

RETURN DATE: OCTOBER 27, 2009

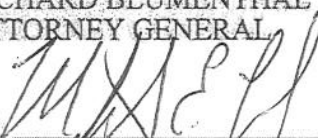
STATE OF CONNECTICUT,	:	SUPERIOR COURT
<i>Plaintiff,</i>	:	
	:	JUDICIAL DISTRICT OF HARTFORD
v.	:	AT HARTFORD
	:	
K+S AKTIENGESELLSCHAFT and	:	
INTERNATIONAL SALT COMPANY, LLC.	:	
<i>Defendants.</i>	:	OCTOBER 13, 2009

JOINT MOTION FOR JUDGMENT IN ACCORDANCE WITH STIPULATION

The Plaintiff, State of Connecticut, and the Defendants, K+S Aktiengesellschaft and International Salt Company LLC, hereby jointly move for judgment in accordance with the stipulation executed by the parties and attached hereto. The Defendants, K+S Aktiengesellschaft and International Salt Company, LLC, consent to this Motion as evidenced by the attached Stipulated Judgment.

PLAINTIFF
STATE OF CONNECTICUT

RICHARD BLUMENTHAL
ATTORNEY GENERAL

By 
 Michael E. Cole, Juris # 417145
 Chief, Antitrust Department
 Antonia Conti, Juris # 420510
 Assistant Attorneys General
 55 Elm Street, P.O. Box 120
 Hartford, CT 06141-0120
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antonia.conti@po.state.ct.us

NO TESTIMONY REQUIRED
ORAL ARGUMENT NOT REQUESTED

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 OFFICE OF THE CLERK
 SUPERIOR COURT
 HARTFORD, J.D.

FILED

DEFENDANTS
K+S AKTIENGESELLSCHAFT and
INTERNATIONAL SALT COMPANY, LLC

By 

Christian A. Matarese, Juris# 427715
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STATE OF CONNECTICUT, : SUPERIOR COURT
Plaintiff, :
 : JUDICIAL DISTRICT OF HARTFORD
v. : AT HARTFORD
 :
K+S AKTIENGESELLSCHAFT and :
INTERNATIONAL SALT COMPANY, LLC. :
Defendants. : OCTOBER 13, 2009

JUDGMENT IN ACCORDANCE WITH STIPULATION

The court finds that Judgment should enter in accordance with the attached Stipulated Judgment executed by the Plaintiff and the Defendants, K + S Aktiengesellschaft and International Salt Company, LLC.

BY THE COURT

Judge/Clerk

Date

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SUPERIOR COURT
HARTFORD J.D.

CERTIFICATION

I hereby certify that a copy of the Joint Motion for Judgment and Judgment in accordance with Stipulation was mailed, first class postage prepaid, this 13th day of October, 2009 to:

Christian Matarese, Esq.
Freshfields Bruckhaus Deringer US LLP
520 Madison Avenue, 34th Floor
New York, NY 10022



Antonia Conti, Juris # 420510
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STATE OF CONNECTICUT, : SUPERIOR COURT
Plaintiff, :
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 :
K+S AKTIENGESELLSCHAFT and :
INTERNATIONAL SALT COMPANY, LLC. :
Defendants. : OCTOBER 13, 2009

STIPULATED JUDGMENT

This action, by writ and complaint came to this Court on October 27, 2009, when the parties appeared and filed a written stipulation that judgment be entered as hereinafter set forth.

The State of Connecticut, Plaintiff, represented by Richard Blumenthal, Attorney General, having filed a Complaint against K+S Aktiengesellschaft (“K+S”) and its corporate subsidiary, the International Salt Company, LLC, (“ISCO”), (hereinafter the “Defendants”), on behalf of the State of Connecticut (“State”), alleges that the proposed acquisition of Morton International, Inc. (“Morton”) by K+S from the Dow Chemical Company (“Dow”) (hereinafter the “Acquisition”) would substantially reduce competition among bulk deicing road salt providers in the State of Connecticut (the “Complaint”). K+S is currently one of the world’s leading suppliers of Salt products. K+S sells deicing road salt in Connecticut through its U.S. subsidiary, ISCO. Morton, headquartered in Chicago, Illinois, is a wholly-owned subsidiary of

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SUPERIOR COURT
HARTFORD J.D.

