

INTERCONTINENTAL POTASH CORP. (USA)

AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

This Stockholders Agreement (this “Agreement”) is dated as of this 29th day of February, 2016 and entered into by and among the holders of Series A Preferred Stock listed on Schedule I hereto (the “Series A Investors”); the holders of Series B Preferred Stock listed on Schedule II (the “Series B Investors”); Intercontinental Potash Corp. (USA), a Colorado corporation (the “Company”); Intercontinental Potash Corp., a Canadian corporation (“MidCo”); and IC Potash Corp., a Canadian corporation (“Parent”) and amends and restates the Stockholder Agreement entered into as of November 24, 2014 (the “Prior Agreement”). the Cartesian Investors and MidCo (and its Permitted Transferees owning Common Stock) are hereinafter each referred to as a “Shareholder” and collectively referred to as the “Shareholders”.

R E C I T A L S

WHEREAS, certain of the Cartesian Investors and the Company have entered into that certain Stock Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, pursuant to which, among other things, the Company has agreed to issue shares of Series B Preferred Stock to the Series B Investors;

WHEREAS, pursuant to Section 7(d) of the Prior Agreement, the Prior Agreement may be amended by the written consent of the Shareholders Owning a majority of the shares of Common Stock and the Cartesian Investors; and

WHEREAS, the Board of Directors of the Company (the “Board”) and the Boards of Directors of each of the Cartesian Investors, MidCo and Parent have each determined that it is in the best interests of the applicable Person to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. COVENANTS OF THE PARTIES

(a) Legends.

(i) The certificates evidencing the Purchased Equity Shares (as defined herein) and Granted Equity Shares (as defined herein) (together with any Share Equivalents and any shares of capital stock of the Company issued with respect to such Purchased Equity Shares or Granted Equity Shares by way of a dividend or distribution payable thereon or stock split, reverse stock split, recapitalization, reclassification, reorganization, exchange, subdivision or combination thereof, the “Shares”) acquired or held by the Shareholders will bear substantially the following legend reflecting the restrictions on the Transfer of such securities contained in this Agreement:

“The securities evidenced hereby are subject to the terms of that certain Stockholders Agreement (as amended from time to time) by and among Intercontinental Potash Corp. (USA) and certain

investors identified therein, including certain restrictions on transfer. A copy of this Agreement has been filed with the Secretary of Intercontinental Potash Corp. (USA)”

(ii) If any certificates representing any Shares held by a Shareholder do not bear substantially the foregoing legend, such Shareholder shall, as promptly as practicable after the date hereof, deliver all such certificates to the Company to enable the Company to place such legend on such certificates.

(iii) In the event that the restrictive legend set forth in Section 1(a)(i) above has ceased to be applicable to any Shares held by a Shareholder, the Company shall, subject to applicable laws, provide such Shareholder, or his, her or its Transferee(s), at his, her or its request, with new certificates for such Shares not bearing the legend with respect to which the restriction has ceased and terminated. In connection with and following an Initial Public Offering, if a Shareholder Transfers Shares in accordance with this Agreement (other than to Permitted Transferees), with respect to only the securities being Transferred, the Company shall provide such Shareholder, or his, her or its Transferee(s), at his, her or its request, with new certificates for such Shares being Transferred not bearing the legend with respect to which the restriction has ceased and terminated.

(b) Additional Shareholders. The parties hereto acknowledge that certain Persons, including directors, employees and consultants of the Company and its Affiliates and their Permitted Transferees, may become stockholders of the Company or holders of Share Equivalents after the date hereof. As a condition to the issuance of Shares of the Company to them (including Share Equivalents), the Company shall require such Persons to execute and deliver (i) an agreement in writing to be bound by the terms and conditions of this Agreement pursuant to a Joinder Agreement substantially in the form attached as Exhibit A hereto (a “Joinder Agreement”) or (ii) an agreement reasonably satisfactory to each Cartesian Investor containing restrictions substantially similar to those herein.

(c) Financial Reports and Other Information.

(i) For so long as the Cartesian Investors collectively Own at least 5% of the issued and outstanding shares of Common Stock of the Company (calculated on an as-converted basis), par value \$0.001 per share (the “Common Stock”), the Company shall provide to each Cartesian Investor the following:

(A) Unaudited Statements. As promptly as practical after they are provided to the Board, the unaudited quarterly financial statements of the Company and its subsidiaries;

(B) Annual Audit. As soon as available and in any event within ninety (90) days after the end of each fiscal year, a consolidated and consolidating balance sheet of the Company and its subsidiaries as of the end of such fiscal year and the related consolidated and consolidating statements of operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case

in comparative form the figures for the previous fiscal year, certified without qualification by an independent accounting firm as fairly presenting the financial condition and results of operations of the Company and as having been prepared in conformity with International Financial Reporting Standard (“IFRS”) supplied on a consistent basis;

(C) Annual Budget. As promptly as practical after it is approved by the Board, a copy of the annual budget of the Company and its subsidiaries;

(D) Audit Reports. Promptly following receipt thereof, one copy of each audit report submitted to the Company by its independent accountants in connection with any annual or special audit made by them of the books of the Company and its subsidiaries;

(E) Reports to Stockholders and Creditors. As promptly as reasonably practical after it is provided to the Company’s stockholders or lenders, any material report that is provided to such stockholders or lenders;

(F) Capitalization Changes. As promptly as practical after any increase or decrease in the number of issued Shares, an updated capitalization table reflecting such changes; and

(G) Requested Information. As promptly as reasonably practical, such other data and information as from time to time may be reasonably requested by any Cartesian Investor.

(d) Inspection Rights. From and after the date hereof and for so long the Cartesian Investors collectively Own at least 5% of the issued and outstanding shares of Common Stock (calculated on an as-converted basis), the Parties will permit each Cartesian Investor and its representatives, at such Cartesian Investor’s own expense, to visit and inspect any of the properties of the Company and its Affiliates, to examine all its books of account, records, reports and other papers to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with its officers, directors, key employees and independent public accountants or any of them (and by this provision the Company authorizes said accountants to discuss with the Cartesian Investors and their nominees, permitted assigns and representatives the finances and affairs of the Company and its subsidiaries), all at such reasonable times during normal business hours and as often as may be reasonably requested upon reasonable prior notice.

(e) Confidentiality of Records.

(i) Each Shareholder agrees to keep confidential any Confidential Information (including, without limitation, information furnished to them pursuant to Section 1(c) (Financial Reports and Other Information) and Section 1(d) (Inspection Rights)) and use such Confidential Information solely in respect of the evaluation of their investment in the Company, except that such Shareholder may disclose such information:

(A) to any subsidiary or parent of such Shareholder as long as such subsidiary or parent is advised of and agrees or has agreed to be bound by the confidentiality provisions of this Section 1(e) (Confidentiality of Records) or similar restrictions, in which case the Shareholder must procure compliance by such subsidiary or parent with such confidentiality provisions or restrictions;

(B) at such time as it enters the public domain through no fault of such Shareholder;

(C) that is developed by any Shareholder or its agents independently of and without reference to any such information;

(D) to the extent required by applicable law, rules or policies of the Regulatory Authorities, or court order or similar legal obligation;

(E) with respect to each Cartesian Investor, (1) to any prospective purchaser of any Shares, or membership or partnership interests from such Cartesian Investor or an Affiliate thereof, (2) to any current or prospective investors (including limited partners) of such Cartesian Investor or any of its Affiliates, (3) to any Affiliate, partner, member, employee, stockholder or agent, (4) to any current or potential lenders or financing sources or (5) to any other Person to whom such Cartesian Investor is contractually obligated or required to provide such information, in each of (E)(1), (2), (3), (4) and (5) so long as the applicable Person is bound by a confidentiality agreement that is no less restrictive than the confidentiality provisions contained herein or that is reasonably acceptable to the Company; and

(F) to its attorneys, accountants, consultants, advisors and other professionals so long as such disclosure is made strictly for the purpose of the Shareholder seeking advice in relation to its investment in the Company, in each case, so long as the applicable Person is bound by (x) a confidentiality agreement that is no less restrictive than the confidentiality provisions contained herein or that is reasonably acceptable to the Company or (y) professional obligations to refrain from disclosing the Confidential Information,

(ii) It is acknowledged that the Company may suffer irreparable loss and damage as a result of a breach of this Section 1(e) (Confidentiality of Records) and that damages may not be an adequate remedy for such loss or damage, and that injunctive relief is available to the Company to prevent such loss or damage.

2. BOARD OF DIRECTORS.

(a) Election of Directors.

(i) Subject to Sections 2(a)(ii) and (iii), the Shareholders and the Company shall take all reasonable action within their respective power, including the voting of (or acting by written consent with respect to) all shares of the Company Owned by them, required to cause the Board to have no greater than five (5) members, (A) one of which shall be appointed by a majority of the Series A Investors (the “Series A Director”) for so long as the Series A Investors collectively Own at least 7.8% of the then outstanding shares of Common Stock (calculated on an as-converted basis), (B) one of which shall be appointed by a majority of the Series B Investors (the “Series B Director”) and together with the Series A Director, the “Preferred Directors”) for so long as the Series B Investors collectively Own at least 21.1% of the then outstanding shares of Common Stock (calculated on an as-converted basis), (C) two of which shall be appointed by Midco (the “ICP-Canada Directors”); and (D) one of which shall be either Graeme Wheelock or Pat Okita, as jointly selected and appointed by the Preferred Directors and the ICP-Canada Directors (the “Appointed Director”). As of the date hereof, the Board consists of Peter Yu, Paul Hong, Ernest Angelo and John Stubbs.

