# Settlement and Release Agreement

This Settlement and Release Agreement (the "Agreement") is made as of this 11th day of September, 2017, by and between IC Potash Corp. ("IC Potash"); Intercontinental Potash Corp. ("ICP Canada"); Intercontinental Potash Corp. (USA) ("ICP USA"); Pangaea Two Acquisition Holdings XI, LLC ("PXI"); and Pangaea Two Acquisition Holdings XIB, LLC ("PXIB"). IC Potash, ICP Canada, ICP USA, PXI, and PXIB are collectively referred to herein as the "Parties," and each individually as a "Party."

## I. RECITALS

A. IC Potash is a Canadian corporation with its principal place of business in Toronto, Ontario. IC Potash is the parent company of ICP Canada.

B. ICP Canada is a Canadian corporation with its principal place of business in Toronto, Ontario.

C. ICP USA is a Colorado corporation with its principal place of business in Hobbs, New Mexico.

D. PXI is a Delaware limited liability company with its principal place of business in New York, New York.

E. PXIB is a Delaware limited liability company with its principal place of business in New York, New York.

F. A dispute arose between the Parties regarding the capitalization, governance, and activities of ICP USA (the "Dispute") in connection with the exploration, evaluation, development of resources and/or reserves, mining, processing, sale or transporting of polyhalite and produced potassium or sulfate materials and related activities, and the providing of services related thereto in Lea County, New Mexico, including financing activities, general administrative management, and operational activities to advance the financing and development of the project (collectively, the "Ochoa Project").

G. On or about May 30, 2017, ICP Canada filed suit against ICP USA, PXI, and PXIB, styled: *Intercontinental Potash Corp. v. Intercontinental Potash Corp. (USA), et al.*, Case No. 2017CV31974 in District Court, Denver County, Colorado (the "Denver Litigation").

H. On or about June 29, 2017, PXI and PXIB filed suit against IC Potash, styled: *Pangaea Two Acquisition Holdings XI, LLC, and Pangaea Two Acquisition Holdings XIB, LLC v. IC Potash Corp.*, Supreme Court, City and County of New York, State of New York, Index Number 654569/2017 (the "New York Litigation").

I. The Parties desire to fully compromise and settle all claims relating to the Dispute, including the Denver Litigation and the New York Litigation (collectively, the

"Litigation"), in accordance with the terms and conditions set forth below and without the admission of liability or fault on the part of any Party.

J. IC Potash's shareholders' approval of the transactions contemplated in Paragraphs II.C, II.D, II.F, II.G, II.L, II.N, II.O, and II.R is a condition to effectiveness of Paragraphs II.C, II.D, II.F, II.G, II.L, II.N, II.O, and II.R and the delivery of consideration pursuant to this Agreement.

K. The "Execution Date" is the date that this Agreement is made.

NOW, THEREFORE, in consideration of the above, the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

## II. TERMS AND CONDITIONS

A. RECITALS. The recitals set out in Part I, supra, are incorporated by reference as if fully set out herein.

B. LOAN OF FUNDS. On August 7, 2017, ICP USA's Board of Directors passed a resolution directing ICP USA's management to issue an offer to PXI and PXIB to lend up to an aggregate of $1,000,000 to ICP USA to be evidenced by promissory notes (the "Resolution"). The Resolution is attached hereto as **Exhibit A**.

C. DISMISSAL OF LITIGATION. Upon receipt of IC Potash's shareholders' approval of the transactions set forth in Paragraph I.J of this Agreement and any applicable regulatory approvals (the "Approvals"), each Party agrees (a) to dismiss the Litigation with prejudice, (b) to pay its own costs and fees in connection with the Dispute, the Litigation and this Agreement, (c) to mutually release all other Parties on the terms set out in Paragraphs II.N and II.O, and (d) to file Stipulations for Dismissal with Prejudice of the Litigation in the forms of **Exhibit B** and **Exhibit C** attached hereto.

D. CONSIDERATION TO IC POTASH. At or prior to closing of this Agreement to be held on the date that is no later than two business days after the receipt of the Approvals (the "Closing"), ICP USA shall pay and deliver to IC Potash the following:

1. $1,400,000.00 in cash as consideration for ICP USA redeeming of all ICP Potash and ICP Canada's shares and interests (and any rights to acquire or relating to shares and interests or rights associated with shares and interests) held in ICP USA (collectively, such shares, interest and rights, the "Shares");

2. A promissory note for $1,400,000.00 (the "Promissory Note"), payable on January 8, 2018, which Cartesian Capital Group, LLC will guarantee for the full amount (the "Guarantee") and which may be prepaid without penalty or other similar payment at ICP USA's option as set forth in the Promissory Note, all as consideration for ICP USA redeeming of all ICP Potash and ICP Canada's Shares. The Promissory Note shall be in

a form and substance substantially as attached hereto as **Exhibit D**, and the Guarantee shall be in a form and substance substantially as attached hereto as **Exhibit E**.

3. A royalty equal to seventy-five percent (75%) of ICP USA's revenue that is derived from all sales of water and/or water rights related to or associated with the Ochoa Project, up to a maximum aggregate royalty payment of $12,200,000.00 (the "Water Royalty"). The Water Royalty is part of the Royalty Agreement, which is attached as **Exhibit F**. The Royalty Agreement contains an obligation of ICP USA, PXI, and PXIB to use all commercially reasonable efforts to develop the water rights or find one or more purchasers and enter into agreements to sell the water resources to such purchaser or purchasers as soon as reasonably practical.

4. If ICP USA has not paid IC Potash $12,200,000.00 pursuant to the Water Royalty on or before December 31, 2020, then ICP USA will pay IC Potash a royalty equal to 1 percent of the gross sale revenue ICP USA or any subsequent owner of the Ochoa Project receives from polyhalite, potassium sulfate, fertilizer, potassium product, or any other product or by-product produced by the Ochoa Project up to the maximum amount set forth in Paragraph II.D.5 (the "Mining Royalty"). The Mining Royalty also is part of the Royalty Agreement, which is attached as **Exhibit F**.

5. No payments shall be made under the Mining Royalty until the later of January 1, 2020 or the date production on the Ochoa Project commences, and then only to the extent that IC Potash has not received $12,200,000.00 pursuant to the Water Royalty.

6. Notwithstanding anything to the contrary in this Agreement or the Royalty Agreement, the aggregate of payments under the Water Royalty and the Mining Royalty shall not exceed $12,200,000.00.

7. The Water Royalty and the Mining Royalty may be purchased by ICP USA or its successor in interest at any time for an aggregate collective amount equal to the difference between $12,200,000.00 and all amounts received by IC Potash (or any permitted successor or assignee) pursuant to the Water Royalty and the Mining Royalty prior to the consummation of such purchase.

8. If the Ochoa Project or the water rights subject to the Water Royalty or the mineral rights subject to the Mining Royalty are sold, leased, or assigned before IC Potash receives aggregate payments of $12,200,000.00 pursuant to the Water Royalty and the Mining Royalty (whether or not such sale, lease or assignment is effected prior to or following the Closing) then, as a condition to sale of the Ochoa Project, ICP USA shall require that the purchasers of the Ochoa Project agree to be bound by and assume the Water Royalty and the Mining Royalty, and ICP USA will not close the transaction without obtaining such agreement from such purchasers.

E. TAX CONSIDERATIONS. ICP USA, PXI and PXIB agree, upon receipt of a single commercially reasonable request from IC Potash, to restructure the transactions set forth in Paragraph II.D to a structure that is more tax advantageous to IC Potash; provided that the reasonable costs and expenses of ICP USA, PXI and PXIB directly related to such restructuring

are borne by IC Potash. IC Potash and ICP Canada acknowledge the possibility that no improvement in tax result is feasible and that this Paragraph shall not be interpreted to require ICP USA, PXI, or PXIB to pay amounts greater than those set out in Paragraph II.D.

F. CONSIDERATION TO ICP USA, PXI, and PXIB. At the Closing, IC Potash and ICP Canada shall immediately transfer all of their shares and interest in ICP USA to ICP USA, including the Shares, free and clear of all liens, encumbrances, or other similar restrictions, such that PXI and PXIB are the sole owners of ICP USA. With effect from the date of the Approvals, (a) ICP Canada shall withdraw its appointment of Lew Lawrick and Grant Sawiak as directors of ICP USA, (b) ICP Canada shall direct Lew Lawrick and Grant Sawiak to immediately resign from all roles with ICP USA and any subsidiary thereof, including as directors of ICP USA, and (c) ICP Canada shall immediately forswear any right to appoint any individual as a director of ICP USA.

G. TERMINATION OF EXISTING CONTRACTS. At the Closing, all contracts other than this Agreement and the agreements contemplated herein between IC Potash, ICP Canada, or any of their affiliates, on the one hand, and Cartesian Capital Group, LLC, PXI, PXIB, Pangaea Two Acquisition Holdings XIA, LLC, ICP USA, or any of their affiliates, on the other hand, are immediately and without further action deemed to be terminated and any notice periods or post-termination payments or other obligations shall be deemed waived. These terminated contracts include, but are not limited to, the contracts set forth on **Schedule 1**.

H. STANDSTILLS. The Parties agree to the following two standstills:

1. Starting on the Execution Date and continuing for a period ending on the earlier of: (i) two years; or (ii) six months after the date of the receipt of the Approvals, ICP USA, PXI, PXIB, and their associates and affiliates (including any person or entity directly or indirectly through one or more intermediaries controlling them or controlled by or under common control with them) (the "Restricted Parties") shall not, without the prior written authorization of IC Potash's Board of Directors, directly, indirectly, jointly, or in concert with any other person undertake the following:

i. Purchase, offer, or agree to purchase any securities, direct or indirect rights, or options to acquire securities or assets of IC Potash's or any of its affiliates or subsidiaries (excluding ICP USA and its subsidiary), in each case existing as of August 2, 2017 (the "Subject Affiliates");

ii. Enter into, offer, agree to enter into, or engage in any discussions or negotiations with respect to any acquisition or other business combination transaction relating to IC Potash or any of its Subject Affiliates, or any acquisition transaction relating to all or part of the assets of IC Potash, any of its Subject Affiliates, or any of their respective businesses, or propose any of the foregoing;

iii. Solicit proxies from IC Potash's shareholders or otherwise attempt to influence the conduct of its shareholders or the voting of any of IC Potash's or its Subject Affiliates' voting securities;

iv. Form, join, or in any way participate in any group acting jointly or in concert with respect to any of the activities set forth in this Paragraph H.1;

v. Seek any modification to or waiver of the agreements and obligations under this Agreement, except through direct communication with Mehdi Azodi, the President and Chief Executive Officer of ICP Canada;

vi. Seek, propose, or otherwise act alone or in concert with others to influence or control the management, board of directors, or policies of IC Potash or any of its Subject Affiliates;

vii. Make any public announcement or take any action, excluding those actions contemplated by this Agreement, that requires IC Potash to make any public announcement with respect to any of the foregoing pursuant to statute or the rules of the Toronto Stock Exchange;

viii. Advise, assist, encourage, act as a financing source for, or otherwise invest in any other person in connection with any of the activities set forth in this Paragraph H.1; or

ix. Disclose any intention, plan, or arrangement relating to IC Potash inconsistent with this Paragraph H.1, or take any action relating to IC Potash inconsistent with this Paragraph H.1.

The Restricted Parties agree to promptly advise IC Potash of any inquiry or proposal made to the Restricted Parties that reasonably relate to any of the foregoing in Paragraph H.1.

