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Leann H. Kilts, WEBER COUNTY RECORDER
06-Jul-20 0203 PM FEE \$300.00 DEP T1
REC FOR: HOLLAND & HART LLP - SLC
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When recorded, return to:

Janet L. Lewis, Esq.
Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019

THIRD AMENDMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND AS-
EXTRACTED COLLATERAL FILING

BY

COMPASS MINERALS OGDEN INC., a Delaware corporation, as Grantor,

TO

COTTONWOOD TITLE INSURANCE AGENCY, INC.,
a Utah corporation, as Substituted Trustee
for the benefit of

JPMORGAN CHASE BANK, N.A.
as ADMINISTRATIVE AGENT, as BENEFICIARY

Dated: As of June 30, 2020
Premises: Ogden
Box Elder and Weber Counties

This document further amends the Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement, Fixture Filing and As-Extracted Collateral Filing dated as of July 7, 2016 and recorded on July 13, 2016 in the Office of the Recorder of Box Elder County, Utah, as Entry No. 359708 in Book 1282 at Page 1858, in the Office of the Recorder of Box Elder County, Utah and also recorded on July 13, 2016 in the Office of the Recorder of Weber County, Utah, as Entry No. 2803353 in the Office of the Recorder of Weber County, Utah.

THIRD AMENDMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING
AND AS-EXTRACTED COLLATERAL FILING

THIS THIRD AMENDMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING (this "Third Amendment to Leasehold Deed of Trust"), dated as of June 30, 2020, is made by and between COMPASS MINERALS OGDEN INC., a Delaware corporation, as Trustor (the "Grantor"), having an office at 9900 College Boulevard, Overland Park, Kansas 66210, and JPMORGAN CHASE BANK, N.A., a national banking association, having an office at 500 Stanton Christiana Road, 3rd Floor, Newark, Delaware 19713, Attention of JPM Loan & Agency Services Group, as Administrative Agent (as hereinafter defined) (the "Beneficiary").

Background

Reference is made to the Credit Agreement dated as of April 20, 2016, as amended by those certain amendments dated as of September 28, 2016, September 15, 2017, December 5, 2018 and amended and restated as of November 26, 2019 (the "Credit Agreement"), among Compass Minerals International, Inc., a Delaware corporation (the "US Borrower"), Compass Minerals Canada Corp., a corporation continued and amalgamated under the laws of the province of Nova Scotia, Canada (the "Canadian Borrower"), Compass Minerals UK Limited, a company incorporated under the laws of England and Wales (the "UK Borrower" and, together with the Canadian Borrower and the US Borrower, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), and the Beneficiary, as administrative agent for the Lenders and collateral agent for the Secured Parties (as therein defined) (in such capacities, the "Administrative Agent").

WHEREAS, Grantor previously executed and delivered that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement, Fixture Filing and As-Extracted Collateral Filing dated as of July 7, 2016 and recorded on July 13, 2016 as Entry No. 359708 in Book 1282, Page 1858 of the Recorder of Box Elder County, Utah and also recorded July 13, 2016 as Entry No. 2803353 of the Recorder of Weber County, Utah, as amended by that certain First Amendment to Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement, Fixture Filing and As-Extracted Collateral Filing dated as of October 25, 2016 and recorded on October 26, 2016 as Entry No. 363456 in Book 1292, Page 0340 of the Recorder of Box Elder County, Utah and also recorded on October 26, 2016 as Entry No. 2822976 of the Recorder of Weber County, Utah and that certain Second Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement, Fixture Filing and As-Extracted Collateral Filing dated as of March 19, 2020, and recorded April 1, 2020 as Entry No. 409682 in Book 1406, Page 1217 of the Recorder of Box Elder County, Utah and also recorded on April 1, 2020 as Entry No. 3044689 of the Recorder of Weber County, Utah (the "Existing Leasehold Deed of Trust"), given to secure the Obligations (as defined in the Credit Agreement), which Leasehold Deed of Trust encumbers certain real property located and being in Box Elder and Weber Counties, Utah and more particularly described in Exhibit A and Exhibit B attached hereto and made a part

hereof. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Existing Mortgage or Schedule A attached hereto, as applicable;

