

Ministère des
Services gouvernementaux

**Ontario
CERTIFICATE**

**This is to certify that these articles
are effective on**

CERTIFICAT

**Ceci certifie que les présents statuts
entrent en vigueur le**

1852450

JULY 08 JUILLET, 2011

Director / Directrice

Business Corporations Act / Loi sur les sociétés par actions

Form 4
Business
Corporations
Act

Formule 4
Loi sur les
sociétés par
actions

**ARTICLES OF AMALGAMATION
STATUTS DE FUSION**

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)
 Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT):

O	R	G	A	N	I	C		P	O	T	A	S	H		C	O	R	P	O	R	A	T	I	O	N					

2. The address of the registered office is:
 Adresse du siège social:
 10 Wilkinson Road, Suite 22

Street & Number or R.R. Number & if Multi-Office Building give Room No. /
Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

Brampton

ONTARIO

L 6 T 5 B 1

Name of Municipality or Post Office /
Nom de la municipalité ou du bureau de poste

Postal Code/Code postal

3. Number of directors is: Fixed number OR minimum and maximum 1 10
 Nombre d'administrateurs: Nombre fixe OU minimum et maximum 1 10

4. The director(s) is/are: / Administrateur(s):

First name, middle names and surname
Prénom, autres prénoms et nom de famille

Address for service, giving Street & No. or R.R. No., Municipality,
Province, Country and Postal Code
Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le
nom de la municipalité, la province, le pays et le code postal

Resident Canadian
State 'Yes' or 'No'
Résident canadien
Oui/Non

Heather Welner	10 Wilkinson Road, Suite 22 Brampton, Ontario L6T 5B1	Yes <input checked="" type="checkbox"/>
Wally Rudensky	75 Courtneypark Drive West Unit 1, Mississauga, Ontario L5W 0E3	Yes <input checked="" type="checkbox"/>
Augustus Tanoh	P.O. Box SR 67 Spinex Road, Tema, Ghana	No <input type="checkbox"/>

4. The director(s) is/are: / Administrateur(s):

First name, middle name and surname	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code	Resident Canadian State 'Yes' or 'No'
Michael Galloro	295 The West Mall, Suite 118 Toronto, Ontario M9C 4Z4	Yes
Don Gordon	1220-1111 West Hastings Street Vancouver, British Columbia V6E 2J3	Yes

5. Method of amalgamation, check A or B
 Méthode choisie pour la fusion – Cocher A ou B :

A - Amalgamation Agreement / Convention de fusion :



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

B - Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
 Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.
 et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
Organic Potash Corporation	002210538	2011	06	17
Tulox Real Estate Developments Inc.	1852449	2011	06	17

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None.

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

The Corporation is authorized to issue an unlimited number of shares of one class to be designated as Common Shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

Not applicable.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

None.

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

Subject to the provisions of the Business Corporations Act (Ontario) as amended or re-enacted from time to time, the directors may, without authorization of the shareholders:

- (i) borrow money on the credit of the Corporation;
- (ii) issue, re-issue, sell or pledge debt obligations of the Corporation;
- (iii) give a guarantee on behalf of the Corporation to secure performance of an obligation of any person;
- (iv) charge, mortgage, hypothecate, pledge or otherwise create a security interest in all or any of the currently owned or subsequently acquired property and assets of the Corporation, including, without limiting the generality of the foregoing, real and personal property, movable and immovable property, tangible and intangible assets, book debts, rights, powers, franchises and undertaking, to secure any obligation of the Corporation; and
- (v) the board of directors may from time to time by resolution delegate to a committee of directors or to one or more of the directors or officers of the Corporation all or any of the powers hereby conferred upon the board to such extent and in such manner as the board shall determine at the time of each such delegation. Nothing in this section shall limit or restrict the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and **original signature** of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / Nom et **signature originale** d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). **Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.**

TULOX REAL ESTATE DEVELOPMENTS INC.
Names of Corporations / Dénomination sociale des sociétés

By / Par

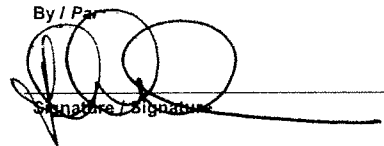

Signature / Signature

Anthony Chan
Print name of signatory /
Nom du signataire en lettres moulées

CEO
Description of Office / Fonction

ORGANIC POTASH CORPORATION
Names of Corporations / Dénomination sociale des sociétés

By / Par


Signature / Signature

HEATHER WELNER
Print name of signatory /
Nom du signataire en lettres moulées

CEO
Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

SCHEDULE "A"

DIRECTORS' STATEMENTS

IN THE MATTER OF AN AMALGAMATION

BETWEEN:

TULOX REAL ESTATE DEVELOPMENTS INC.


AND

ORGANIC POTASH CORPORATION

DIRECTOR'S STATEMENT

I, Anthony Chan, a director of Tulox Real Estate Developments Inc., provide the following statement pursuant to section 178(2) of the *Business Corporations Act* (Ontario) in connection with the amalgamation of Tulox Real Estate Developments Inc. and Organic Potash Corporation (collectively, the "amalgamated corporations"):

- (a) there are reasonable grounds for believing that,
 - (i) each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due, and
 - (ii) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes;
- (b) there are reasonable grounds for believing that,
 - (i) no creditor will be prejudiced by the amalgamation, or
 - (ii) adequate notice has been given to all known creditors of the amalgamating corporations;
- (c) the grounds upon which the objections of all creditors who have notified the corporation that they object to the amalgamation, setting forth with reasonable particularity the grounds for such objections, are either frivolous or vexatious; and
- (d) the corporation has given notice to each person who has, in the manner referred to in clause (c), notified the corporation of an objection to the amalgamation, that,
 - (i) the grounds upon which the person's objection is based are considered to be frivolous or vexatious, and
 - (ii) a creditor of a corporation who objects to an amalgamation has the status of a complainant under section 248. R.S.O. 1990, c. B.16, s. 178 (2).


Anthony Chan

IN THE MATTER OF AN AMALGAMATION

BETWEEN:

TULOX REAL ESTATE DEVELOPMENTS INC.

