



\*W3066715\*

### UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

EH 3066715 PG 1 OF 12  
LEANN H KILTS, WEBER COUNTY RECORDER  
07-JUL-20 239 PM FEE \$40.00 DEP PV  
REC FOR: QUICK DATA SERVICES

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>COGENCY GLOBAL INC. 800-221-0102</b>	
B. E-MAIL CONTACT AT FILER (optional) <b>nyc.codeorders@cogencyglobal.com</b>	
is)	
When Recorded Return To: Quick Data Services, Inc. 2005 East 2700 South, Suite 200 Salt Lake City, UT 84109	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>2791616 05/04/2016</b>	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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- 2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
- 3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
- 4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:  Debtor or  Secured Party of record

AND Check one of these three boxes to:  CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME <b>COMPASS MINERALS AMERICA INC.</b>				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			
				SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:  
**ALL TRANSFERRED ASSETS (as such term is defined in Annex I attached hereto).**

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME <b>JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT</b>				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: <b>6702-203 -- UT - Weber County; Debtor: COMPASS MINERALS AMERICA INC.</b>	<b>F#517528 A#1031785</b>
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**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
**2791616 05/04/2016**

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

OR	12a. ORGANIZATION'S NAME <b>JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT</b>	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

OR	13a. ORGANIZATION'S NAME <b>COMPASS MINERALS AMERICA INC.</b>			
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:  
 covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. Description of real estate:  
**THE REAL PROPERTY THAT IS COVERED BY THIS FINANCING STATEMENT IS THE PROPERTY HAVING THE DESCRIPTION AS SET FORTH ON EXHIBIT A. THE LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE.**

18. MISCELLANEOUS:

Exhibit ADescription of the Land

Fee Simple as to Parcels 1 thru 13; An Easement Estate created by document recorded February 14, 1979 as Entry No. 767152 in book 1287 at page 176 of Official Records of Weber County as to Parcel 14; an Easement Estate created by document recorded November 10, 1964 in book 186 at page 479 of Official Records of Box Elder County; being further described in document recorded November 3, 1975 in book 195 at page 1 as to parcel 15; an Easement Estate created by document recorded August 27, 1970 in book 948 at page 537 of Official Records of Weber County as to Parcel 16; an Easement Estate created by document recorded June 23, 1965 in book 192 at page 122 of Official Records of Box Elder County as to Parcel 17; a Leasehold Estate disclosed by that certain Memorandum of Lease dated September 23, 1991 and recorded September 27, 1991 in book 1608 at page 2284 of Official Records of Weber County as to Parcel 18.

THE LAND HEREIN MORE FULLY DESCRIBED AS:

\ Parcel 1 (Weber County) 10-041-0008

Beginning at a point 1980 feet West of the Northeast corner of the Northwest quarter of Section 20, Township 6 North, Range 3 West, Salt Lake Meridian, U.S. Survey; running thence West 660 feet; thence South to the North line of the C.P. right of way; thence East 660 feet; thence North to the place of beginning.

Excepting therefrom that portion of said land conveyed to Weber County in SPECIAL WARRANTY DEED recorded January 26, 2016 as Entry No. 2775500, Official Records, described as follows:

A parcel of land in fee, being part of an entire tract of land, situate in the NW Quarter of Section 20, Township 6 North, Range 3 West, Salt Lake Meridian; incident to the construction of 1200 South Street, Weber County, State of Utah also known as Project No. LG\_WC\_1200 S. The boundaries of said parcel of land are described as follows:

Beginning at a point 1980 feet West from the NE corner of the NW Quarter corner of said Section 20; and running thence South 50.15 feet along the East line of grantor's property to a point on the proposed South right of way line of the 1200 South Street (900 South Street) road widening project (LG\_WC\_1200 S); thence South 89°57'32" West 660.00 feet along said proposed South right of way line to a point on the West line of grantor's property; thence North 50.62 feet along said West property line to a point on the North line of said Section 20; thence East 660.00 feet along said North line of Section 20 to the Point of Beginning.

The preceding description needs to be rotated 00°42'09" clockwise to match project bearings.

\ Parcel 2 (Weber County) 10-051-0003

All of Lots 1, 2, 3 and 4, Section 12, Township 6 North, Range 4 West, Salt Lake Base and Meridian, U.S. Survey.

Parcel 3 (Weber County) 10-051-0001

The fractional portion of the East 1/2 of the Southeast Quarter of said Section 1, Township 6 North, Range 4 West, Salt Lake Meridian, U.S. Survey. Also: The Southeast Quarter of the Northeast Quarter and the Northeast quarter of the Southeast quarter of said Section 12, Township 6 North, Range 4 West, Salt Lake Meridian, U.S. Survey.