WHEREAS, certain Affiliates of Grantor are party to (i) that certain Purchase and Sale Agreement, dated as of June 30, 2020, among Compass Minerals America Inc. and Compass Minerals USA Inc., as originators, Compass Minerals America Inc., as servicer and Compass Minerals Receivables LLC, as buyer and (ii) that certain Receivables Financing Agreement, dated as of June 30, 2020, among Compass Minerals America Inc., as initial servicer, Compass Minerals Receivables, LLC, as borrower, the lenders from time to time party thereto and PNC Bank, N.A., as administrative agent (the agreements in clauses (i) and (ii), as each such agreement is amended, restated, supplemented or otherwise modified from time to time, collectively, the "Securitization Agreements");

WHEREAS, certain Trust Property consisting of mineral rights and rights with respect to salt and brine may become, from time to time, Transferred Assets (as defined in Schedule A attached hereto);

WHEREAS, the parties hereto wish to give notice of the amendments to the Existing Leasehold Deed of Trust on the terms set forth below;

NOW, THEREFORE, Grantor and Beneficiary, for and in consideration of the premises and Ten (\$10.00) Dollars and other good and valuable consideration, the receipt, acceptance and sufficiency whereof is hereby acknowledged, do hereby agree as follows:

1. In the event that "Trust Property" consisting of mineral rights or rights with respect to salt or brine become Transferred Assets (as defined in Schedule A attached hereto) such Trust Property shall be deemed excluded property from and after the date thereof.

2. The Grantor hereby reaffirms to the Secured Parties each of the grants, representations, warranties, covenants and agreements of the Grantor set forth in the Existing Leasehold Deed of Trust with the same force and effect as if each were separately stated herein and made as of the date hereof, subject to paragraph 1 above.

3. The Grantor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Existing Leasehold Deed of Trust, as modified by this Third Amendment to Leasehold Deed of Trust, is in full force and effect.

4. Except as specifically modified herein, all of the terms and provisions of the Existing Leasehold Deed of Trust are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference.

5. This Third Amendment to Leasehold Deed of Trust is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Existing Leasehold Deed of Trust.

6. Grantor and Beneficiary acknowledge and agree that the execution and/or acceptance of this Third Amendment to Leasehold Deed of Trust by Beneficiary shall not be

deemed or construed as a (a) novation or an accord and satisfaction of any of Grantor's or Beneficiary's duties, obligations and liabilities contained in the Loan Documents, (b) waiver, modification, restriction or limitation of any and all of Grantor's or Beneficiary's rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents, or (c) precedent, and that Beneficiary shall be under no obligation, express or implied, to grant Grantor any future or further modification, renewal, extension and/or amendment to the Existing Leasehold Deed of Trust, as amended hereby or any or all of the other Loan Documents, except as provided therein.

7. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Third Amendment to Leasehold Deed of Trust may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, this Third Amendment to Leasehold Deed of Trust has been duly executed and delivered to Beneficiary by Grantor on the date of the acknowledgment attached hereto.

COMPASS MINERALS OGDEN INC.,
a Delaware corporation,

by: _____

Printed Name:

Printed Title:

JPMORGAN CHASE BANK, N.A., a national
banking association,

by:  _____

Printed Name: *Bridget Killackey*

Printed Title: *Executive Director*

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me on this 30th day of June 2020, by Bridget Killackey, an Executive Director of JPMORGAN CHASE BANK, N.A., a national banking association.

Notarization was made pursuant to Executive Order 202.7. Signer was in New York County. Notary was in Westchester County.

Janet Lenore Lewis

Notary Public

Residing at: _____

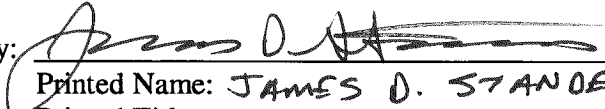
My Commission Expires:

[Seal]

JANET LENORE LEWIS
Notary Public, State of New York
No. 02LE6180148
Qualified in Westchester County
Commission Expires Jan. 7, 2021

IN WITNESS WHEREOF, this Third Amendment to Leasehold Deed of Trust has been duly executed and delivered to Beneficiary by Grantor on the date of the acknowledgment attached hereto.