(ii) Subject to Section 2(a)(iii), upon the issuance of shares of Series C Preferred Stock as designated in the Articles of Incorporation, if applicable, the Shareholders and the Company shall take all reasonable action within their respective power, including the voting of (or acting by written consent with respect to) all shares of the Company Owned by them, required to cause the Board to have no greater than five (5) members, appointed in proportion to the percentage of Common Stock, calculated on an as-converted basis, Owned by each Shareholder; provided, however, that Midco shall be entitled to appoint at least one Director (thereafter referred to as the “ICP-Canada Director(s)”) for so long as Midco Owns at least 5% of the then outstanding shares of Common Stock (calculated on an as-converted basis).

(iii) Each of the Preferred Directors, each of the ICP-Canada Directors and the Appointed Director will be required to meet the individual qualifications and requirements for directors under applicable law and, as applicable, the rules and regulations of the Regulatory Authorities.

(b) Replacement Directors. In the event that any Preferred Director, any ICP-Canada Director or the Appointed Director, as applicable, appointed in the manner set forth in Section 2(a) (Election of Directors) hereof is unable to serve, or once having commenced to serve, is removed or withdraws from the Board (a “Withdrawing Director”), such Withdrawing Director’s replacement (if any) (the “Substitute Director”) will be appointed by (i) the Cartesian Investors in the case of a Substitute Director to replace a Preferred Director, should the Cartesian Investors remain entitled to appoint Preferred Directors to the Board pursuant to Section 2(a) (Election of Directors); (ii) Midco in the case of a Substitute Director to replace a ICP-Canada Director or (iii) the Preferred Directors and ICP-Canada Directors, acting reasonably, in the case of a Substitute Director to replace an Appointed Director, which for the avoidance of doubt shall be the other individual eligible to serve as an Appointed Director pursuant to Section 2(a)(i),

unless otherwise agreed by the Cartesian Investors. The Shareholders and the Company agree to take all action within their respective power, including the voting of (or acting by written consent with respect to) Shares Owned by them (A) to cause the appointment of such Substitute Director promptly following his or her nomination pursuant to this Section 2(b) (Replacement Directors) or (B)(1) upon the written request of the Cartesian Investors, to remove, with or without cause, the then sitting Preferred Directors, or (2) upon the written request of Midco, to remove, with or without cause, the then sitting ICP-Canada Directors.

(c) Committees of the Board. In the event that the Board establishes any committee thereof, so long as the Cartesian Investors have the right to appoint Preferred Directors pursuant to this Agreement, to the extent requested by the Cartesian Investors or either Preferred Director, the membership of such committee shall include (i) one or more Preferred Directors, as determined by the Cartesian Investors in their discretion, and (ii) the same number of Preferred Directors and other members of such committee, unless, in each case, prohibited by law or applicable rules or regulations of any Regulatory Authorities. The foregoing right to appoint Preferred Directors to any committee of the Board shall not apply to any committee formed solely to consider a transaction between the Cartesian Investors, as applicable, and the Company or to any committee formed to consider equity and equity related financing activities or transactions.

(d) Observer Rights. From and after the date hereof and for so long as for so long as (i) the Series A Investors collectively Own at least five percent (5%) of the then outstanding shares of Common Stock (calculated on an as-converted basis) and (ii) the Series B Investors collectively Own at least thirteen and one-half percent (13.5%) of the then outstanding shares of Common Stock (calculated on an as-converted basis), as applicable, in addition to the rights set forth in Section 2(a) (Election of Directors), the Cartesian Investors, collectively, shall have the right to designate one (1) representative (the “the Cartesian Investors Observer”) to attend and observe all meetings of the Board and any committees thereof (excluding any committee formed solely to consider a transaction between any Cartesian Investor and the Company or other circumstances where, and only to the extent that, the Preferred Directors are conflicted). The Cartesian Investors Observer shall be given notice of (in the same manner that notice is given to other members of the Board) all meetings (whether in person, telephonic or otherwise) of the Board, including all committee meetings. The Cartesian Investors Observer shall receive a copy of all notices, agendas and other material information distributed to the Board and any committees thereof (excluding any committee formed solely to consider a transaction between the Cartesian Investors and the Company or other circumstances where, and only to the extent that, the Preferred Directors are conflicted), whether provided to directors in advance or, during or after any meeting, regardless of whether the Cartesian Investors Observer shall be in attendance at the meeting.

From and after the date hereof and for so long as MidCo Owns at least 5% of the then outstanding shares of Common Stock (calculated on an as-converted basis), MidCo shall have the right to designate one (1) representative (the “MidCo Observer”) to attend and observe all meetings of the Board and any committees thereof (excluding any committee formed solely to consider a transaction between any Other Company Party and the Company or other

circumstances where, and only to the extent that, the ICP-Canada Directors are conflicted). The MidCo Observer shall be given notice of (in the same manner that notice is given to other members of the Board) all meetings (whether in person, telephonic or otherwise) of the Board, including all committee meetings. The MidCo Observer shall receive a copy of all notices, agendas and other material information distributed to the Board and any committees thereof (excluding any committee formed solely to consider a transaction between any Other Company Party and the Company or other circumstances where, and only to the extent that, the ICP-Canada Directors are conflicted), whether provided to directors in advance or, during or after any meeting, regardless of whether the MidCo Observer shall be in attendance at the meeting.

(e) Directors of Subsidiaries. From and after the date hereof, so long as the Cartesian Investors elect to designate the Preferred Directors pursuant to this Agreement and, to the extent requested by the Cartesian Investors, the board of directors or managers of any material or significant subsidiary of the Company shall include the Preferred Directors in the same proportion that the Preferred Directors constitute of the Board unless otherwise agreed by the Cartesian Investors. The Company shall take all action within its power to cause such designee to be appointed to such boards. Such designee shall have the same right to participate on committees of the board of such subsidiaries as such designees have pursuant to Section 2(c) (Committees of the Board).

(f) Indemnification, Expense Reimbursement and Other Rights.

(i) Parent or the Company shall maintain directors and officers insurance that provides coverage of the directors and officers of the Company as in effect as of the date of this Agreement or alternatively, with coverage customary for similarly situated companies, except as otherwise decided in accordance with policies adopted by the Board, including the Preferred Directors, whose consent shall not be unreasonably withheld, conditioned or delayed.

(ii) In addition to any other indemnification rights the Company directors have pursuant to the Articles of Incorporation, the bylaws of the Company and any agreement with the Company or otherwise, the Company directors shall have the right to enter into, and the Company agrees to enter into, an indemnification agreement with the Company directors, which indemnification agreement shall be consistent in all material respects with the indemnification agreement substantially in the form attached as Exhibit B hereto and shall be subject to applicable laws. None of the Company directors shall be entitled to any equity grants or other equity-based incentives, nor shall any Company director be paid Board or committee fees or compensation, in either case unless agreed to in writing by the Cartesian Investors, collectively, prior to any grant thereof. The Company shall reimburse the reasonable expenses incurred by the Preferred Directors and the Cartesian Investors Observer in connection with attending (whether in person or telephonically) all meetings of the Board or committees thereof or other Company related meetings to the same extent as all other members of the Board are reimbursed for such expenses (or, in case any such expense reimbursement policy shall apply only to non-employee directors, to the same extent as all other non-employee directors). The

Company shall maintain director and officer insurance covering the Preferred Directors on the same terms and with the same amount of coverage as is provided to other members of the Board.

3. TRANSFER OF STOCK

(a) Resale of Securities. Subject to compliance with the terms hereof and applicable laws, Midco shall be entitled to freely Transfer any Shares Owned by it to any Permitted Transferee and each Cartesian Investor shall be entitled to freely Transfer any Shares Owned by it to any Person, in each case at any time and from time to time. No Other Shareholder shall Transfer any Shares Owned by such Other Shareholder other than in accordance with the provisions of this Agreement, including this Section 3 (Transfer of Stock), and any other agreements binding such Other Shareholder. Any Transfer made by a Shareholder or Other Shareholder in violation of this Agreement, including this Section 3 (Transfer of Stock), shall be null and void and of no effect. The Company shall not record on its stock transfer books or otherwise any Transfer of Shares in violation of the terms and conditions set forth herein.

(b) Transfer Restrictions.

(i) Transfer Restrictions. Until the closing of a Deemed Liquidation Event (the “Outside Date”), no Other Shareholder shall Transfer any Shares without the prior written consent of Parent and the Cartesian Investors, which consent may not be unreasonably withheld, conditioned or delayed provided, however, that Other Shareholders may make: (1) Transfers to the Company, Midco, Parent or any Cartesian Investor without the consent of the Cartesian Investors or the Parent, respectively; (2) Transfers to Permitted Transferees made in compliance with this Agreement; (3) a Transfer pursuant to the terms of a Deemed Liquidation Event; and (4) Transfers made pursuant to a Merger Transaction approved by the holders of a majority of the shares of Common Stock of the Company (calculated on an as-converted basis).

