

ORGANIC POTASH CORPORATION
ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

To be held December 18, 2012

NOTICE OF MEETING
AND
MANAGEMENT INFORMATION CIRCULAR

November 13, 2012

ORGANIC POTASH CORPORATION
NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual and special meeting of the shareholders of Organic Potash Corporation (the “**Corporation**”) will be held at the offices of the Corporation at **Suite 22, 10 Wilkinson Road, Brampton, Ontario, at 11:30 a.m. (Toronto time)** on Tuesday, December 18, 2012 (the “**Meeting**”), for the following purposes:

1. to receive the audited financial statements of the Corporation for the financial year ended June 30, 2012, together with the report of the auditors thereon;
2. to elect the directors of the Corporation;
3. to consider and, if thought appropriate, to pass, with or without variation, an ordinary resolution re-appointing Collins Barrow Toronto LLP, Chartered Accountants, as auditors of the Corporation for the ensuing year and to authorize the directors to fix the remuneration of the auditors, as more particularly set out in the accompanying management information circular;
4. to consider and, if thought appropriate, to pass, with or without variation, an ordinary resolution ratifying and confirming the adoption of the Corporation’s stock option plan, including the reservation for issuance under the new stock option plan at any time of a maximum of 10% of the issued and outstanding shares of the Corporation; and
5. to transact such further and other business as may properly come before the Meeting or any adjournment thereof.

Details of the foregoing matters are contained in the accompanying management information circular of the Corporation.

A shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must deposit his, her or its executed form of proxy with the Corporation’s transfer agent and registrar, **Valiant Trust Company (“Valiant”), Suite 710, 130 King St. W, Box 34, Toronto, ON, M5X 1A9 (Attention: Proxy Department), on or before 11:30 a.m. (Toronto time) on December 16, 2012**, or at least 48 hours, excluding Saturdays, Sundays and holidays, before any adjournment or postponement of the Meeting at which the proxy is to be used, or by delivering it to the Chair of the Meeting before the time of voting on the day of the Meeting or any adjournment thereof.

DATED: November 13, 2012.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) “Heather Welner”
Chief Executive Officer

These security holder materials are being sent to both registered and non-registered owners of securities. If you are a non-registered owner and the issuer or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

By choosing to send these materials to you directly, the issuer (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

ORGANIC POTASH CORPORATION

MANAGEMENT INFORMATION CIRCULAR

As at November 13, 2012

SOLICITATION OF PROXIES BY MANAGEMENT

This Management Information Circular (the “Circular”) is furnished in connection with the solicitation of proxies by the management of Organic Potash Corporation (“OPC” or the “Corporation”) for use at the annual and special meeting (the “Meeting”) of shareholders of the Corporation to be held in the offices of the Corporation at Suite 22, 10 Wilkinson Road, Brampton, Ontario, on December 18, 2012 at 11:30 a.m. (Toronto time) and at any adjournments thereof for the purposes set out in the accompanying Notice of Meeting. Solicitations may be made by mail and supplemented by telephone or other personal contact by the officers, employees or agents of the Corporation without special compensation. Pursuant to National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“NI 54-101”), arrangements have been made with clearing agencies, brokerage houses and other financial intermediaries to forward proxy solicitation materials to the beneficial owners of the common shares of the Corporation (the “Shares”). The cost of any such solicitation will be borne by the Corporation.

The Board of Directors of the Corporation has fixed the record date for the Meeting to be the close of business on **November 16, 2012** (the “**Record Date**”). Shareholders of record as of the Record Date are entitled to receive notice of the Meeting. Shareholders of record will be entitled to vote those Shares included in the list of shareholders entitled to vote at the Meeting prepared as at the Record Date, unless any such shareholder transfers his or her Shares after the Record Date and the transferee of those Shares establishes that he or she owns Shares and demands, not later than 11:30 a.m. (Toronto time) on December 8, 2012 (being 10 days before the Meeting) that the transferee's name be included in the list of shareholders entitled to vote at the Meeting, in which case such transferee shall be entitled to vote such Shares at the Meeting.

APPOINTMENT AND REVOCATION OF PROXIES

The persons named in the accompanying form of proxy are directors and/or officers of the Corporation. **A shareholder has the right to appoint a person (who need not be a shareholder of the Corporation) to attend and represent him or her at the Meeting, other than those persons named in the enclosed form of proxy. A shareholder who wishes to appoint some other person to present him or her at the Meeting may do so either by inserting such other person's name in the blank space provided in the**

form of proxy and signing the form of proxy, or by completing another proper form of proxy. A form of proxy will not be valid unless it is completed, dated, signed and delivered to the office of the registrar and transfer agent of the Corporation, Valiant Trust Company (“**Valiant**”), Suite 710, 130 King St. W, Box 34, Toronto, ON, M5X 1A9, not less than 48 hours (excluding Saturday, Sunday and statutory holidays) preceding the Meeting or an adjournment of the Meeting.

A shareholder who has given a proxy may revoke it as to any matter upon which a vote has not already been cast pursuant to the authority conferred by the proxy.

A proxy may be revoked by depositing an instrument in writing, executed by the shareholder or his or her attorney authorized in writing, or, if the shareholder is a corporation, under its corporate seal or signed by a duly authorized officer or attorney for the corporation at the office of Valiant, Suite 710, 130 King St. W, Box 34, Toronto, ON, M5X 1A9, at any time, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays) preceding the Meeting or an adjournment of the Meeting at which the proxy is to be used.

In addition, a proxy may be revoked by the shareholder executing another form of proxy bearing a later date and depositing same at the offices of the registrar and transfer agent of the Corporation within the time period set out under the heading "Voting of Proxies", or by the shareholder personally attending the Meeting or any adjournment thereof and voting his or her Shares. Any revocation made or delivered at the Meeting or any adjournment thereof shall be valid only with respect to matters not yet dealt with at the time such revocation is received by the Chairman or the Scrutineer of the Meeting.

VOTING OF PROXIES

All Shares represented at the Meeting by properly executed proxies will be voted and where a choice with respect to any matter to be acted upon has been specified in the form of proxy, the Shares represented by the proxy will be voted in accordance with such specifications. **In the absence of any such specifications, the management designees, if named as proxy, will vote IN FAVOUR of:**

- (i) **The election of directors;**
- (ii) **The appointment of auditors; and**
- (iii) **The resolution authorizing the use of the incentive stock option plan of the Corporation (the “Stock Option Plan”) in compliance with the policies of the Canadian National Stock Exchange (“CNSX”).**

The enclosed form of proxy confers discretionary authority upon the management designees, or other persons named as proxy, with respect to amendments to or variations of matters identified in the Notice of Meeting and any other matters that may properly come before the Meeting. At the date of this Circular, the Corporation is not aware of any amendments to, or variations of, or other matters that may come before the Meeting. In the event that other matters come before the Meeting, then the management designees intend to vote in accordance with the judgment of the management of the Corporation.

Proxies, to be valid, must be deposited at the office of Valiant, Suite 710, 130 King St. W, Box 34, Toronto, ON, M5X 1A9, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays) preceding the Meeting or an adjournment of the Meeting.

NON-REGISTERED SHAREHOLDERS

Only registered shareholders or the persons they appoint as their proxies are permitted to vote at the Meeting. However, in many cases, shares beneficially owned by a person (a “**Non-Registered Holder**”) are registered either (i) in the name of an intermediary (an “**Intermediary**”) that the Non-Registered Holder deals with in respect of the common shares, such as securities dealers or brokers, banks, trust companies, and trustees, as administrators of self-administered RRSPs, RRIFs, RESPs, and similar plans; or (ii) in the name of a clearing agency of which the Intermediary is a participant. In accordance with NI 54-101, the Corporation has distributed copies of the notice of meeting and this Circular (**collectively, the “Meeting Materials”**) to the clearing agencies and Intermediaries, for distribution to Non-Registered Holders. Intermediaries are required to forward the Meeting Materials to Non-Registered Holders, and often use a service company for this purpose. Non-Registered Holders will either:

- (a) typically, be provided with a computerized form (**often called a “voting instruction form”**) which is not signed by the Intermediary and which, when properly completed and signed by the Non-Registered Holder and returned to the Intermediary or its service company, will constitute voting instructions which the Intermediary must follow. The Non-Registered Holder will generally be given a page of instructions which contains a removable label containing a bar code and other information. In order for the applicable computerized form to validly constitute a voting instruction form, the Non-Registered Holder must remove the label from the instructions and affix it to the computerized form, properly complete and sign the form and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or service company. In certain cases, the Non-Registered Holder may provide such voting instructions to the Intermediary or its service company through the Internet or through a toll-free telephone number, or
- (b) less commonly, be given a proxy form which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted to the number of shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. In this case, the Non-Registered Holder who wishes to submit a proxy should properly complete the proxy form and submit it to Valiant, Suite 710, 130 King St. W, Box 34, Toronto, ON, M5X 1A9.

In either case, the purpose of these procedures is to permit the Non-Registered Holder to direct the voting of the common shares which they beneficially own.

Should a Non-Registered Holder who receives a voting instruction form wish to vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Holder), the Non-Registered Holder should print his or her own name, or that of such other person, on the voting instruction form and return it to the Intermediary or its service company. Should a Non-Registered Holder who receives a proxy form wish to vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Holder), the Non-Registered Holder should strike out the names of the persons set out in the proxy form and insert the name of the Non-Registered Holder or such other person in the blank space provided and submit it to Valiant at the address set out above.

In all cases, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when, where and by what means the voting instruction form or proxy form must be delivered.

