fiduciary duties of the Board of Directors, including in connection with a merger or acquisition transaction or other transaction carried out for commercially reasonable business reasons, the Company will use its commercially reasonable efforts to maintain the listing of the Shares (or any shares or securities, whether of the Company or another company or entity, into which the Shares may from time to time be converted, reclassified or exchanged) on the TSX or another recognized stock exchange or quotation system, and to comply with the rules and regulations of the TSX or such other recognized stock exchange or quotation system, for a period of forty-eight (48) months following the Closing Date;
- (c) the Company will timely pay all Taxes (other than Taxes being contested in good faith) when due for a period of forty-eight (48) months following the Closing Date;
- (d) the Company will provide the Subscriber with notice of any material litigation against the Company or any of the Company Subsidiaries for a period of forty-eight (48) months following the Closing Date; and
- (e) prior to the Closing the Company will not issue any additional Equity Securities.

7.2 Additional Covenant Regarding Property Records

Within 30 days following the Closing, the Company will request to be recorded in the appropriate real property records of the office of the County Clerk of Lea and Eddy Counties, New Mexico either (i) each of the Bureau of Land Management federal potassium prospecting permits (or any Bureau of Land Management preference leases issued prior to such time in substitution therefor) and New Mexico State Land Office mining leases or (ii) a memorandum of each such permit or lease.

ARTICLE 8 **CONDITIONS OF CLOSING**

8.1 Subscriber’s Conditions Precedent

The obligations of the Subscriber hereunder, including the obligation to complete the subscription for the Purchased Shares, will be subject to the satisfaction, at or before the

Closing Time, of the following conditions precedent, each of which is acknowledged to be for the exclusive benefit of the Subscriber and may be waived in whole or in part by the Subscriber in its discretion:

- (a) each of the representations and warranties of the Company set out in this Agreement, and each of the representations and warranties of the Company and IC Potash (USA) set out in the Offtake Agreement, shall be true and correct as of the Closing Time in all material respects as though made at and as of such time (except to the extent such representations and warranties are by their express terms made as of the date of this Agreement or another specific date and time, in which case such representations and warranties shall be true and correct as of such date and time), and the Company shall have provided to the Subscriber a certificate of a senior officer of the Company certifying the same as of the Closing Date;
- (b) the Company shall have performed or complied with, in all material respects, all of its obligations, covenants and agreements under this Agreement to be performed or complied with at or prior to the Closing Time, and the Company shall have provided to the Subscriber a certificate of a senior officer of the Company certifying the same as of the Closing Date;
- (c) all approvals of Governmental Authorities which are necessary to permit the issuance of the Purchased Shares and the completion of the transactions contemplated hereby and by the Offtake Agreement, including the conditional approval of the TSX (which shall be subject only to customary conditions) shall have been obtained;
- (d) there shall be no Law, regulatory action, injunction, order or decree which restrains, enjoins or otherwise prohibits the issuance and purchase of the Purchased Shares or any of the transactions contemplated by this Agreement or the Offtake Agreement, and no action or proceeding shall have been commenced or be pending or threatened against the Subscriber, the Company or any of their respective affiliates by any Governmental Authority or other person to restrain, enjoin or otherwise prohibit the completion of any of the transactions contemplated by this Agreement or the Offtake Agreement;
- (e) nothing shall have occurred which has a Material Adverse Effect;
- (f) the Offtake Agreement and the Guarantee shall be in full force and effect (provided that certain of the obligations of the parties thereunder may be subject to the completion of the Closing) and shall not have been terminated;
- (g) there shall have been delivered to the Subscriber:
 - (i) a favourable opinion of Cassels Brock & Blackwell LLP, counsel to the Company, addressed to the Subscriber and in form and substance satisfactory to the Subscriber and its counsel, acting reasonably, with respect to such matters as the Subscriber and its counsel may reasonably request relating to the Company, certain corporate and Securities Law matters relating thereto and to the distribution of the

Purchased Shares, and the enforceability of this Agreement, the Guarantee and the Offtake Agreement;

