

August 19, 2013 09:39 AM



SURFACE TRANSPORTATION BOARD

Megan E. Thompson

412 562-5997
megan.thompson@bipc.com

One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410
T 412 562 8800
F 412 562 1041
www.buchananingersoll.com

August 14, 2013

VIA UPS OVERNIGHT

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street SW
Washington, DC 20423

Re: Document for Recordation

Dear Section Chief:

I have enclosed one original and one copy of the document described below, to be recorded pursuant to 49 USC § 11301 and 49 CFR Part 1177.

The document is a Railcar Mortgage and Security Agreement (the "Mortgage"), a primary document, executed July 31, 2013, to be effective August 9, 2013.

The names and addresses of the parties to the document are as follows:

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

Mortgagee:
PNC Bank, National Association
755 W. Big Beaver Road
Suite 2500 (R1-YB94-25-1)
Troy, Michigan 48084

A description of the equipment covered by the document follows:

- Locomotive with series DSSX5169;
- Railcar with series DSSX 172279;
- Railcar with series DSSX 20079;
- Railcar with series DSSX 20160;
- Railcar with series DSSX 316416;

August 14, 2013

Page 2

- 8 railcars within the series DSSX 465079 – DSSX 467148;
 - 152 railcars within the series DSSX 5001 – DSSX 5170;
 - 8 railcars within the series DSSX 5502 – DSSX 55510;
 - 3 railcars within the series DSSX 810003 – 810315;
- (all as further described in Schedule 1 to the Mortgage).

A fee of \$42.00 is enclosed. Please return the original to:

Megan E. Thompson, Esquire
Buchanan Ingersoll & Rooney PC
301 Grant Street, 20th Floor
Pittsburgh, Pennsylvania 15219

A short summary of the document to appear in the index follows: Railcar Mortgage and Security Agreement between The Detroit Salt Company, L.C., located at 12841 Sanders Street, Detroit, Michigan 48217 and PNC Bank, National Association, located at 755 W. Big Beaver Road, Suite 2500 (R1-YB94-25-1), Troy, Michigan 48084 executed July 31, 2013, to be effective August 9, 2013 and covering the equipment on Schedule 1 attached thereto and made a part thereof.

Very truly yours,



Megan E. Thompson

MET/kjm
Enclosures

**RAILCAR MORTGAGE
AND SECURITY AGREEMENT**

by and among

**THE DETROIT SALT COMPANY, L.C., a Michigan limited liability company,
KISSNER USA INC., a Delaware corporation,
MAGCO INCORPORATED, a New York corporation, and
KISSNER USA HOLDINGS INC., a Delaware corporation
collectively, as Mortgagors,**

and

**PNC BANK, NATIONAL ASSOCIATION, as administrative agent
as Mortgagee**

Dated: August 9, 2013

RAILCAR MORTGAGE AND SECURITY AGREEMENT

THIS RAILCAR MORTGAGE AND SECURITY AGREEMENT (this Railcar Mortgage and Security Agreement, together with all amendments, modifications, supplements, renewals or replacements, thereof or thereto, including without limitation any Supplemental Mortgage (as hereinafter defined) is referred to herein as the "Railcar Mortgage") is dated August 9, 2013 and is made by and among THE DETROIT SALT COMPANY, L.C., a Michigan limited liability company ("DS"), KISSNER USA INC., a Delaware corporation ("KU"), MAGCO INCORPORATED, a New York corporation ("Magco") and KISSNER USA HOLDINGS INC., a Delaware corporation ("KUH"), each having an office and place of business at 32 Cherry Blossom Road, Cambridge, Ontario N3H 4R7 (DS, KU, Magco and KUH, each a "Mortgagor" and collectively, the "Mortgagors") and PNC BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent for the Lenders, having an office and place of business at 755 W. Big Beaver Road, Suite 2500 (R1-YB94-25-1), Troy, Michigan 48084 (the "Mortgagee").

RECITALS

WHEREAS, the Mortgagors are the owners of railcars specifically identified in Schedule 1 hereto and incorporated herein by reference (all of which railcars, together with any railcars now or hereafter owned by the Mortgagors and held for lease or otherwise, including without limitation those railcars described from time to time hereafter on a schedule to a Supplemental Mortgage and any other railroad rolling stock now or hereafter covered hereby, all whenever now or hereafter acquired, together with all replacements, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated therein and/or affixed thereto, all special tools and devices incorporated therein, and all replacements and substitutions thereof, are hereinafter referred to individually as a "Unit" and collectively as the "Units"); and

WHEREAS, DS and KU (each, a "Domestic Borrower" and collectively, the "Domestic Borrowers"), Magco, KUH, KCH (each, a "Domestic Guarantor" and collectively, the "Domestic Guarantors") (the Domestic Borrowers and the Domestic Guarantors and each other Borrower and Guarantor party thereto are each, a "Loan Party" and collectively, the "Loan Parties"), the Lenders (as defined therein), the Canadian Agent (as defined therein) and the Mortgagee, have entered into that certain Credit Agreement, dated August 9, 2013, pursuant to which the Borrowers (as defined therein), the Guarantors (as defined therein) and the Mortgagee agreed that the Mortgagee shall extend credit to the Borrowers in the aggregate principal amount not to exceed One Hundred Fifteen Million and 00/100 Dollars (\$115,000,000.00) (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, the obligations of the Mortgagee, as agent for the Lenders, under the Credit Agreement are subject to the further condition, among others, that the Mortgagors grant to and create in favor of the Mortgagee for the benefit of the Lenders a first priority security interest in the Units and the other Mortgaged Property (as hereinafter defined) pursuant to the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the Obligations (as defined in the Credit Agreement), and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagors, and in order to induce the Mortgagee to enter into the Credit Agreement and make the Loans (as defined in the Credit Agreement) and issue Letters of Credit (as defined in the Credit Agreement), the Mortgagors, intending to be legally bound hereby, covenant and agree as follows:

1. Definitions. The Credit Agreement, and all of the terms and provisions thereof, is hereby specifically incorporated herein by reference and all capitalized terms defined in the Credit Agreement shall have the same meanings herein except only as otherwise defined herein.

