

Tax Parcel Nos. 98-038-0-0069; 04-075-0-0002; 05-054-0-0011;
05-056-0-0001; 05-053-0-0001; 05-024-0-0001; 04-074-0-0004; 05-053-0-0007; 04-075-0-0001;
04-083-0-0004; 04-074-0-0003; 05-025-0-0004; 04-073-0-0003; 04-073-0-0004; 05-053-0-0005;
04-083-0-0001

The following are State assessed under Tax ID No. 98-038-0-0069: 04-077-0-0001;
04-036-0-0001; 04-078-0-0001; 04-080-0-0003; 04-073-0-0002; 04-072-0-0002; 04-078-0-0002;
04-038-0-0002; 04-078-0-0003; 04-083-0-0003; 04-085-0-0001; 04-080-0-0004; 04-072-0-0001;
04-082-0-0001; 04-077-0-0002; 04-078-0-0005; 04-038-0-0001; 04-086-0-0001; 04-078-0-0004;
04-082-0-0003; 04-084-0-0001; 04-082-0-0004; 04-034-0-0002; 04-081-0-0006; 04-072-0-0003;
04-083-0-0002; 04-081-0-0001; 04-079-0-0002; 04-082-0-0002; 04-037-0-0001; 04-081-0-0002;
04-080-0-0001; 04-080-0-0002; 04-073-0-0001; 04-034-0-0009; 04-034-0-0008; 04-034-0-0005;
04-081-0-0005

**FIRST LIEN DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES, FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING**

by and from

MORTON SALT, INC.,

“Grantor”

to

FIRST AMERICAN TITLE INSURANCE COMPANY,

“Trustee”

for the benefit of

**MORGAN STANLEY SENIOR FUNDING, INC.,
in its capacity as Collateral Agent for the benefit of the Secured Parties**

“Beneficiary”

Dated as of March 16, 2022

NCS-1023169-14

Municipality: Grantsville
County: Tooele
State: Utah

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

**Cahill Gordon & Reindel LLP
32 Old Slip
New York, NY 10005
Attention: Joshua Cohn, Esq.**

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE TRUSTEE OR THE BENEFICIARY TO TAKE THE TRUST PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS INSTRUMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF TRUST PROPERTY.

THIS INSTRUMENT COVERS MINERALS AND OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH AND THE ACCOUNTS RELATED THERETO. THIS FINANCING STATEMENT IS TO BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF THE RECORDERS OF THE COUNTIES LISTED ON THE EXHIBIT HERETO. THE GRANTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBIT ATTACHED HERETO.

PORTIONS OF THE TRUST PROPERTY ARE GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN THE EXHIBIT HERETO.

FIRST LIEN DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING

THIS FIRST LIEN DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING (this "Deed of Trust") is executed effective as of March 16, 2022 by and from **MORTON SALT, INC.**, a Delaware corporation, as grantor, assignor and debtor (in such capacities and together with any successors in such capacities, "Grantor"), whose address is 444 West Lake Street, Suite 3000, Chicago, IL 60606, to **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation, as trustee (in such capacity and together with any successors in such capacity, "Trustee"), whose address is 215 South State Street, Suite 380, Salt Lake City, UT 84111, for the benefit of **MORGAN STANLEY SENIOR FUNDING, INC.**, as collateral agent (in such capacity, together with its successors in such capacity, the "Agent") for the benefit of the Secured Parties, as beneficiary, assignee and secured party (in such capacities and, together with its successors and assigns in such capacities, "Beneficiary") having an address at 1300 Thames Street, 4th Floor, Thames Street Wharf, Baltimore, Maryland 21231.

PRELIMINARY STATEMENTS

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of March 16, 2020, as amended by Amendment No. 1 to First Lien Credit Agreement, dated as of October 16, 2020, as further amended by Amendment No. 2 to First Lien Credit Agreement, dated as of April 29, 2021 (as further amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SCIH Salt Holdings Inc., a Delaware corporation ("Borrower"), SCIH Salt Intermediate Holdings Inc., a Delaware corporation ("Holdings"), Morgan Stanley Senior Funding, Inc., as Administrative Agent, as Collateral Agent, as a Swing Line Lender and as an Issuing Bank, the Lenders from time to time party thereto and each other party from time to time party thereto, the Lenders have agreed to provide credit facilities to Borrower and the Issuing Banks have agreed to issue Letters of Credit for the account of Borrower;

WHEREAS, certain additional extensions of credit may be made from time to time for the benefit of the Grantors (as defined in the Security Agreement) pursuant to Secured Cash Management Agreements and Secured Hedge Agreements; and

WHEREAS, it is a condition to the Secured Parties' obligation to make and maintain such extensions of credit that Grantor shall have executed and delivered this Deed of Trust to Agent.

ACCORDINGLY, in order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement, and such Secured Cash Management Agreements and Secured Hedge Agreements, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used herein (including terms used in the preamble and preliminary statements) and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. The rules of construction and other interpretive provisions specified in Sections 1.02, 1.05, 1.06 and 1.12 of the Credit Agreement shall apply to this Deed of Trust, including with respect to terms defined in the preamble and preliminary statements hereto. As used herein, the following terms shall have the following meanings:

(a) **“Charges”**: shall mean any and all present and future real estate, property and other taxes, assessments and special assessments, levies, fees, all water and sewer rents and charges and all other governmental charges imposed upon or assessed against, and all claims (including, without limitation, claims for landlords’, carriers’, mechanics’, workmen’s, repairmen’s, laborer’s, materialmen’s, suppliers’ and warehousemen’s liens and other claims arising by operation of law), judgments or demands against, all or any portion of the Trust Property or other amounts of any nature which, if unpaid, might result in or permit the creation of, a Lien on the Trust Property or which might result in foreclosure of all or any portion of the Trust Property except, in each case, Permitted Liens.

(b) **“Secured Obligations”**: shall have the meaning assigned thereto in the Security Agreement.

(c) **“Security Agreement”**: That certain First Lien Pledge and Security Agreement dated as of March 16, 2020 by and among Borrower, Holdings, the Subsidiary Parties (as defined therein) and Agent, as the same may be amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time.

(d) **“Trust Property”**: The fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Grantor and all of Grantor’s right, title and interest in, to and under all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing in each case whether now owned or hereinafter acquired (collectively, the **“Land”**), and all of Grantor’s right, title and interest now or hereafter acquired in, to and under, in each case to the fullest extent assignable by Grantor in accordance with applicable laws (1) all buildings, structures and other improvements now owned or hereafter acquired by Grantor, now or at any time situated, placed, replaced or constructed upon the Land (the **“Improvements”**); the Land and Improvements are collectively referred to as the **“Premises”**), (2) all water rights of every kind and nature which are appurtenant to the Land, including, without limitation, claims, decrees, applications, permits, storage rights, ditches and ditch rights, and all shares of stock and memberships in any canal, irrigation or other water company and including, without limitation, the Water Rights listed on Exhibit “B” attached hereto and incorporated herein by reference, and in each case, as

amended, amended and restated, extended, supplemented, renewed or otherwise modified from time to time (collectively, the "Water Rights"), (3) all oil, gas and minerals of every kind and nature and including without limitation, salt, salt formations and salt deposits (collectively, "Minerals") located in, on or under the Land, (4) all mineral leases, royalty agreements and other contracts (whether as lessee or lessor) that have been or in the future will be entered into with respect to Minerals that are located in, on or under the Land, and in each case, as amended, amended and restated, extended, supplemented, renewed or otherwise modified from time to time (collectively, the "Mineral Leases"), (5) all materials, supplies, machinery, equipment, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all equipment, inventory and other goods in which Grantor now has or hereafter acquires any rights or any power to transfer rights and that are or are to become fixtures (as defined in the UCC, defined below) related to the Land (the "Fixtures"); provided, however, the foregoing shall not include any property belonging to the tenants under Leases or leasehold owners under Mineral Leases except to the extent that Grantor shall have any right or interest therein, (6) all "as-extracted collateral" as defined in the UCC (defined below), (7) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Grantor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the "Personalty"), (8) all the following "Subsurface Rights": (A) all Minerals located beneath the surface of (x) the Land, (y) all streets, alleys, highways, driveways, rivers, streams, drains, water courses, easements and rights of way in, over, under and through, or adjoining or appurtenant to, the Land and all strips and gores adjoining the same and (z) all stopes, rooms, pillars and areas of appurtenances of any kind comprising the salt mine (the "Mine"), (B) the right to remove all or any portion of the Minerals by subsurface mining or other subsurface extraction means and to conduct all ancillary activities, (C) the right to insert, inject and store any and all Minerals, machinery and equipment and other materials in all chambers, cavities, spaces, pore spaces and/or caverns now existing or hereafter created beneath the surface of (x) the Land, (y) all streets, alleys, highways, driveways, rivers, streams, drains, water courses, easements and rights of way in, over, under and through, or adjoining or appurtenant to, the Land, and all strips and gores adjoining the same and (z) the Mine, and (D) subsurface ingress and egress rights beneath the surface of (x) the Land, (y) all streets, alleys, highways, driveways, rivers, streams, drains, water courses, easements and right of way in, over, under and through, or adjoining or appurtenant to, the Land, and all strips and gores adjoining the same and (z) the Mine, (9) all reserves, escrows or impounds required under the Credit Agreement or any of the other Loan Documents and all of Grantor's right, title and interest in all reserves, deferred payments, deposits, refunds and claims of any nature relating to the Trust Property (the "Deposit Accounts"), (10) all leases (including Mineral Leases), licenses, concessions, occupancy agreements or other agreements (now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the Trust Property, together with all related security and other deposits and in each case, as amended, amended and restated,

extended, supplemented, renewed or otherwise modified from time to time (the "Leases"), (11) all of the rents, royalties, income, profits, revenue, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying, as applicable, the Trust Property (the "Rents"), (12) all other agreements entered into by Grantor, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, indemnities, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Trust Property and in each case, as amended, amended and restated, extended, supplemented, renewed or otherwise modified from time to time (the "Property Agreements"), (13) all property tax refunds payable with respect to the Trust Property (the "Tax Refunds"), (14) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "Proceeds"), (15) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Grantor (the "Insurance"), (16) subject to the terms of the Credit Agreement, all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the "Condemnation Awards") and (17) any and all right, title and interest of Grantor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Trust Property or the construction of any alteration relating to the Premises or the maintenance of any Property Agreement (the "Records"). As used in this Deed of Trust, the term "Trust Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein. For the avoidance of doubt, Trust Property shall not include any Excluded Assets.

