

RECORDATION NO 30719 FILED  
May 08, 2013 07:30 AM  
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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WASHINGTON, D.C.  
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(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

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

May 8, 2013

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 US Collateral and Guaranty Agreement, dated as of May 8, 2013, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Collageral

Agent: JPMorgan Chase Bank, N.A.  
1111 Polaris Parkway, Suite A-3  
Mailcode OH1-1085  
Columbus, OH 43240

Grantors:

Compass Minerals International, Inc.  
Carey Salt Company  
Great Salt Lake Minerals Corporation  
GSL Corporation  
Namsco Inc.  
North American Salt Company  
Great Salt Lake Holdings, LLC  
Pristiva Inc.  
GSL Holdings Europe S.A. R.L.  
Compass Minerals International US Holding Company  
NASC Nova Scotia Company

Section Chief  
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CMI Canada Holdings Company  
Dove Creek Grazing, LLC  
Clayman Bay Resources, Inc.  
Solar Resources, Inc.  
9900 W 109th Street # 100  
Overland Park, KS 66210

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

100 tank cars: NASX 21000 – NASX 21099.

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

Memorandum of US Collateral and Guaranty Agreement.

Also enclosed is a check in the amount of \$42.00 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,



Edward M. Luria

EML/sem  
Enclosures

**MEMORANDUM OF US COLLATERAL AND GUARANTY AGREEMENT**

This Memorandum of US Collateral and Guaranty Agreement (this "Memorandum") is made and entered into as of May 8, 2013, among Compass Minerals International, Inc., a Delaware corporation ("Company"), each Subsidiary Party listed on the signature pages hereof (collectively, and together with the Company, the "Grantors") and JPMorgan Chase Bank, N.A., as collateral agent for the Secured Parties (as defined in the Agreement) (in such capacity, the "Collateral Agent").

WHEREAS, Grantors and the Collateral Agent have entered into the US Collateral and Guaranty Agreement dated as of November 28, 2001, as amended and restated as of December 22, 2005 (the "Agreement"), pursuant to which, among other things, Grantors assigned and pledged to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title or interest in or to any and all assets and properties owned as of the date thereof or at any time thereafter acquired by Grantors or in which Grantors had as of the time thereof or at any time thereafter any right, title or interest (hereinafter referred to as the "Security Agreement Collateral"), and North American Salt Company, one of the Grantors, has acquired that certain rail equipment listed on Schedule I hereto, which constitutes Security Agreement Collateral.

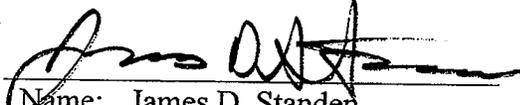
IN WITNESS WHEREOF, the parties to this Memorandum wish to show for the public record, reaffirm and perfect the security interest in the said Security Agreement Collateral listed on Schedule I hereto, to the extent they have an interest therein, and the Secured Parties and each Grantor wish to show for the public record, reaffirm and perfect the security interest in any rail equipment such Grantor now owns or hereafter acquires in favor of the Collateral Agent for the benefit of the Secured Parties.

The Collateral Agent and Grantors acknowledge and confirm that this Memorandum is not a summary of the Agreement or a complete recitation of the terms and provisions thereof. The Collateral Agent and Grantors agree that in the event of a conflict between this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The parties have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written. This Memorandum may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Delivery of an executed signature page of this Memorandum by email, facsimile transmission or other electronic means will be effective as delivery of a manually executed counterpart hereof.

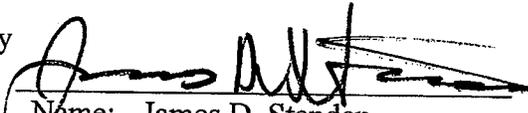
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IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum as of the day and year first above written.