2. Mortgage Interest. As security for the full and timely payment of the Obligations in accordance with the terms of this Railcar Mortgage, the Credit Agreement and the other Loan Documents and the full and timely payment and performance of the obligations of the Loan Parties under this Railcar Mortgage, the Credit Agreement and the other Loan Documents, the Mortgagors hereby grant, convey, hypothecate, pledge and assign to the Mortgagee and its successors and assigns, for the benefit of the Lenders as collateral security for the payment and performance of any and all of the Obligations, all of the Mortgagors' right, title and interest in and to all of the following property, whether now owned or hereafter acquired:

(a) the Units specifically identified in Schedule 1 hereto, and any and all other Units now owned or hereafter acquired by the Mortgagors, including without limitation those Units identified from time to time on schedules delivered pursuant to any Supplemental Mortgage (to be further identified, supplemented and added to from time to time); and

(b) all replacements, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated therein and/or affixed thereto; and all special tools and devices incorporated therein or used in connection therewith; and

(c) all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection or any other temporary or permanent disposition or encumbrance of the collateral listed in items (a) and (b) above (or any part thereof) or any interest therein; and

(d) all products, substitutions, renewals and improvements to, of or for any of the collateral listed in items (a) through (c) above; and

(e) all proceeds (including any claims or insurance payable by reason of loss or damage to the Units) of or for any of the collateral listed in items (a) through (d) above.

All of the Mortgagors' property described in items (a) through (e) above, inclusive, as well as all products thereof and proceeds derived therefrom, whether now owned or existing or hereafter acquired or arising or created, and all of the Mortgagors' right, title and interest in and to and relating to all such property, or proceeds, wherever located, are hereinafter referred to collectively and individually as the "Mortgaged Property". Notwithstanding the foregoing, the

Mortgaged Property shall in any case exclude any Excluded Property (as defined in the U.S. Security Agreement).

3. Representations and Warranties and Covenants of the Mortgagors. Each Mortgagor hereby warrants, represents and covenants to the Mortgagee that:

(a) Except for the filing of this Railcar Mortgage with the U.S. Surface Transportation Board, as successor to the Interstate Commerce Commission (the "STB") pursuant to Section 11303 of the Interstate Commerce Act, as amended (49 U.S.C. §10101, et seq.) and the filing of a Uniform Commercial Code financing statement with each applicable Secretary of State, no filing, recording or registration of any financing statement or other document or instrument is or will be necessary or advisable in order to create in favor of the Mortgagee a valid prior perfected security interest in such Units.

(b) [RESERVED]

(c) All licenses, permits, rights of way and other authorizations, consents and other filings required by Law to be obtained or made in order to permit the use and operation of the Units on railways within the United States of America have been obtained or made, where the failure to obtain any such license, permit, authorization or consent or make any such filing would reasonably be expected to materially impair such Mortgagor's ability to perform its obligations under this Railcar Mortgage.

(d) [RESERVED]

(e) [RESERVED]

(f) Neither the value of the Mortgaged Property upon disposition thereof, nor the ability to freely transfer the Mortgaged Property, is limited by any license, franchise, management agreement, lease, sublease or other general intangible or contract right, to which such Mortgagor is a party or which is otherwise applicable to such Mortgagor or the Mortgaged Property, except a Permitted Railcar Lease Agreement (as hereinafter defined).

4. Repairs, Alterations, Additions, Improvements and Expenses.

(a) During the effectiveness hereof, each Mortgagor will make, or cause to be made, such repairs, alterations, additions and improvements as are or may be required from time to time to insure compliance, in all material respects, herewith and with all Laws. No Mortgagor shall make or cause or permit to be made other material alterations, additions or improvements to any Unit, unless such may be made without reduction of the value of that Unit below the amount that it would have been had no alteration, addition or improvement been made, and without material impairment to the condition and working order required hereby.

(b) Each Mortgagor will keep, or cause to be kept, each Unit in a condition appropriate and suitable to the business of such Mortgagor or any permitted lessee, as the case may be. Each Mortgagor will furnish, or cause to be furnished, all parts,

mechanisms and devices required to keep each Unit in compliance with all Laws in all material respects. The Mortgagee shall have no responsibility for any cost arising under this paragraph or for any expense arising out of or necessary for the operation and use of the Units, including but not limited to maintenance, repairs and replacement parts, storage, tolls, tariffs, fines, registration and insurance fees for all insurance required hereby.

5. Use and Standards of Use and Repair. Each Mortgagor (and any permitted lessee) will repair, keep in repair and cause the Units to be used in a careful and proper manner consistent with the design and intended use thereof, subject, however, to the reasonable requirements of such Mortgagor's business in all material respects, and will comply with and conform to and with all current and future Laws relating to the possession, use or maintenance of the Units. Each Mortgagor will comply, and use commercially reasonable efforts to cause any permitted lessee to comply in all material respects, with all rules, interpretations, codes and orders governing use, hire, condition, repair and all other matters interpreted as being applicable to the Units during the effectiveness hereof by and of the American Association of Railroads ("AAR") and any other organization, association, agency or governmental authority, including the Interstate Commerce Commission and the Department of Transportation, which may during the effectiveness hereof be responsible for or have authority to promulgate such rules, interpretations, codes and orders. Each Mortgagor agrees to indemnify and hold the Mortgagee safe and harmless from and against any and all claims, costs, expenses (including without limitation attorneys' fees), damages and liabilities claimed, arising from or pertaining to such Laws, rules, interpretations, codes and orders. No Mortgagor will remove or permit the removal of any Unit from the United States of America.