COMPASS MINERALS OGDEN INC.,
a Delaware corporation,

by: 
Printed Name: JAMES D. STANDEN
Printed Title: CFO

JPMORGAN CHASE BANK, N.A., a national
banking association,

by: _____
Printed Name:
Printed Title:

STATE OF Kansas)
) ss.:
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me on this 29th day of June 2020, by James D. Stander, a CEO of COMPASS MINERALS OGDEN INC., a Delaware corporation.

Norissa S. Hightower
Notary Public

Residing at: 12842 W 88th Cir, #15
Lenexa, KS 66215

My Commission Expires:

March 24, 2024

[Seal]

NORISSA S. HIGHTOWER
Notary Public-State of Kansas
My Appt. Expires 3-24-24

SCHEDULE A

All Transferred Assets (as defined below), in each case, sold, contributed, assigned, conveyed or otherwise transferred (including, without limitation, if characterized as a sale, a capital contribution or as a pledge of collateral security for a loan) by Compass Minerals America Inc. or Compass Minerals USA Inc. pursuant to the Securitization Agreements (as defined below).

“Transferred Assets” means, in respect of any Receivable (as defined below; all capitalized terms used in this definition but not otherwise defined having the meanings set forth in the applicable Securitization Agreement, as each such agreement is in effect as of June 30, 2020):

- (a) each Receivable (including any Contributed Receivables as defined in Section 3.1(a) of the Purchase and Sale Agreement) of Compass Minerals America Inc. or Compass Minerals USA Inc. that existed and was owing to Compass Minerals America Inc. or Compass Minerals USA Inc. at the closing of Compass Minerals America Inc.’s or Compass Minerals USA Inc.’s business on the Cut-Off Date;
- (b) each Receivable (including any Contributed Receivables) generated by Compass Minerals America Inc. or Compass Minerals USA Inc. from and including the Cut-Off Date to but excluding the Purchase and Sale Termination Date;
- (c) all of Compass Minerals America Inc.’s or Compass Minerals USA Inc.’s interest in any goods (including Returned Goods), and documentation of title evidencing the shipment or storage of any goods (including Returned Goods), the sale of which gave rise to such Receivable;
- (d) all instruments and chattel paper that may evidence such Receivable;
- (e) all other security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all UCC financing statements or similar filings relating thereto;
- (f) solely to the extent applicable to such Receivable, all of Compass Minerals America Inc.’s or Compass Minerals USA Inc.’s rights, interests and claims under the related Contracts and all guaranties, indemnities, insurance and other agreements (including the related Contract) or arrangements of whatever character from time to time supporting or securing payment of such Receivable or otherwise relating to such Receivable, whether pursuant to the Contract related to such Receivable or otherwise;
- (g) all books and records of Compass Minerals America Inc. or Compass Minerals USA Inc. to the extent related to any of the foregoing, and all rights, remedies, powers, privileges, title and interest (but not obligations) in and to each Lock-Box

and all Collection Accounts, into which any Collections or other proceeds with respect to such Receivables may be deposited, and any related investment property acquired with any such Collections or other proceeds (as such term is defined in the applicable UCC); and

- (h) all Collections and other proceeds (as defined in the UCC) of any Receivables and of the foregoing, in each case that are or were received by Compass Minerals America Inc. or Compass Minerals USA Inc. on or after the Cut-Off Date, including, without limitation, all funds which either are received by Compass Minerals America Inc., Compass Minerals USA Inc., the Buyer or the Servicer from or on behalf of the Obligors in payment of any amounts owed (including, without limitation, invoice price, finance charges, interest and all other charges) in respect of any of the above Receivables or are applied to such amounts owed by the Obligors (including, without limitation, any insurance payments that Compass Minerals America Inc., Compass Minerals USA Inc., the Buyer or the Servicer applies in the ordinary course of its business to amounts owed in respect of any of the above Receivables, and net proceeds of sale or other disposition of Returned Goods or other collateral of the Obligors in respect of any of the above Receivables or any other parties directly or indirectly liable for payment of such Receivables).