A Non-Registered Holder may revoke voting instructions which have been given to an Intermediary at any time by written notice to the Intermediary.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The Corporation is authorized to issue an unlimited number of common shares, of which 64,325,252 Shares are issued and outstanding and entitled to vote at the Meeting on the basis of one vote for each Share held.

The holders of Shares of record at the close of business on the record date, set by the directors of the Corporation to be November 16, 2012 (the "**Record Date**"), are entitled to vote such Shares at the Meeting on the basis of one vote for each Share held, except to the extent that:

1. such person transfers his or her Shares after the Record Date; and
2. the transferee of those Shares produces properly endorsed share certificates or otherwise establishes his or her ownership to the Shares.

To the knowledge of the directors and senior officers of the Corporation, as at the date hereof, no persons beneficially own, directly or indirectly, or exercise control or direction over, more than 10% of the issued and outstanding Shares of the Corporation. Information as to the number of Shares beneficially owned, directly or indirectly or over which control or direction is exercised by the individuals noted below is in each case based upon information furnished by the individual and is as at November 13, 2012.

PARTICULARS OF MATTERS TO BE ACTED UPON

To the knowledge of the Corporation's directors, the only matters to be placed before the Meeting are those matters set forth in the accompanying Notice of Meeting relating to (i) the receipt of the financial statements and auditors' report thereon; (ii) the election of directors; (iii) the appointment of auditors; and (iv) the approval of the Corporation's Stock Option Plan.

I. Presentation of the Audited Annual Financial Statements

The audited annual financial statements of the Corporation for the fiscal year ended June 30, 2012 and the report of the auditors thereon will be presented to shareholders at the Meeting. The financial statements and the auditors' report thereon are available on SEDAR under the Corporation's profile at www.sedar.com.

II. Election of Directors

The board of directors of the Corporation (the "**Board**") presently consists of six (6) directors, all of whom are elected annually. It is proposed that the number of directors for the ensuing year also be fixed at six (6). It is proposed that the persons named below will be nominated at the Meeting. Each director elected will hold office until the next annual meeting of shareholders or until his successor is duly elected or appointed pursuant to the articles of the Corporation, unless his office is earlier vacated in accordance with the provisions of the *Business Corporations Act* (Ontario) (the "**OBCA**") or the Corporation's articles. It is the intention of the management designees, if named as proxy, to vote FOR the election of said persons to the board of directors. Management does not contemplate that any of such nominees will be unable to serve as directors; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, proxies in favour of management designees will be voted for another nominee in their discretion unless the shareholder has specified in his or her proxy that his or her Shares are to be withheld from voting in the election of directors.

The following table sets out the names of persons proposed to be nominated by management for election as a director; all positions and offices in the Corporation held by them; their principal occupation for the last five years; the periods during which they have served as a director; and the number of Shares

beneficially owned or controlled, directly or indirectly, by them or over which control or direction is exercised, as of the date hereof. Each director elected will hold office until the next annual meeting of the Corporation, unless his office is earlier vacated in accordance with the articles of the Corporation or becomes disqualified to act as a director.

Name of Proposed Nominees, Municipality of Residence and Proposed Position with OPC	Director Since	Principal Occupation During Last Five Years	Number of Shares Beneficially Owned or Controlled
Heather Welner Caledon, Ontario President, Chief Executive Officer and Director	Director since June 26, 2009	President, Chief Executive Officer and Director of Jaks Construction Ltd.	3,500,000 common shares 250,000 options 5.44%
Augustus Tanoh Ghana, West Africa Executive Vice-President	Director since July 7, 2011	Executive Vice-President of Organic Potash Corporation; consultant and manager of palm kernel export business	650,000 common shares 250,000 options 1.01%
Wally Rudensky ⁽¹⁾ Toronto, Ontario Director	Director since July 7, 2011	Chartered Accountant, Partner of MNP LLP (formerly part of EvansMartin LLP), Chartered Accountants	1,462,500 common shares 250,000 options 2.27%
Michael Galloro ⁽¹⁾ Toronto, Ontario Director	Director since July 7, 2011	Chartered Accountant	Nil common shares 250,000 options
Donald Gordon ⁽¹⁾ North Vancouver, BC Director	Director since July 7, 2011	Principal of DAG Consulting Corporation	620,000 common shares 250,000 options 0.96%
Jayson Schwarz Toronto, Ontario Director	Director since October 12, 2011	Lawyer, Schwarz Law LLP	4,412,500 common shares 1,700,000 options 6.86%

Notes:

(1) Member of the Audit Committee. Mr. Galloro is the Chairman of the Audit Committee.

Management recommends voting for the resolution to elect the nominated directors.

As at the date hereof, the directors and officers of the Corporation, as a group, beneficially owned, directly or indirectly, 11,010,000 Shares or approximately 17% of the issued and outstanding Shares. In addition, 3,100,000 Shares have been reserved for issuance to the directors and officers of the Corporation in respect of granting options. See “Executive Compensation - Incentive Stock Option Plan”.

Corporate Cease Trade Orders, Bankruptcies, Penalties or Sanctions

Except as otherwise disclosed in this Circular, to the best of the Corporation’s knowledge, none of the Corporation’s directors, officers, or shareholders holding a sufficient number of securities of the Corporation to materially affect the control of the Corporation is, or during the ten years preceding the date of this Circular, has been a director or officer of any issuer that, while the person was acting in that capacity:

- a) was the subject of a cease trade order or similar order, or an order that denied such issuer access to any exemption under securities legislation for a period of more than 30 consecutive days; or
- b) became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager, or trustee appointed to hold its assets.

Mr. Gordon is a director of Tomco Developments Inc. which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded on October 7, 2008 by the British Columbia Securities Commission and on January 5, 2009 by the Alberta Securities Commission for failure to file audited financial statements for the year ended May 31, 2008 and remains under the cease trade order as of the date of this Information Circular.

Penalties or Sanctions

To the best of the Corporation's knowledge, no director, officer, or shareholder holding a sufficient number of securities of the Corporation to materially affect the control of the Corporation has been subject to any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable investor making an investment decision.

Personal Bankruptcies

Except as otherwise disclosed in this Circular, to the best of the Corporation's knowledge, during the ten years preceding the date of this Circular, no director, officer, or shareholder holding a sufficient number of securities of the Corporation to materially affect the control of the Corporation or a personal holding company of any such person, has become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that individual.

III. Appointment of Auditors

The persons named in the enclosed form of proxy intend to vote for the appointment of Collins Barrow Toronto LLP, Chartered Accountants, of Toronto, Ontario, as auditors of the Corporation to hold office until the next annual meeting of shareholders and to authorize the directors of the Corporation to fix the auditors' remuneration. Collins Barrow Toronto LLP were first appointed auditors of the Corporation in 2011.

On the representations of the said auditors, neither that firm nor any of its partners has any direct financial interest nor any material indirect financial interest in the Corporation or any of its subsidiaries nor has had any connection during the past three years with the Corporation or any of its subsidiaries in the capacity of promoter, underwriter, voting trustee, director, officer or employee.

Management recommends voting for the resolution to appoint Collins Barrow Toronto LLP, Chartered Accountants, as the Corporation's auditors and to authorize the board of directors to fix their remuneration.

IV. Stock Option Plan

At the Meeting, shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, a resolution ratifying and confirming the adoption of the Corporation's stock option plan (the "Stock Option Plan"). The purpose of the Stock Option Plan is to allow the Corporation to grant options to directors, officers, consultants, employees and management company employees as additional compensation and as an opportunity to participate in the profitability of the Corporation. The granting of such option is intended to align the interests of such persons with that of the Corporation.

The full text of the Stock Option Plan, which makes a total of 10% of the issued and outstanding shares of the Corporation available for issuance thereunder, is attached to this Circular as Appendix "A".

The board of directors has unanimously approved the Stock Option Plan and recommends that shareholders vote FOR the following resolution to ratify and confirm the adoption of the Stock Option Plan:

"BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. The incentive stock option plan, as described in the Corporation's management information circular dated November 13, 2012, and as available for review at the Corporation's annual and special meeting to be held on December 19, 2012, be and the same is hereby authorized and approved;
2. The number of common shares of the Corporation reserved for issuance under the incentive stock option plan shall be no more than 10% of the Corporation's issued and outstanding common shares from time to time; and
3. The board of directors of the Corporation be and is authorized to make any changes to the incentive stock option plan if required by any such stock exchange or market upon which the common shares of the Corporation may be listed from time to time."

The foregoing resolution must be approved by a simple majority of the votes of shareholders cast in person or by proxy at the Meeting.

V. Other Matters

Management of the Corporation knows of no other matter to come before the Meeting other than those referred to in the notice of meeting. However, if any other matters which are not known to the management should properly come before the Meeting, the accompanying form of proxy confers discretionary authority upon the persons named therein to vote on such matters in accordance with their best judgment.

STATEMENT OF EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

For purposes of this Statement of Executive Compensation, "named executive officer" of the Corporation means an individual who, at any time during the year, was

- (a) The Corporation's chief executive officer ("CEO");
- (b) The Corporation's chief financial officer ("CFO");
- (c) Each of the Corporation's three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000, as determined in accordance with subsection 1.3(6) of Form 51-102F6, for that financial year; and
- (d) Each individuals who would be a named executive officer under paragraph (c) but for the fact that the individual was neither an executive officer of the Corporation, nor acting in a similar capacity, at the end of that financial year;

Based on the foregoing definition, during the last completed fiscal year of the Corporation, there were three Named Executive Officers, namely, Heather Welner, CEO, Jonathan Held, CFO and Augustus Tanoh, Executive Vice President.

