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8 Sea Breeze Salt, Inc. and Innofood, S.A. de C.V.

9 UNITED STATES DISTRICT COURT

10 CENTRAL DISTRICT OF CALIFORNIA

11 WESTERN DIVISION

12 SEA BREEZE SALT, INC., a California
corporation; and INNOFOOD, S.A. DE
13 C.V., a Mexican corporation,

14 Plaintiffs,

15 v.

16 MITSUBISHI CORPORATION, a
Japanese corporation; MITSUBISHI
17 INTERNATIONAL CORPORATION, a
New York corporation;
18 EXPORTADORA DE SAL, S.A. DE
C.V., a Mexican corporation; and DOES
19 1-10,

20 Defendants.

CASE NO.:

COMPLAINT FOR:

(1) VIOLATION OF SHERMAN ACT
§ 1
(2) VIOLATION OF CLAYTON ACT
§ 3
(3) VIOLATION OF THE
CARTWRIGHT ACT;
(4) INTENTIONAL INTERFERENCE
WITH CONTRACT; and
(5) INTENTIONAL INTERFERENCE
WITH PROSPECTIVE ECONOMIC
ADVANTAGE

JURY TRIAL DEMANDED

1 Plaintiffs Sea Breeze Salt, Inc. (“Sea Breeze”) and Innofood, S.A. de C.V.
 2 (“Innofood”) (collectively, “Plaintiffs”) for their Complaint against defendants
 3 Mitsubishi Corporation, Mitsubishi International Corporation (“Mitsubishi
 4 International”) (collectively with Mitsubishi Corporation, “Mitsubishi”), Exportadora
 5 de Sal, S.A. De C.V. (“ESSA”), and Does 1-10 (the “DOE Defendants”) (collectively,
 6 “Defendants”), allege as follows:

7 INTRODUCTION

8 1. Defendants have used their commanding market power to disadvantage
 9 competitors and prevent competition. Worse, Mitsubishi has used its corporate and
 10 market power to drive Plaintiffs from the market and to disrupt contracts that
 11 threatened to erode Mitsubishi’s position as the exclusive importer and distributor to
 12 the United States of Mexican solar sea salt. Defendants’ actions violate both federal
 13 and California antitrust laws as well as constitute tortious interference. This illegal
 14 and improper conduct has cost Plaintiffs tens, if not hundreds, of millions of dollars in
 15 lost revenue.

16 2. ESSA, a joint venture between Mitsubishi and the Mexican government,
 17 is the world’s largest producer of solar sea salt, a high-purity salt formed by solar and
 18 wind evaporation. ESSA in particular is known for producing some of the purest
 19 solar sea salt in the world. Out of its Guerrero Negro salt flats, ESSA produces
 20 approximately 9 million tons of solar sea salt annually.

21 3. For decades, Mitsubishi has enjoyed a monopolistic stranglehold on
 22 ESSA’s solar sea salt production, distribution, and sales. Beyond its seats on ESSA’s
 23 board of directors, Mitsubishi has taken advantage of the neglect of some Mexican
 24 governmental officials while actively corrupting or subverting others. This
 25 combination of legitimate and illegitimate power enables Mitsubishi to direct ESSA’s
 26 activities with an essentially unrestrained hand. Using this power, Mitsubishi ensured
 27 excessively favorable terms for itself vis-à-vis ESSA, all while using ESSA’s market
 28 power to perpetuate its own grip on the international solar sea salt market.

1 4. Recently, when Jorge López Portillo Basave, a reformist, took office as
 2 the general director of ESSA (a position equivalent to CEO), Mitsubishi's monopoly
 3 was threatened. Mr. Portillo opened the first cracks in Mitsubishi's total control over
 4 ESSA, developing contracts with other companies (including Innofood) for the
 5 purchase of ESSA's solar sea salt.

6 5. The ESSA-Innofood contract was signed in February 2014, and
 7 committed ESSA to sell Innofood 250,000 tons of solar sea salt annually through
 8 2019. The solar sea salt pricing in this contract was explicitly linked to the price
 9 Mitsubishi and Mitsubishi International paid to ESSA, enshrining price discrimination
 10 favoring Mitsubishi and Mitsubishi International in the agreement.

11 6. Even the inherent price discrimination in the ESSA-Innofood contract
 12 was insufficient for Mitsubishi—it needed its competitors eliminated from the market
 13 entirely. Mitsubishi therefore set about to use the power and control it held over
 14 ESSA to stifle its competitors.

15 7. Mitsubishi and its co-conspirators at ESSA arranged for Mr. Portillo to
 16 be terminated from his position as general director. Next, Mitsubishi and ESSA
 17 deliberately breached *all* of the sales contracts that ESSA had entered into with
 18 Mitsubishi's competitors including Innofood, and ESSA reverted to selling solar sea
 19 salt exclusively to Mitsubishi and Mitsubishi International.

20 8. ESSA's refusal to honor the Innofood contract not only harmed
 21 competition but also caused Innofood to breach an agreement with Sea Breeze to
 22 distribute solar sea salt in the U.S. market. ESSA and Mitsubishi were informed of
 23 this agreement, and knew that their actions would disrupt the agreement. Thus, not
 24 only did ESSA and Mitsubishi eliminate Innofood as a competitor, but also
 25 intentionally eliminated Sea Breeze from the solar sea salt market as well.

26 9. ESSA, Mitsubishi, and Mitsubishi International's concerted efforts have
 27 led to restraint of competition, and have resulted in Mitsubishi's near-monopoly on
 28 solar sea salt sales from Mexico to the United States. Mitsubishi's control of ESSA

1 and Mexican salt exports leads to less variety in the U.S. salt market, as well as less
2 competition and higher prices for United States consumers.

3 PARTIES

4 10. Plaintiff Sea Breeze Salt, Inc. is a corporation organized under the laws
5 of the State of California and engaged in interstate commerce within the United States
6 and within California. Sea Breeze maintains a principal place of business at 9295
7 Siempre Viva Road #A, San Diego, California 92154. Sea Breeze distributes
8 Mexican solar sea salt domestically. Sea Breeze does substantial business in the State
9 of California, including in the Central District of California.

10 11. Plaintiff Innofood, S.A. de C.V. is a corporation organized under the
11 laws of Mexico, with a principal place of business in Guadalajara, Jalisco, Mexico.
12 Innofood is engaged in interstate commerce throughout the world, including within
13 the United States and within California. It is headquartered at Cañas 3250-5,
14 Guadalajara, Jalisco, Mexico. Innofood does business with distributors (including but
15 not limited to Sea Breeze) in California, including in the Central District of
16 California.

17 12. Defendant Mitsubishi Corporation is a corporation organized under the
18 laws of Japan, with a principal place of business in Tokyo, Japan. Its worldwide
19 headquarters is located at 3-1, Marunouchi 2-Chome, Chiyoda-ku, Tokyo, 100-8086,
20 Japan. Mitsubishi is the parent company to Mitsubishi Corporation (Americas),
21 through which it conducts some of its business operations in the United States.
22 Mitsubishi Corporation (Americas), in addition to being Mitsubishi Corporation's
23 agent, is also the parent of Mitsubishi de Mexico, S.A. de C.V. and Defendant
24 Mitsubishi International. Mitsubishi Corporation is engaged in interstate commerce
25 within the United States and California. Mitsubishi Corporation does substantial
26 business in California, including within the Central District of California.

27 13. Mitsubishi International Corporation is a corporation organized under the
28 laws of the state of New York, and is engaged in interstate commerce in the United

1 States and within California. It is headquartered at 655 Third Avenue New York,
 2 New York 10017. Mitsubishi International does substantial business in California,
 3 including in the Central District of California.

4 14. Defendant ESSA is a corporation organized under the laws of Mexico,
 5 with a legal domicile and principal place of business in Guerrero Negro, Baja
 6 California Sur, Mexico. ESSA is the world's largest producer of solar sea salt, and
 7 does business with Mitsubishi International, which is headquartered in New York, as
 8 well as with Mitsubishi offices in Texas and California. ESSA also a joint venture
 9 with Mitsubishi in Baja Bulk Carriers, a shipping company that transports Mexican
 10 solar salt through ports located in California, and which is based in San Diego,
 11 California. ESSA is engaged in interstate commerce within the United States and
 12 California. ESSA does substantial business in California, including within the
 13 Central District of California.

14 15. The true names and capacities of all DOE Defendants, whether
 15 individual, corporate, associate, or otherwise, are unknown to Plaintiffs at this time,
 16 and Plaintiffs therefore sue such defendants by such fictitious names. Plaintiffs are
 17 informed and believe, and on that basis allege, that each of the fictitiously named
 18 defendants is the agent, servant, employee, representative, partner, and joint-venturer
 19 of their co-defendants, and in doing the things herein alleged was acting within the
 20 course and scope of such agency, employment, representation, partnership, and joint
 21 venture with the knowledge, permission and consent of their co-defendants, and so
 22 ratified all of their acts and conduct. Plaintiffs are informed and believe, and thereon
 23 allege, that each and every fictitiously-named DOE Defendant is responsible in some
 24 manner for Plaintiffs' damages alleged herein. Plaintiffs will amend or seek leave to
 25 amend this Complaint as appropriate and provide the name of each fictitiously named
 26 DOE Defendant as the identity of each becomes known. Plaintiffs believe that
 27 information obtained in discovery will lead to the identification of the DOE
 28 Defendants' true names, and Plaintiffs will amend or seek leave to amend this

1 Complaint as appropriate to add the true names of each of the DOE Defendants.

2 16. At all relevant times, each Defendant was the agent of the other
3 Defendants and was at all times acting within the purpose and scope of such agency.
4 Moreover, in committing the acts and omissions asserted herein, Defendants, and
5 each of them, were acting in concert together, in the course and scope of their
6 respective relationship with each other, whether as employees, agents,
7 representatives, independent contractors, providers, service providers, as agents or
8 representatives of each other, respectively, or as joint venturers, co-conspirators or
9 otherwise.

10 JURISDICTION AND VENUE

11 17. This action is brought pursuant to Sections 3, 4, and 12 of the Clayton
12 Act, 15 U.S.C. §§ 14, 15, and 22, and for violation of Sections 1 of the Sherman Act,
13 15 U.S.C. § 1. Pursuant to Section 16 of the Clayton Act, 15 U.S.C. § 26 and Section
14 4 of the Clayton Act, 15 U.S.C. § 15, Plaintiffs seek treble money damages resulting
15 from such violations, as well as other relief. Plaintiffs also seek damages under the
16 Cartwright Act, Unfair Practices Act, Cal. Bus. & Prof. Code §16750, and state
17 common law.

18 18. This Court has jurisdiction over the subject matter of the federal claims
19 pursuant to 28 U.S.C. §§ 1331 and 1337 and 15 U.S.C. §§ 15 and 26 because this case
20 arises under the laws of the United States regulating commerce and protecting
21 commerce against restraints and monopolies. This Court has pendent jurisdiction
22 over the related state law claims pursuant to 28 U.S.C. §§ 1332 and 1367.