(ii) Transfers by Permitted Transferees. A Permitted Transferee of Shares of an Other Shareholder pursuant to this Agreement may subsequently Transfer his, her or its Shares only to the Other Shareholder who Transferred such Shares to the Permitted Transferee or to a Person that is a Permitted Transferee of the Other Shareholder that originally Transferred such shares to the Permitted Transferee. Each Permitted Transferee of any Other Shareholder to which Shares are Transferred shall, and the Other Shareholder shall cause such Permitted Transferee to, Transfer back to such Other Shareholder (or to another Permitted Transferee of such Other Shareholder) the Shares it acquired from such Other Shareholder if such Permitted Transferee ceases to be a Permitted Transferee of such Other Shareholder.

(iii) Transfers - Generally. Except in the case of a Transfer to the Company, any Cartesian Investor, Midco or Parent, no Transfer of Shares Owned by any Shareholder may be made by such Shareholder unless (A) as a condition precedent to the Transfer, the Transferee has agreed in writing to be bound by the terms and conditions of this Agreement pursuant to a Joinder Agreement and have the same rights and obligations of such transferring Shareholder (including if the transferring Shareholder is any Cartesian Investor, the

same rights and obligations of the transferring Cartesian Investor hereunder), and (B) the Transfer complies in all respects with the applicable provisions of this Agreement.

(c) Subscription Rights.

(i) If at any time after the date hereof and prior to May 31, 2017, except for the offer and sale of Series C Preferred Stock as designated in the Articles of Incorporation, the Company proposes to issue securities of the Company of any kind (for purposes of this Section 3(c) (Subscription Rights), the term “securities” shall include any Share Equivalents or rights to acquire any debt securities) or otherwise raise capital through debt or equity of any kind (other than the issuance of securities (1) pursuant to an employee stock option plan, stock bonus plan, stock purchase plan, employment agreement or other management equity program in an amount not to exceed ten percent (10%) of the outstanding Common Stock of the Company so long as such arrangement is approved by the Board, including the Preferred Directors, (2) upon conversion of the Preferred Stock as provided for in the Articles of Incorporation, or (3) by reason of a dividend, share split or other distribution on Common Stock), then, subject to the provisions set forth below, including Section 3(c)(vi) below, the Company shall:

(A) give each Cartesian Investor written notice setting forth in reasonable detail (1) the designation and all of the terms and provisions of the securities proposed to be issued (the “Proposed Securities”), including, all reasonable detail with respect to such securities that is known as of the date such notice is provided (each, a “Company Notice”); and

(B) offer to each Cartesian Investor the right to purchase its pro rata share (relative to all of the Cartesian Investors) of securities in an amount equal to one-third (1/3rd) of the Proposed Securities on terms that are not less favorable to such Cartesian Investor than any other Person that may acquire the Proposed Securities (the “the Cartesian Investors Securities”);

provided that each Cartesian Investor may assign, subject to the consent of the Board, not to be unreasonably withheld, conditioned or delayed, the foregoing rights to participate in the issuance of securities of the Company pursuant to this Section 3(c)(i) to any Person (which for avoidance of doubt need not be an affiliate of any Cartesian Investor), and in connection therewith, each Cartesian Investor may be entitled to collect a fee in connection therewith, from the Company and/or the purchaser of the Proposed Securities, as agreed to by the applicable parties.

(ii) To the extent that the Company offers two (2) or more securities that are inextricably linked to all prospective purchasers in a proposed issuance in units, such as convertible notes coupled with attached warrants (and only in such units), each Cartesian Investor (or the assignee of its rights pursuant to this Section 3(c)(ii)) must purchase both of the

linked units as a whole and will not be given the opportunity to purchase only one of the securities making up such unit.

(iii) each Cartesian Investor must within thirty (30) days after receipt of a Company Notice provide notice (the “the Cartesian Investor’s Notice”) of the Cartesian Investor’s or its assignee’s intention, if any, to exercise its purchase rights hereunder or for a third-party to do so. If any Cartesian Investor does not provide such Cartesian Investor’s Notice within such thirty (30) day period, it will be deemed to have rejected the Company’s offer. Thereafter, the Company will not be required to again reoffer to the applicable Cartesian Investors, the Cartesian Investors Securities relating to the Proposed Securities that the applicable Cartesian Investors or its assignees have not elected to purchase during the ninety (90) days following such expiration on terms and conditions not more favorable to the purchasers thereof than those offered to the Cartesian Investors. Any Proposed Securities offered or sold by the Company after such ninety (90)-day period must be reoffered to each Cartesian Investor pursuant to this Section 3(c) (Subscription Rights).

(iv) The election by any Cartesian Investor not to exercise such Person’s subscription or lending rights under this Section 3(c) (Subscription Rights) shall not affect (A) any other Cartesian Investor’s rights or (B) any Cartesian Investor’s right (other than in respect of a reduction in the Cartesian Investors’ percentage holdings) as to any subsequent proposed issuance subject to this Section 3(c) (Subscription Rights).

(v) Notwithstanding anything contained in this Section 3(c) (Subscription Rights), either (A) the offer or issuance of all or a portion of the Proposed Securities shall only be made to Persons that are “accredited investors” within the meaning of Rule 501(a) under Regulation D promulgated under the Securities Act, or (B) in the event that the offer or issuance of all or a portion of the Proposed Securities to any one or more Persons that are not “accredited investors” would require either a registration under the Securities Act or the preparation of a disclosure document pursuant to Regulation D under the Securities Act (or any successor regulation) or a similar provision of any state securities law, then, to the extent necessary to avoid such registration or disclosure document and at the option of the Cartesian Investors, any one or more of such Persons may be excluded from the offer to purchase any Proposed Securities pursuant to this Section 3(c) (Subscription Rights) and shall have no rights under this Section 3(c) (Subscription Rights).

(vi) Nothing contained in this Section 3(c) (Subscription Rights) shall be interpreted to prevent the Company from completing the offer and sale of Proposed Securities prior to the receipt of notice from any Cartesian Investor or its assignees indicating its intent to purchase or not to purchase the applicable Cartesian Investors Securities or the expiration of the 30-day period provided for in Section 3(c)(iii), so long as such offers and sales are made pursuant to the terms and conditions disclosed to each Cartesian Investor and the completion of such offers and sales does not in any way prevent, interfere with or delay the Cartesian Investors’ or its assignees’ ability to exercise their rights to purchase the Cartesian Investors Securities.

(d) Tag-Along Rights.

(i) Exercise of Right. Beginning on the date that is one year after the date of this Agreement, and for so long thereafter as the Cartesian Investors collectively Own shares of Common Stock of the Company, if the Company proposes to issue greater than five percent (5%) of the outstanding Common Stock of the Company or Midco or its Permitted Transferees proposes to Transfer any Shares, the Company or Midco or its Permitted Transferees, as applicable, shall provide written notice (the “Tag-Along Notice”) to each Cartesian Investor of the proposed Transfer (the “Proposed Transfer”). Each Cartesian Investor may elect to exercise its “Tag-Along Right” and sell up to its pro rata share of the total number of Shares of Common Stock of the Company held by such Cartesian Investor (on an as-converted basis) offered in the Proposed Transfer as set forth in Section 3(d)(ii) (Shares Includable) below and, subject to Section 3(d)(iv) (Allocation of Consideration), otherwise on the same terms and conditions specified in the Proposed Transfer Notice. If any Cartesian Investor desires to exercise its Tag-Along Right, it must give the Company or Midco or its Permitted Transferees, as applicable, written notice to that effect within ten (10) Business Days after the delivery of the Tag-Along Notice, and upon giving such notice the applicable Cartesian Investors shall be deemed to have effectively exercised its Tag-Along Right.

(ii) Shares Includable. Each Cartesian Investor may include in the Proposed Transfer all or any part of such Cartesian Investor’s Shares equal to the product obtained by multiplying (i) the number of shares of Common Stock subject to the Proposed Transfer (“Subject Shares”), by (ii) a fraction, the numerator of which is the number of Shares of Common Stock of the Company Owned by such Cartesian Investor immediately before consummation of the Proposed Transfer (on an as converted basis) and the denominator of which is the number of Subject Shares. To the extent any Cartesian Investor exercises such right of participation in accordance with the terms and conditions set forth herein, the number of Subject Shares that the Company may sell, or the Transferring Other Shareholder may Transfer, in the Proposed Transfer shall be correspondingly reduced.

(iii) Purchase and Sale Agreement. Each Cartesian Investor, the Company, Midco or its Permitted Transferees agree that the terms and conditions of any Proposed Transfer in accordance with this Section 3(d) (Tag-Along Rights) will be memorialized in, and governed by, a written purchase and sale agreement with the prospective transferee (the “Purchase and Sale Agreement”) on customary terms and provisions for such a transaction that are satisfactory to each Cartesian Investor and the Company or the Transferring Other Shareholder, as applicable.

(iv) Allocation of Consideration. The aggregate consideration payable to each Cartesian Investor and the Company or the Transferring Other Shareholder, as applicable, shall be allocated based on the number of Shares sold to the prospective transferee by each Cartesian Investor and the Company or the Transferring Other Shareholder, as applicable, as provided in Section 3(d)(ii) (Shares Includable), giving effect to the rights and preferences of any Preferred Stock to be included by the Cartesian Investors in the applicable sale.