Dow, and is a leading salt vendor in North America, including the State of Connecticut. Morton produces consumer salt, industrial salt and deicing road salt. The proposed acquisition of Morton will make K+S the largest producer of deicing road salt for customers in Connecticut.

Before the taking of any testimony and without trial or adjudication of any issue of fact or law herein and upon the consent of the parties hereto, it is hereby:

ORDERED, ADJUDICATED AND DECREED AS FOLLOWS:

I. **INTRODUCTION**

A. The Defendant, K+S, is a foreign corporation organized, existing and doing business under and by virtue of the laws of Germany, with its offices and principal place of business located at Bertha-von-Suttner Str. 7, 34131 Kassel, Germany.

B. The Defendant ISCO, a wholly owned subsidiary of K+S, is a Delaware limited liability company doing business under and by virtue of the laws of the United States, with its offices and principal place of business located at 655 Northern Boulevard, Clarks Summit, PA.

C. The Office of the Connecticut Attorney General coordinated its investigation of the proposed Acquisition with the Federal Trade Commission ("Commission"), which had its own concurrent investigation of the proposed Acquisition. At the conclusion of its investigation, the Commission determined that the Acquisition, if consummated, would violate federal antitrust laws. The Commission and the Defendants agreed to the Provisional FTC Order (as defined in Section III) that requires, *inter alia*, the Defendants to divest certain assets in Connecticut and elsewhere, in order to ensure continued competition in the relevant markets for Deicing Salt subsequent to the Acquisition. This Stipulated Judgment is based upon the Commission's

Provisional Order and is intended to impose substantially similar terms, conditions and responsibilities on the Defendants as that Order.

D. The Defendants deny the material allegations of the State's Complaint except as to those regarding jurisdiction. The State and the Defendants consent to the entry of this Stipulated Judgment on Consent ("Stipulated Judgment") without trial or adjudication of any issue of fact or law in this action, and by doing so the Defendants do not admit any allegation that the law has been violated as alleged in the Complaint or any other material allegations of the Complaint except those regarding jurisdiction.

E. The State avers that the implementation of this Stipulated Judgment will resolve its concerns as alleged in the Complaint and that this Stipulated Judgment will prevent the adverse effects on competition in the State, which may have resulted from the Acquisition.

F. The Defendants and the State have agreed to be bound by the provisions of this Stipulated Judgment pending its approval by the Court.

G. The Defendants admit all the jurisdictional facts set forth in the State's Complaint.

H. This Stipulated Judgment is in the public interest.

II. JURISDICTION

This Court has jurisdiction over the subject matter and over each of the parties hereto. The Complaint states a claim for relief under the Connecticut Antitrust Act, (Conn. Gen. Stat. § 35-24 *et seq.*)

III. DEFINITIONS

As used hereinafter:

A. "Acquisition" means the acquisition of Morton International, Inc., a subsidiary of the Dow Chemical Company, by K+S.

B. "Commission" means the Federal Trade Commission.

C. "Commission-approved Acquirer" means each acquirer approved by the Commission pursuant to Section IV of this Stipulated Judgment. If approved by the Commission, "Commission-approved Acquirer" means Granite State.

D. "Connecticut Book of Business" means all rights to contracts between Defendant ISCO and the State of Connecticut for delivery of Deicing Salt in the state for the period beginning in the winter season of 2009 through April 30, 2010, for five areas¹ and their underlying municipalities, approved by the appropriate Connecticut governmental entities, with awarded volume of Deicing Salt totaling approximately 75,000 tons of Deicing Salt; *provided, however*, that for purposes of the Granite State Divestiture Agreement the "Connecticut Book of Business" means the Customer contracts as described in the Asset Purchase Agreement (Connecticut) Disclosure Schedule 4.03 of that agreement. "Connecticut Book of Business" includes all books, records, and other information necessary to allow Granite State (or another Commission-approved Acquirer of the Connecticut Divestiture Assets) to perform under the

¹ The five areas are: Area #132 Brookfield, Area #133 Waterbury, Area #135 Higganum, Area #137 Winchester and Area #142 East Haven.

included contracts but shall not include any of Defendant ISCO's historical information (bid, cost, or pricing) relating to this or any other contract.

