

**IN THE COURT OF COMMON PLEAS
TUSCARAWAS COUNTY, OHIO
GENERAL TRIAL DIVISION**

STATE OF OHIO, ex rel. Michael DeWine	:	
ATTORNEY GENERAL OF OHIO,	:	
	:	CASE NO: 2012 CV 03 0268
Plaintiff,	:	
	:	Hon. Charles E. Brown, Jr.
v.	:	
	:	
CARGILL, INCORPORATED, CARGILL	:	
DEICING TECHNOLOGY, MORTON	:	
SALT, INC., and MORTON	:	
INTERNATIONAL, LLC,	:	
	:	
Defendants.	:	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into by and among Cargill, Incorporated and Cargill Deicing Technology (“Cargill” or “Defendant”), Morton Salt, Inc., and Morton International, LLC (“Morton” or “Defendant”) (collectively, “Defendants”), and the Attorney General of the State of Ohio (the “Attorney General” or “Plaintiff”) on behalf of the State of Ohio (the “State”) (Defendants and Plaintiff collectively referred to as “the Parties”) to resolve the action brought by the Attorney General on behalf of the State against Defendants in the Tuscarawas County, Ohio Court of Common Pleas captioned *State of Ohio ex. rel. Michael DeWine, Attorney General of Ohio v. Cargill, Incorporated et al.*, Case No. 2012 CV 03 0268 (the “Action”). The Parties agree as follows:

1. **Settlement Amount.** Within 10 (ten) business days of the execution of this Settlement Agreement, the Defendants shall pay the Attorney General the combined sum of \$11,500,000.00 (the “Settlement Amount”), with Cargill paying the sum of \$7,705,000.00 (the “Cargill Settlement Amount”) and Morton paying the sum of \$3,795,000.00 (the “Morton Settlement Amount”), unless on or before June 7, 2015, the Attorney General notifies Cargill of

the Attorney General's intent to exercise the Cargill Option described in Paragraph 14 of this Settlement Agreement. The Attorney General's exercise of that Cargill Option shall not affect Morton's payment of the Morton Settlement Amount as described in this paragraph.

2. No Admission Of Liability. In agreeing to settle the Action, Defendants make no admission of fact or law, and no part of this Settlement Agreement shall be treated or construed as a finding, determination, or admission of liability or wrongdoing of any kind by Defendants or the Releasees (as defined in Paragraph 4, below). Defendants expressly deny having engaged in any wrongful or illegal activity or having violated any law, regulation, or rule, or that any person or entity has suffered any harm, as alleged in the Action. The Settlement Amount is being paid solely to resolve the disputes between the Parties and is not a monetary fine, penalty, customer reimbursement, restitution, and/or damages.

3. Dismissal With Prejudice. Within 1 (one) business day of the execution of the Settlement Agreement, the State and Attorney General shall dismiss all of their claims against Defendants in the Action with prejudice, and notify the Court that it should enter the May 18, 2015 Judgment Entry dismissing the Action with prejudice.

4. Release. In consideration of Defendants' payments and other undertakings pursuant to this Settlement Agreement, the State of Ohio and the Attorney General (the "Releasers") shall release Defendants and each and every one of their parents, subsidiaries, affiliates, predecessors, successors and assigns, current and/or former directors, officers, employees and/or agents (collectively, the "Releasees") from all claims (known or unknown), under state or federal law, for conduct occurring from and including January 1, 2000, through and including May 18, 2015, that the Releasers made or could have made against Defendants and/or the Releasees based on the facts alleged in the Complaint, on behalf of themselves, any

state agencies, departments, institutions, and, to the fullest extent permissible under Ohio law, any Ohio political subdivisions (the "Release"). This Release includes all claims (known or unknown) against Defendants and/or the Releasees of the type, category, or nature of those alleged in the Complaint (that is, claims that could be brought under the Ohio Valentine Act, the Sherman Act, the Clayton Act, or any similar antitrust or business competition law (whether created by statute, recognized under the common law, or otherwise)) on behalf of the Releasors from January 1, 2000, through and including May 18, 2015. The Parties expressly agree that the Defendants' entry into this Settlement Agreement is not intended to and shall not disqualify Defendants and/or the Releasees from engaging in any business in the State of Ohio, and this Settlement Agreement shall not be used in any manner whatsoever in support of any proceeding to disqualify Defendants and/or the Releasees from engaging in any business in the State of Ohio (including but not limited to proceedings contemplated by Ohio R.C. 1331.07).

5. Training, Seminars, Or Presentation Materials. In the materials created and used in connection with any future training, seminars, or similar presentations other than to employees of the Office of the Ohio Attorney General (collectively "Training"), the Attorney General (including all employees or agents acting on behalf of the Attorney General's office) shall not refer to Cargill or Morton, or to the product at issue in the Action (road salt), or any of the allegations, facts, documents, or events set forth in the Complaint or facts that were disclosed or learned during discovery in this Action.

6. Amendment; Waiver. Except as otherwise provided for herein, this Settlement Agreement may not be modified, changed, cancelled, amended or varied, nor may any of its terms be waived, except by a writing signed by all of the Parties.

7. Execution In Counterparts. The Settlement Agreement may be executed in counterparts. Facsimile or .pdf signatures shall be considered as valid signatures as of the date thereof.