2. Starting on the Execution Date and continuing for a period ending on the earlier of: (i) two years; or (ii) six months after the date of the receipt of the Approvals, and provided that ICP USA is not in default in its Promissory Note, IC Potash, ICP Canada, and their associates and affiliates (including any person or entity directly or indirectly through one or more intermediaries controlling them or controlled by or under common control with them) (the "ICP Restricted Parties") shall not, without the prior written authorization of PXI, PXIB, and ICP USA, directly, indirectly, jointly, or in concert with any other person:

i. Purchase, offer, or agree to purchase any securities, direct or indirect rights, or options to acquire securities or assets of PXI, PXIB, ICP USA, or any of their affiliates or subsidiaries, in each case existing as of August 2, 2017 (the "ICP Subject Affiliates");

ii. Enter into, offer, agree to enter into, or engage in any discussions or negotiations with respect to any acquisition or other business combination transaction relating to PXI, PXIB, ICP USA, or any of the ICP Subject Affiliates, or any acquisition transaction relating to all or part of the assets of PXI, PXIB,

ICP USA, any of ICP Subject Affiliates, or any of their respective businesses, or propose any of the foregoing;

iii. Form, join, or in any way participate in any group acting jointly or in concert with respect to the activities set forth in this Paragraph H.2;

iv. Seek any modification to or waiver of the agreements and obligations under this Agreement except through direct communication with Peter Yu, Managing Partner of Cartesian Capital Group, LLC;

v. Seek, propose, or otherwise act alone or in concert with others to influence or control the management, board of directors, or policies of PXI, PXIB, ICP USA, or any ICP Subject Affiliates;

vi. Make any public announcement or take any action, excluding those actions contemplated by this Agreement, that requires PXI, PXIB, or ICP USA to make any public announcement with respect to any of the foregoing pursuant to statute;

vii. Advise, assist, encourage, act as a financing source for, or otherwise invest in any other person in connection with any of the activities set forth in this Paragraph H.2; or

vii. Disclose any intention, plan, or arrangement relating to ICP USA inconsistent with this Paragraph H.2, or take any action inconsistent with this Paragraph H.2.

The ICP Restricted Parties agree to promptly advise PXI, PXIB, and ICP USA of any inquiry or proposal made to the ICP Restricted Parties that reasonably relate to any of the foregoing.

I. NON-SOLICITATION. The Parties agree to the following non-solicitation provisions:

1. The Restricted Parties shall not, for a period of two years starting August 2, 2017:

i. Employ, engage, offer employment or engagement to, solicit the employment or engagement of, or otherwise entice away from the employment or the engagement of IC Potash any management level or above individual who is employed or engaged by IC Potash or its Subject Affiliates, whether or not such individual would commit any breach of his or her contract or the terms of employment or engagement by leaving the employ of IC Potash or its Subject Affiliates; or

ii. Procure or assist any person to employ, engage, offer employment or engagement, solicit the employment or engagement of, or otherwise entice away

from the employment or engagement of IC Potash or its Subject Affiliates any such individual.

The prohibition contained in this Paragraph II.I.1 does not extend to (i) general solicitations of employment by the Restricted Parties not specifically directed towards IC Potash's employees or consultants; (ii) solicitations or hiring of persons no longer employed by IC Potash or its affiliates; (iii) hiring of persons that contact Restricted Parties of his or her own initiative; or (iv) continued employment or engagement of persons employed or engaged by a Restricted Party on or before August 2, 2017.

2. The ICP Restricted Parties shall not, for a period of two years starting August 2, 2017:

i. Employ, engage, offer employment or engagement to, solicit the employment or engagement of, or otherwise entice away from the employment or the engagement of PXI, PXIB, or ICP USA any management level or above individual who is employed or engaged by ICP USA or its ICP Subject Affiliates, whether or not such individual would commit any breach of his or her contract or the terms of employment or engagement by leaving the employ of ICP USA or its ICP Subject Affiliates; or

ii. Procure or assist any person to employ, engage, offer employment or engagement, solicit the employment or engagement of, or otherwise entice away from the employment or engagement of ICP USA or its ICP Subject Affiliates any such individual.

The prohibition contained in this Paragraph II.I.2 does not extend to (i) general solicitations of employment by the ICP Restricted Parties not specifically directed towards ICP USA's employees or consultants; (ii) solicitations or hiring of persons no longer employed by ICP USA or its affiliates; (iii) hiring of persons that contact ICP Restricted Parties of his or her own initiative; or (iv) continued employment or engagement of persons employed or engaged by an ICP Restricted Party on or before August 2, 2017.

J. COOPERATION AND TIMING.

1. The Parties will escrow with ICP Canada's counsel, Gardiner Roberts LLP, duly executed signature pages to all transaction documents contemplated in this Agreement, which shall be deemed to be automatically released without any further action on the part of any Party or Gardiner Roberts LLP immediately upon the Closing. IC Potash and ICP Canada shall direct Gardiner Roberts LLP to deliver fully executed copies of all transaction documents contemplated by this Agreement as soon as reasonably practicable following the Closing.

2. IC Potash will use commercially reasonable efforts to secure the Approvals (including approval from the necessary portion of IC Potash's shareholders) on or before October 15, 2017 (the "Target Approval Date"), including:

i. The issuance of a press release upon execution of this Agreement (the "Press Release");

ii. Calling and holding a shareholders meeting to vote on the transactions contemplated in this Agreement as soon as commercially reasonably practicable, and in any event on or before the Target Approval Date, including:

a. Preparation and distribution of a notice of meeting and information circular for a special meeting in customary form and manner, and

b. Preparation and distribution of a form of proxy for shareholder approval in customary form and manner; and

iii. Communicating with shareholders as appropriate.

IC Potash shall not be obligated to mail materials to its shareholders with regard to the Approvals until this Agreement has been executed. Such mailings shall be via a qualified proxy solicitation firm (and shall not require IC Potash itself to conduct such mailings).

3. PXI and PXIB will cooperate regarding the issuance of the Press Release. The Parties shall mutually agree on the form of the Press Release.

K. EXCHANGE OF DEBT. At any time, and from time to time, after the Target Approval Date and subject to the completion of the Closing, PXI and PXIB may, at their option, exchange all or any part of non-interest bearing debt of ICP USA resulting from the Resolution referenced in Paragraph II.B for newly issued common shares of ICP USA, treating such debt as having the value set out on its face and issuing the shares at a price per share of $0.507042.

L. RESULT OF AGREEMENT. Upon the Closing, PXI and PXIB shall become the sole shareholders and owners of ICP USA.

M. RESPONSIBILITY FOR EXPENSES. Each Party shall be responsible for and pay all of their own attorneys' fees, costs and expenses incurred, or to be incurred, with regard to the Litigation, the negotiation of this Agreement, all issues contained herein, and all claims relating hereto.

N. RELEASE BY ICP USA, PXI, AND PXIB. Upon the Closing, and except for any claims to enforce compliance with the obligations set forth in this Agreement and any agreement contemplated herein, ICP USA, PXI, and PXIB, and their related and affiliated companies, entities, subsidiaries, parents, officers, directors, shareholders, managers, partners, members, employees, agents, consultants, attorneys, and each of their respective representatives, heirs, administrators, executors, successors and assigns do, for good and valuable consideration, hereby remise, release, acquit and forever discharge each of IC Potash and ICP Canada, and each of their present and former subsidiaries, affiliates, related entities, principals, agents, members, direct or indirect owners, directors, employees, subcontractors, sureties, insurers, attorneys,

consultants, partners (and the respective representatives, heirs, administrators, executors, successors and assigns of each of the foregoing), from any and all claims, demands, actions, causes of actions, judgments, charges, lawsuits, agreements, injuries, controversies, losses, debts, rights, arbitrations, proceedings, damages, obligations, debts, duties, promises, liabilities, liens, costs, expenses (including, without limitation, attorneys' fees, consultants' and experts' fees, costs and expenses), adjustments, requests for equitable adjustment and demands of any nature whatsoever in any jurisdiction whatsoever, whether at law, admiralty or in equity, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, and whether held directly, derivatively or obtained by subrogation, assignment or otherwise, based upon, arising out of, or relating to the Ochoa Project, ICP USA, the Dispute, the Resolution, or the Litigation, including any claims asserted, or that could have been asserted, in the Litigation.

O. RELEASE BY IC POTASH AND ICP CANADA. Upon the Closing, and except for any claims to enforce compliance with the obligations set forth in this Agreement and any agreement contemplated herein, IC Potash and ICP Canada, and their related and affiliated companies, entities, subsidiaries, parents, officers, directors, shareholders, managers, partners, members, employees, agents, consultants, attorneys, and each of their respective representatives, heirs, administrators, executors, successors and assigns do, for good and valuable consideration, hereby remise, release, acquit and forever discharge each of ICP USA, PXI, and PXIB, and each of their present and former subsidiaries, affiliates, related entities (including, but not limited to, Cartesian Capital Group, LLC), principals, agents, members, direct or indirect owners, directors, employees, subcontractors, sureties, insurers, attorneys, consultants, partners (and the respective representatives, heirs, administrators, executors, successors and assigns of each of the foregoing), from any and all claims, demands, actions, causes of actions, judgments, charges, lawsuits, agreements, injuries, controversies, losses, debts, rights, arbitrations, proceedings, damages, obligations, debts, duties, promises, liabilities, liens, costs, expenses (including, without limitation, attorneys' fees, consultants' and experts' fees, costs and expenses), adjustments, requests for equitable adjustment and demands of any nature whatsoever, in any jurisdiction whatsoever, whether at law, admiralty or in equity, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, and whether held directly, derivatively or obtained by subrogation, assignment or otherwise, based upon, arising out of, or relating to the Ochoa Project, ICP USA, the Dispute, the Resolution, or the Litigation, including any claims asserted, or that could have been asserted, in the Litigation.

P. RELEASE OF UNKNOWN CLAIMS. The Parties acknowledge that one or more of them might hereafter discover facts different from or in addition to those they now know or believe to be true with respect to a claim or claims released herein, and each Party expressly agrees to assume the risk of possible discovery of additional or different facts. The Parties further agree that this Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts, or any change in circumstances. The Parties acknowledge and agree that as a condition of this Agreement, they each expressly release any and all rights, claims, causes of action and complaints that they know about, as well as those they may not know about, relating to the subject matter of the releases. The Parties expressly waive any and all provisions, rights and benefits conferred by any law of any state or territory of the

United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to California Civil Code § 1542 or any other comparable statute which may be applicable. Section 1542 reads as follows:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Q. NO ASSIGNMENT OF CLAIMS. The Parties represent and warrant that they have made no assignment, transfer, or waiver of any claims that were made or could have been made related to the Dispute or the Litigation. The Parties further represent and warrant that they have made no assignment, transfer, or waiver of any claim they had, or now have which is the subject of this Agreement. Each Party understands and acknowledges that the other Parties to this Agreement are reasonably relying upon these representations and warranties in entering into this Agreement.

R. NO DISPARAGEMENT. No Party will, directly or indirectly, publicly or privately, disparage the other Parties or any of its officers, directors, employees, agents, practices, services, or products. For purposes of this paragraph, however, sworn testimony in a court of law, or pursuant to a duly-issued subpoena or other valid legal process shall not be considered disparagement.

S. DISCLAIMER OF LIABILITIES. In making this Agreement, none of the Parties admit the truth or sufficiency of any of the claims, counterclaims, allegations, or defenses asserted against it by the other Parties in the Litigation. As such, this Agreement is intended to be and is an accommodation between the Parties and shall not be construed as an admission of liability on behalf of any Party.

## III. GENERAL PROVISIONS

A. CONSTRUCTION. This Agreement shall be considered as drafted jointly by the Parties, and no uncertainty or ambiguity found in the terms hereof shall be construed for or against any Party based on an attribution of drafting to any Party.

B. GOVERNING LAW. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

C. SEVERABILITY. In the event that any of the provisions of this Agreement, or the application of any such provisions to any of the Parties with respect to obligations hereunder, is held to be unlawful or unenforceable by any court, then the remaining portions of this Agreement shall remain in full force and effect and shall not be invalidated or impaired in any manner.

D. FURTHER ASSURANCES. All Parties to this Agreement shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

E. ENTIRE AGREEMENT. The Parties agree and acknowledge that this Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and it supersedes all other prior discussions, agreements and understandings, both written and oral, between the Parties with respect thereto. Any amendment or modification of this Agreement shall be void unless set forth in writing and signed by all Parties.