E. "Connecticut Divestiture Assets" means:

1. Connecticut Stockpile space;
2. Connecticut Book of Business;
3. Other services; and
4. Connecticut Supply.

F. "Connecticut Stockpile Space" means access to approximately 80,000 square feet of contiguous stockpile space with a capacity of approximately 70,000 tons located at the New Haven Terminal for a period at least through May 31, 2010

G. "Connecticut Supply" means a supply of Deicing Salt, consistent with Section IV of this Stipulated Judgment.

H. "Connecticut Customers" means the Connecticut governmental entities that acquire Deicing Salt on behalf of the state and its municipalities as part of the Connecticut Book of Business.

I. "Defendants" means K+S and ISCO individually and collectively.

J. "Deicing Salt" means salt (sodium chloride as specified by the Connecticut Department of Transportation) which is used to melt snow and ice on roads and highways.

K. "Direct Cost" means the cost of: (1) labor, materials and other costs necessary to mine the Deicing Salt; (2) the transportation of the Deicing Salt from the mine to the loading port; (3) the cost of freight from the loading port to New Haven, Connecticut, via ocean-going

vessel; (4) the cargo insurance; and (5) an allocation of SPL's overhead costs attributable to the Deicing Salt provided to ISCO in the ordinary course of business; provided however, that for purposes of the Connecticut Salt Supply Agreement between Defendants and Granite State that is referenced in this Stipulated Judgment, "Direct Cost" means the cost of supply as provided in that agreement.

L. "Divestiture Agreement" means the agreements, licenses, assignments, and all other agreements entered into between the Commission-approved Acquirer and the Defendants and approved by the Commission pursuant to Section IV of this Stipulated Judgment; if approved by the Commission, "Divestiture Agreement" includes the Granite State Divestiture Agreement and the Connecticut Salt Supply Agreement.

M. "Divestiture Assets" means the assets required by this Stipulated Judgment to be divested and includes the Connecticut Divestiture Assets.

N. "Gateway" means Gateway Terminal, the full service independent terminal operator headquartered in New Haven, Connecticut, which provides space for Deicing Salt and Other Services.

O. "Granite State" means Granite State Minerals, Inc., a corporation organized, existing and doing business under and by virtue of the laws of the State of New Hampshire with its office and principal place of business located at 227 Market Street Portsmouth, NH 03801.

P. "Granite State Divestiture Agreement" means the agreement entitled "Asset Purchase Agreement (Connecticut)", including all exhibits, appendices, and annexes, executed by Granite State, K+S and ISCO on September 10, 2009.

Q. “K+S” means K+S Aktiengesellschaft, its directors, officers, employees, agents, representatives, successors, and assigns; its parents, joint ventures, subsidiaries, divisions, groups and affiliates controlled by K+S, and the respective directors, offices, employees, agents, representatives, successors, and assigns of each.

R. “ISCO” means International Salt Company, LLC.

S. “New Haven Terminal” means the terminal located at 400 Waterfront Street, New Haven, CT 06512, owned and operated by Gateway.

T. “Other Services” means all services provided in connection with Deicing Salt after the Deicing Salt has been transported by ship to the port, including, but not limited to, offloading the Deicing Salt from vessels, stevedoring, stockpiling or building the stockpile, transporting Deicing Salt from the vessel to the stockpile and from the stockpile to the ultimate customer, drayage of the product to the stockpile, wharfage, and scaling or weighing the trucks.

U. “Provisional FTC Order” means the Decision and Order and Agreement containing Consent Order approved by the FTC on September 25, 2009, and submitted for public comment for the period through October 26, 2009.

V. “SPL” means Sociedad Punta de Lobos, a wholly-owned subsidiary of K+S, located at Tajamar 183, Las Condes, Santiago, Chile.

W. “Salt Supply Agreement (Connecticut)” means the agreement between Defendant ISCO and Granite State executed on October 6, 2009 and includes all the Defendant’s obligations (as enumerated in Section IV C of this Stipulated Judgment) to provide the

Connecticut Supply of Deicing Salt to Granite State. This agreement may also be referred to as the “Connecticut Salt Supply Agreement”.

X. “Stockpile” means a pile of salt at a storage terminal.

Y. “Third Party” means an entity other than the Defendants, or a Commission-approved Acquirer, including, but limited to, the Connecticut Department of Transportation, Department of Administrative Services, and Gateway.