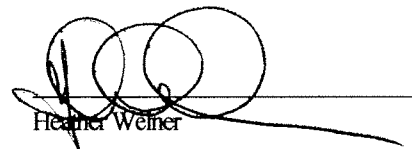
AND

ORGANIC POTASH CORPORATION

DIRECTOR'S STATEMENT

I, Heather Welner, a director of Organic Potash Corporation, provide the following statement pursuant to section 178(2) of the *Business Corporations Act* (Ontario) in connection with the amalgamation of Tulox Real Estate Developments Inc. and Organic Potash Corporation (collectively, the "amalgamated corporations"):

- (a) there are reasonable grounds for believing that,
 - (i) each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due, and
 - (ii) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes;
- (b) there are reasonable grounds for believing that,
 - (i) no creditor will be prejudiced by the amalgamation, or
 - (ii) adequate notice has been given to all known creditors of the amalgamating corporations;
- (c) the grounds upon which the objections of all creditors who have notified the corporation that they object to the amalgamation, setting forth with reasonable particularity the grounds for such objections, are either frivolous or vexatious; and
- (d) the corporation has given notice to each person who has, in the manner referred to in clause (c), notified the corporation of an objection to the amalgamation, that,
 - (i) the grounds upon which the person's objection is based are considered to be frivolous or vexatious, and
 - (ii) a creditor of a corporation who objects to an amalgamation has the status of a complainant under section 248. R.S.O. 1990, c. B.16, s. 178 (2).


Heather Welner

SCHEDULE "B"

THE AMALGAMATION AGREEMENT

AMALGAMATION AGREEMENT

This amalgamation agreement is made as of the 21st day of March, 2011.

BETWEEN:

TULOX REAL ESTATE DEVELOPMENTS INC., a company duly incorporated under the laws of the Province of British Columbia and having an office in the City of Vancouver (hereafter referred to as "TRED")

-and-

ORGANIC POTASH CORPORATION, a company duly incorporated under the laws of Ontario and having an office in the City of Brampton (hereafter referred to as "OPC")

WHEREAS upon the terms and subject to the conditions set out in this Agreement, the parties intend to effect an amalgamation whereby, among other things, TRED and OPC will combine and continue as one company in accordance with the terms and conditions hereof;

AND WHEREAS the board of directors of each of TRED and OPC has determined that it would be in the best interests of each company and the best interests of their respective shareholders to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, including the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the indicated meanings and grammatical variations of such words and terms will have corresponding meanings:

"Agreement", "this Agreement", "herein", "hereto" and "hereof" and similar expressions refer to this Agreement, as the same may be amended or supplemented from time to time and, where applicable, to the appropriate Schedules hereto;

"Amalgamation" means the amalgamation of TRED and OPC contemplated by this Agreement;

“Amalgamation Resolutions” means the respective special resolutions of TRED shareholders and OPC shareholders approving the Amalgamation, as required by the BCBCA and the OBCA;

“Applicable Laws” means applicable corporate laws, including the BCBCA, the OBCA, and all securities laws, regulations and rules, all policies thereunder and rules of applicable stock exchanges;

“Articles of Amalgamation” means the articles of amalgamation of Newco substantially in the form set out in Schedule A hereto;

“BCBCA” means the *Business Corporations Act* (British Columbia);

“Business Day” means any day, other than Saturday, Sunday and a statutory holiday in the Province of Ontario;

“Canadian GAAP” means Canadian generally accepted accounting principles, consistently applied;

“Certificate of Amalgamation” means the certificate of amalgamation issued by the Ontario Registrar under the OBCA giving effect to the Amalgamation;

“Closing” means the completion of the Amalgamation;

“CNSX” means the Canadian National Stock Exchange;

“Dissent Rights” means the right of dissent in respect of the Amalgamation Resolutions provided pursuant to the BCBCA and the OBCA;

“Dissenting Shareholders” means a TRED Shareholder or OPC Shareholder, as the case may be, who exercises Dissent Rights in connection with the Amalgamation Resolutions and has sent to TRED or OPC, as the case may be, a written objection and a demand for payment within the time limits and in the manner prescribed by section 185 of the OBCA and Part 8, Division 2 of the BCBCA;

“Effective Date” means the date of registration or filing indicated upon the Certificate of Amalgamation upon filing of the Articles of Amalgamation;

“Effective Time” means 12:01 a.m. (Toronto time) on the Effective Date;

“Escrow Agreement” means the agreement prepared in the form of escrow agreement prescribed under National Policy 46-201 that may be required to be entered into pursuant to the policies of the CNSX to be entered into among TRED, OPC, Computershare Trust Company of Canada, and certain shareholders of TRED and OPC, including all of the proposed directors, officers and consultants of Newco, whereby all securities of Newco, beneficially owned or controlled, directly or indirectly, or over which control or direction is exercised by the proposed directors, officers and consultants of Newco, and the respective affiliates or associates of any of them,

including any TRED shares or OPC shares deposited under any previous escrow agreements, shall be placed in and made subject to an escrow agreement as if the company was subject to the requirements of NP 46-201 that provides for the escrow of the principal insiders' shares to be released over a period of 36 months from the Effective Date in accordance with 4.3.1 thereof;

“Governmental Entity” means any (i) national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agent, commission, board or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

“IFRS” means International Financial Reporting Standards, consistently applied;

“Joint Information Circular” means the joint information circular of TRED and OPC with respect to each of the TRED Meeting and the OPC Meeting;

“License” means the license agreement made the 31st day of July, 2009 between GC TECHNOLOGY LIMITED a Company incorporated under the laws of the Republic of Ghana of Post Office Box CT1466, Accra and GC RESOURCES LIMITED a Company incorporated under the laws of the Republic of Ghana of Post Office Box CT1466, a wholly owned subsidiary of OPC.