- (ii) favourable opinions of counsel to each of the Material Company Subsidiaries, addressed to the Subscriber and in form and substance satisfactory to the Subscriber and its counsel, acting reasonably, with respect to (A) such Company Subsidiary being a corporation existing under the Laws of the jurisdiction in which it was incorporated, amalgamated or continued, as the case may be, and having all requisite corporate power to carry on its business as now conducted and to own, lease and operate its property and assets; and (B) the issued and outstanding shares of such Company Subsidiary, and all such shares being registered in the name of the Company or another Company Subsidiary;
- (iii) favourable title opinions (or, in relation to properties not forming part of the Company's 40 year mine plan as set out in the *Ochoa Project Mine Plan of Operations, Lea County, New Mexico* dated September 30, 2011 prepared by Gustavson Associates, LLC, non-opinion title reports) of counsel to the Company, addressed to the Subscriber and in form and substance satisfactory to the Subscriber and its counsel, acting reasonably, with respect to the interest of the Company and/or the Company Subsidiaries in the potassium exploration or mining rights represented by the Bureau of Land Management federal potassium prospecting permits and New Mexico State Land Office mining leases comprising the Ochoa Project; and
- (iv) a report of US counsel to the Company, dated as close as practicable prior to the Closing and in form and substance satisfactory to the Subscriber and its counsel, acting reasonably, updating the lien and litigation searches conducted in preparation of each of the title opinions and non-opinion title reports referred to in subclause (iii) above, as shown on Appendix A, Title Material of each such opinion or as shown in the non-opinion title report;
- (h) the Subscriber shall have been provided with certificates dated the Closing Date, signed by senior officers of the Company or the Material Company Subsidiaries, as the case may be, addressed to the Subscriber with respect to (i) the constating documents of the Company and each of the Material Company Subsidiaries, (ii) all resolutions of the Company relating to the authorization and approval of this Agreement, the Offtake Agreement, the creation, issuance, offering and sale of the Purchased Shares and the consummation of the other transactions contemplated hereby and by the Offtake Agreement, and (iii) the incumbency and specimen signatures of signing officers of the Company and IC Potash USA; and
- (i) the Company shall have prepared, executed and delivered such other documentation as the Subscriber or its counsel may reasonably request, in form and substance satisfactory to the Subscriber, acting reasonably.

8.2 Company's Conditions Precedent

The obligations of the Company hereunder, including the obligation to complete the issuance and sale of the Purchased Shares, will be subject to the satisfaction, at or before the Closing Time, of the following conditions precedent, each of which is acknowledged to be for the exclusive benefit of the Company and may be waived in whole or in part by the Company in its discretion:

- (a) favourable opinions of Subscriber's counsel, addressed to the Company and in form and substance satisfactory to the Company and its counsel, acting reasonably, with respect to such matters as the Company and its counsel may reasonably request relating to the Subscriber, Yara Parent and Yara Balderton, certain corporate matters relating thereto and the enforceability of this Agreement, the Guarantee and the Offtake Agreement;
- (b) the Offtake Agreement and the Guarantee shall be in full force and effect (provided that certain of the obligations of the parties thereunder may be subject to the completion of the Closing) and shall not have been terminated
- (c) each of the representations and warranties of the Subscriber set out in this Agreement, the representations and warranties of Yara Balderton set out in the Offtake Agreement, and the representations and warranties of Yara Parent set out in the Guarantee shall be true and correct as of the Closing Time in all material respects as though made at and as of such time (except to the extent such representations and warranties are by their express terms made as of the date of this Agreement or another specific date and time, in which case such representations and warranties shall be true and correct as of such date and time), and Yara Parent shall have provided to the Company a certificate of an authorized signatory of Yara Parent certifying the same as of the Closing Date;
- (d) the Subscriber shall have performed or complied with, in all material respects, all of its obligations, covenants and agreements under this Agreement to be performed or complied with at or prior to the Closing Time, and Yara Parent shall have provided to the Company a certificate of an authorized signatory of Yara Parent certifying the same as of the Closing Date;
- (e) all approvals of Governmental Authorities which are necessary to permit the issuance of the Purchased Shares and the completion of the transactions contemplated hereby and by the Offtake Agreement, including the conditional approval of the TSX (which shall be subject only to customary conditions) shall have been obtained;
- (f) there shall be no Law, regulatory action, injunction, order or decree which restrains, enjoins or otherwise prohibits the issuance and purchase of the Purchased Shares or any of the transactions contemplated by this Agreement or the Offtake Agreement, and no action or proceeding shall have been commenced or be pending or threatened against the Subscriber, the Company or any of their respective affiliates by any Governmental Authority or other person to restrain, enjoin or otherwise prohibit the completion of any of the transactions contemplated by this Agreement or the Offtake Agreement;

- (g) the Subscriber shall have remitted and paid the Purchase Price in accordance with Section 2.3; and
- (h) the Subscriber shall have prepared, executed and delivered such other documentation as the Company or any Governmental Authority (including the TSX) may reasonably request.