F. REPRESENTATIONS OF PARTIES. Each person executing this Agreement on behalf of a Party acknowledges that he or she has read this Agreement; fully agrees on behalf of the Party for whom he or she is executing the Agreement to each and every provision hereof; has had full opportunity to consult counsel; is fully authorized by the Party on whose behalf he or she is executing the Agreement or any agreement contemplated herein to do so; and that such Party has full authority, power, and capacity to (a) enter into this Agreement and each other agreement contemplated herein, as applicable, and (b) perform its respective obligations hereunder and thereunder and consummate the transactions contemplated herein and therein. Each Party also represents the following: (1) upon due authorization, execution and delivery by each other Party, the Agreement and each other agreement contemplated herein will constitute the valid and legally binding agreement of the Party making this representation, enforceable in accordance with its terms against such Party, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights and remedies, as from time to time may be in effect, (ii) application of equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) considerations of public policy; (2) the execution and delivery of the Agreement and the other agreements contemplated herein by such Party does not, and the consummation of the transactions contemplated hereby and thereby will not (with or without the giving of notice or the lapse of time or both), (i) violate or conflict with or result in any default under any provision of the organizational documents of the Party making this representation or (ii) violate any provision of any applicable law, or any order, judgment or decree of any court or other governmental authority applicable to such Party or any of its subsidiaries or any of their respective assets or properties; and (3) there is no litigation or other proceeding pending or, to such Party's knowledge, threatened against such Party or any of its subsidiaries which, if adversely determined, would adversely affect such Party's ability to perform its obligations under the Agreement or any other agreement contemplated hereby. In addition, each of IC Potash and ICP Canada hereby represent to PXI, PXIB, or ICP USA the following: (a) the Shares are fully paid, non-assessable, and free and clear of all liens, encumbrances or other similar restrictions; and (b) neither of IC Potash nor ICP Canada have transferred or granted (or attempted to transfer or grant) any rights in any of the Shares to any individual, entity or governmental authority, including with respect to ownership or the right to receive any proceeds related thereto. Finally, each Party acknowledges and agrees that each of the other Parties has relied and will rely upon the representations and agreements set forth in the Agreement, and that all such representations and agreements shall survive the closing of the transactions contemplated in the Agreement and the other agreements contemplated herein.

G. HEADINGS. The section headings in this Agreement are for convenience only and do not limit, define or construe the contents of the sections of this Agreement.

H. COUNTERPARTS AND DELIVERY. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the parties hereto. Signature pages may be detached and reattached to physically form one document.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties further represent and declare that they have carefully read this Agreement and know the contents thereof, and that they signed the same freely and voluntarily.

**IC POTASH CORP.**

"Mehdi Azodi"

By: Mehdi Azodi

Its: President & CEO

Date: August 11, 2017

**INTERCONTINENTAL POTASH CORP.**

"Mehdi Azodi"

By: Mehdi Azodi

Its: President

Date: August 11, 2017

**INTERCONTINENTAL POTASH CORP. (USA)**

"Kenneth Kramer"

By: Kenneth Kramer

Its: President

Date: September 14, 2017

**PANGEA TWO ACQUISITION HOLDINGS XI, LLC**

"Paul Hong"

By: Paul Hong

Its: Vice President

Date: September 14, 2017

**PANGEA TWO ACQUISITION HOLDINGS XIB, LLC**

"Paul Hong"

By: Paul Hong

Its: Vice President

Date: September 14, 2017

**Exhibit A**

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING OF THE BOARD OF DIRECTORS OF INTERCONTINENTAL POTASH CORP. (USA)**

Pursuant to Section 7-108-202 of the Colorado Business Corporations Act, the undersigned, being all of the members of the board of directors of Intercontinental Potash Corp. (USA), a Colorado corporation (the "Corporation"), by this instrument in lieu of a meeting of the board of directors, does hereby consent to the adoption of the following resolutions which will be effective when the last director signs and delivers this consent to the Corporation:

**BORROWINGS**

**RESOLVED**, that the Corporation shall, and its management is directed to, issue an offer to Pangaea Two Acquisition Holdings XI, LLC ("PXI") and Pangaea Two Acquisition Holdings XIB, LLC ("PXIB") to lend, collectively, an aggregate of up to $1,000,000, in one lump sum or in parts from time to time, to the Corporation (the "Bridge Loans") in exchange for promissory notes, on the following terms:

- The total of Bridge Loans to PXI and PXIB, collectively, shall not exceed $1,000,000;
- Interest shall accrue on the Bridge Loans at a rate of 0% (zero percent);
- The Bridge Loans shall mature on December 31, 2017; and
- On or after October 15, 2017, the Bridge Loans shall be exchangeable by PXI and PXIB, as the case may be, in whole or in part, from time to time, each at the separate election of PXI and PXIB, into newly issued common shares of the Corporation at a price of $0.507042 per share and each Bridge Loan exchanged shall be valued at the face amount of such Bridge Loan.

**FURTHER RESOLVED**, that the Corporation shall, and its management is directed to, execute all necessary and useful contracts, documents and instruments to effect the borrowing of the Bridge Loans as set out in the foregoing resolution as management of the Corporation may deem necessary or useful.

**FURTHER RESOLVED**, that the Corporation shall, and its management is directed to, accept funds in respect of such Bridge Loans for the benefit of the Corporation

The execution of this consent shall constitute a written waiver of any notice required by state law or the Corporation's governing documents.

**DIRECTORS:**

Dated: August 7, 2017

"Peter Yu"
Peter Yu, Director

Dated: August 7, 2017

"Paul Hong"
Paul Hong, Director

Dated: August 7, 2017

"Graham Wheelock"
Graham Wheelock, Director

Dated: August 7, 2017

"Lew Lawrick"
Lew Lawrick, Director

Dated: August 7, 2017

"Grant Sawiak"
Grant Sawiak, Director

*Signature Page to Board Consent of Intercontinental Potash Corp. (USA)*

**Exhibit B**

<table>
<tr><td>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO<br>1437 Bannock Street<br>Denver, CO 80202</td><td rowspan="2"><br><br>▲ COURT USE ONLY ▲</td></tr>
<tr><td>Plaintiff: INTERCONTINENTAL POTASH CORP., a Canadian corporation<br><br>v.<br><br>Defendants: INTERCONTINENTAL POTASH CORP. (USA), a Colorado corporation; PANGAEA TWO ACQUISITION HOLDINGS XI, LLC, a Delaware limited liability company; and PANGAEA TWO ACQUISITION HOLDINGS XIB, LLC, a Delaware limited liability company</td></tr>
<tr><td>Attorneys for Defendant Intercontinental Potash Corp. (USA)<br><br>Name(s): John V. McDermott, #11854<br>Lawrence W. Treece, #5384<br>David B. Meschke, #47728<br><br>Address: BROWNSTEIN HYATT FARBER SCHRECK, LLP<br>410 Seventeenth Street, Suite 2200<br>Denver, Colorado 80202-4437<br><br>Phone: 303.223.1100<br>FAX: 303.223.1111<br>E-mail: jmcdermott@bhfs.com<br>ltreece@bhfs.com<br>dmeschke@bhfs.com</td><td>Case Number: 2017CV31974<br><br>Div.: 275</td></tr>
<tr><td colspan="2">STIPULATION OF DISMISSAL WITH PREJUDICE</td></tr>
</table>

Defendants Intercontinental Potash Corp. (USA), Pangaea Two Acquisition Holdings XI, LLC and Pangaea Two Acquisition Holdings XIB, LLC (collectively "Defendants") and Plaintiff Intercontinental Potash Corp., by and through their respective counsel, hereby stipulate that the claims between them be dismissed with prejudice, pursuant to Colorado Rule of Civil Procedure 41(a)(1), with each party to bear its own costs and attorneys' fees.

Dated September 14, 2017.

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: *s/John V. McDermott*
John V. McDermott, #11854
Lawrence W. Treece, #5384
David B. Meschke, #47728

*Attorneys for Defendant Intercontinental Potash Corp. (USA)*

SHOEMAKER GHISELLI + SCHWARTZ LLC
BY: /s/ *Andrew R. Shoemaker*

WILLKIE FARR & GALLAGHER LLP

Sameer Advani (admitted *pro hac vice*)
Andrew Hanrahan (admitted *pro hac vice*)

*Attorneys for Defendants Pangea Two Acquisition Holdings XI, LLC and Pangaea Two Acquisition Holdings XIB, LLC*

SNELL & WILMER L.L.P.

By: *s/ James D. Kilroy*
James D. Kilroy, #20872
Stephanie A. Kanan, #42437

*Attorneys for Plaintiff Intercontinental Potash Corp.*

15893677

**Exhibit C**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

| | | |
|---|---|---|
| PANGAEA TWO ACQUISITION HOLDINGS XI, LLC and PANGAEA TWO ACQUISITION HOLDINGS XIB, LLC, | : | Index No. 654569/2017 |
| Plaintiffs, | : | Hon. Eileen Bransten<br>IAS Part 3 |
| v. | : | |
| IC POTASH CORP. | : | |
| Defendant. | : | **STIPULATION OF DISMISSAL** |

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed, the above-captioned action and all claims by Pangaea Two Acquisition Holdings XI, LLC and Pangaea Two Acquisition Holdings XIB, LLC are hereby dismissed with prejudice, without costs to either party. Facsimile signatures shall have the full force and effect of an original.

Dated: New York, New York
August __, 2017

CHAFFETZ LINDSEY LLP

By: ___________________________
Scott W. Reynolds
Gretta L. Walters
1700 Broadway, 33rd Floor
New York, NY 10019
Tel. (212) 257-6960
Fax (212) 257-6950

*Attorneys for Plaintiffs Pangaea Two Acquisition Holdings XI, LLC and Pangaea Two Acquisition Holdings XIB, LLC*

BAKER BOTTS LLP

By: ___________________________
Richard Harper
Christina Bogdanski
30 Rockefeller Plaza
New York, NY 10112
Tel. (212) 408-2500
Fax (212) 408-2501

*Attorneys for Defendants IC Potash Corp.*

SO ORDERED:

________________________________

Hon. Eileen Bransten, J.S.C.

**Exhibit D**

# PROMISSORY NOTE

**US$1,400,000** **Dated: October 15, 2017**

**For Value Received**, the undersigned Intercontinental Potash Corp. (USA), a Colorado corporation (the "Obligor"), hereby promises to pay to the order of IC Potash Corp., a Canadian corporation (together with its successors, representatives, and permitted assigns, the "Holder"), in accordance with the terms hereinafter provided, the principal amount of One Million Four Hundred Thousand Dollars ($1,400,000), together with interest thereon.

**Section 1. Settlement Agreement**. This Note (the "Note") has been executed and delivered pursuant to the Settlement and Release Agreement dated as of September 11, 2017 (the "Settlement Agreement"), by and among the Obligor and the Holder and the other persons named therein. Capitalized terms used and not otherwise defined herein shall have the meanings set forth for such terms in the Settlement Agreement. This Note and the obligations set out herein are guaranteed by Cartesian Capital Group, LLC pursuant to that certain Guarantee of Promissory Note.

**Section 2. Interest Rate**. This Note shall bear interest at a rate of 0% per annum (the "Note Rate"). If Obligor fails to make any payment of principal, interest, fees, indemnities and other amounts payable by the Obligor under this Note in full on the date on which such payment becomes due and payable, whether at maturity or by acceleration, the Note Rate then payable (including applicable grace periods) on the Loan shall, unless the Holder elects to forgo the charging of additional interest, from the date on which such payment was due (and not the date of the payment default), increase to the Note Rate *plus* fifteen hundred (1500) basis points (the "Default Rate") and shall continue to accrue at the Default Rate until full payment is received or such Default is waived in writing by Holder; provided, however, nothing contained herein shall require Holder to so waive any such Default. Interest at the Default Rate shall also accrue on any judgment obtained by Holder in connection with collection of the Loan or enforcement of this Note until such judgment is paid in full.

**Section 3. Maturity**. The outstanding principal balance, together with any accrued and unpaid interest and all other unpaid amounts, shall be due and payable in full on January 8, 2018 (the "Maturity Date") or, in the Obligor's sole discretion, at such earlier time as elected by the Obligor. Furthermore, upon the occurrence of an Event of Default (as defined in Section 6 hereof), all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable.