23 19. This Court has personal jurisdiction over Defendants by virtue of their
24 business activities in the Central District of California. A substantial portion of the
25 events giving rise to Plaintiffs' claims and damages occurred in this district.
26 Defendants regularly transacts business in this judicial district and are subject to
27 personal jurisdiction in this district.
28

20. Furthermore, on information and belief, ESSA maintains (or has maintained) a business office in California, sends and receives mail from a post office address in California, regularly coordinates travel between California and Mexico, and transacts substantial business in and with California, including but not limited to its participation in industry trade organizations based in California. As a consequence, ESSA has intentionally availed itself of the California market to such an extent as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

21. ESSA, despite being partly owned by the Mexican government, is not entitled to sovereign immunity. Among other reasons including but not limited to waiver, ESSA's activities and commercial contacts with the United States have already been determined by the Ninth Circuit to meet the "commercial activity" exception to sovereign immunity in *Schoenberg v. Exportadora de Sal, S.A. de C.V.*, 930 F.2d 777, 782 (9th Cir. 1991). Because the instant suit arises from ESSA's activities relating to a commercial contract and its conduct affecting commerce within the United States, it too meets the "commercial activity" exception to sovereign immunity.

22. Venue is proper in the Central District of California under Sections 4 and 12 of the Clayton Act, 15 U.S.C. §§ 15 and 22, and 28 U.S.C. § 1391.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

Background Regarding ESSA and Mitsubishi

23. ESSA was founded in 1957 by American businessman and magnate Daniel Ludwig, who established a salt works at Guerrero Negro, Baja California Sur, Mexico in order to supply the demand of salt in the western United States.

24. Ludwig selected the location due to the existence of the Ojo de Liebre coastal lagoon, which was noted for the high salinity of its water.

25. Over the years, ESSA grew into a major producer and exporter of salt products throughout the world. In 1973, Ludwig sold ESSA to the Mexican

1 government and Mitsubishi Corporation. Since November 22, 1976, the Mexican
 2 government (through Mexico's Fideicomiso de Fomento Minero) holds a 51% stake
 3 in ESSA, and Mitsubishi holds a 49% stake. These ownership levels remain in place
 4 today.

5 26. At present, Mitsubishi and its subsidiaries also hold 100% of the
 6 distribution rights for ESSA produced salt. Asian Pacific sales are made through
 7 Mitsubishi Corporation, and North and Latin American sales are made through
 8 Mitsubishi International.

9 27. On information and belief, despite being the minority shareholder,
 10 Mitsubishi has exercised substantial and effective control over ESSA for decades.
 11 Mitsubishi employees sit on ESSA's board, and Mitsubishi employees provide all of
 12 ESSA's market research, oversee the quality of the salt, and liaise with the ultimate
 13 buyers of its product in Japan. Additionally, Baja Bulk Carriers, the company that
 14 ships ESSA's salt outside of Mexico, is a 50-50 joint venture between Mitsubishi and
 15 the Mexican government, and through which Mitsubishi has control over shipping
 16 costs charged to ESSA.

17 28. Mario Cantú, ESSA's current chairman, was recently quoted in *The*
 18 *Economist* as admitting that Mitsubishi "plays with two hats" as both board member
 19 and client of ESSA. This conflict of interest has led to increasing public scrutiny and
 20 outcry in Mexico of Mitsubishi's influence over ESSA.

21 29. Innofood commercializes ESSA solar sea salt under the brand "Guerrero
 22 Negro," that is distributed in Walmart stores in Mexico. Sea Breeze commercializes
 23 ESSA solar sea salt under the brand name "Sea Breeze Salt" in the United States,
 24 including at Dollar Tree Stores. Both brands stress that the solar sea salt originates
 25 from Guerrero Negro—in other words, that it is Mexican solar sea salt produced by
 26 ESSA.

Agreement between ESSA and Innofood,
Including Price Discrimination Against Innofood

30. On February 28, 2014, ESSA and Innofood entered into an agreement for the sale and distribution of solar sea salt (the “ESSA-Innofood Agreement”). A copy of the original Spanish contract is attached as **Exhibit A**, and a copy of a certified translation is attached as **Exhibit B**. ESSA’s board of directors authorized the commercialization of excess salt output not purchased by Mitsubishi through contracts such as the ESSA-Innofood Agreement. Notably, the ESSA-Innofood Agreement contains no geographic limitation for the resale of the solar sea salt, including no bar on the export of that salt to the United States.

31. ESSA was obligated to sell, and Innofood obligated to buy, an annual amount of 250,000 tons of solar sea salt pursuant to Section 2 of the ESSA-Innofood Agreement.

32. Pursuant to Section 3, the price that Innofood paid for the solar sea salt was linked to the price that Mitsubishi paid. For example, any solar sea salt that Innofood acquired in excess of 75,000 tons in a year would be priced at the base price set for Mitsubishi, plus an extra 8%. Moreover, under certain circumstances, Innofood would be required to pay fees directly to Mitsubishi International. On information and belief, this direct payment to Mitsubishi International was included in the ESSA-Innofood Agreement at the direction of Mitsubishi-affiliated individuals within ESSA. On information and belief, ESSA and Mitsubishi imposed similar price discrimination terms onto all contracts with non-Mitsubishi purchasers.

33. Pursuant to Section 8, Innofood was supposed to provide ESSA with as much notice as possible regarding the salt delivery schedule so that it could be included in a notice to ESSA.

34. Pursuant to Section 22, ESSA was provided with the unilateral ability to modify such terms as price terms and place of delivery without advance notice to Innofood.

35. The term of the ESSA-Innofood Agreement was five years, pursuant to Section 14. Pursuant to Section 20, termination was contemplated in the event of expiration of the term, mutual written agreement, or external forces that would make it impossible for either side to fulfill the agreement.

ESSA's Breach; Interference with Innofood and Sea Breeze's Agreement

36. ESSA terminated Mr. Portillo in late 2014. With Mr. Portillo eliminated, in February 2015 ESSA breached the ESSA-Innofood Agreement by refusing to sell any further solar sea salt to Innofood.

37. In fact, ESSA never honored any of the multiple purchase orders issued pursuant to the ESSA-Innofood Agreement. These purchase orders included:

- a. a November 4, 2014 order for 60,000 metric tons of product that was confirmed by ESSA's Commercial Manager on November 7, 2014;
- b. a December 9, 2014 order for 8,500 metric tons of product that was confirmed by ESSA's Commercial Sub-Manager on December 11, 2014;
- c. a February 13, 2015 order for 8,500 metric tons of product; and
- d. a May 6, 2015 order for 77,000 metric tons of product.

38. Despite the ESSA-Innofood Agreement, ESSA never delivered any solar sea salt to Innofood in response to these purchase orders. As provided in the contract, Innofood has commenced an arbitration against ESSA for breach that is currently pending with the Mexican Arbitration Center.

39. At the time of ESSA's breach, Innofood had complied with all of its obligations under the ESSA-Innofood Agreement.

40. ESSA's failure to comply with the ESSA-Innofood Agreement and fill the purchase orders prevented Innofood from being able in turn to fulfill its obligations to Sea Breeze, and Innofood was forced to terminate its agreement with Sea Breeze. Because ESSA's production accounts for approximately 90 percent of Mexican salt production, Innofood has no commercially reasonable and interchangeable alternative sources from which it could supply Sea Breeze, and

1 Innofood no longer sells any salt to Sea Breeze.

2 41. Innofood has lost approximately \$100 million in profit as a result of
3 ESSA and Mitsubishi's concerted efforts to deny competitors access to solar sea salt
4 and its products.

5 42. Sea Breeze has similarly lost hundreds of millions of dollars in profit due
6 to lost sales and opportunities, supply disruption, and reliance costs. Sea Breeze had
7 deals in place with purchasers of solar sea salt, including consumer retailers. Sea
8 Breeze had reason to believe these deals would continue in the future, and that it
9 would continue to have economic relationships with those purchasers. It had a high
10 probability of future economic benefit from these relationships. Sea Breeze estimates
11 that it has lost in excess of \$500 million worth of profit as a consequence of
12 Defendants' conduct.

13 Relevant Market

14 43. The product at issue here is solar sea salt, and more specifically, solar sea
15 salt for human consumption as well as for industrial uses, and the relevant geographic
16 market is the United States.

17 44. Salt (primarily sodium chloride) may be obtained in different ways,
18 including the solar and wind evaporation of seawater (solar sea salt). These different
19 methods produce varying levels of salt purity and composition. There are no
20 reasonable substitutes for salt generally. Solar sea salt is particularly prized because
21 of its purity. Even among solar sea salt, solar sea salt from Mexico is prized because
22 of its exceptional purity, being composed of 99.5% sodium chloride. This purity
23 ensures that solar sea salt from Mexico as produced by ESSA is unique and not
24 directly interchangeable with solar sea salt or other salt products produced elsewhere.
25 In food applications, the purity of the solar sea salt from Mexico ensures more
26 consistent flavors, textures, and health measurements than less pure alternative forms
27 of salt. In commercial applications, the purity of the solar sea salt from Mexico is
28 such that consumers need not undertake substantial additional processing to purify the

1 salt further.

2 45. The relevant geographic market is the United States market, though the
3 world is the broader market. Though the United States is currently the second-largest
4 producer of salt in the world after China, the United States is also the world's largest
5 importer of salt, and its domestic production is declining.

6 46. As of 2013, the United States imported 11.9 million metric tons of salt
7 valued at approximately \$348 million. According to the U.S. Census Bureau, Mexico
8 was the third biggest exporter of salt for human consumption to the United States in
9 2012 and 2013. Mexico's proximity to the United States is an important factor,
10 because it makes imports faster and more available in the event of a shortage in the
11 United States.

12 47. According to the Mexican government's Annual Report of Mining,
13 ESSA produced 90% of all salt leaving Mexico, giving it significant market power,
14 particularly in connection with the especially pure solar sea salt produced at the
15 Guerrero Negro salt works. In fact, ESSA single-handedly produces almost 17% of
16 the world's total output of salt, giving it substantial market power even in the broadest
17 definition of the international salt market.

18 **Exclusive Dealing**

19 48. Mitsubishi Corporation and its wholly owned subsidiary, Mitsubishi
20 International, have entered into agreements with ESSA for the exclusive distribution
21 of all salt produced by ESSA.

22 49. Although Plaintiffs do not have access to all agreements between the
23 Defendants, Plaintiffs believe that ESSA has agreed not to provide any salt to other
24 distributors following the termination of ESSA's contracts with Innofood and its
25 competitors. In fact, in a recent news article, the chairman of ESSA's board of
26 directors, Mario Cantú, declared that it was ESSA's intention to repudiate all
27 contracts it had signed to provide salt to entities other than Mitsubishi.

28 50. Since Mitsubishi owns a 49% stake in ESSA and its employees make up

1 a large part of ESSA's board of directors, this exclusive arrangement is easy for
2 Mitsubishi to enforce.

3 **ESSA Underprices Salt Sold to Mitsubishi**

4 51. In 2015, Mexico's federal audit body, the Auditoria Superior de la
5 Federación, highlighted inequalities in the relationship between ESSA and
6 Mitsubishi. Among its findings were that during 2013, half of export contracts
7 between ESSA and Mitsubishi priced ESSA's salt between \$10 and \$15.03 a ton,
8 below the year's \$15.25-per-ton cost of production and, therefore, in violation of
9 Mexican law. Even the average price of \$17.50-per-ton that Mitsubishi paid in 2013
10 paled in comparison to the price of similar salt in America and China ranging from
11 \$50 to \$100 a ton.