IV. DIVESTITURE

A. By no later than twenty (20) days after the Acquisition occurs, the Defendants shall divest the Connecticut Divestiture Assets to Granite State pursuant to and in accordance with the Granite State Divestiture Agreement, absolutely and in good faith, and at no minimum price; *provided however*, that if the Defendants have divested the Connecticut Divestiture Assets to Granite State prior to the date the Provisional FTC Order becomes final and if, at the time the Commission determines to make the Provisional FTC Order final:

1. The Commission determines and notifies the Defendants that Granite State is not an acceptable acquirer of the Connecticut Divestiture Assets, then the Defendants shall immediately rescind the transaction with Granite State and shall divest the Connecticut Divestiture Assets no later than six (6) months from the date the Provisional FTC Order becomes final, absolutely and in good faith, at no minimum price, to a Commission-approved Acquirer and only in a manner that receives the prior approval of the Commission, the Connecticut Departments of Transportation and Administrative Services (hereinafter “DOT/DAS”), and the Connecticut Attorney General; or

2. The Commission determines and notifies the Defendants that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct the Defendants to effect such modifications to the manner of divesting the Connecticut Divestiture Assets to Granite State (including, but not limited to, entering into additional agreements or arrangements) as may be necessary to satisfy the requirements of this Stipulated Judgment.

B. Prior to completing the Acquisition, the Defendants shall:

1. Obtain all consents and approvals from Third Parties and satisfy all other conditions required to transfer all rights and divest all assets as required by Section IV.A, including obtaining any consents or waivers of, or making any payments to, Third Parties; and

2. Provide written notification to all Connecticut Customers that Deicing Salt provided as part of the Connecticut Book of Business divested to Granite State or another Commission-approved Acquirer will be provided by the Commission-approved Acquirer and not by the Defendants.

C. To enable the Commission-approved Acquirer of the Connecticut Divestiture Assets to supply Connecticut Customers with Deicing Salt (“Connecticut Supply”) at an identical level, in an identical manner, and of identical quality as the Defendant supplies customers with Deicing Salt, the Defendants shall, pursuant to an agreement approved by the Commission (“Connecticut Salt Supply Agreement”):

1. Provide to the Commission-approved Acquirer of the Connecticut Divestiture Assets, at the option of the Commission-approved Acquirer:
 - a) for a period of up to 36 consecutive months (the 36-month period to be determined by the Commission-approved Acquirer);
 - b) up to 120,000 tons of Deicing Salt per year, such quantity to be determined by the Commission approved Acquirer of the Connecticut Divestiture Assets; provided, however, if the Connecticut Book of Business requires the Commission-approved Acquirer of the Connecticut Divestiture Assets to supply more than 120,000 tons of Deicing Salt in the (1) 2009-2010 contract year for the Connecticut Book of Business, and (2) the 2010-2011 contract year, if the State of Connecticut extends the period of performance for the Connecticut Book of Business, the Defendant ISCO shall provide the required Deicing Salt to the Commission-approved Acquirer consistent with this paragraph; and
 - c) at no more than the Defendant's Direct Cost.
2. Use reasonable efforts to minimize its costs in connection with the supply of Deicing Salt to the Commission-approved Acquirer in a manner that is consistent with the Defendants' efforts to provide Deicing Salt to its own New Haven Stockpiles; and
3. Ensure that in the event of any Deicing Salt supply disruption:

- a) alternative arrangements shall be made for the required Deicing Salt delivery to the Commission-approved Acquirer to commence as soon as possible;
- b) the Commission-approved Acquirer's priority to receive Deicing Salt shall be restored as if the disrupting event had not occurred; and
- c) the Commission-approved Acquirer will not be prejudiced relative to the Defendant's operations in relation to the transport and delivery of Deicing Salt for the Commission-approved Acquirer's own account or on behalf of any of its affiliates.