**Section 4. Payments**. Each payment hereunder shall be made to the Holder in immediately available funds not later than 5:00 p.m. (Eastern Time) on the Maturity Date (which must be a business day) or at such earlier time as provided herein. All payments received after 5:00 p.m. (Eastern Time) on any particular business day shall be deemed received on the next succeeding business day. All payments hereon shall be applied to principal, accrued interest, and charges and expenses owing on or in connection with this Note, in such order as the Holder hereof elects, except that payment shall be applied to accrued interest before principal. All payments shall be made in lawful money of the United States of America.

**Section 5. Representations and Warranties.** The Obligor represents and warrants to the Holder that (a) it is a corporation duly organized and in good standing under Colorado law and duly qualified to do business in each jurisdiction where such qualification is necessary, (b) the execution and delivery of this Note, and the performance by the Obligor of its obligations hereunder are within the Obligor's company powers and have been duly authorized by all necessary company action on the Obligor's part, (c) this Note is the Obligor's legal, valid and binding obligation, enforceable in accordance with its terms, (d) there are no judgments outstanding against Obligor or, to the knowledge of Obligor, that are binding upon the Ochoa Project, nor is there any litigation, governmental investigation, or arbitration pending or, to Obligor's knowledge, threatened against Obligor, (e) the Obligor has complied in all material respects with all environmental laws applicable to it or to any properties owned, leased or used by the Obligor at any time, and, to the knowledge of the Obligor, excluding the closure of the holding pond as required by law, the total cost of which carries over to unfunded periods, there is no fact or circumstance relating to or affecting any such property or asset that could result in any material liability on the part of the Obligor under any such environmental law and Obligor has never received any notice, inquiry or request from any governmental authority or official relating to possible violations of any such environmental law, and (f) the execution, delivery and performance of this Note by the Obligor will not (x) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to the Obligor, or (y) violate or contravene any provision of the organizational documents of the Obligor.

**Section 6. Events of Default.** Each of the following will constitute an "Event of Default" under this Note:

**A. Deemed Liquidation Event.** A Deemed Liquidation Event as defined in the Second Amended and Restated Articles of Incorporation of the Obligor (the "Charter");

**B. Payment Default.** Failure of the Obligor to pay the principal balance of and accrued interest on this Note when due; and

**C. Insolvency Event.** The Obligor shall (i) be unable, or admit in writing its inability, to pay his debts generally as they mature, (ii) make a general assignment for the benefit of any of its creditors, (iii) commence a voluntary case or other proceeding seeking relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, and such case or other proceeding is not dismissed within 60 days of commencement, or (iv) take any action for the purpose of effecting any of the foregoing.

**D. Breach of Representations and Warranties.** Any representation or warranty made or deemed made by the Obligor to the Holder herein is incorrect in any material respect on the date as of which such representation or warranty was made or deemed made.

**E. Other Defaults.** A default by Obligor shall occur in the performance of or compliance with any term contained in this Note or the Settlement Agreement, and in each of the

forgoing cases, such default or failure continues for thirty (30) days after written notice to the Obligor.

**F. Cross-Defaults.** The Obligor fails to pay when due any of its debt (other than debt arising under this Note) in excess of $100,000 or any interest or premium thereon when due (whether by scheduled maturity, acceleration, demand or otherwise) and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to such debt.

**G. Redemption of Preferred B Stock.** The Obligor redeems any amounts of the Preferred B Stock while any amounts remain outstanding pursuant to the Note.

**H. Judgments.** One or more judgments or decrees shall be entered against the Obligor in an amount in aggregate excess of $500,000 and all of such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within thirty (30) days from the entry thereof.

If this Note or any payment required to be made hereunder is not paid on the Maturity Date (whether at original maturity or following acceleration), the Holder shall have, in addition to any other rights it may have under applicable laws, the right to set off the indebtedness evidenced by this Note against any indebtedness of such holder to the Obligor.

Upon the occurrence and continuation of one or more of the Events of Default as specified herein, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable.

**Section 7. No Waiver; Remedies.** No failure or delay on the part of the holder of this Note in exercising any power or right under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof of the exercise of any other power or right. No notice to the Obligor in any case shall entitle the Obligor to any notice in similar or other circumstances. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

**Section 8. GOVERNING LAW.** THIS NOTE IS TO BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW. AT THE OPTION OF THE HOLDER, THIS NOTE MAY BE ENFORCED IN ANY FEDERAL COURT OR NEW YORK STATE COURT SITTING IN NEW YORK COUNTY, NEW YORK; AND THE OBLIGOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT THE VENUE IN SUCH FORUMS IS NOT CONVENIENT. IF THE OBLIGOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS NOTE, THE HOLDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR, IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

**Section 9. WAIVER OF JURY TRIAL.** THE OBLIGOR AND, BY ITS ACCEPTANCE OF THIS NOTE, THE HOLDER IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

**Section 10. Notices.**

**A.** All communications under this Note 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:

**1.** if to the Obligor:

Intercontinental Potash Corp. (USA)
600 West Bender Blvd.
Hobbs, NM 88240
Attn: President: Kenneth Kramer
Email: kkramer@icpotash.com

And

Cartesian Capital Group, LLC
505 Fifth Avenue, 15th Floor
New York, NY 10017
Attn: Peter Yu
Email: peter.yu@cartesiangroup.com

**2.** if to the Holder

IC Potash Corp.
82 Richmond Street East
Toronto, Ontario M5C 1P1
Attn: President & CEO: Mehdi Azodi
Email: mazodi@icpotash.org

**B.** 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.

**Section 11. Successors and Assigns.** This Note shall (a) be binding upon the Obligor and its successors and assigns, and (b) inure, together with the rights and remedies of the Holder hereunder, to the benefit of, and be enforceable by, the Holder and its successors, heirs,

transferees and assigns. Notwithstanding anything to the contrary, (a) the Obligor may not assign its rights or delegate its obligations hereunder without the prior written consent of the Holder and (b) the Holder may at any time sell, assign, transfer, grant participations in, or otherwise dispose of any portion of its rights or obligations under this Note to any person or entity.

**Section 12. Maximum Rate.** Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to this Note, together with all fees, charges and other amounts that are treated as interest on this Note under applicable law (collectively, the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Holder in accordance with applicable law, the rate of interest payable in respect hereof, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate.

**Section 13. Indemnity.** Obligor agrees to indemnify, pay, defend, and hold Holder, its officers, directors, members, partners, shareholders, participants, beneficiaries, trustees, employees, agents, successors and assigns, any subsequent holder of the Note, any trustee, fiscal agent, servicer, underwriter, and placement agent, (collectively, the "Indemnitees") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, causes of action, suits, claims, tax liabilities, broker's or finders fees (to the extent claiming through Obligor or any affiliate thereof), costs, expenses, and disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative, or judicial proceeding commenced or threatened, whether or not such Indemnitee shall be designated a party thereto) that may be imposed on, incurred by, or asserted against that Indemnitee, in any manner arising out of or relating to the Note, the other Loan Documents (including enforcement thereof), except for any such liabilities, obligations, losses, claims, etc. arising from the gross negligence, willful misconduct or fraud of Holder.

**Section 14. Headings.** The headings of the various Sections and subsections herein are for reference only and shall not define, modify, expand or limit any of the terms or provisions hereof.

**Section 15. Presentment; Costs of Collection.** The Obligor hereby waives presentment for payment, notice of dishonor, protest and notice of protest.

**Section 16. Termination.** This Note shall terminate when all amounts due to Holder hereunder and under the other Loan Documents shall have been paid in full and all other obligations hereunder or thereunder shall have been fully performed, so long as the Holder has no further obligation to advance sums hereunder; *provided* that Section 13 hereto shall survive the termination of the Note.

**Section 17. Amendments and Waivers.** No term of this Note may be waived, modified or amended except by an instrument in writing signed by both of the parties hereto. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

**Section 18. Counterparts**. This Note may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission by any of the parties hereto of an executed counterpart of this Note shall be as effective as an original executed counterpart hereof and shall be deemed a representation that an original executed counterpart hereof will be delivered.

**Section 19. Entire Agreement**. This Note embodies the entire understanding between the Holder and the Obligor with respect to the subject matter hereof and thereof. This Note supersedes all prior agreements and understandings relating to the subject matter hereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has duly caused this Note to be executed as of the date first above written.

**INTERCONTINENTAL POTASH CORP. (USA)**

By: ____________________________
Name: ____________________________
Title: ____________________________

**Exhibit E**

# GUARANTEE OF PROMISSORY NOTE

This Guarantee ("Guarantee") is made as of October 15, 2017, by Cartesian Capital Group, LLC, a Delaware limited liability company ("Guarantor"), to and for the benefit of IC Potash Corp., a Canadian corporation ("Beneficiary").

## RECITALS

WHEREAS, Guarantor is an affiliate of each of Pangaea Two Acquisition Holdings XI, LLC ("PXI") and Pangaea Two Acquisition Holdings XIB, LLC ("PXIB" and, together with "PXI", "Cartesian Shareholders");

WHEREAS, the Cartesian Shareholders will be the sole shareholders of Intercontinental Potash Corp. (USA), a Delaware corporation ("Obligor");

WHEREAS, the Obligor will have delivered a promissory note dated on even date herewith with a face value of US$1,400,000 to Beneficiary (the "Note"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, because of the status of the Cartesian Shareholders as sole shareholders of the Obligor, a guarantee by the Guarantor of the Obligor's Obligations upon achievement of such status is appropriate and useful;

NOW, THEREFORE, for and in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor agrees as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein that are defined in the Note shall have their respective meanings as therein defined.

2. Guarantee. Guarantor hereby irrevocably and unconditionally guarantees to Beneficiary, its successors and assigns, the full and prompt payment, delivery and performance when due, whether by acceleration or otherwise, of all of the Obligor's payment obligations under the Note (collectively, the "Obligations"). If at any time the Obligor fails, neglects or refuses to timely or fully perform any of the Obligations as expressly provided in the terms and conditions of the Note, then upon receipt of written notice from Beneficiary specifying the failure, Guarantor shall pay, or cause to be paid, any such Obligation as required pursuant to the terms and conditions of the Note.

3. Waivers. Guarantor hereby waives the defenses under this Guarantee of promptness, diligence, presentment, demand for payment, protest, notice of dishonor, notice of default, notice of acceptance, notice of intent to accelerate, notice of acceleration, notice of the incurring of the Obligations created under or pursuant to the Note and all other notices whatsoever. With respect to any claim, action or proceeding against Guarantor in connection with this Guarantee, Guarantor shall be entitled to assert only those defenses (other than defenses arising from (i) bankruptcy or insolvency of the Obligor, (ii) failure of the Obligor to have corporate power to execute the Note, or (iii) failure of the Obligor to have authorized the Note or

to have obtained any approval necessary to enter into and perform on the Note) that Obligor would be able to assert if such claim, action or proceeding were to be asserted or instituted against Obligor under the Note.

4. Guarantee of Payment and Performance. Guarantor agrees that this is a Guarantee of payment and performance and not merely a Guarantee of collection. The liability of Guarantor under this Guarantee shall not be conditional or contingent upon the pursuit of any remedy against Obligor.

5. Statute of Limitations. Guarantor agrees that payment or performance of any of the Obligations or other acts that toll any statute of limitations applicable to the Obligations shall also toll the statute of limitations applicable to Guarantor's liability under this Guarantee.

6. Representations and Warranties. Guarantor additionally represents and warrants to Beneficiary as follows:

(a) Guarantor is a limited liability company duly organized, validly existing, authorized to do business and in good standing under the laws of the State of Delaware.

(b) Guarantor has the requisite power and authority to own its property and assets, transact the business in which it is engaged and to enter into this Guarantee and carry out its obligations hereunder. The execution, delivery, and performance of this Guarantee have been duly and validly authorized and no other proceedings on the part of Guarantor or its affiliates are necessary to authorize this Guarantee.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body or third party is required for the due execution, delivery and performance by Guarantor of this Guarantee.

(d) This Guarantee, when executed, shall constitute a valid and binding agreement of Guarantor, enforceable against Guarantor in accordance with the terms of this Guarantee, except as may be limited by bankruptcy or insolvency or by other laws affecting the rights of creditors generally and except as may be limited by the availability of equitable remedies.