All matters relating specifically to senior executive compensation are reviewed and approved by the board of directors. The board of directors has elected to not appoint a compensation committee. The board of directors of the Corporation is responsible for determining compensation including for the individual directors and officers of the Corporation, including the Chief Executive Officer. Given the stage of development of the Corporation, it is not currently envisioned that any of the directors will be paid director's fees. Rather, directors will be granted incentive stock options to help ensure their continued interest in the ongoing business and affairs of the Corporation. The board of directors reviews compensation for the officers of the Corporation, and any significant consulting or other agreements, to which the Corporation is a party, on an annual basis.

The Corporation's overall policy regarding compensation of the Corporation's executive officers is structured to provide salary levels and compensation incentives that support both the short-term and long-term goals of the Corporation, attract and retain and qualified executive management and establish a compensation framework which is industry competitive. The Corporation's policy is to recognize and reward individual performance as well as to place executive compensation within the range of the compensation levels in the industry.

The Corporation does not have a compensation program other than paying base salaries, incentive bonuses, and incentive stock options to the NEOs. The Corporation recognizes the need to provide a compensation package that will attract and retain qualified and experienced executives, as well as align the compensation level of each executive to that executive's level of responsibility.

The Corporation has no other forms of compensation, although payments may be made from time to time to individuals or companies they control for the provision of consulting services. Such consulting services are paid for by the Corporation at competitive industry rates for work of a similar nature by reputable arm's length service providers.

Base Salary

The objectives of the base salary are to recognize market pay, and acknowledge the competencies and skills of individuals. The base salary paid to the NEOs shall be reviewed annually by the board of directors as part of the annual review of executive officers. The decision on whether to grant an increase to the executive's base salary and the amount of any such increase shall be in the sole discretion of the board of directors.

Incentive Bonuses

The objectives of incentive bonuses in the form of cash payments are designed to add a variable component of compensation, based on corporate and individual performances for executive officers and employees. Other than a cash payment of \$25,000 to Augustus Tanoh on July 1, 2011 for reimbursement of prior expenditures, no incentive bonuses were paid to NEOs, other executive officers and employees during the most recently completed fiscal year ended June 30, 2012.

Option Based Awards

In accordance with the policies of the CNSX, the directors of the Corporation have adopted a Stock Option Plan, subject to shareholder and CNSX approval. The Stock Option Plan complies with the requirements of

the CNSX. Under the Stock Option Plan, the maximum number of shares that may be reserved for issuance under the Stock Option Plan will be a rolling number, not to exceed 10% of the issued and outstanding common shares of the Corporation at the time of the stock option grant. The Stock Option Plan will be a “rolling” stock option plan.

Compensation Source	Description of Compensation	Compensation Objectives
Annual Base Salary (all NEOs)	Salary is market-competitive, fixed level of compensation	Retain qualified leaders, motivate strong business performance
Incentive Stock Option (all NEOs)	Equity grants are made in the form of stock options. The amount of grant will be dependent on individual and corporate performance	Retain qualified leaders, motivate strong business performance

Summary Compensation Table

The following table summarizes the compensation paid to each NEO of the Corporation during the most recently completed financial year end to June 30, 2012:

Name and Principal Position	Fiscal Year	Salary (\$)	Share based awards ⁽²⁾ (\$)	Option-based awards ⁽³⁾ (\$)	Non equity incentive plan compensation ⁽¹⁾ (\$)		Pension value (\$)	All other compensation ⁽²⁾ (\$)	Total compensation
					Annual incentive plans	Long term incentive plans			
Heather Welner, CEO	2012	\$200,000	Nil	Nil	Nil	Nil	Nil	\$28,170	Heather Welner, CEO
Jonathan Held, CFO	2012	\$96,000	Nil	Nil	Nil	Nil	Nil	\$16,902	Jonathan Held, CFO
Augustus Tanoh, Executive VP	2012	\$170,000	Nil	Nil	Nil	Nil	Nil	\$29,000	Augustus Tanoh, Executive VP

Notes:

- (1) “Non-equity Incentive Plan Compensation” includes all compensation under an incentive plan or portion of an incentive plan that is not an equity incentive plan.
- (2) “Share-based Awards” means an award under an equity incentive plan of equity-based instruments that do not have option-like features, including, for greater certainty, common shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, common share equivalent units, and stock.
- (3) “Option-based Awards” means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights, and similar instruments that have option-like features.

Employment Contracts

OPC has a policy to enter into employment contracts with each of its employees which include, among other things, noncompetition, confidentiality, intellectual property and non-solicitation clauses. Senior management contracts provide for an annual salary and benefits.

Heather Welner

Heather Welner, the Chief Executive Officer of OPC, is retained pursuant to a consulting contract with her consulting company. The contract provides for a base compensation of \$200,000 per annum, payable in equal amounts monthly. The agreement also contains certain non-competition and non-disclosure provisions and other conditions as follows:

Ms. Welner will be covered by comprehensive director's and officer's insurance, which will be maintained by the Corporation.

The Corporation shall pay all reasonable and necessary expenses actually and properly incurred by Ms. Welner from time to time in furtherance of, or in connection with, the business in accordance with Corporation's policies, including, but not by way of limitation, all travel expenses, parking, promotional and conference/trade and entertainment expenses. If any such expenses are paid in the first instance by Ms. Welner in good faith and acting reasonably, the Corporation shall reimburse Ms. Welner therefor, subject to the receipt by the Corporation of statements and vouchers in form reasonably satisfactory to it.

Jonathan Held

Jonathan Held, the CFO of OPC, is retained pursuant to a consulting contract with a professional services company. The contract provides for a base compensation of \$96,000 per annum, payable in equally monthly amounts. The agreement also contains certain non-competition and non-disclosure provisions and other conditions summarized as follows;

Mr. Held will be covered by comprehensive director's and officer's insurance, which will be maintained by the Corporation.

The Corporation shall pay all reasonable and necessary expenses actually and properly incurred by Mr. Held from time to time in furtherance of, or in connection with, the Business in accordance with Corporation's policies, including, but not by way of limitation, all travel expenses, parking, promotional and conference/trade expenses. If any such expenses are paid in the first instance by Mr. Held in good faith and acting reasonably, the Corporation shall reimburse Mr. Held therefor, subject to the receipt by the Corporation of statements and vouchers in form reasonably satisfactory to it.

Augustus Tanoh

Augustus Tanoh, the Executive VP of OPC, is retained pursuant to a consulting contract. The contract provides for a base compensation of \$170,000 per annum, payable in equally monthly amounts. The agreement also contains certain non-competition and non-disclosure provisions and other conditions summarized as follows;

Mr. Tanoh will be covered by comprehensive director's and officer's insurance, which will be maintained by the Corporation.

The Corporation shall pay all reasonable and necessary expenses actually and properly incurred by Mr. Tanoh from time to time in furtherance of, or in connection with, the Business in accordance with Corporation's policies, including, but not by way of limitation, all travel, promotional and conference/trade expenses. If any such expenses are paid in the first instance by Mr. Tanoh in good faith and acting reasonably, the Corporation shall reimburse Mr. Tanoh therefor, subject to the receipt by the Corporation of statements and vouchers in form reasonably satisfactory to it.

Annual Base Salary

Base salary for the NEOs is determined by the board of directors primarily by comparison of the remuneration paid by other companies with the same size and industry and with publicly available information on remuneration.

The annual base salary paid to the NEOs shall, for the purpose of establishing appropriate increases, be reviewed annually by the board of directors as part of the annual review of executive officers. The decision on whether to grant an increase to the executive's base salary and the amount of any such increase shall be in the sole discretion of the board of directors.

Long Term Incentive Plan (LTIP)

The Corporation does not have a formal or written LTIP in place, pursuant to which cash or non-cash compensation intended to serve as an incentive for performance (whereby performance is measured by reference to financial performance or the price of the Corporation's securities) was paid or distributed to the Named Executive Officer during the most recently completed financial year ended June 30, 2012.

Option Based Award

An option based award is in the form of an incentive stock option plan. The objective of the incentive stock option is to reward NEOs, employees, consultants and directors for their individual performance at the discretion of the board of directors.

Subject to shareholder approval and approval by the CNSX, the Corporation will maintain a formal stock option plan, under which stock options will be granted and may be granted to purchase a number equal to 10% of the Corporation's issued capital from time to time.

The stock option plan will be administered by the board of directors and the process to grant option-based awards to executive officers will be within the discretion of the directors.

All previous grants of option-based awards will be taken into account when considering new grants.

Incentive Plan Awards

Outstanding share-based awards and option-based awards

During the most recently completed fiscal year, no options were granted to the Named Executive Officers.

The following table sets forth the options granted to the Named Executive Officers to purchase or acquire securities of the Company outstanding at the most recently completed financial year ended June 30, 2012.

Name	Option-based awards				Share-based awards	
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)
Heather Welner, CEO	250,000	\$0.15	July 7, 2016	\$Nil	Nil	\$Nil
Jonathan Held, CFO	150,000	\$0.15	July 7, 2016	\$Nil	Nil	\$Nil
Augustus Tanoh, Executive VP	250,000	\$0.15	July 7, 2016	\$Nil	Nil	\$Nil

Incentive plan awards – value vested or earned during the year

The following table sets forth the value vested or earned during the year of option-based awards, share-based awards and non-equity incentive plan compensation paid to any Named Executive Officers during the most recently completed financial year ended June 30, 2012.