12 52. This audit also identified other questionable charges and transactions
13 slanted in Mitsubishi's favor, including charge-backs, product shrink, and cost
14 sharing.

15 **Effect of ESSA, Mitsubishi, and Mitsubishi International's Actions**

16 53. ESSA breached its agreement with Innofood and interfered with the
17 relationship between Innofood and Sea Breeze.

18 54. The Defendants have stifled competition in the United States salt market
19 by making Mitsubishi International the sole distributor of ESSA solar sea salt.
20 ESSA's underpricing leaves it virtually impossible for other Mexican solar sea salt
21 manufacturers and distributors to compete. Innofood cannot buy salt at that same low
22 price from any other producer. This results in less choice for consumers, including
23 United States consumers, who are more vulnerable to Mitsubishi's high prices and
24 market control because there are fewer competitors.

25 55. The anticompetitive nature of the Defendants' relationship and conduct
26 is not limited to the United States market. Indeed, the Defendants are presently the
27 subject of an ongoing antitrust investigation by the Mexican Federal Trade
28 Commission for concerted refusal to deal with competitors.

FIRST CLAIM FOR RELIEF

Violation of Sherman Act § 1 – Illegal Restraint of Trade

(By Innofood against all Defendants)

56. Plaintiffs repeat and re-allege paragraphs 1 through 55 of this Complaint as if restated here in full.

57. Section 1 of the Sherman Act prohibits “[e]very contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations.” 15 U.S.C. § 1.

58. Defendants have entered into unlawful exclusive contracts, combinations, or conspiracies to prevent their competitors from entering the Mexican solar sea salt market in the U.S., that constitute unreasonable restraints of trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

59. Defendants’ unlawful contracts, combinations, or conspiracies have unreasonably restrained competition in the market for provision of Mexican solar sea salt in the U.S. The contracts, combinations or conspiracies are not reasonably necessary to accomplish any pro-competitive objective.

60. Though Mitsubishi is part-owner of ESSA and exercises substantial control over ESSA, Mitsubishi Corporation and Mitsubishi International are distinct entities from ESSA. Together, however, these Defendants engaged in unlawful contracts, combinations, or conspiracies to restrain trade. Plaintiffs believe that these unlawful discussions occurred in part at ESSA’s board meetings. Plaintiffs are prevented at this point from describing more facts regarding the time, place, and people involved in the contracts, combinations, or conspiracies with more detail due to the closeness of the Defendants.

61. Even prior to ESSA agreeing to be an exclusive supplier to Mitsubishi International, Defendants engaged in vertical restraints on trade by means of price discrimination against non-Mitsubishi distributors such as Innofood.

62. Defendants intended to restrain trade from Mexico to the United States

1 and succeeded in doing so by pushing out competitors to Mitsubishi International
2 from the United States solar sea salt market.

3 63. As a result of Defendants' unlawful conduct, distributors have been and
4 will continue to be injured because they cannot compete with ESSA, and in turn
5 Mitsubishi International's, 90% market share. As a result, these distributors will lose
6 potential income from United States distributors and consumers.

7 64. As a result of Defendants' unlawful conduct, consumers have been and
8 will continue to be injured because they have fewer choices in the solar sea salt
9 market as a whole.

10 65. Innofood has been and will continue to be injured as a result of
11 Defendants' unlawful contracts, combinations and conspiracies because it is
12 foreclosed from purchasing and distributing solar sea salt, including to the United
13 States market.

14 **SECOND CLAIM FOR RELIEF**

15 Violation of Clayton Act § 3 – Unlawful Exclusive Agreement

16 (By Innofood against Mitsubishi and Mitsubishi International)

17 66. Plaintiffs repeat and re-allege paragraphs 1 through 65 of this Complaint
18 as if restated here in full.

19 67. The market for salt in the United States is a line of commerce.

20 68. Mexican solar sea salt is a commodity within that line of commerce.

21 69. Mitsubishi has forced ESSA to cease sales to non-Mitsubishi entities,
22 and to sell only to Mitsubishi International. The effect of this is to substantially
23 lessen competition or tend to create a monopoly in the market for provision of
24 Mexican solar sea salt in the United States.

25 70. As a result of Defendants' unlawful conduct, distributors have been and
26 will continue to be injured because they cannot compete with ESSA, and in turn
27 Mitsubishi International's, 90% market share. As a result, these distributors will lose
28 potential income from United States distributors and consumers.

71. As a result of Defendants' unlawful conduct, consumers have been and will continue to be injured because they have fewer choices in the solar sea salt market as a whole.

72. Innofood has been and will continue to be injured as a result of Defendants' unlawful contracts, combinations and conspiracies because it is foreclosed from purchasing and distributing solar sea salt, including to the United States market.

THIRD CLAIM FOR RELIEF

Violation of the Cartwright Act

Cal. Bus. & Prof. Code § 16720 *et seq.*

(By all Plaintiffs against all Defendants)

73. Plaintiffs repeat and re-allege paragraphs 1 through 72 of this Complaint as if restated here in full.

74. The market for salt is a line of commerce in the State of California.

75. Mexican solar sea salt is a commodity within that line of commerce.

76. Defendants, as specified above, have entered into an unreasonable exclusive agreement to restrain competition in the market for provision of Mexican solar sea salt in the United States, including California. The effects of ESSA underselling salt to Mitsubishi International and the Defendants agreeing that ESSA should not sell salt through any other distributors has the effect of substantially lessening competition and tending to create a monopoly in the market for Mexican solar sea salt in the United States, including California.

77. Defendants' unlawful contracts, combinations, or conspiracies have unreasonably restrained competition in the market for provision of Mexican solar sea salt in the United States. The contracts, combinations or conspiracies are not reasonably necessary to accomplish any pro-competitive objective.

78. Though Mitsubishi is part-owner of ESSA and exercises substantial control over ESSA, Mitsubishi and Mitsubishi International are distinct entities from

1 ESSA. Together, however, these Defendants engaged in unlawful contracts,
 2 combinations, or conspiracies to restrain trade. Plaintiffs believe that these unlawful
 3 discussions occurred in part at ESSA's board meetings. Plaintiffs are prevented at
 4 this point from describing more facts regarding the time, place, and people involved
 5 in the contracts, combinations, or conspiracies with more detail due to the closeness
 6 of the Defendants.

7 79. Even prior to ESSA agreeing to be an exclusive supplier to Mitsubishi
 8 International, Defendants engaged in vertical restraints on trade by means of price
 9 discrimination against non-Mitsubishi distributors such as Innofood.

10 80. Defendants intended to restrain trade from Mexico to the United States
 11 and succeeded in doing so by pushing out competitors to Mitsubishi International
 12 from the United States solar sea salt market.

13 81. As a result of Defendants' unlawful conduct, distributors have been and
 14 will continue to be injured because they cannot compete with ESSA, and in turn
 15 Mitsubishi International's, 90% market share. As a result, these distributors will lose
 16 potential income from United States distributors and consumers.

17 82. As a result of Defendants' unlawful conduct, consumers have been and
 18 will continue to be injured because they have fewer choices in the solar sea salt
 19 market as a whole.

20 83. Innofood has been and will continue to be injured as a result of
 21 Defendants' unlawful contracts, combinations and conspiracies because it is
 22 foreclosed from purchasing and distributing solar sea salt, including to California.

23 84. Sea Breeze, as an indirect purchaser of solar sea salt from ESSA, has
 24 been and will continued to be injured as a result of Defendants' actions as well. Sea
 25 Breeze is foreclosed from buying Mexican solar sea salt from any entity besides
 26 Mitsubishi International.

FOURTH CLAIM FOR RELIEF

Intentional Interference with Contractual Relations

(By all Plaintiffs against all Defendants)

85. Plaintiffs repeat and re-allege paragraphs 1 through 84 of this Complaint as if restated here in full.

86. As set forth above, Innofood and Sea Breeze had a valid contract for distribution of salt in the United States, including distribution within California.

87. Defendants were aware that Innofood planned to re-sell the salt it purchased from ESSA to a distributor in the United States and California and had specific knowledge of Innofood's agreement with Sea Breeze. For example, in 2014, Innofood held a meeting in ESSA's Mexico City offices with Mr. Portillo as well as two Mitsubishi representatives. During that meeting, Innofood discussed and disclosed its plans to resell food grade salt for export to the United States. Subsequently, there was an additional meeting at ESSA's salt works in Guerrero Negro with ESSA staff and Mitsubishi representatives again discussing Innofood's plans for construction of a food grade sea salt plant in the United States.

88. Defendants conspired to have ESSA stop selling product to non-Mitsubishi distributors, and actually did stop selling salt to Innofood.

89. As a result of ESSA unilaterally breaching its contract with Innofood, Innofood no longer had salt to sell to Sea Breeze.

90. This lack of supply caused Innofood to breach its agreement with Sea Breeze.

91. Both Innofood and Sea Breeze were damaged by this breach.

92. Plaintiffs have been and will continue to be injured as a result of Defendants' conduct as alleged herein.

93. Furthermore, the conduct of Defendants as alleged herein was despicable and in conscious disregard of Plaintiffs' rights, thereby subjecting Plaintiffs to unjust

1 hardship so as to justify an award of exemplary and punitive damages according to
2 proof.

3 **FIFTH CLAIM FOR RELIEF**

4 **Intentional Interference with Prospective Economic Advantage**

5 **(By all Plaintiffs against all Defendants)**

6 94. Plaintiffs repeat and re-allege paragraphs 1 through 93 of this Complaint
7 as if restated here in full.

8 95. Plaintiff Innofood has relationships with distributors of salt in the United
9 States, including in California. As a result of those relationships, there is a high
10 probability of future economic benefit to Innofood from sales of salt to those
11 distributors.

12 96. Plaintiff Sea Breeze has relationships with retailers of salt in the United
13 States (such as Dollar Tree) including in California. As a result of those relationships,
14 there is a high probability of future economic benefit to Sea Breeze from sales of salt
15 to those retailers.

16 97. Defendants have actual or constructive knowledge of these relationships.

17 98. Defendants' exclusive agreements and below-market sales are
18 intentionally and maliciously designed to disrupt Plaintiffs' relationships with their
19 customers, and thereby to injure Plaintiffs, or are carried on with a willful and
20 conscious disregard of the rights of Plaintiffs. Defendants' unlawful actions in
21 restraint of trade have succeeded in actually disrupting Plaintiffs' relationships with
22 its customers. For example, Innofood had entered into a Letter of Intent with a
23 United States company named Aqua Salt, LLC that was disrupted by Defendants'
24 actions. Similarly, Sea Breeze was unable to comply with subsequent purchase orders
25 from Mextrade, Inc., again due to Defendants' conduct.

26 99. Plaintiffs have been and will continue to be injured as a result of
27 Defendants' conduct as alleged herein.
28

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1 100. Furthermore, the conduct of Defendants as alleged herein was despicable
2 and in conscious disregard of Plaintiffs' rights, thereby subjecting Plaintiffs to unjust
3 hardship so as to justify an award of exemplary and punitive damages according to
4 proof.