8. Authorization to Enter Settlement Agreement. The Parties represent and warrant that the person executing this Settlement Agreement on behalf of each Party has the legal authority to bind the Party to the terms of this Settlement Agreement. The Parties further represent and warrant that the Parties, through their counsel, fully apprised of their rights, and having had the full opportunity to examine the facts and circumstances surrounding their respective decisions to accept the terms of this Settlement Agreement, have engaged in vigorous negotiations that led to this Settlement Agreement, and do voluntarily enter into this Settlement Agreement.

9. Resolution of Disputes; Retention of Jurisdiction. This Settlement Agreement shall be governed by the laws of the State of Ohio. The Parties agree that Judge Charles E. Brown, Jr. shall retain exclusive jurisdiction for purposes of enforcing this Settlement Agreement, including jurisdiction to resolve any and all disputes that arise under the Settlement Agreement.

10. Effective Date. This Settlement Agreement becomes effective upon execution by all Parties.

11. Integrated Agreement. This Settlement Agreement comprises the entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties.

12. Severability. If any term or provision of this Settlement Agreement is illegal, invalid and/or unenforceable for any reason whatsoever, that term or provision will be enforced

to the maximum extent legally permissible so as to effect the intent of the Parties, and the illegality, invalidity, and/or unenforceability of any such term or provision shall not render the remainder of this Settlement Agreement illegal, invalid, and/or unenforceable.

13. No Party Is The Drafter. None of the Parties shall be considered to be the drafter or this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

14. Cargill Option. On or before June 8, 2015, the Attorney General shall have the right, by notifying Cargill in writing, addressed to Cargill's counsel Mayer Brown LLP, to accept all or a portion of the Cargill Settlement Amount through the provision of road salt to the State on the terms and conditions described in this paragraph (the "Cargill Option"). Upon the Attorney General's exercise of this Cargill Option, Cargill shall agree to provide road salt to the Ohio Department of Transportation ("ODOT") on the same terms and conditions that Cargill offered in response to the ODOT 2014-15 "Winter Fill" Invitation to Bid No. 018-15 to ODOT destinations in District 3, District 4, and/or District 12 for which Cargill submitted pricing, except that (1) the delivery of road salt can begin as early as practicable, (2) the road salt can be delivered up to and including November 30, 2015, and (3) the road salt will be delivered pursuant to a mutually agreeable delivery schedule (and not pursuant to the requirement that delivery be made within 7 (seven) days of the order). The prices set forth in Cargill's 018-15 bid submission to those ODOT destinations shall be used to determine the value of the salt being provided in satisfaction, in all or in part, of the Cargill Settlement Amount. However, in each instance, if any, that Cargill's bid price per ton on Bid No. 018-16 for a particular ODOT destination in a district listed above is lower than the bid price per ton for that same ODOT

destination in Bid No. 018-15, the prices set forth in Cargill's 018-16 bid submission for that ODOT destination shall be used to determine the value of the salt being provided in satisfaction, in all or in part, of the Cargill Settlement Amount. By June 8, 2015, the Attorney General shall tell Cargill (in dollars) how much of the Cargill Settlement Amount the State would like to be satisfied by the provision of salt pursuant to the Cargill Option; the total value of any salt provided pursuant to the Cargill Option shall not exceed the Cargill Settlement Amount.

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SIGNED:

Mike DeWine

Attorney General of the State of Ohio

By: Mike DeWine, Attorney General

Date: June 2, 2015

Cargill, Incorporated and Cargill Deicing Technology

By: _____

Date: _____

Morton Salt, Inc.

By: _____

Date: _____


SIGNED:

Attorney General of the State of Ohio

By: _____

Date: _____

Cargill, Incorporated and Cargill Deicing Technology

By:  _____

Date: 6-1-15 _____

Morton Salt, Inc.

By: _____

Date: _____

[Signature blocks continued on next page.]

SIGNED:

Attorney General of the State of Ohio

By: _____

Date: _____

Cargill, Incorporated and Cargill Deicing Technology

By: _____

Date: _____



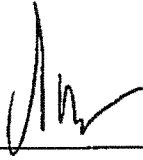
Morton Salt, Inc.

By: CHIEF EXECUTIVE OFFICER

Date: 4/2/15

[Signature blocks continued on next page.]

SIGNED:



Morton Salt, Inc.

By: V.P. FINANCE + CHIEF FINANCIAL
OFFICER

Date: 6/2/15

Morton International, LLC

By: _____

Date: _____

SIGNED:

Morton Salt, Inc.

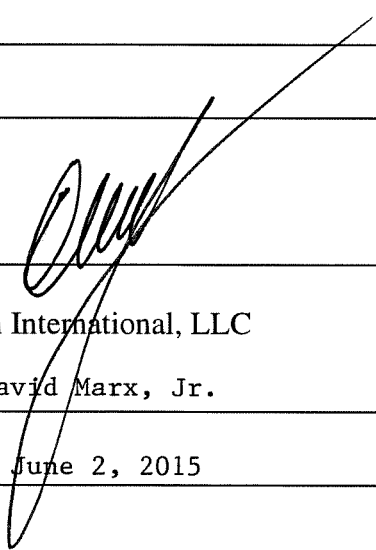
By: _____

Date: _____

Morton International, LLC

By: David Marx, Jr.

Date: June 2, 2015

A handwritten signature in black ink, appearing to read "David Marx, Jr.", is written over the signature line and extends upwards into the date line.