Name	Option-based awards – value vested during the year (\$)	Share-based awards – value vested during the year (\$)	Non-equity incentive plan compensation – value earned during the year (\$)
Heather Welner, CEO	\$28,170	\$Nil	\$Nil
Jonathan Held, CFO	\$16,902	\$Nil	\$Nil
Augustus Tanoh, Executive VP	\$28,170	\$Nil	\$Nil

An aggregate of 6,432,535 incentive stock options were granted during the fiscal year ended June 30, 2012, of which 650,000 incentive stock options were granted to NEOs.

Pension Plan Benefits

The Corporation does not provide retirement benefits for directors and executive officers. No funds were set aside or accrued by the Corporation during the fiscal year ended June 30, 2012 to provide pension, retirement or similar benefits for the Corporation's directors or officers pursuant to any existing plan provided or contributed to by the Corporation or its subsidiaries.

Termination and Change of Control Provisions

The engagement of Heather Welner, Jonathan Held and Augustus Tanoh, pursuant to their consulting agreements may be terminated in the following manner and in the following circumstances:

- 1) by the consultant, at any time and for any reason, providing that the Corporation receives six months' written notice;
- 2) by the Corporation, in its absolute discretion, without any notice or pay in lieu thereof, for cause (as such term is defined in the consulting agreements); or
- 3) by the Corporation, in its absolute discretion and for any reason, upon four months' written notice to the consultant or equivalent pay in lieu of notice.

Director Compensation

The Corporation does not compensate its directors in their capacities as such, although directors of the Corporation will be reimbursed for their expenses incurred in connection with their services as directors and may be issued stock options from time to time at the discretion of the board. It is anticipated that the Corporation will implement a compensation plan for its directors which will be consistent with industry standards.

Name	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation	Total (\$)
Augustus Tanoh	\$Nil	\$Nil	\$28,170	\$Nil	\$Nil	\$Nil	\$28,170
Don Gordon	\$Nil	\$Nil	\$28,170	\$Nil	\$Nil	\$Nil	\$28,170
Heather Welner	\$Nil	\$Nil	\$28,170	\$Nil	\$Nil	\$Nil	\$28,170
Jayson Schwarz	\$Nil	\$Nil	\$191,559	\$Nil	\$Nil	\$Nil	\$191,559
Michael Galloro	\$Nil	\$Nil	\$28,170	\$Nil	\$Nil	\$Nil	\$28,170
Wally Rudensky	\$Nil	\$Nil	\$28,170	\$Nil	\$Nil	\$Nil	\$28,170

(1) Mr. Schwarz received options as a consultant to the Corporation prior to joining the Board as a director.

INDEBTEDNESS OF DIRECTORS AND SENIOR OFFICERS

Aggregate Indebtedness

Other than disclosed herein, other than routine indebtedness, as that term is defined in paragraph 10.3(c) of Form 51-102F5 Information Circular (“**Form 52-102F5**”), no directors, executive officers and employees and no former directors, executive officers and employees of the Corporation is, or was, indebted to the Corporation or any of its subsidiaries in connection with a purchase of securities and all other indebtedness as at June 30, 2012.

Indebtedness of Directors and Executive Officers under Securities Purchase and Other Programs

Other than disclosed herein, other than routine indebtedness, as that term is defined in paragraph 10.3(c) of Form 51-102F5, no directors or executive officers of the Corporation, proposed nominees for election as a director of the Corporation and associates of such director, executive officers or proposed nominees is or was indebted to the Corporation or any of its subsidiaries as at June 30, 2012.

Directors' and Officers' Liability Insurance

The Corporation carries Directors' and Officers' Liability Insurance with public company securities claims coverage up to an aggregate limit of \$5,000,000 for all claims made or deemed made during the one-year term and a sub-limit of up to \$250,000 for all derivative investigations made or deemed during the one-year term.

AUDIT COMMITTEE

The Audit Committee's role is to act in an objective, independent capacity as a liaison between the auditors, management and the board of directors and to ensure the auditors have a facility to consider and discuss governance and audit issues with parties not directly responsible for operations.

The charter of the Audit Committee is set out in Appendix “B” of this Circular.

Composition of the Audit Committee

At present, the Audit Committee consists of Michael Galloro, Wally Rudensky and Donald Gordon. All members of the Audit Committee are independent within the meaning of that term as defined in section 1.4 of National Instrument 52-110 *Audit Committee* (“**NI 52-110**”). All members of the Audit Committee are financially literate as required by Part 1.6 of NI 52-110.

Relevant Education and Experience

The education and experience of each of the members of the Audit Committee is set out in this Circular. More specifically, some of the members of the Audit Committee have also taken accounting courses directly relating to financial statement preparation and analysis. Each of the members of the Audit Committee has a general understanding of the accounting principles used by the Corporation to prepare its financing statements and will seek clarification from the Corporation's auditors, where required. Each of the members of the Audit Committee also has direct experience in understanding accounting principles for private and reporting companies and experience in supervising one or more individuals engaged in the accounting for estimates, accruals and reserves and experience preparing, auditing analyzing or evaluating financial statements similar to those of the Corporation.

Wally Rudensky, CA

Mr. Rudensky is a Chartered Accountant with over 30 years of experience in public accounting as a taxation partner in Toronto. Mr. Rudensky has extensive experience in taxation and finance, with particular attention to corporate reorganizations in domestic and international settings. He has been active as the Chief Financial Officer of private and publicly traded companies utilizing his skills in finance, tax and administration. Mr. Rudensky has been a director of a number of public companies and companies preparing to be publicly traded and in these roles has been chairman of the audit and governance committees.

Don Gordon, MBA, CFA

Mr. Gordon, MBA, CFA, has operated as an independent consultant to investment dealers conducting business assessments for issuers in a wide range of industries during the past 12 years, including serving as a business development advisor for the Vancouver office of the Canadian National Stock Exchange. Previously he had 17 years of corporate finance and marketing management experience with the Vancouver Stock Exchange/CDNX. He is past President of the Vancouver Society of Financial Analysts, serving on the Canadian CFA advocacy committee for the past decade, is the founding Executive Director of the Canadian Listed Company Association, and serves as a director of a number of public companies.

Michael Galloro, CA

Michael Galloro is a Chartered Accountant with over 15 years of experience, having earned his designation while working for KPMG LLP. While engaged as Vice-President of Finance for a public company listed on the Toronto Stock Exchange, Mr. Galloro gained significant experience in finance and capital markets, corporate governance, human resources, and administration. Mr. Galloro pursued a consulting career working on various projects in compliance, valuations, mergers and acquisitions and initial public offerings.

Audit Committee Oversight

At no time since the commencement of the Corporation's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the board of directors.

Reliance on Certain Exemptions

The Corporation has not relied on any exemptions under section 2.4 *De Minimis Non-audit Services* of NI 52 – 110 or from Form 52-110F2 *Disclosure by Venture Issuer*, in whole or in part, granted under Part 8 of NI 52-110, during the financial year ended June 30, 2012.

Pre-Approval Policies and Procedures

Pursuant to the Audit Committee Charter, the Audit Committee must pre-approve all non-audit services to be provided to the Corporation or any subsidiary entities thereof by the external auditor of the Corporation and, to the extent considered appropriate, adopt specific policies and procedures in accordance with applicable laws for the engagement of such non-audit services; and/or delegate to one or more independent members of the Audit Committee the authority to pre-approve all non-audit services to be provided to the Corporation or any subsidiary entities thereof by the external auditor of the Corporation provided that the other members of the Audit Committee are informed of each such non-audit service.

External Auditor Services Fees (By Category)

The following tables sets out the “audit fees”, “audit-related fees”, “tax fees” and “other fees” billed in the years ended June 30, 2012 and June 30, 2011.

	Audit Fees and Audit Related Fees	Tax Fees	Other Fees
For the year ended June 30, 2012	\$20,000	\$Nil	\$Nil
For the year ended June 30, 2011	\$10,300	\$4,060	\$Nil

Exemption

The Corporation is relying upon the exemption set out in section 6.1 of NI 52-110 that provides that the Corporation, as a venture issuer, is not required to comply with Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations).

CORPORATE GOVERNANCE

General

National Policy 58-201 - *Corporate Governance Guidelines* and National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“**NI 58-101**”), which came into force on June 30, 2005, set out a series of guidelines for effective corporate governance. The guidelines address matters such as the composition and independence of corporate boards, the functions to be performed by boards and their committees, and the effectiveness and education of board members. Each reporting issuer, such as the Corporation, must disclose on an annual basis and in prescribed form, the corporate governance practices that it has adopted. The following is the Corporation's required annual disclosure of its corporate governance practices.

Board of Directors

Composition of the Board

NI 58-101, when taken with Section 1.4 of National Instrument 52-110 *Audit Committees*, (“**NI 52-110**”) provides that a member is “independent” if the member has no direct or indirect material relationship with the issuer, a “material relationship” being one which could, in the view of the Corporation’s board of directors, reasonably interfere with the exercise of a member’s independent judgment. To facilitate independence, the Corporation is committed to the following practices:

- 1) To expand the Board’s composition through the recruitment of strong, independent directors;
- 2) To maintain a majority of independent directors on the Board;
- 3) To ensure that all committees of the Board are constituted of a majority of independent directors, and solely independent directors, if possible.

The Corporation has determined that the following individuals are independent within the meaning of NI 58-101 and NI 52-110:

Wally Rudensky – Independent Director
 Don Gordon – Independent Director
 Jayson Schwarz – Independent Director
 Michael Galloro – Independent Director

The Corporation has determined that the following individuals are not independent based on the guidelines set forth in NI 58-101 and NI 52-110:

Heather Welner and Augustus Tanoh – Not independent as a result of their officer positions held with OPC.