6. Supplemental Mortgages and Schedules and Identifications.

(a) Supplemental Mortgages. Each Mortgagor shall promptly notify the Mortgagee when any railcar, not previously described on a schedule to this Railcar Mortgage or any Supplemental Mortgage, is to be held by such Mortgagor for lease (each such railcar, an "Additional Unit"). Each Mortgagor shall (i) deliver to the Mortgagee a copy of any applicable lease agreement relating to such Additional Unit(s), (ii) forthwith prepare and submit to the Mortgagee supplemental schedules describing the Additional Unit(s) in form and substance satisfactory to the Mortgagee and (iii) execute and deliver a supplement to this Railcar Mortgage, substantially in the form of Exhibit A attached hereto and made a part hereof, with appropriate insertions therein (each such supplement, a "Supplemental Mortgage").

(b) Identifications. Each Mortgagor agrees to execute any documents and to pay all recording costs, fees and taxes associated therewith which the Mortgagee may request to give evidence of the Mortgagee's interest in the Units and each Mortgagor agrees that, upon the occurrence of an Event of Default, the Mortgagee may give notice of such interest to any and all of such Mortgagor's creditors.

7. Insurance. Mortgagors shall maintain insurance and shall have a right to use proceeds thereof in accordance with the Credit Agreement (including but not limited to Section 8.1.3 of the Credit Agreement).

8. [RESERVED]

9. Assignment; Permitted Lease.

(a) Except for Permitted Liens (as set forth in the Credit Agreement) or as provided pursuant to the Credit Agreement or any Permitted Railcar Lease Agreement, no Mortgagor will sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against any interest in the Units. The Mortgagee may assign this Railcar Mortgage or any right and title it has hereunder upon written notice thereof to the Mortgagors and such assignment shall be on terms and conditions not inconsistent herewith.

(b) For the purposes of this Railcar Mortgage, the term "Permitted Railcar Lease Agreement" shall mean and refer individually and collectively to any agreement entered into by any Mortgagor respecting the lease of one or more railcars held by such Mortgagor to any operating railroad or other person intending to use such railcar or railcars in a manner relating to interstate commerce, provided that such agreement shall be assignable to the Mortgagee and shall otherwise contain such terms and provisions as are reasonably acceptable to the Mortgagee and such agreement shall be in a form sufficient for recording or filing with the STB.

(c) The Mortgagors shall promptly deliver to the Mortgagee a copy of each Permitted Railcar Lease Agreement, the terms and conditions of which shall not conflict with or otherwise impair, in any material respect, the Mortgagors' duties hereunder or the Mortgagee's liens, rights or remedies hereunder.

(d) The Mortgagors shall not consent to any amendment or modification of the terms of, or waiver of any rights under, any Permitted Railcar Lease Agreement which would materially reduce the rents due from the lessee thereunder or would otherwise materially and adversely affect the rights and interests of the Mortgagee hereunder.

10. Default. The Mortgagors shall be deemed to be in default hereunder in the event that an Event of Default should occur and be continuing under the Credit Agreement.

11. Enforcement of Security and Remedies.

(a) Upon the occurrence of an Event of Default, the Mortgagee shall have all remedies hereunder, under the Credit Agreement and the other Loan Documents and all the remedies of a secured party under the Laws of the State of New York, or any other applicable Laws, including, without limitation, the right to take possession of the Units and for that purpose the Mortgagee (a) may require the Mortgagors to make the Units and the records thereof available to the Mortgagee at a place to be designated by the Mortgagee reasonably convenient to both parties and (b) may, so far as the Mortgagors can give authority therefor, enter upon any premises on which the Units or any part or records thereof may be situated and remove the same therefrom, and the Mortgagors hereby waive and release the Mortgagee of and from any and all claims in connection with such removal.

(b) The parties hereto recognize that the Units may and probably will be widely scattered geographically, difficult of preservation and disposition, important to the continued operation of shippers and subject to complex maintenance and management requirements. Accordingly, the parties agree that, after the occurrence of an Event of Default which is continuing, the Mortgagee is to have the widest possible latitude of action to preserve and protect the Units and its security therein and agree further that, at its option, the Mortgagee shall, subject to and in accordance with applicable law, have the unqualified right to appointment of receivers for the preservation, possession, protection and disposition of all or part of the Units and the collection and protection for the Mortgagee of any proceeds of or use or disposition thereof and/or to do any other thing and exercise any rights or remedies which the Mortgagee may or might, with or without judicial process, do or exercise.

(c) After the Mortgagee takes or receives possession of the Units following the occurrence of an Event of Default which is continuing, the Mortgagee may sell, lease or otherwise dispose of the Units in any manner permitted by Law, and if notice is required by Law, the Mortgagee will give the Mortgagors written notice of the time and place of any public sale of the Units or of the time after which any private sale or other intended disposition thereof is to be made, and at any such public or private sale the Mortgagee may purchase all or any part of the Units. The parties hereto agree that notice under this paragraph shall not be unreasonable as to time if given in compliance herewith ten (10) days prior to sale or other disposition.

(d) To the extent permitted by applicable Law, the Mortgagors hereby waive any rights now or hereafter conferred by statute or otherwise which may require the Mortgagee to sell, lease or otherwise use any Units in mitigation of the Mortgagee's damages as set forth in this paragraph or which may otherwise limit or modify any of the Mortgagee's rights or remedies under this paragraph.

