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E# 2822975 PG 1 OF 15  
Leann H. Kilts, WEBER COUNTY RECORDER  
26-Oct-16 11:18 AM FEE \$48.00 DEP KL  
REC FOR: FOUNDERS TITLE COMPANY  
ELECTRONICALLY RECORDED

**When recorded, return to:**  
Janet L. Lewis, Esq.  
Cravath, Swaine & Moore  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019

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FIRST AMENDMENT TO 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 a Trustor,

AND

COMPASS MINERALS AMERICA INC., a Delaware corporation, as a Trustor,

TO

FOUNDERS TITLE COMPANY, INC.,  
a Utah corporation, as Trustee  
for the benefit of

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

This document amends the 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. 359707 in Book 1282 at Page 1825, 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. 2803352 in the Office of the Recorder of Weber County, Utah.

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

THIS FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING (this "First Amendment to Deed of Trust"), dated as of October 25, 2016, is made by and among COMPASS MINERALS OGDEN INC., a Delaware corporation, as a Trustor ("CMOI") and COMPASS MINERALS AMERICA INC., a Delaware corporation, as a Trustor ("CMAI"), together with CMOI, collectively, the "Grantor"), each 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 that certain Incremental Amendment dated as of September 28, 2016 (the "Incremental Amendment") (as further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, 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 (in such capacities, the "Administrative Agent"). Capitalized terms used but not defined herein have the meanings given to them in the Credit Agreement or the Incremental Amendment, as the case may be.

WHEREAS, Grantor and Beneficiary are parties to that certain 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. 359707 in Book 1282, Page 1825 of the Recorder of Box Elder County, Utah and also recorded July 13, 2016 as Entry No. 2803352 of the Recorder of Weber County, Utah (as amended hereby and as further amended, restated, amended and restated, modified or supplemented from time to time, the "Deed of Trust"), given to secure the Obligations, which Deed of Trust encumbers certain real property located and being in Box Elder and Weber Counties, Utah and more particularly described in Exhibit A attached hereto and made a part hereof;

WHEREAS, pursuant to the Incremental Amendment, the US Borrower intends to incur or has incurred Incremental Tranche A-1 Term Loans in accordance with Section 2.26 of the Credit Agreement and the US Borrower has requested and the Required Lenders have

consented to the amendment of certain provisions in the Credit Agreement to permit the incurrence of the Incremental Tranche A-1 Term Loans under the Credit Agreement;

WHEREAS, the parties wish to amend the Deed of Trust as set forth herein to confirm that the Deed of Trust, as amended hereby, shall continue to secure the Obligations under the Credit Agreement (including, without limitation, the Incremental Tranche A-1 Term Loans);

WHEREAS, the Deed of Trust remains in full force and effect and the lien and security interest and the priority of such lien and security interest granted to the Beneficiary for the benefit of the Secured Parties (as defined in the Deed of Trust) continues (without interruption) thereunder; and

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. It is hereby acknowledged and agreed that each reference in the Deed of Trust to the "Credit Agreement" shall mean and be a reference to the Credit Agreement, as amended by the Incremental Amendment and as further amended, restated, amended and restated, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including any agreement extending the maturity of, refinancing or restructuring (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed) of all or any portion of, the indebtedness under such agreement or any successor agreements, whether or not with the same agent, trustee, representative lenders or holders.

2. Any reference to the "Deed of Trust" in the Deed of Trust shall be deemed to mean the Deed of Trust as modified by this First Amendment to Deed of Trust.

3. The statement of the cover page, "THE MAXIMUM PRINCIPAL AMOUNT SECURED BY THIS DEED OF TRUST IS \$45,000,000", shall be deleted in its entirety.

4. The Grantor hereby reaffirms to the Secured Parties each of the representations, warranties, covenants and agreements of the Grantor set forth in the Deed of Trust with the same force and effect as if each were separately stated herein and made as of the date hereof.

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

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

7. The liens, security interests, assignments and other rights evidenced by the Deed of Trust are hereby renewed and extended to secure the Obligations (including, without limitation, the Incremental Tranche A-1 Term Loans) in accordance with this First Amendment to Deed of Trust.