\ Parcel 4 (Weber County) Part of 10-032-0002

All of Lots 1, 2, 3, 4 and 5, Section 6, Township 6 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey.

EXCEPTING THEREFROM that portion of said conveyed to Western Basin Land & Livestock, LLC, a Utah limited liability company in SPECIAL WARRANTY DEED recorded April 1, 2016 as Entry No.2786128, Official Records, described as follows:

A tract of land in the East Half of Section 6, Township 6 North, Range 3 West, Salt Lake Base and Meridian, with the Basis of Bearing being N89°26'37"W 2640.00 feet between the Southeast Corner and the South Quarter Corner of said Section 6, which is based on NAD 83 State Plane, Utah North Zone, with the Distances being Ground Distances and being more particularly described as follows:

Beginning at a point N89°26'37"W 2433.96 feet along the Section Line and N0°33'23"E 1681.72 feet from the Southeast Corner of said Section 6; thence N0°00'00"E 1605.00 feet; thence N31°28'00"E 1374.00 feet to the North Meander Line of said Section 6; thence N82°27'56"E 694.60 feet (1855 GLO record=N82°E) along said Meander Line; thence N87°27'56"E 1052.24 feet (1855 GLO record=N87°E 16 chains) along said Meander Line to the North East Corner of Lot 1 of said Section 6; thence S0°29'25"W 660.00 feet to the Southeast Corner of said Lot 1; thence N89°26'57"W 1320.06 feet to the Southwest Corner of said Lot 1; thence S0°29'23"W 1320.00 feet to the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 6; thence N89°27'00"W 1111.99 feet to the point of beginning.

## Parcel 5 (Weber County) 10-032-0003

The Northeast Quarter of the Southwest Quarter of Section 6, Township 6 North, Range 3 West, Salt Lake Meridian.

## Parcel 6 (Weber County) Part of 10-032-0004

The Southwest Quarter of the Northeast Quarter, the West 1/2 of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter and Lot 6, of Section 6, Township 6 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey, except 10100 West Street (22-9 original plat)

EXCEPTING THEREFROM that portion of said conveyed to Western Basin Land & Livestock, LLC, a Utah limited liability company in SPECIAL WARRANTY DEED recorded April 1, 2016 as Entry No.2786128, Official Records, described as follows:

A tract of land in the East Half of Section 6, Township 6 North, Range 3 West, Salt Lake Base and Meridian, with the Basis of Bearing being N89°26'37"W 2640.00 feet between the Southeast Corner and the South Quarter Corner of said Section 6, which is based on NAD 83 State Plane, Utah North Zone, with the Distances being Ground Distances and being more particularly described as follows:

Beginning at a point N89°26'37"W 2433.96 feet along the Section Line and N0°33'23"E 1681.72 feet from the Southeast Corner of said Section 6; thence N0°00'00"E 1605.00 feet; thence N31°28'00"E 1374.00 feet to the North Meander Line of said Section 6; thence N82°27'56"E 694.60 feet (1855 GLO record=N82°E) along said Meander Line; thence N87°27'56"E 1052.24 feet (1855 GLO record=N87°E 16 chains) along said Meander Line to the North East Corner of Lot 1 of said Section 6; thence S0°29'25"W 660.00 feet to the Southeast Corner of said Lot 1; thence N89°26'57"W 1320.06 feet to the Southwest Corner of said Lot 1; thence S0°29'23"W 1320.00 feet to the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 6; thence N89°27'00"W 1111.99 feet to the point of beginning.

## Parcel 7 (Weber County) 10-032-0005

The West 1/2 of the Northeast Quarter, the Northwest Quarter of Southeast Quarter, the Northeast Quarter of Southwest Quarter, the East 1/2 of the Northwest Quarter and Lots 1 to 3, Section 7, Township 6 North, Range 3 West, Salt Lake Meridian, U.S. Survey: Excepting therefrom the two portions of land covered in the above described property as follows: Beginning 1327 feet North and 779 feet West of the South Quarter Corner of said Section 7, and running thence North 89°42' West 66 feet; thence North 1691.66 feet; thence West 377 feet; thence North 1000 feet; thence East 377 feet; thence North 460.34 feet; thence East 66 feet; thence South 460.34 feet; thence East 557 feet; thence South 1000 feet; thence West 557 feet; thence South 1692 feet to beginning. Also: Beginning at a point 619 feet South and 1173 feet West of North Quarter Corner of said Section 7; thence South 480 feet; thence West 280 feet;

thence North 480 feet; thence East 280 feet; thence North 480 feet; thence East 280 feet to beginning.