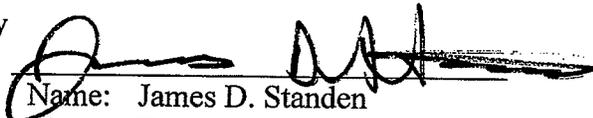
COMPASS MINERALS INTERNATIONAL,  
INC.,

by   
Name: James D. Standen  
Title: Treasurer

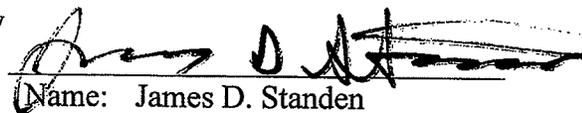
CAREY SALT COMPANY,

by   
Name: James D. Standen  
Title: Treasurer

GREAT SALT LAKE MINERALS  
CORPORATION,

by   
Name: James D. Standen  
Title: Treasurer

GSL CORPORATION,

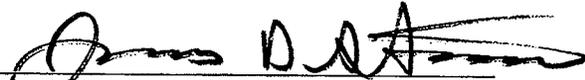
by   
Name: James D. Standen  
Title: Treasurer

NAMSCO INC.,

by   
Name: James D. Standen  
Title: Treasurer

NORTH AMERICAN SALT COMPANY,

by



Name: James D. Standen  
Title: Treasurer

GREAT SALT LAKE HOLDINGS, LLC,

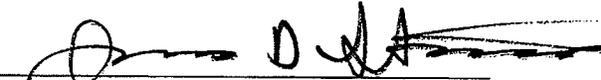
by



Name: James D. Standen  
Title: Treasurer

PRISTIVA INC.,

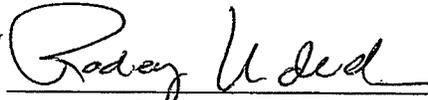
by



Name: James D. Standen  
Title: Treasurer

GSL HOLDINGS EUROPE S.À R.L.,

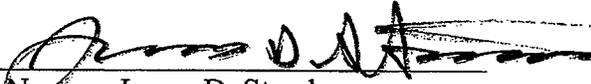
by



Name: Rodney L. Underdown  
Title: Manager

COMPASS MINERALS INTERNATIONAL US  
HOLDING COMPANY,

by



Name: James D. Standen  
Title: Treasurer

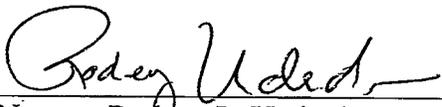
NASC NOVA SCOTIA COMPANY,

by

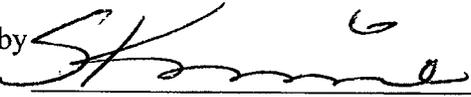


Name: Timothy R. Mertz  
Title: President and Sole Director

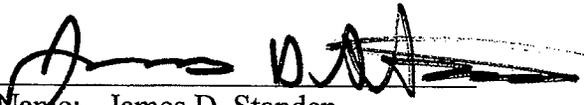
CMI CANADA HOLDINGS COMPANY,

by   
Name: Rodney L. Underdown  
Title: President and Sole Director

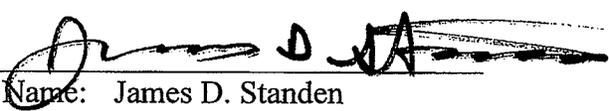
DOVE CREEK GRAZING, LLC,

by   
Name: Shelly Kinnune  
Title: Manager

CLYMAN BAY RESOURCES, INC.,

by   
Name: James D. Standen  
Title: Treasurer

SOLAR RESOURCES, INC.,

by   
Name: James D. Standen  
Title: Treasurer

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent,

by

\_\_\_\_\_  
Name:  
Title:

CMI CANADA HOLDINGS COMPANY,

by

---

Name: Rodney L. Underdown  
Title: President and Sole Director

DOVE CREEK GRAZING, LLC,

by

---

Name: Shelly Kinnune  
Title: Manager

CLYMAN BAY RESOURCES, INC.,

by

---

Name: James D. Standen  
Title: Treasurer

SOLAR RESOURCES, INC.,

by

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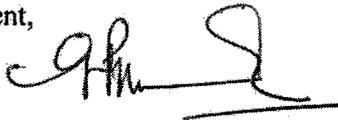
Name: James D. Standen  
Title: Treasurer