(v) Additional Compliance. If any Cartesian Investor does not elect to sell any of the Subject Shares pursuant to this Section 3(d) (Tag-Along Rights), the Company or Midco or its Permitted Transferees may make the issuance or transfer, as applicable, of the applicable Subject Shares within 90 Business Days to the prospective transferee in accordance with the agreed upon terms of such Transfer; provided that if any Proposed Transfer is not consummated within such 90-Business Day period after receipt of the Proposed Transfer, neither of the Company or Midco and its Permitted Transferees may transfer Subject Shares unless they first comply in full with this Section 3(d) (Tag-Along Rights). The exercise or election not to exercise any right by any Cartesian Investor hereunder shall not adversely affect any (A) other Cartesian Investor's rights to participate in the applicable sale or (B) Cartesian Investor's right to participate in any subsequent sales of Subject Shares subject to this Section 3(d) (Tag-Along Rights).

(vi) Additional Tag-Along Agreements. The Company shall be supportive of the Cartesian Investors' efforts to enter into mutual tag-along rights agreements with other Shareholders but will not require any Shareholders to enter into such agreement.

4. EQUITY ISSUANCES.

(a) The Company shall not (i) issue any equity or equity-related securities that are or can rank *pari passu* with or senior to the Preferred Stock, in each case according to the Company's Articles of Incorporation or (ii) incur any indebtedness, including indebtedness to fund pre-development costs, except as provided in Section 4(c) below.

(b) If the Other Company Parties, which for clarity in this section will not include the Company or any of its subsidiaries, shall incur any indebtedness or issue any equity securities, the proceeds of which will be utilized (i) to compete with the Ochoa Project or (ii) to fund directly or indirectly any development by the Ochoa Project ("Ochoa Proceeds"), in each case except for indebtedness permitted under Section 4(c) below or as consented to in writing by the Cartesian Investors prior to any such sale or incurrence, in an aggregate amount of Ochoa Proceeds equal to or greater than \$150,000,000, then on or before November 25, 2019, the Cartesian Investors will have the right to put all or any portion of any series of Preferred Stock and a corresponding portion of shares of Common Stock or other shares of the Company, if any, into which such Preferred Stock have been converted by the Cartesian Investors (the "Put Shares") to the Company for repurchase by the Company (the "Put Right"), at a price equal to the greater of (i) the fair market value of such Put Shares (as determined below) or (ii) \$75,000,000 (clause (i) or (ii), as applicable, the "Put Value") with each holder of Put Shares receiving a portion of the Put Value equal to the number of Put Shares surrendered by such holder on the date of repurchase by the Company (on an as converted basis in relation to any shares of the applicable series of Preferred Stock) divided by the aggregate number of shares of Common Stock received upon conversion of the Preferred Stock and available, on an as converted basis, in respect of the Preferred Stock. The Put Right shall be exercisable by the Cartesian Investors providing written notice to the Company stating the exercise of the Put Right, and requesting payment for the Put Shares with reasonable instructions for payment, which notice may be delivered at any time subsequent to the Ochoa Proceeds exceeding

\$150,000,000 but in any case must be received by the Company no later than twenty (20) Business Days prior to November 25, 2019. If the Company does not receive notice from the Cartesian Investors prior to the start of such twenty (20) Business-Day period, then the Put Right shall expire without exercise. The Company will undertake to complete the repurchase of the Put Shares as promptly as possible after receipt of notice of the exercise of the Put Right, provided that if the Company satisfies the exercise of a Put Right prior to November 25, 2019, it shall be entitled to discount the payment due under such Put Right at an annual discount rate of 5%. The fair market value of the Put Shares shall be determined as of the date immediately prior to the applicable Other Company Party taking the applicable action that triggers the Put Right and shall be determined by two third-party appraisers, each of which shall be a member of an independent, nationally recognized investment banking firm, accounting firm or consulting firm that has no conflicts with respect to such engagement as reasonably determined by the Company, the Cartesian Investors, one of which shall be selected by the Company and the other of which shall be selected by the Cartesian Investors. Each appraiser shall, within sixty (60) days of appointment, separately investigate and determine the fair market value of one share of each class of the Put Shares, and the per share price to be paid by the Company pursuant to this Section 4(b) shall be the average of the two prices determined by the appraisers. Such per share price determination for each class of Put Shares shall be deemed to be final and binding on the parties in relation to such Put Right. The Company shall bear the costs of the foregoing appraisals.

(c) Notwithstanding the foregoing, the Company or any Other Company Party may incur Senior Secured Debt or Junior Subordinated Debt to (i) finance the construction costs of the Ochoa Project so long as such Senior Secured Debt or Junior Subordinated Debt is in the form of a bridge loan, construction loan, mini-perm loan, bond sale or financing or convertible loan with an option to convert such loan into Shares of Common Stock of the Company, (ii) refinance the indebtedness described in clause (i), and (iii) fund the Company's subsequent ongoing operations, working capital requirements and expansion of the Ochoa Project.

5. TERMINATION.

(a) Generally. This Agreement shall terminate on the earlier of (i) closing of an Initial Public Offering, (ii) the date on which the Shareholders (other than the Cartesian Investors) that Own a majority of the Shares, on the one hand, and the Cartesian Investors, on the other hand, shall have jointly elected in writing to terminate this Agreement, and (iii) the date on which the Cartesian Investors collectively Own less than 5% of the issued and outstanding shares of Common Stock of the Company (calculated on an as-converted basis).

(b) Effect of a Termination. Upon termination of this Agreement, the following Sections shall survive such termination in accordance with their terms:

- (i) Section 1(a) (Legends);
- (ii) Section 1(e) (Confidentiality of Records);

- Rights);
- (iii) Section 2(f) (Indemnification, Expense Reimbursement and Other
 - (iv) this Section 5 (Termination);
 - (v) Section 6 (Interpretation of this Agreement); and
 - (vi) Section 7 (Miscellaneous).

6. INTERPRETATION OF THIS AGREEMENT

(a) Terms Defined. As used in this Agreement, the following terms have the respective meaning set forth below:

Affiliate: shall mean any Person or entity, directly or indirectly controlling, controlled by or under common control with such Person or entity; provided that neither the Company nor any of its subsidiaries shall be deemed to be an Affiliate of any Cartesian Investor.

Articles of Incorporation: shall mean the Articles of Incorporation of the Company as it may be amended from time to time.

Business Day: shall mean any day other than a Saturday, Sunday or a day on which banks in New York, New York are authorized or obligated by law or executive order to close.

Cartesian Investors: shall mean the Series A Investors and Series B Investors as well as any successor or affiliate thereof, including any Permitted Transferees, irrespective of whether any such Persons name and/or address appears on Schedule I or II hereto.

Confidential Information: means (i) all confidential information or materials of the Company whether or not marked confidential and however communicated, including, but not limited to, information or materials respecting: (i) data, knowledge, knowhow, discoveries, inventions, improvements, technology or developments in technology, geological or metallurgical processes, maps, models, interpretations, tests and results and other proprietary information related to the Company's business that is not generally known; (ii) business, business plans, and methods and techniques, customer lists, business opportunities, network design, systems, production and marketing strategies, trade secrets and other private matters; (iii) any other information, materials or knowledge suggested by or arising out of the foregoing business activity, investigations or development activities of the Company and shall include without limitation, all memoranda, summaries, notes, reports, analysis, compilations, studies, documents and computer generated data or information, relating to, derived from or reflecting the review of the foregoing by the receiving party; provided, however, the following information shall not be considered Confidential Information: (i) information that is or becomes generally available to the public other than as a result of a disclosure by the receiving party; (ii) information that is demonstrated to have been previously known or available to the receiving party on a nonconfidential basis prior to its disclosure by the receiving party; (iii) information

that prior to its disclosure by the receiving party becomes available to the receiving party on a nonconfidential basis from a source other than the disclosing party not known by the receiving party to be subject to any confidentiality agreement or other legal restriction on disclosing such information; or (iv) information that has been acquired or developed by the receiving party without violating any of its obligations under this Agreement.

Deemed Liquidation Event: shall have the meaning set forth in the Articles of Incorporation.

Granted Equity Shares: shall mean shares of capital stock of the Company that are granted or issued pursuant to any of the Company's stock option plans, stock bonus plans, share incentive plans or other similar plans approved by the Board.

Initial Public Offering: shall mean an initial offer of Shares of the Company or a successor body to the public following which shares of the Company or the successor body are admitted to quotation on a securities exchange.

Junior Subordinated Debt: shall mean indebtedness for borrowed money that is secured by liens filed by or on behalf of the holders of Senior Secured Debt or is not secured by any liens or other similar encumbrances on the common shares or assets of the Company, including the Ochoa Project.

Mining Activities: shall mean activities of the Company or any of its affiliates that involve or are related to any type of mining, processing, sale or transporting of polyhalite and the providing of services related thereto, in each case including the Ochoa Project.

Merger Transaction: means an arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization or other similar transaction in which (a) the Company is a constituent party or (b) a subsidiary of the Company is a constituent party and the Company issues shares of its capital stock pursuant to such merger or consolidation; in each case which are subject to the approval of the Board of Directors of the Company.

Ochoa Project: shall mean any Mining Activities conducted in Lea County, New Mexico.