\ Parcel 8 (Weber County) 10-032-0011

Beginning at a point 3019 feet North and 222 feet West of the South Quarter Corner of Section 7, Township 6 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey (the coordinates of this South Quarter Corner are 24521 North, 5408 West as per the Great Basin Engineering Survey for GSL dated March 24, 1967); running thence West 1000 feet; thence North 1000 feet; thence East 1000 feet; thence South 1000 feet to point of beginning. Excepting: Commencing at a point 557 feet West of the Southeast Corner of said property; running thence North 1000 feet; thence West 66 feet; thence South 1000 feet; thence East 66 feet to the place of beginning (for highway purposes)

Parcel 9 (Box Elder County) 01-011-0037

Beginning at a point located South 0°04'48" East 1290.2 feet along the West line of said Section from the Northwest corner of Section 27, Township 6 North, Range 5 West, Salt Lake Meridian, South 0°04'48" East 194.8 feet, along said West line to the meandering corner, North 37°40'12" East 317.9 feet along meandering line (1885 Survey), South 73°42'50" West 202.7 feet to the point of beginning.

Parcel 10 (Box Elder County) 01-011-0039

Beginning at a point located South 0°04'48" East 1290.2 feet along the East line of said Section from the Northeast corner of said Section 28, Township 6 North, Range 5 West, Salt Lake Meridian, South 0°04'48" East 29.8 feet along said East line to South line of the North ½ of the Northeasterly ¼ of said Section South 89°55'12" West 102.6 feet along said line, North 73°42'50" East 106.8 feet to the point of beginning.

Parcel 11 (Box Elder County) 01-011-0001

Lots 2, 3, 4, 5, 6 and the South 1/2 of Lot 1, the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 6 North, Range 5 West, Salt Lake Meridian.

Parcel 12 (Box Elder County) 01-011-0003

The Southeast 1/4 and South 1/2 of the Northeast 1/4 of Section 3, Township 6 North, Range 5 West, Salt Lake Meridian.

Parcel 13 (Box Elder County) 01-011-0023

Lot 1 of the Northwest 1/4 of Section 11, Township 6 North, Range 5 West, Salt Lake Meridian.

\ Parcel 14 (Weber County) Easement Estate

A Part of Sections 6, 7, 8 and 17, Township 6 North, Range 3 West, Salt Lake Base and Meridian; Beginning at a point on the North line of 900 South Street which is North 89°50' East 984.80 feet along the Section line and North 0°02'24" East 40.0 feet from the South Quarter corner of said Section 17; running thence North 0°02'24" East 6508.44 feet; thence North 45° West 45.12 feet; thence South 80°50' West 3588.05 feet to a point which is North 0°02'03" East 1280.29 feet from the Southwest corner of said Section 8; thence North 89°43' West 3394.51 feet to the East line of a 100.0 feet county road; thence North 0°02'47" East 40.00 feet along said East line to the centerline of the new county road (said centerline is along the south line of the Northeast quarter of the Southwest quarter of said Section 7); thence North 89°43' West 34.00 feet along said centerline to the East line of a 66.0 feet county road; thence North 0°02'47" East 40.00 feet; thence South 89°43' East 2058.50 feet; thence North 0°05'08" East 3917.76 feet to a point which is South 88°17'21" West 40.05 feet from the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 7; thence North 1°01'38" East 1641.0 feet; thence South 89°46'58" East 80.01 feet; thence South 1°01'38" West 1641.63 feet; thence South 0°05'08" West 3885.22 feet; thence South 45° East 45.48 feet; thence South 89°43' East 1257.77 feet; thence North 89°50' East 3700.00 feet; thence South 0°02'24" West 6620.44 feet to the North line of 900 South Street; thence South 89°50' West 80.00 feet along said North line to the point of beginning.

Less any portion within the following: The Southwest quarter of the Southeast quarter, the Southeast quarter of the Southwest quarter, and Lot 6 of said Section 6. The fractional portion of the East half of the Southeast quarter of said Section 1, containing approximately 24 acres. The West half of the Northeast quarter, the Northwest quarter of the Southeast quarter, the East half of the Northwest quarter, the Northeast quarter of the Southwest quarter, and Lots 1, 2 and 3 of said Section 7. The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of said Section 12.

