

POOLING AGREEMENT

This Agreement is made as of January 26, 2022 (the “Effective Date”)

BETWEEN

Sage Potash Corp., a corporation organized pursuant to the laws of British Columbia
(the “**Issuer**”)

AND

Those shareholders of the Issuer who have executed Schedule “A” hereto
(each a “**Shareholder**” and collectively the “**Shareholders**”)

WHEREAS:

- A. The Shareholders were issued Shares pursuant to a private placement closed as of the date hereof;
and
- B. The Shareholders have agreed to pool their Shares on the terms and conditions as set forth herein;

NOW THEREFORE, IN CONSIDERATION of the premises, mutual covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged) the parties agree as follows:

Part 1 INTERPRETATION

1.1 **Definitions.** In this Agreement, unless the context otherwise requires:

- (a) “**Listing Date**” means the date on which the Shares are listed on a Canadian stock exchange.
- (b) “**Party**” and “**Parties**” means a party and the parties to this Agreement respectively.
- (c) “**Person**” includes an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative thereof.
- (d) “**Pooled Shares**” means those Shares set out beside each Shareholder’s name in Schedule “A”.
- (e) “**Shares**” means the Common shares without par value in the capital of the Company.

1.2 **Time of Essence.** Time is of the essence for this Agreement.

1.3 **Context.** This Agreement is to be read with all changes in gender or number as required by the context. The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

1.4 **Governing Law.** This Agreement, any amendment, addendum or supplement hereto, and all other documents relating hereto will be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver (and appellate courts therefrom) and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

Part 2 POOLING OF SHARES

2.1 **No Disposal or Encumbrance:** Each Shareholder hereby agrees not to, directly or indirectly:

- (a) sell, assign, transfer, or dispose in any manner whatsoever any of the Pooled Shares;
- (b) pledge, mortgage, or otherwise encumber any of the Pooled Shares;

except in accordance with this Agreement.

2.2 **Release Schedule.** The Pooled Shares are hereby pooled and to be released as follows:

Percentage of Pooled Shares to be Released	Release Date
10%	On the Listing Date
15%	6 months after the Listing Date
15%	12 months after the Listing Date
15%	18 months after the Listing Date
15%	24 months after the Listing Date
15%	30 months after the Listing Date
15%	36 months after the Listing Date

2.3 **No Fractional Shares.** If the percentage of Pooled Shares to be released results in a fractional share, such fractional share shall be rounded up to the nearest whole number and released.

2.4 **Share Certificates.** The Shareholders hereby agree to:

- (a) surrender to the Issuer, to hold until their release, the certificates or direct registration statements representing the Pooled Shares; and
- (b) the placement of legends on their share certificates or direct registration statements so as to give effect to the conditions set out in this Agreement.

2.5 **Voting Rights.** The Shareholders may exercise all voting rights attached to the Pooled Shares held by them.

2.6 **Beneficial Owners.** If any of the Shareholders executing this Agreement holds only the beneficial interest to the Pooled Shares, such Shareholder shall cause the holder of the legal interest to the Shareholder's portion of the Pooled Shares to comply with the terms and conditions of this Agreement.

Part 3 GENERAL

3.1 **Entire Agreement.** This Agreement contains the whole agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions between the Parties and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement.

- 3.2 **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision hereof.
- 3.3 **Further Assurances.** Each Party will execute and deliver to the other any additional instruments and will take any additional steps that may be reasonably required to give full effect to this Agreement.
- 3.4 **No Assignment.** This Agreement, which includes any interest granted or right arising under this Agreement, may not be assigned or transferred without the prior written consent of the other Party.
- 3.5 **Amendment & Waiver.** No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all the Parties. No waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.
- 3.6 **Enurement.** This Agreement binds and enures to the benefit of the Parties and their respective successors and permitted assigns.
- 3.7 **Independent Legal Advice.** All Parties acknowledges and agrees that each Party has been advised to obtain independent legal, accounting, investment and tax advice prior to the execution and delivery of this Agreement, and in the event a Party did not avail itself of that opportunity before signing this Agreement, such Party did so voluntarily and without any undue pressure or influence of any of the other Parties and that any failure to obtain independent legal, accounting, investment or tax advice shall not be used as a defense to the enforcement of a Party's obligations under this Agreement.
- 3.8 **Execution by Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement. This Agreement, when executed by any Shareholder in the space opposite their name in Schedule "A" hereto shall, if also signed by the Issuer, constitute a binding agreement between such shareholder and the Issuer notwithstanding that it may not be signed by one or more of the other shareholders.

The Parties have executed this Agreement on the date first written above.

SAGE POTASH CORP.

Per: "Peter Hogendoorn"

Peter Hogendoorn, CEO

Schedule “A”
Counterpart Signature Page(s)

This Schedule “A” is incorporated by reference and deemed to form part of this Agreement dated as of the Effective Date.

Name of Shareholder	Number of Shares	Signature of Authorized Signatory
David Elliott	200,000	[redacted]
Wendie Elliott	200,000	[redacted]
Millerd Holdings Ltd.	100,000	[redacted]
Andrew Williams	500,000	[redacted]
Rudy de Jonge	1,000,000	[redacted]