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RELIEF SOUGHT

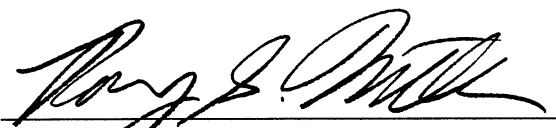
WHEREFORE, Plaintiffs respectfully request that this Court:

- i) Adjudge and declare that Defendants' conduct is in violation of the antitrust laws and other laws alleged in this complaint;
- ii) Permanently enjoin Defendants from engaging in anti-competitive and exclusionary conduct as provided for in 15 U.S.C. § 26 and state laws;
- iii) Award Plaintiffs actual damages proximately caused by Defendants' conduct in an amount to be proved at trial but presently believed to be in excess of \$100 million to Innofood and \$500 million to Sea Breeze;
- iv) On the first, second and third causes of action, award Plaintiffs treble damages for all harm proximately caused by Defendants' conduct that violates the antitrust laws of the United States and the State of California;
- v) On the fourth and fifth causes of action, award Plaintiffs punitive and exemplary damages in an amount to be proven at trial; and
- vi) Award Plaintiffs costs of the suit and reasonable attorneys' fees as provided for in 15 U.S.C. § 15 and state laws, and such other and further relief to which Plaintiffs may be justly entitled.

DATED: April 6, 2016

Respectfully submitted,

GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP

By: 

G. JILL BASINGER
RORY S. MILLER
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Attorneys for Plaintiffs
Sea Breeze Salt, Inc. and
Innofood, S.A. de C.V.

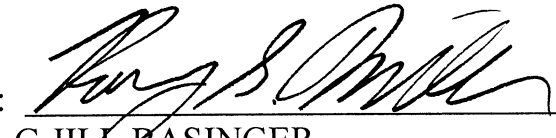
DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38 and Central District of California Local Rule 38-1, Plaintiffs request a trial by jury on all triable issues alleged in this complaint.

DATED: April 6, 2016

GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP

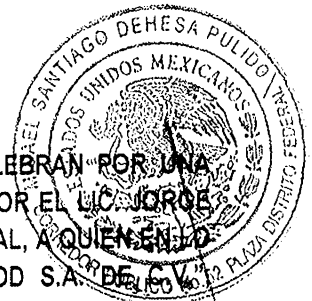
By:



G.JILL BASINGER
RORY S. MILLER
LOUISE D. NUTT
Attorneys for Plaintiffs
Sea Breeze Salt, Inc. and
Innofood, S.A. de C.V.

Glaser Weil

EXHIBIT A



CONTRATO DE COMPRAVENTA DE SAL PARA CONSUMO HUMANO, QUE CELEBRAN POR UNA PARTE EXPORTADORA DE SAL S.A. DE C.V. REPRESENTADA EN ESTE ACTO POR EL LIC. JORGE HUMBERTO LÓPEZ-PORTILLO BASAVE EN SU CARÁCTER DE DIRECTOR GENERAL, A QUIEN EN LO SUCESIVO SE LE DENOMINARA "ESSA", Y POR LA OTRA PARTE INNOFOOD S.A. DE C.V. REPRESENTADA POR EL SEÑOR EDGAR ALEJANDRO ARIAS LOPEZ, EN SU CARACTER DE APODERADO, A QUIEN EN LO SUCESIVO SE LE DENOMINARA "EL CLIENTE", DE CONFORMIDAD CON LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:

DECLARACIONES.

1. Declara **ESSA** por conducto de su representante que:

- a) Es una sociedad mercantil legalmente constituida bajo las leyes mexicanas, según consta en escritura pública número 47,621 libro 734 de fecha 12 de mayo de 2010, otorgada ante la fe del Lic. Erik Namur Campesino, Notario Público número 102, con ejercicio y residencia en la ciudad de México D.F. e inscrita en el Registro Público del Comercio de Santa Rosalía, Baja California Sur, bajo la inscripción 174 volumen 21 en la sección IV de dicho oficio.
- b) Su objeto social es la extracción de sal marina de la costa de Baja California, Republica Mexicana, y la venta y exportación de la misma, así como todos los actos que se relacionen directamente con su objeto social.
- c) Su representante legal Lic. Jorge Humberto López-Portillo Basave, cuenta con todas las facultades más amplias para celebrar el presente contrato, tal y como se acredita en el Testimonio Notarial número 60,909 libro 1165 de fecha 14 de octubre de año 2013, otorgado ante la fe del Lic. Erick Namur Campesino, Notario Público número 94, con ejercicio y residencia en la ciudad de México D.F.
- d) Tiene la voluntad de comercializar los productos de sal para consumo humano que produce, envasa y comercializa en sus instalaciones localizadas en Guerrero Negro, Baja California Sur, a "El Cliente" para su respectiva venta.
- e) Su Registro Federal de Contribuyentes es ESA-810617-LA9.
- f) Tiene su domicilio legal o principal asiento de operaciones en Avenida Baja California S/N colonia centro, Guerrero Negro, Baja California Sur, CP. 23940, mismo que desde este momento señala para oír y recibir todo tipo de notificaciones y documentos.

2. Declara el **CLIENTE** por conducto de su representante legal que:

- a) Es una persona moral, constituida bajo las leyes mexicanas, según lo acredita mediante escritura pública 9135, de fecha 22 de marzo de 2008 pasada ante la fe del Lic. Juan Diego Ramos Uriarte, Notario Público No. 115, de la ciudad de Guadalajara, Jalisco, e inscrita en el Registro Público del Comercio del Estado mediante el folio mercantil electrónico número 45687*1.



- b) Su representante el señor Edgar Alejandro Arias López, cuenta con todas las facultades para celebrar el presente contrato, tal y como se desprende de la escritura pública 16,973 de fecha 14 de octubre de 2011, otorgado ante la Fe del Licenciado Juan Diego Ramos Uriarte, Notario Público número 114 de Guadalajara, Jalisco.
- c) Tiene por objeto social, entre otros, la compra, venta, renta, importación, exportación, comisión, distribución, representación, mediación, consignación, almacenamiento, elaboración, maquila, desarrollo, fabricación, producción, promoción, industrialización, comercialización en general dentro y fuera del territorio nacional, de toda clase de bienes y productos alimenticios.
- d) Cuenta con los medios económicos propios y elementos técnicos y humanos, así como la organización administrativa necesaria para llevar a cabo actos de comercio y en especial la recepción, custodia, almacenaje, manejo y venta del producto propiedad de "ESSA", así como para el cumplimiento de todas y cada una de sus obligaciones derivadas del presente contrato.
- e) Conoce ampliamente los productos que manufactura "ESSA", así como sus especificaciones, cualidades, calidades, uso y comerciabilidad.
- f) Tiene la voluntad de adquirir los artículos producidos por "ESSA".
- g) Que su domicilio fiscal es calle Cañas 3250-5, Guadalajara, Jalisco, código postal 44470.
- h) Que su Registro Federal de Contribuyentes, es INN080926PN7; tal y como se acredita mediante la cédula de identificación fiscal que se adjunta al presente instrumento.
- i) Que se encuentra al corriente de sus obligaciones fiscales.

3. Declaran **LAS PARTES** en forma conjunta que:

- a) Se reconocen mutuamente la personalidad con la que comparecen en este instrumento, y la capacidad jurídica que tienen respecto de los derechos que ejercen al acordar el presente contrato o lo sean en el futuro en relación con el objeto de este contrato;
- b) Manifiestan que los contenidos del presente contrato obedecen a su libre voluntad para suscribirlo, reconociendo plenamente los alcances de sus declaraciones y de sus cláusulas, expresadas unas y acordadas otras, de buena fe, sin lesión, dolo, error ni violencia;
- c) Reconocen el carácter diferente de sus respectivos patrimonios y de sus responsabilidades legales, independientemente de la materia civil, administrativa, laboral, fiscal, civil, penal o de cualquier otra naturaleza de cada uno de dichos derechos y obligaciones, respecto de los cuales responden cada uno de manera independiente del otro y ante terceros;

- d) Reconocen que los Anexos que se acompañan al presente contrato forman parte del mismo constituyen un solo documento completo, que en su ejecución, cumplimiento e interpretación deben ser considerados en forma integral, y
- e) Otorgan plena validez y fuerza legal a sus declaraciones y al contenido contractual de este instrumento y al efecto acuerdan las siguientes:



Declarado lo anterior, las partes comparecientes en el presente Instrumento, se obligan de conformidad con las siguientes

CLAUSULAS.

PRIMERA.- OBJETO.- Por virtud del presente contrato ESSA se obliga a vender al CLIENTE y el CLIENTE se obliga a comprar de ESSA la sal para consumo humano, en lo sucesivo el Producto, que ESSA produce, empaca y comercializa, de conformidad con los términos y condiciones que se señalan en el presente contrato. Los productos que ESSA venderá y el CLIENTE comprará al amparo del presente contrato serán los que se encuentran identificados en el **Anexo 1** el cual, debidamente firmado por las partes, forma parte integral de este contrato.

SEGUNDA.- VOLUMEN O CANTIDAD.- ESSA se obliga a vender y EL CLIENTE se obliga a comprar una cantidad anual de 250,000 (doscientas cincuenta mil toneladas) del Producto, EL CLIENTE podrá ir creciendo gradualmente hasta llegar a esta cantidad, misma que se podrá incrementar y considerar la venta de sal de grano directo a granel para consumo humano, para que sea procesada y empacada por cuenta propia, cuando así lo solicite de manera expresa y por escrito EL CLIENTE, considerando lo señalado en el segundo párrafo de la cláusula TERCERA del presente contrato.

De acuerdo a la política de ESSA sobre los precios de venta sujetos al volumen de compra, ambas partes están de acuerdo y aceptan que inicialmente el precio de venta que se establezca en la negociación sea el que se define para el 75,000 toneladas, sin embargo pasando doce meses de la firma del presente contrato, ESSA obtendrá un promedio mensual de las compras realizadas por el Cliente, a fin de proyectar el volumen anual de compra real esperado, con lo que se determinará y ajustará dicho precio de venta, debiéndose adjudicar cualquier diferencia a las facturas que se emitan con los surtimientos posteriores.

TERCERA.- PRECIO Y ACTUALIZACION DEL PRECIO.- Las Partes aceptan que los precios que el CLIENTE pagará a ESSA por el Producto que ESSA le venda serán los señalados en el Anexo 1 y del presente contrato en función del volumen de producto adquirido, los cuales corresponden a los precios fijados por el Consejo de Administración de ESSA en su Acuerdo 61 de fecha 11 de diciembre del 2013. Dichos precios se actualizarán de forma anual en función del incremento que se registre en el Índice Nacional de Precios al Consumidor (INPC) o cualquier otro que lo sustituya durante la vigencia del presente contrato.

Cuando el volumen de sal que EL CLIENTE adquiera de ESSA en términos del presente contrato rebase la cantidad de 75,000 (setenta y cinco mil toneladas) anuales, el precio que pagará el cliente, será el que se señala el consejo de administración como base para el cliente principal (Mitsubishi), más un 8 por ciento. También deberá pagar el cliente en caso de llevar el producto a granel por falta de capacidad de empaque por parte de ESSA, la comisión del 3% a partir del precio base que fije el consejo de administración para el año correspondiente), a pagar al distribuidor (Mitsubishi) en caso de ser llevada a granel, dicho 3% se calculará tomando como base el precio que **ESSA** otorga al cliente principal que es el propio distribuidor **MITSUBISHI INTERNATIONAL CORPORATION**.