(e) The Mortgagors shall pay to the Mortgagee, on demand and as part of the obligations secured hereunder, all costs and expenses, including court costs, legal expenses and reasonable attorneys' fees, incurred by the Mortgagee in exercising any of its right or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

(f) After the occurrence of an Event of Default which is continuing, the Mortgagee shall apply the proceeds of any sale or lease of or other disposition or realization upon the Mortgaged Property in accordance with Section 9.2.4 of the Credit Agreement. In no event shall the Mortgagee be liable to the Mortgagors for interest on any surplus.

(g) The Mortgagors shall have full responsibility for taking any and all steps to preserve and protect the Mortgaged Property in its possession or subject to its control or in the possession or subject to the control of any permitted lessee. The Mortgagors agree that neither the Mortgagee nor the Lenders nor any of their officers, directors, employees or agents will be liable for any acts of commission or omission, or for any error of judgment or mistake of fact or Law, with respect to the preservation or protection

of any Mortgaged Property in the Mortgagee's custody except for acts of commission or omission that constitute recklessness, gross negligence or willful misconduct.

12. Concurrent Remedies; Other Security.

(a) No right or remedy of the Mortgagee hereunder shall be exclusive of any other remedy herein or by Law provided; each right or remedy shall be cumulative and in addition to every other right or remedy and, in addition, the exercise of any remedy by the Mortgagee hereunder shall not of itself constitute a recognition of a default of all provisions hereof or of an intent by the Mortgagee to terminate all the provisions hereof. Moreover, a failure of the Mortgagee to insist upon strict compliance with the terms hereof or to assert any right or remedy hereunder shall not be waiver of any default and shall not be determined to constitute a modification of the agreements of the parties hereto or the terms hereof or to establish any claim or defense.

(b) The Mortgagee may have or in the future may hold other security and/or guaranties to secure all or any part of the Obligations, but it is specifically understood and agreed that neither the execution and delivery of this Railcar Mortgage nor the holding of any other security and/or guaranty shall at any time or in any way operate to prevent or hinder the Mortgagee from resorting first to such other security and/or guaranty or first to the Mortgaged Property, or first from time to time to both; and the Mortgagee may from time to time as the Mortgagee sees fit, in the Mortgagee's sole discretion, resort to all or any part of the Mortgaged Property without resorting to all or any other security and/or guaranty securing such Obligations, or to all or any part of any other security and/or guaranty securing the Obligations without resorting to all or any part of the Mortgaged Property, and such action on the Mortgagee's part shall not in any way be considered as a waiver of any of the benefits or rights of the Mortgagee relating to the Mortgaged Property or such other security and/or guaranties.

13. Mortgagee's Payment. In the event that the Mortgagors should fail duly and promptly to perform any of the matters required to be performed hereunder, the Mortgagee may, at its option, immediately or at any time thereafter, perform the same for the account of the Mortgagors without thereby waiving any default, and any amount paid or expenses or liability incurred by the Mortgagee in such performance, together with interest thereon at the rate per annum equal to rate set forth in Section 4.3 of the Credit Agreement until paid shall be payable to the Mortgagee by the Mortgagors on demand and shall be and become part of the Obligations secured hereunder.

14. Notice. All notices, statements, requests and demands given to or made upon any party in accordance with the provisions of this Railcar Mortgage shall be deemed to have been given or made when given or made as provided in the Credit Agreement.

15. Miscellaneous.

(a) All covenants and agreements in this Railcar Mortgage contained by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not, except that the

Mortgagors shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Mortgagee.

(b) Upon the Payment In Full of the Obligations, (a) all right, title and interest herein assigned to the Mortgagee shall terminate, and all right, title and interest of the Mortgagee in and to each and every one of the items of Mortgaged Property shall revert to the Mortgagors and (b) the Mortgagee shall, at the request and expense of the Mortgagors, file all requisite release or termination statements and do all such other acts as are reasonably required of it to evidence the termination of the liens and security interests granted hereby or pursuant hereto.

(c) The Mortgagors, at their own expense, shall cause this Railcar Mortgage and each Supplemental Mortgage relating to the Units to be filed with the STB pursuant to Section 11303 of the Interstate Commerce Act, as amended (49 U.S.C. §10101, et seq.) promptly after execution and delivery thereof by all parties thereto. The Mortgagors, at their own expense, shall further cause this Railcar Mortgage, each Supplemental Mortgage and/or appropriate financing statements or continuation statements to be filed and recorded in accordance with the applicable provisions of the Uniform Commercial Code or other applicable Law, in each case to the reasonable satisfaction of counsel to the Mortgagee, and shall do such other things to preserve and maintain the perfection and priority of the Lien granted herein and in the Supplemental Mortgages (if any) to the Mortgagee as such counsel may reasonably request.

(d) The Mortgagors, in addition to the requirements set forth above, will from time to time do and perform in a timely manner any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will refile, re-register, rerecord or redeposit whenever required) any and all further instruments required by Law (including without limitation continuation statements) or reasonably requested by the Mortgagee for the purpose of proper protection, to its sole satisfaction, of its interest in the Units and the other Mortgaged Property, or for the purpose of carrying out the intention of this Railcar Mortgage.

(e) The titles to the various paragraphs of this Railcar Mortgage are solely for convenience and are not a part of this Railcar Mortgage for purposes of interpreting the provisions hereof.

(f) This Railcar Mortgage, any Supplemental Mortgage or schedule thereto, or any other instruments, documents or agreements to be delivered hereunder or thereunder, shall be governed by, and construed in accordance with, the internal laws of the State of New York, United States of America, without regard to its conflict of laws principles other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law and excepting applicable federal Law and except only to the extent precluded by the mandatory application of the Law of another jurisdiction.

(g) SUBMISSION TO JURISDICTION. EACH MORTGAGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS

PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, 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. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE MORTGAGEE ANY LENDER OR ANY ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY DEBTOR, ANY OTHER LOAN PARTY, OR ANY OF ITS RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(h) WAIVER OF VENUE. EACH MORTGAGOR 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 AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION. 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 AND AGREES NOT ASSERT ANY SUCH DEFENSE.