“Newco” means the continuing company resulting from the Amalgamation;

“Newco Shares” means the common shares of Newco as provided for in the Articles of Amalgamation;

“Newco Options” means options to acquire Newco Shares to be issued by Newco in conjunction with the completion of the Amalgamation;

“Newco Warrants” means warrants exercisable into Newco Shares to be issued by Newco in conjunction with the completion of the Amalgamation;

“OBCA” means the *Business Corporations Act* (Ontario), as in effect as of the date hereof;

“Ontario Registrar” means the Ontario Registrar of Companies;

“OPC Financial Statements” means the audited financial statements of OPC for the period from incorporation on June 26, 2009 to June 30, 2010, together with the notes thereto, and unaudited interim financial statements of OPC for the six months ended December 31, 2010;

“OPC Governing Documents” means the Certificate of Incorporation and articles of incorporation of OPC and all amendments thereto;

“OPC Information Circular” means the portion of the Joint Information Circular to be sent to the OPC Shareholders in connection with the OPC Meeting and any reference herein to the OPC Information Circular shall include the OPC portion of the Joint Information Circular, as applicable;

“OPC Meeting” means the special meeting of OPC Shareholders to be held to consider the Amalgamation and all things necessary to effect the Amalgamation;

“OPC Optionholders” means the holders of OPC Options;

“OPC Options” means options to purchase OPC Shares;

“OPC Shareholders” means the holders of OPC Shares;

“OPC Shares” means the common shares of OPC as presently constituted;

“OPC Warrantholders” means the holders of OPC Warrants;

“OPC Warrants” means the outstanding warrants of OPC as presently constituted;

“Regulations” means all statutes, laws, rules, orders, directives and regulations in effect from time to time and made by governments or governmental agencies having jurisdiction over TRED or OPC, as applicable;

“Securities Laws” means any applicable Canadian provincial securities laws and any other applicable securities laws;

“Tax Act” means the *Income Tax Act* (Canada), together with any and all regulations promulgated thereunder, as amended from time to time;

“Taxes” means all taxes, however determined, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any federal, provincial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes including, but not limited to, federal income taxes and provincial income taxes, capital, payroll and employee withholding taxes, labour taxes, employment insurance, social insurance taxes, sales and use taxes, *ad valorem* taxes, value added taxes, excise taxes, franchise taxes, gross receipts taxes, business licence taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers’ compensation and other governmental charges, and other obligations of the same or of a similar nature;

“TRED Financial Statements” means the financial statements of TRED for the period from incorporation on June 11, 2010 to February 28, 2011, together with the notes thereto;

“TRED Governing Documents” means the Certificate of Incorporation and articles of incorporation of TRED and all amendments thereto;

“TRED Information Circular” means the portion of the Joint Information Circular to be sent to TRED Shareholders in connection with the TRED Meeting and any reference herein to the TRED Information Circular shall include the TRED portion of the Joint Information Circular, as applicable;

“TRED Meeting” means the special meeting of TRED Shareholders to be held to consider the Amalgamation and all things necessary to effect the Amalgamation transaction;

“TRED Optionholders” means the holders of TRED Options;

“TRED Options” means options to purchase TRED Shares;

“TRED Shareholders” means the holders of TRED Shares;

“TRED Shares” means the common shares of TRED as presently constituted and, for greater certainty, before giving effect to the Consolidation;

“TRED Warrantholders” means the holders of TRED Warrants;

“TRED Warrants” means the outstanding warrants of TRED as presently constituted;

1.2 Singular, Plural, etc.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Deemed Currency

In the absence of a specific designation of any currency, any dollar amount referenced herein shall be deemed to refer to lawful currency of Canada.

1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made.

1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.7 Attornment

Each of the parties hereby irrevocably and unconditionally consents to and submits to the jurisdiction of the courts of the Province of British Columbia in respect of all actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts) and further agrees that service of any process, summons, notice or document by single registered mail to the addresses of the parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either party in such court. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of British Columbia and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

1.8 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under Canadian GAAP or IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with Canadian GAAP for TRED and IFRS for OPC and the amalgamated corporation shall be pursuant to IFRS applied on a consistent basis.

1.9 Inclusive Terminology

Whenever used in this Agreement, the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitations, but rather shall mean “includes but is not limited to” and “including but not limited to”, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive.

1.10 Knowledge

In this Agreement, whenever a representation or warranty is made on the basis of the knowledge or awareness of TRED or OPC, as the case may be, such knowledge or awareness consists only of the actual knowledge or awareness, as of the date of this Agreement, of the officers of TRED or OPC, as the case may be, after that officer has made all inquiries and investigations in order to obtain or improve his or her knowledge or awareness in respect to the applicable matter, condition or circumstance that a reasonable and prudent individual seeking to diligently and in good faith make true and accurate disclosures, representations and warranties in respect to the applicable matter, condition or circumstances would make.

1.11 Incorporation of Schedules

Schedule A	Articles of Amalgamation
Schedule B	TRED and OPC Warrants and Options Outstanding
Schedule C	Financial Commitments
Schedule D	Material Contracts
Schedule E	Litigation

**ARTICLE 2
THE AMALGAMATION**

2.1 Amalgamation

TRED and OPC agree to amalgamate as of the Effective Time and to continue as one company on the terms and conditions set out in this Agreement. The Amalgamation shall be effective as of the Effective Time, which shall be 12:01 a.m. on the tenth Business Day following the TRED Meeting and the OPC Meeting, or such other date as the boards of directors of TRED and OPC may determine.

**ARTICLE 3
NEWCO**

2.2 Name

The name of Newco shall be "Organic Potash Corporation".

2.3 Registered and records office address

The registered and records office address of Newco shall be located at 10 Wilkinson Road, Unit 22, Brampton, Ontario, L6S 5B1, unless changed in accordance with the OBCA.

2.4 Authorized share capital

Newco shall be authorized to issue an unlimited number of common shares without par value. The rights, privileges, restrictions and conditions attaching to the shares shall be as set forth in Schedule A to this Agreement.

2.5 Restrictions on business

There shall be no restrictions on the business that Newco is authorized to carry on or on the powers Newco may exercise.

2.6 Number of directors

The board of directors of Newco shall, until otherwise changed in accordance with the OBCA, consist of five directors. The directors of Newco from time to time shall be empowered to determine the number of directors of Newco and the number of directors to be elected at future annual or special meetings of shareholders.

