

When recorded, return to:

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

SECOND 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 Trustor,

TO

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

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

This document further 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.

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

THIS SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING (this "Second Amendment to Deed of Trust"), dated as of March 19, 2020, is made by and between COMPASS MINERALS OGDEN INC., a Delaware corporation, as Trustor (the "Grantor"), having an office at 9900 College Boulevard, Overland Park, Kansas 66210, and JPMORGAN CHASE BANK, N.A., a national banking association, having an office at 500 Stanton Christiana Road, 3rd Floor, Newark, Delaware 19713, Attention of JPM Loan & Agency Services Group, as Administrative Agent (as hereinafter defined) (the "Beneficiary").

Background

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

WHEREAS, Grantor, together with Compass Minerals American Inc., a Delaware corporation, previously executed and delivered 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 by that certain First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement, Fixture Filing and As-Extracted Collateral Filing dated as of October 25, 2016 and recorded on October 26, 2016 as Entry No. 363455 in Book 1292, Page 0325 of the Recorder of Box Elder County, Utah and also recorded on October 26, 2016 as Entry No. 2822975 of the Recorder of Weber County, Utah (the "Existing Deed of Trust"), given to secure the Obligations (as defined in the Existing Credit Agreement), 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, the Borrowers, Administrative Agent and Lenders amended and restated the Existing Credit Agreement pursuant to the terms and conditions of that certain Amendment and Restatement Agreement dated as of November 26, 2019 (the "Amendment and Restatement Agreement") which amends and restates the Existing Credit Agreement in the form

as set forth in Exhibit A attached thereto (the Existing Credit Agreement, as so amended and restated, the "Restated Credit Agreement"). The Amendment and Restatement Agreement provides for, among other things, certain amendments to the Existing Credit Agreement, including, without limitation, (i) the refinancing and/or replacement of the Term Loans (as defined in the Existing Credit Agreement) with a new tranche of term loans in the aggregate principal amount of \$400,000,000 (the "Restatement Term Loans"), (ii) the extension of the maturity dates of the Revolving Commitments and Revolving Loans (each as defined in the Existing Credit Agreement) and (iii) other changes in the terms and conditions of the indebtedness now or in the future outstanding under the Restated Credit Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Restated Credit Agreement;

WHEREAS, Grantor and Grantee desire to give notice of the amendments to the Existing Credit Agreement reflected in the Amendment and Restatement Agreement (i) to confirm that the Existing Deed of Trust, as amended hereby, remains in full force and effect and the security interests and priority of such lien granted to the Beneficiary for the benefit of the Secured Parties continues, without interruption, to secure the Grantor's obligations under the Existing Credit Agreement, as amended and restated by the Amendment and Restatement Agreement, including in connection with the Restatement Term Loans as set forth below, and (ii) to make other amendments to the Existing Deed of Trust on the terms set forth below; 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 Existing Deed of Trust to the "Credit Agreement" shall mean and be a reference to the Existing Credit Agreement, as amended and restated by the Amendment and Restatement Agreement 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 Existing Deed of Trust shall be deemed to mean the Existing Deed of Trust as modified by this Second Amendment to Deed of Trust.

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

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

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

6. The liens, security interests, assignments and other rights evidenced by the Existing Deed of Trust are hereby renewed and extended to secure the Obligations (including, without limitation, the Restatement Term Loans) pursuant to this Second Amendment to Deed of Trust.

7. This Second 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 Existing Deed of Trust.

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

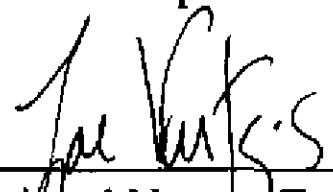
9. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Second 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 Second 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: Zoe Vantz
Printed Title: Secretary

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

by: _____
Printed Name:
Printed Title:

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

The foregoing instrument was acknowledged before me on this 19th day of March, 2020, by Zoe Vantzou, a Secretary of COMPASS MINERALS OGDEN INC., a Delaware corporation.