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent,

by

---

Name:  
Title: Gitanjali Pundir  
Vice President



STATE OF KANSAS        )  
                                  )  
COUNTY OF JOHNSON    )        SS

On this 5<sup>th</sup> day of April, 2013, before me personally appeared James D. Standen, to me personally known, who being by me duly sworn, did say that he is Treasurer of COMPASS MINERALS INTERNATIONAL, INC., CAREY SALT COMPANY, GREAT SALT LAKE MINERALS CORPORATION, GSL CORPORATION, NAMSCO INC., NORTH AMERICAN SALT COMPANY, GREAT SALT LAKE HOLDINGS, LLC, PRISTIVA INC., COMPASS MINERALS INTERNATIONAL US HOLDING COMPANY, CLYMAN BAY RESOURCES, INC., AND SOLAR RESOURCES, INC., that said Memorandum was signed on such date on behalf of said entities, and he acknowledged that the execution of the foregoing Memorandum was the free act and deed of said entities.

Norma Frazier  
NOTARY PUBLIC

My commission expires: 9-25-2014



STATE OF KANSAS        )  
                                  )  
COUNTY OF JOHNSON    )        SS

On this 12<sup>th</sup> day of April, 2013, before me personally appeared Rodney L. Underdown, to me personally known, who being by me duly sworn, did say that he is Manager of GSL HOLDINGS EUROPE S.À R.L. and President and Sole Director of CMI CANADA HOLDINGS COMPANY, that said Memorandum was signed on such date on behalf of said entities, and he acknowledged that the execution of the foregoing Memorandum was the free act and deed of said entities.

Norma Frazier  
NOTARY PUBLIC

My commission expires: 9-25-2014



STATE OF KANSAS        )  
                                  )  
COUNTY OF JOHNSON    )        SS

On this 12<sup>th</sup> day of April, 2013, before me personally appeared Timothy R. Mertz, to me personally known, who being by me duly sworn, did say that he is President and Sole Director of NASC NOVA SCOTIA COMPANY, that said Memorandum was signed on such date on behalf of said corporation, and he acknowledged that the execution of the foregoing Memorandum was the free act and deed of said corporation.

Norma Frazier  
NOTARY PUBLIC

My commission expires: 9-25-2014



STATE OF KANSAS        )  
                                  )  
COUNTY OF JOHNSON    )        SS

On this 23<sup>rd</sup> day of April, 2013, before me personally appeared Shelly Kinnune, to me personally known, who being by me duly sworn, did say that she is Manager of DOVE CREEK GRAZING, LLC, that said Memorandum was signed on such date on behalf of said company, and she acknowledged that the execution of the foregoing Memorandum was the free act and deed of said company.

Norma Frazier  
NOTARY PUBLIC

My commission expires: 9-25-2014



STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) SS

On this 8<sup>th</sup> day of May, 2013, before me personally appeared Gitanjali Pundir, to me personally known, who being by me duly sworn, did say that she is Vice President of JPMORGAN CHASE BANK, N.A., that said Memorandum was signed on such date on behalf of said corporation, and she acknowledged that the execution of the foregoing Memorandum was the free act and deed of said corporation.

  
NOTARY PUBLIC

My commission expires:  
March 28, 2015

ADREA S. ADAMS  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN BRONX COUNTY  
REG. #01AD6237811  
MY COMM. EXP. MARCH 28, 2015

SCHEDULE I

LISTED COLLATERAL

One Hundred (100) 21,000-gallon, non-coiled, non-insulated tank cars carrying reporting marks NASX 21000 through NASX 21099, inclusive.

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: 5/8/13

Edward M Luria  
Edward M. Luria