(e) "UCC": The Uniform Commercial Code of Utah, or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Utah, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

ARTICLE II

GRANT

Section 2.1 Grant. In consideration of the advances or extensions by the Secured Parties and in further consideration of the mutual covenants contained herein and to secure the prompt and complete payment and performance of all Secured Obligations, Grantor hereby GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Trustee, its successors and assigns, in trust, with power of sale and right of entry and possession, for the use and benefit of Beneficiary, on behalf of and for the benefit of the Secured Parties to have and to hold all of Grantor's estate, right, title, and interest in the Trust Property located in (or cover or

relate to properties located in) the state of Utah. Notwithstanding the foregoing or anything herein to the contrary, in no event shall the Trust Property include any Excluded Assets.

Section 2.2 Secured Obligations. This Deed of Trust secures, and the Trust Property is collateral security for, the payment and performance in full when due of the Secured Obligations.

Section 2.3 Future Advances. This Deed of Trust shall secure all Secured Obligations including, without limitation, future advances whenever hereafter made with respect to or under the Credit Agreement or the other Loan Documents and shall secure not only Secured Obligations with respect to presently existing indebtedness under the Credit Agreement or the other Loan Documents, but also any and all other indebtedness which may hereafter be owing to the Secured Parties under the Credit Agreement or the other Loan Documents, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, in each case, pursuant to the Credit Agreement or the other Loan Documents, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions, refinancings, modifications or renewals of all such Secured Obligations whether or not Grantor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust.

Section 2.4 Intentionally Omitted.

Section 2.5 Intentionally Omitted.

Section 2.6 No Release. Nothing set forth in this Deed of Trust shall relieve Grantor from the performance of any term, covenant, condition or agreement on Grantor's part to be performed or observed under or in respect of any of the Trust Property or from any liability to any Person under or in respect of any of the Trust Property or shall impose any obligation on Beneficiary or any other Secured Party to perform or observe any such term, covenant, condition or agreement on Grantor's part to be so performed or observed or shall impose any liability on Beneficiary or any other Secured Party for any act or omission on the part of Grantor relating thereto or for any breach of any representation or warranty on the part of Grantor contained in this Deed of Trust or any other Loan Document, or under or in respect of the Trust Property or made in connection herewith or therewith, unless such liability was caused by the gross negligence, bad faith, illegal acts or willful misconduct of Beneficiary or any Affiliate thereof, as determined by a final, non-appealable judgment of a court of competent jurisdiction, or arising solely from a state of facts that came into existence after foreclosure, or acceptance of a deed in lieu of foreclosure by Beneficiary or its designees. The obligations of Grantor contained in this Section 2.6 shall survive the termination hereof and the discharge of Grantor's other obligations under this Deed of Trust or the other Loan Documents.

ARTICLE III

WARRANTIES, REPRESENTATIONS AND COVENANTS

Grantor warrants, represents and covenants to Beneficiary as follows:

Section 3.1 Grantor's Representations and Covenants. In order to induce Beneficiary to enter into this Deed of Trust, the Credit Agreement and the other Loan Documents, Grantor agrees that the representations, warranties and covenants of Borrower set forth in Articles V, VI and VII of the Credit Agreement, solely to the extent applicable to the Trust Property, this Deed of Trust and/or Grantor in its capacity as grantor hereunder, are incorporated into this Deed of Trust by reference as if fully set forth herein and are of full force and effect as if made by Grantor herein.

Section 3.2 Payment of Charges. Except as otherwise permitted by the terms of the Credit Agreement, Grantor shall pay and discharge, or cause to be paid and discharged, from time to time prior to same becoming delinquent, all Charges. Grantor shall, upon Beneficiary's reasonable written request, deliver to Beneficiary receipts evidencing the payment of all such Charges.

Section 3.3 Limitation on Liens; Transfer Restrictions.

(a) Grantor will not create, incur, or suffer to exist any Lien on the Trust Property except (i) the Lien and security interest created by this Deed of Trust, and (ii) Permitted Liens.

(b) Grantor will not sell, lease, transfer or otherwise dispose of the Trust Property except for licenses, sales, leases, transfers and other dispositions specifically permitted under the Credit Agreement.

ARTICLE IV

DEFAULT AND FORECLOSURE

Section 4.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, Beneficiary may, at Beneficiary's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to and in accordance with any provisions of the Loan Documents providing for the automatic acceleration of the Secured Obligations upon the occurrence of certain Events of Default, declare the Secured Obligations to be immediately due and payable, without further notice (except as required by applicable law or as expressly required under the Loan Documents), presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable.

(b) Entry on Trust Property. Enter the Trust Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon, unless prohibited by applicable law and subject to the rights of parties in possession thereof. If Grantor remains in possession of the Trust Property following the occurrence and during the continuance of an Event of Default and without Beneficiary's prior written consent, Beneficiary may invoke any legal remedies to dispossess Grantor.

(c) Operation of Trust Property. Hold, lease, develop, manage, operate, carry on the business thereof or otherwise use the Trust Property upon such terms and conditions as Beneficiary may deem reasonably necessary under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Beneficiary deems reasonably necessary), and apply all Rents and other amounts collected by Beneficiary in connection therewith in accordance with the provisions of Section 4.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Deed of Trust by judicial action or by power of sale, in which case the Trust Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Grantor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. Beneficiary or any of the other Secured Parties may be a purchaser at such sale. If Beneficiary or such other Secured Party is the highest bidder, Beneficiary or such other Secured Party may credit the portion of the purchase price that would be distributed to Beneficiary or such other Secured Party against the Secured Obligations in lieu of paying cash. In the event this Deed of Trust is foreclosed by judicial action, appraisal of the Trust Property is waived to the extent permitted by applicable law, Trustee may adjourn from time to time any sale by it to be made under or by virtue hereof by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and Trustee, without further notice or publication (except as required by applicable law or as expressly required under the Loan Documents), may make such sale at the time and place to which the same shall be so adjourned.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice (except as required by applicable law or as expressly required under the Loan Documents) to Grantor or regard to the adequacy of the Trust Property for the repayment of the Secured Obligations, the appointment of a receiver of the Trust Property, and Grantor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Trust Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7; provided, however, notwithstanding the appointment of any receiver, Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of the Credit Agreement to Beneficiary.

(f) UCC. Exercise any and all rights and remedies granted to a secured party upon default under the UCC, including, without limiting the generality of the foregoing:

(i) the right to take possession of the personal property or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the personal property, and (ii) request Grantor at its expense to assemble the personal property and make it available to Beneficiary at a convenient place acceptable to Beneficiary. Any notice of sale, disposition or other intended action by Beneficiary with respect to the personal property sent to Grantor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Grantor.

(g) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity.

Section 4.2 Separate Sales. The Trust Property may be sold in one or more whole parcels and in such manner and order as Beneficiary in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Beneficiary and the other Secured Parties shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Loan Documents or against the Trust Property, or against any one or more of them, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Beneficiary or any other Secured Party in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and Resort to Collateral. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Trust Property, any part of the Trust Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Loan Documents or their status as a first priority lien and security interest in and to the Trust Property. For payment of the Secured Obligations, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.

Section 4.5 Appearance, Waivers, Notice and Marshalling of Assets. After the occurrence and during the continuance of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the payment or performance of the Secured Obligations or any part thereof, or of any proceedings to foreclose the lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, Grantor shall enter its voluntary appearance in such action, suit or proceeding. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Trust Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for

payment, (b) all notices of any Event of Default or of Beneficiary's election to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation. To the extent permitted by applicable law, Grantor shall not claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Trust Property, or any part thereof, prior to any sale or sales of the Trust Property which may be made pursuant to this Deed of Trust, or pursuant to any decree, judgment or order of any court of competent jurisdiction. Grantor covenants not to hinder, delay or impede the execution of any power granted or delegated to Beneficiary by this Deed of Trust.

Section 4.6 Discontinuance of Proceedings. If Beneficiary or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Beneficiary or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Grantor, Beneficiary and the other Secured Parties shall be restored to their former positions with respect to the Secured Obligations, the Loan Documents, the Trust Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Beneficiary or any other Secured Party thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default. Notwithstanding the foregoing, no such act shall increase Grantor's liabilities or obligations or decrease its rights under the Loan Documents.

Section 4.7 Application of Proceeds. After the occurrence and the continuance of any Event of Default, all proceeds received by the Beneficiary in respect of any sale of, collection from, or other realization upon all or any part of the Trust Property under any Loan Document shall be applied by the Beneficiary in accordance with Section 8.03 of the Credit Agreement.