(e) As of the date hereof, the execution, delivery, and performance of this Guarantee does not and will not (i) result in a default, breach or violation of the organizational and governing documents of Guarantor, (ii) constitute an event which would permit any person or entity to terminate rights or accelerate the performance or maturity of any indebtedness or obligation of Guarantor, the effect of which would materially affect Guarantor's ability to meet its obligations under this Guarantee, or (iii) constitute an event which would require any consent of a third party or under any agreement to which Guarantor is bound, the absence of which consent would materially and adversely affect Guarantor's ability to meet its obligations under this Guarantee.

7. Amendment. No amendment of any provision of this Guarantee shall be effective unless it is in writing and signed by Guarantor, Beneficiary and any permitted assignee of Beneficiary’s rights hereunder, and no waiver of any provision of this Guarantee, and no consent to any departure by Guarantor therefrom, shall be effective unless it is in writing and signed by Beneficiary and any permitted assignee of Beneficiary’s rights hereunder.

8. Termination. This Guarantee is a continuing Guarantee and (a) shall remain in full force and effect until payment in full of all of the Obligations, (b) shall be binding upon Guarantor and its successors, and (c) shall inure to the benefit of and be enforceable by Beneficiary and its successors and assigns. The Guarantor further agrees that this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time payment or any part thereof, of any Obligations or interest thereon, is rescinded or must otherwise be restored or returned by Beneficiary upon the bankruptcy, insolvency, dissolution or reorganization of the Obligor. Neither Guarantor nor Beneficiary may assign its rights or delegate its duties without the written consent of the other party.

9. Revival and Reinstatement**.** If the incurrence or payment of the Obligations or the obligations of the Guarantor under this Guarantee by the Guarantor or the transfer by the Guarantor to the Beneficiary of any property of the Guarantor should for any reason subsequently be declared to be void or voidable under any state, federal, provincial or territorial law relating to creditors’ rights, including provisions of any bankruptcy, insolvency or other similar law or similar Canadian insolvency law relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (collectively, a “Voidable Transfer”), and if the Beneficiary is required to repay or restore, in whole or in part, any such Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that the Beneficiary is required to repay or restore, the liability of the Guarantor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

10. Subrogation. The Guarantor will not exercise any rights that he may now or hereafter acquire against Obligor that arise from the existence, payment, performance or enforcement of the Guarantor's obligations under this Guarantee, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from Obligor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Obligations and all other amounts payable under this Guarantee shall have been indefeasibly paid in full.

11. Subordination. The Guarantor hereby subordinates any and all obligations owed to the Guarantor by Obligor (the "Subordinated Obligations") to the Obligations to the extent that the Obligations (including post-petition interest) are paid in full in any proceeding under any bankruptcy, insolvency or other similar law or similar debtor relief laws or upon any default or event of default to the Beneficiary before the Guarantor receives any payment on account of the Subordinated Obligations. Any sum paid to the Guarantor in violation of this Section shall be held in trust for the benefit of the Beneficiary, segregated from other funds of the Guarantor, and

promptly paid or delivered to the Beneficiary in the same form as so received to be credited against the Obligations.

12. Primary Obligations. This Guarantee is a primary and original obligation of the Guarantor, is not merely the creation of a surety relationship, and is an absolute, unconditional, and continuing Guarantee of payment and performance which shall remain in full force and effect without respect to future changes in conditions. The Guarantor hereby agrees that it is directly liable to the Beneficiary, that the obligations of the Guarantor hereunder are independent of the obligations of Obligor, and that a separate action may be brought against the Guarantor, whether such action is brought against Obligor or whether Obligor is joined in such action. The Guarantor hereby agrees that its liability hereunder shall be immediate and shall not be contingent upon the exercise or enforcement by the Beneficiary of whatever remedies it may have against Obligor, or the enforcement of any lien or realization upon any security by the Beneficiary. The Guarantor consents and agrees that the Beneficiary shall have no obligation to marshal any property or assets of any Obligor in favor of the Guarantor, or against or in payment of any or all of the Obligations.

13. Payments; Application. All payments to be made hereunder by the Guarantor shall be made in U.S. Dollars, in immediately available funds, and without deduction (whether for taxes or otherwise) or offset and shall be applied to the Obligations in accordance with the terms of the Note.

14. Attorneys Fees and Costs. If (a) this Guarantee is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or Beneficiary otherwise takes action to collect amounts due under this Guarantee or to enforce the provisions of this Guarantee or (b) there occurs any bankruptcy, reorganization, receivership of Guarantor or other proceedings affecting Guarantor creditors' rights and involving a claim under this Guarantee, then Guarantor shall pay the costs incurred by Beneficiary for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, but not limited to, reasonable attorneys' fees and disbursements.

15. No Waiver. No delay or omission by the Beneficiary on behalf thereof to exercise any right under this Guarantee shall impair any such right nor be construed to be a waiver thereof. No failure on the part of the Beneficiary on behalf thereof to exercise, and no delay in exercising, any right under this Guarantee shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Guarantee preclude any other or further exercise thereof or the exercise of any other right.

16. Severability of Provisions. Each provision of this Guarantee shall be severable from every other provision of this Guarantee for the purpose of determining the legal enforceability of any specific provision.

17. Amendments. This Guarantee may not be altered, amended, or modified, nor may any provision hereof be waived or noncompliance therewith consented to, except by means of a writing executed by the Guarantor and the Beneficiary. Any such alteration, amendment, modification, waiver, or consent shall be effective only to the extent specified therein and for the

specific purpose for which given. No course of dealing and no delay or waiver of any right or default under this Guarantee shall be deemed a waiver of any other, similar or dissimilar, right or default or otherwise prejudice the rights and remedies hereunder.

18. Successors and Assigns. This Guarantee shall be binding upon the Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Beneficiary; provided, however, the Guarantor shall not assign this Guarantee or delegate any of its duties hereunder without Beneficiary's prior written consent and any unconsented assignment shall be absolutely null and void. In the event of any assignment, participation, or other transfer of rights by the Beneficiary, the rights and benefits herein conferred upon the Beneficiary shall automatically extend to and be vested in such assignee or other transferee.

19. No Third Party Beneficiary. This Guarantee is solely for the benefit of the Beneficiary, and each of their successors and assigns and may not be relied on by any other Person.

20. Costs and Expenses; Indemnity. The Guarantor shall indemnify and hold the Beneficiary harmless from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) growing out of or resulting from the enforcement of the Guarantee or the Beneficiary's actions pursuant hereto, except claims, losses or liabilities resulting from the Beneficiary's fraud, gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. Any liability of the Guarantor to indemnify and hold the Beneficiary harmless pursuant to the preceding sentence shall be part of the Obligations secured by the Security Agreement. The obligations of the Guarantor under this Section shall survive any termination of this Guarantee.

21. GOVERNING LAW. THIS GUARANTEE IS TO BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW. AT THE OPTION OF THE BENEFICIARY, THIS GUARANTEE MAY BE ENFORCED IN ANY FEDERAL COURT OR ANY NEW YORK STATE COURT SITTING IN NEW YORK COUNTY, NEW YORK; AND THE GUARANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT THE VENUE IN SUCH FORUMS IS NOT CONVENIENT. IF THE GUARANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS GUARANTEE, THE BENEFICIARY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR, IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

22. Waiver of Jury Trial. EACH OF THE GUARANTOR AND THE BENEFICIARY, BY ITS ACCEPTANCE OF THIS GUARANTEE, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Notices. Any notice or other communication in respect of this Guarantee shall be given in accordance with the terms set forth in the Note.

24. Counterparts. This Guarantee may be executed in any number of counterparts, each of which when so executed shall be deemed to constitute one and the same Guarantee. Delivery by facsimile or other electronic transmission by any of the parties hereto of an executed counterpart of this Guarantee shall be as effective as an original executed counterpart hereof and shall be deemed a representation that an original executed counterpart hereof will be delivered.

25. General. All representations and warranties contained in the Guarantee shall survive the execution, delivery and performance of the Guarantee. The Guarantor waives notice of the acceptance of this Guarantee by the Beneficiary. Captions in the Guarantee are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Guarantee.

[The next page is the signature page.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has executed this Guarantee as of the date first written above.

CARTESIAN CAPITAL GROUP, LLC

By:__________________________________
Name: ______________________________
Title: ______________________________

ACCEPTED:

IC POTASH CORP.

By:__________________________________

Name: ______________________________

Title: ______________________________

**EXHIBIT A**

# PROMISSORY NOTE

[Please see Exhibit E for the form of promissory note.]

**Exhibit F**

# ROYALTY AGREEMENT

**THIS ROYALTY AGREEMENT** ("**Royalty Agreement**"), dated as of October 15, 2017, is made by and between Intercontinental Potash Corp. (USA), a Colorado corporation ("**ICP USA**" or "**Grantor**"), and Intercontinental Potash Corp., a Canadian corporation (the "**Grantee**"). Grantor and Grantee are collectively referred to herein as the "**Parties**," and each individually, as a "**Party**".

## RECITALS

A. A dispute arose between the Parties and certain of their affiliates regarding ICP USA that includes the filing of separate litigations in the District Court, Denver County, Colorado and the Supreme Court, City and County of New York, State of New York (collectively, the "**Litigation**").

B. The parties to the Litigation, including the Parties, have entered into that certain Settlement and Release Agreement made as of September 11, 2017 (the "**Settlement Agreement**"), providing for the settlement of the Litigation and such other matters as set forth in the Settlement Agreement.

C. Grantor holds leasehold interests for the extraction of potassium and related minerals deposits under certain mining leases entitled "Potash Mining Lease (Conventional Mining)" issued by the State of New Mexico Commissioner of Public Lands and certain mining leases entitled "Preference Right Potassium Leases" issued by the United Sates Department of the Interior Bureau of Land Management as more particularly described on the attached **Exhibit "A"** attached hereto (collectively, the "**Mining Leases**") with respect to the real property more particularly described on the attached **Exhibit "A"** (such real property collectively, the "**Subject Mining Area Property**").

D. Grantor is lessee under that certain Business Lease (Lease No. 2158) issued by the State of New Mexico Commissioner of Public Lands as amended by that certain First Amendment effective as of February 4, 2015 (as amended, the "**Water Lease**"), for the lease of certain real property and/or the extraction of certain water rights all as more particularly described in the Water Lease with respect to the real property more particularly described on the attached **Exhibit "B"** (collectively, the "**Water Lease Surface Area**").

E. As partial consideration for the Settlement Agreement, Grantor agreed to grant to Grantee certain rights to participate in royalties arising from the sale of, lease of, or other benefit relating to minerals under the Mining Leases and to water under the Water Lease upon the terms and conditions set forth in this Royalty Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

## AGREEMENT

1. **Recitals Incorporated**. The foregoing Recitals are incorporated herein by reference.