Cabe aclarar que; en el caso de que **MITSUBISHI INTERNATIONAL CORPORATION** no desee la comisión o se niegue a tener la representación comercial en esta operación, dicha comisión y representación pasarán a favor de **"ESSA"**.

El precio se actualizará de forma anual en función del incremento que se registre en el Índice Nacional de Precios al Consumidor (INPC) o cualquier otro que lo sustituya durante la vigencia del presente contrato y cuando rebase las 75 mil toneladas anuales, será ajustado de acuerdo a las variación inflacionaria anual reportada por la Reserva Federal de los Estados Unidos de América.

CUARTA.- FORMA DE PAGO.- El CLIENTE pagará a ESSA el precio del Producto que le hubiese sido entregada, dentro de los sesenta días naturales posteriores a fecha de la facturación de los productos en el lugar determinado conforme al presente contrato. Para dichos efectos, dentro de los DIEZ días hábiles posteriores a la recepción del producto, ESSA emitirá la factura correspondiente y la enviara mediante correo electrónico al CLIENTE.

El CLIENTE realizará el pago en favor de ESSA en moneda nacional, sin descuento o deducción alguna, conforme a los términos y cantidades previstas en la factura, mediante transferencia electrónica a la cuenta bancaria que ESSA le definirá previamente y por escrito al realizar su alta al sistema, mediante lo cual le entregara también un número de cliente, que se utilizará como referencia en el pago o depósito que realice.

Las Partes aceptan que en caso de que el pago no pueda realizarse en razón de que la fecha límite para hacerlo sea un día inhábil bancario, el CLIENTE podrá realizar el pago el primer día hábil bancario posterior.

QUINTA.- GARANTIA.- El CLIENTE acepta que para garantizar el cumplimiento de las obligaciones de pago a su cargo que deriven de los embarques de producto que reciba durante el primer año de vigencia de este contrato, entregará a ESSA una fianza o una garantía por la cantidad de \$5'362,571.00 (CINCO MILLONES TRESCIENTOS SESENTA Y DOS MIL QUINIENTOS SETENTA Y UN PESOS) cantidad que representa sesenta días de venta, considerando el precio del producto sobre el volumen máximo de venta previsto en el Anexo 1, de este Contrato.

A partir del segundo año de vigencia de este contrato, se garantizará la cantidad que represente sesenta días de venta considerando el volumen efectivo de Producto adquirido por el CLIENTE durante el año previo.

Asimismo, por cada embarque del Producto el CLIENTE entregará a ESSA un pagaré por la cantidad que corresponda al precio que se obligue el CLIENTE a pagar por el embarque correspondiente. Una vez que el pago se realizado, ESSA devolverá al CLIENTE el pagaré indicado.

SEPTIMA.- ORDEN DE COMPRA.- Las Partes aceptan que para el cumplimiento del presente contrato, en función de sus necesidades de suministro pero sujeto al cumplimiento de los volúmenes de producto comprometidos en la cláusula segunda de este contrato, el CLIENTE solicitará a ESSA la entrega del producto mediante la remisión vía electrónica de una Orden de Compra.

Las Partes aceptan expresamente que las Órdenes de Compra deberán ser enviadas a ESSA en un horario de lunes a viernes de 9:00 a 18:00 horas tiempo del pacifico de la República Mexicana (GMT-8). La Orden de Compra deberá ser enviada por el cliente a la atención de Luis Castro, a la dirección de correo electrónico l_castro@essa.com.mx.



Una vez que reciba la Orden de Compra, ESSA deberá emitir de manera inmediata la confirmación de recepción de la Orden de Compra. En dicha confirmación ESSA deberá señalar si de acuerdo con sus disponibilidades de producción se encuentra en aptitud de entregar al CLIENTE las cantidades de Producto a requeridas, así como la fecha comprometida para efectuar la entrega correspondiente en los términos del presente contrato. La confirmación de recepción de la orden de compra deberá realizarse dentro de los días y horarios señalados en el párrafo anterior.

En caso de que la Orden de Compra sea recibida por ESSA fuera de los días y horarios establecidos anteriormente, ESSA no tendrá obligación de confirmar la recepción ni de dar trámite a dicha Orden sino hasta el día hábil siguiente a partir de las 9:00 horas tiempo del pacífico de la República Mexicana (GMT-8).

OCTAVA.- FECHA COMPROMETIDA PARA LA ENTREGA DE LOS PRODUCTOS.- A efectos de planificar las cifras de producción anuales "EL CLIENTE" deberá contactar a ESSA, a través de su Dirección de Operaciones y la Gerencia de Promoción Comercial, a fin de que se programe la entrega de su producto, con base a ello y para prever la Logística necesaria para cada surtimiento, "EL COMPRADOR" notificará a "ESSA", con el mayor tiempo de anticipación posible, el calendario de entregas de producto, se incluirá en dicha notificación a Mitsubishi Corporation

Las PARTES aceptan expresamente que ESSA, entregara el producto objeto del presente contrato, en la fecha comprometida en la confirmación de recepción de la Orden de Compra emitida en los términos de la cláusula Séptima del presente contrato.

ESSA acepta que la fecha comprometida para la entrega del producto no podrá exceder de treinta días hábiles contados a partir de la emisión, de la confirmación de recepción de la orden de compra, salvo que por cuestiones de disponibilidad del producto, ESSA requiera señalar una fecha comprometida distinta, en cuyo caso, una vez que cuente con disponibilidad del producto, ESSA deberá informar al CLIENTE la nueva fecha comprometida de entrega.

NOVENA.- EMPAQUETADO.- ESSA entrega el producto (sal para consumo humano) a granel o en súper-sacos de 1TM como lo señala el anexo 1, si El CLIENTE indicará a ESSA, en la orden de compra que corresponda, un tipo y presentación diferente, El CLIENTE proporcionará, a su costo, el material de empaque y embalaje necesarios para que el Producto se empacado y entregado por ESSA, ESSA si cuenta con la capacidad para realizar el proceso y el empaquetado conforme a la solicitud del CLIENTE, deberá comunicarlo vía electrónica al CLIENTE, notificándole de los costos adicionales que implique, el cual será pagado por el CLIENTE, en la facturación que corresponda a la orden de compra. ESSA no estará obligada a entregar los tipos y presentaciones del producto requerido si no recibe la conformidad y aceptación expresa del CLIENTE respecto del precio AJUSTADO.

DECIMA.- LUGAR Y FORMA DE ENTREGA.- ESSA Y EL CLIENTE pactan como lugar de entrega de los productos requeridos inicialmente en el Puerto de Mazatlán, Sin., para que posteriormente se realice el surtimiento en el Puerto Chaparrito de Guerrero Negro, B.C.S.



A) Referente a los almacenes de la Administración Portuaria Integral, ubicados en el Puerto de Mazatlán, Sin.

Ambas partes pactan que la entrega en este Puerto se realizará temporalmente y que la cantidad que llegare a entregarse en el mismo, será la que sea posible, mientras se define la entrega en el Puerto Chaparrito de Guerrero Negro y considerando el volumen pactado en la cláusula SEGUNDA del presente contrato.

Los almacenes de Mazatlán son administrados actualmente por la Empresa Terminal Marítima Mazatlán, S.A. de C.V., con quien ESSA tiene contrato de servicios suscrito.

Es importante resaltar que, por parte de ESSA, para las labores de supervisión de la recepción, maniobras, movimientos, resguardo y despacho de la sal en estos almacenes, tiene contratado a un Prestador de Servicio, con quien, el Distribuidor, al momento de la entrega, suscribirá un documento en el que conste la recepción correspondiente, copia del cual se adjuntará a la factura que ESSA le remita.

El CLIENTE y ESSA aceptan que, en la fecha y en el lugar de entrega comprometida, la sal objeto de la compraventa, estará a disposición del CLIENTE. Para dichos efectos, a más tardar a las 18:00 horas del día hábil previo, ESSA informará al CLIENTE, vía correo electrónico, que su producto está a su disposición, ESSA le enviará su factura por correo electrónico al CLIENTE, inmediatamente después de 5 días naturales, posteriores a este aviso para el caso del Almacén de Mazatlán, en dichos 5 días el CLIENTE podrá revisar, contar, resguardar y recibir dichos productos, si en esta operación el Distribuidor requiere de alguna maniobra adicional con el producto, esta correrá por su cuenta, ya que ESSA cubrirá únicamente las maniobras para el despacho, mismas que se consideran suficientes para que el CLIENTE verifique lo concerniente a sus productos., Las PARTES aceptan que si no lo hiciera, se dará por recibido a satisfacción y se tomara transferido el riesgo de los productos al CLIENTE.

ESSA pone a disposición del CLIENTE los servicios del Prestador de Servicio y/o Encargado de Almacén de Mazatlán, que tiene contratado, a fin de que tenga la posibilidad el CLIENTE de encargar, en este lugar, estos trabajos de revisión, conteo, resguardo y recepción, debiendo el CLIENTE de entregarle por escrito al Prestador de Servicio y/o Encargado de Almacén su aceptación y consentimiento. En caso de que el CLIENTE encomiende a terceros externos la ejecución de estos trabajos, deberá dar aviso por escrito a ESSA o al Prestador de Servicio y/o Encargado de Almacén que tiene contratado ESSA, según sea el caso del Puerto de despacho, acerca del nombre o razón social del tercero facultado para actuar a su nombre.

B) En el Puerto Chaparrito de Guerrero Negro, B.C.S.

Ambas partes pactan que la cantidad mínima del producto en sus diferentes presentaciones, que ESSA suministrará al CLIENTE en este Puerto será la que se definan previamente por Barcaza, los topes máximos de carga se establecerán de acuerdo a las disponibilidades de los productos y a las cargas de trabajo en la operación del Puerto.

En este lugar la entrega se realizara por Barcaza y el CLIENTE será el responsable, bajo su cuenta y riesgo, de llevar al puerto la Barcaza que haya contratado, los gastos de este servicio correrán por cuenta exclusiva del CLIENTE, quedando como responsable del servicio y la actuación que pueda



tener el transportista que haya contratado, así como de los riesgos que corra el producto a partir de que lo recibe en Puerto, por lo que los Seguros y prevención para siniestros correrán por cuenta también del CLIENTE.

El CLIENTE deberá dar aviso a ESSA de los requerimientos que tenga en este Puerto, por lo menos con 60 días de anticipación a la fecha que requiere su producto, mediante la ORDEN DE COMPRA que señala este contrato, para que ESSA esté en posibilidades de programar su pedido, el cual estará sujeto a confirmación.

El CLIENTE y ESSA aceptan que, ESSA informara al CLIENTE vía correo electrónico, la fecha en que se entregarán los productos comprometidos, con suficiente tiempo que le permita al CLIENTE enviar su embarcación al Puerto, ESSA le enviara su factura por correo electrónico al CLIENTE, inmediatamente después de 10 días, que correrán a partir de que la Barcaza del CLIENTE se despache del Puerto, en el tiempo que es despachada la barcaza el CLIENTE podrá revisar, contar, resguardar y recibir dichos productos, si en esta operación el CLIENTE requiere de alguna maniobra adicional con el producto, esta correrá por su cuenta, ya que ESSA cubrirá únicamente las maniobras para el despacho, mismas que se consideran suficientes para que el CLIENTE verifique lo concerniente.