Section 4.8 Occupancy After Foreclosure. Any sale of the Trust Property or any part thereof in accordance with Section 4.1(d) will divest all right, title and interest of Grantor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Grantor retains possession of such property or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser, and will, if Grantor remains in possession after written demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process by law.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of any Event of Default, Beneficiary and each of the other Secured Parties shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Grantor. All reasonable sums advanced and out-of-pocket expenses incurred at any time by Beneficiary or any other Secured Party under this Section 4.9, or otherwise under this Deed of Trust or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of

reimbursement, computed at the Default Rate then computed on any portion of the Secured Obligations and all such sums, together with interest thereon, shall be secured by this Deed of Trust.

(b) Grantor shall pay all reasonable out-of-pocket expenses (including reasonable out-of-pocket attorneys' fees and expenses) in connection with the perfection and enforcement of this Deed of Trust or the enforcement, compromise or settlement of the Secured Obligations or any claim under this Deed of Trust, and for the curing thereof, or for defending or asserting the rights and claims of Beneficiary in respect thereof, by litigation or otherwise in accordance with Section 10.04 of the Credit Agreement.

Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article IV, the assignment of the Rents and Leases under Article V, the security interests under Article VI, nor any other remedies afforded to Beneficiary under the Loan Documents, at law or in equity shall cause Beneficiary or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Trust Property, to obligate Beneficiary or any other Secured Party to lease the Trust Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE V

ASSIGNMENT OF RENTS AND LEASES

Section 5.1 Assignment. In furtherance of and in addition to the assignment made by Grantor in Section 2.1 of this Deed of Trust, Grantor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Beneficiary all of its right, title and interest in and to all Leases (but only to the extent permitted under the existing Leases), whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents, but excluding from such assignment and grant any Excluded Assets. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Grantor shall have a revocable license from Beneficiary to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Secured Obligations and to otherwise use the same and to enforce the terms of the Leases. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Secured Obligations or solvency of Grantor, the license herein granted shall, at the election of Beneficiary, expire and terminate, upon written notice to Grantor by Beneficiary. Notwithstanding the foregoing, if the license is revoked due to the occurrence and continuance of an Event of Default, and such Event of Default is thereafter cured or waived in accordance with the Credit Agreement, and no other Event of Default shall then be continuing, Grantor's license shall be immediately reinstated, without the execution of any further instrument or document or taking of any further action on the part of Grantor or Beneficiary.

Section 5.2 Perfection Upon Recordation. Grantor acknowledges that Beneficiary has taken all actions necessary to obtain, and that upon recordation of this Deed of Trust, Beneficiary shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Grantor acknowledges and agrees that upon recordation of this Deed of Trust, Beneficiary's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Grantor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under the Bankruptcy Code, without the necessity of commencing a foreclosure action with respect to this Deed of Trust, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 5.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Grantor and Beneficiary agree that (a) this Deed of Trust shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Deed of Trust extends to property of Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 5.4 No Merger of Estates. The rights and estate created by this Deed of Trust shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by Beneficiary unless Beneficiary shall have consented to such merger in writing.

ARTICLE VI

SECURITY AGREEMENT

Section 6.1 Security Interest. This Deed of Trust shall further constitute a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records. To this end, Grantor grants to Beneficiary, for its benefit and the benefit of the Secured Parties, a first priority security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards, Records and all other Trust Property which is personal property, including, without limitation, "as-extracted collateral" (as defined in the UCC), to secure the payment and performance of the Secured Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records, including, without limitation, "as-extracted collateral" (as defined in the UCC), sent to Grantor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Grantor. Subject to Section 7.25 hereof, in the event of any conflict or inconsistency whatsoever between the terms of this Deed of Trust and the terms of the Security Agreement with respect to the collateral covered both therein and herein, including, but not limited to, with respect to whether any such

Trust Property is to be subject to a security interest or the use, maintenance or transfer of any such Trust Property, the Security Agreement shall control, govern, and prevail, to the extent of any such conflict or inconsistency. For the avoidance of doubt, no personal property of Grantor that does not constitute "Collateral" under and as defined in the Security Agreement shall be subject to any security interest of Beneficiary or any Secured Party or constitute collateral hereunder.

Section 6.2 Financing Statements. Grantor shall prepare and deliver to Beneficiary such financing statements, and shall execute and deliver to Beneficiary such other documents, instruments and further assurances, in each case in form and substance reasonably satisfactory to Beneficiary, as Beneficiary may, from time to time, reasonably consider necessary to create, perfect and preserve Beneficiary's security interest hereunder. Grantor hereby irrevocably authorizes Beneficiary to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

Section 6.3 Fixture and As-Extracted Collateral Filing. This Deed of Trust shall also constitute a "fixture filing" and "as-extracted collateral filing" for the purposes of the UCC against all of the Trust Property which is or is to become fixtures or as-extracted collateral. The information provided in this Section 6.3 is provided so that this Deed of Trust shall comply with the requirements of the UCC for a deed of trust instrument to be filed as a financing statement. Grantor is the "Debtor" and its name and mailing address are set forth in the preamble of this Deed of Trust preceding Article I. Beneficiary is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Deed of Trust preceding Article I. A statement describing the portion of the Trust Property comprising the fixtures or as-extracted collateral hereby secured is set forth in the definition of "Trust Property" in Section 1.1 of this Deed of Trust. Grantor represents and warrants to Beneficiary that Grantor is the record owner of the Trust Property.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.02 of the Credit Agreement. All communications and notices hereunder Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Schedule 10.02 to the Credit Agreement.

Section 7.2 Covenants Running with the Land. All grants, covenants, terms, provisions and conditions contained in this Deed of Trust are intended by Grantor and Beneficiary to be, and shall be construed as, covenants running with the Land. As used herein, "Grantor" shall refer to the party named in the first paragraph of this Deed of Trust and to any subsequent owner of all or any portion of the Trust Property. All Persons who may have or acquire an interest in the Trust Property shall be deemed to have notice of, and be bound by, the

terms of the Credit Agreement and the other Loan Documents; provided, however, that no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary.

Section 7.3 Attorney-in-Fact.

(a) Grantor hereby appoints, effective upon the occurrence and during the continuance of an Event of Default, Beneficiary as its attorney-in-fact, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Beneficiary reasonably deems appropriate to protect Beneficiary's interest, if Grantor shall fail to do so within ten (10) days (or such longer period as Beneficiary may agree in its reasonable discretion) after written request by Beneficiary, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Personalty, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and Records in favor of the grantee of any such deed and as may be necessary for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Trust Property and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Grantor hereunder; provided, however, that (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantor; (2) any sums advanced by Beneficiary in such performance that are payable under Section 4.9(b) shall be added to and included in the Secured Obligations and, if not paid when due, shall bear interest at the default rate provided therefor in Section 2.08 of the Credit Agreement; (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (4) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section 7.3. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Notwithstanding the foregoing, no such act shall increase Grantor's liabilities or obligations or decrease its rights under the Loan Documents.

(b) THE APPOINTMENT OF THE BENEFICIARY AS ATTORNEY-IN-FACT IN THIS ARTICLE VII IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS DEED OF TRUST IS TERMINATED IN ACCORDANCE WITH SECTION 7.7; PROVIDED, HOWEVER, BENEFICIARY SHALL ONLY EXERCISE SUCH RIGHT DURING THE CONTINUANCE OF AN EVENT OF DEFAULT. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER BENEFICIARY, NOR ANY SECURED PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO AND IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 7.4 Successors and Assigns. The terms and provisions of this Deed of Trust shall be binding upon and inure to the benefit of Grantor, Beneficiary and the Secured Parties

and their respective successors and permitted assigns. Except as provided in Section 10.07 of the Credit Agreement, no Grantor shall have the right to assign its rights or delegate its obligations under this Deed of Trust or any interest herein, without the prior written consent of Beneficiary. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Beneficiary, for the benefit of Beneficiary and the Secured Parties, hereunder.

Section 7.5 No Waiver; Amendment; Cumulative Remedies. No failure or delay by Beneficiary or any Secured Party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Beneficiary and the Secured Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Deed of Trust or consent to any departure by any Secured Party therefrom shall in any event be effective unless in writing signed by Beneficiary with the concurrence or at the direction of the Lenders required under Section 10.01 of the Credit Agreement (if any), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

Section 7.6 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS DEED OF TRUST OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS DEED OF TRUST BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.6.

Section 7.7 Termination or Release.

(a) This Deed of Trust shall continue in effect until, and shall terminate on, the Termination Date (as defined in the Security Agreement).

(b) Grantor shall automatically be released from its obligations hereunder and the lien and security interest created hereunder in the Trust Property shall be automatically released as set forth in and in accordance with the requirements of Section 9.12 and Section 10.24 of the Credit Agreement, including, with respect to any Subsidiary Party, as a result of any transaction permitted under the Credit Agreement pursuant to which such Subsidiary Party ceases to be a Subsidiary of Borrower.

(c) Upon any sale, transfer or other disposition by Grantor of any Trust Property that is permitted under Section 3.3(b) to any Person that is not another Loan Party, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Trust Property as set forth in and in accordance with the requirements of Section 9.12 and Section 10.24 of the Credit Agreement, the security interest in such Trust Property shall be automatically released without further action from any party.

(d) The security interests granted hereunder on any Trust Property, to the extent such Trust Property is comprised of property leased to Grantor, shall be automatically released upon termination or expiration of such lease, without further action from any party, pursuant to and in accordance with the requirements of Section 9.12 and Section 10.24 of the Credit Agreement.

(e) The security interest in any Trust Property shall be automatically released as set forth in and in accordance with the requirements of Section 9.12 and Section 10.24 of the Credit Agreement or upon any release of the Lien on such Trust Property in accordance with Section 9.12 and Section 10.24 of the Credit Agreement.