2. **Definitions**.

a. **"Affiliate"** means any person, partnership, joint venture, corporation, or other form of enterprise which directly or indirectly controls, is controlled by or is under common control with a party, and for the purposes hereof; and "**control**" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise, and in the absence of evidence to the contrary, ownership of twenty (20%) percent or more of the voting securities of a corporation will constitute "**control".**

b. "**Applicable Minerals**" shall mean all potash, potassium, polyhalite, and rock salt, and any other marketable mineral products subject to the Mining Leases naturally occurring within potash deposits which are known to exist or which are hereafter discovered to exist in and under the Subject Mining Area Property and are mined, extracted, mined, removed, processed, or produced or otherwise recovered from the Property, including mineral products derived from any processing or reprocessing of any tailings, waste rock or other waste products originally derived from the Property by underground mining, solution mining or other mining methods and sold pursuant to the terms of the Mining Leases from the Subject Mining Area Property.

c. "**Property**" shall mean both the Subject Mining Area Property and the Water Lease Surface Area.

d. "**Deemed Sale**" shall mean a sale made to an Affiliate or paid "in-kind" or by credit, barter or similar non-cash consideration. All Deemed Sales shall be made in good faith with reasonable commercial terms on arm's length terms.

e. "**Gross Sales Minerals**" shall mean, with respect to a calendar quarter, a sum calculated based on tons of Applicable Minerals actually sold or deemed sold as a Deemed Sale (whether sold in a raw, processed, or admixed fashion, but, in the case the Applicable Minerals are sold as a pellet or mixture with other fertilizers, minerals, or additives, only to the extent of Applicable Minerals) during such calendar quarter at the actual average quarterly per ton sales price for the Applicable Minerals received by Grantor during such calendar quarter on a Net Smelter Return basis, whether such sales are made pursuant to purchase orders, off-take agreements or otherwise, provided that if any portion of the sale is a Deemed Sale, such sale shall be deemed charged at then current market rates for purposes of calculating Gross Sales Minerals.

f. "**Net Smelter Return**" means the revenue that Grantor receives or is deemed to have received from the sale or Deemed Sale of Applicable Minerals (including amounts received from insurers as a result of loss, damage or theft of Applicable Minerals) less transportation from the point of shipment from the mine to the point of sale (if not sold f.o.b. at the Property) to market (but not excluding intra-mine transportation costs) and processing costs,

but excluding Operating Costs (as defined below). When any of the Applicable Minerals are sold as a pellet or part of a mixture, the determination of Net Smelter Return with respect to such Applicable Materials shall take into account the actual cost of any added fertilizers, minerals, and binders and shall not ascribe a "mark-up" to such added items. In the event of a non-refundable payment received by the Grantor in connection with a long-term sale contract or off-take agreement for Applicable Minerals, such payment shall be considered revenue for purposes of Gross Sales Minerals.

g. "**Gross Sales Water**" shall mean, with respect to a calendar quarter, a sum calculated as the actual gross compensation received by or deemed received by Grantor during such calendar quarter under one or more sales of, leases of, assignments of, or other transactions relating to water, water rights, or water use derived from the Water Lease, provided that if any of the foregoing is sold, leased or assigned pursuant to a Deemed Sale such Deemed Sale shall be deemed charged at then current market rates. In the case of a payment received by the Grantor in connection with a sale, lease, assignment, or other transaction for water or rights to extract water under the Water Lease, such payments shall be considered revenue for purposes of Gross Sales Water. Gross Sales Water shall be calculated based on the gross revenue actually received or deemed received pursuant to a Deemed Sale without deduction or set-off of any kind and shall not be reduced on account of or charged with any of Grantor's costs in producing water or making it ready and available for market, including but not limited to the costs paid by Grantor to operate the Water Lease, transport the water, or process the water. For the avoidance of doubt, costs paid by a purchaser or lessee of water, water rights, or water use derived from the Water Lease but not received as revenue by Grantor shall not be considered part of Gross Sales Water.

h. **"Operating Costs"** for any period means the total of all costs, expenses, liabilities, obligations and charges incurred by the Grantor during the period in connection with producing operations on and the production of Applicable Minerals from the Subject Mining Area Property, including, without limiting the generality of the foregoing:

(i) all costs of repairing, maintaining, replacing, expanding or modifying buildings, plants, equipment and facilities relating to producing operations;

(ii) all taxes (excluding value added or ad valorem taxes ("VAT") and income taxes), rates, assessments, fees and duties (whether federal, provincial or municipal) levied or imposed upon the Subject Mining Area Property respect of or payable on the basis of Applicable Minerals, including all government royalties, mining duties or mining taxes paid to any governmental authority;

(iii) all costs for labor at the Subject Mining Area Property and for direct management and supervision of work performed at the Property including salaries, wages and benefits of whatsoever nature, and the cost of technical personnel such as engineers, geologists and others who are employed or retained in connection with the production from or operation of the Property, whether located on site or elsewhere, and excluding indirect overhead costs;

(iv) the cost of all equipment and facilities, including housing, for the use and welfare of employees at the Subject Mining Area Property;

(v) all costs of hospital and medical attention, accident benefits and other sums payable on account of death or injury to employees, and all sums payable as compensation for damages arising in any manner out of the production from or operation of the Subject Mining Area Property;

(vi) all costs of consulting, legal, accounting and other professional fees relating to production from or the operation of the Subject Mining Area Property; and

(vii) all costs of insurance placed or carried upon the Subject Mining Area Property or any part thereof or the Applicable Minerals

3. **Grant of Royalty**.

a. Subject to the limitations of Section 3.b, Grantor hereby grants, sells and conveys and by these presents does grant, sell and convey unto Grantee the following royalties (collectively, the "**Royalty**"): (i) from and after the date of this Royalty Agreement, an undivided seventy five percent (75%) of Gross Sales Water (the "**Water Royalty**"); and (ii) if the Grantor has not paid over to the Grantee an amount in respect of the Water Royalty and any Buy-Out Payments equal to the Royalty Cap on or before December 31, 2022, then from and after the Mineral Royalty Commencement Date, an undivided one percent (1%) of Gross Sales Minerals (the "**Mineral Royalty**"). The Mineral Royalty shall apply only to Gross Sales Minerals received from and after the Mineral Royalty Commencement Date and, for avoidance of doubt, Grantee shall be entitled to both the Water Royalty and Mineral Royalty from and after the Mineral Royalty Commencement Date until aggregate cumulative payments under this Royalty Agreement equal the Royalty Cap as provided for below. The "**Mineral Royalty Commencement Date**" is the later of January 1, 2020, and the date production and sale of Applicable Minerals begins.

b. Notwithstanding anything to the contrary herein, the total amount of payments to Grantee under this Royalty Agreement, including Royalty Payments and Buy-Out Payments (as provided for under Section 4 below), shall not exceed, in aggregate, the amount of $12,200,000.00 (the "**Royalty Cap**"). This Royalty Agreement shall be deemed terminated and of no force and effect when and if the aggregate Royalty Payments, together with any Buy-Out Payments, equals the Royalty Cap, which termination shall be effective without any additional action on the part of the Parties; provided, however, that, upon Grantor's request, Grantee shall duly execute and deliver such reasonable documentation, in recordable form, as necessary to evidence such termination.

c. The Royalty shall be calculated for each calendar quarter as of the last day of such calendar quarter. Payments of the Royalty (the "**Royalty Payments**") for each calendar quarter shall be paid on or before the sixtieth (60th) day following each such quarter. Each Royalty Payment to Grantee shall be accompanied by a preliminary statement showing the calculation of the payment, including:

(i) the quantities of Applicable Minerals and Gross Sales Water sold or leased by Grantor with respect to such quarter;

(ii) the quantities of water in kind delivered or credited during such quarter;

(iii) the average Metal Price for the Applicable Minerals and sale or lease price for water;

(iv) the calculation of the applicable Royalty payable to Grantee; and

(v) copies of all processing, transportation, refining, and other contracts with third parties or Affiliates related to the water.

d. Annually, within ninety (90) days of the end of each December, by Grantor to Grantee, or earlier in the discretion of the Grantor, the Grantor shall deliver a final statement showing the calculation of all payments for the prior calendar year, including corrections of any preliminary statements.

e. Each Royalty Payment shall be paid in U.S. dollars, without demand, notice, setoff or reduction, by wire transfer in good and immediately available U.S. funds to such account or accounts as Grantee may from time to time designate in writing.

f. Upon request of Grantee, in connection with an annual Royalty Payment, Grantor shall cause to be provided to Grantee (i) an annual statement setting forth for that year the finished tons of all Applicable Minerals and the Gross Sales Minerals and Gross Sales Water received by Grantor; and (ii) the calculation of the Royalty payable to Grantee.

g. Nothing herein shall be deemed to create any ownership, leasehold or other interest (other than the Royalty) of Grantee in the Water Lease or Water Lease Surface Area, Mining Leases, Applicable Minerals or the Subject Mining Area Property or in any other real property or assets owned, leased, or otherwise subject to a license, permit or other agreement benefitting Grantor.

h. Grantor shall comply with all obligations under the Water Lease and Mining Leases (the "**Underlying Agreements**") in order to maintain the Underlying Agreements in good standing and avoid any material default thereunder, including by timely performing all work required under the Underlying Agreements, and timely paying, or causing the payment of, all rental fees, advance royalty payments, royalty payments, payments in lieu of work expenditures, and other payments required by the terms of the Underlying Agreements or by applicable law.

4. **Optional Prepayment of Royalty**. Grantor may from time-to-time and in its sole discretion elect to satisfy Grantor's obligation to pay the Royalty under this Agreement, in whole or in part, by pre-paying to Grantee all or any portion of the Royalty without regard to Grantor's receipt of any Gross Revenue Water or Gross Revenue Minerals which amounts (the "**Buy-Out Payments**") shall be credited on a dollar-for-dollar basis against the Royalty Cap without any penalty, interest or other charge or offset.

5. **Development and Operations**.

a. Grantor shall use commercially reasonable efforts to realize revenues from the Water Lease and the Mining Leases; provided however, Grantor shall have no obligation to develop, quarry, mine, remove, or sell any Applicable Minerals or water and, if such activities are begun, nothing herein shall require Grantor to continue to develop, quarry, mine, remove, or sell the same if, in Grantor's reasonable discretion, it is not commercially reasonable to do so. Without limiting the foregoing, Grantee acknowledges and agrees that Grantor intends to modify the current mining plan filed by Grantor with the lessors under the Mining Leases and other applicable governmental entities with jurisdiction over the Subject Mining Area Property. Grantor agrees that it will not modify the mining plan in such a way as to eliminate the Royalty due hereunder. Notwithstanding anything to the contrary herein:

(i) Grantor shall have no obligation to develop, produce, quarry, mine, remove, lease or sell any Applicable Minerals or the water and, if such activities are begin, nothing herein shall require Grantor to continue to develop, produce, quarry, mine, remove, lease or sell the same if it is not commercially reasonable to do so.

(ii) Grantor shall conduct its operations on the Property in a good and workmanlike manner in accordance with standard operating practices applicable to the industry, and as to the Applicable Minerals in accordance with good mining practices. The term "good mining practices" as used herein shall mean those modern mining methods employed by a prudent mining operator using modern mining equipment and techniques in the conduct of diligent and aggressive mining operation(s) in an attempt to record the maximum amount of economically minable and merchantable minerals on the Property.

b. Grantee acknowledges, understands, and agrees that some or all of the Mining Leases may be subject to limitations on Grantor's extraction of Applicable Minerals to accommodate the interests of other mineral interest holders, including the interests of oil and gas lessees, over areas contiguous with the Subject Mining Area Property and that such interests may impact the yield of the Mineral Royalties.

c. Grantee acknowledges and agrees that, in order to generate Gross Sales Water, Grantor is expected to assign or sublet its rights under the Water Lease to a third parties and that such assignment or sublet may require such third party to bear the costs of operation incurred by such third parties including, but not limited to, payments of royalties and delivery of water to the third party or ultimate user under the Water Lease.

d. All marketing and sales decisions regarding water and Applicable Minerals shall rest exclusively with Grantor, and Grantor may sell and deliver water and Applicable Minerals to customers for any amount, and under any terms, which it determines in its discretion; provided that the foregoing shall not permit any self-dealing, related party transactions, or non-arm's length transactions adverse to the Grantee. Notwithstanding anything to the contrary herein, Grantor agrees that all such transactions contemplated by this paragraph

shall be made in good faith with reasonable commercial terms in an arm's length transaction or, in the case of any Deemed Sale, consistent with then-applicable market rates.

e. Grantee acknowledges and understands that the term of the Water Lease is currently scheduled to end on October 5, 2019, unless extended by the lessor. Grantor shall undertake commercial best efforts to renew Mining Leases and the Water Lease for the term necessary to complete all Royalty Payments under this Royalty Agreement. If Grantee has not obtained a renewal of the Water Lease at least six (6) months prior to the expiration of the same, Grantee agrees to confer and consult with Grantor regarding the renewal of the Water Lease.