(i) 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 AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, MORTGAGEE 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 AGREEMENT AND THE OTHER LOAN DOCUMENTS BY,

AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(j) This written agreement, together with the other Loan Documents, is exclusive as to its subject matter and no inconsistent oral agreement shall be binding.

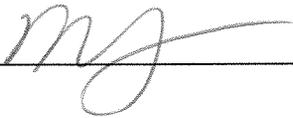
(k) This Railcar Mortgage may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same Railcar Mortgage.

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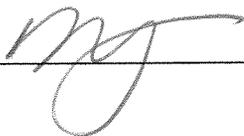
[SIGNATURE PAGE TO RAILCAR MORTGAGE AND SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Railcar Mortgage and Security Agreement to be duly executed by their respective duly authorized officers and delivered the day and year first above written.

WITNESS:



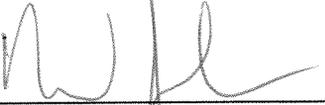






MORTGAGORS:

THE DETROIT SALT COMPANY, L.C.,
a Michigan limited liability company

By 
Name: David Safran
Title: Chief Executive officer

KISSNER USA INC.,
a Delaware corporation

By 
Name: David Safran
Title: Chief Executive officer

MAGCO INCORPORATED,
a New York corporation

By 
Name: David Safran
Title: Chief Executive officer

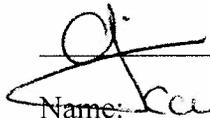
KISSNER USA HOLDINGS INC.,
a Delaware corporation

By 
Name: David Safran
Title: Chief Executive officer

ACKNOWLEDGMENT

ACKNOWLEDGED BEFORE ME at Toronto, in the Province of Ontario.

On this 31st day of July, 2013, before me personally appeared David Safran, to me personally known, who being by me duly sworn, says that he is the Chief Executive Officer of THE DETROIT SALT COMPANY, L.C., KISSNER USA INC., MAGCO INCORPORATED and KISSNER USA HOLDINGS INC.; that said instrument was signed and sealed on behalf of each of said corporations by authority of its member or its Board of Directors, as applicable, and he acknowledged that the execution of the foregoing instrument was the free act and deed of each of said corporations.


Name: Courtney Jean Wilson

A Notary Public in and for the Province of Ontario



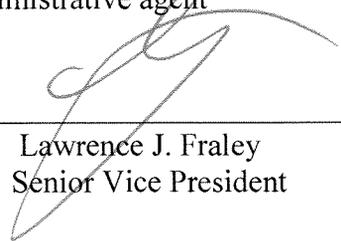
MORTGAGEE:

PNC BANK, NATIONAL ASSOCIATION
as administrative agent

By: _____

Name: Lawrence J. Fraley

Title: Senior Vice President

A handwritten signature in black ink, appearing to read 'L. Fraley', is written over the signature line and extends upwards into the mortgagee information.

ACKNOWLEDGMENT

State of Michigan)
) ss.
County of Oakland)

The foregoing instrument was acknowledged before me on this 31 day of July, 2013, by Lawrence J. Fraley, Senior Vice President of PNC Bank, National Association, a national banking association, for the national banking association.

Sharon Ashmore

Notary Public, Macomb County, Michigan
Acting in the County of Oakland
My Commission Expires: 11-11-13

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| SHARON ASHMORE Notary Public, State of Michigan County of Macomb My Commission Expires Nov. 11, 2013 Acting in the County of <u>Oakland</u> |
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SCHEDULE 1

OWNED RAILROAD EQUIPMENT

Railroad Equipment Owned by The Detroit Salt Company, L.C.:

| <u>Type of Equipment</u> | <u>Internal Fixed Asset</u> | <u>Any Identifying Marks by RR</u> |
|---------------------------------|------------------------------------|---|
| Railcar | BP-RR-DSSX172279 | DSSX172279 |
| Railcar | BP-RR-DSSX20079 | DSSX20079 |
| Railcar | BP-RR-DSSX20160 | DSSX20160 |
| Railcar | BP-RR-DSSX316416 | DSSX316416 |
| Railcar | BP-RR-DSSX465079 | DSSX465079 |
| Railcar | BP-RR-DSSX465114 | DSSX465114 |
| Railcar | BP-RR-DSSX465140 | DSSX465140 |
| Railcar | BP-RR-DSSX465411 | DSSX465411 |
| Railcar | BP-RR-DSSX465416 | DSSX465416 |
| Railcar | BP-RR-DSSX465716 | DSSX465716 |
| Railcar | BP-RR-DSSX466871 | DSSX466871 |
| Railcar | BP-RR-DSSX467148 | DSSX467148 |
| Railcar | BP-RR-DSSX5001 | DSSX5001 |
| Railcar | BP-RR-DSSX5002 | DSSX5002 |
| Railcar | BP-RR-DSSX5003 | DSSX5003 |
| Railcar | BP-RR-DSSX5004 | DSSX5004 |
| Railcar | BP-RR-DSSX5006 | DSSX5006 |
| Railcar | BP-RR-DSSX5007 | DSSX5007 |
| Railcar | BP-RR-DSSX5008 | DSSX5008 |
| Railcar | BP-RR-DSSX5009 | DSSX5009 |
| Railcar | BP-RR-DSSX5010 | DSSX5010 |
| Railcar | BP-RR-DSSX5011 | DSSX5011 |
| Railcar | BP-RR-DSSX5012 | DSSX5012 |
| Railcar | BP-RR-DSSX5013 | DSSX5013 |
| Railcar | BP-RR-DSSX5014 | DSSX5014 |
| Railcar | BP-RR-DSSX5015 | DSSX5015 |
| Railcar | BP-RR-DSSX5016 | DSSX5016 |
| Railcar | BP-RR-DSSX5017 | DSSX5017 |
| Railcar | BP-RR-DSSX5018 | DSSX5018 |
| Railcar | BP-RR-DSSX5019 | DSSX5019 |
| Railcar | BP-RR-DSSX5020 | DSSX5020 |
| Railcar | BP-RR-DSSX5021 | DSSX5021 |
| Railcar | BP-RR-DSSX5022 | DSSX5022 |
| Railcar | BP-RR-DSSX5023 | DSSX5023 |
| Railcar | BP-RR-DSSX5024 | DSSX5024 |
| Railcar | BP-RR-DSSX5025 | DSSX5025 |
| Railcar | BP-RR-DSSX5026 | DSSX5026 |
| Railcar | BP-RR-DSSX5027 | DSSX5027 |
| Railcar | BP-RR-DSSX5028 | DSSX5028 |
| Railcar | BP-RR-DSSX5029 | DSSX5029 |
| Railcar | BP-RR-DSSX5030 | DSSX5030 |