Directorships

The following table sets forth a list of directors, officers and promoters who are, or have been within the past five years, a director, officer or promoter of any other reporting issuer, which table includes the number of other issuers of which the individual is currently a director, officer or promoter and the names of the reporting issuers with which the individual was involved, including the names and markets upon which they trade.

Director	Name of Reporting Issuer	Name of Exchange or Market	Position and Duration
Don Gordon	AFG Flameguard Ltd. (formerly Orca Power Corp.)	CNSX	Director since April 2004
	Abbastar Resources Corp.	TSXV	Director since 2007 and President since 2010
	Tomco Developments Inc.	CNSX	Director since December 2003
	Newlox Gold Ventures Corp.	CNSX	Director and CEO since August 2011
	Avatar Ocean Technology Inc.	Reporting Unlisted	Director since October 2011
	Tulox Resources Inc. (now Argentium Resources Inc.)	CNSX	Director from 2007 to 2011
	VisualVault Corporation	CNSX	Director from June 2010 to April 2011
	Whitewater Resources Ltd.	Reporting Unlisted	President and Director form 2011 to October 2012
	Canadian Data Preserve Inc.	CNSX	Director from June 2010 to August 2012
	0922519 B.C. Ltd. (now Super Nova Minerals Corp.)	CNSX	Director from October 2011 to October 2012
	0922518 B.C. Ltd.	Reporting Unlisted	Director since October 2011
	Ole Remediation Ltd.	Reporting Unlisted	Director since October 2012
	0941092 B.C. Ltd.	Reporting Unlisted	Director since October 2012

Director	Name of Reporting Issuer	Name of Exchange or Market	Position and Duration
Michael Galloro	Bellair Ventures Inc.	TSXV	Director and member of audit committee since March 2012
	Black Sparrow Capital Corp,	TSXV	Director, CEO and CFO since December 2011
	Goldstream Minerals Inc.	TSXV	CFO since August 2012
	Alberta Oilsands Inc.	TSXV	Interim CFO since July 2012
	Mahdia Gold Corp.	CNSX	CFO since September 2012
	Yangaroo Inc.	TSXV	CFO since December 2010
	Ethiopian Potash Corp.	TSXV	Director and CFO since November 2010
Wally Rudensky	Tolima Gold Inc.	TSXV	Director since October 2012, Chair of Audit Committee
	Cub Energy Inc.	TSXV	CFO August, 2010 to June, 2012 and August, 2012 to present
	Renforth Resources Inc.	CNSX	Director since April 2012, Chair of Audit Committee
	Black Sparrow Capital Corp.	TSXV	Director since December, 2011
	3P International Energy Corp.	TSXV	CFO from August 2010 to June 2012 and from August 2012 to present
	Ethiopian Potash Corp.	TSXV	Director from September 2010 to June 2011
	Quetzal Energy Ltd.	TSXV	CFO from October 2009 to September 2010

Orientation and Continuing Education of Board Members

If any new directors are appointed to the board of directors, then the existing directors will provide a brief orientation consisting of a telephone conference and a review of material transactions effected to-date by the Corporation, as well as the general nature and proceedings of the Board. The existing Board will also require the Corporation's legal counsel to provide a summary of the new director's duties and responsibilities as a member of the board of directors. Given the direct securities industry experience of the existing board of directors, the Corporation does not contemplate providing continuing education for directors at this time.

Measures to Encourage Ethical Business Conduct

Pursuant to the Business Corporations Act (Ontario), each of the directors of the Corporation is required to disclose any conflict of interest that any one of them may have in regard to any dealings with the Corporation. Each of the existing members of the board of directors has worked together in the past, either by being a director or officer of other reporting issuers. In the past, the board of directors has had discussions and meetings about the importance of full disclosure in regard to the business and affairs of a reporting issuer.

Given the experience of the board of directors, and their prior dealings, the Corporation, at this point in time, is not taking any additional steps to encourage and promote a culture of ethical business conduct.

Nomination of Board Members

The Corporation does not have in place a formal process to identify new candidates for board nomination or a person responsible for identifying new candidates or that is in the process of identifying new candidates. Given the direct securities experience of the existing board of directors, each director will utilize his own judgment in determining whether or not to put forth a person as a candidate for the board of directors of the Corporation and the appropriate forum for carrying out this task.

Compensation

The board of directors of the Corporation is responsible for determining compensation, including compensation for the individual directors and officers of the Corporation, such as the Chief Executive Officer. Given the stage of development of the Corporation, it is not currently envisioned that any of the directors will be paid director's fees. Rather, directors will be granted stock options to help ensure their continued interest in the ongoing business and affairs of the Corporation. The board of directors determines compensation for the officers of the Corporation, and any consulting or other agreements, to which the Corporation is a party, are reviewed on an annual basis.

Board Committees

At this time, the board of directors does not have any standing committees other than the Audit Committee. The Audit Committee's role is to act in an objective, independent capacity as a liaison between the auditors, management, and the board of directors and to ensure the auditors have a facility to consider and discuss governance and audit issues with parties not directly responsible for operations.

Assessments

Given the current stage of development of the Corporation, the Corporation does not yet have any formal policies or procedures in place to help ensure that the board, its committees, if any, and its individual directors are performing effectively. In the event that the business of the Corporation increases in size and scale, then the board of directors will determine whether it is appropriate to engage an outside consulting firm to make recommendations regarding the foregoing. Certain of the members of the board of directors have a direct financial interest in the Corporation, by virtue of being shareholders of the Corporation.

INTEREST OF CERTAIN PERSONS AND COMPANIES IN MATTERS TO BE ACTED UPON

Other than as set forth in this Circular, the management of the Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any person who has been a director or executive officer at any time since the beginning of the Corporation's last financial year or any proposed nominee for election as a director, or any associate or affiliate of any of the foregoing persons, in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditors. All of the directors and officers may receive options pursuant to the Stock Option Plan of the Corporation.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed in this Circular, neither the Corporation, nor any director or officer of the Corporation, nor any insider of the Corporation, nor any proposed nominee for election as a director of the Corporation, nor any associate or affiliate of any one of them, has or has had, at any time since the beginning of the Corporation's last completed financial year, any material interest, direct or indirect, in any transaction or proposed transaction that has materially affected or would materially affect the Corporation, except for any interest arising from the ownership of Shares where the shareholder will receive no extra or special benefit or advantage not shared on a pro-rata basis by all shareholders.

OTHER MATTERS TO BE ACTED UPON

There are no other matters to be considered at the Meeting which are known to the directors or senior officers of the Corporation at this time. However, if any other matters properly come before the Meeting, it is the intention of the persons named in the form of proxy accompanying this Circular to vote the same in accordance with their best judgment of such matters exercising discretionary authority with respect to amendments or variations of matters identified in the Notice of Meeting, and other matters which may properly come before the Meeting or any adjournment thereof.

ADDITIONAL INFORMATION

Additional information relating to the Corporation may be found on the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators at www.sedar.com. Financial information regarding the Corporation is provided in the Corporation's comparative financial statements and management's discussion and analysis for its most recently completed financial year. Shareholders of the Corporation may contact the Corporation at Suite 22, 10 Wilkinson Road, Brampton, Ontario, L6T 5B1, to request copies of the Corporation's financial statements and management's discussion and analysis.

GENERAL

All matters referred to herein for approval by the shareholders require a majority of the shareholders voting, in person or by proxy, at the Meeting.

The contents and sending of this Circular have been approved by the Board of Directors of the Corporation. Unless otherwise stated, the information contained herein is given as of the 13th day of November 2012.

Appendix "A"

ORGANIC POTASH CORPORATION

STOCK OPTION PLAN

i **The Plan**

A stock option plan (the "Plan") pursuant to which options to purchase Common Shares, or such other shares as may be substituted therefor ("Shares") in the capital stock of Organic Potash Corporation (the "Company") may be granted to the directors, officers and employees of, and to consultants retained by, the Company or any of its subsidiaries or affiliates is hereby established on the terms and conditions herein set forth.

ii **Purpose**

The purpose of this Plan is to advance the interests of the Company by encouraging the directors, officers and employees of, and consultants retained by, the Company or any of its subsidiaries or affiliates to acquire Shares, thereby (i) increasing the proprietary interests of such persons in the Company, (ii) aligning the interests of such persons with the interests of the Company's shareholders generally, (iii) encouraging such persons to remain associated with the Company or any of its subsidiaries or affiliates, and (iv) furnishing such persons with an additional incentive in their efforts on behalf of the Company or any of its subsidiaries or affiliates.

iii **Administration**

- (a) This Plan shall be administered by the board of directors of the Company (the "Board").
- (b) Subject to the terms and conditions set forth herein, the Board is authorized to provide for the granting, exercise and method of exercise of Options (as hereinafter defined), all on such terms (which may vary between Options granted from time to time) as it shall determine. In addition, the Board shall have the authority to: (i) construe and interpret this Plan and all option agreements entered into hereunder, (ii) prescribe, amend and rescind rules and regulations relating to this Plan and (iii) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board shall be binding on all Participants (as hereinafter defined) and on their legal, personal representatives and beneficiaries.
- (c) Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of this Plan, in whole or in part, to a committee of the Board or to the President or any other officer of the Company. Whenever used herein, the term "Board" shall be deemed to include any committee or officer to which the Board has, fully or partially, delegated responsibility and/or authority relating to the Plan or the administration and operation of this Plan pursuant to this Section 3.
- (d) Options to purchase the Shares granted hereunder ("Options") shall be evidenced by an agreement, signed on behalf of the Company and by the person to whom an Option is granted, which agreement shall be in such form as the Board shall approve. Initially, the form of agreement shall be in the form attached hereto as Exhibit "A", subject to such changes and amendments to the terms and conditions thereof as the Board or the President

may approve from time to time, with execution of an option agreement by an officer of the Company to constitute conclusive evidence as to the approval of all such terms and conditions.