2.7 Initial directors

The first directors of Newco shall be the persons whose names and addresses appear below:

<u>Name</u>	<u>Address</u>	<u>Resident Canadian</u>
Heather Welner	10 Wilkinson Road, #22 Brampton, Ontario L6T 5B1	Yes
Wally Rudensky	75 Courtneypark Drive West Unit 1, Mississauga, Ontario, L5W 0E3	Yes
Augustus Tanoh	P.O.Box SR 67 Spinex Road, Tema, Ghana	No
Michael Galloro	295 The West Mall, Suite 118 Toronto, Ontario M9C 4Z4	Yes
Don Gordon	1220-1111 West Hastings Street Vancouver, British Columbia, V6E 2J3	Yes

Such directors shall hold office until the next annual meeting of shareholders of Newco or until their successors are elected or appointed.

2.8 Indemnification of resigning TRED directors

TRED and OPC agree that all rights to indemnification or exculpation now existing in favour of the current directors of TRED who are not continuing as directors of Newco, as provided in TRED's articles, shall survive the Amalgamation and shall continue in full force and effect for a period of not less than six years from the Effective Time.

2.9 First auditors

The first auditors of Newco shall be Grant Thornton LLP, Chartered Accountants, of Suite 401, 350 Burnhamthorpe Road W, Mississauga, Ontario, L5B 3J1, or such other accounting or auditing firm as may be agreed to by the parties. The first auditors of Newco shall hold office until the first annual meeting of Newco following the Amalgamation or until their successors are elected or appointed.

2.10 Notice of Articles and Articles

The Articles of Newco, until repealed, amended or altered, shall be the Articles set forth in Schedule A hereto. The Notice of Articles of Newco, until amended or altered, shall be the Notice of Articles contained in the Amalgamation application.

2.11 Exchange of Shares

As at the Effective Time,

- (a) TRED Shareholders will receive 1 Newco Share in exchange for every 2.5 TRED Shares, and all the TRED Shares will be cancelled;
- (b) OPC Shareholders will receive 1 Newco Share in exchange for each OPC Share, and all the OPC Shares will be cancelled;

2.13 Amalgamation

Upon obtaining shareholder approval to the continuation resolution, TRED will take all necessary steps to continue its jurisdiction out of British Columbia in order to complete the Amalgamation.

Newco will file the Amalgamation Agreement and articles of amalgamation with the Ontario Registrar so that, upon issuance by the Ontario Registrar of the Certificate of Amalgamation, the Amalgamation will be effective at the Effective Time on the effective Date.

2.14 Fractional shares

No fractional shares will be issued upon the Amalgamation and in the event that a TRED Shareholder or a OPC Shareholder would, but for this paragraph, have been entitled on the Amalgamation to receive a fraction of a Newco Share in exchange for TRED Shares or OPC Shares, registered in such holder's name, the number of Newco Shares issuable to such holder will be rounded up to the nearest whole number.

2.15 Stated capital accounts

Subject to reduction to effect payments made to Dissenting Shareholders as hereinafter set forth, the aggregate paid-up capital in the records of Newco shall be the aggregate of the paid-up capital as defined in the Tax Act of TRED and OPC immediately prior to the Effective Time. The amount of paid-up capital attributable to the Newco Shares shall be adjusted to reflect payments that may be made to Dissenting Shareholders.

2.16 Dissenting Shareholders

TRED Shares or OPC Shares which are held by a Dissenting Shareholder shall not be converted into Newco Shares. However, if a Dissenting Shareholder fails to perfect or effectively withdraws its claim under section 238 of the BCBCA or section 185 of the OBCA or

forfeits its right to make a claim under the BCBCA or the OBCA, as applicable, or if its rights as a shareholder of TRED or OPC, as the case may be, are otherwise reinstated, such TRED Shares or OPC Shares, as the case may be, shall be deemed to have been exchanged as of the Effective Date for Newco Shares as prescribed in Section 2.10.

2.17 Contribution of assets

Each of TRED and OPC shall contribute to Newco all its assets, subject to its liabilities, as such exist before the Effective Time.

2.18 Property of Newco

Newco shall possess all the property, rights, privileges and franchises and shall be subject to all the liabilities, contracts, disabilities and debts of each of TRED and OPC as they exist immediately before the Effective Time.

2.19 Share Certificates

Share certificates shall be issued in respect of the Newco Shares as at the Effective Date, and all the Certificates issued by TRED for TRED Shares and all of the Certificates issued by OPC for OPC Shares shall be deemed to be cancelled as at the Effective Date.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF TRED**

TRED represents and warrants to OPC that:

- (a) It has been validly incorporated and is existing under the laws of the Province of British Columbia;
- (b) TRED has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by TRED and constitutes a valid and binding agreement enforceable against TRED in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies such as specific performance are available only in the discretion of the court;
- (c) Schedule E of this Agreement sets forth, as of the date of this Agreement, a complete and correct list of each claim (other than immaterial claims), action, suit, arbitration, judicial, administrative and regulatory proceeding or investigation pending or, to the knowledge of TRED, threatened by or against TRED (i) for money damages, (ii) that seeks injunctive relief, (iii) that may give rise to any legal restraint on or prohibition against or limit the material benefits to

Newco of the transactions contemplated by this Agreement or (iv) that, if resolved in accordance with the plaintiff's demands, is reasonably likely to have a material adverse effect. Except as set forth in Schedule E of this Agreement, there is no judgment of any Governmental Entity or arbitrator outstanding against, or, to the knowledge of TRED, investigation, proceeding, notice of violation, order of forfeiture or complaint by any Governmental Entity involving TRED. Except as disclosed in Schedule E of this Agreement, TRED has not commenced any suit, claim, action, arbitration, investigation or judicial, administrative and regulatory proceeding; and

- (d) None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and provisions hereof do or will:
 - (i) result in a breach of, or violate any term or provisions of, the Notice of Articles or Articles of TRED;
 - (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which TRED is a party or by which it is bound or to which its property is subject, all as of the Effective Time;
 - (iii) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by TRED, or in the creation of any lien, charge, security interest or encumbrance upon any of the material assets of TRED under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other person any material interest or rights, including rights of purchase, termination, cancellation or acceleration; or
 - (iv) violate any provisions of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to TRED;
- (e) there are no outstanding warrants or options or agreements to acquire a right to a warrant or option;

that would, individually or in the aggregate, have a material adverse effect on TRED or materially impair the ability of TRED to perform its obligations hereunder or prevent or materially delay the Amalgamation or any of the transactions contemplated hereby.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF OPC