Other Company Party: shall mean each of Parent, MidCo or any Affiliate thereof other than the Company.

Other Shareholder: means any Shareholder other than the Cartesian Investors.

Owns, Own, Owning or Owned: shall mean beneficial ownership of any equity securities, including and assuming (i) the conversion of all outstanding shares of Preferred Stock of the Company and (ii) the exercise of all outstanding Share Equivalents without regard to any restrictions or conditions with respect to the exercisability of such Share Equivalents. For the avoidance of doubt, ownership by a person of Preferred Stock shall be treated as ownership of

Common Stock by such person as if such Preferred Stock were converted into Common Stock without regard to any restrictions or conditions with respect to such conversion.

Permitted Transferee: shall mean, (a) in the case of Shareholders or any Other Shareholder that is not a natural person, any Affiliate and (b) in the case of Other Shareholders who are natural persons, any trust established for the sole benefit of such Other Shareholder or such Other Shareholder's spouse or direct lineal descendants provided such Other Shareholder is the trustee of such trust, or any Person in which the direct and beneficial owner of all voting securities of such Person is such Other Shareholder, or such Other Shareholder's heirs, executors, administrators or personal representatives upon the death, incompetency or disability of such Other Shareholder.

Person: shall mean an individual, partnership (whether general or limited), joint-stock company, corporation, limited liability company, trust, unincorporated organization or other legal entity, and a government or agency or political subdivision thereof.

Preferred Stock: shall mean the Series A Preferred Stock, the Series B Preferred Stock and if applicable, the Series C Preferred Stock.

Purchased Equity Shares: shall mean shares of capital stock of the Company that are purchased for value by a Shareholder from the Company pursuant to the Purchase Agreement or otherwise (whether issued prior to, on or after the date hereof) or shares of capital stock of the Company that are purchased, gifted or otherwise acquired (whether purchased, gifted or acquired prior to, on or after the date hereof) by a Shareholder from any other stockholder of the Company (including any Other Shareholder). In no event shall Granted Equity Shares be deemed to be Purchased Equity Shares.

Registration Rights Agreement: shall mean that certain Amended and Restated Registration Rights Agreement dated as of the date hereof by and among the Company and the stockholders named therein, as the same may be amended from time to time.

Regulatory Authorities: means the SEC, the Toronto Stock Exchange, the applicable Canadian securities regulatory authorities and any exchange in which a Parties' equity securities are listed for trading or is otherwise subject to such regulators, governance or other administrative jurisdiction.

SEC: shall mean the United States Securities and Exchange Commission or any successor agency.

Securities Act: shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or any successor statute thereto.

Senior Secured Debt: shall mean indebtedness for borrowed money that is senior to all other indebtedness and secured by a lien that is senior to all other liens or other similar encumbrances on the common shares or assets of the Company, including the Ochoa Project.

Series A Preferred Stock: shall mean the Company's Series A Convertible Preferred Stock, par value \$0.0001 per share.

Series B Preferred Stock: shall mean the Company's Series B Convertible Preferred Stock, par value \$0.0001 per share.

Share Equivalent: shall mean any share, stock, warrants, rights, calls, options or other securities or rights exchangeable or exercisable for, or convertible into, directly or indirectly, shares of Common Stock or any other equity security of the Company.

Transfer: shall mean any sale, assignment, pledge, transfer, hypothecation or other disposition or encumbrance, and each of "Transferred", "Transferee" and "Transferor" have a correlative meaning.

(b) Accounting Principles. Where the character or amount of any asset or amount of any asset or liability or item of income or expense is required to be determined or any consolidation or other accounting computation is required to be made for the purposes of this Agreement, this shall be done in accordance with generally accepted accounting principles at the time in effect, to the extent applicable, except where such principles are inconsistent with the requirements of this Agreement.

(c) Directly or Indirectly. Where any provision in this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware applicable to contracts made and to be performed entirely therein.

(e) Section Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part thereof.

7. MISCELLANEOUS

(a) Notices.

(i) All communications under this Agreement shall be in writing and shall be delivered by hand, email or facsimile or mailed by overnight courier or by registered or certified mail, postage prepaid:

(A) if to any of the Shareholders, at the address, email address or facsimile number of such Shareholder shown on Schedule I, Schedule II or Schedule III or at such other address as the Shareholder may have furnished the Company and the Other Shareholders in writing; and

(B) if to the Company or to Parent:

Intercontinental Potash Corp. (USA)
600 West Bender Blvd, Hobbs
New Mexico 88240
Attn: Kenneth Kramer, CFO
Email: kkramer@icpotash.com
with a copy (which shall not constitute notice), to:

Dorsey & Whitney LLP
1400 Wewatta Street
Suite 400
Denver, Colorado 80202
Attn: Kenneth G. Sam
Email: sam.kenneth@dorsey.com

(ii) Any notice so addressed shall be deemed to be given: if delivered by hand, email or facsimile or other electronic transmission, on the date of such delivery if a Business Day and delivered during regular business hours, otherwise the first (1st) Business Day thereafter; if mailed by overnight courier, on the first Business Day following the date of such mailing; and if mailed by registered or certified mail, on the third (3rd) Business Day after the date of such mailing.

(b) Reproduction of Documents. This Agreement and all documents relating thereto, including (i) consents, waivers and modifications which may hereafter be executed, (ii) documents received by each Shareholder pursuant hereto and (iii) financial statements, certificates and other information previously or hereafter furnished to each Shareholder, may be reproduced by each Shareholder by photographic, photostatic, microfilm, microcard, miniature photographic or other similar process and each Shareholder may destroy any original document so reproduced. All parties hereto agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by each Shareholder in the regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

(c) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties, provided that no Other Shareholder shall be permitted to assign any of his, her or its rights or obligations pursuant to this Agreement without the prior written consent of the Cartesian Investors and Midco, unless such assignment is in connection with a Transfer explicitly permitted by this Agreement and, prior to such assignment, such assignee complies with the requirements of this Agreement. Any attempted assignment by an Other Shareholder in violation of the foregoing shall be null and void.

(d) Entire Agreement; Amendment and Waiver. This Agreement, the Registration Rights Agreement and the Stock Purchase Agreement constitute the entire understandings of the parties hereto and supersede all prior agreements or understandings with

respect to the subject matter hereof among such parties. This Agreement may be amended, and the observance of any term of this Agreement may be waived, with (and only with) the written consent of (i) the Shareholders Owning a majority of the shares of Common Stock and (ii) the Cartesian Investors. The Company shall give notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination, or waiver. Any amendment, termination, or waiver effected in accordance with this Section 7(d) shall be binding on all parties hereto, regardless of whether any such party has consented thereto.

(e) Severability. In the event that any part or parts of this Agreement shall be held illegal or unenforceable by any court or administrative body of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

(f) Parent and MidCo Guarantee. Each of Parent and Midco jointly and severally, irrevocably and unconditionally, guarantees to each Cartesian Investor the full and timely payment, performance and discharge of all of the payment obligations of the Company solely in relation to Section 4(b) of this Agreement and only to the extent such obligations of the Company are triggered pursuant to the provisions of that section, and, following any default by the Company to meet any of its obligations under Section 4(b), there is no requirement that the Cartesian Investors attempt to collect from the Company before attempting to collect from either Parent or Midco, or otherwise exhaust any of the Cartesian Investors' rights against the Company or any other Person. The guarantee in this Section 7(f) (Parent and MidCo Guarantee) is coupled with an interest and cannot be revoked or terminated by Parent or Midco without the Cartesian Investors' prior written consent.

(g) Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Shareholder shall execute and deliver any additional documents and instruments and perform any additional acts that Midco or the Cartesian Investors determines to be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

(h) No Partnership. Nothing in this Agreement and no actions taken by the parties under this Agreement shall constitute a partnership, association or other co-operative entity between any of the parties or cause any party to be deemed the agent of any other party for any purpose.

(i) Specific Performance. It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that, in the event of any such failure, an aggrieved Person will be irreparably damaged and will not have an adequate remedy at law. Any such party shall, therefore, be entitled (in addition to any other remedy to which such party may be entitled at law or in equity) to injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond and if any action

should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

(j) Third Party Beneficiaries. This Agreement does not create any rights, claims or benefits inuring to any Person that is not a party hereto, and it does not create or establish any third party beneficiary hereto.

(k) Counterparts. This Agreement may be executed in two (2) or more counterparts (including by facsimile or .pdf attachment to email), each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

(l) Agreements to Be Bound. Upon acceptance by the Company of a Joinder Agreement or as contemplated by Section 1(b) (Additional Shareholders), Schedule I, Schedule II or Schedule III hereof, as applicable, shall be amended to include the applicable joining party and attached to this Agreement and be effective with no further action or consent required.

(m) After Acquired Securities. Each Party agrees that, except as otherwise provided herein, all of the provisions of this Agreement shall apply to all of the Shares now Owned (including any Granted Equity Shares and Purchased Equity Shares) or which may be issued or Transferred hereafter to a Shareholder in consequence of any additional issuance, purchase, Transfer, exchange or reclassification of any of such Shares, corporate reorganization, or any other form of recapitalization, consolidation, acquisition, share split or share dividend, or which are acquired by a Shareholder in any other manner.