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| Railcar | BP-RR-DSSX5031 | DSSX5031 |
| Railcar | BP-RR-DSSX5032 | DSSX5032 |
| Railcar | BP-RR-DSSX5033 | DSSX5033 |
| Railcar | BP-RR-DSSX5034 | DSSX5034 |
| Railcar | BP-RR-DSSX5035 | DSSX5035 |
| Railcar | BP-RR-DSSX5036 | DSSX5036 |
| Railcar | BP-RR-DSSX5037 | DSSX5037 |
| Railcar | BP-RR-DSSX5038 | DSSX5038 |
| Railcar | BP-RR-DSSX5039 | DSSX5039 |
| Railcar | BP-RR-DSSX5040 | DSSX5040 |
| Railcar | BP-RR-DSSX5041 | DSSX5041 |
| Railcar | BP-RR-DSSX5042 | DSSX5042 |
| Railcar | BP-RR-DSSX5043 | DSSX5043 |
| Railcar | BP-RR-DSSX5044 | DSSX5044 |
| Railcar | BP-RR-DSSX5045 | DSSX5045 |
| Railcar | BP-RR-DSSX5046 | DSSX5046 |
| Railcar | BP-RR-DSSX5047 | DSSX5047 |
| Railcar | BP-RR-DSSX5048 | DSSX5048 |
| Railcar | BP-RR-DSSX5049 | DSSX5049 |
| Railcar | BP-RR-DSSX5050 | DSSX5050 |
| Railcar | BP-RR-DSSX5051 | DSSX5051 |
| Railcar | BP-RR-DSSX5052 | DSSX5052 |
| Railcar | BP-RR-DSSX5053 | DSSX5053 |
| Railcar | BP-RR-DSSX5054 | DSSX5054 |
| Railcar | BP-RR-DSSX5055 | DSSX5055 |
| Railcar | BP-RR-DSSX5056 | DSSX5056 |
| Railcar | BP-RR-DSSX5057 | DSSX5057 |
| Railcar | BP-RR-DSSX5058 | DSSX5058 |
| Railcar | BP-RR-DSSX5059 | DSSX5059 |
| Railcar | BP-RR-DSSX5060 | DSSX5060 |
| Railcar | BP-RR-DSSX5061 | DSSX5061 |
| Railcar | BP-RR-DSSX5062 | DSSX5062 |
| Railcar | BP-RR-DSSX5063 | DSSX5063 |
| Railcar | BP-RR-DSSX5064 | DSSX5064 |
| Railcar | BP-RR-DSSX5065 | DSSX5065 |
| Railcar | BP-RR-DSSX5066 | DSSX5066 |
| Railcar | BP-RR-DSSX5067 | DSSX5067 |
| Railcar | BP-RR-DSSX5068 | DSSX5068 |
| Railcar | BP-RR-DSSX5069 | DSSX5069 |
| Railcar | BP-RR-DSSX5070 | DSSX5070 |
| Railcar | BP-RR-DSSX5071 | DSSX5071 |
| Railcar | BP-RR-DSSX5072 | DSSX5072 |
| Railcar | BP-RR-DSSX5073 | DSSX5073 |
| Railcar | BP-RR-DSSX5075 | DSSX5075 |
| Railcar | BP-RR-DSSX5076 | DSSX5076 |
| Railcar | BP-RR-DSSX5077 | DSSX5077 |
| Railcar | BP-RR-DSSX5079 | DSSX5079 |
| Railcar | BP-RR-DSSX5081 | DSSX5081 |
| Railcar | BP-RR-DSSX5082 | DSSX5082 |
| Railcar | BP-RR-DSSX5083 | DSSX5083 |
| Railcar | BP-RR-DSSX5084 | DSSX5084 |