OPC represents and warrants to TRED that:

- (a) It has been validly incorporated and is existing under the laws of the Province of Ontario;
- (b) OPC has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by OPC and constitutes a valid and binding agreement enforceable against OPC in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies such as specific performance are available only in the discretion of the court;
- (c) OPC is the legal and beneficial owner of and has good and marketable title to the License, as previously disclosed to TRED. All agreements by which OPC holds an interest in the License is in good standing under Applicable Laws and all filings and work commitments required to maintain the License in good standing have been properly recorded and filed in a timely manner with the appropriate Governmental Entity and there are no Encumbrances or any other interests in or on such License except as disclosed herein. OPC has conducted and is conducting its business in material compliance with all Applicable Laws, including all Governmental Entity authorizations and instructions, whether in writing or oral, relating to the License. OPC has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel the License, that would, result in a Material Adverse Effect on OPC. Without limiting the generality of the foregoing, OPC has obtained all licenses and permits necessary for the operation of the business of OPC. OPC, has not taken any action which would impair the ability of OPC to obtain necessary licenses or permits in the future for the continued operation of such business, in accordance with Applicable Laws and requirements of all Governmental Entities;
- (d) Schedule E of this Agreement sets forth, as of the date of this Agreement, a complete and correct list of each claim (other than immaterial claims), action, suit, arbitration, judicial, administrative and regulatory proceeding or investigation pending or, to the knowledge of OPC, threatened by or against OPC (i) for money damages, (ii) that seeks injunctive relief, (iii) that may give rise to any legal restraint on or prohibition against or limit the material benefits to Newco of the transactions contemplated by this Agreement or (iv) that, if resolved in accordance with the plaintiff's demands, is reasonably likely to have a material adverse effect. Except as set forth in Schedule E of this Agreement, there is no judgment of any Governmental Entity or arbitrator outstanding against, or, to the knowledge of OPC, investigation, proceeding, notice of violation, order of forfeiture or complaint by any Governmental Entity involving OPC. Except as disclosed in Schedule E of this Agreement, OPC has not commenced any suit, claim, action, arbitration, investigation or judicial, administrative and regulatory proceeding; and

- (e) None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and provisions hereof do or will:
- (i) result in a breach of, or violate any term or provisions of, the Notice of Articles or Articles of OPC;
 - (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which OPC is a party or by which it is bound or to which its property is subject, all as of the Effective Time;
 - (iii) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by OPC, or in the creation of any lien, charge, security interest or encumbrance upon any of the material assets of OPC under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other person any material interest or rights, including rights of purchase, termination, cancellation or acceleration; or
 - (iv) violate any provisions of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to OPC;
- (f) there are no outstanding warrants or options or agreements to acquire a right to a warrant or option;

that would, individually or in the aggregate, have a material adverse effect on OPC or materially impair the ability of OPC to perform its obligations hereunder or prevent or materially delay the consummation of any of the transactions contemplated hereby.

ARTICLE 5 COVENANTS OF TRED

TRED covenants in favour of OPC that TRED shall:

- (a) convene and hold the TRED Meeting for the purpose of approving the Amalgamation;
- (b) include in the TRED Circular the unanimous recommendation of the board of directors that TRED Shareholders vote in favour of the Amalgamation, provided that such recommendation shall not have changed, modified or been withdrawn by the board of directors in order to satisfy fiduciary or other legal obligations;

- (c) take all other commercially reasonable actions that are necessary or desirable to secure the approval of the Amalgamation by the TRED Shareholders at the TRED Meeting, except to the extent that the board of directors has changed, modified or withdrawn its recommendation in accordance with the terms of this Agreement; and
- (d) not take or fail to take any action which would cause its representations or warranties to be untrue or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation.

ARTICLE 6 COVENANTS OF OPC

OPC covenants in favour of TRED that OPC shall:

- (a) convene and hold the OPC Meeting for the purpose of approving the Amalgamation;
- (b) include in the OPC Circular the unanimous recommendation of the board of directors that OPC Shareholders vote in favour of the Amalgamation, provided that such recommendation shall not have changed, modified or been withdrawn by the board of directors in order to satisfy fiduciary or other legal obligations;
- (c) take all other commercially reasonable actions that are necessary or desirable to secure the approval of the Amalgamation by the OPC Shareholders at the OPC Meeting, except to the extent that the board of directors has changed, modified or withdrawn its recommendation in accordance with the terms of this Agreement; and
- (d) not take or fail to take any action which would cause its representations or warranties to be untrue or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation.

ARTICLE 7 JOINT INFORMATION CIRCULAR

7.1 As promptly as reasonably practicable after the execution and delivery of this Agreement, the parties shall complete the Joint Information Circular, together with any other documents required hereunder by the *Securities Act* (British Columbia), the *Securities Act* (Ontario) or any other Applicable Laws, and, as promptly as reasonably practicable, the parties shall, unless otherwise agreed, cause the Joint Information Circular and all other documentation required in connection with the respective TRED Meeting and OPC Meeting to be sent to each of the respective TRED Shareholders and OPC Shareholders and filed as required by Applicable Laws.

**ARTICLE 8
PREPARATION OF FILINGS**

8.1 TRED and OPC shall use their respective commercially reasonable efforts to co-operate promptly in the preparation, seeking and obtaining of all circulars, filings, consents, regulatory approvals and other approvals and other matters in connection with this Agreement and the Amalgamation.

8.2 Each of TRED and OPC:

- (a) shall furnish to the other promptly all such information concerning it and its shareholders as may be reasonably required and, in the case of shareholders, as may be available to it, to effect the transactions contemplated by the Amalgamation;
- (b) covenants that no information furnished by it, including information to the best of its knowledge concerning shareholders, in connection with such actions, including the disclosure concerning it to be included in the Joint Information Circular, will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in light of the circumstances in which it is furnished.

