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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

May 30, 2014

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Railcar Security Agreement, dated as of May 30, 2014, a primary document as defined in the Board's Rules for the Recordation of Documents.

The document covers all rail equipment of the Assignor whether now owned or hereafter acquired.

The names and addresses of the parties to the enclosed document are:

Collateral Agent: Wells Fargo Bank, National Association
150 East 42nd Street, 40th Floor
New York, New York 10017

Assignor: The Detroit Salt Company, L.C.
12841 Sanders Street
Detroit, Michigan 48217

Chief, Section of Administration
May 30, 2014
Page 2

A description of the railroad equipment covered by the enclosed document is:

All rail equipment of the Assignor, including, but not limited to, the railcars as set forth in the attachment to the document: 1 locomotive: DSSX 5169; and 159 railcars: DSSX 20079, DSSX 21060, DSSX 316416, DSSX 465114, DSSX 465411, DSSX 465416, DSSX 465716, DSSX 466871, DSSX 810013, DSSX 810315 and within the series DSSX 5001 – DSSX 5510 as set forth in the attachment to the document.

A short summary of the document to appear in the index is:

Memorandum of Railcar Security Agreement.

Also enclosed is a check in the amount of \$44.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in blue ink, appearing to read "E. Luria", with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF RAILCAR SECURITY AGREEMENT

This Memorandum of Security Agreement (this "Memorandum") is executed as of May 30, 2014, by and among THE DETROIT SALT COMPANY, L.C., a Michigan limited liability company, (the "Assignor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, not in its individual capacity but solely as Collateral Agent (the "Collateral Agent") pursuant to the Indenture (as defined below).

The Assignor and the Agent have entered into a Security Agreement dated as of May 30, 2014, (as from time to time amended, modified or supplemented, the "Security Agreement") by which the Assignor has granted a first priority security interest to the Collateral Agent, for the ratable benefit of the secured parties under that certain Indenture dated as of May 30, 2014, among Kissner Milling Company Limited, Wells Fargo Bank, National Association as trustee, the Collateral Agent and the guarantors from time to time party thereto, as amended, supplemented or otherwise modified from time to time (the "Indenture"), in all assets of the Assignor, including without limitation, all railroad equipment now owned and hereafter acquired, including without limitation, the railroad equipment described on and bearing reporting marks and road numbers as provided on Exhibit A (the "Railcars") and all leases relating to such Railcars whether now or hereafter arising or acquired, including without limitation, the leases described on Exhibit B (the "Leases").

The purpose of this Memorandum is to give record notice of the existence of the security interest of the Collateral Agent in the Railcars and the Leases, and all terms and conditions of the Security Agreement are incorporated by reference herein.

This Memorandum is prepared only for the public record and is being recorded with the U.S. Surface Transportation Board, as successor to the Interstate Commerce Commission, pursuant to 49 U.S.C. 11301(a).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

THE DETROIT SALT COMPANY, L.C.

By: 

Name: David Safran

Title: Chief Executive Officer

[Signature Page – Memorandum of Railcar Security Agreement]

NEWYORK 9214964

ACKNOWLEDGMENT

ACKNOWLEDGED BEFORE ME at Toronto, in the Province of Ontario

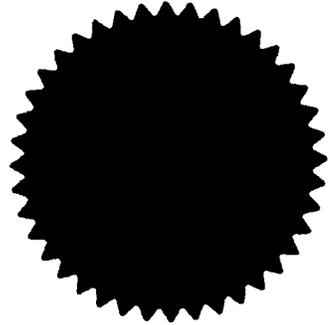
BEFORE ME, a Notary Public of the Province of Ontario aforesaid, personally appeared David Safran, who upon oath, acknowledged himself to be the Chief Executive Officer of The Detroit Salt Company, L.C., and that he as such officer being authorized to do so, executed the foregoing Memorandum of Security Agreement for the purposes therein contained by signing the name of the Chief Executive Officer by himself as such officer of The Detroit Salt Company, L.C.

WITNESS my hand and official seal this 28th day of May, 2014.