“Securitization Agreements” means (i) that Purchase and Sale Agreement, dated as of June 30, 2020 (the “Purchase and Sale Agreement”), among Compass Minerals America Inc. and Compass Minerals USA Inc., as originators, Compass Minerals America Inc., as servicer, and Compass Minerals Receivables LLC, as buyer, and (ii) that certain Receivables Financing Agreement, dated as of June 30, 2020, among Compass Minerals America Inc., as initial servicer, Compass Minerals Receivables LLC, as borrower, the lenders from time to time party thereto and PNC Bank, N.A., as administrative agent, in the case of clauses (i) and (ii), as each such agreement is amended, restated, supplemented or otherwise modified from time to time.

“Receivable” means any right to payment of a monetary obligation, whether or not earned by performance, owed to Compass Minerals America Inc., Compass Minerals USA Inc. or Compass Minerals Receivables LLC (as assignee of Compass Minerals America Inc. or Compass Minerals USA Inc.), whether constituting an account, as-extracted collateral, chattel paper, payment intangible, instrument or general intangible, in each instance arising in connection with the sale of goods that have been or are to be sold or for services rendered or to be rendered, and includes, without limitation, the obligation to pay any service charges, finance charges, interest, fees and other charges with respect thereto.

Description of the Land

PARCEL 1:

Township 6 North, Range 9 West, Salt Lake Base and Meridian: All of Sections 4, 5, 6, 7, 8, 9. Township 6 North,

Range 10 West Salt Lake Base and Meridian: All of Sections 1, 2, 3, 4, 5, 6, 8, 10, 11, 12; Section 7 Bed of Great Salt Lake below surveyed meander line; Section 8 Bed of Great Salt Lake below surveyed meander line; Section 13 Bed of Great Salt Lake below surveyed meander line; Section 14 Bed of Great Salt Lake below surveyed meander line; Section 15 Bed of Great Salt Lake below surveyed meander line; Section 16 Bed of Great Salt Lake below surveyed meander line; Section 17 Bed of Great Salt Lake below surveyed meander line. Township 6 North, Range 11 West, Salt Lake Base and Meridian: All of Sections 1 and 2. Section 3 Bed of Great Salt Lake below surveyed meander line; Section 11 Bed of Great Salt Lake below surveyed meander line; Section 12 Bed of Great Salt Lake below surveyed meander line.

Township 7 North, Range 9 West, Salt Lake Base and Meridian: All of Section 31.

Township 7 North, Range 10 West, Salt Lake Base and Meridian: All of Sections 15, 16, 17, 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36; Section 6 Bed of Great Salt Lake below surveyed meander line; Section 7 Bed of Great Salt Lake below surveyed meander line.

Township 8 North, Range 10 West, Salt Lake Meridian: Section 31 Bed of Great Salt Lake below surveyed meander line.

Township 7 North, Range 11 West, Salt Lake Base and Meridian: All of Sections 13, 23, 24, 25, 26, 35, 36; Section 1 Bed of Great Salt Lake below surveyed meander line; Section 11 Bed of Great Salt Lake below surveyed meander line; Section 12 Bed of Great Salt Lake below surveyed meander line; Section 14 Bed of Great Salt Lake below surveyed meander line; Section 15 Bed of Great Salt Lake below surveyed meander line; Section 22 Bed of Great Salt Lake below surveyed meander line; Section 27 Bed of Great Salt Lake below surveyed meander line; Section 34 Bed of Great Salt Lake below surveyed meander line.

PARCEL 2:

Township 6 North, Range 6 West, Salt Lake Base and Meridian: A part of the bed of the Great Salt Lake in Sections 23, 25, 26, 27 described as follows: Beginning at a point 4846 feet West and 754.7 feet North 29°00' West from the Northeast Corner of the Southeast 1/4 of Section 25; thence North 19°20' West 4800 feet; thence North 70°08' West 1500 feet; thence South 00°48' East 2636 feet; thence South 2376 feet; thence West 7245 feet, more or less, to the East line of Section 28; thence South along the East line of said Section 28, 1562.5 feet, more or less, to the Northern boundary of the Southern Pacific Company right-of-way; thence East along the Northern boundary of said right-of-way 11,601.5 feet to the

surveyed meander line in Section 25; thence North 29° West 2255.4 feet to the point of beginning.

PARCEL 3:

Township 7 North, Range 4 West, Salt Lake Meridian: All of Sections 19, 20, and 21.