8.3 Each of TRED and OPC shall promptly notify the other if at any time before the Effective Time it becomes aware that any disclosure concerning it in the Joint Information Circular or any other document required to be filed in connection with the Amalgamation contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Joint Information Circular or any such application or other document. In any such event, TRED and OPC shall, subject to the terms and conditions of this Agreement, co-operate in the preparation of an amendment or supplement to the Joint Information Circular or such application or other document, as required, and if required, shall cause the same to be distributed to the respective TRED Shareholders and OPC Shareholders and/or filed with the relevant regulatory authorities or other Governmental Entities.

**ARTICLE 9
MUTUAL CLOSING CONDITIONS**

9.1 The obligations of TRED and OPC to complete the transactions contemplated herein are subject to fulfillment of the following conditions precedent on or before the Effective Date or such other time as agreed upon by the parties:

- (a) a special resolution shall have been passed by the TRED Shareholders duly approving the Amalgamation in form and substance satisfactory to TRED and OPC, each acting reasonably;
- (b) a special resolution shall have been passed by the OPC Shareholders approving the Amalgamation, in form and substance satisfactory to TRED and OPC, each acting reasonably;
- (c) TRED and OPC shall have raised a minimum of three million dollars (\$3,000,000.00) through the issuance of twenty million (20,000,000) units of Newco at \$0.15 per unit, each unit consisting of one common share and one-half of one common share purchase warrant, with each whole warrant exercisable into one common share of Newco at \$0.30 for an exercise term to be determined by TRED and OPC and subject to an acceleration clause, to be raised in one tranche or in separate tranches, with the closing of the first tranche to occur on the closing of the amalgamation and listing on the CNSX;
- (d) there shall be no action taken under any existing applicable law or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any court, department, commission, board, regulatory body, government or governmental authority or similar agency, domestic or foreign, that:
 - (i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Amalgamation or any other transaction contemplated in this Agreement which are necessary to complete the Amalgamation; or
 - (ii) results in a judgment or assessment of material damage directly or indirectly relating to the transactions contemplated herein; or
 - (iii) which would have a material adverse effect on the completion of the Amalgamation.
- (e) TRED shall have transferred all rights, interests, claims and options held by TRED in any mineral claims, properties, and assets to a subsidiary, affiliated company, or other assignee or nominee company, or any combination thereof, in addition to taking all necessary steps permitted by law and any and all necessary corporate actions to spin off any other existing assets held by TRED prior to amalgamation, including but not limited to the creation of holding companies and the completion of a plan of arrangement, as deemed necessary and advisable in the sole discretion of the board of directors of TRED;
- (f) TRED and OPC shall have obtained all consents, approvals and authorizations (including, without limitation, all stock exchange, securities commission and other regulatory approvals) required or necessary in connection with the transactions contemplated herein on terms and conditions reasonably satisfactory to TRED and OPC;

- (g) the CNSX shall have conditionally approved the listing of the Newco Shares issuable under the Amalgamation, on terms reasonably satisfactory to each of TRED and OPC; and
- (h) TRED and OPC shall have completed due diligence to their mutual satisfaction.

The foregoing conditions are for the mutual benefit of TRED and OPC and may be waived, in whole or in part, by TRED and OPC together, at any time.

9.2 Upon issuance of the certificate of amalgamation under the OBCA by the Ontario Registrar in respect of the Amalgamation, all conditions set forth in this Article 9 shall be deemed to have been satisfied or waived.

ARTICLE 10 CONDUCT OF BUSINESS

10.1 Each of TRED and OPC covenants and agrees that, during the period from the date of this Agreement until the earlier of: (i) the Closing; or (ii) the date that this Agreement is terminated, unless the parties shall otherwise agree in writing, except as required by law or as otherwise expressly permitted or specifically contemplated by this Agreement:

- (a) the business of each of TRED and OPC shall be conducted only in, and TRED and OPC shall not take any action except in, the usual and ordinary course of business and consistent with past practice, and TRED and OPC shall use all commercially reasonable efforts to maintain and preserve their business organization, assets, officers and advantageous business relationships;
- (b) each of TRED and OPC shall not directly or indirectly do or permit to occur any of the following: (i) amend the TRED Governing Documents or OPC Governing Documents except pursuant to this Agreement; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its outstanding shares; (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any TRED Shares or OPC Shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, TRED Shares or OPC Shares, other than as set out in this Agreement; (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (v) split, combine or reclassify any of its shares except as set out in this Agreement; (vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of TRED or OPC; (vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;
- (c) each of TRED and OPC has not, and shall not, other than as disclosed herein, without prior consultation with and the consent of the other party (such consent not to be unreasonably withheld), directly or indirectly do any of the following other than in the ordinary course of its business : (i) sell, pledge dispose of or encumber any assets; (ii) expend or commit to expend any capital expenditures;

(iii) expend or commit to expend any amounts in excess of \$50,000 with respect to any operating expenses ; (iv) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment therein either by purchase of shares or securities, contributions of capital or property transfer; (v) acquire any assets; (vi) incur any indebtedness for borrowed money, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise become responsible for, the obligations of any other individual or entity, or make any loans or advances other than set out in this Agreement; (vii) authorize, recommend or propose any release or relinquishment of any material contract right; (viii) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material licence, lease, contract or other material document; or (ix) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing;

- (d) neither of TRED and OPC shall create any new TRED or OPC Officer Obligations and, except for the payment of existing TRED and OPC Officer Obligations, the parties shall not grant to any officer or director an increase in compensation in any form, grant any general salary increase, grant to any other employee any increase in compensation in any form or make any loan to any officer or director;
- (e) neither of TRED and OPC shall adopt or amend or make any contribution to any bonus, profit sharing, pension, retirement, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of employees;
- (f) neither of TRED and OPC shall take any action that would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;
- (g) neither of TRED and OPC will disclose to any person, other than officers, directors and key employees and professional advisers, any confidential information relating to the other party except information required to be disclosed by law or otherwise known to the public;
- (h) each of TRED and OPC will solicit proxies to be voted at its shareholders meeting in favour of the Amalgamation, provide notice to the other party of the meeting and allow the other party's representatives to attend the meeting unless such meeting is prohibited by rules governing such meeting; and conduct the meeting in accordance with its articles and any instrument governing such meeting, as applicable, and as otherwise required by law;
- (i) each of TRED and OPC will prepare (in conjunction with the other party), file and distribute to the shareholders in a timely and expeditious manner, the Joint