Name: Jennifer Charles

A Notary Public in and for the Province of Ontario



WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: **Martin Reed**
Title: **Vice President**

[Signature Page – Memorandum of Railcar Security Agreement]

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared MARTIN REED, who upon oath, acknowledged himself to be a VICE PRESIDENT of Wells Fargo Bank, National Association, and that she/he as such officer being authorized to do so, executed the foregoing Memorandum of Security Agreement for the purposes therein contained by signing his name as such Director of Wells Fargo Bank, National Association.

WITNESS my hand and official seal this 30TH day of MAY, 2014.

MY COMMISSION EXPIRES:

8/8/2015

Marisol Luna
Notary Public State of New York
New York County
Lic. #01LU6246322
Comm. Exp. 08/08/2015

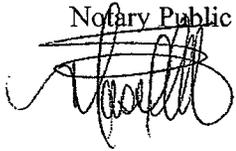
Notary Public


Exhibit A

Schedule of Railcars

	<u>Type of Equipment</u>	<u>Internal Fixed Asset</u>	<u>Any Identifying Marks by RR</u>
1.	Railcar	BP-RR-DSSX20079	DSSX20079
2.	Railcar	BP-RR-DSSX20160	DSSX20160
3.	Railcar	BP-RR-DSSX316416	DSSX316416
4.	Railcar	BP-RR-DSSX465114	DSSX465114
5.	Railcar	BP-RR-DSSX465411	DSSX465411
6.	Railcar	BP-RR-DSSX465416	DSSX465416
7.	Railcar	BP-RR-DSSX465716	DSSX465716
8.	Railcar	BP-RR-DSSX466871	DSSX466871
9.	Railcar	BP-RR-DSSX5001	DSSX5001
10.	Railcar	BP-RR-DSSX5002	DSSX5002
11.	Railcar	BP-RR-DSSX5003	DSSX5003
12.	Railcar	BP-RR-DSSX5004	DSSX5004
13.	Railcar	BP-RR-DSSX5006	DSSX5006
14.	Railcar	BP-RR-DSSX5007	DSSX5007
15.	Railcar	BP-RR-DSSX5008	DSSX5008
16.	Railcar	BP-RR-DSSX5009	DSSX5009
17.	Railcar	BP-RR-DSSX5010	DSSX5010
18.	Railcar	BP-RR-DSSX5011	DSSX5011
19.	Railcar	BP-RR-DSSX5012	DSSX5012
20.	Railcar	BP-RR-DSSX5013	DSSX5013
21.	Railcar	BP-RR-DSSX5014	DSSX5014
22.	Railcar	BP-RR-DSSX5015	DSSX5015
23.	Railcar	BP-RR-DSSX5016	DSSX5016
24.	Railcar	BP-RR-DSSX5017	DSSX5017
25.	Railcar	BP-RR-DSSX5018	DSSX5018
26.	Railcar	BP-RR-DSSX5019	DSSX5019
27.	Railcar	BP-RR-DSSX5020	DSSX5020
28.	Railcar	BP-RR-DSSX5021	DSSX5021
29.	Railcar	BP-RR-DSSX5022	DSSX5022
30.	Railcar	BP-RR-DSSX5023	DSSX5023
31.	Railcar	BP-RR-DSSX5024	DSSX5024
32.	Railcar	BP-RR-DSSX5025	DSSX5025
33.	Railcar	BP-RR-DSSX5026	DSSX5026
34.	Railcar	BP-RR-DSSX5027	DSSX5027
35.	Railcar	BP-RR-DSSX5028	DSSX5028
36.	Railcar	BP-RR-DSSX5029	DSSX5029
37.	Railcar	BP-RR-DSSX5030	DSSX5030
38.	Railcar	BP-RR-DSSX5031	DSSX5031
39.	Railcar	BP-RR-DSSX5032	DSSX5032
40.	Railcar	BP-RR-DSSX5033	DSSX5033
41.	Railcar	BP-RR-DSSX5034	DSSX5034
42.	Railcar	BP-RR-DSSX5035	DSSX5035
43.	Railcar	BP-RR-DSSX5036	DSSX5036