D. The Granite State Divestiture Agreement and the Connecticut Salt Supply Agreement (or any other Divestiture Agreements effectuating divestiture of the Connecticut Divestiture Assets) shall not limit or contradict, or be construed to limit or contradict, the terms of this Stipulated Judgment, it being understood that nothing in this Stipulated Judgment shall be construed to reduce any rights or benefits of any Commission-approved Acquirer or to reduce any obligations of the Defendants under such agreements, and each such agreement, if approved by the Commission as the Divestiture Agreements, shall be incorporated by reference into this Stipulated Judgment and made a part hereof. The Defendants shall comply with all terms of the Granite State Divestiture Agreement (or any other Divestiture Agreement affecting the Connecticut Divestiture Assets) and any breach by the Defendants of any term of the Divestiture Agreement shall constitute a violation of this Stipulated Judgment. If any term of the Divestiture Agreement varies from the terms of this Stipulated Judgment ("Judgment Term"), then to the

extent that the Defendants cannot fully comply with both terms, the Judgment Term shall determine the Defendants' obligations under this Stipulated Judgment. Any material modification of the Divestiture Agreement between the date the Commission approves the Divestiture Agreement and the Closing Date, without the prior approval of the Connecticut Attorney General, or any failure to meet any material condition precedent to closing (whether waived or not), shall constitute a violation of this Stipulated Judgment. Notwithstanding any paragraph, section, or other provision of the Divestiture Agreement, for a period of five (5) years after the Closing Date, any modification of the Divestiture Agreement, without the approval of the Commission and the Connecticut Attorney General, shall constitute a failure to comply with this Stipulated Judgment. The Defendants shall provide written notice to the Connecticut Attorney General not more than five (5) days after any modification (material or otherwise) of the Divestiture Agreement, or after any failure to meet any condition precedent (material or otherwise) to closing (whether waived or not).

E. Until the Defendant complies with Section IV of this Stipulated Judgment, the Defendants shall take such actions as are necessary to maintain the viability and marketability of the Connecticut Divestiture Assets and to prevent the destruction, removal, wasting, deterioration, or impairment of the Connecticut Divestiture Assets.

F. The purpose of the divestiture of the Connecticut Divestiture Assets and the additional requirements in Section IV is to ensure the continued use of the assets in the same business in which the assets were engaged at the time of the announcement of the proposed Acquisition by the Defendants and to remedy the lessening of competition in the sale and

delivery of Deicing Salt in Connecticut resulting from the Acquisition as alleged in the Complaint.

V. GUARANTEE

A. If Granite State or another Commission-approved Acquirer is unable to satisfy the terms of the Connecticut Book of Business, then ISCO shall perform under the terms as requested by the affected Connecticut Customer as specified by the Connecticut Customer in its formal consent to transfer its contract from ISCO to Granite State or another Commission-approved Acquirer.

B. The Defendants shall not interfere with, or in any other way impede, the ability of the Granite State or another Commission-approved Acquirer to extend or enter into agreements with Gateway, or other Third Parties, relating to the supply or sale of Deicing Salt in Connecticut.

C. If any Connecticut Customer, or person acting on behalf of any Connecticut Customer, that would otherwise acquire Deicing Salt from Defendant ISCO as part of the Connecticut Book of Business mistakenly contacts the Defendant with respect to placing an order (or places an order,) for Deicing Salt, the Defendants shall:

1. Immediately (no later than 24 hours after the contact) notify the Connecticut Customer's-designated representative with responsibilities for procurement relating to that Connecticut Customer that Granite State or another Commission-approved Acquirer is the appropriate vendor of Deicing Salt to contact for their order;

2. Provide all the necessary contact information for Granite State or another Commission-approved Acquirer to the Connecticut Customer including the telephone and facsimile numbers as well as the appropriate email and street addresses; and

3. Maintain an accurate and verifiable record of that contact.

VI. REPORTING

A. Within thirty (30) days after the FTC Provisional Order becomes final, and for every sixty (60) days thereafter until the Defendants have fully complied with Sections IV.A and IV.B, and every ninety (90) days thereafter until the Defendants have complied with all remaining obligations of this Stipulated Judgment and the Divestiture Agreement, the Defendants shall submit to the Connecticut Attorney General (Attn: Antitrust Department) a verified written report setting forth, in detail, the manner and form in which they intend to comply, are complying, and have complied with this Stipulated Judgment. The Defendants shall include in its reports, among other things that are required from time to time:

1. A full description of the efforts being made to comply with the relevant Sections of this Stipulated Judgment; and

2. A description of all substantive contacts or negotiations related to the divestitures and the identity of all parties contacted and copies of all written communications to and from such parties, all internal memoranda, and all reports and recommendations concerning completing its obligations pursuant to Section IV of this Stipulated Judgment.