(f) In connection with any termination or release pursuant to Section 7.7(a), (b), (c), (d), or (e), Beneficiary shall promptly execute and deliver to Grantor, at Grantor's expense, all UCC termination statements and similar documents that Grantor shall reasonably request to evidence such termination or release and shall perform such other actions reasonably requested by Grantor to effect such release, including delivery of certificates, securities and instruments. Any execution and delivery of documents pursuant to this Section 7.7 shall be without recourse to or representation or warranty by Beneficiary or any Secured Party. Without limiting the provisions of Section 7.19, Borrower shall reimburse (or cause to be reimbursed) the Beneficiary in accordance with Section 10.04 of the Credit Agreement (provided that each reference to "Borrower" shall be a reference to "Grantor") for all reasonable and documented out-of-pocket costs and expenses, including the fees, charges and expenses of counsel, incurred by it in connection with any action contemplated by this Section 7.7.

Section 7.8 Waiver of Stay, Moratorium and Similar Rights. Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Deed of Trust or the Secured Obligations secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Beneficiary or any other Secured Party.

Section 7.9 Applicable Law. The provisions of this Deed of Trust shall be governed by and construed under the laws of the state in which the Premises is located.

Section 7.10 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 7.11 Severability. All rights, remedies and powers provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable

provision of Law, and all the provisions of this Deed of Trust are intended to be subject to all applicable mandatory provisions of Law that may be controlling and to be limited to the extent necessary so that they shall not render this Deed of Trust invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in this Deed of Trust that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Deed of Trust are declared to be severable.

Section 7.12 Entire Agreement. This Deed of Trust, together with the other Loan Documents, embodies the entire agreement and understanding between Grantor and Beneficiary relating to the Trust Property and supersedes all prior agreements and understandings, oral or written, between Grantor and Beneficiary relating to the Trust Property.

Section 7.13 Beneficiary as Agent. Beneficiary has been appointed to act as Agent by the other Secured Parties pursuant to the Credit Agreement. Beneficiary shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Trust Property) in accordance with the terms of the Credit Agreement, the Security Agreement and this Deed of Trust. Grantor and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Beneficiary, without inquiry into the existence of required consents or approvals of the Secured Parties therefor

Section 7.14 Recording Documentation To Assure Security. Grantor shall, forthwith after the execution and delivery hereof and thereafter, from time to time, cause this Deed of Trust and any financing statement, continuation statement or similar instrument relating to any of the Trust Property or to any property intended to be subject to the lien hereof or the security interests created hereby to be filed, registered and recorded in such manner and in such places as may be required by any present or future law and shall take such actions as Beneficiary shall reasonably deem necessary in order to publish notice of and fully to protect the validity and priority of the liens, assignment, and security interests purported to be created upon the Trust Property and the interest and rights of Beneficiary therein. Grantor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Beneficiary advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Deed of Trust.

Section 7.15 Further Acts. The Grantor shall, at the sole cost and expense of Grantor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as Beneficiary shall from time to time reasonably request, which may be reasonably necessary in the judgment of Beneficiary from time to time to assure, perfect, convey, assign, mortgage, transfer and confirm unto Beneficiary, the property and rights hereby conveyed or assigned or which Grantor may be or may hereafter become bound to

convey or assign to Beneficiary or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. Without limiting the generality of the foregoing, in the event that Beneficiary desires to exercise any remedies, consensual rights or attorney-in-fact powers set forth in this Deed of Trust or under any Loan Document (in each case in accordance with this Deed of Trust or the other Loan Documents) and determines it reasonably necessary to obtain any approvals or consents of any Governmental Authority or any other person therefor, then, upon the reasonable written request of Beneficiary, Grantor agrees to use its commercially reasonable efforts to assist and aid Beneficiary to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers. In the event Grantor shall fail after written demand to execute any instrument or take any action required to be executed or taken by Grantor under this Section 7.15, Beneficiary may execute or take the same as the attorney-in-fact for Grantor, such power of attorney being coupled with an interest and is irrevocable. Notwithstanding the foregoing, no such act shall increase Grantor's liabilities or obligations or decrease its rights under the Loan Documents.

Section 7.16 Additions to Trust Property. All right, title and interest of Grantor in and to all extensions, amendments, relocations, restakings, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Trust Property hereafter acquired by or released to Grantor or constructed, assembled or placed by Grantor upon the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further deed of trust, conveyance, assignment or other act by Grantor, shall become subject to the Lien and security interest of this Deed of Trust as fully and completely and with the same effect as though now owned by Grantor and specifically described in the grant of the Trust Property above, but at any and all times Grantor will execute and deliver to Beneficiary any and all such further assurances, deeds of trust, conveyances or assignments thereof as Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the Lien and security interest of this Deed of Trust.

Section 7.17 Relationship. The relationship of Beneficiary to Grantor hereunder is strictly and solely that of lender and borrower and beneficiary and grantor and nothing contained in the Credit Agreement, this Deed of Trust or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Secured Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Beneficiary and Grantor other than as lender and borrower and beneficiary and grantor.

Section 7.18 No Claims Against Beneficiary. Nothing contained in this Deed of Trust shall constitute any consent or request by Beneficiary, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Trust Property or any part thereof, nor as giving Grantor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Beneficiary in respect thereof or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien hereof.

Section 7.19 Expenses. Solely to the extent required by Section 10.04 of the Credit Agreement (provided that each reference to "Borrower" shall be a reference to "Grantor"), Grantor agrees to reimburse Beneficiary for any and all reasonable and documented out-of-pocket expenses paid or incurred by Beneficiary in connection with the preparation, execution, delivery, administration, collection and enforcement of this Deed of Trust and in the audit, analysis, administration, collection, preservation or sale of the Trust Property. Any and all costs and expenses incurred by Grantor in the performance of actions required pursuant to the terms hereof shall be borne solely by Grantor.

Section 7.20 Jurisdiction; Venue; Consent to Service of Process.

(a) TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND BENEFICIARY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS DEED OF TRUST, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT BENEFICIARY AND THE OTHER SECURED PARTIES RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY COLLATERAL DOCUMENT OR THE ENFORCEMENT OF ANY JUDGMENT.

(b) GRANTOR, BENEFICIARY AND EACH OTHER SECURED PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS DEED OF TRUST IN ANY COURT REFERRED TO IN PARAGRAPH (a) OF THIS SECTION 7.20. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 7.1. NOTHING IN THIS DEED OF TRUST WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 7.21 Reinstatement. This Deed of Trust shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7.22 Limitation on Beneficiary's and Secured Party's Duty with Respect to the Trust Property. Beneficiary shall have no obligation to clean up or otherwise prepare the Trust Property for sale. Beneficiary and each Secured Party shall use reasonable care with respect to the Trust Property in its possession or under its control. To the extent permitted by law, neither Beneficiary, nor any Secured Party shall have any other duty as to any Trust Property in its possession or control or in the possession or control of any agent or nominee of Beneficiary or such Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

Section 7.23 Security Interest Absolute. All rights of Beneficiary hereunder, the Lien and security interest and all obligations of Grantor hereunder shall be absolute and unconditional.

Section 7.24 Indemnity. Section 7.18 of the Security Agreement is hereby incorporated by reference *mutatis mutandis*.

Section 7.25 Security Agreement. In the case of a conflict between this Deed of Trust and the Security Agreement with respect to Trust Property that is real property (including Fixtures or As-Extracted Collateral), this Deed of Trust shall govern.

Section 7.26 ABL Intercreditor Agreement. From and after the execution of the ABL Intercreditor Agreement, this Deed of Trust is subject to the terms and conditions set forth in the ABL Intercreditor Agreement and, in the event of any conflict between the terms of this Deed of Trust and the terms of the ABL Intercreditor Agreement, the terms of the ABL Intercreditor Agreement shall govern.

Section 7.27 Equal Priority Intercreditor Agreement. This Deed of Trust is subject to the terms and conditions set forth in the Equal Priority Intercreditor Agreement and, in the event of any conflict between the terms of this Deed of Trust and the terms of the Equal Priority

Intercreditor Agreement, the terms of the Equal Priority Intercreditor Agreement shall govern. Pursuant to the Equal Priority Intercreditor Agreement, notwithstanding the order of recording, the lien of this Deed of Trust is intended to be pari passu with the lien granted to The Bank of New York Mellon Trust Company, N.A., as notes collateral agent, pursuant to a deed of trust encumbering the Trust Property recorded contemporaneously herewith.

ARTICLE VIII

REGARDING TRUSTEE

Section 8.1 Trustee's Powers and Liabilities.