44.	Railcar	BP-RR-DSSX5037	DSSX5037
45.	Railcar	BP-RR-DSSX5038	DSSX5038
46.	Railcar	BP-RR-DSSX5039	DSSX5039
47.	Railcar	BP-RR-DSSX5041	DSSX5041
48.	Railcar	BP-RR-DSSX5042	DSSX5042
49.	Railcar	BP-RR-DSSX5043	DSSX5043
50.	Railcar	BP-RR-DSSX5044	DSSX5044
51.	Railcar	BP-RR-DSSX5045	DSSX5045
52.	Railcar	BP-RR-DSSX5046	DSSX5046
53.	Railcar	BP-RR-DSSX5047	DSSX5047
54.	Railcar	BP-RR-DSSX5048	DSSX5048
55.	Railcar	BP-RR-DSSX5049	DSSX5049
56.	Railcar	BP-RR-DSSX5050	DSSX5050
57.	Railcar	BP-RR-DSSX5051	DSSX5051
58.	Railcar	BP-RR-DSSX5052	DSSX5052
59.	Railcar	BP-RR-DSSX5053	DSSX5053
60.	Railcar	BP-RR-DSSX5054	DSSX5054
61.	Railcar	BP-RR-DSSX5055	DSSX5055
62.	Railcar	BP-RR-DSSX5056	DSSX5056
63.	Railcar	BP-RR-DSSX5058	DSSX5058
64.	Railcar	BP-RR-DSSX5059	DSSX5059
65.	Railcar	BP-RR-DSSX5060	DSSX5060
66.	Railcar	BP-RR-DSSX5061	DSSX5061
67.	Railcar	BP-RR-DSSX5062	DSSX5062
68.	Railcar	BP-RR-DSSX5063	DSSX5063
69.	Railcar	BP-RR-DSSX5064	DSSX5064
70.	Railcar	BP-RR-DSSX5066	DSSX5066
71.	Railcar	BP-RR-DSSX5067	DSSX5067
72.	Railcar	BP-RR-DSSX5068	DSSX5068
73.	Railcar	BP-RR-DSSX5069	DSSX5069
74.	Railcar	BP-RR-DSSX5071	DSSX5071
75.	Railcar	BP-RR-DSSX5072	DSSX5072
76.	Railcar	BP-RR-DSSX5073	DSSX5073
77.	Railcar	BP-RR-DSSX5075	DSSX5075
78.	Railcar	BP-RR-DSSX5076	DSSX5076
79.	Railcar	BP-RR-DSSX5077	DSSX5077
80.	Railcar	BP-RR-DSSX5079	DSSX5079
81.	Railcar	BP-RR-DSSX5081	DSSX5081
82.	Railcar	BP-RR-DSSX5082	DSSX5082
83.	Railcar	BP-RR-DSSX5083	DSSX5083
84.	Railcar	BP-RR-DSSX5084	DSSX5084
85.	Railcar	BP-RR-DSSX5085	DSSX5085
86.	Railcar	BP-RR-DSSX5086	DSSX5086
87.	Railcar	BP-RR-DSSX5087	DSSX5087
88.	Railcar	BP-RR-DSSX5088	DSSX5088
89.	Railcar	BP-RR-DSSX5089	DSSX5089
90.	Railcar	BP-RR-DSSX5090	DSSX5090
91.	Railcar	BP-RR-DSSX5091	DSSX5091
92.	Railcar	BP-RR-DSSX5092	DSSX5092
93.	Railcar	BP-RR-DSSX5093	DSSX5093
94.	Railcar	BP-RR-DSSX5094	DSSX5094