En caso de que el CLIENTE encomiende a terceros externos la ejecución de los trabajos de verificación y recepción de los productos, deberá dar aviso por escrito a ESSA, acerca del nombre o razón social del tercero facultado para actuar a su nombre.

DECIMA PRIMERA.- ACEPTACION DEL PRODUCTO.-

Las Partes aceptan que el Producto se entenderá entregado y aceptado por el Cliente en el momento de su entrega en el lugar y conforme al método señalado en la cláusula Decima de este Contrato. Una vez que sea entregado, el CLIENTE no podrá iniciar reclamación alguna en contra de ESSA.

DECIMA SEGUNDA.- PENALIZACIONES POR FALTA DE PAGO.- En caso de que el CLIENTE no realice el pago por la sal para consumo humano que le hubiere sido entregada, dentro del plazo consignado en la cláusula Cuarta anterior, deberá pagar a ESSA una penalización equivalente a 4% mensual sobre el precio pendiente de pago por embarque en que se encuentre pendiente el pago correspondiente. Dicha penalización deberá ser pagada en la siguiente facturación que por la entrega de la Sal de Mesa realice ESSA.

DECIMA TERCERA.- LIBERACION DE RESPONSABILIDAD POR FALTA DE PAGO.- El CLIENTE acepta expresamente que ESSA no estará obligada a realizar embarque o la entrega del Producto en favor del CLIENTE, si en la fecha comprometida existe, a cargo del Cliente, algún adeudo por falta de pago de embarques o entregas anteriores, o bien de penalizaciones calculadas en los términos de la cláusula Decima Primera de este Contrato.

Asimismo, las Partes aceptan que ESSA estará liberada de realizar las entregas del Producto, así como de cumplir cualquiera de las obligaciones a su cargo consignadas en el presente contrato, si durante la vigencia del presente contrato se generase a cargo del CLIENTE algún adeudo cuyo pago estuviera pendiente por un plazo superior al de sesenta días naturales contados a partir de la fecha en que dicho pago fuera exigible. En

este caso, el CLIENTE autoriza expresamente a ESSA a ejecutar la garantía que le fue otorgada en los términos de la cláusula Quinta anterior.



DECIMA CUARTA.- VIGENCIA.- Las partes acuerdan que el presente contrato tendrá una vigencia de CINCO años, contados a partir de su firma, pudiendo renovarse por periodos sucesivos iguales, siempre y cuando ambas partes así lo convengan por lo menos con 60 (sesenta) días naturales de anticipación a la fecha de vencimiento original y/o cualquier prórroga conforme a esta cláusula. En caso de no renovarse el contrato referido, ambas partes de común acuerdo elaborarán el convenio de finiquito respectivo.

DECIMA QUINTA.- CESION DEL CONTRATO.- LAS PARTES aceptan expresamente que el presente contrato, y sus obligaciones y derechos, no podran ser cedidos o transferidos en favor de terceros, salvo los derechos de cobro que corresponden a ESSA, los cuales podran ser cedidos sin que ESSA requiera autorizacion a cargo del CLIENTE, en cuyo caso, ESSA solamente estar obligada a informar al CLIENTE la cesion de los derechos de cobro.

DECIMA SEXTA.- NO TRANSMISION DEL DERECHO DE USO DE MARCAS, LICENCIAS Y PATENTES.- Las Partes aceptan que el presente contrato no implica una licencia de uso de marcas, licencias, patentes y demas derechos que son propiedad de ESSA. El CLIENTE se obliga a dar aviso inmediatamente a ESSA en caso de que tenga conocimiento de alguna violación cometida por terceras personas que afecte a los derechos de propiedad industrial o intelectual de ESSA.

DECIMA SEPTIMA.- CLAUSULA FISCAL.- Las partes convienen que cada una de ellas será responsable exclusiva del pago de los impuestos y del cumplimiento de las obligaciones fiscales que a cada una corresponda, de conformidad con las disposiciones legales vigentes, por lo que no existe, ni existirá entre ellas solidaridad de ninguna clase en el cumplimiento de sus respectivas obligaciones fiscales.

DECIMA OCTAVA.- OBLIGACIONES LABORALES.- Ambas partes aceptan y convienen que entre ellas no existe ninguna relación de subordinación o dependencia y que el presente contrato no puede interpretarse en forma alguna, como sociedad, o asociación o cualquier otra relación entre ellas, diferente a la expresamente contenida en este contrato.

Las partes reconocen y convienen que los directores, funcionarios, empleados o cualquier otra persona que preste sus servicios en forma subordinada o insubordinada a cada una de ellas, en ningún caso serán considerados como empleados de la otra parte o que existe relación laboral o de cualquier otra naturaleza entre los mismos y la otra parte; y, en consecuencia, cada una de las partes asume absoluta responsabilidad por los actos que dichas personas lleven a cabo y se obliga a indemnizar y a dejar en paz y a salvo a la otra y a cualesquiera de sus funcionarios y representantes de cualquier daño, pérdida, perjuicio, costo o cualquiera otra responsabilidad que resulte de cualquier acto, demanda, reclamación o acción que lleve a cabo cualquiera de las partes o cualesquiera de sus representantes y/o empleados.

DECIMA NOVENA.- FUERZA MAYOR.- LAS PARTES aceptan expresamente que no estarán obligadas a cumplir con sus obligaciones derivadas del presente contrato si se presenta una situación de Fuerza Mayor, y



por lo tanto no serán responsables de retrasos, demoras u omisiones en el cumplimiento de sus obligaciones. Para los efectos del presente contrato ESSA y el CLIENTE aceptan que se entiende por Fuerza Mayor a inundaciones o incendios; hostilidades o guerra (ya sea declarada o sin declarar); bloqueo; disturbios de trabajo; huelgas, alborotos, insurrecciones o conmoción civil; restricciones de cuarentena o epidemias, escasez o apagones eléctricos; terremotos; mareas, huracanes en las Instalaciones de ESSA, en el puerto de carga o en el lugar de entrega; accidentes; interrupción de las actividades en el lugar de entrega en razón de actos de autoridad emitidos por instancias municipales, estatales o federales. Una vez que desaparezca la causa de Fuerza Mayor y dentro de lo razonablemente posible, las Partes estarán nuevamente obligadas a cumplir con las obligaciones a su cargo en el presente contrato.

VIGESIMA.- TERMINACION.- Las Partes aceptan expresamente que el presente contrato podrá darse por terminado sin responsabilidad para las partes cuando:

- a) Concluya su vigencia o su renovación de conformidad con lo previsto en la cláusula Décima Cuarta anterior;
- b) Por una causa ajena a la responsabilidad de las partes y que no pueda ser subsanada sea imposible cumplir con las obligaciones derivadas del presente contrato, y
- c) Las partes, de común acuerdo, así lo pacten por escrito.

Cuando el contrato se dé por terminado debido a alguna de las razones anteriores, las Partes procederán a formular el finiquito correspondiente en el que se harán constar los volúmenes de sal pendientes de entrega y recepción; los adeudos a cargo de cada una de ellas por concepto de entregas de sal de mesa, penalizaciones, gastos de almacenaje, etc., la fecha comprometida para la realización de los pagos respectivos, así como las demás circunstancias que estimen pertinentes. Una vez que el CLIENTE efectúe todo los pagos pendientes en favor de ESSA, ESSA procederá a la devolución y cancelación de la garantía correspondiente.

VIGESIMA PRIMERA.- RESCISION.- Las Partes aceptan expresamente que ESSA podrá rescindir el presente contrato, sin responsabilidad, cuando se presente alguna de los siguientes supuestos:

- a) Incapacidad manifiesta del Cliente para realizar normalmente su actuación comercial;
- b) Insolvencia manifiesta del Cliente;
- c) Exista resolución de concurso mercantil o quiebra; moratoria, administración judicial, liquidación o cualquier convenio de pago entre el Cliente y sus acreedores que afecta de manera reitera su capacidad de pago de las obligaciones a su cargo previstas en el presente contrato.
- d) Incumplimiento del Cliente a cualquiera de sus obligaciones derivadas del presente contrato, y
- e) Incumplimiento del Cliente en la entrega de la garantía dentro del término previsto en la cláusula Quinta anterior.

Cuando se presente alguna de los supuestos previstos en esta cláusula, ESSA deberá notificar lo conducente al CLIENTE y le otorgará un plazo de quince días para que exprese las consideraciones que estime procedentes



y subsane los incumplimientos a su cargo. Si transcurrido dicho plazo el CLIENTE no subsana sus incumplimientos, ESSA procederá a la rescisión de este contrato.

En este supuesto, una vez que ESSA determine la rescisión del contrato se procederá a formular el finiquito correspondiente en el que se hagan constar los adeudos a cargo del Cliente por concepto de entregas de sal de mesa, penalizaciones, gastos de almacenaje, etc., la fecha comprometida para la realización de los pagos respectivos, así como las demás circunstancias que estimen pertinentes. Si el CLIENTE no realiza los pagos a su cargo conforme a lo previsto en esta cláusula, ESSA procederá a ejercer la garantía que le fue otorgada en términos de la cláusula Quinta anterior.

VIGESIMA SEGUNDA.- MODIFICACION DE TERMINOS Y CONDICIONES.- Las Partes aceptan que cuando así proceda en términos de las determinaciones de su Consejo de Administración o de la legislación, reglamentación y normativa aplicable a ESSA en su carácter de empresa de participación estatal mayoritaria, ESSA podrá modificar unilateralmente, las condiciones relativas a precio, ajuste, penalizaciones, lugar de entrega, forma de entrega, empaquetado, garantías, etc., debiendo comunicar lo conducente al CLIENTE para efectos de que se proceda a la modificación del presente contrato. En caso de que las modificaciones no resulten convenientes para el CLIENTE, éste podrá comunicar a ESSA su decisión de terminar al contrato de manera anticipada en cuyo caso se procederá en términos de la cláusula VIGESIMA anterior.

VIGESIMA TERCERA.- MODIFICACIONES.- LAS PARTES convienen que cualquier modificación al presente contrato deberá constar por escrito y reunir las formalidades legales que, en su caso, se requieran, surtiendo sus efectos a partir de la suscripción del convenio modificatorio que celebren **LAS PARTES**.

VIGESIMA CUARTA.- DOMICILIOS PARA NOTIFICACIONES.- LAS PARTES convienen en que cualquier notificación relacionada con la ejecución del presente contrato diversa de la interlocución necesaria entre ellas para la atención cotidiana y usual de los asuntos objeto del mismo, deberá hacerse por escrito y precisamente a los domicilios que en seguida se consignan:

- I. ESSA.-
Lic. Jaime Armando Villaseñor Sánchez, DIRECCION DE GUERRERO NEGRO
01-55-52083022. Contacto jaimev@essa.com.mx
- II. EL CLIENTE:
Calle de Cañas 3250-5, Guadalajara, Jalisco.
CP 44470.
Contacto.- Edgar Alejandro Arias López

VIGESIMA QUINTA.- ARBITRAJE.- Todas las desavenencias que deriven de este contrato serán resueltas definitivamente de acuerdo con las Reglas de Arbitraje del Centro de Arbitraje de México (CAM), por uno o más árbitros nombrados conforme a dichas Reglas.