(a) Trustee, by acceptance hereof, covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for gross negligence, bad faith or willful misconduct, and hereby waives any statutory fee and agrees to accept reasonable compensation, in lieu thereof, for any services rendered by it in accordance with the terms thereof. All authorities, powers and discretions given in this Deed of Trust to Trustee and/or Beneficiary may be exercised by either, without the other, with the same effect as if exercised jointly;

(b) Subject to the provisions of the Utah Code Annotated Section 57-1-22(5), Trustee may resign at any time upon giving thirty (30) days' notice in writing to Grantor and to Beneficiary;

(c) Beneficiary may remove Trustee at any time or from time to time and select a successor trustee in its sole discretion for any reason whatsoever. Beneficiary may, upon notice to Grantor and without specifying the reason therefore and without applying to any court, select and appoint a successor trustee, and all powers, rights, duties and authority of the former trustee, as aforesaid, shall thereupon become vested in such successor. Such substitute trustee shall not be required to give bond for the faithful performance of his duties unless required by Beneficiary. Such substitute trustee shall be appointed by written instrument duly recorded in the county where the Land is located. Grantor hereby ratifies and confirms any and all acts that the herein named Trustee, or his successor or successors in this trust, shall do lawfully by virtue hereof. Grantor hereby agrees, on behalf of itself and its heirs, executors, administrators and assigns, that the recitals contained in any deed or deeds executed in due form by any Trustee or substitute trustee, acting under the provisions of this instrument, shall be prima facie evidence of the facts recited, and that it shall not be necessary to prove in any court, otherwise than by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds and the passing of title thereby;

(d) Trustee shall not be required to see that this Deed of Trust is recorded nor liable for its validity or its priority as a first deed of trust, or otherwise, nor shall Trustee be answerable or responsible for performance or observance of the covenants and agreements imposed upon Grantor or Beneficiary by this Deed of Trust or any other agreement. Trustee, as well as Beneficiary, shall have authority in their respective discretion to employ agents and attorneys in the execution of this trust and to protect the interest of Beneficiary hereunder, and to the fullest extent permitted by law they shall be compensated and all expenses relating to the employment of such agents and/or attorneys, including expenses of litigation, shall be paid out of

the proceeds of the sale of the Trust Property conveyed hereby should a sale be had, but if no such sale be had, all sums so paid out shall be recoverable to the fullest extent permitted by law by all remedies at law or in equity; and

(e) At any time, or from time to time, without liability therefore and with ten (10) day's prior written notice to Grantor, upon written request of Beneficiary and without affecting the effect of this Deed of Trust upon the remainder of the Trust Property, Trustee may (A) reconvey any part of the Trust Property, (B) consent in writing to the making of any map or plat thereof, so long as Grantor has consented thereto, (C) join in granting any easement thereon, so long as Grantor has consented thereto, or (D) join in any extension agreement or any agreement subordinating the lien or charge hereof.

ARTICLE IX

LOCAL LAW PROVISIONS

Section 9.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article IX and the terms and conditions of this Deed of Trust, the terms and conditions of this Article IX shall control and be binding.

Section 9.2 Remedies. In addition to Beneficiary's remedies set forth herein, Beneficiary shall have the following remedies upon the occurrence of an Event of Default: Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Trust Property, or any part thereof, to be sold to satisfy the Secured Obligations, and Trustee shall file such notice for record in each county wherein the Trust Property or some part or parcel thereof is situated. If Beneficiary invokes the power of sale, Trustee and Beneficiary shall take such action regarding notice of sale and shall give such notices to Grantor and to other persons as applicable law may require. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by applicable law, Trustee, without demand on Grantor, shall sell such portion of the Trust Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale or as otherwise provided by law. Trustee shall execute and deliver to the purchaser a deed conveying said Trust Property so sold without any covenant or warranty, express or implied. The recitals in the Trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale in the following order: (i) reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's and attorneys' fees; (ii) cost of any evidence of title procured in connection with such sale and revenue stamps or similar taxes on Trustee's deed; (iii) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate set forth in the Secured Obligations secured hereby from date of expenditure; and (iv) in accordance with Section 4.7 hereof. In the event of exercise of the power of sale, or in the event of a sale under a judicial foreclosure of this Deed of Trust, Grantor

agrees to surrender possession of the Trust Property to the purchaser at said sale, immediately after said sale, in the event such possession has not previously been surrendered by Grantor. Notwithstanding any other provision set forth herein, Beneficiary's rights and remedies shall be governed by applicable Utah statutes, laws, rules, and regulations, including, without limitation, the Utah Code Annotated, Title 57, Chapter 1, as amended and in effect from time to time.

Section 9.3 Trustee Provisions. Beneficiary may appoint a successor trustee at any time by complying with the applicable Utah statutory requirements therefor. The new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other trust deed or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 9.4 Request for Notice of Default. Grantor requests that one copy of any notice of default and of any notice of sale required hereunder or by applicable law be mailed to Grantor at its address hereinbefore set forth, and notice of any change of Grantor's address shall only be effective if given by Grantor to both Trustee and to Beneficiary in the manner required by this Deed of Trust.

Section 9.5 Integration. PURSUANT TO UTAH CODE ANNOTATED SECTION 25-5-4, GRANTOR IS NOTIFIED THAT THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND THAT AGREEMENT, AS EXPRESSED IN THE LOAN DOCUMENTS, MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED PRIOR OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.


Section 9.6 Environmental Indemnities Not Secured. Notwithstanding anything in the Loan Documents to the contrary, this Deed of Trust shall not secure the obligations of Grantor or any other party providing indemnities to Beneficiary with respect to Environmental Liabilities under the Credit Agreement or the other Loan Documents.

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IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

GRANTOR:

MORTON SALT, INC., a Delaware corporation

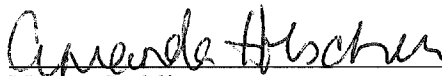
By: 
Name: Brad Bacon
Title: Senior Vice President,
Chief Administrative Officer &
General Counsel

Acknowledgment

STATE OF KANSAS §
 §
COUNTY OF JOHNSON §

The foregoing instrument was acknowledged before me this 18th day of June, 2024, by Brad Bacon, the Senior Vice President, Chief Administrative Officer & General Counsel of Morton Salt, Inc., a Delaware corporation.

Witness my hand and official seal.


Notary Public

Residing at: Overland Park, KS Johnson County
My Commission Expires: 6/16/2028

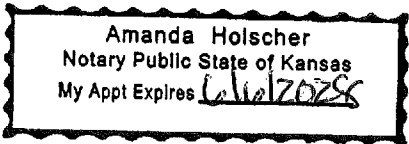


EXHIBIT A**LEGAL DESCRIPTION****PARCEL 1:**

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°58'49" WEST 2643.19 FEET TO THE SOUTH QUARTER CORNER OF SECTION 27; THENCE NORTH 89°59'09" WEST 2642.50 FEET TO THE SOUTHWEST CORNER OF SECTION 27; THENCE NORTH 89°57'34" WEST 2642.98 FEET TO THE SOUTH QUARTER CORNER OF SECTION 28; THENCE NORTH 89°57'48" WEST 2643.17 FEET TO THE SOUTHEAST CORNER OF SECTION 29; THENCE NORTH 89°57'00" WEST 2642.59 FEET TO THE SOUTH QUARTER CORNER OF SECTION 29; THENCE NORTH 0°00'35" WEST 2642.51 FEET TO THE CENTER OF SECTION 29; THENCE NORTH 89°57'20" WEST 2642.43 FEET TO THE WEST QUARTER CORNER OF SECTION 29; THENCE NORTH 0°00'25" WEST 2643.24 FEET TO THE NORTHWEST CORNER OF SECTION 29; THENCE NORTH 89°57'45" WEST 2177.58 FEET TO A CLOSING CORNER ON THE RANGE LINE BETWEEN RANGE 6 AND 7 WEST; THENCE ALONG THE RANGE LINE NORTH 0°01'28" WEST 120.01 FEET TO THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 7 WEST; THENCE NORTH 0°01'28" WEST 2651.36 FEET TO THE EAST QUARTER CORNER OF SECTION 24; THENCE NORTH 0°01'17" WEST 2651.44 FEET TO THE NORTHEAST CORNER OF SECTION 24; THENCE NORTH 0°01'10" WEST 2653.13 FEET TO THE EAST QUARTER CORNER OF SECTION 13; THENCE NORTH 0°01'54" WEST 2493.78 FEET TO THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 6 WEST; THENCE LEAVING THE RANGE LINE SOUTH 89°56'34" EAST 2181.71 FEET TO THE NORTH QUARTER CORNER OF SECTION 18; THENCE NORTH 89°57'34" EAST 2640.48 FEET TO THE SOUTH QUARTER CORNER OF SECTION 8; THENCE NORTH 0°01'35" WEST 2642.75 FEET TO THE CENTER OF SECTION 8; THENCE SOUTH 89°57'41" EAST 2642.75 FEET TO THE EAST QUARTER CORNER OF SECTION 8; THENCE NORTH 0°00'35" EAST 2641.79 FEET TO THE NORTHWEST CORNER OF SECTION 9; THENCE NORTH 0°00'35" EAST 2641.79 FEET TO THE WEST QUARTER CORNER OF SECTION 4; THENCE NORTH 0°00'35" EAST 2975.98 FEET TO THE NORTHWEST CORNER OF SECTION 4; THENCE NORTH 89°59'38" EAST 566.05 FEET ALONG THE SALT LAKE BASE LINE TO THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 6 WEST; THENCE NORTH 0°02'54" WEST 5284.65 FEET TO THE NORTH QUARTER CORNER OF SECTION 32; THENCE SOUTH 89°59'36" EAST 2642.43 FEET TO THE NORTHEAST CORNER OF SECTION 32; THENCE SOUTH 0°02'34" EAST 2643.76 FEET TO THE EAST QUARTER CORNER OF SECTION 32; THENCE SOUTH 89°58'13" EAST 5286.72 FEET TO THE EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH 89°59'18" EAST 1322.84 FEET; THENCE SOUTH 0°00'14" EAST 330.30 FEET; THENCE NORTH 89°59'11" WEST 661.33 FEET; THENCE SOUTH 0°01'11" EAST 660.55 FEET; THENCE SOUTH 89°58'52" EAST 661.15 FEET; THENCE NORTH 0°00'14" WEST 330.31 FEET; THENCE SOUTH 89°59'02" EAST 661.24 FEET; THENCE NORTH 0°00'43" EAST 660.66 FEET; THENCE SOUTH 89°59'18" EAST 661.42 FEET TO THE CENTER OF SECTION 34; THENCE SOUTH 89° 59' 18" EAST 1320.46 FEET; THENCE NORTH 0°00'27" EAST