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| Railcar | BP-RR-DSSX5085 | DSSX5085 |
| Railcar | BP-RR-DSSX5086 | DSSX5086 |
| Railcar | BP-RR-DSSX5087 | DSSX5087 |
| Railcar | BP-RR-DSSX5088 | DSSX5088 |
| Railcar | BP-RR-DSSX5089 | DSSX5089 |
| Railcar | BP-RR-DSSX5090 | DSSX5090 |
| Railcar | BP-RR-DSSX5091 | DSSX5091 |
| Railcar | BP-RR-DSSX5092 | DSSX5092 |
| Railcar | BP-RR-DSSX5093 | DSSX5093 |
| Railcar | BP-RR-DSSX5094 | DSSX5094 |
| Railcar | BP-RR-DSSX5095 | DSSX5095 |
| Railcar | BP-RR-DSSX5096 | DSSX5096 |
| Railcar | BP-RR-DSSX5098 | DSSX5098 |
| Railcar | BP-RR-DSSX5099 | DSSX5099 |
| Railcar | BP-RR-DSSX5100 | DSSX5100 |
| Railcar | BP-RR-DSSX5102 | DSSX5102 |
| Railcar | BP-RR-DSSX5103 | DSSX5103 |
| Railcar | BP-RR-DSSX5104 | DSSX5104 |
| Railcar | BP-RR-DSSX5105 | DSSX5105 |
| Railcar | BP-RR-DSSX5106 | DSSX5106 |
| Railcar | BP-RR-DSSX5107 | DSSX5107 |
| Railcar | BP-RR-DSSX5108 | DSSX5108 |
| Railcar | BP-RR-DSSX5110 | DSSX5110 |
| Railcar | BP-RR-DSSX5111 | DSSX5111 |
| Railcar | BP-RR-DSSX5112 | DSSX5112 |
| Railcar | BP-RR-DSSX5113 | DSSX5113 |
| Railcar | BP-RR-DSSX5114 | DSSX5114 |
| Railcar | BP-RR-DSSX5115 | DSSX5115 |
| Railcar | BP-RR-DSSX5116 | DSSX5116 |
| Railcar | BP-RR-DSSX5117 | DSSX5117 |
| Railcar | BP-RR-DSSX5118 | DSSX5118 |
| Railcar | BP-RR-DSSX5119 | DSSX5119 |
| Railcar | BP-RR-DSSX5120 | DSSX5120 |
| Railcar | BP-RR-DSSX5121 | DSSX5121 |
| Railcar | BP-RR-DSSX5122 | DSSX5122 |
| Railcar | BP-RR-DSSX5124 | DSSX5124 |
| Railcar | BP-RR-DSSX5126 | DSSX5126 |
| Railcar | BP-RR-DSSX5127 | DSSX5127 |
| Railcar | BP-RR-DSSX5128 | DSSX5128 |
| Railcar | BP-RR-DSSX5129 | DSSX5129 |
| Railcar | BP-RR-DSSX5131 | DSSX5131 |
| Railcar | BP-RR-DSSX5133 | DSSX5133 |
| Railcar | BP-RR-DSSX5134 | DSSX5134 |
| Railcar | BP-RR-DSSX5135 | DSSX5135 |
| Railcar | BP-RR-DSSX5137 | DSSX5137 |
| Railcar | BP-RR-DSSX5138 | DSSX5138 |
| Railcar | BP-RR-DSSX5140 | DSSX5140 |
| Railcar | BP-RR-DSSX5141 | DSSX5141 |
| Railcar | BP-RR-DSSX5142 | DSSX5142 |
| Railcar | BP-RR-DSSX5143 | DSSX5143 |
| Railcar | BP-RR-DSSX5144 | DSSX5144 |

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| Railcar | BP-RR-DSSX5145 | DSSX5145 |
| Railcar | BP-RR-DSSX5146 | DSSX5146 |
| Railcar | BP-RR-DSSX5147 | DSSX5147 |
| Railcar | BP-RR-DSSX5148 | DSSX5148 |
| Railcar | BP-RR-DSSX5149 | DSSX5149 |
| Railcar | BP-RR-DSSX5150 | DSSX5150 |
| Railcar | BP-RR-DSSX5151 | DSSX5151 |
| Railcar | BP-RR-DSSX5152 | DSSX5152 |
| Railcar | BP-RR-DSSX5155 | DSSX5155 |
| Railcar | BP-RR-DSSX5156 | DSSX5156 |
| Railcar | BP-RR-DSSX5158 | DSSX5158 |
| Railcar | BP-RR-DSSX5160 | DSSX5160 |
| Railcar | BP-RR-DSSX5161 | DSSX5161 |
| Railcar | BP-RR-DSSX5162 | DSSX5162 |
| Railcar | BP-RR-DSSX5163 | DSSX5163 |
| Railcar | BP-RR-DSSX5164 | DSSX5164 |
| Railcar | BP-RR-DSSX5165 | DSSX5165 |
| Railcar | BP-RR-DSSX5166 | DSSX5166 |
| Railcar | BP-RR-DSSX5167 | DSSX5167 |
| Railcar | BP-RR-DSSX5168 | DSSX5168 |
| Railcar | BP-RR-DSSX5170 | DSSX5170 |
| Railcar | BP-RR-DSSX5502 | DSSX5502 |
| Railcar | BP-RR-DSSX5504 | DSSX5504 |
| Railcar | BP-RR-DSSX5505 | DSSX5505 |
| Railcar | BP-RR-DSSX5506 | DSSX5506 |
| Railcar | BP-RR-DSSX5507 | DSSX5507 |
| Railcar | BP-RR-DSSX5508 | DSSX5508 |
| Railcar | BP-RR-DSSX5509 | DSSX5509 |
| Railcar | BP-RR-DSSX5510 | DSSX5510 |
| Railcar | BP-RR-DSSX810003 | DSSX810003 |
| Railcar | BP-RR-DSSX810013 | DSSX810013 |
| Railcar | BP-RR-DSSX810315 | DSSX810315 |
| Locomotive | | DSSX5169 |

EXHIBIT A
FORM OF

SUPPLEMENT NO. _____
TO RAILCAR MORTGAGE AND SECURITY AGREEMENT

SUPPLEMENT NO. _____ TO RAILCAR MORTGAGE AND SECURITY AGREEMENT dated _____, 20____ (this "Supplemental Mortgage") to the Railcar Mortgage and Security Agreement dated August 9, 2013 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Initial Railcar Mortgage"), between THE DETROIT SALT COMPANY, L.C., a Michigan limited liability company ("DS"), KISSNER USA INC., a Delaware corporation ("KU"), MAGCO INCORPORATED, a New York corporation ("Magco") and KISSNER USA HOLDINGS INC., a Delaware corporation ("KUH"), each having an office and place of business at 32 Cherry Blossom Road, Cambridge, Ontario N3H 4R7 (DS, KU, Magco and KUH, each a "Mortgagor" and collectively, the "Mortgagors"), and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (the "Mortgagee").