iv Shares Subject to Plan

- (a) Subject to Section 15 below, the securities that may be acquired by Participants under this Plan shall consist of authorized but unissued Shares. Whenever used herein, the term "Shares" shall be deemed to include any other securities that may be acquired by a Participant upon the exercise of an Option the terms of which have been modified in accordance with Section 15 below.
- (b) The aggregate number of Shares reserved for issuance under this Plan shall be equal to 10% of the total number of Shares issued and outstanding from time to time (calculated on a non-diluted basis).
- (c) If any Option granted under this Plan shall expire or terminate for any reason without having been exercised in full, any unpurchased Shares to which such Option relates shall be available for the purposes of the granting of Options under this Plan.

v Maintenance of Sufficient Capital

The Company shall at all times during the term of this Plan ensure that the number of Shares it is authorized to issue shall be sufficient to satisfy the Company's obligations under all outstanding Options granted pursuant to this Plan.

vi Eligibility and Participation

- (a) The Board may, in its discretion, select any of the following persons to participate in this Plan:
 - (i) directors of the Company or any of its subsidiaries or affiliates;
 - (ii) officers of the Company or any of its subsidiaries or affiliates;
 - (iii) employees of the Company or any of its subsidiaries or affiliates; and
 - (iv) consultants retained by the Company or any of its subsidiaries or affiliates, provided such consultants have performed and/or continue to perform services for the Company or any of its subsidiaries or affiliates on an ongoing basis or are expected to provide a service of value to the Company or any of its subsidiaries or affiliates;(any such person having been selected for participation in this Plan by the Board is herein referred to as a "Participant").
- (b) The Board may from time to time, in its discretion, grant an Option to any Participant, upon such terms, conditions and limitations as the Board may determine, including the terms, conditions and limitations set forth herein, provided that Options granted to any Participant shall be approved by the shareholders of the Company if the rules of any stock exchange on which the Shares are listed require such approval.

- (c) Options will not be granted to an officer, employee or consultant of the Company, unless such Participant is a *bona fide* officer, employee or consultant of the Company.

vii Exercise Price

The Board shall, at the time an Option is granted under this Plan, fix the exercise price at which Shares may be acquired upon the exercise of such Option provided that such exercise price shall not be less than that from time to time permitted under the rules of any stock exchange or exchanges on which the Shares are then listed. In addition, the exercise price of an Option must be paid in cash. Shareholder approval shall be obtained by the Company prior to any reduction to the exercise price if the affected Participant is an insider (as defined in the *Securities Act* (Ontario)) of the Company at the time of the proposed amendment.

viii Number of Optioned Shares

The number of Shares that may be acquired under an Option granted to a Participant shall be determined by the Board as at the time the Option is granted, provided that:

- (a) the aggregate number of Shares reserved for issuance under this Plan, together with any other security based compensation arrangement of the Company, shall not, at the time of grant, exceed 10% of the total number of issued and outstanding Shares (calculated on a non-diluted basis) unless the Company receives the permission of the stock exchange or exchanges on which the Shares are then listed to exceed such threshold;
- (b) the aggregate number of Shares reserved for issuance to any one Participant under this Plan or any other plan of the Company, shall not exceed 5% of the total number of issued and outstanding Shares (calculated on a non-diluted basis) in any 12 month period (and, in the case of consultants and persons retained to perform investor relation activities, shall not exceed 2% in any 12 month period) unless the Company receives the permission of the stock exchange or exchanges on which the Shares are listed to exceed such threshold; and
- (c) the Company shall obtain shareholder approval for grants of Options to insiders (as defined in the *Securities Act* (Ontario)), of a number of Options exceeding 10% of the issued Shares, within any 12 month period.

ix Term

The period during which an Option may be exercised (the "Option Period") shall be determined by the Board at the time the Option is granted, subject to any vesting limitations which may be imposed by the Board in its sole unfettered discretion at the time such Option is granted, and subject to Sections 11, 12 and 16 below, provided that:

- (a) no Option shall be exercisable for a period exceeding 10 years from the date the Option is granted unless the Company receives the permission of the stock exchange or exchanges on which the Shares are then listed and as specifically provided by the Board, and as permitted under the rules of any stock exchange or exchanges on which the Shares are then listed;
- (b) no Option in respect of which shareholder approval is required under the rules of any stock exchange or exchanges on which the Shares are then listed shall be exercisable until such time as the Option has been approved by the shareholders of the Company;

- (c) the Board may, subject to the receipt of any necessary regulatory approvals, in its sole discretion, accelerate the time at which any Option may be exercised, in whole or in part; and
- (d) any Options granted to any Participant must expire within 90 days after the Participant ceases to be a Participant, and within 30 days for any Participant engaged in investor relation activities after such Participant ceases to be employed to provide investor relation activities, unless otherwise agreed upon by the board of directors.

x **Method of Exercise of Option**

- (a) Except as set forth in Sections 11 and 12 below or as otherwise determined by the Board, no Option may be exercised unless the holder of such Option is, at the time the Option is exercised, a director, officer, employee or consultant of the Company or any of its subsidiaries or affiliates.
- (b) Options that are otherwise exercisable in accordance with the terms thereof may be exercised in whole or in part from time to time.
- (c) Any Participant (or the Participant's legal, personal representative) wishing to exercise an Option shall deliver to the Company, at its principal office in the City of Brampton, Ontario:
 - (i) a written notice expressing the intention of such Participant (or the Participant's legal, personal representative) to exercise the Participant's Option and specifying the number of Shares in respect of which the Option is exercised; and
 - (ii) a cash payment, cheque or bank draft, representing the full purchase price of the Shares in respect of which the Option is exercised.
- (d) Upon the exercise of an Option as aforesaid, the Company shall use its reasonable efforts to forthwith deliver, or cause the registrar and transfer agent of the Shares to deliver, to the relevant Participant (or the Participant's legal, personal representative) or to the order thereof, a certificate representing the aggregate number of fully paid and non-assessable Shares as the Participant (or the Participant's legal, personal representative) shall have then paid for.

xi **Ceasing to be a Director, Officer, Employee or Consultant**

Subject to any written agreement between the Company and a Participant providing otherwise and subject to the Option Period, if any Participant shall cease to hold the position or positions of director, officer, employee or consultant of the Company or any of its subsidiaries or affiliates for any reason other than death or permanent disability of the Participant, the Option granted to the Participant will terminate at 5:00 p.m. (Toronto time) on the earlier of the date of the expiration of the Option Period and 90 days after the date such Participant ceases to hold the position or positions of director, officer, employee or consultant of the Company as the case may be, and ceases to actively perform services for the Company unless otherwise agreed upon by the board of directors. An Option granted to a Participant who performs Investor Relations services on behalf of the Company shall terminate on the date of termination of the employment or cessation of services being provided and shall be subject to exchange policies and procedures for the termination of Options for Investor Relations services. For greater certainty, the termination of any Options held by the Participant, and the period during which the Participant may exercise any Options, shall be without regard to

any notice period arising from the Participant's ceasing to hold the position or positions of director, officer, employee or consultant of the Company or any of its subsidiaries or affiliates.

Neither the selection of any person as a Participant nor the granting of an Option to any Participant under this Plan shall (i) confer upon such Participant any right to continue as a director, officer, employee or consultant of the Company or any of its subsidiaries or affiliates, as the case may be, or (ii) be construed as a guarantee that the Participant will continue as a director, officer, employee or consultant of the Company or any of its subsidiaries or affiliates, as the case may be.

xii Death and Permanent Disability of a Participant

Subject to any written agreement between the Company and a Participant providing otherwise and subject to the Option Period, in the event of the death or permanent disability of a Participant, any Option previously granted to the Participant shall be exercisable until the end of the Option Period or until the expiration of 12 months after the date of death or permanent disability of such Participant, whichever is earlier, and then only:

- (a) by the person or persons to whom the Participant's rights under the Option shall pass by the Participant's will or applicable law; and
- (b) to the extent that the Participant was entitled to exercise the Option as at the date of the Participant's death or permanent disability.

xiii Rights of Participants

No person entitled to exercise any Option granted under this Plan shall have any of the rights or privileges of a shareholder of the Company in respect of any Shares issuable upon exercise of such Option until such Shares have been paid for in full and issued to such person.

xiv Proceeds from Exercise of Options

The proceeds from any sale of Shares issued upon the exercise of Options shall be added to the general funds of the Company and shall thereafter be used from time to time for such corporate purposes as the Board may determine and direct.

xv Adjustments

- (a) The number of Shares subject to the Plan shall be increased or decreased proportionately in the event of the subdivision or consolidation of the outstanding Shares of the Company, and in any such event a corresponding adjustment shall be made to the number of Shares deliverable upon the exercise of any Option granted prior to such event without any change in the total price applicable to the unexercised portion of the Option, but with a corresponding adjustment in the price for each Share that may be acquired upon the exercise of the Option. In case the Company is reorganized or merged or consolidated or amalgamated with another corporation, appropriate provisions shall be made for the continuance of the Options outstanding under this Plan and to prevent their dilution or enlargement.
- (b) Adjustments under this Section 15 shall be made by the Board, whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and

conclusive. No fractional Shares shall be issued upon the exercise of an Option following the making of any such adjustment.

xvi **Change of Control**

Notwithstanding the provisions of section 10, or any vesting restrictions otherwise applicable to the relevant Options, in the event of a sale by the Company of all or substantially all of its assets or in the event of a change of control of the Company, each Participant shall be entitled to exercise in whole or in part the Options granted to such Participant hereunder either during the term of the Option or within 90 days after the date of sale or change of control, whichever first occurs.