1320.21 FEET; THENCE NORTH 89°56'25" EAST 1320.00 FEET; THENCE SOUTH 89°58'37" EAST 2643.45 FEET; THENCE SOUTH 0°00'09" EAST 1321.96 FEET TO THE CENTER OF SECTION 35; THENCE SOUTH 0°00'09" EAST 2643.91 FEET TO THE SOUTH QUARTER CORNER OF SECTION 35; THENCE NORTH 89°58'12" WEST ALONG THE SALT LAKE BASE LINE 554.98 FEET TO THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 6 WEST; THENCE SOUTH 0°00'36" WEST 2978.62 FEET TO THE EAST QUARTER CORNER OF SECTION 2; THENCE SOUTH 0° 00' 36" WEST 2641.80 FEET TO THE SOUTHEAST CORNER OF SECTION 2; THENCE SOUTH 0°00'36" WEST 2641.80 FEET TO THE EAST QUARTER CORNER OF SECTION 11; THENCE SOUTH 0° 00' 36" WEST 2641.80 FEET TO THE SOUTHEAST CORNER OF SECTION 11; THENCE SOUTH 0°00'36" WEST 2641.80 FEET TO THE EAST QUARTER CORNER OF SECTION 14; THENCE NORTH 89°58'36" EAST 5049.47 FEET TO THE EAST QUARTER CORNER OF SECTION 13; THENCE SOUTH 0°46'11" EAST 2642.40 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH 0°46'11" EAST 2642.40 FEET TO THE EAST QUARTER CORNER OF SECTION 24; THENCE SOUTH 0°46'11" EAST 1321.21 FEET; THENCE NORTH 89°03'42" EAST 5147.00 FEET; THENCE NORTH 89°57'23" EAST 5363.07 FEET; THENCE NORTH 0°02'39" EAST 1321.28 FEET TO THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°01'28" EAST 2642.56 FEET TO THE NORTHEAST CORNER OF SECTION 20; THENCE NORTH 0°01'51" EAST 2642.13 FEET TO THE EAST QUARTER CORNER OF SECTION 17; THENCE NORTH 0°01'16" EAST 2642.32 FEET TO THE NORTHEAST CORNER OF SECTION 17; THENCE NORTH 89°59'44" EAST 1097.11 FEET TO A MEANDER CORNER; THENCE SOUTH 3°58'43" EAST 5299.75 FEET TO A MEANDER CORNER; THENCE SOUTH 10°41'26" EAST 3349.09 FEET; THENCE SOUTH 47°48'33" WEST 1981.70 FEET; THENCE SOUTH 0°48'33" WEST 660.56 FEET TO A MEANDER CORNER; THENCE SOUTH 89°58'18" WEST 614.06 FEET TO THE SOUTHEAST CORNER OF SECTION 20; THENCE WEST 2722.55 FEET TO THE SOUTH QUARTER CORNER OF SECTION 20; THENCE SOUTH 89°56'04" WEST 2639.55 FEET TO THE SOUTHWEST CORNER OF SECTION 20; THENCE SOUTH 89°02'38" WEST 2664.07 FEET TO THE SOUTH QUARTER CORNER OF SECTION 19; THENCE SOUTH 89°03'13" WEST 2465.15 FEET TO THE SOUTHWEST CORNER OF SECTION 19; THENCE SOUTH 0°46'11" EAST 2641.74 FEET TO THE EAST QUARTER CORNER OF SECTION 25; THENCE SOUTH 89°58'54" WEST 5193.69 FEET TO THE WEST QUARTER CORNER OF SECTION 25; THENCE SOUTH 0°01'07" WEST 1321.10 FEET; THENCE NORTH 89°59'46" WEST 2644.65 FEET; THENCE NORTH 89°59'43" WEST 2643.38 FEET; THENCE SOUTH 0°00'12" WEST 1320.78 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTIES:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°02'05" EAST ALONG THE SECTION LINE 506.18 FEET; THENCE NORTH 51°04'05" EAST ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE 434.92 FEET; THENCE NORTH 53°16'05" EAST 402.82 FEET; THENCE NORTH 60°51'05" EAST 201.30 FEET; THENCE NORTH 57°46'05" EAST 300.70 FEET; THENCE NORTH

29°10'05" EAST 86.55 FEET; THENCE NORTH 46°15'05" EAST 302.25 FEET; THENCE NORTH 36°51'05" EAST 95.42 FEET; THENCE NORTH 30°21'05" EAST 96.40 FEET; THENCE NORTH 24°21'05" EAST 396.61 FEET; THENCE NORTH 18°36'05" EAST 116.32 FEET; THENCE NORTH 75°46'05" EAST 171.41 FEET TO THE MEANDER LINE OF THE GREAT SALT LAKE; THENCE ALONG THE MEANDER LINE OF THE GREAT SALT LAKE SOUTH 20°33'05" WEST 677.87 FEET; THENCE SOUTH 37°48'05" WEST 1320.00 FEET; THENCE SOUTH 42°03'05" WEST 1161.60 FEET TO THE MEANDER CORNER BETWEEN PARTIAL SECTIONS 25 AND 26; THENCE NORTH 0°02'05" EAST 303.60 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 26; TOWNSHIP 1 NORTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°02'05" EAST 423.13 FEET ALONG THE SECTION LINE TO A POINT ON THE SOUTHERLY LINE OF THE EXISTING CANAL; THENCE CONTINUING SOUTHWESTERLY SEVEN COURSES ALONG THIS LINE AS FOLLOWS: SOUTH 50°23'05" WEST 208.37 FEET; THENCE SOUTH 39°03'05" WEST 699.27 FEET; THENCE SOUTH 47°51'05" WEST 1602.46 FEET; THENCE SOUTH 47°34'05" WEST 1099.00 FEET; THENCE SOUTH 44°22'05" WEST 1903.30 FEET; THENCE SOUTH 58°56'05" WEST 299.85 FEET; THENCE SOUTH 43°51'05" WEST 509.22 FEET; THENCE SOUTH 89°58'37" EAST 1904.43 FEET ALONG THE 40 ACRE LINE; THENCE NORTH 0°00'09" EAST 1321.96 FEET ALONG THE CENTER OF SECTION 35 TO THE NORTH QUARTER CORNER OF SECTION 35; THENCE ALONG THE NORTH SECTION LINE OF SECTION 35, NORTH 89°52'08" EAST 1306.80 FEET TO THE MEANDER CORNER BETWEEN SECTIONS 35 AND 26; THENCE NORTH 33°31'57" WEST ALONG THE MEANDER LINE 594.00 FEET; THENCE NORTH 42°10'39" EAST ALONG THE MEANDER LINE 2468.40 FEET TO THE MEANDER CORNER BETWEEN SECTIONS 25 AND 26; THENCE NORTH 0°02'05" EAST 303.60 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING TWO PARCELS LOCATED WITHIN SECTION 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A POINT WHICH IS THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 313.07 FEET; THENCE SOUTH 208.71 FEET; THENCE EAST 313.07 FEET; THENCE NORTH 208.71 FEET TO THE POINT OF BEGINNING.

BEGINNING 64 FEET WEST OF THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 100 FEET; THENCE NORTH 100 FEET; THENCE EAST 100 FEET; THENCE SOUTH 100 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING PARCEL LOCATED WITHIN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT THE CENTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°00'48" WEST

2652.27 FEET; THENCE SOUTH 89°44'18" EAST 1321.83 FEET; THENCE SOUTH 0°00'22" EAST 2647.15 FEET; THENCE NORTH 89°57'36" WEST 1321.48 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TOWNSHIP 1 SOUTH, RANGE 5 WEST:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 32 AND RUNNING THENCE SOUTH ON THE SECTION LINE TO THE POINT OF INTERSECTION OF SAME WITH THE NORTH SIDE OF WESTERN PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTHEAST ALONG THE NORTH SIDE OF THE SAID RIGHT OF WAY TO THE POINT WHERE THE SAME INTERSECTS THE EAST BOUNDARY LINE OF SAID SECTION 32; THENCE NORTH ON SAID SECTION LINE TO THE NORTHEAST CORNER OF SAID SECTION 32; THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 32 TO THE PLACE OF BEGINNING. 4-75-1

COMMENCING AT A POINT WHERE THE NORTH SIDE OF THE WESTERN PACIFIC RIGHT OF WAY INTERSECTS THE EAST BOUNDARY LINE OF SECTION 31; THENCE NORTH ALONG SAID BOUNDARY LINE 1562 FEET; THENCE WEST ALONG THE BOUNDARY LINE BETWEEN SECTION 30 AND SECTION 31, 3,575 FEET TO THE INTERSECTION OF SAID BOUNDARY LINE WITH THE NORTH LINE OF THE SAID WESTERN PACIFIC RIGHT OF WAY; THENCE SOUTH 68°8' EAST ALONG THE NORTH LINE OF THE SAID WESTERN PACIFIC RIGHT OF WAY TO THE PLACE OF BEGINNING. 4-74-4

COMMENCING AT A POINT WHERE THE NORTH LINE OF THE WESTERN PACIFIC RAILROAD RIGHT OF WAY INTERSECTS THE EAST BOUNDARY OF SECTION 31; THENCE NORTH 380 FEET, THENCE WESTERLY PARALLEL TO RAILROAD RIGHT OF WAY 1233 FEET; THENCE SOUTH 380 FEET TO THE NORTH SIDE OF RAILROAD RIGHT OF WAY, THENCE SOUTHEASTERLY ALONG THE NORTH SIDE OF SAID RAILROAD RIGHT OF WAY 1233 FEET TO PLACE OF BEGINNING.

