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Leann H. Kilts, WEBER COUNTY RECORDER
26-Oct-16 1118 AM FEE \$50.00 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

FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASEXTRACTED 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 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.

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

THIS FIRST AMENDMENT TO LEASEHOLD 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. 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 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 and Exhibit B 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,

COMPASS MINERALS AMERICA INC., a Delaware corporation,

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

by:

Printed Name:

Printed Title:

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.

by;		
	Printed Name:	
	Printed Title:	
CO.	MPASS MINERALS	S AMERICA INC
	elaware corporation,	
by:		
٠,٠	Printed Name:	
	Printed Title:	
JPN	ORGAN CHASE B	ANK, N.A., a national
	king association,	* 12 12 kg 1 112 big & 110112011111
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by:	1 sem -	from
-	Printed Name:	
	rumcu Name.	73 - t C
	Printed Title:	Peter S. Predun Executive Director

COMPASS MINERALS OGDEN INC.,

TATE OF Kansas
OUNTY OF Johnson)
The foregoing instrument was acknowledged before me on this 20 day of ctober, 2016, by James D. Standen, a Treasurer of DMPASS MINERALS OGDEN INC., a Delaware corporation.
Jenneter Rungan Notary Public
Residing at: Overland Park, KS
y Commission Expires:
U21,2019
[Seal]
JENNIFER L. RUNYAN Notary Public - State of Kansas

STATE OF KAMSAS) ss.: COUNTY OF Johnson)
The foregoing instrument was acknowledged before me on this 20th day of October, 2016, by James D. Standen, a treasurer of COMPASS MINERALS AMERICA INC., a Delaware corporation.
Notary Public De la 16
Residing at: Overland Park, K5
My Commission Expires:
Qct. 21, 2019
JENNIFER L. RUNYAN Notary Public - State of Kansas My Appt. Expires 10/21/19

STATE OF New York) ss.:
COUNTY OF New York) ss.:
The foregoing instrument was acknowledged before me on this day of October, 2016, by 1940 S. Podor, a Executive Dweefer of JPMORGAN CHASE BANK, N.A., a national banking association.
Notary Public
Residing at: 383 Madison Ave, 24th ft.

My Commission Expires:

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Margarita Torres
Notary Public, State of New York
Qualified in Bronx County
Certificate Filed in New York County
No. 01TO6041062

My Commission Expires May 1, 2018

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 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; Section 12—Bed of Great Salt Lake below surveyed meander line; Section 12—Bed of Great Salt Lake below surveyed meander line; Section 12—Bed of Great Salt Lake below surveyed meander line; Section 12—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 below surveyed meander line; Section 7—Bed of Great Salt below surveyed meander line; Township 8 North, Range 10 West, Salt Lake Meridian: Section 31—Bed of Great Salt 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 below surveyed meander line; Section 11—Bed of Great Salt below surveyed meander line; Section 12—Bed of Great Salt below surveyed meander line; Section 14 - Bed of Great Salt below surveyed meander line; Section 15—Bed of Great Salt below surveyed meander line; Section 27 - Bed of Great Salt below surveyed meander line; Section 34—Bed of Great Salt below surveyed meander line; Section 34—Bed of Great Salt 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 Section 23, 25, 26, and 27; All of Section 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 miles more or less, East 1 mile more or less, North 1/2 mile more or less, East 1 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 mile 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 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 Section 17, 18, 19, 30 and 31.

Township 7 North, Range 4 West, Salt Lake Base and Meridian: All of Section 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.

Section 1, 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 Southeast 1/2, South 1/2 of Section 27; That presently unsurveyed portion of Sections 31, 32 and 33; and all of Sections 24, 25 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. 01-013-0094 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. 01-012-0047 thru 01-012-0050

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. 01-012-0038 thru 01-012-0041

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. 01-011-0066

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 No. 01-011-0081

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. 01-011-0054 thru 01-011-0055

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 Nos. 01-011-0078 thru 01-011-0079

Tax Parcel No. 10-055-0001

<u>Description of Subject Lease</u>

Lease dated September 23, 1991 and recorded September 27, 1991 in book 1608 at page 2284 of the official records of Weber County.

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.

SECOND 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.