VIGESIMA SEXTA.- LEY APLICABLE.- Para el caso de controversia, interpretación, incumplimiento ó inejecución del presente contrato, **LAS PARTES** se someten a las leyes en la Ciudad de México, Distrito Federal, renunciando a cualquier jurisdicción que en razón de sus domicilios presentes o futuros, o por cualquier otra causa pudieran corresponderles.



LEIDO QUE FUE EL PRESENTE INSTRUMENTO LEGAL Y SUS ANEXOS, CONOCEDORAS LAS PARTES QUE LO SUSCRIBEN DE SU FUERZA LEGAL, REITERAN QUE LA EXPRESIÓN DE SU BUENA FE, VOLUNTAD Y ACUERDO ESTAN CONTENIDAS PLENAMENTE EN LAS DECLARACIONES, CLÁUSULAS DEL MISMO, A LAS CUALES SE SUJETAN Y RATIFICAN, SIN QUE EXISTA ERROR, DOLO, VIOLENCIA O CUALQUIER OTRO VICIO QUE PUDIERA INVALIDARLAS Y EN CONSTANCIA DE ELLO LO FIRMAN AL MARGEN EN TODAS SU HOJAS, INCLUIDOS SUS ANEXOS Y AL CALCE EN LA QUE APARECEN SUS NOMBRES, EN LA CIUDAD DE MÉXICO, DISTRITO FEDERAL A LOS 28 DIAS DEL MES DE FEBRERO DEL AÑO 2014.

Por "ESSA"
Exportadora de Sal S.A. de C.V.

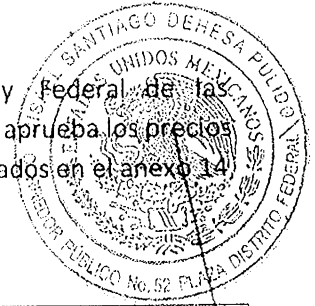
Lic. Jorge Humberto López-Portillo Basave
Director General

Por el CLIENTE

Edgar Alejandro
EDGAR ALEJANDRO ARIAS LOPEZ, EN SU
CARACTER DE APODERADO

ANEXO 1**ACUERDO 61 ESSA 12/2013**

Con fundamento en lo dispuesto en el artículo 58, fracción III de la Ley Federal de las Entidades Paraestatales y 26 de su Reglamento, el Órgano de Gobierno aprueba los precios Base de Venta de la Sal de Mesa, para el ejercicio fiscal 2014, presentados en el anexo 14 mismos que se insertan a continuación:



MERCADO NACIONAL		
VENTA LAB-FABRICA GUERRERO NEGRO, B.C.S.		
PRODUCTO	UNIDAD DE MEDIDA	PRECIO/PESOS
1 a 49, 000 TM		
Sal de grano Directo	Supersacos 1TM	769
49, 001 - 74, 000 TM		
Sal de grano Directo	Supersacos 1TM	599
>75, 000 TM		
Sal de grano Directo	Supersacos 1TM	429

Observaciones:

- Precios EXC crédito 60 días.
- Incluye maniobras de carga en Guerrero Negro, B.C.S. Y/ Mazatlán, Sinaloa.
- El precio incluye SS de una 1TM. (El cambio del empaque impactará el precio correspondiente)
- Aditivos, otros procesos, cambio de empaque, el costo de requerimientos adicionales y transportes serán calculados y sumados a los precios arriba señalados de acuerdo a cada orden compra.
- Se tendrán que calcular los costos asociados a cada una de las presentaciones para poder adecuar el precio de venta de mercado.
- Las mermas e inventarios de bajo movimiento podrán ser vendidas en condiciones especiales tomando en consideración la demanda de las mismas, las condiciones en que se encuentren y la necesidad de recuperar la inversión.

Edgar QUESANDO

ANEXO 2

ACUERDO 59 ESSA 12/2013

Que de acuerdo al planteamiento integral presentado por el Director General y las proyecciones de ESSA, que para el año 2014, estima se alcanzará una producción aproximada de 9.5 millones de toneladas de sal industrial, de las cuales, según estimaciones del distribuidor de ESSA, Mitsubishi Corporation (MC) ni Mitsubishi Internacional Corporation (MIC), 7.3 millones de toneladas serán vendidas a granel en el mercado internacional por conducto del distribuidor señalado, en los términos del contrato suscrito con fecha 28 de abril de 1977 y sus convenios modificatorios, es procedente que este Consejo de Administración fije los precios que deberán ser previstos en los contratos que se suscriban con el distribuidor mencionado anteriormente.

Resulta también necesario que el Consejo establezca las políticas y los precios para comercializar conforme a esquemas que garanticen las mejores condiciones de rentabilidad para ESSA y que consideren los criterios de eficiencia económica y optimización financiera que estable la legislación de las entidades paraestatales, con cualquier intermediario, incluido Mitsubishi o cliente final, la producción por arriba de las 7.3 millones de toneladas de sal industrial estimadas a ser vendidas por el distribuidores MC y MIC, de acuerdo con la primera parte del cuadro presentado como Anexo 13 de la Carpeta del día de hoy, mediante la cual se establece el volumen total contratado.

La Dirección General de ESSA ha informado al distribuidor que ha recibido diversas solicitudes para la compra de los excedentes de producción de sal industrial cuya disponibilidad está prevista para el año 2014. En este contexto, se menciona que ESSA no podrá vender a terceros que estén registrados ante la propia empresa como clientes de los distribuidores Mitsubishi Corporation (MC) ni Mitsubishi International Corporation (MIC).

Con base en el Acuerdo 52 ESSA 10/2013, aprobado en Sesión Extraordinaria del Consejo de Administración del pasado 28 de octubre de 2013 y de conformidad con los comentarios antes vertidos por los Consejeros presentes, con fundamento en los artículos 36 y 58, fracciones I y III de la Ley Federal de las Entidades Paraestatales y 26 del Reglamento de la Ley Federal de las Entidades Paraestatales; este Órgano de Gobierno acuerda lo siguiente:



ANEXO 2



1. Aprobar para MC y MIC contrato de venta hasta por 7.3 millones de toneladas de sal industrial a granel (NaCl) a un precio base de venta para el 2014 de \$17.52 (diecisiete dólares con 52 centavos 52/100 Americanos). Dichas toneladas serán dirigidas a clientes en donde el distribuidor MC y MIC haya comprometido entregas, para 2014 solamente, de sal industrial a granel hasta por 7.3 millones de toneladas.

2. Aprobar que la venta de la producción por arriba de lo que el distribuidor MC y MIC contrate con ESSA de acuerdo al punto 1 de este acuerdo, que no superará los 7.3 millones de toneladas, se realice con otro distribuidor y/o cliente de tal manera que se maximice el beneficio financiero de la empresa ESSA, previo análisis de mercado y garantizando las mejores condiciones de venta, siempre y cuando el precio base mínimo de venta sea \$17.52 (diecisiete dólares con 52 centavos 52/100 Americanos).

Edgar OLEJANDRO

INSTITUTO FEDERAL ELECTORAL
REGISTRO FEDERAL DE ELECTORES
CREDENCIAL PARA VOTAR

NOMBRE: ARIAS LOPEZ EDGAR ALEJANDRO
 DOMICILIO: C GUANACHIL 1435 COL DEL FRESNO 44900 GUADALAJARA, JALISCO
 FOLIO: 0314120122204 SER DE REGISTRO: 200100
 CLAVE DE ELECTOR: ARPE085000814H800
 MUNICIPIO: 041 LOCALIDAD: 0007




ESTE DOCUMENTO ES INTRANSFERIBLE. NO ES VALIDO SI PRESENTA TACHaduras O ENMIENDAS.

EL TITULAR ESTA OBLIGADO A NOTIFICAR EL CAMBIO DE DOMICILIO EN LOS 30 DIAS SIGUIENTES A QUE ESTE OCURRA.

Fernando Zertuche Múgica
 FERNANDO ZERTUCHE MÚGICA
 SECRETARIO EJECUTIVO DEL INSTITUTO FEDERAL ELECTORAL

Edgar Alejandro

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ELECCIONES FEDERALES: 12 18 06 04
 LOCALIDAD: 00 10 11 12 03 04 05 06 07 08



---El Suscrito Licenciado **JUAN DIEGO RAMOS URIARTE** Notario Publico Titular Numero 115 ciento quince de esta municipalidad **CERTIFICA:** Que la presente es copia que concuerda fiel y exactamente con su original, la cual tuve a la vista, y se expiden para los fines legales a que haya lugar a solicitud de **EDGAR ALEJANDRO ARIAS LÓPEZ**, quien se identifica con credencial de elector número 1086095366486 uno, cero, ocho, seis, cero, nueve, cinco, tres, seis, seis, cuatro, ocho, seis, expedida por el Instituto Federal Electoral, en la ciudad de Guadalajara, Jalisco a los 07 siete días del mes de Noviembre del año 2011 dos mil once, **ESTA CERTIFICACION NO REVELA A SU TENEDOR DE LA OBLIGACION QUE TUVIERE DE JUSTIFICAR LA LICITUD Y VALIDEZ DEL DOCUMENTO MATERIA DE LA COMPULSA**, va en 1 una hoja útil, impresa de frente.- DOY FE

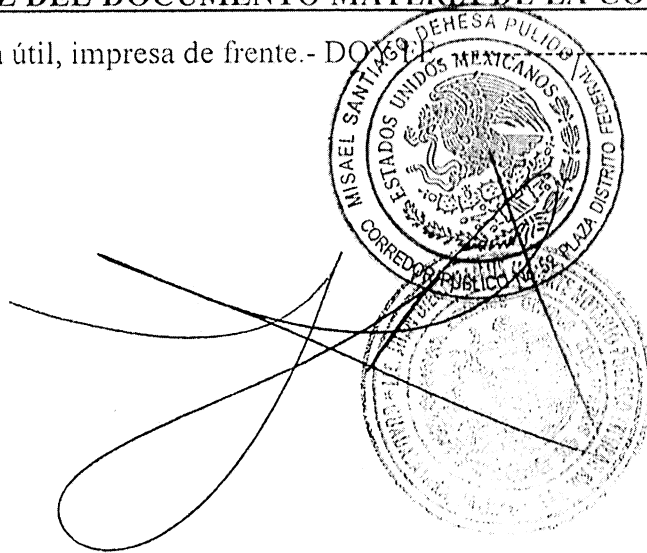


EXHIBIT B

SALE OF SALT FOR HUMAN CONSUMPTION AGREEMENT, ENTERED INTO BY AND IN BETWEEN EXPORTADORA DE SAL, S.A. DE C.V., REPRESENTED HEREIN BY ITS GENERAL DIRECTOR MR. JORGE HUMBERTO LÓPEZ PORTILLO BASAVE, HEREINAFTER REFERRED TO AS "ESSA", AND, INNOFOOD, S.A. DE C.V., REPRESENTED HEREIN BY ITS ATTORNEY AT FACT MR. EDGAR ALEJANDRO ARIAS LOPEZ, HEREINAFTER REFERRED TO AS "THE CLIENT", PURSUANT TO THE RECITALS AND CLAUSES HEREFTER:

RECITALS:

1. ESSA states through its representative that:

- a) It is legally entity incorporated pursuant to the laws of Mexico, as stated under public deed number 47,621 book 734 dated May 12th, 2010, granted before Erick Namur Campesino, Public Notary number 102, of Mexico City, D.F and dully registered at the Public Registrar of Commerce of Santa Rosalia, Baja California Sur, under inscription 174 volume 21 section IV of such office.
- b) Its corporate object is the extraction of sea salt from the coast of Baja California in the Mexican Republic, and the sale and exportation of the former, and the performance of all acts directly related to its corporate object.
- c) Its legal representative Lic. Jorge Humberto López Portillo Basave, has the necessary authority to execute the present agreement, as established in public deed 60,909 book 1165 dated 14 of October of the year 2013, granted before Erick Namur Campesino, Notary Public number 94, with exercise and residence in the city of Mexico, D.F.
- d) It has the will to commercialize salt products for human consumption that it produces, packages and commercializes in its facilities located in Guerrero Negro, Baja California Sur, to the "Client" for its correspondent sale.
- e) Its Federal Taxpayer Registry is ESA-810617-LA9
- f) It has it legal domicile or principal location of operation in Avenida Baja California S/N colonia centro, Guerrero Negro, Baja California Sur, CP. 23940, which is appointed herein to hear and receive all kind of notice and documents.