For the purpose of this Plan change of control of the Company means and shall be deemed to have occurred if and when:

- (a) the acceptance by the holders of Shares of the Company, representing in the aggregate of more than 35% of all issued Shares of the Company, of any offer, whether by way of a takeover bid or otherwise, for all or any of the Shares of the Company; or
- (b) the acquisition, by whatever means (including, without limitation, amalgamation, arrangement, consolidation or merger), by a person (or two or more persons who in such acquisition have acted jointly or in concert or intend to exercise jointly or in concert any voting rights attaching to the Shares acquired), directly or indirectly, of the beneficial ownership of such number of Shares or rights to Shares of the Company, which together with such person's then owned Shares and rights to Shares, if any, represent (assuming the full exercise of such rights to voting securities) more than 35% of the combined voting rights of the Company's then outstanding Shares, inclusive of the Shares that would be outstanding on the full exercise of all rights to Shares that would be outstanding on the full exercise of the rights to Shares; or
- (c) the entering into of any agreement by the Company to merge, consolidate, amalgamate, initiate an arrangement or be absorbed by or into another corporation; or
- (d) the passing of a resolution by the Board or shareholders of the Company to substantially liquidate the assets or wind-up the Company's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Company in circumstances where the business of the Company is continued and where the shareholdings remain substantially the same following the re-arrangement as that which existed prior to the re-arrangement); or
- (e) individuals who were members of the Board of the Company immediately prior to a meeting of the shareholders of the Company involving a contest, for or an item of business relating to the election of directors shall not constitute a majority of the Board following such election.

xvii **Transferability**

All benefits, rights and Options accruing to any Participant in accordance with the terms and conditions of this Plan shall be non-transferrable and non-assignable unless specifically provided herein. During the lifetime of a Participant any Options granted hereunder may only be exercised by the Participant

and in the event of the death or permanent disability of a Participant, by the person or persons to whom the Participant's rights under the Option pass by the Participant's will or applicable law.

xviii Amendment and Termination of Plan

The Board may, at any time, suspend or terminate this Plan. The Board may also at any time amend or revise the terms of this Plan, subject to the receipt of all necessary regulatory approvals provided that no such amendment or revision shall alter the terms of any Options theretofore granted under this Plan.

xix Necessary Approvals

The obligation of the Company to issue and deliver Shares in accordance with this Plan and options granted hereunder is subject to applicable securities legislation and to the receipt of any approvals that may be required from any regulatory authority or stock exchange having jurisdiction over the securities of the Company. If Shares cannot be issued to a Participant upon the exercise of an Option for any reason whatsoever, the obligation of the Company to issue such Shares shall terminate and any funds paid to the Company in connection with the exercise of such Option will be returned to the relevant Participant as soon as practicable.

xx Stock Exchange Rules

This Plan and any option agreements entered into hereunder shall comply with the requirements from time to time of the stock exchange or exchanges on which the Shares are listed.

xxi Right to Issue Other Shares

The Company shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, issuing further Shares, varying or amending its share capital or corporate structure or conducting its business in any way whatsoever.

xxii Notice

Any notice required to be given by this Plan shall be in writing and shall be given by registered mail, postage prepaid or delivered by courier or by facsimile transmission addressed, if to the Company, at its principal address in Brampton, Ontario, Attention: The President; or if to a Participant, to such Participant at his address as it appears on the books of the Company or in the event of the address of any such Participant not so appearing then to the last known address of such Participant; or if to any other person, to the last known address of such person.

xxiii Interpretation

This Plan will be governed by and construed in accordance with the laws of the Province of Ontario.

Exhibit "A"

Without prior written approval of the Canadian National Stock Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the Canadian National Stock Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert date that is four months and one day after the date of grant of the option].

OPTION AGREEMENT

This Agreement dated the • day of •, 2012,

B E T W E E N:

Organic Potash Corporation, a company incorporated under the laws of Ontario (hereinafter called the "Company"),

- and -

•, of the City of •, in the Province of • (hereinafter called the "Participant")

WHEREAS the Participant is a director, officer, employee of, or consultant retained by, the Company or any of its subsidiaries or affiliates and has been designated by the Company as eligible to participate in the _____ Stock Option Plan (the "Plan");

AND WHEREAS the Company desires to grant to the Participant an option to purchase Common Shares of the Company (the "Shares") in accordance with the terms of the Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. The Company hereby grants to the Participant an option (the "Option") to purchase all or any part of • Shares at a price of \$• per share, subject to the terms and conditions set forth herein.
2. The Option expires and terminates at 5:00 p.m. (Toronto time) on the day (the "Expiry Date") that is the earlier of (i) the 5th anniversary of the date hereof and (ii) the dates determined by Sections 6 and 7 below.
3. Subject to the more specific provisions of the Stock Option Plan, the Shares optioned under this Agreement shall vest as directed by the Board of Directors granting the options.

4. Except as provided in Sections 6 and 7 below, the Option may only be exercised while the Participant is a director, officer, employee or consultant of the Company or any of its subsidiaries or affiliates. The Participant (or the Participant's legal or personal representative) may exercise the Option by delivering to the Company, at its principal office in Brampton, Ontario:
 - a. a written notice expressing the intention to exercise the Option and specifying the number of Shares in respect of which the Option is exercised;
 - b. a cash payment, cheque or bank draft, representing the full purchase price of the Shares in respect of which the Option is exercised; and
 - c. in the event that the Option is exercised in accordance with this Agreement by persons other than the Participant, proof satisfactory to the Company of the right of such persons to exercise the Option.

Notwithstanding anything else contained herein, at or after the time that any Option could be exercised by a Participant, the Participant may elect to surrender, in whole or in part, his or her rights under any Option by written notice given to the Company stating that such Participant wishes to surrender his or her Option in exchange for a payment by the Company of a cash amount per Option equal to the difference between the exercise price of the Option and the closing price of the Shares on the stock exchange on which the Shares are then listed. The Board of Directors of the Company has the sole discretion to consent to or disapprove of the election of the Participant to receive cash pursuant hereto. If the Board disapproves of the election, the Participant may (i) exercise the Option under Section 4(a), (b) and (c) or (ii) retract the request to exercise such Option

5. Upon the exercise of the Option as aforesaid, the Company shall employ its reasonable efforts to forthwith deliver, or cause the registrar and transfer agent of the Shares to deliver, to the Participant (or the Participant's legal, personal representative) or to the order thereof, a certificate representing the aggregate number of fully paid and non-assessable Shares as the Participant (or the Participant's legal, personal representative) shall have then paid for.
6. If the Participant shall cease to be a director, officer, employee or consultant of the Company for any reason other than death or permanent disability, the Option granted herein shall expire and terminate at 5:00 p.m. (Toronto time) on the day that is the earlier of the (i) 90th day after the date the Participant ceases to be a director, officer or employee of the Company and (ii) the 5th anniversary of the date hereof.
7. In the event of the death or permanent disability of the Participant, the Option shall be exercisable until 5:00 p.m. (Toronto time) on the day that is the earlier of (i) 12 months after the date of death or permanent disability of the Participant and (ii) the 5th anniversary of the date hereof, and then, only:
 - a. by the person or persons to whom the Participant's rights under the Option shall pass by the Participant's will or applicable law; and
 - b. to the extent that the Participant was entitled to exercise the Option as at the date of the Participant's death or permanent disability.
8. The Participant acknowledges and agrees that neither the selection of the Participant as a Participant under the Plan nor the granting of the Option hereunder shall: (i) confer upon the Participant any

right to continue as a director, officer, employee or consultant of the Company or any of its subsidiaries or affiliates, as the case may be, or (ii) be construed as a guarantee that the Participant will continue as a director, officer, employee or consultant of the Company or any of its subsidiaries or affiliates, as the case may be. The Participant further acknowledges and agrees that this Agreement and the Option granted hereby shall in no way constitute the basis for a claim for damages by the Participant against the Company in the event of the termination of the employment of the Participant with the Company or any of its subsidiaries or affiliates for any reason whatsoever, including the Participant's wrongful dismissal, and the Participant hereby releases and forever discharges the Company from all claims and rights of action for damages whatsoever based upon or arising out of this Agreement and the Option.