8.3 Waiver of Condition

The Subscriber, in the case of a condition set out in Section 8.1, and the Company, in the case of a condition set out in Section 8.2, will have the exclusive right to waive before the Closing Time the performance or compliance of such condition in whole or in part and on such terms as may be agreed upon without prejudice to any of its rights in the event of non-performance or non-compliance with any other condition in whole or in part. Any such waiver will not constitute a waiver of any other conditions in favour of the waiving Party. Such waiving Party will retain the right to complete the sale and purchase of the Purchased Shares herein contemplated and sue the other Party in respect of any breach of the other Party's covenants or obligations or any inaccuracy or misrepresentation in a representation or warranty of the other Party which gave rise to the non-performance of or non-compliance with the condition so waived.

ARTICLE 9 **DISCLOSURE**

9.1 Press Releases

- (a) Subject to Section 9.1(b), no press release or other public announcement with respect to this Agreement, the Offtake Agreement or the transactions contemplated hereby or by the Offtake Agreement will be made by a Party unless the text of such announcement and the timing and manner of its release has been approved in writing by the other Party, acting reasonably provided that if no response is provided to the other Party within five (5) Business Days of receipt of a draft press release, such Party will be deemed to have provided its approval to the draft press release.
- (b) Notwithstanding Section 9.1(a), if at any time a Party is required by Law to make a press release or other public announcement, such Party may do so, notwithstanding the failure of the other Party to approve the text of such announcement, provided that:
 - (i) the other Party is given at least one (1) Business Day's prior written notice of the intention to make such announcement and has a reasonable opportunity to comment on such announcement; and
 - (ii) the announcement merely relates the facts and then only to the extent necessary to satisfy the specific legal requirement.

ARTICLE 10 **TERMINATION**

10.1 Termination

This Agreement may be terminated at any time prior to the Closing Time by:

- (a) the Subscriber if there has been a breach of or failure to perform any representation, warranty, covenant or other agreement on the part of the Company contained in this Agreement such that any condition specified in Section 8.1 would be incapable of being satisfied at the Closing Time, and such breach or failure to perform is not waived by the Subscriber or cured by the Company by the earlier of ten Business Days (or such longer period of time as may be required provided the Company is diligently pursuing such cure) after written notice thereof by the Subscriber and the Outside Date; and
- (b) the Company if there has been a breach of or failure to perform any representation, warranty, covenant or other agreement on the part of the Subscriber contained in this Agreement such that any condition specified in Section 8.2 would be incapable of being satisfied at the Closing Time, and such breach or failure to perform is not waived by the Company or cured by the Subscriber by the earlier of ten Business Days (or such longer period of time as may be required provided the Company is diligently pursuing such cure) after written notice thereof by the Company and the Outside Date;
- (c) by written agreement of the Parties; or
- (d) by either the Subscriber or the Company if the Closing has not occurred by the Outside Date (other than due to the fault or negligence of the Party purporting to exercise this termination right).

The Party seeking to terminate this Agreement will give written notice of such termination to the other Party specifying the provision pursuant to which such termination is made.

10.2 Effect of Termination

If this Agreement is terminated pursuant to Section 10.1, all obligations of the Parties under or pursuant to this Agreement will terminate without further liability of any Party to the other (except that this Section 10.2, Article 11 and all related definitions set out in Article 1 will survive any such termination), provided that nothing herein will relieve any Party from liability for any breach of this Agreement occurring before its termination.