6. **Representations and Warranties**. Grantor hereby represents and warrants to Grantee that as of the date of this Agreement (a) Grantor is duly formed, validly existing and in good standing in the jurisdiction of its incorporation and is qualified to do business and in good standing under the laws of the State of New Mexico; (b) Grantor has all requisite power, right and authority to enter into and perform its obligations under this Royalty Agreement; (c) the consummation of the transactions contemplated by this Royalty Agreement will not violate nor be in conflict with any provision of Grantor's Articles of Incorporation or bylaws or any agreement or instrument to which Grantor is a party or is bound, or any judgment, decree, order, writ, injunction, statute, rule or regulation applicable to Grantor; (d) the execution, delivery and performance of this Royalty Agreement, and the transactions contemplated hereby, have been duly and validly authorized by all requisite action on the part of Grantor; (e) there are no judgments outstanding against Grantor or, to the knowledge of Grantor, that are binding upon the Water Lease, nor is there any litigation (other than the Litigation), governmental investigation, or arbitration pending or, to Grantor's knowledge, threatened against Grantor; (f) the Grantor has complied in all material respects with all environmental laws applicable to it or to any properties owned, leased or used by the Grantor at any time, and, to the knowledge of the Grantor, excluding the closure of the holding pond as required by law, the total cost of which carries over to unfunded periods, there is no fact or circumstance relating to or affecting any such property or asset that could result in any material liability on the part of the Grantor under any such environmental law and Grantor has never received any notice, inquiry or request from any governmental authority or official relating to possible violations of any such environmental law; and (g) the execution, delivery and performance of this Royalty Agreement by the Grantor will not violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to the Grantor.

7. **Books and Records/Inspection**. Until the termination of this Royalty Agreement pursuant to Section 3.b and, in the event such termination occurs on or after January 1, 2021, for a period of one year after such termination, and subject to Section 9.h, Grantor shall permit Grantee and any of its authorized representatives, at Grantee's cost and expense, to inspect Grantor's records (including without limitation, any records and data that are maintained electronically), and in conjunction with such inspection to make copies and take extracts therefrom and to discuss with Grantor the calculations of the Royalty and Gross Sales Water, and Gross Sales Minerals; provided, however that such inspection shall take place at reasonable times during normal business hours and not more often than once per calendar quarter. Grantee and its representatives shall, at their sole risk and expense, upon reasonable advance notice to Grantor, have access during normal business hours once each calendar year (which annual

limitation shall not apply during any period when Grantor is in default hereunder) to the Subject Mining Area Property and Water Lease Surface Area to visit all operations relating to the Gross Sales Minerals and Gross Sales Water conducted by or on behalf of Grantor for the purposes of viewing or inspecting the same, provided that Grantee and its representatives shall not unreasonably interfere with such operations.

8. **Memorandum of Agreement**. Concurrently with the execution of this Agreement, the parties shall execute and, to the extent permitted under the Water Lease, the Mining Leases and applicable law, promptly record a memorandum of this Royalty Agreement, substantially in the form attached hereto as **Exhibit "C"** in the Clerk and Recorders Office of Lea County, New Mexico.

9. **Other Important Terms**.

a. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9.a):

| | |
|---|---|
| If to Grantee: | Intercontinental Potash Corp.<br>82 Richmond Street East<br>Toronto, Ontario M5C 1P1<br>Email: mazodi@icpotash.org<br>Attention: Mehdi Azodi, President & CEO |
| with a copy, which shall not constitute notice, to: | Snell & Wilmer L.L.P.<br>Tabor Center<br>1200 Seventeenth Street, Suite 1900<br>Denver, CO 80202<br>Email: jreeser@swlaw.com<br>Attention: Jeffrey K. Reeser |
| If to Grantor: | Intercontinental Potash Corp. (USA)<br>600 West Bender Boulevard<br>Hobbs, NM 88240<br>Email: kkramer@icpotash.com<br>Attention: Ken Kramer, President |

with a copy, which shall not constitute notice, to:

Pangaea One Acquisition Holdings XI, LLC
c/o Cartesian Capital Group
505 Fifth Avenue, 15th Floor
New York, NY 10017
Email: peter.yu@cartesiangroup.com
Attention: Peter Yu

b. Construction; Representation by Counsel. The Parties acknowledge and agree that they have been represented and advised by counsel in connection with the negotiation and preparation of this Royalty Agreement, and this Royalty Agreement shall be deemed to have been drafted jointly by the Parties, notwithstanding that one Party or the other may have performed the actual drafting hereof. This Royalty Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against any Party, and as a whole, giving effect to all the terms, conditions and provisions hereof. Whenever the context may require, any provisions used in this Royalty Agreement shall include the corresponding masculine, feminine, or neuter forms.

c. Headings. The headings in this Royalty Agreement are for reference only and shall not affect the interpretation of this Royalty Agreement.

d. Severability. If any provision of this Royalty Agreement is held invalid or unenforceable, such decision shall not affect the validity or enforceability of any other provision of this Royalty Agreement, all of which other provisions shall remain in full force and effect.

e. Successors and Assigns.

(i) This Royalty Agreement may not be assigned or transferred by Grantor without the prior written consent of Grantee which consent shall not be unreasonably withheld, conditioned or delayed, including by operation of law or in any change of control transaction, and is binding on all of their successors and assigns. Notwithstanding the foregoing, Grantee’s consent shall not be required for an assignment or transfer provided: (A) such assignment or transfer is made to a party that assumes all of the Water Lease, the Mining Leases and the applicable Underlying Agreements then in force and effect and assumes all of Grantor’s obligations under this Royalty Agreement or (B) Grantor satisfies the Royalty due hereunder prior to or simultaneously with such assignment or transfer by paying to Grantee the remaining amount owned under the Royalty Cap. If Grantor assigns an undivided interest in this Agreement, each holder of an undivided interest shall separately pay to Grantee the Royalties accruing with respect to that holder's interest in the production from the Property. If Grantor assigns the whole of or an undivided interest in this Agreement, liability for breach of any obligation under this Agreement shall rest exclusively upon the holder of this Agreement or of an undivided interest who commits the breach. Notwithstanding anything to the contrary described herein, it shall not be deemed an unreasonable condition to a consent for assignment if Grantee requires that Grantor remains liable under this Agreement following such assignment.

(ii) This Royalty Agreement may not be assigned or transferred by Grantee to a Grantor Adverse Person without the prior written consent of Grantor which consent shall not be unreasonably withheld, conditioned or delayed, including by operation of law or in any change of control transaction, and is binding on all of their successors and assigns. A "**Grantor Adverse Person**" is a person or entity reasonably determined to be a potential competitor to the Grantor, potential counterparty to the Grantor, or, solely with respect to a person with interests in real property adjacent to or overlapping with the Property, a person whose business interests and operations are potentially materially adverse to the Grantor.

f. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Royalty Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

g. Governing Law; Submission to Jurisdiction; Attorneys' Fees. This Royalty Agreement shall be governed by and construed in accordance with the internal laws of the State of New Mexico without giving effect to any choice or conflict of law provision or rule (whether of the State of New Mexico or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New Mexico. The Parties consent to the sole and exclusive jurisdiction and venue in the Federal or State courts in New Mexico, and agree that all disputes based on or arising out of this Royalty Agreement shall only be submitted to and determined by said courts, which shall have sole and exclusive jurisdiction. In any dispute arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the other Party court costs and reasonable attorneys' fees.

h. Confidentiality.

(i) Grantee agrees to keep confidential any information received pursuant to or as a result of rights under Section 7 of this Royalty Agreement and to use such information solely to determine the compliance of the Grantor with its obligations under this Royalty Agreement (and any enforcement of such obligations by Grantee), except that the Grantee may disclose such information:

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

(2) to the extent required by applicable law, rules or policies of any applicable government, stock exchange, or court order or similar legal obligation; and

(3) to its attorneys, financial advisors and accountants, so long as such attorney or accountant 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 Grantor or (y) professional obligations to refrain from disclosing the information.

(ii) Grantee agrees and acknowledges that the Grantor may suffer irreparable loss and damage as a result of a breach of this Section 9.i and that damages may not be an adequate remedy for such loss or damage, and that injunctive relief is available to the Grantor to prevent such loss or damage.

i. Covenants Run With Leasehold Interests. Grantor and Grantee hereby acknowledge and agree that the Royalty, obligations and rights conferred by this Royalty Agreement are intended to, and do, constitute covenants that run with the leasehold interests granted under the Water Lease(s) and the Mining Leases land and shall inure to the benefit of and be binding upon the parties and their respective grantees, transferees, successors and assigns with respect to such leaseholder interests.

j. Obligor Covenants. Grantor shall not withhold or deduct any amounts payable to Grantee pursuant to this Royalty Agreement excluding amounts required to be withheld in respect of United States taxes. If, for whatever reason, Grantor is required to withhold, deduct, or pay taxes respecting any amounts due, payable, or paid to Grantee under this Royalty Agreement, then Grantor shall advise Grantee of such obligation and shall use commercially reasonable efforts to cause Grantee to receive net amounts as close as possible to those contemplated hereby.

k. Indemnification. Grantor indemnifies Grantee for Losses arising out of or in connection with (a) any breach by Grantor of any representation or warranty set forth in this Royalty Agreement and (b) any breach by Grantor of any covenant set forth in this Royalty Agreement. "**Losses**" shall mean all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees, expert witness fees, consultant fees and other professional fees which may be imposed upon, incurred by or asserted against Grantee.

l. Counterparts. This Royalty Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

m. Further Assurances. Grantor hereby covenants that from time to time upon request by Grantee it will execute, acknowledge and deliver additional assignments and deeds in substantially the same form as this Royalty Agreement necessary to properly convey, create and maintain the Royalty. The interests conveyed by such separate assignments and deeds of the Royalty are the same, and not in addition to, the interests conveyed herein.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Royalty Agreement as of the date first set forth above.

**GRANTOR:**

**INTERCONTINENTAL POTASH CORP. (USA)**,
a Colorado corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

**GRANTEE:**

**INTERCONTINENTAL POTASH CORP.,**
a Canadian corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

**EXHIBIT A**

**MINING LEASES**

In addition to the leases listed herein, the Parties agree that the Royalty Agreement and this Exhibit A shall include all other rights and interests in the potash, potassium, polyhalite, and rock salt, and any other marketable mineral products whether now owned or hereinafter acquired by Grantor by lease or permit of the same in Lea County, New Mexico and/or in the Townships and Ranges set forth herein.

**INTERCONTINENTAL POTASH CORP. (USA) MINING LEASES (CONVENTIONAL MINING) ISSUED BY THE STATE OF NEW MEXICO COMMISSIONER OF PUBLIC LANDS**

| LEASE NO. | DATE | LEGAL DESCRIPTION | | | | |
|---|---|---|---|---|---|---|
| | | Subdivision | Section | Township | Range | Acres |
| HP-0047 | 1/15/13 | All | 16 | 24S | 33E | 640 |
| | | All | 17 | 24S | 33W | 640 |
| | | E2, E2W2, Lots 1-4 | 18 | 24S | 33E | 634.16 |
| HP-0046 | 5/24/10 | N2 | 13 | 23S | 33E | 320 |
| | | N2 | 14 | 23S | 33E | 320 |
| HP-0045 | 5/24/10 | All | 9 | 24S | 33E | 640 |
| | | All | 10 | 24S | 33E | 640 |
| | | All | 15 | 24S | 33E | 640 |
| HP-0044 | 5/24/10 | All | 36 | 23S | 32E | 640 |
| | | E2, E2W2, Lots 1-4 | 31 | 23S | 33E | 632.36 |
| | | SE4, S2NE4, E2SW4 & SE4NW4, Lots 1-7 | 6 | 24S | 33E | 634.72 |
| | | E2, E2W2, Lots 1-4 | 7 | 24S | 33E | 633.4 |
| HP-0043 | 5/24/10 | All | 32 | 23S | 33E | 640 |
| | | S2,S2N2, Lots 1-4 | 4 | 24S | 33E | 639.68 |
| | | S2,S2N2, Lots 1-4 | 5 | 24S | 33E | 639.08 |
| | | All | 8 | 24S | 33E | 640 |
| HP-0042 | 5/24/10 | S2, S2N2, Lots 1-4 | 1 | 24S | 33E | 639.08 |
| | | S2, S2N2, Lots 1-4 | 2 | 24S | 33E | 639.16 |
| | | S2, S2N2, Lots 1-4 | 3 | 24S | 33E | 640.36 |
| | | SE4, S2NE4, E2SW4 & SE4NW4, Lots 1-7 | 6 | 24S | 34E | 636.24 |
| HP-0041 | 5/24/10 | All | 35 | 23S | 33E | 640 |
| | | All; | 36 | 23S | 33E | 640 |
| | | E2, E2W2, Lots 1-4 | 31 | 23S | 34E | 634.8 |
| | | All | 32 | 23S | 34E | 640 |