PARCEL 4:

Township 6 North, Range 6 West, Salt Lake Meridian: That part of the un-surveyed Section 3; All of Sections 4, 5, 8, 9; That part of the un-surveyed Sections 10, 11, and 14; All of Sections 15, 16, 17, 20, 21, and 22; Part of Sections 23, 25, 26, and 27; All of Sections 28, and 29; The North 1/2, North 1/2 South 1/2 of Section 30; All of Sections 32, 33, 34 and 35; That part of the un-surveyed Section 36.

PARCEL 5:

Township 7 North, Range 4 West, Salt Lake Meridian, Utah: All of Sections 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36.

PARCEL 6:

Commencing at a point where the meander line of Great Salt Lake joins or intersects the South boundary of Section 28, Township 6 North, Range 5 West, Salt Lake Meridian, running thence East 7.8 miles more or less, North 1/4 mile more or less, East 1 mile more or less, North 1/2 mile more or less, East 1 mile more or less, North 1/4 mile more or less, East 1 mile more or less to the proposed East boundary of Township 6 North, Range 5 West, thence North 1 mile more or less, West 2 3/4 miles, more or less, to the meander line of Great Salt Lake, thence South along said meander line to point of beginning, which when surveyed will probably be described as:

Township 6 North, Range 5 West, Salt Lake Meridian; Part of Section 22, All of Sections 23 and 24, the North 1/2 North 1/2 of Section 26, Part of Section 27 and Part of Section 28.

PARCEL 7:

Beginning at a point 40 chains North of the Southwest corner of Section 6, Township 6 North, Range 3 West, Salt Lake Base and Meridian, which point is the intersection of the West Boundary of the aforesaid Section and Township and the meander line survey of Great Salt Lake as approved in 1888; thence North 40 chains more or less to the Northwest corner of said Section 6 which is also the projected Northwest corner of Township 6 North, Range 3 West, Salt Lake Base and Meridian; thence North 2 miles; thence West 3 miles; thence North 1 mile; thence West 3 miles; thence North 1 mile; thence East 8 miles; thence South 1 mile and 6 chains more or less to the point of intersection of the West line of Section 21, Township 7 North, Range 3 West, Salt Lake Base and Meridian and the meander line survey; thence along said meander line through Section 20, 29 & 32, Township 7 North, Range 3 West, Salt Lake

Base and Meridian and Sections 5 & 6, Township 6 North, Range 3 West, Salt Lake Base and Meridian a distance of 5.25 miles more or less to the point of beginning; which lands, when surveyed, will probably be:

Township 6 North, Range 3 West, Salt Lake Base and Meridian: That part Northward of meander line survey of Section 5 and that part Northward of meander line survey of Section 6.

Township 7 North, Range 3 West, Salt Lake Base and Meridian: That part Northward and Westward of meander line survey of Section 20, That part Westward of meander line survey of Section 29, That part Westward of meander line survey of Section 32, All of Sections 17, 18, 19, 30 and 31.

Township 7 North, Range 4 West, Salt Lake Base and Meridian: All of Sections 13, 14, 15, 16, 17, 18, 22, 23 and 24.

PARCEL 8:

Township 6 North, Range 4 West: All of Section 7, the West 1/2 of Section 8, the Westerly 1/2 of Section 17 and All of Sections 18, 19 and 20.

Township 6 North, Range 5 West: The Southeast 1/4; South 1/2 South 1/2 Southwest 1/4 within IMC Kalium's bridge right-of-way of Section 1; The South 1/2 South 1/2 Southeast 1/4 within IMC Kalium's bridge right-of-way; bed of Great Salt Lake below surveyed meander line in the South 1/2 South 1/2 Southwest 1/4 within IMC Kalium's bridge right-of-way; Section 10 Bed of Great Salt Lake below surveyed meander line; Section 11 Bed of Great Salt Lake below surveyed meander line; All of Sections 12, 13, and 14; Section 15 Bed of Great Salt Lake below surveyed meander line.