(n) Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any actions, suits, demand letters, judicial, administrative or regulatory proceedings, or hearings, notices of violation or investigations arising out of or relating to this Agreement. Each party to this Agreement certifies and acknowledges that (a) such party has considered the implications of this waiver and (b) such party makes this waiver voluntarily.

(o) Lost, etc. Certificates Evidencing Shares; Exchange. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of any certificate evidencing any Shares owned by a Shareholder and (in the case of loss, theft or destruction) of a bond or an indemnity satisfactory to it, and upon surrender and cancellation of such certificate, if mutilated, the Company will make and deliver in lieu of such certificate a new certificate of like tenor and for the number of securities evidenced by such certificate which remain outstanding. Upon surrender of any certificate representing any Shares for exchange at the office of the Company, the Company at its expense will cause to be issued in exchange therefor new certificates in such denomination or denominations as may be requested for the same aggregate number of Shares represented by the certificate so surrendered and registered as such holder may request.

(p) Terms Generally. The words “hereby”, “herein”, “hereof”, “hereunder” and words of similar import refer to this Agreement as a whole and not merely to the specific section, paragraph or clause in which such word appears. All references herein to Sections shall be deemed references to Sections of this Agreement unless the context shall otherwise require. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The definitions given for terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. References herein to any agreement or letter shall be deemed references to such agreement or letter as it may be amended, restated or otherwise revised from time to time. Whenever required by the context hereof, the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(q) Draftsmanship. Each of the parties signing this Agreement on the date first set forth above has been represented by his, her or its own counsel and acknowledges that he, she or it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation of this Agreement. Each of the parties joining this Agreement after the date first set forth above has been represented by his, her or its own counsel, has read and understands the terms of this Agreement and has been afforded the opportunity to ask questions concerning the Company and this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation of this Agreement.

(r) State of Residence. Each Other Shareholder that is a natural person represents and warrants that it is a resident of the state or province set forth on such Other Shareholder’s signature page hereto. In the event an Other Shareholder changes its state or province of residence, such Other Shareholder shall promptly inform the Company of its new state or province of residence.

(s) Consent of Spouse. If any Shareholder is married on the date of this Agreement or on the date such Shareholder becomes a party hereto, such Shareholder’s spouse shall execute and deliver to the Company a consent of spouse in the form of Exhibit C hereto (“Consent of Spouse”), effective on such date. Notwithstanding the execution and delivery thereof, such consent shall not be deemed to confer or convey to the spouse any rights in such Shareholder’s Shares that do not otherwise exist by operation of law. If any Shareholder should marry or remarry subsequent to the date of this Agreement, such Shareholder shall within thirty (30) days thereafter obtain his/her new spouse’s acknowledgement of and consent to the existence and binding effect of all restrictions contained in this Agreement by causing such spouse to execute and deliver a Consent of Spouse acknowledging the restrictions and obligations contained in this Agreement and agreeing and consenting to the same.

(t) Aggregation of Securities. All Shares held or acquired by a Shareholder and its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement. For the purposes of determining the availability of any rights

under this Agreement, the holdings of transferees and assignees of an individual, a partnership or a trust who are spouses, ancestors, lineal descendants or siblings of such individual, partners or retired partners of such partnership or partnerships affiliated with such transferring or assigning partnership (including spouses and ancestors, lineal descendants and siblings of such partners or spouses who acquire Common Stock by gift, will or intestate succession) or grantors of such trust shall be aggregated together with the individual or partnership, as the case may be, for the purpose of exercising any rights or taking any action under this Agreement.

[Remainder of Page Intentionally Left Blank]

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

INTERCONTINENTAL POTASH CORP. (USA)

By: "Randy Foote" _____
Name: Randy Foote
Title: President and CEO

THE CARTESIAN INVESTORS:

SERIES A INVESTORS
Pangaea Two Acquisition Holdings XI, LLC

By: "Paul Hong" _____
Name: Paul Hong
Title: Vice President

SERIES B INVESTORS
Pangaea Two Acquisition Holdings XIB, LLC

By: "Paul Hong" _____
Name: Paul Hong
Title: Authorized Person

MIDCO:

INTERCONTINENTAL POTASH CORP.

By: "Randy Foote" _____
Name: Randy Foote
Title: President

PARENT:

IC POTASH CORP.

By: "Randy Foote" _____
Name: Randy Foote
Title: President and CEO

SCHEDULE I

The Cartesian Investors – Series A Investors

Name and Address

PANGAEA TWO ACQUISITION HOLDINGS XI, LLC
c/o
Cartesian Capital Group, LLC
505 Fifth Avenue, 15th Floor
New York, NY 10017
Attn: Peter Yu

With a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP
757 Seventh Avenue
New York, NY 10019
Facsimile: (212) 728-9162
Attention: Robert A. Rizzo
Email: rrizzo@willkie.com

SCHEDULE II

The Cartesian Investors – Series B Investors

Name and Address

PANGAEA TWO ACQUISITION HOLDINGS XIB, LLC
c/o
Cartesian Capital Group, LLC
505 Fifth Avenue, 15th Floor
New York, NY 10017
Attn: Peter Yu

With a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP
757 Seventh Avenue
New York, NY 10019
Facsimile: (212) 728-9162
Attention: Robert A. Rizzo
Email: rrizzo@willkie.com

SCHEDULE III

Other Investors

Name and Address

Intercontinental Potash Corp.
Suite 5600, 100 King Street West
Toronto, Ontario, Canada M5X 1C9

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

Dorsey & Whitney LLP
1400 Wewatta Street, Suite 400
Denver, CO 80202
Facsimile: (303) 629-3450
Attention: Kenneth G. Sam
Email: sam.kenneth@dorsey.com

Exhibit A

FORM OF

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Agreement") is made as of the ____ day of [_____] by [_____] having an address at [_____] (the "Joining Party").

W I T N E S S E T H

WHEREAS, Intercontinental Potash Corp. (USA), a Colorado corporation (the "Company"), is a party to that certain Stockholders Agreement, dated as of _____, 2016 (as the same may be amended from time to time, the "Stockholders Agreement") (Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Stockholders Agreement);

WHEREAS, the Stockholders Agreement provides that as a condition to becoming a Shareholder, a Person must execute and deliver to the Company a Joinder Agreement pursuant to which such Person agrees to be bound by the terms and conditions of the Stockholders Agreement;

WHEREAS, the Joining Party desires to become a Shareholder of the Company by executing a copy of this Agreement; and

WHEREAS, the Joining Party has reviewed the terms of the Stockholders Agreement and determined that it is desirable and in the Joining Party's best interests to execute this Joinder Agreement.

NOW, THEREFORE, the Joining Party hereby agrees as follows:

1. Joinder of Stockholders Agreement. By executing this Joinder Agreement, the Joining Party (A) accepts and agrees to be bound by all of the terms and provisions of the Stockholders Agreement as if he, she or it were an original signatory thereto, (B) shall be deemed to be, and shall be entitled to all of the rights and subject to all of the obligations of an Other Shareholder, the Cartesian Investors thereunder, and (C) shall be added to either Schedule I, Schedule II or Schedule III, as applicable, of the Stockholders Agreement.

2. Representations and Warranties.

(i) This Agreement constitutes a valid and binding obligation enforceable against the Joining Party in accordance with its terms.

(ii) The Joining Party has received a copy of the Stockholders Agreement. The Joining Party has read and understands the terms of the Stockholders

Agreement and has been afforded the opportunity to ask questions concerning the Company and the Stockholders Agreement.

3. Full Force and Effect. Except as expressly modified by this Agreement, all of the terms, covenants, agreements, conditions and other provisions of the Stockholders Agreement shall remain in full force and effect in accordance with its terms.

4. Notices. All notices provided to the Joining Party shall be sent or delivered to the Joining Party at the address set forth on the signature page hereto unless and until the Company has received written notice from the Joining Party of a changed address.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within such state.

[Signature page follows]

IN WITNESS WHEREOF, the Joining Party has executed and delivered this Agreement as of the date first above written.

JOINING PARTY

Name:

Address:

Facsimile: _____

Resident of the State of: _____

Acknowledged and Accepted:

INTERCONTINENTAL POTASH CORP. (USA)

By: _____

Name: _____

Title: _____

Exhibit B

FORM OF

INDEMNIFICATION AGREEMENT

(See Attached)

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the “Agreement”) is made as of the 29th day of February, 2016 by and between Intercontinental Potash Corp. (USA), a Colorado corporation (the “Company”), and [●] (the “Indemnitee”).