ARTICLE 11 **GENERAL**

11.1 Enurement

This Agreement will enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

11.2 Notice

All notices or other communications required or permitted by the terms hereof to be given by one Party to another shall be given in writing by personal delivery, facsimile or e-mail delivered to such other Party as follows:

To the Company:

IC Potash Corp.
Suite 5600 — First Canadian Place
100 King Street West
Toronto, Ontario
M5X 1C9

Attention: Sidney Himmel
Facsimile No.: (250) 763-5255
Email: sid@icpotash.com

with a copy (which shall not constitute notice to the Company) to:

Cassels, Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario
M5H 3C2

Attention: Jay Goldman
Facsimile No.: (416) 644-9337
Email: jgoldman@casselsbrock.com

To the Subscriber:

c/o Yara International ASA
Bygdøy allé 2
P.O. Box 2464, Solli
N-0202 Oslo
Norway

Attention: Torgeir Kvidal
Facsimile No.: +47 24 15 7105
Email: Torgeir.Kvidal@yara.com

with a copy (which shall not constitute notice to the Subscriber) to:

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto, Ontario
M5K 1E6

Attention: Brian Graves
Facsimile No.: (416) 868-0673
Email: bgraves@mccarthy.ca

or at such other address, facsimile number or e-mail address, as may be given by either of them to the other in writing from time to time and such other notices or communications will be deemed to have been received when delivered personally or by e-mail or, if by facsimile, on the Business Day on which such notice or other communication has been transmitted by facsimile (with receipt confirmed).

11.3 Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party, which may be arbitrarily withheld, except that the Subscriber will be entitled at any time to assign this Agreement to an affiliate thereof provided that such affiliate enters into a written agreement with the Company to be bound by the provisions of this Agreement to the same extent as if it had been an original party hereto instead of the Subscriber.

11.4 Execution in Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original, but all of which together will constitute one and the same document.

11.5 Severability

If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect under the Laws of any jurisdiction, the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby under the Laws of any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

11.6 Expenses

Unless otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such costs and expenses, whether or not any of the transactions contemplated hereby are consummated.

11.7 Governing Law and Attornment

This Agreement will be governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to

conflicts of law rules, and each of the Parties irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

11.8 Third Party Beneficiaries

Except as otherwise expressly provided in this Agreement, the Parties intend that this Agreement will not benefit, or create any right or cause of action on behalf of, any person other than a Party and no person, other than a Party, will be entitled to rely on the provisions of this Agreement in any proceeding.

11.9 Entire Agreement

This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior agreements between the Parties relating to the subject matter hereof. There are no representations, warranties covenants or other agreements between the Parties relating to the subject matter hereof except as stated or referred to herein.

11.10 Injunctive Relief

Each of the Parties acknowledges and agrees that damages would be inadequate to compensate for the breach of any of its obligations set out in Article 3, Article 4 or Article 5 of this Agreement (the "**Shareholder Provisions**") and that the other Party would be seriously and irreparably injured if any such provision of this Agreement is not performed by it in accordance with the specific terms and conditions hereof. Accordingly, each of the Parties agrees, without prejudice to any additional or alternative remedies the other Party may have, that the other Party will be entitled to specifically enforce the Shareholder Provisions, to an injunction to prevent any breach thereof, and to declaratory relief or injunctive relief in respect of anything done in breach thereof.

11.11 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise expressly provided in the written waiver, will be limited to the specific breach waived.

11.12 Further Assurances

Each Party will, from time to time at the request of the other Party, execute and deliver all such further documents and perform or cause to be performed such further acts or things as may be reasonably required to give full effect to, and carry out or better evidence or perfect the intent of, this Agreement.

11.13 Time of Essence

Time will be of the essence of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first above written.

IC POTASH CORP.

Per: "Sidney Himmel"
Sidney Himmel
President & Chief Executive Officer

YARA NEDERLAND B.V.

Per: "Torgeir Kvidal"
Torgeir Kvidal
Authorized Signatory

**SCHEDULE A
WIRE TRANSFER INSTRUCTIONS**

Wire instructions redacted.

**SCHEDULE B
REGISTRATION INSTRUCTIONS**

The certificate representing the Purchased Shares which is to be delivered at the Closing should be registered as follows:

Name: Yara Nederland B.V.

Address: Yara Nederland B.V.
Industrieweg 10
P.O. Box 2
NL-4540 AA Sluiskil
The Netherlands