PARCEL 9:

Commencing at a point in Section 1, Township 6 North, Range 4 West, Salt Lake Base and Meridian, where the survey meander line of Great Salt Lake intersects the East line of said township; thence North along said East line of said Township 40 chains more or less to the Northeast corner of said Township; thence West along the North line of said Township 480 chains, more or less to the Northwest corner of said Township; thence South along the West line of said Township 80 chains more or less to the North line of the area in said Township presently within Lease No. 19024; thence East 120 chains; thence South 160 chains; thence East 40 chains; thence South 80 chains; thence West 160 chains more or less to intersect the West line of said Township; thence South along the West line of said Township 160 chains more or less to the Southeast corner of said Township; thence East along the South line of said Township 400 chains more or less to the Southeast corner of Section 35, Township 6 North, Range 4 West, Salt Lake Base and Meridian; thence North 212 chains more or less to the Northerly right of way line of the Southern Pacific Company railroad; thence Westerly along said Northerly right of way line 81 chains more or less to a point 160 chains due West from said East township line; thence North 38.18 chains, more or less to a point due West of the Northeast corner of Section 23 of said Township; thence North 80 chains; thence East 122 chains more or less

to the point on the meander line of Great Salt Lake common to Sections 12 and 13 of said Township; thence Northerly along said meander line through Sections 12 and 1 to the point of beginning, expressly subject to the railroad right of way of the Southern Pacific Company. Such above described portion of said Township, when surveyed, will probably be:

Township 6 North, Range 4 West, Salt Lake Base and Meridian: That presently un-surveyed portion of Section 1; All of Sections 2 thru 6; the East 1/2 of Section 8; All of Sections 9 thru 11; That presently un-surveyed portion of Section 12 and All of Sections 15 and 16; the East 1/2 of Section 17; All of Sections 21 and 22; That presently un-surveyed portion South of the North line of Southern Pacific right-of-way of Section 23; All of Sections 26 thru 35.

Also the un-surveyed portions of Township 6 North, Range 5 West, Salt Lake Meridian, which are not presently embraced within State of Utah Leases Nos. 19024 and 19059, such un-surveyed portions of said Township being more particularly described as follows: Commencing at a point in Section 2, Township 6 North, Range 5 West, where the meander line of Great Salt Lake intersects the North line of said Township; thence East along said Township line 144.50 chains, more or less to the Northeast corner of said Township; thence South along the East line of said Township 40 chains, more or less to a point East of a center line of said Section 2; thence West 127 chains more or less to the point of intersection between said center line of said Section 2 and the meander line of Great Salt Lake; thence Northwesterly along said meander line to the point of beginning which, when surveyed, will probably embrace:

Township 6 North, Range 5 West, Salt Lake Meridian: the Northeast 1/4 of Section 1.

Also commencing at a point in Section 31, Township 6 North, Range 5 West, where the meander line of Great Salt Lake intersects the West line of said Township; thence South along said West line of said Township 66.50 chains, more or less to the Southwest corner of said Township; thence East along the South line of said Township 480 chains, more or less to the Southeast corner of said Township; thence North along the East line of said Township 160 chains; thence West 80 chains; thence South 20 chains; thence West 80 chains; thence South 40 chains; thence West 80 chains; thence South 20 chains; thence West 74.75 chains to the point on the meander line of Great Salt Lake common to Sections 28 and 33 of said Township; thence along said meander line through Sections 33, 32, and 31 to the point of beginning, which, when surveyed, will probably embrace:

Township 6 North, Range 5 West, Salt Lake Meridian: All of Section 25; the South 1/2, South 1/2 North 1/2 of Section 26; the South 1/2 South 1/2 of Section 27; That presently un-surveyed portion of Sections 31, 32 and 33; and all of Sections 34, 35 and 36.