LOT 3 AND LOT 4; THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30. 4-73-4

LOT 4 OF SECTION 29. 4-73-13

TRACT BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 1,230 FEET; THENCE NORTH 75°48' EAST 1,068 FEET; THENCE NORTH 57°35' EAST 400 FEET; THENCE NORTH 34°15' EAST 560.3 FEET TO THE SOUTH RIGHT OF WAY LINE OF WESTERN PACIFIC RAILROAD; THENCE NORTH 68°17' WEST ALONG SAID RIGHT OF WAY LINE 786 FEET TO POINT ON THE NORTH SECTION LINE OF SAID SECTION 31; THENCE WEST ALONG SAID

SECTION LINE 958.2 FEET, TO THE NORTHWEST CORNER OF SAID SECTION 31, THE PLACE OF BEGINNING. ALSO SUCH PORTIONS OF BLOCKS 37, 38, 39, 49, 50 AND 56 OF BURMESTER TOWNSITE AS MAY BE INCLUDED IN THE ABOVE DESCRIBED TRACT OF LAND. 4-74-3

THE SOUTH HALF OF SECTION 31, EXCEPTING THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE CENTER OF SECTION 31 AND RUNNING THENCE EAST 2,640 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 825 FEET; THENCE NORTH 76°46' WEST, 2,712 FEET TO THE CENTER LINE OF SAID SECTION; THENCE NORTH 198 FEET TO THE POINT OF BEGINNING. 4-74-3

TRACT COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 AND RUNNING THENCE NORTH ALONG SAID SECTION LINE, 1,100 FEET; THENCE SOUTH 74°24' EAST 2,559 FEET TO CENTER LINE OF SAID SECTION; THENCE SOUTH 396 FEET TO CENTER OF SAID SECTION; THENCE WEST 2,465 FEET TO THE POINT OF BEGINNING, INCLUDING SUCH PORTIONS OF BLOCKS 7, 17, 18, 34, 35 AND 36 OF BURMESTER TOWNSITE AS MAY BE INCLUDED IN THE ABOVE DESCRIBED TRACT OF LAND. 4-74-3

TRACT COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32 AND RUNNING THENCE EAST 2,643 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE NORTH 880 FEET; THENCE NORTH 23°36' WEST 1,645.5 FEET; THENCE ON A 4° CURVE TO THE LEFT, 300 FEET; THENCE WEST 1,840 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 2,642 FEET TO THE POINT OF BEGINNING. 4-75-2

LESS AND EXCEPTING A PARCEL OF LAND DEEDED TO THE STATE ROAD COMMISSION OF UTAH BY THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 289379 IN BOOK 92 AT PAGE 538 OF OFFICIAL RECORDS, FOR A CONNECTION ROAD INCIDENT TO THE CONSTRUCTION OF A FREEWAY KNOWN AS PROJECT NO. 80-2, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 5 WEST, AND IN LOT 3 AND LOT 4 OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 108 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID LOT 4 TO A POINT 75.0 FEET PERPENDICULARLY DISTANT NORTHWESTERLY FROM THE CENTER LINE OF SAID CONNECTION ROAD; THENCE NORTH 51°47'45" EAST 2075 FEET, MORE OR LESS, TO A POINT 75.0 FEET PERPENDICULARLY DISTANT NORTHWESTERLY FROM SAID CENTER LINE AT ENGINEER STATION 332+38.85; THENCE SOUTH 38°12'15" EAST 150.0 FEET; THENCE SOUTH 51°47'45" WEST 2058 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 4; THENCE WEST 105 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AS SHOWN ON THE

OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

TRACT COMMENCING AT A POINT 586.2 FEET EAST FROM THE SOUTH QUARTER CORNER OF SECTION 32 AND RUNNING THENCE NORTH 23°36' WEST 1,506.4 FEET; THENCE NORTH 854.5 FEET; THENCE EAST 765.8 FEET TO WESTERN PACIFIC RAILROAD COMPANY SOUTH RIGHT OF WAY 2,010 FEET TO EAST SECTION LINE; THENCE SOUTH 1,490.5 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST 2,053.8 FEET TO THE POINT BEGINNING. 4-74-2

TRACT BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 32 AND RUNNING THENCE NORTH 880 FEET, MORE OR LESS, TO A POINT WHERE THE NORTH-SOUTH CENTER LINE OF SAID SECTION INTERSECTS THE RIGHT OF WAY OF THE GRANTS-TOOELE BRANCH LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE SOUTH 23°36' EAST, ALONG SAID RIGHT OF WAY, TO A POINT WHERE SAID RIGHT OF WAY INTERSECTS THE SOUTH LINE OF SAID SECTION 32; THENCE WEST 477.5 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. 4-74-2

PARCEL 2A:

THE FOLLOWING RIGHT OF WAY FOR A PIPE LINE OVER AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED NOVEMBER 19, 1920 AS ENTRY NO. 164430 IN BOOK 3M AT PAGE 96 AND DEED RECORDED NOVEMBER 18, 1949 AS ENTRY NO. 226821 IN BOOK 4D AT PAGE 251 OF OFFICIAL RECORDS, ACROSS THE FOLLOWING DESCRIBED PROPERTY: LOT 4 SOUTHWEST QUARTER, SOUTHEAST QUARTER, EAST HALF, SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 33, NORTH HALF, SOUTHEAST QUARTER, SOUTHWEST QUARTER, NORTHEAST QUARTER, SOUTH HALF NORTHWEST QUARTER AND NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 32, THE LINE OF SAID PIPE LINE BEING PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 69°0' WEST 11.195 FEET TO THE LINE BETWEEN SECTIONS 31 AND 32, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT BEING SOUTH 0°40' EAST 1180 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 32, BEING A TOTAL LENGTH OF PIPE LINE OF 2.120 MILES, THE SAME BEING SITUATED IN TOOELE COUNTY, STATE OF UTAH.

PARCEL 3:

TOWNSHIP 1 SOUTH, RANGE 6 WEST:

THE SOUTHWEST QUARTER; LOTS 3 AND 4, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25. 4-83-1

SECTION 36. 4-83-4

LESS AND EXCEPTING THE FOLLOWING DESCRIBED TRACTS OF LAND FROM PARCELS 2 AND 3 SHOWN ABOVE:

PARCEL NO. 80-2:11:A

A PARCEL OF LAND AS CONTAINED IN THAT FINAL ORDER OF CONDEMNATION RECORDED AS ENTRY NO. 285691 IN BOOK 84 AT PAGE 263 OF OFFICIAL RECORDS, CONSISTING OF FOUR TRACTS IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 80-2, BEING PART OF AN ENTIRE TRACT OF PROPERTY IN THE SOUTHWEST QUARTER AND SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 6 WEST, LOT 1 OF SECTION 31, THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 5 WEST, AND LOT 3 OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID FOUR TRACTS OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SECTION 25 AT A POINT 105.0 FEET RADIALLY DISTANT SOUTHWESTERLY FROM THE CENTER LINE OF THE EAST BOUND LANE OF SAID PROJECT, WHICH POINT IS APPROXIMATELY 579 FEET NORTH FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTHEASTERLY 870 FEET, MORE OR LESS, ALONG THE ARC OF AN 11,354.16 FOOT RADIUS CURVE TO THE RIGHT TO A POINT PERPENDICULARLY OPPOSITE SOUTHWESTERLY FROM SAID CENTER LINE AT ENGINEER STATION 4544+98.21 BACK WHICH EQUALS ENGINEER STATION 4544+98.32 AHEAD (NOTE: TANGENT TO SAID CURVE AT THE POINT OF BEGINNING BEARS APPROXIMATELY SOUTH 56°54' EAST); THENCE SOUTH 62°34'18" EAST 5702 FEET, MORE OR LESS, TO A SOUTHEASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 75°48' EAST 438.1 FEET TO A SOUTHEASTERLY CORNER OF SAID ENTIRE TRACT; THENCE NORTH 57°35' EAST 134.8 FEET TO A POINT 305.0 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CENTER LINE; THENCE NORTH 62°34'18" WEST 6102 FEET, MORE OR LESS, TO A POINT PERPENDICULARLY OPPOSITE FROM SAID CENTER LINE AT ENGINEER STATION 4544+98.32 BACK WHICH EQUALS ENGINEER STATION 4544+98.21 AHEAD; THENCE NORTH 62°34'18" WEST 24.69 FEET TO A POINT OF TANGENCY WITH AN 11,564.16 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 1041 FEET, MORE OR LESS, ALONG THE ARC OF SAID CURVE TO SAID WEST LINE OF SECTION 25; THENCE SOUTH 432 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO BEGINNING ON THE WEST LINE OF SAID SECTION 32 AT A POINT 50.0 FEET RADIALLY DISTANT NORTHEASTERLY FROM THE CENTER LINE OF FRONTAGE

ROAD NO. 4 OF SAID PROJECT, WHICH POINT IS 145.39 FEET SOUTH FROM THE WEST QUARTER CORNER OF SAID SECTION 32; THENCE SOUTHEASTERLY 163.3 FEET ALONG THE ARC OF AN 8036.54 FOOT RADIUS CURVE TO THE LEFT TO A POINT PERPENDICULARLY OPPOSITE NORTHEASTERLY FROM SAID CENTER LINE AT ENGINEER STATION 51+54.43 (NOTE: TANGENT TO SAID CURVE AT THE POINT OF BEGINNING BEARS APPROXIMATELY SOUTH 69°56'55" EAST); THENCE SOUTH 71°05'33" EAST 282.39 FEET TO A POINT OF TANGENCY WITH A 630.51 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 515.56 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 62°03'29" EAST 256.34 FEET TO A POINT OF TANGENCY WITH A 760.95 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHEASTERLY 829.91 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 54°42'06" EAST 47 FEET, MORE OR LESS, TO A POINT ON THE EXISTING SOUTHWESTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD (GRANTS-TOOELE BRANCH LINE); THENCE SOUTHEASTERLY 1431 FEET, MORE OR LESS, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD TO A POINT 175.0 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF THE EAST BOUND LANE OF SAID PROJECT; THENCE NORTH 75°24'33" WEST 1344.07 FEET TO A POINT OF TANGENCY WITH AN 11,634.16 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY 358.67 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTHERLY AND SOUTHEASTERLY 283.34 FEET ALONG THE ARC OF A 167.00 FOOT RADIUS CURVE TO A POINT 75.0 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTER LINE OF RAMP G OF SAID PROJECT AT ENGINEER STATION 27+00.10 (NOTE: TANGENT TO SAID CURVE AT THE POINT OF BEGINNING BEARS SOUTH 59°00'22" WEST); THENCE SOUTH 38°12'15" EAST 1462.49 FEET; THENCE SOUTH 51°47'45" WEST 150.0 FEET; THENCE NORTH 38°12'15" EAST 1943.10 FEET TO A POINT OF TANGENCY WITH A 1016.35 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 490.40 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 65°51'00" WEST 55.70 FEET TO THE WEST LINE OF SAID SECTION 32; THENCE NORTH 582.33 FEET TO THE POINT OF BEGINNING.