WHEREAS, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself;

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors, officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the “Board of Directors”) has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company’s stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, although the Bylaws of the Company (the “Bylaws”) require indemnification of the officers and directors of the Company under the circumstances specified therein, and Indemnitee may also be entitled to indemnification pursuant to the Colorado Corporations and Associations Act (the “Corporations and Associations Act”), the Bylaws and the Corporations and Associations Act expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification; and

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

NOW, THEREFORE, in consideration of Indemnitee’s agreement to serve as a director or officer, or both, of the Company after the date hereof, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement:

(a) “Change in Control” shall mean a change in control of the Company occurring after the date hereof of a nature that would be required to be reported in response to Item 6(e) on Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended (the “Act”), whether or not the Company is then subject to such reporting requirement; provided, however, that, without limitation, a Change in Control shall include: (i) the acquisition (other than acquisition by or from the Company) after the date hereof by any person, entity or “group,” within the meaning of Section 13(d)(3) or 14(d)(2) of the Act (excluding,

for this purpose, the Company or its subsidiaries, any employee benefit plan of the Company or its subsidiaries that acquires beneficial ownership of voting securities of the Company, and any qualified institutional investor that meets the requirements of Rule 13d-1(b)(1) promulgated under the Act) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Act), of more than 50% of either the then-outstanding shares of common stock or the combined voting power of the Company's then-outstanding capital stock entitled to vote generally in the election of directors; (ii) individuals who, as of the date hereof, constitute the Board of Directors (the "Incumbent Board") ceasing for any reason to constitute at least a majority of the Board of Directors, provided that any person becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company) shall be, for purposes of this Agreement, considered as though such person were a member of the Incumbent Board; or (iii) approval by the stockholders of the Company of (A) a reorganization, merger or consolidation, in each case, with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50% of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged, consolidated or other surviving corporation's then-outstanding voting securities, (B) a liquidation or dissolution of the Company, or (C) the sale of all or substantially all of the assets of the Company.

(b) "Corporate Status" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving in a similar capacity at the written request of the Company.

(c) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(d) "Enterprise" shall mean the Company and any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the written request of the Company as a director, officer, employee, agent or fiduciary.

(e) "Expenses" shall include all reasonable attorneys' fees, retainers, disbursements of counsel, court costs, filing fees, transcript costs, fees and expenses of experts, witness fees and expenses, travel expenses, duplicating and imaging costs, printing and binding costs, telephone charges, facsimile transmission charges, computer legal research costs, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding and all other disbursements or expenses of types customarily and reasonably incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, actions, suits, or proceedings similar to or of the same type as the Proceeding with respect to which such disbursements or expenses were incurred; but, notwithstanding anything in the foregoing to the contrary, "Expenses" shall not include amounts of judgments, penalties, or fines actually levied against the Indemnitee in connection with any Proceeding. Expenses also shall include the foregoing incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent.

(f) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other

than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

(g) “Proceeding” includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation (including any internal investigation), inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of the fact that Indemnitee is or was an officer or director of the Company, by reason of any action taken by him or of any inaction on his part while acting as an officer or director of the Company, or by reason of the fact that he is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other Enterprise; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 8 of this Agreement to enforce his rights under this Agreement.

(h) References herein to “fines” shall not include any excise tax assessed with respect to any employee benefit plan.

(i) References herein to a director of another Enterprise shall include, in the case of any entity that is not managed by a board of directors, such other position, such as manager or trustee or member of the governing body of such entity, that entails responsibility for the management and direction of such entity’s affairs, including, without limitation, the general partner of any partnership (general or limited) and the manager or managing member of any limited liability company.

(j) (i) References herein to serving at the request of the Company as a director, officer, employee, agent, or fiduciary of another Enterprise shall include any service as a director, officer, employee, or agent of the Company that imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan of the Company or any of its affiliates, other than solely as a participant or beneficiary of such a plan; and (ii) if the Indemnitee has acted in good faith and in a manner such the Indemnitee reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan, the Indemnitee shall be deemed to have acted in a manner not opposed to the best interests of the Company for purposes of this Agreement.

2. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by applicable law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Except as provided in Section 10 hereof, Indemnitee shall be entitled to the rights of indemnification provided in this Section 2(a) if, by reason of his Corporate Status, the Indemnitee is or was, or is or was threatened to be made, a party to or is otherwise involved in any Proceeding other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 2(a), Indemnitee shall be indemnified against all Expenses, judgments, penalties, fines, liabilities and amounts paid in settlement actually and reasonably incurred by Indemnitee, or on Indemnitee’s behalf, in connection with such Proceeding or any claim, issue or matter therein, but only if the Indemnitee acted in good faith and in a

manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Except as provided in Section 10 hereof, Indemnitee shall be entitled to the rights of indemnification provided in this Section 2(b) if, by reason of Indemnitee's Corporate Status, the Indemnitee is or was, or is or was threatened to be made, a party to or is or was otherwise involved in any Proceeding brought by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 2(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding or any claim, issue or matter therein, but only if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification for such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which the Indemnitee shall have been adjudged liable to the Company unless (and only to the extent that) the applicable court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper. Anything in this Agreement to the contrary notwithstanding, if the Indemnitee, by reason of the Indemnitee's Corporate Status, is or was, or is or was threatened to be made, a party to any Proceeding by or in the right of the Company to procure a judgment in its favor, then the Company shall not indemnify the Indemnitee for any judgment, fines, or amounts paid in settlement to the Company in connection with such Proceeding.

(c) Overriding Right to Indemnification if Successful on the Merits. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is or was, by reason of his Corporate Status or otherwise, a party to and is or was successful, on the merits or otherwise, in any Proceeding, he shall be indemnified to the maximum extent permitted by applicable law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter, to the maximum extent permitted by law. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

3. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 2 of this Agreement, the Company shall and hereby does, to the fullest extent permissible under applicable law, indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines, liabilities and amounts paid in settlement actually and reasonably incurred by him or on his behalf if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or participant in any Proceeding, including, without limitation, all liability arising out of the negligence or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that relate to activities or conduct of the Indemnitee that are finally determined (under the procedures, and subject to the presumptions, set forth in Section 7 and Section 8 hereof) to be unlawful.

4. Contribution.

(a) To the fullest extent permissible under applicable law, whether or not the indemnification provided in Section 2 and Section 3 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment, and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) To the fullest extent permissible under applicable law, without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines, liabilities and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such Expenses, judgments, fines, liabilities or settlement amounts, as well as any other equitable considerations which the law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claim of contribution brought by officers, directors or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, liabilities, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as the Board of Directors deems fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company (together with its directors, officers, employees and agents) and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

5. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is or was, by reason of his Corporate Status or otherwise, a witness, or is or was made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he shall be indemnified to the fullest extent permissible under applicable law against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

6. Advancement of Expenses. Notwithstanding any other provision of this Agreement, but subject to Section 9(e) hereof, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status or otherwise within thirty (30) calendar days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by or on behalf of Indemnitee and for which advancement is requested, and shall include or be preceded or accompanied by an undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall finally be determined (under the procedures, and subject to the presumptions, set forth in Section 7 and Section 8 hereof) that Indemnitee is not entitled to be indemnified against such Expenses. Such undertaking shall be sufficient for purposes of this Section 6 if it is substantially in the form attached hereto as Exhibit A. Any advances and undertakings to repay pursuant to this Section 6 shall be unsecured and interest-free. The Indemnitee shall be entitled to advancement of Expenses as provided in this Section 6 regardless of any determination by or on behalf of the Company that the Indemnitee has not met the standards of conduct set forth in Sections 2(a) and 2(b) hereof.

7. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the Corporations and Associations Act and public policy of Colorado. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) Indemnitee shall give the Company notice in writing as soon as practicable of any claim made against Indemnitee for which indemnification will or could be sought under this Agreement. To obtain indemnification under this Agreement, the Indemnitee shall submit to the Company a written request for indemnification, including therein or therewith, except to the extent previously provided to the Company in connection with a request or requests for advancement pursuant to Section 6 hereof, a statement or statements reasonably evidencing all Expenses incurred or paid by or on behalf of the Indemnitee and for which indemnification is requested, together with such documentation and information as is reasonably available to Indemnitee and as is reasonably necessary for the Company to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that Indemnitee has requested indemnification. Failure to provide any notice required hereby shall not impair Indemnitee's rights of indemnification and contribution under this Agreement except to the extent that such failure to provide notice actually and materially prejudices the rights of the Company to defend any action or proceeding which is the basis of the claimed indemnification.

(b) Upon written request by Indemnitee for indemnification pursuant to the second sentence of Section 7(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made by the following person or persons, who shall be empowered to make such determination: (i) if a Change in Control shall have occurred, by Independent Counsel (unless Indemnitee shall request in writing that such determination be made by the Board of Directors (or a committee thereof) in the manner provided for in clause (ii) of this Section 7(b)) in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee; or (ii) if a Change of Control shall not have occurred, (A)(1) by Independent Counsel, if Indemnitee shall request in writing that such determination be made by