Tax Parcel Nos. 01-013-0077 thru 01-013-0082

Tax Parcel Nos. 01-013-0085 thru 01-013-0095

Tax Parcel Nos. 01-013-0119 thru 01-013-0124

Tax Parcel Nos. 01-028-0035, 01-028-0039 thru 01-028-0042

Tax Parcel Nos. 01-028-0045 thru 01-028-0046

Tax Parcel No. 01-026-0034
Tax Parcel Nos. 01-027-0015 thru 01-027-0036
Tax Parcel Nos. 01-023-0038 thru 01-023-0040
Tax Parcel Nos. 01-012-0029 thru 01-012-0031
Tax Parcel Nos. 01-012-0034 thru 01-012-0036
Tax Parcel Nos. 01-012-0044 thru 01-012-0053
Tax Parcel Nos. 01-012-0055 thru 01-012-0059
Tax Parcel No. 01-024-0049
Tax Parcel Nos. 01-023-0044 thru 01-023-0052
Tax Parcel Nos. 01-011-0062 thru 01-011-0064, 01-011-0068
Tax Parcel No. 19-067-0001
Tax Parcel Nos. 01-023-0018 thru 01-023-0019
Tax Parcel Nos. 01-023-0032 thru 01-023-0037
Tax Parcel Nos. 01-023-0041 thru 01-023-0043
Tax Parcel No. 19-043-0001
Tax Parcel Nos. 01-011-0054 thru 01-011-0061
Tax Parcel Nos. 01-011-0077 thru 01-011-0079
Tax Parcel Nos. 01-012-0029 thru 01-012-0031
Tax Parcel Nos. 01-012-0034 thru 01-012-0041
Tax Parcel Nos. 01-012-0044 thru 04-012-0045
Tax Parcel Nos. 01-011-0065 thru 01-011-0067
Tax Parcel Nos. 01-011-0069 thru 01-011-0071
Tax Parcel Nos. 01-011-0073 thru 01-011-0076
Tax Parcel No. 10-055-0001
Tax Parcel No. 01-028-0035
Tax Parcel Nos. 01-028-0039 thru 01-028-0042

Description of Subject Lease

Lease dated April 27th, 1987 by and between Board of State Lands and Forestry, as Lessor and Great Salt Lake Minerals & Chemicals Corporation, as Lessee.

Lease dated November 20th, 1968 by and between State Land Board, as Lessor and Great Salt Lake Minerals & Chemicals Corporation, as Lessee.

Lease dated August 24th, 1966 by and between State Land Board, as Lessor and Great Salt Lake Minerals & Chemicals Corporation, as Lessee.

Lease dated January 1, 1991 by and between Utah Division of State Lands and Forestry, as Lessor and Great Salt Lake Minerals & Chemicals Corporation, as Lessee.

Lease dated October 2, 1967 by and between State Land Board, as Lessor and Great Salt Lake Minerals & Chemicals Corporation, as Lessee.

Lease dated September 1, 1965 by and between State Land Board, as Lessor and Lithium Corporation of America, Inc. and Chemsalt Corporation as Lessee, as assigned from Chemsalt Corporation and from Lithium Corporation of America, Inc. to Great Salt Lake Minerals & Chemicals Corporation.

Lease dated August 24, 1966 by and between State Land Board, as Lessor and Great Salt Lake Minerals & Chemicals Corporation, as Lessee.

Lease dated August 24, 1966 by and between State Land Board, as Lessor and Great Salt Lake Minerals & Chemicals Corporation, as Lessee.

Lease dated October 1, 1966 by and between State Land Board, as Lessor and Great Salt Lake Minerals & Chemicals Corporation, as Lessee.

Royalty Agreement between IMC Kalium Ogden Corp. and the State Land Board dated September 1, 1962.

SPECIAL USE LEASE AGREEMENT NO. 1186 dated May 1, 1999, executed by and between the School and Institutional Trust Lands Administration as Lessor and IMC Kalium Ogden Corp., a Delaware corporation.

MINERAL LEASE AGREEMENT NO. 200 00107 dated May 9, 2008, executed by and between the State of Utah, acting by and through the Division of Forestry, Fire and State Lands, Department of Natural Resources as Lessor and Great Salt Lake Minerals Corporation.

SPECIAL USE LEASE AGREEMENT NO. 1267 dated October 25, 1999, executed by and between the State of Utah, acting by and through the School and Institutional Trust Lands Administration as Lessor and William J. Coleman as lessee's predecessor-in-interest as Lessee as disclosed in ASSIGNMENT dated November 29, 2012, executed by Solar Resources, Inc., a Utah corporation as Assignor and as Assignee, recorded November 30, 2012 as Entry No. 319775 in Book 1194 at Page 436, Official Records of Box Elder County.

Exhibit B -1

THIRD AMENDED AND RESTATED SPECIAL USE LEASE AGREEMENT NO. 1267 dated November 29, 2012, executed by and between State of Utah, acting by and through the School and Institutional Trust Lands Administration and Great Salt Lake Minerals Corporation, a Delaware corporation.