Information Circular, and any amendments or supplements to the Joint Information Circular, as required by applicable law in all jurisdictions where the same is required, compliant in all material respects with all applicable legal requirements on the date of issue thereof;

- (j) each of TRED and OPC shall indemnify and save harmless the other party and the directors, officers and agents of the other party against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which the other party, or any director, officer or agent thereof, may be subject or which the other party, or any director, officer or agent thereof may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of any misrepresentation or alleged misrepresentation in the Joint Information Circular relating to any information provided by the other party for inclusion in such Joint Information Circular, or any material in respect of the other party or its affiliates filed in compliance or intended compliance with Applicable Laws;
- (k) each of TRED and OPC will make available to the other party, and consents to the use of, TRED Financial Statements and OPC Financial Statements, as the case may be, and other information of the party which may be required to be disclosed in the Joint Information Circular or in other documents required under Applicable Laws and it will use its reasonable commercial best efforts to cause its auditors, to the extent required under Applicable Laws, to provide their consent to use of their report and use of their name in connection with any disclosure by the party of such TRED Financial Statements or OPC Financial Statements, as the case may be, provided that each of TRED and OPC agrees that it shall: (i) be liable to the other party for all losses, costs, damages and expenses whatsoever that the other party may suffer, sustain, pay or incur; and (ii) indemnify and save the other party and its officers and directors harmless from and against all claims, liabilities, actions, proceedings, demands, losses, costs, damages and expenses whatsoever which may be alleged against, threatened, brought against or suffered by the other party or its directors or officers as a result of the uses of the financial or other information provided under this section, provided that notwithstanding the foregoing: (A) the provisions of this section shall not release or diminish either party from any of its representations, warranties or covenants otherwise contained in this Agreement; and (B) the foregoing indemnity shall not apply to any financial or other information provided by one party to the other party that contained an untrue statement of a material fact or omitted to state a material fact that was required to be stated or that was necessary to make the TRED Financial Statements or OPC Financial Statements, as the case may be, not misleading;
- (l) each of TRED and OPC will include in the Joint Information Circular the unanimous recommendation of its board of directors that its shareholders vote in favour of the Amalgamation;

- (m) following requisite shareholder approval, each of TRED and OPC will on satisfaction of the conditions set forth in paragraph 9.1 hereof, endeavour to forthwith file articles of amendment to effect the Amalgamation with the Ontario Registrar;
- (n) except for proxies and other non-substantive communications with security holders, each of TRED and OPC will furnish promptly to the other party a copy of each notice, report, schedule or other document delivered, filed or received by the party in connection with the respective TRED Meeting or OPC Meeting; any filings under Applicable Laws; and any dealings with regulatory agencies in connection with the transactions contemplated herein;
- (o) each of TRED and OPC will make other necessary filings and applications under applicable Canadian federal and provincial and U.S. laws and Regulations required to be made in connection with the transactions contemplated herein and take all reasonable action necessary to be in compliance with such laws and regulations; and
- (p) each of TRED and OPC will promptly advise the other party of the number of shares for which it has received notices of dissent or written objections to the transactions contemplated by this Agreement and will provide the other party with copies of such notices or written objections.

ARTICLE 11 MUTUAL COVENANTS

11.1 TRED and OPC shall, as promptly as practicable hereafter, prepare and file any documents required under any Applicable Laws or any other applicable law relating to the Amalgamation and the transactions contemplated thereby.

11.2 Subject to the terms and conditions herein provided and to fiduciary obligations under applicable law as advised by counsel in writing, each of the parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and to co-operate with each other in connection with the foregoing, including using commercially reasonable efforts: (i) to obtain all necessary waivers, consents and approvals from other parties to material agreements, leases and other contracts (including, without limitation, the agreement of any persons as may be required pursuant to any agreement, arrangement or understanding relating to the party's operations); (ii) to obtain all necessary consents, approvals and authorizations as are required to be obtained under any federal, provincial or foreign law or regulations; (iii) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby; (iv) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby; (v) to effect all necessary registrations and other filings and submissions of information requested by governmental authorities; and (vi) to fulfill other conditions and satisfy

all provisions of this Agreement and the Amalgamation. For purposes of the foregoing, the obligation to use “commercially reasonable efforts” to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other parties.

ARTICLE 12 TERMINATION, AMENDMENT AND WAIVER

12.1 This Agreement may, prior to filing of the amalgamation application with the Ontario Registrar, be terminated by the board of directors of either TRED or OPC, notwithstanding the approval by the TRED Shareholders or the OPC Shareholders, if:

- (a) the board of directors of the other party fails to recommend or withdraws, modifies or changes its approval or recommendation of this Agreement or the Amalgamation in a manner adverse to the other party;
 - (b) the resolution approving the Amalgamation, as contemplated herein, is not submitted for approval at the TRED Meeting or the OPC Meeting;
 - (c) if the Amalgamation is not approved by the TRED Shareholders at the TRED Meeting or by the OPC Shareholders at the OPC Meeting;
 - (d) if a court of law in the Province of British Columbia, or any other court or governmental authority, has issued an order or taken any other action, in each case which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the Amalgamation;
 - (e) if a court of law in the Province of Ontario, or any other court or governmental authority, has issued an order or taken any other action, in each case which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the Amalgamation;
 - (f) if either TRED or OPC breaches in any material respect its obligations under this Agreement.
- (c) If the conditions set forth in paragraph 9.1 hereof are not satisfied;

12.2 In the event of the termination of this Agreement as provided in this Article 12, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of TRED or OPC hereunder except those obligations that have accrued to such date. If this Agreement is terminated pursuant to any provisions of this Agreement, the parties shall return all materials and copies of all materials delivered to TRED or OPC, as the case may be, or their agents.