RECITALS:

WHEREAS, all undefined terms used herein shall have the respective meanings set forth therefor in the Initial Railcar Mortgage; and

WHEREAS, subject to the terms and provisions of the Initial Railcar Mortgage, the Mortgagors agreed to execute and deliver from time to time Supplemental Mortgages substantially in the form hereof with respect to railcars held by the Mortgagors for lease to third parties and not previously described on a schedule to the Initial Railcar Mortgage; and

WHEREAS, the Mortgagor are the owner of _____ railcars which the Mortgagors has leased, or intends to lease, pursuant to a Permitted Railcar Lease Agreement (such railcars as described in more detail on Supplemental Schedule 1 attached hereto and made a part hereof, are herein referred to as the "Additional Units"); and

WHEREAS, the Mortgagors desire to execute and deliver this Supplemental Mortgage for the purpose of describing and subjecting the Additional Units to the lien of the Initial Railcar Mortgage in favor of the Mortgagee for the benefit of the Lenders.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Schedule 1 to the Initial Railcar Mortgage is hereby supplemented by adding thereto as of the date hereof the Additional Units described on Supplemental Schedule 1 hereto. Schedule 1 to the Initial Railcar Mortgage is hereby further supplemented to include the identification information set forth on Supplemental Schedule 1 hereto.

2. Effective on the date hereof, the Mortgagors' right, title and interest in and to (i) the Additional Units described on Supplemental Schedule 1 attached hereto, (ii) all

replacements, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated therein and/or affixed thereto, and all special tools and devices incorporated there into or used in connection therewith, (iii) all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection or any other temporary or permanent disposition or encumbrance of the collateral listed in items (i) and (ii) of this paragraph 2 (or any part thereof) or any interest therein, (iv) all products, substitutions, renewals and improvements to, of or for any of the collateral listed in items (i) through (iii) of this paragraph 2, and (v) all proceeds (including any claims or insurance payable by reason of loss or damage to the Units) of or for any of the collateral listed in items (i) through (iv) of this paragraph 2 are deemed included in the Mortgaged Property and are subjected to the lien, encumbrance and mortgage created by the Railcar Mortgage.

3. This Supplemental Mortgage shall be construed in connection with and as part of the Initial Railcar Mortgage; and the Initial Railcar Mortgage is hereby modified to include this Supplemental Mortgage, and all terms, conditions, representations, warranties, covenants and agreements set forth therein, except as herein modified, are hereby confirmed and ratified (including without limitations the representations and warranties of the Mortgagors set forth in paragraph 3 of the Initial Railcar Mortgage) and shall remain in full force and effect, except that such terms, conditions, representations, warranties, covenants and agreements shall be deemed to extend to and include this Supplemental Mortgage. From this date any references to the "Railcar Mortgage", "Unit(s)" and "Mortgaged Property" shall be deemed to be references to such terms as amended or supplemented in connection with this Supplemental Mortgage.

4. THIS SUPPLEMENTAL MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, EXCEPTING APPLICABLE FEDERAL LAW AND EXCEPT ONLY TO THE EXTENT PRECLUDED BY THE MANDATORY APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

5. This Supplemental Mortgage may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same Supplemental Mortgage.

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**[SIGNATURE PAGE TO SUPPLEMENT NO. ____
TO RAILCAR MORTGAGE AND SECURITY AGREEMENT]**

IN WITNESS WHEREOF, each of the parties hereto has caused this Supplement No. ____ to Railcar Mortgage and Security Agreement to be duly executed by their respective duly authorized officers and delivered the day and year first above written.

WITNESS:

MORTGAGORS:

THE DETROIT SALT COMPANY, L.C.,
a Michigan limited liability company

By _____
Name: _____
Title: _____

KISSNER USA INC.,
a Delaware corporation

By _____
Name: _____
Title: _____

MAGCO INCORPORATED,
a New York corporation

By _____
Name: _____
Title: _____

KISSNER USA HOLDINGS INC.,
a Delaware corporation

By _____
Name: _____
Title: _____

**[SIGNATURE PAGE TO SUPPLEMENT NO. ____
TO RAILCAR MORTGAGE AND SECURITY AGREEMENT]**

Agreed and Accepted this ____ day of _____, 20 ____ :

MORTGAGEE:

PNC BANK, NATIONAL ASSOCIATION,
as administrative agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

ACKNOWLEDGED BEFORE ME at Toronto, in the Province of Ontario.

On this __ day of _____, 20__, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of THE DETROIT SALT COMPANY, L.C., KISSNER USA INC., MAGCO INCORPORATED and KISSNER USA HOLDINGS INC.; that said instrument was signed and sealed on behalf of each of said corporations by authority of its member or its Board of Directors, as applicable, and he acknowledged that the execution of the foregoing instrument was the free act and deed of each of said corporations.

Name:

A Notary Public in and for the Province of Ontario

ACKNOWLEDGMENT

State of Michigan)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__, by _____, _____ of PNC Bank, National Association, a national banking association, for the national banking association.

Notary Public, _____ County, Michigan
Acting in the County of _____
My Commission Expires: _____

Supplemental Schedule 1 to Supplement No. _____

[Description of Additional Units]

| <u>Type of Equipment</u> | <u>Number of Each Type</u> | <u>Any AAR Designation</u> | <u>Road or Serial Numbers</u> | <u>Any Identifying Marks</u> |
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