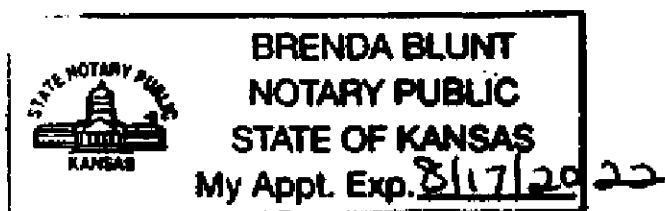
Brenda Blunt
Notary Public

Residing at: 9900 W. 109th Street
Overland Park KS 66210

My Commission Expires:

8/17/2022

[Seal]



IN WITNESS WHEREOF, this Second 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:

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

by:  _____
Printed Name: **Bridget Killackey**
Printed Title: **Executive Director**

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

The foregoing instrument was acknowledged before me on this 24th day of February, 2020, by Bridget Killackey, an Executive Director of JPMORGAN CHASE BANK, N.A., a national banking association.

M. Torres
Notary Public

Residing at: 383 Madison Avenue
New York, New York

My Commission Expires: May 1, 2022

[Seal]

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, 2022

Description of the Land

Fee Simple as to Parcels 2 thru 13; 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

THE LAND HEREIN MORE FULLY DESCRIBED AS:

SITE 1:

PARCEL 1: Intentionally Deleted

PARCEL 2: (Weber County) [Tax Parcel No. 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) [Tax Parcel No. 10-051-0001]

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

PARCEL 4: (Weber County) [Tax Parcel No. 10-032-0018]

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 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 North 89°26'37" West 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 North 89°26'37" West 2433.96 feet along the section line and North 00°33'23" East

Exhibit A-1

1681.72 feet from the Southeast corner of said Section 6; thence North 00°00'00" East 1605.00 feet; thence North 31°28'00" East 1374.00 feet to the North Meander Line of said Section 6; thence North 82°27'56" East 694.60 feet (1855 GLO record=North 82° East) along said Meander Line; thence North 87°27'56" East 1052.24 feet (1855 GLO record=North 87° East 16 chains) along said Meander Line to the Northeast corner of Lot 1 of said Section 6; thence South 00°29'25" West 660.00 feet to the Southeast corner of said Lot 1; thence North 89°26'57" West 1320.06 feet to the Southwest corner of said Lot 1; thence South 00°29'23" West 1320.00 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 6; thence North 89°27'00" West 1111.99 feet to the point of beginning.

PARCEL 5: (Weber County) [Tax Parcel No. 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) [Tax Parcel No. 10-032-0019]

The Southwest quarter of the Northeast quarter, the West half 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 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 North 89°26'37" West 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 North 89°26'37" West 2433.96 feet along the section line and North 00°33'23" East 1681.72 feet from the Southeast corner of said Section 6; thence North 00°00'00" East 1605.00 feet; thence North 31°28'00" East 1374.00 feet to the North Meander Line of said Section 6; thence North 82°27'56" East 694.60 feet (1855 GLO record=North 82° East) along said Meander Line; thence North 87°27'56" East 1052.24 feet (1855 GLO record=North 87° East 16 chains) along said Meander Line to the Northeast corner of Lot 1 of said Section 6; thence South 00°29'25" West 660.00 feet to the Southeast corner of said Lot 1; thence North 89°26'57" West 1320.06 feet to the Southwest corner of said Lot 1; thence South 00°29'23" West 1320.00 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 6; thence North 89°27'00" West 1111.99 feet to the point of beginning.

PARCEL 7: (Weber County) [Tax Parcel No. 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.

Exhibit A-2

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) [Tax Parcel No. 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) [Tax Parcel No. 01-011-0037]

Beginning at a point located South 00°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 00°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) [Tax Parcel No. 01-011-0039]

Beginning at a point located South 00°04'48" East 1290.2 feet along the East line of said section from the Northeast corner of Section 28, Township 6 North, Range 5 West, Salt Lake Meridian, South 00°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) [Tax Parcel No. 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) [Tax Parcel No. 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) [Tax Parcel No. 01-011-0023]

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

Exhibit A-3

PARCEL 14: Intentionally Deleted

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 the property described in that certain Special Warranty Deed recorded August 27, 1970 as Entry No. 539514 in Book 948 at Page 537, Official Records of Weber County, 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 and described as follows: Commencing at a point 232 feet West of the Southeast corner of the property described in that certain Special Warranty Deed recorded August 27, 1970 as Entry No. 539514 in Book 948 at Page 537, Official Records of Weber County, 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 and described as follows: Commencing at a point 623 feet West of the Southeast corner of the property described in that certain Special Warranty Deed recorded August 27, 1970 as Entry No. 539514 in Book 948 at Page 537, Official Records of Weber County, 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 to 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: Intentionally Deleted

Exhibit A-4