Independent Counsel upon making his or her request for indemnification pursuant to the second sentence of Section 7(a), (2) by the Board of Directors of the Company, by a majority vote of Disinterested Directors even though less than a quorum, or (3) by a committee of Disinterested Directors designated by majority vote of Disinterested Directors, even though less than a quorum, or (B) if there are no such Disinterested Directors or, even if there are such Disinterested Directors, if the Board of Directors, by the majority vote of Disinterested Directors, so directs, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 7(b) hereof, the Independent Counsel shall be selected by the Board of Directors and approved by Indemnitee. Upon failure of the Board of Directors to so select, or upon the failure of Indemnitee to so approve, such Independent Counsel within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 7(a) hereof, the Independent Counsel shall be selected by a court of competent jurisdiction located in the State of New York or such other person or body as the Indemnitee and the Company may agree in writing. Such determination of entitlement to indemnification shall be made not later than forty-five (45) days after receipt by the Company of a written request for indemnification. If the person making such determination shall determine that Indemnitee is entitled to indemnification as to part (but not all) of the application for indemnification, such person shall reasonably pro-rate such part of indemnification among such claims, issues or matters. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 7(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 7(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In connection with any determination (including a determination by a court of competent jurisdiction with respect to entitlement to indemnification hereunder, the burden of proof shall be on the Company to establish that Indemnitee is not entitled to indemnification and any decision that Indemnitee is not entitled to indemnification must be supported by clear and convincing evidence. The failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, or an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall not be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) In making a determination with respect to whether Indemnitee acted in good faith and in a manner that Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, the person or persons or entity making such determination shall presume that Indemnitee acted in good faith and in a manner that Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and any decision that Indemnitee is not entitled to indemnification must be supported by clear and convincing evidence. Any action, or failure to act, by Indemnitee based on Indemnitee's good faith reliance on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise shall not, in and of itself, constitute grounds for an adverse determination with respect to whether Indemnitee acted in good faith and in a manner that Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. In addition, the

knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

(f) If the person, persons or entity empowered or selected under this Section 7 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60)-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel or member of the Board of Directors shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby agrees to indemnify and hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any Proceeding to which Indemnitee is or becomes a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such Proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification under this Agreement or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

8. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 7 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 6 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 7(b) of this Agreement within ninety (90) days after

receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within fifty-five (55) days after receipt by the Company of a written request therefor or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 7 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of competent jurisdiction, of Indemnitee's entitlement to such indemnification and/or advancement of Expenses. The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 7(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 8 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 7(b).

(c) If a determination shall have been made pursuant to Section 7(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 8, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that (a) the Indemnitee commences a proceeding seeking (1) to establish or enforce the Indemnitee's entitlement to indemnification or advancement pursuant to this Agreement, (2) to otherwise enforce Indemnitee's rights under or to interpret the terms of this Agreement, (3) to recover damages for breach of this Agreement, (4) to establish or enforce Indemnitee's entitlement to indemnification or advancement pursuant to the Bylaws, or (5) to enforce or interpret the terms of any liability insurance policy maintained by the Company (each such proceeding an "Indemnitee Enforcement Proceeding"), or (b) the Company commences a proceeding against the Indemnitee seeking (1) to recover, pursuant to an undertaking or otherwise, amounts previously advanced to Indemnitee, (2) to enforce the Company's rights under or to interpret the terms of this Agreement, or (3) to recover damages for breach of this Agreement (each such proceeding a "Company Enforcement Proceeding" and together with each form of Indemnitee Enforcement Proceeding, an "Enforcement Proceeding"), then the Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all Expenses actually and reasonably incurred by or on behalf of such Indemnitee in connection with such Enforcement Proceeding, provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding on which Indemnitee does not prevail, unless (and only to the extent that) the court in which such Proceeding was brought shall determine upon application that, despite the adjudication in respect of such claim, issue or matter but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such expenses that such court shall deem proper. The Company also shall be required to advance all Expenses actually and reasonably incurred by or on behalf of the Indemnitee in connection with any Enforcement Proceeding in advance of the final disposition of such proceeding within thirty (30) days after the receipt by the Company of a written request for such advance or advances from time to time, which request shall include or be accompanied by a statement or statements reasonably evidencing the Expenses incurred by or on behalf of the Indemnitee and for which advancement is requested; provided, however, that any such advancement shall be made only after the Company receives an undertaking by or on behalf of the Indemnitee to repay any Expenses so advanced if it shall be finally determined that Indemnitee is not entitled to be indemnified against such Expenses.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 8 that the procedures and presumptions of this Agreement are not

valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

9. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Bylaws, any agreement, a vote of stockholders, a resolution of directors or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status or otherwise prior to such amendment, alteration or repeal. To the extent that a change in the Corporations and Associations Act, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy. Notwithstanding anything in this Agreement to the contrary, the indemnification and contribution provided for in this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of Indemnitee or any of Indemnitee's agents.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other Enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(c) Except as otherwise agreed between the Company, on the one hand, and Indemnitee or another indemnitor of Indemnitee, on the other, in the event of any payment to or on behalf of the Indemnitee under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers reasonably required and take all action reasonably necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) Except as otherwise agreed between the Company, on the one hand, and Indemnitee or another indemnitor of Indemnitee, on the other, the Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any Company insurance policy,

Company contract, Company agreement or otherwise (except to the extent that Indemnitee is required (by court order or otherwise) to return such payment or to surrender it to the Company).

(e) Except as otherwise agreed between the Company, on the one hand, and Indemnitee or another indemnitor of Indemnitee, on the other, the Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise (except to the extent that Indemnitee is required (by court order or otherwise) to return such payment or to surrender it to the Company).

10. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy, or other indemnity provision or otherwise, except with respect to any excess beyond the amount so paid, and except as may otherwise be agreed between the Company, on the one hand, and Indemnitee or another indemnitor of Indemnitee, on the other;

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Act, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or any of its direct or indirect subsidiaries or the directors, officers, employees or other indemnitees of the Company or its direct or indirect subsidiaries (other than any Proceeding initiated by Indemnitee pursuant to Section 8(d), which shall be governed by the terms of such section), unless (i) the Board of Directors of the Company authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

11. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue until six (6) years after the end of any period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other Enterprise) but shall continue thereafter in respect to any Proceeding to which the Indemnitee is then subject so long as Indemnitee continues to be subject to such Proceeding (or any proceeding commenced under Section 8 hereof) by reason of his Corporate Status or otherwise, whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement, notwithstanding such six (6) year period. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

12. Security. To the extent requested by Indemnitee and approved by the Board of Directors of the Company, the Company may at any time and from time to time provide security to Indemnitee for

the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

13. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company represents that this Agreement has been approved by the Company's Board of Directors.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Disclosure of Payments. Except as expressly required by any law, neither party shall publicly disclose any payments under this Agreement unless prior approval of the other party is obtained.

18. Notices. Unless otherwise provided herein, any notice required or permitted under this Agreement shall be deemed effective upon the earlier of (a) actual receipt, or (b) (i) one (1) business day after the date of delivery by confirmed facsimile transmission, (ii) one (1) business day after the business day of deposit with a nationally recognized overnight courier service for next day delivery, freight prepaid, or (iii) three (3) business days after deposit with the United States Postal Service for delivery by registered or certified mail, postage prepaid. Any such notice shall be in writing and shall be addressed to the party to be notified at the address indicated for such party indicated on the signature pages or exhibits hereto, as otherwise set forth in this Section 18, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee's signature hereto;

(b) To the Company at:

Intercontinental Potash Corp. (USA)
600 West Bender Blvd,
Hobbs, New Mexico 88240
Attn: Kenneth Kramer
Email: kkramer@icpotash.com
with a copy (which shall not constitute notice), to:

Dorsey & Whitney LLP
1400 Wewatta Street
Suite 400
Denver, Colorado 80202
Attn: Kenneth G. Sam
Email: sam.kenneth@dorsey.com

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile or electronic signature.

20. Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

21. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the “Delaware Court”), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) consent to service of any summons and complaint and any other process that may be served in any action, suit, or proceeding arising out of or relating to this Agreement by mailing by certified or registered mail, with postage prepaid, copies of such process to such party at its address for receiving notice pursuant to Section 18 hereof, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum. Nothing herein shall preclude service of process by any other means permitted by applicable law.

22. Assignment. Neither party hereto may assign this Agreement without the prior written consent of the other party; provided, however, that the Company may assign this Agreement upon a Change in Control.

23. Construction. The parties acknowledge that both parties have contributed to the drafting of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of

construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INDEMNITEE:

Signature: _____

Name:

Address:

COMPANY:

INTERCONTINENTAL POTASH CORP. (USA)

By: _____

Name: Randy Foote

Title: President and Chief Executive Officer

UNDERTAKING

Reference is hereby made to that certain Indemnification Agreement, by and between Intercontinental Potash Corp. (USA) (the "Company"), and the undersigned, dated as of February 29, 2016 (the "Indemnification Agreement"). All initially capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Indemnification Agreement.

Pursuant to the Indemnification Agreement, I,
_____, agree to reimburse the Company for all Expenses paid to me or on my behalf by the Company in connection with my involvement in [**name or description of proceeding or proceedings**], in the event, and to the extent, that it shall ultimately be determined (pursuant to the terms of the Indemnification Agreement) that I am not entitled to be indemnified by the Company for such Expenses.

Signature _____

Typed Name _____

_____) ss:

Before me _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and who, after being duly sworn, stated that the contents of said instrument is to the best of his/her knowledge and belief true and correct and who acknowledged that he/she executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and official seal at _____, this _____ day of _____, 20__.

Notary Public

My commission expires:

Exhibit C

FORM OF

CONSENT OF SPOUSE

I, _____, spouse of _____ acknowledge that I have read the Stockholders Agreement, dated as of February 29, 2016, to which this Consent is attached as Exhibit C (the "Agreement"), and that I know the contents of the Agreement. I am aware that the Agreement contains provisions regarding restrictions on the shares of capital stock of the Company that my spouse may own, including any interest I might have therein.

I hereby agree that my interest, if any, in any shares of capital stock of the Company subject to the Agreement shall be irrevocably bound by the Agreement and further understand and agree that any community property interest I may have in such shares of capital stock of the Company shall be similarly bound by the Agreement.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right.

Dated: _____

Name of Stockholder's Spouse