ALSO BEGINNING AT A POINT 75.0 FEET PERPENDICULARLY DISTANT NORTHWESTERLY FROM THE CENTER LINE OF THE BURMESTER CROSS ROAD AT ENGINEER STATION 332+38.85, SAID POINT BEING APPROXIMATELY 1635 FEET EAST AND 70 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 51°47'45" EAST 893.50 FEET TO A POINT OF TANGENCY WITH A 497.96 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY AND NORTHERLY 560 FEET, MORE OR LESS, ALONG THE ARC OF SAID CURVE TO A POINT 175.0 FEET PERPENDICULARLY DISTANT SOUTHWESTERLY FROM THE CENTER LINE OF THE EAST BOUND LANE OF SAID PROJECT; THENCE SOUTH 75°24'33" EAST 25 FEET, MORE OR LESS, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD (WARREN SPUR); THENCE SOUTHEASTERLY 293.9 FEET ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY LINE TO A POINT 75.0 FEET RADIALLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID BURMESTER CROSS ROAD AT ENGINEER STATION 345+05.75; THENCE SOUTHWESTERLY 422.28 FEET ALONG THE ARC OF A 647.96

FOOT RADIUS CURVE TO THE RIGHT TO A POINT OPPOSITE ENGINEER STATION 341+34.35 OF SAID BURMESTER CROSS ROAD (NOTE: TANGENT TO SAID CURVE AT THE POINT OF BEGINNING BEARS SOUTH 14°27'20" WEST); THENCE SOUTH 51°47'45" WEST 893.50 FEET; THENCE NORTH 38°12'15" WEST 150.0 FEET TO THE POINT OF BEGINNING.

ALSO BEGINNING ON THE EAST LINE OF SAID SECTION 32 AT A POINT 105.0 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF THE EAST BOUND LANE OF SAID PROJECT, WHICH POINT IS 451.6 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 75°24'33" WEST 1170.9 FEET TO A POINT PERPENDICULARLY OPPOSITE SOUTHERLY FROM SAID CENTER LINE AT ENGINEER STATION 4595+00; THENCE WESTERLY 1002.4 FEET ALONG A STRAIGHT LINE TO A POINT 175.0 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CENTER LINE AT ENGINEER STATION 4685+00; THENCE NORTH 75°24'35" WEST 400 FEET, MORE OR LESS, TO A POINT ON THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF THE WESTERN PACIFIC RAILROAD (GRANTS-TOOELE BRANCH LINE); THENCE NORTHWESTERLY AND NORTHERLY 639 FEET, MORE OR LESS, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO A POINT 375.0 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CENTER LINE; THENCE SOUTH 75°24'33" EAST 690 FEET, MORE OR LESS, TO A POINT PERPENDICULARLY OPPOSITE NORTHERLY FROM SAID CENTER LINE AT ENGINEER STATION 4685+00; THENCE EASTERLY 1002.4 FEET ALONG A STRAIGHT LINE TO A POINT 305.0 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CENTER LINE AT ENGINEER STATION 4695+00; THENCE SOUTH 75°24'33" EAST 1063.6 FEET TO SAID EAST LINE OF SECTION 32; THENCE SOUTH 423.8 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

TOWNSHIP 2 SOUTH, RANGE 4 WEST:

SECTION 6; LOT 1. 5-24-1

SECTION 7; LOTS 1, 2, 3, 4 AND SOUTHEAST QUARTER OF NORTHEAST QUARTER. 5-25-4

LESS AND EXCEPTING THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND IN FEE AS CONTAINED IN ORDER OF IMMEDIATE OCCUPANCY RECORDED AS ENTRY NO. 283558, IN BOOK 79 AT PAGE 170 AND FINAL ORDER OF CONDEMNATION RECORDED AS ENTRY NO. 299065 IN BOOK 116 AT PAGE 407 OF OFFICIAL RECORDS, FOR A FREEWAY KNOWN AS PROJECT NO. 80-2, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN LOT 2 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 2

SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID SECTION 7 AT A POINT APPROXIMATELY 353 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SAID POINT BEING 120.0 FEET RADIALLY DISTANT SOUTHERLY FROM THE CENTER LINE OF THE EAST BOUND LANE OF SAID PROJECT THENCE WESTERLY 2115 FEET, MORE OR LESS, ALONG THE ARC OF A 25,584.79 FOOT RADIUS CURVE TO THE RIGHT TO A POINT ON THE SALT LAKE MEANDER LINE (NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS APPROXIMATELY SOUTH 86°20'06" WEST); THENCE NORTHEASTERLY 513 FEET, MORE OR LESS, ALONG SAID MEANDER LINE TO A POINT 105.0 FEET RADIALLY DISTANT NORTHERLY FROM THE CENTER LINE OF THE WEST BOUND LANE OF SAID PROJECT; THENCE EASTERLY 1741 FEET, MORE OR LESS, ALONG THE ARC OF A 25,141.61 FOOT RADIUS CURVE TO THE LEFT TO SAID EAST LINE OF SECTION 7 (NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS APPROXIMATELY SOUTH 89°22'19" EAST); THENCE SOUTH 353 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED TRACT OF LAND AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 438266 OF OFFICIAL RECORDS:

A PARCEL OF LAND IN SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 7, WHICH POINT BEING 5264.44 FEET SOUTH 89°42'07" WEST ALONG THE SOUTH LINE OF SAID SECTION 8 AND 3421.35 FEET NORTH 00°17'53" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 8, AND RUNNING THENCE NORTH 84°10'04" WEST 981.86 FEET TO A POINT ON THE -SOUTH LINE OF 1-80; THENCE 976.11 FEET ALONG SAID SOUTH LINE AND ALONG THE ARC OF A 25584.79 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 87°25'27" EAST 976.05 FEET; THENCE SOUTH 00°40'55" EAST 143.65 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED TRACT OF LAND AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 487384 OF OFFICIAL RECORDS:

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 7, WHICH POINT BEING 5264.44 FEET SOUTH 89°42'07" WEST ALONG THE SOUTH LINE OF SAID

SECTION 8 AND 3421.35 FEET NORTH 00°17'53" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 8, AND RUNNING THENCE NORTH 84°10'04" WEST 981.86 FEET TO A POINT ON THE SOUTH LINE OF 1-80; THENCE 976.11 FEET ALONG SAID SOUTH LINE AND ALONG THE ARC OF A 25584.79 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 87°25'27" EAST 976.05 FEET; THENCE SOUTH 00°40'55" EAST 143.65 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

TOWNSHIP 2 SOUTH, RANGE 5 WEST:

SECTION 4; LOTS 1, 2, 3, 4 AND 5. 5-53-1

SECTION 5; LOTS 1, 2, 3 AND 4. 5-54-1

SECTION 9; LOT 1. 5-53-5

SECTION 11, LOTS 2, 3 AND 4. 5-56-1

SECTION 10; LOTS 1, 2, 3, 4 AND THE SOUTH HALF OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER. 5-53-7

LESS AND EXCEPTING THE FOLLOWING DESCRIBED TRACT OF LAND AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 289379 OF OFFICIAL RECORDS:

A PARCEL OF LAND FOR A CONNECTION ROAD INCIDENT TO THE CONSTRUCTION OF A FREEWAY KNOWN AS PROJECT NO. 80-2, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 5 WEST, AND IN LOT 3 AND LOT 4 OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 108 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID LOT 4 TO A POINT 75.0 FEET PERPENDICULARLY DISTANT NORTHWESTERLY FROM THE CENTER LINE OF SAID CONNECTION ROAD; THENCE NORTH 51°47'45" EAST 2075 FEET, MORE OR LESS, TO A POINT 75.0 FEET PERPENDICULARLY DISTANT NORTHWESTERLY FROM SAID CENTER LINE AT ENGINEER STATION 332+38.85; THENCE SOUTH 38°12'15" EAST 150.0 FEET; THENCE SOUTH 51°47'45" WEST 2058 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 4; THENCE WEST 105 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

EXHIBIT B**WATER RIGHTS**

Water Right	Owner	Category
15-414	Morton Salt, Inc.	Brine Water Rights
15-2182	Morton Salt, Inc.	Brine Water Rights
15-3850	Morton Salt, Inc.	Brine Water Rights
15-456	Morton Salt, Inc.	Diverted from Wells and Surface Canals
15-487	Morton Salt, Inc.	Diverted from Wells and Surface Canals
15-1703	Morton Salt, Inc.	Diverted from Wells and Surface Canals
15-3486	Morton Salt, Inc.	Diverted from Wells and Surface Canals
15-5242	Morton Salt, Inc.	Diverted from Wells and Surface Canals