| | | | | | | |
|---|---|---|---|---|---|---|
| HP-<br>0040 | 5/24/10 | All<br>All<br>All<br>All | 22<br>27<br>33<br>34 | 23S<br>23S<br>23S<br>23S | 33E<br>33E<br>33E<br>33E | 640<br>640<br>640<br>640 |
| HP-<br>0039 | 5/24/10 | All<br>All<br>E2,E2NW4, SW4<br>E2, E2W2, Lots 1-4 | 15<br>16<br>17<br>18 | 23S<br>23S<br>23S<br>23S | 33E<br>33E<br>33E<br>33E | 640<br>640<br>560<br>631.4 |
| HP-<br>0038 | 5/24/10 | All | 12 | 23S | 33E | 640 |
| HP-<br>0037 | 5/24/10 | S2, S2N2, Lots 1-4<br>S2, S2N2, Lots 1-4<br>All | 2<br>3<br>10 | 23S<br>23S<br>23S | 33E<br>33E<br>33E | 638.72<br>638.92<br>640 |
| HP-<br>0036 | 5/24/10 | E2, E2W2, Lots 1-4<br>E2, E2W2, Lots 1-4<br>All<br>All | 30<br>31<br>32<br>33 | 22S<br>22S<br>22S<br>22S | 33E<br>33E<br>33E<br>33E | 626.72<br>626.72<br>640<br>640 |
| HP-<br>0035 | 5/24/10 | SE4NE4 | 21 | 23S | 32E | 40 |
| HP-<br>0034 | 5/24/10 | All | 16 | 23S | 32E | 640 |
| HP-<br>0033 | 5/24/10 | S2, S2N2, Lots 1-4 | 2 | 23S | 32E | 638.52 |
| HP-<br>0032 | 5/24/10 | SW4NW4<br>SE4NE4 | 3<br>4 | 23S<br>23S | 32E<br>32E | 40<br>40 |
| HP-<br>0031 | 5/24/10 | All<br>E2SE4, SE4NE4,<br>Lot 1<br>E2E2 | 36<br><br>1<br>12 | 22S<br><br>23S<br>23S | 32E<br><br>32E<br>32E | 640<br><br>159.95<br>160 |
| HP-<br>0030 | 5/24/10 | All | 32 | 22S | 32E | 640 |

**INTERCONTINENTAL POTASH CORP. (USA) PREFERENCE RIGHT POTASSIUM LEASES ISSUED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT**

| SERIAL NO. | DATE | LEGAL DESCRIPTION Subdivision | Section | Township | Range | Total Acres |
|---|---|---|---|---|---|---|
| NMNM 124381-B | 11/1/14 | All | 35 | 24S | 33E | 640 |
| NMNM 124381-A | 11/1/14 | Lots 1-3, S2NE4, N2SE4, SE4NW4 | 1 | 24S | 32E | 319.25 |
| NMNM 124379-A | 11/1/14 | E2 | 19 | 23S | 33E | |
| | | All | 20 | 23S | 33E | |
| | | N2 | 29 | 23S | 33E | |
| | | Lot 2-4, E2W2, NE4, W2SE4 | 30 | 23S | 33E | 1793.79 |
| NMNM 124376-A | 11/1/14 | SE4 | 11 | 23S | 32E | |
| | | E2E2, NW4NE4 | 14 | 23S | 32E | 360.00 |
| NMNM 123693-A | 11/1/14 | SW4, W2E2, S2NW4 | 12 | 23S | 32E | |
| | | All | 13 | 23S | 32E | |
| | | E2, E2,SW4, SE4NW4 | 23 | 23S | 32E | 1480 |
| NMNM 123691-A | 11/1/14 | SW4SE4 | 1 | 23S | 32E | 40 |
| NMNM 123690-A | 11/1/14 | W2, W2E2, NE4NE4 | 24 | 23S | 32E | |
| | | NW4, SE4, W2NE4, SE4NE4, E2SW4 | 25 | 23S | 32E | |
| | | NE4 | 26 | 23S | 32E | 1200 |
| NMNM 121115-A | 11/1/14 | Lots 1-4, E2, E2W2 | 7 | 23S | 33E | |
| | | All | 8 | 23S | 33E | |
| | | All | 9 | 23S | 33E | |
| | | S2, S2NW4, NW4NW4 | 11 | 23S | 33E | 2350.80 |
| NMNM 121114-A | 11/1/14 | S2S2 | 4 | 23S | 33E | |
| | | Lot 4, S2S2, N2SW4, S2NW4 | 5 | 23S | 33E | |
| | | Lots 1-3, 6-7, SE4, E2SW4, S2NE4, SE4NW4 | 6 | 23S | 33E | 1074.89 |
| NMNM 121113-A | 11/1/14 | S2 | 13 | 23S | 33E | |
| | | S2 | 14 | 23S | 33E | |
| | | W2NW4, NW4SW4 | 21 | 23S | 33E | |
| | | All | 23 | 23S | 33E | 1400 |
| NMNM 121111-A | 11/1/14 | All | 24 | 23S | 33E | |
| | | All | 25 | 23S | 33E | |
| | | All | 26 | 23S | 33E | 1920 |

| | | | | | | |
|---|---|---|---|---|---|---|
| NMNM 121110-A | 11/1/14 | W2W2<br>W2<br>All | 24<br>25<br>26 | 24S<br>24S<br>24S | 33E<br>33E<br>33E | <br><br>1120 |
| NMNM 121109-A | 11/1/14 | N2N2<br>N2N2, SE4NW4, SW4NE4,<br>NE4SW4, NW4SE4<br>S2NW4, N2SW4<br>E2SE4 | 11<br><br>12<br>14<br>23 | 24S<br><br>24S<br>24S<br>24S | 33E<br><br>33E<br>33E<br>33E | <br><br><br><br>720 |
| NMNM 121108-A | 11/1/14 | Lot 1, N2NE4, NE4NW4 | 7 | 24S | 34E | 159.35 |
| NMNM 121107-A | 11/1/14 | Lot 4, SE4SW4<br>Lot 1, NE4NW4, NW4NE4 | 18<br>19 | 23S<br>23S | 34E<br>34E | <br>195.78 |

## EXHIBIT B

## WATER LEASE SURFACE AREA

The following tracts of land totaling 13.80 acres, more or less, are located in Section 2, Township 24 South, Range 35 East, N.M.P.M., Lea County, New Mexico with each tract being more particularly below:

Tract 1
Commencing at a found 1 ½" brass cap being the south quarter corner of Section 2, thence North 00°45'20" West 274.57 feet along the quarter section line to a calculated point, and North 90°00'00" West 38.65 feet to a calculated point for the Point of Beginning. Thence North 90°00'00" West 449.52 feet to a calculated point; thence North 00°00'00" East 221.02 feet to a calculated point; thence North 90°00'00" East 361.53 feet to a calculated point; thence South 00°00'00" East 121.02 feet to a calculated point; thence North 90°00'00" East 87.67 to a calculated point; thence South 00°45'20" East 100.01 feet to the Point of Beginning and containing 88,638 square feet or 2.03 acres, more or less.

Tract 2
Commencing at a found 1 ½" brass cap being the south quarter corner of Section 2, thence North 00°45'20" West 1,780.10 feet along the quarter section line to a calculated point, and North 90°00'00" West 80.36 feet to a calculated point for the Point of Beginning. Thence North 90°00'00" West 353.98 feet to a calculated point; thence North 00°00'00" East 201.15 feet to a calculated point; thence North 90°00'00" East 353.98 feet to a calculated point; thence South 00°00'00" East 201.15 feet to the Point of Beginning and containing 71,203 square feet or 1.63 acres, more or less.

Tract 3
Commencing at a found 1 ½" brass cap being the south quarter corner of Section 2, thence North 00°54'20" West 1,072.81 feet along the quarter section line to a calculated point for the Point of Beginning. Thence North 00°45'20" West 587.76 feet to a calculated point; thence North 90°00'00" East 424.61 feet to a calculated point; thence South 00°00'00" East 265.77 feet to a calculated point; thence North 90°00'00" East 61.64 feet to a calculated point; thence South 00°00'00" East 176.14 feet to a calculated point; thence South 17°40'11" East 125.91 feet to a calculated point; thence South 00°00'00" East 78.44 feet to a calculated point; thence North 90°00'00" West 121.27 feet to a calculated point; thence North 00°00'00" East 52.61 feet to a calculated point; thence North 90°00'00" West 395.44 feet to the Point of Beginning and containing 276,772 square feet or 6.35 acres, more or less.

# EXHIBIT C

## MEMORANDUM OF ROYALTY AGREEMENT

This MEMORANDUM OF ROYALTY AGREEMENT, dated _____________, 2017 is by and between Intercontinental Potash Corp. (USA), a Colorado corporation ("**ICP USA**" or "**Grantor**"), and Intercontinental Potash Corp., a Canadian corporation (the "**Grantee**").

WHEREAS, Grantor and Grantee have entered into that certain Royalty AGREEMENT, dated _____________, 2017[, and effective ___________, 2017] ("Royalty Agreement"), whereby Grantor has granted to Grantee a royalty interest in and to water produced, leased and sold from and minerals extracts and sold from certain property located in LEA COUNTY, STATE OF NEW MEXICO, as more particularly described in those certain Mining Leases and Water Lease set forth on the Exhibit A attached hereto and incorporated herein by this reference.

WHEREAS, the royalty interest granted in the Royalty Agreement constitute a burden on the Mining Leases, Water Lease and the real property related thereto and on any water, minerals or other substance or substances produced therefrom and constitute a covenant running with the land.

This Memorandum of Royalty Agreement is executed by Grantor and Grantee and placed of record in Lea County, New Mexico for the purpose of placing all persons on notice of the existence of the Royalty Agreement discussed and described herein.

IN WITNESS WHEREOF, undersigned have executed this Memorandum of Royalty Agreement on the date first written above.

| **GRANTOR:** | **GRANTEE:** |
|---|---|
| INTERCONTINENTAL POTASH CORP. (USA) | INTERCONTINENTAL POTASH CORP. |
| By: ___________________________________<br>[name, title] | By: ___________________________________<br>[name, title] |

[Acknowledgments Follow]

## ACKNOWLEDGMENTS

State of ________________ )
)
County of ________________ )

The foregoing instrument was acknowledged before me this _____ day of ___________, 2017, by [name, title] of Intercontinental Potash Corp. (USA), a Colorado corporation.

Witness my hand and official seal.

My commission expires: ________

___________________________________
Notary Public

* * * * *

State of ________________ )
)
County of ________________ )

The foregoing instrument was acknowledged before me this _____ day of ___________, 2017, by [name, title] of IC Potash Corp., a [state entity].

Witness my hand and official seal.

My commission expires: ________

___________________________________
Notary Public

Exhibit A
(Memorandum of Royalty Agreement)

"Mining Leases":

*[insert description of mining leases]*

"Water Lease":

*[insert description of water leases]*

## SCHEDULE I

## CONTRACTS TO BE TERMINATED

Amended and Restated Management Services Agreement, dated February 29, 2016, by and among: IC Potash, ICP USA, and Cartesian Capital Group, LLC (“Cartesian”)

Amended and Restated Stockholders Agreement of Intercontinental Potash Corp. (USA), dated February 29, 2016, by and among: ICP USA, PXI, PXIB, ICP Canada, and IC Potash

Registration Rights Agreement, dated February 29, 2016, by and among: PXI, PXIB, ICP Canada, and ICP USA

Put Option Agreement, dated February 29, 2016, by and among: ICP USA, ICP Canada, PXI, PXIB, and Cartesian