



W3066717

E# 3066717 PG 1 OF 14
LEANN H KILTS, WEBER COUNTY RECORDER
07-JUL-20 243 PM FEE \$40.00 DEP PV
REC FOR: QUICK DATA SERVICES

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
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

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Compass Minerals America Inc.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
9900 W. 109th Street, Suite 100	Overland Park	KS	66210	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME PNC Bank, National Association				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
300 Fifth Avenue	Pittsburgh	PA	15222	US

4. COLLATERAL: This financing statement covers the following collateral:

Please see Exhibit A consisting of 5 pages and Exhibit B consisting of 7 pages attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessor/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
File with Weber County- UT Matter No.: 19631658-6 MB: 737470576 /737437387 14 pages total

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME
Compass Minerals America Inc.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME
Compass Minerals Receivables LLC

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

9900 W. 109th Street, Suite 100

CITY

Overland Park

STATE

KS

POSTAL CODE

66210

COUNTRY

US

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut

covers as-extracted collateral

is filed as a fixture filing

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

16. Description of real estate:

See Exhibit B, attached hereto and made a part hereof.

17. MISCELLANEOUS:

Addendum Page 1 of 1 (19631658-6) MB: 737470576 /737437387

EXHIBIT A
to
Uniform Commercial Code Financing Statement
on Form UCC-1

DEBTOR/SELLER

Compass Minerals America Inc.
9900 West 109th Street, Suite 100
Overland Park, KS 66210

ASSIGNOR SECURED PARTY

Compass Minerals Receivables LLC
9900 West 109th Street, Suite 100
Overland Park, KS 66210

ASSIGNEE SECURED PARTY

PNC Bank, National Association
300 Fifth Avenue
Pittsburgh, PA 15222

The financing statement (the "Financing Statement") to which this Exhibit A is attached and made a part thereof covers all right, title and interest of the Debtor/Seller in, to and under all of the following, whether now or hereafter owned, existing or arising (collectively, the "Collateral"):

- (a) each Receivable of Debtor/Seller that existed and was owing to Debtor/Seller at the closing of Debtor/Seller's business on the Cut-Off Date (as defined below);
- (b) each Receivable generated by Debtor/Seller from and including the Cut-Off Date to but excluding the Purchase and Sale Termination Date;
- (c) all of Debtor/Seller'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/Seller'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/Seller 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 of the foregoing that are or were received by Debtor/Seller on or after the Cut-Off Date, including, without limitation, all funds which either are received by such Debtor/Seller, the Assignor Secured Party 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/Seller, the Assignor Secured Party 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).

Capitalized terms not otherwise defined herein have the meaning assigned such terms in the Receivables Financing Agreement. Capitalized terms not otherwise defined anywhere herein have the meanings assigned such terms in the UCC.

“Account Control Agreement” means each agreement, in form and substance satisfactory to Assignee Secured Party, among Assignor Secured Party, the Servicer (if applicable), the Assignee Secured Party and a Collection Account Bank, governing the terms of the related Collection Accounts that (i) provides Assignee Secured Party with control within the meaning of the UCC over the deposit accounts subject to such agreement and (ii) by its terms, may not be terminated or canceled by the related Collection Account Bank without the written consent of Assignee Secured Party or upon no less than sixty (60) days prior written notice to Assignee Secured Party, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Collection Account” means each account listed on Schedule II to the Receivables Financing Agreement (as such schedule may be modified from time to time in connection with the closing or opening of any Collection Account in accordance with the terms hereof) (in each case, in the name of Assignor Secured Party) and maintained at a bank or other financial institution acting as a Collection Account Bank pursuant to an Account Control Agreement for the purpose of receiving Collections.

“Collection Account Bank” means any of the banks or other financial institutions holding one or more Collection Accounts.

“Collections” means, with respect to any Pool Receivable: (a) all funds that are received by Debtor/Seller, Assignor Secured Party, the Servicer or any other Person on their behalf in payment of any amounts owed in respect of such Pool Receivable (including purchase price, service charges, finance charges, interest, fees and all other charges), or applied to amounts owed in respect of such Pool Receivable (including insurance payments, proceeds of drawings under supporting letters of credit and net proceeds of the sale or other disposition of repossessed goods or other collateral or property of the related Obligor or any other Person directly or indirectly liable for the payment of such Pool Receivable and available to be applied thereon), (b) all Deemed Collections, (c) all proceeds of all Related Security with respect to such Pool Receivable and (d) all other proceeds of such Pool Receivable.

“Contract” means, with respect to any Receivable, any and all contracts, instruments, agreements, leases, invoices, notes or other writings pursuant to which such Receivable arises or that evidence such Receivable or under which an Obligor becomes or is obligated to make payment in respect of such Receivable.

“Contributed Receivable” means each Receivable contributed by Debtor/Seller to the capital of Assignor Secured Party pursuant to Sections 3.1(a) and 3.2 of the Purchase and Sale Agreement.

“Cut-Off Date” means May 31, 2020.

“Deemed Collection” has the meaning set forth in Section 4.01(d) of the Receivables Financing Agreement.

“Lock-Box” means each locked postal box with respect to which a Collection Account Bank has executed an Account Control Agreement pursuant to which it has been granted exclusive access for the purpose of retrieving and processing payments made on the Receivables and which is listed on Schedule II of the Receivables Financing Agreement (as such schedule may be modified from time to time in connection with the addition or removal of any Lock-Box in accordance with the terms thereof).