9. The Participant shall not have any of the rights or privileges of a shareholder of the Company in respect of any Shares issuable upon exercise of the Option until such Shares have been paid for in full and issued to the Participant.
10. The number of Shares deliverable upon the exercise of the Option shall be increased or decreased proportionately in the event of the subdivision or consolidation of the outstanding Shares of the Company prior to the Expiry Date, without any change in the total price applicable to the unexercised portion of the Option, but with a corresponding adjustment in the price for each Share covered by the Option. In case the Company is reorganized or merged or consolidated or amalgamated with another corporation, appropriate provisions shall be made for the continuance of the Option and to prevent its dilution or enlargement. Adjustments under this Section 10 shall be made by the board of directors of the Company (or by such committee or persons as may be delegated such authority pursuant to the Plan), whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Shares shall be issued on any such adjustment.
11. The Option and all benefits and rights accruing to the Participant hereunder shall not be transferrable or assignable unless specifically provided herein. During the lifetime of the Participant the Option granted hereunder may only be exercised by the Participant as herein provided and in the event of the death of the Participant, by the person or persons to whom the Participant's rights under the Option pass by the Participant's will or applicable law.
12. The Participant acknowledges and agrees that the Board may, at any time, suspend or terminate the Plan. The Board may also at any time amend or revise the terms of the Plan, provided that no such amendment or revision shall alter the terms of the Option granted herein.
13. The obligation of the Company to issue and deliver Shares on the exercise of the Option in accordance with the terms and conditions of this Agreement is subject to applicable securities legislation and to the receipt of any approvals that may be required from any regulatory authority or stock exchange having jurisdiction over the securities of the Company. If Shares cannot be issued to the Participant upon the exercise of the Option for any reason whatsoever, the obligation of the Company to issue such Shares shall terminate and any funds paid to the Company in connection with the exercise of the Option will be returned to the Participant as soon as practicable.
14. The Participant acknowledges to have read and understood the Plan and the Participant and the Company agree that all provisions thereof apply to the parties hereto and to this Agreement with the same effect as if such provisions were set out in this Agreement.

15. Time shall be of the essence of this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

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

ORGANIC POTASH CORPORATION

Per: _____

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness

•

Appendix "B"

AUDIT COMMITTEE CHARTER

ORGANIC POTASH CORPORATION

1. OVERALL PURPOSE AND OBJECTIVES

The Audit Committee will assist the directors (the "Directors") of the Corporation in fulfilling their responsibilities under applicable legal and regulatory requirements. To the extent considered appropriate by the Audit Committee or as required by applicable legal or regulatory requirements, the Audit Committee will review the financial reporting process of the Corporation, the system of internal controls and management of the financial risks of the Corporation and the audit process of the financial information of the Corporation. In fulfilling its responsibilities, the Audit Committee should maintain an effective working relationship with the Directors, management of the Corporation and the external auditor of the Corporation as well as monitor the independence of the external auditor.

2. AUTHORITY

(a) The Audit Committee shall have the authority to:

- (i) engage independent counsel and other advisors as the Audit Committee determines necessary to carry out its duties;
- (ii) set and pay the compensation for any advisors employed by the Audit Committee;
- (iii) communicate directly with the internal and external auditor of the Audit Corporation and require that the external auditor of the Corporation report directly to the Audit Committee; and
- (iv) seek any information considered appropriate by the Audit Committee from any employee of the Corporation.

(b) The Audit Committee shall have unrestricted and unfettered access to all personnel and documents of the Corporation and shall be provided with the resources reasonably necessary to fulfill its responsibilities.

3. MEMBERSHIP AND ORGANIZATION

(a) The Audit Committee will be composed of at least three members. The members of the Audit Committee shall be appointed by the Directors to serve one-year terms and shall be permitted to serve an unlimited number of consecutive terms. The majority of the members of the Audit Committee must be Directors who are independent and financially literate to the extent required by (and subject to the exemptions and other provisions set out in) applicable laws, rules and regulations, and stock exchange requirements ("Applicable Laws"). In this Charter, the terms "independent" and "financially literate" have the meaning ascribed to such terms by Applicable Laws, and include the meanings given to similar terms by Applicable Laws, including in the case of the term "independent" the terms "outside" and "unrelated" to the extent such latter terms are applicable under Applicable Laws.

- (b) The chairman of the Audit Committee will be an independent Director and will be appointed by the Audit Committee from time to time and must have such accounting or related financial management expertise as the Directors may determine in their business judgment.
- (c) The secretary of the Audit Committee will be the chosen by the Audit Committee.
- (d) The Audit Committee may invite such persons to meetings of the Audit Committee as the Audit Committee considers appropriate, except to the extent exclusion of certain persons is required pursuant to this Charter or Applicable Laws.
- (e) The Audit Committee may invite the external auditor of the Corporation to be present at any meeting of the Audit Committee and to comment on any financial statements, or on any of the financial aspects, of the Corporation.
- (f) The Audit Committee will meet as considered appropriate or desirable by the Audit Committee. Any member of the Audit Committee or the external auditor of the Corporation may call a meeting of the Audit Committee at any time upon 48 hours prior written notice.
- (g) All decisions of the Audit Committee shall be by simple majority and the chairman of the Audit Committee shall not have a deciding or casting vote.
- (h) Minutes shall be kept in respect of the proceedings of all meetings of the Audit Committee.
- (i) No business shall be transacted by the Audit Committee except at a meeting of the members thereof at which a majority of the members thereof is present.
- (j) The Audit Committee may transact its business by a resolution in writing signed by all the members of the Audit Committee in lieu of a meeting of the Audit Committee.

4. ROLE AND RESPONSIBILITIES

To the extent considered appropriate or desirable or required by applicable legal or regulatory requirements, the Audit Committee shall:

- (a) recommend to the Directors
 - (i) the external auditor to be nominated for the purpose of preparing or issuing an auditor's report on the annual financial statements of the Corporation or performing other audit, review or attest services for the Corporation, and
 - (ii) the compensation to be paid to the external auditor of the Corporation;
- (b) review the proposed audit scope and approach of the external auditor of the Corporation and ensure no unjustifiable restriction or limitations have been placed on the scope of the proposed audit;
- (c) meet separately and periodically with the management of the Corporation, the external auditor of the Corporation and the internal auditor (or other personnel responsible for the internal audit function of the Corporation) of the Corporation to discuss any matters that the Audit Committee, the external auditor of the Corporation or the internal auditor of the

Corporation, respectively, believes should be discussed privately;

- (d) be directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report on the annual financial statements of the Corporation or performing other audit, review or attest services for the Corporation, including the resolution of disagreements between management of the Corporation and the external auditor of the Corporation regarding any financial reporting matter and review the performance of the external auditor of the Corporation;
- (e) review judgmental areas, for example those involving a valuation of the assets and liabilities and other commitments and contingencies of the Corporation;
- (f) review audit issues related to the material associated and affiliated entities of the Corporation that may have a significant impact on the equity investment therein of the Corporation;
- (g) meet with management and the external auditor of the Corporation to review the annual financial statements of the Corporation and the results of the audit thereof;
- (h) review and determine if internal control recommendations made by the external auditor of the Corporation have been implemented by management of the Corporation;
- (i) pre-approve all non-audit services to be provided to the Corporation or any subsidiary entities thereof by the external auditor of the Corporation and, to the extent considered appropriate:
 - (i) adopt specific policies and procedures in accordance with Applicable Laws for the engagement of such non-audit services; and/or
 - (ii) delegate to one or more independent members of the Audit Committee the authority to pre-approve all non-audit services to be provided to the Corporation or any subsidiary entities thereof by the external auditor of the Corporation provided that the other members of the Audit Committee are informed of each such non-audit service;
- (j) consider the qualification and independence of the external auditor of the Corporation, including reviewing the range of services provided by the external auditor of the Corporation in the context of all consulting services obtained by the Corporation;
- (k) consider the fairness of the interim financial statements and financial disclosure of the Corporation and review with management of the Corporation whether,
 - (i) actual financial results for the interim period varied significantly from budgeted or projected results,
 - (ii) generally accepted accounting principles have been consistently applied,
 - (iii) there are any actual or proposed changes in accounting or financial reporting practices of the Corporation, and

- (iv) there are any significant or unusual events or transactions which require disclosure and, if so, consider the adequacy of that disclosure;
- (l) review the financial statements of the Corporation, management's discussion and analysis and any annual and interim earnings press releases of the Corporation before the Corporation publicly discloses such information and discuss these documents with the external auditor and with management of the Corporation, as appropriate;
- (m) review and be satisfied that adequate procedures are in place for the review of the public disclosure of the Corporation of financial information extracted or derived from the financial statements of the Corporation, other than the public disclosure referred to in paragraph 4(l) above, and periodically assess the adequacy of those procedures;
- (n) establish procedures for,
 - (i) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters, and
 - (ii) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters relating to the Corporation;
- (o) review and approve the hiring policies of the Corporation regarding partners, employees and former partners and employees of the present and any former external auditor of the Corporation;
- (p) review the areas of greatest financial risk to the Corporation and whether management of the Corporation is managing these risks effectively;
- (q) review significant accounting and reporting issues, including recent professional and regulatory pronouncements, and consider their impact on the financial statements of the Corporation;
- (r) review any legal matters which could significantly impact the financial statements of the Corporation as reported on by counsel and meet with counsel to the Corporation whenever deemed appropriate;
- (s) institute special investigations and, if appropriate, hire special counsel or experts to assist in such special investigations;
- (t) at least annually, obtain and review a report prepared by the external auditor of the Corporation describing:

the firm's quality-control procedures;

any material issues raised by the most recent internal quality-control review or peer review of the firm or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, in respect of one or more independent audits carried out by the firm, and any steps taken to deal with any such issues;

and (to assess the auditor's independence) all relationships between the independent auditor and the Corporation;

- (u) review with the external auditor of the Corporation any audit problems or difficulties and management's response to such problems or difficulties;
- (v) discuss the Corporation's earnings press releases, as well as financial information and earning guidance provided to analysts and rating agencies, if applicable; and
- (w) review this charter and recommend changes to this charter to the Directors from time to time.

5. COMMUNICATION WITH THE DIRECTORS

- (a) The Audit Committee shall produce and provide the Directors with a written summary of all actions taken at each Audit Committee meeting or by written resolution.
- (b) The Audit Committee shall produce and provide the Directors with all reports or other information required to be prepared under Applicable Laws.