95.	Railcar	BP-RR-DSSX5095	DSSX5095
96.	Railcar	BP-RR-DSSX5096	DSSX5096
97.	Railcar	BP-RR-DSSX5098	DSSX5098
98.	Railcar	BP-RR-DSSX5099	DSSX5099
99.	Railcar	BP-RR-DSSX5102	DSSX5102
100.	Railcar	BP-RR-DSSX5103	DSSX5103
101.	Railcar	BP-RR-DSSX5104	DSSX5104
102.	Railcar	BP-RR-DSSX5105	DSSX5105
103.	Railcar	BP-RR-DSSX5106	DSSX5106
104.	Railcar	BP-RR-DSSX5107	DSSX5107
105.	Railcar	BP-RR-DSSX5108	DSSX5108
106.	Railcar	BP-RR-DSSX5110	DSSX5110
107.	Railcar	BP-RR-DSSX5111	DSSX5111
108.	Railcar	BP-RR-DSSX5112	DSSX5112
109.	Railcar	BP-RR-DSSX5113	DSSX5113
110.	Railcar	BP-RR-DSSX5114	DSSX5114
111.	Railcar	BP-RR-DSSX5115	DSSX5115
112.	Railcar	BP-RR-DSSX5116	DSSX5116
113.	Railcar	BP-RR-DSSX5117	DSSX5117
114.	Railcar	BP-RR-DSSX5118	DSSX5118
115.	Railcar	BP-RR-DSSX5119	DSSX5119
116.	Railcar	BP-RR-DSSX5120	DSSX5120
117.	Railcar	BP-RR-DSSX5121	DSSX5121
118.	Railcar	BP-RR-DSSX5122	DSSX5122
119.	Railcar	BP-RR-DSSX5124	DSSX5124
120.	Railcar	BP-RR-DSSX5126	DSSX5126
121.	Railcar	BP-RR-DSSX5127	DSSX5127
122.	Railcar	BP-RR-DSSX5128	DSSX5128
123.	Railcar	BP-RR-DSSX5129	DSSX5129
124.	Railcar	BP-RR-DSSX5133	DSSX5133
125.	Railcar	BP-RR-DSSX5134	DSSX5134
126.	Railcar	BP-RR-DSSX5135	DSSX5135
127.	Railcar	BP-RR-DSSX5137	DSSX5137
128.	Railcar	BP-RR-DSSX5138	DSSX5138
129.	Railcar	BP-RR-DSSX5140	DSSX5140
130.	Railcar	BP-RR-DSSX5141	DSSX5141
131.	Railcar	BP-RR-DSSX5142	DSSX5142
132.	Railcar	BP-RR-DSSX5143	DSSX5143
133.	Railcar	BP-RR-DSSX5146	DSSX5146
134.	Railcar	BP-RR-DSSX5147	DSSX5147
135.	Railcar	BP-RR-DSSX5148	DSSX5148
136.	Railcar	BP-RR-DSSX5149	DSSX5149
137.	Railcar	BP-RR-DSSX5150	DSSX5150
138.	Railcar	BP-RR-DSSX5151	DSSX5151
139.	Railcar	BP-RR-DSSX5155	DSSX5155
140.	Railcar	BP-RR-DSSX5156	DSSX5156
141.	Railcar	BP-RR-DSSX5158	DSSX5158
142.	Railcar	BP-RR-DSSX5160	DSSX5160
143.	Railcar	BP-RR-DSSX5161	DSSX5161
144.	Railcar	BP-RR-DSSX5162	DSSX5162
145.	Railcar	BP-RR-DSSX5164	DSSX5164

146.	Railcar	BP-RR-DSSX5165	DSSX5165
147.	Railcar	BP-RR-DSSX5166	DSSX5166
148.	Railcar	BP-RR-DSSX5167	DSSX5167
149.	Railcar	BP-RR-DSSX5170	DSSX5170
150.	Railcar	BP-RR-DSSX5502	DSSX5502
151.	Railcar	BP-RR-DSSX5504	DSSX5504
152.	Railcar	BP-RR-DSSX5505	DSSX5505
153.	Railcar	BP-RR-DSSX5506	DSSX5506
154.	Railcar	BP-RR-DSSX5507	DSSX5507
155.	Railcar	BP-RR-DSSX5508	DSSX5508
156.	Railcar	BP-RR-DSSX5509	DSSX5509
157.	Railcar	BP-RR-DSSX5510	DSSX5510
158.	Railcar	BP-RR-DSSX810013	DSSX810013
159.	Railcar	BP-RR-DSSX810315	DSSX810315
160.	Locomotive		DSSX5169

Exhibit B

Schedule of Leases

None.

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 5/30/14

Edward M Luria
Edward M. Luria