“Obligor” means, with respect to any Receivable, the Person obligated to make payments pursuant to the Contract relating to such Receivable.

“Pool Receivable” means a Receivable in the Receivables Pool.

“Purchase and Sale Agreement” means that certain Purchase and Sale Agreement, dated as of June 30, 2020, by and among Debtor/Seller, as originator and servicer, Compass Minerals USA Inc., as originator, and Assignor Secured Party, as buyer, as amended, restated, modified or otherwise supplemented from time to time.

“Purchase and Sale Termination Date” has the meaning set forth in Section 1.4 of the Purchase and Sale Agreement.

“Receivables” means any right to payment of a monetary obligation, whether or not earned by performance, owed to Debtor/Seller or Assignor Secured Party (as assignee of Debtor/Seller), 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. Any such right to payment arising from any one transaction, including, without limitation, any such right to payment represented by an individual invoice or agreement, shall constitute a Receivable separate from a Receivable consisting of any such right to payment arising from any other transaction.

“Receivables Financing Agreement” means that certain Receivables Financing Agreement, dated as of June 30, 2020, by and among Assignor Secured Party, as borrower, Debtor/Seller, as servicer, the Persons from time to time party thereto as Lenders, PNC Capital Markets LLC, as structuring agent, and Assignee Secured Party, as administrative agent, as amended, restated, modified or otherwise supplemented from time to time.

“Receivables Pool” means, at any time of determination, all of the then outstanding Receivables transferred (or purported to be transferred) to the Borrower pursuant to the Purchase and Sale Agreement prior to the Termination Date.

“Related Rights” means, with respect to any Receivable (including, for the avoidance of doubt, any Contributed Receivable):

(a) all of Debtor/Seller’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;

(b) all instruments and chattel paper that may evidence such Receivable;

(c) 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;

(d) solely to the extent applicable to such Receivable, all of Debtor/Seller’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;

(e) all books and records of Debtor/Seller 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

(f) all Collections and other proceeds (as defined in the UCC) of any of the foregoing that are or were received by Debtor/Seller on or after the Cut-Off Date, including, without limitation, all funds which either are received by Debtor/Seller, Assignor Secured Party

or the Servicer from or on behalf of the Obligor in payment of any amounts owed (including, without limitation, invoice price, finance charges, interest and all other charges) in respect of any of the Receivables or are applied to such amounts owed by the Obligor (including, without limitation, any insurance payments that Debtor/Seller, Assignor Secured Party or the Servicer applies in the ordinary course of its business to amounts owed in respect of any of the Receivables, and net proceeds of sale or other disposition of Returned Goods or other collateral of the Obligor in respect of any of the above Receivables or any other parties directly or indirectly liable for payment of such Receivables).

“Returned Goods” means all right, title and interest in and to returned, repossessed or foreclosed goods and/or merchandise the sale of which gave rise to a Receivable.

“Servicer” means Debtor/Seller, as the initial Servicer, and any of its successors and assigns.

“UCC” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

ANY ATTEMPT BY A THIRD PARTY TO PURCHASE OR OTHERWISE ACQUIRE AN INTEREST IN ANY COLLATERAL DESCRIBED IN THIS FINANCING STATEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF ASSIGNEE SECURED PARTY SHALL VIOLATE THE RIGHTS OF ASSIGNEE SECURED PARTY.

EXHIBIT B**LEGAL DESCRIPTION**

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.

\ 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 $\frac{1}{2}$ 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) 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.

∖ 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) 10-032-0004

The Southwest Quarter of the Northeast Quarter, the West $\frac{1}{2}$ 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)

∖ Parcel 7 (Weber County) 10-032-0005

The West $\frac{1}{2}$ of the Northeast Quarter, the Northwest Quarter of Southeast Quarter, the Northeast Quarter of Southwest Quarter, the East $\frac{1}{2}$ 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 $89^{\circ}42'$ 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) 01-011-0037

Beginning at a point located South $0^{\circ}04'48''$ 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 $0^{\circ}04'48''$ 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) 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 $\frac{1}{2}$ of the Northeasterly $\frac{1}{4}$ 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) 01-011-0001

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

Parcel 12 (Box Elder) 01-011-0003

The Southeast $\frac{1}{4}$ and South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 3, Township 6 North, Range 5 West, Salt Lake Meridian.

Parcel 13 (Box Elder) 01-011-0023

Lot 1 of the Northwest $\frac{1}{4}$ of Section 11, Township 6 North, Range 5 West, Salt Lake Meridian.

\ Parcel 14 (Weber) 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) 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 NI/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, NI/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)

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) 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', 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,
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)

LESS AND EXCEPT:

Section 6, T6N, R3W

Parcel 1

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 S0°29'23"W 958.03 feet along the West Line of the East Half of the Southeast Quarter of said Section 6;

thence N89°27'00"W 1111.99 feet to the point of beginning, Contains 81.2517 acres.

ALSO LESS AND EXCEPT:

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 Base and 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 the 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.

The above described part of an entire tract of land contains 33,254 square feet or 0.763 acres, of which 21,780 square feet or 0.500 acres are now occupied by the existing highway.

Balance 11,474 square feet or 0.263 acres.

TAX ID: 10-041-0008