Parcel 15 (Box Elder County) Easement Estate

A right of way and easement 33 feet in width to lay, maintain and operate pipelines, conduits and appurtenant facilities for the transportation of salt brine through and across the following described land and premises situate in the County of Box Elder, State of Utah, to wit: Township 6 North, Range 5 West, SLM, Utah Section 15: Lot 4, Section 19: E1/2, Section 22: Lots 1, 2, 3, 4, 5, NW1/4SW1/4, SW1/4NW1/4, Section 27; Lot 1, Section 28; Lots 4 and 5, N1/2NE1/4 W1/2NW1/4, Section 29: SE1/4SE1/4 N 3/4 and S1/2SW1/4, Section 30: Lot 4, N1/2 N1/2SE1/4 NE1/4SW1/4 SE1/4SW1/4 S1/2SE1/4 NW1/4SW1/4, Section 31; Lots 1, 2, 3

and 4 lying North of a line 200 feet North of centerline of Railroad Right of Way, Section 32: Lots 1, 2, 3, 4, N1/2N1/2, Section 33: That part of Lot 1 lying North of a line 200 feet North of centerline of Railroad track, Township 6 North, Range 6 West, SLM, Utah, Section 23: Lots 1, 2, 3, 4, NE1/4NE1/4, Section 24: E1/2, SW1/4.

\ Parcel 16 (Weber County) Easement Estate

a. Right of way and easement for the construction, maintenance and operation of railroad track or tracks and appurtenant facilities upon and over a portion of the property conveyed and described as follows: Commencing at a point 370 feet West of the Southeast corner of said property and running thence North 1000 feet; thence West 104 feet; thence South 1000 feet; thence East 104 feet to the place of beginning.

b. Right of way and easement for construction, maintenance, and operation of power line or lines, telephone line or lines, the appurtenant facilities upon and over a portion of the property conveyed described as follows: Commencing at a point 232 feet West of the Southeast corner of said property and running thence North 1000 feet; thence West 20 feet; thence South 1000 feet; thence East 20 feet to the place of beginning.

c. Temporary right of way and easement for an access road over a portion of the property conveyed described as follows: Commencing at a point 623 feet West of the Southeast corner of said property and running thence North 1000 feet; thence West 60 feet; thence South 1000 feet; thence East 60 feet to the place of beginning.

Parcel 17 (Box Elder County)

Easement and right of way granted by Southern Pacific Company, a Corporation of the State of Delaware, as Grantor, and Lithium Corporation of America, Inc., as Grantee: For location of easement see document recorded June 23, 1965, as Entry No. 4665H, in Book 192, at page 122. (Exact location not disclosed)

\ Parcel 18 (Weber County) Leasehold

A leasehold interest in and to: A parcel of land more particularly described as follows: Beginning at a point 1,320 feet West and 950 feet North of the SE corner of Section 6, T6N, R3W, SLB&M, said point being on the East property boundary of Great Salt Lake Mineral & Chemicals Corp., thence West 2,025 feet, thence North 450 feet, thence West 1,000 feet more or less to the East bank of the existing fresh water feed canal, thence Northerly to a point 1,850 feet North and 2,300 feet West more or less from point of beginning, thence East 2,300 feet more or less to the East property boundary of Great Salt Lake Minerals & Chemicals Corp., thence South 1,850 feet to point of beginning.



**TAX PARCEL NO.:** 10-041-0008, 10-051-0001, 10-051-0003, Part of 10-032-0002, 10-032-0003, 10-032-0004, 10-032-0005, 10-032-0011 (Weber County)

**TAX PARCEL NO.:** 01-011-0037, 01-011-0039, 01-011-0001, 01-011-0003 (Box Elder)

**ANNEX I TO  
UCC-3 FINANCING STATEMENT AMENDMENT**

Between

COMPASS MINERALS AMERICA INC., a Delaware corporation, as Debtor ("**Debtor**")  
9900 West 109th Street, Suite 100  
Overland Park, KS 66210

And

JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, as Secured Party  
10 S Dearborn, 7th Floor, IL 1-1625  
Chicago, IL 60603

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 Debtor 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 Debtor or Compass Minerals USA Inc. that existed and was owing to Debtor or Compass Minerals USA Inc. at the closing of Debtor's or Compass Minerals USA Inc.'s business on the Cut-Off Date;
- (b) each Receivable (including any Contributed Receivables) generated by Debtor or Compass Minerals USA Inc. from and including the Cut-Off Date to but excluding the Purchase and Sale Termination Date;
- (c) all of Debtor'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 Debtor'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 Debtor 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 Debtor or Compass Minerals USA Inc. on or after the Cut-Off Date, including, without limitation, all funds which either are received by Debtor, 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 Debtor, 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 Debtor 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 Debtor, Compass Minerals USA Inc. or Compass Minerals Receivables LLC (as assignee of Debtor 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.