12.3 This Agreement may be amended by mutual agreement between the parties hereto.

12.4 Each of TRED and OPC may (i) extend the time for the performance of any of the obligations or other acts of the other, (ii) waive compliance with any of the other's agreements or the fulfillment of any conditions to its own obligations contained herein or (iii) waive inaccuracies in any of the other's representations or warranties contained herein or in any document delivered by the other party hereto, provided, however, that any such extension or waiver shall be valid only if set forth in an instrument of writing signed on behalf of such party.

ARTICLE 13 GENERAL PROVISIONS

13.1 All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by electronic communications, facsimile or prepaid courier to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

(a) if to TRED:

Tulox Real Estate Developments Inc.
501 – 535 Thurlow Street
Vancouver, British Columbia
V6E 3L2

Attention: Buttonwood Law Corporation
Legal Counsel
E-mail: mouane@buttonwoodlaw.com

(b) if to OPC:

Organic Potash Corporation
10 Wilkinson Road, Unit 22
Brampton, Ontario
L6S 5B1

Attention: Heather Welner
Chair of the Board and Director
E-mail: heather@organicpotashcorporation.com

And to:

SCG LLP
Barristers and Solicitors
1984 Yonge St., Toronto, Ontario

M4S 1Z7
Attention: Jayson Schwarz
Legal Counsel
E-Mail: schwarz@dansonschwarz.com

13.2 This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto shall be entitled to rely upon delivery of an executed facsimile copy of this Agreement and such facsimile copy shall be legally effective to create a valid and binding agreement among the parties hereto. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the Province of British Columbia having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

13.3 Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

13.4 All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such cost or expense, whether or not the Amalgamation is completed.

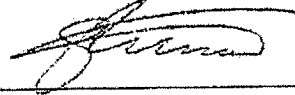
13.5 The representations and warranties of TRED and OPC contained in this Agreement shall not survive the Closing and shall expire and be terminated at the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

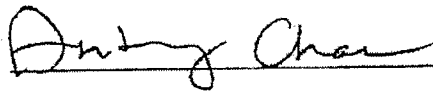
13.6 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.7 This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument and all such counterparts, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, TRED and OPC have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

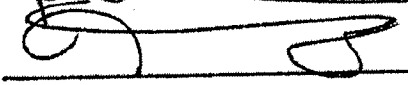
TULOX REAL ESTATE DEVELOPMENTS INC.

Per:  _____

Per:  _____

ORGANIC POTASH CORPORATION

Per:  _____

Per:  _____

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

THIS AMENDING AGREEMENT made as of the 18th day of May, 2011.

BETWEEN:

ORGANIC POTASH CORPORATION, a company incorporated under the laws of Ontario, having its head office at 10 Wilkinson Road, Unit 22, Brampton, Ontario L6S 5B1

("OPC")

AND:

TULOX REAL ESTATE DEVELOPMENTS INC., a company incorporated under the laws of British Columbia, having its head office at 501-535 Thurlow Street, Vancouver, BC V6E 3L2

("TRED")

WHEREAS the parties hereto entered into an Amalgamation Agreement dated March 21, 2011, in which the parties agreed to effect an amalgamation whereby OPC and TRED will combine and continue as one corporation pursuant to the *Business Corporations Act* (Ontario) and in accordance with the terms and conditions of the Amalgamation Agreement:

AND WHEREAS the parties wish to amend the terms of the Amalgamation Agreement:

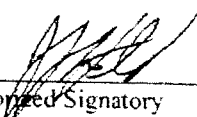
NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment of the sum of one (\$1.00) Dollar and the mutual covenants and premises herein contained, and other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Article 9.1 "Mutual Closing Conditions" of the Amalgamation Agreement be amended to remove subparagraph (c) in its entirety.
2. The Amalgamation Agreement and this Agreement shall be read together and constitute one agreement and the Amalgamation Agreement, except as expressly changed, altered, amended, modified or supplemented by this Agreement shall be and continue in full force and effect and the Amalgamation Agreement, as changed, altered, amended, modified or supplemented by this Agreement, is hereby ratified and confirmed.
3. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

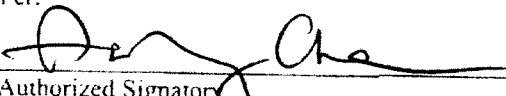
ORGANIC POTASH CORPORATION

Per:


Authorized Signatory

**TULOX REAL ESTATE DEVELOPMENTS
INC.**

Per:


Authorized Signatory

SCHEDULE A

Articles of Amalgamation

Please refer to attached Articles of Amalgamation

SCHEDULE B

List of Outstanding Options and Warrants

None outstanding

SCHEDULE C

Financial Commitments

None outstanding

SCHEDULE D

OPC

Material Contracts

1. License agreement made the 31st day of July, 2009 between GC TECHNOLOGY LIMITED a Company incorporated under the laws of the Republic of Ghana of Post Office Box CT1466, Accra and GC RESOURCES LIMITED a Company incorporated under the laws of the Republic of Ghana of Post Office Box CT1466, a wholly owned subsidiary of OPC.

TRED

1. Arrangement agreement dated June 14, 2010 between TRED, Tulox Resources Inc., Canadian Data Preserve Inc., Greenfab Build Systems Inc., Manuweb Software Systems Inc., Media Script Marketing Inc., and Tulox HR Online Management Inc.
2. Incentive stock option plan.
3. Contract of purchase and sale dated May 27, 2010 between TRED, as assignee, and Cyndy Chan and Liam McKenna. Assignment of contract from Tulox Resources Inc., dated November 1, 2010, to TRED with respect to the contract of purchase and sale dated May 27, 2010, between Tulox Resources Inc. and Cyndy Chan and Liam McKenna.
4. Assignment of contract from Media Script Marketing Inc. to TRED, dated February 7, 2011, with respect to a licensing agreement dated June 4, 2010, between Tulox Resources Inc. and Mediavalue, Inc., which licensing agreement was subsequently assigned to Media Script Marketing Inc. from Tulox Resources Inc. on November 1, 2010.

SCHEDULE E

Litigation

None outstanding