B. One year after this Stipulated Judgment becomes final, annually for the next three (3) years on the anniversary date of this Stipulated Judgment, and at other times as the Connecticut Attorney General may require, the Defendants shall file a verified written report to the Connecticut Attorney General setting forth in detail the manner and form in which they have complied and are complying with the Stipulated Judgment.

VII. SUCCESSOR ENTITY

A. The Defendants shall notify the Connecticut Attorney General at least thirty (30) days prior to any proposed (1) dissolution of the Defendants, (2) acquisition, merger or consolidation of the Defendants, or (3) any other change in the Defendants that may affect compliance obligations arising out of this Stipulated Judgment, including, but not limited to, assignment, the creation or dissolution of subsidiaries, or any other change in the Defendants.

VIII. INSPECTION

A. For purposes of determining or securing compliance with this Stipulated Judgment, and subject to any legally recognized privilege, and upon written request and upon five (5) days notice to the Defendants, the Defendants shall, without restraint or interference, permit any duly authorized representative(s) of the Connecticut Attorney General:

1. Access, during business office hours of the Defendant and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of the Defendants related to compliance with the Stipulated Judgment, including the Granite State Divestiture Agreement and all exhibits, appendices and

annexes and the Salt Supply (Connecticut) dated October 6, 2009, which copying services shall be provided by the Defendants at their expense; and

2. To interview officers, directors, or employees of the Defendants, who may have counsel present, regarding such matters.

IX. COSTS AND ATTORNEYS FEES

A. The Defendants shall pay, no later than thirty (30) days after the date of this Stipulated Judgment, the sum of \$40,000 to the State as reimbursement for costs and attorneys fees.

X. RETENTION OF JURISDICTION

A. This Court retains jurisdiction for the purpose of enabling any parties hereto to apply for such further orders and directions as may be necessary or appropriate for the modification or enforcement of this Stipulated Judgment to the extent that any such modification is permitted, and for the punishment of any violation of the provisions contained herein. This Court shall have the authority specifically to enforce the provisions of this Stipulated Judgment between the State and the Defendants.

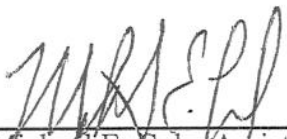
B. Notwithstanding Paragraph A of this Section, should the Defendants and the Commission agree to modify, interpret or change the FTC Order, such modification shall be incorporated by reference into this Stipulated Judgment so long as the Connecticut Attorney General is provided reasonable notice of the proposed modification, interpretation or change by the Defendants and consents thereto.

C. This Stipulated Judgment shall expire and become without effect three (3) years from the Date on which this Stipulated Judgment was entered.

IN WITNESS WHEREOF, the State of Connecticut, K+S Aktiengesellschaft and International Salt Company, LLC set their hands and seals on the dates set forth below.

THE OFFICE OF THE ATTORNEY GENERAL

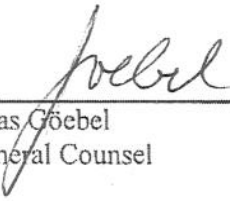
**RICHARD BLUMENTHAL
ATTORNEY GENERAL
STATE OF CONNECTICUT**

By: 

Michael E. Cole, Assistant Attorney General
Chief, Antitrust Department
Office of the Attorney General

10/13/09
Date

DEFENDANT
K+S AKTIENGESELLSCHAFT

By: 
Andreas Göebel
Its General Counsel

10/07/09
Date

DEFENDANT
K+S AKTIENGESELLSCHAFT

By: 
Jan Peter Nonnenkamp
Its Chief Financial Officer

10/07/09
Date

DEFENDANT
INTERNATIONAL SALT COMPANY, LLC

By: _____
Mark L. Roberts
Its President

Date

18
SCM M&C

DEFENDANT
K+S AKTIENGESELLSCHAFT

By: _____
Andreas Göebel
Its General Counsel


Date

DEFENDANT
K+S AKTIENGESELLSCHAFT

By: _____
Jan Peter Nonnenkamp
Its Chief Financial Officer

Date

DEFENDANT
INTERNATIONAL SALT COMPANY, LLC

By: 
Mark L. Roberts
Its President

10/17/09
Date

✓ 18
SCM MEC