8. This First Amendment to 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 Deed of Trust.

9. Grantor and Beneficiary acknowledge and agree that the execution and/or acceptance of this First Amendment to 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 Deed of Trust, as amended hereby or any or all of the other Loan Documents, except as provided therein.

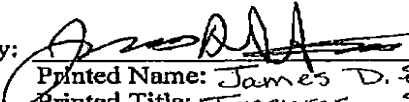
10. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. This First Amendment to 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.

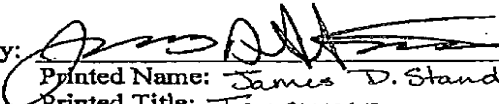
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - EXECUTION PAGE  
FOLLOWS]

IN WITNESS WHEREOF, this First Amendment to 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: Treasurer Standen

COMPASS MINERALS AMERICA INC.,  
a Delaware corporation,

by:   
Printed Name: James D. Standen  
Printed Title: Treasurer

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

by: \_\_\_\_\_  
Printed Name:  
Printed Title:

[Signature Page to Weber County and Box Elder County, Utah First Amendment]

IN WITNESS WHEREOF, this First Amendment to 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:

COMPASS MINERALS AMERICA INC.,  
a Delaware corporation,

by: \_\_\_\_\_  
Printed Name:  
Printed Title:

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

by: Peter S. Predun  
Printed Name: Peter S. Predun  
Printed Title: Executive Director

*[Signature Page to Weber County and Box Elder County, Utah First Amendment]*

STATE OF KS )  
COUNTY OF Johnson ) ss.:

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of October, 2016, by James D. Standen, a Treasurer of COMPASS MINERALS OGDEN INC., a Delaware corporation.

Jennifer Runyan  
Notary Public

Residing at: Ovland Park, KS

My Commission Expires:

Oct. 21, 2019

[Seal]

**JENNIFER L. RUNYAN**  
Notary Public - State of Kansas  
My Appt. Expires 10/21/19

[Notary Page to Weber County and Box Elder County, Utah First Amendment]

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

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of  
October, 2016, by James D. Standen, a Treasurer of  
COMPASS MINERALS AMERICA INC., a Delaware corporation.

Jennifer L. Runyan  
Notary Public

Residing at: Overland Park, KS

My Commission Expires:

Oct. 21, 2019

[Seal]  
**JENNIFER L. RUNYAN**  
Notary Public - State of Kansas  
My Appt. Expires 10/21/19

[Notary Page to Weber County and Box Elder County, Utah First Amendment]



STATE OF New York )  
COUNTY OF New York ) ss.:

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of October, 2016, by Peter S. Pruden, a Executive Director of JPMORGAN CHASE BANK, N.A., a national banking association.

[Signature]  
Notary Public

Residing at: 383 Madison Ave, 24<sup>th</sup> Fl.  
New York, N.Y. 10179

My Commission Expires:

May 1, 2018

[Seal]

Margarita Torres  
Notary Public, State of New York  
Qualified in Bronx County  
Certificates Filed in New York County  
No. 01TO6041062  
My Commission Expires May 1, 2018

[Notary Page to Weber County and Box Elder County, Utah First Amendment]

Description 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) <sup>pt.</sup> 10-041-0008 / *CM*

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  $89^{\circ}57'32''$  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  $00^{\circ}42'09''$  clockwise to match project bearings.

Parcel 2 (Weber County) 10-051-0003 / *CM*

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

Exhibit A-1

Parcel 3 (Weber County) <sup>Pt.</sup> 10-051-0001 / CM

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~~ <sup>DB</sup> 10-032-0017, 0018 / CM

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 / CM

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~~ <sup>DB</sup> 10-032-0019 / CM

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 *CW*

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 *CW*

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)

Exhibit A-3

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 1/2 of the Northeasterly 1/4 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

10-032-0019, 0021 -  
10-032-0001 - CM

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

#### Exhibit A-5

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)

Exhibit A-6