2. The CLIENT states through its representative that:

- a) It is a legal entity, incorporated under Mexican law, as stated under public deed 9135, dated 22 of march of 2008, granted before Juan Diego Ramos Uriarte, Notary Public No. 115, of the city of Guadalajara, Jalisco, dully registered before the Public Registrar of Commerce of the State under electronic folio number 45687*1.



- b) Its legal representative mister Edgar Alejandro Arias Lopez, has the necessary authority to execute the present agreement, as established under public deed 16,973, dated 14 of October of 2011, granted before Juan Diego Ramos Uriarte, Notary Public No. 115, of the city of Guadalajara, Jalisco, dully registered before the Public Registrar of Commerce of the State under electronic folio number 45687*1.
- c) Its corporate object, among others, is the sale, purchase, rent, import, export, commission, distribution, representation, mediation, allocation, elaboration, *maquila*, development, fabrication, production, promotion, industrialization and general commercialization within an outside of national territory, of all kinds of goods and food products.
- d) It has its own economic means, and technical and human elements, as well as the administrative organization necessary to conduct acts of commerce, in particular the reception, custody, storage, management and sale of products property of "ESSA", as well as the fulfillment of all and each of its obligations derived from the present agreement.
- e) It knows broadly the products manufactured by "ESSA", as well as its specifications, qualities, quality, use and commercialization.
- f) It has the will to acquire the products produced by "ESSA".
- g) Its fiscal domicile is calle Cañas 3250-5, Guadalajara, Jalisco, postal code 44470.
- h) Its Federal Taxpayer Registry is INN080926PN7, as evidence in its certificate of fiscal identification attached hereby.
- i) It is in compliance with its fiscal obligations.

3. **THE PARTIES** jointly state that:

- a) They mutually recognize their representations, and the legal capacity they possess towards the rights they exercise by entering this agreement or those in the future related to the object of this agreement.
- b) The content of this agreement obeys its free will and they enter it willingly, recognizing the scope of the representations and covenants, expressed and agreed upon in good faith without injury, malice, err or violence.
- c) They recognize the differences of their assets as well as legal responsibilities, regardless of the civil, administrative, labor, fiscal, criminal area or any other nature of each of its rights and obligations, to which they respond independently before each other and to third parties.





- d) They recognize that the Exhibits attached to the present agreement are part of the latter, thus constituting one complete document, and its execution, fulfillment and interpretation must be considered integral, and
- e) They grant full validity to the representations and the content and covenants contained herein are legally binding.

By virtue of the aforementioned, the parties, agree to the following:

COVENANTS

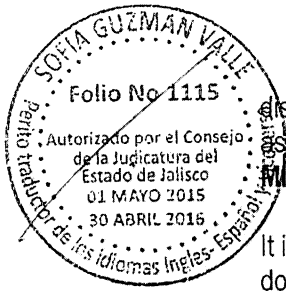
FIRST.- OBJECT. By virtue of the present agreement ESSA obliges to sell to the CLIENT and the CLIENT obliges to acquire from ESSA the salt for human consumption, hereinafter the Product, that ESSA produces, packages and commercializes, in accordance to the terms and conditions indicated herein. The products that ESSA shall sell and the CLIENT will acquire in accordance to the present agreement shall be those identified in **Exhibit 1**, which, duly signed, by the parties, forms and integral part of this agreement.

SECOND.- VOLUME OR QUANTITY.- ESSA is obliged to sell and the CLIENT is obliged to acquire an annual amount of \$250,000 (two hundred and fifty thousand tons) of the Product, the CLIENT will be able to gradually increase until reaching such amount, which shall be able to be increase and consider the sale of grain salt directly in bulk for human consumption, for it to be processed and packaged on its own account, when expressly required and in writing by the CLIENT, considering that indicated in the second paragraph of clause THIRD of the present agreement.

In accordance to ESSA'S policies regarding the prices of sale subject to the volume of purchase, both parties agree and accept that initially the price of sale established in the negotiations be the one defined for 75,000 tons nevertheless, once twelve months from the executions of the agreement have elapsed ESSA shall obtain a monthly average of the sales performed by the Client, in order to project the annual volume of expected sale, with which it shall determine and just such sale price, having to be allocated any difference to the invoices issued with the following supplied.

THIRD.- PRICE AND PRICE UPDATE. The Parties agree that the prices that the CLIENT shall pay to ESSA for the Product sold by ESSA shall be those indicated in Exhibit 1 and the present agreement in accordance to the volume of product acquired, which shall correspond to the fixed prices set by ESSA'S Board of Directors in its Agreement 61 dated 11 of December of 2013. Such prices shall be updated annually in accordance to the increase registered by the National Index of Prices to Consumers (INPC) or any other that might substitute it during the term of this agreement.

When the volume of salt that the CLIENT acquires from ESSA in terms of the present agreement surpasses the amount of 75,000 (seventy five thousand tons) annually, the price that the client shall pay will be that indicated by the board of directors as base for the principal client (Mitsubishi), plus an 8 percent. The client shall also pay in the case that the product is delivered in bulk for lack of capacity of packaging on behalf of ESSA, the commission of 3% from the base price fixed by the board of directors for the corresponding year), to pay by the



distributor (Mitsubishi) in the event of being carried in bulk, such 3% shall be calculated taking as a base for the price that **ESSA** grants the principal client which is the distributor **MITSUBISHI INTERNATIONAL CORPORATION**.

It is important to clarify, that in the event that **MITSUBISHI INTERNATIONAL CORPORATION** does not desire the commission or refuses to have the commercial representation in this operation, such commission and representation shall pass to "**ESSA**".

FOURTH.- FORM OF PAYMENT.- The CLIENT shall pay ESSA the price of the Product that has been delivered, within the following sixty calendar days from the corresponding invoice of the invoice in the determined place in accordance to the present agreement. For such effects, within the following TEN business days following the reception of the product, ESSA shall issue the corresponding invoice and shall send it through electronic mail to the CLIENT.

The CLIENT shall perform the payment in favor of ESSA in Mexican currency, without discount or any deduction, in accordance to the terms and amounts foreseen in the invoice, through electronic transfer to the bank account that ESSA shall previously define and in writing at performing its registration in the system, through which it shall grant also a client number, that will be used as a reference in the payment or deposit performed.

The parties accept that in the event that the payment is not performed by virtue that the limit date to perform the payment is a non-business day, the CLIENT will be able to conduct the payment in the following first business day,

FIFTH.- GUARANTEE.- THE CLIENT accepts that to guarantee the fulfillment of its payment obligations derived from the loading of products received during the first year of term of this agreement, it shall grant ESSA a bond or a guarantee for the amount of \$5'362,571.00 (five million three hundred and sixty two thousand five hundred and seventy one pesos) amount that represent sixty days of sale, considering the price of the product over the maximum volume of sale foreseen in Exhibit 1 herein.

From the second year of term of the present agreement, the amount representing sixty days of sale considering the effective volume of the Product shall be guarantee, purchased by the CLIENT during the previous year.

Additionally, for each boarding of the Product, the CLIENT shall give ESSA a promissory note for the corresponding amount to the price the CLIENT obliged to pay for the corresponding boarding. Once the payment is performed, ESSA shall return to the CLIENT the aforesaid promissory note.

SEVENTH.- PURCHASE ORDER. The parties accept that for the fulfillment of the present agreement, in accordance to its needs of supply but subject to the fulfillment of the product volumes compromised in the second clause of the present agreement, the CLIENT shall request ESSA the delivery of the product through the electronic remission of a Purchase Order.

The Parties expressly agree that the Purchase Orders shall have to be sent to ESSA in a schedule of Monday to Friday between 9:00 and 18:00 hours pacific time of the Mexican Republic (GMT -8). The Purchase Order shall have to be sent by the CLIENT directed to Luis Castro, to the electronic mail address l_castro@essa.com.mx.

Once the Purchase Order is received, ESSA shall have to issue immediately confirmation of the receipt of the Purchase Order. In such confirmation ESSA shall indicate if, in accordance to the availability of the product, it has the possibility to deliver to the CLIENT the amount of requested Product, as well as the delivery date agreed upon to perform the corresponding delivery in the terms of the present agreement. The confirmation of reception of the purchase order shall be made within the dated and schedules mentioned in the previous paragraph.

In the event that the Purchase Order is received by ESSA outside of the days and schedules previously established, ESSA will not be obliged to confirm the reception or to process the request of such Purchase Order, until the following business day starting at 9:00 hours pacific time of the Mexican Republic (GMT-8)

EIGHTH.- AGREED DATE FOR THE DELIVERY OF THE PRODUCTS.- In order to plan the annual production numbers, "THE CLIENT" shall contact ESSA, through its Operation Direction and the Management of Commercial Production, for the planning of the delivery of the product, base on the aforesaid thus foreseeing the necessary Logistic for each supplying, "THE BUYER" shall notify "ESSA", with the most time in advance as possible, the schedule of deliveries of the product, it shall be included in such notice to Mitsubishi Corporation.

The PARTIES expressly agree that ESSA will deliver the Product object of the present agreement, on the delivery date agreed upon in the confirmation of receipt of the Purchase Order issued in terms of clause seventh herein.

ESSA agrees that the delivery date of the Product will not be able to exceed thirty business days from the date in which the confirmation of receipt of the Purchase Order was issued, except for matters of availability of the product, ESSA required to appoint an agreed date different, in which case, once that is has availability of the product, ESSA shall inform the CLIENT the new delivery date.

NINTH.- PACKAGING. ESSA will deliver the product (salt for human consumption) in bulk or in super sacks of 1TM as indicated in exhibit 1, if the CLIENT indicated to ESSA, in the corresponding purchase order, one type and different presentation, the CLIENT shall provide, at its cost, the packaging and wrapping material and necessary for the Product to be packaged and derived by ESSA, ESSA if it has the capacity to perform the process and packaging in accordance to the request of the CLIENT, shall have to communicate it to the CLIENT electronically, notifying the additional costs implicated, which shall be paid by the CLIENT, in the corresponding invoice to the purchase order. ESSA shall not be obliged to deliver the types and presentations of the requested products if it does not receive the express acceptance and conformity of the CLIENT with regards to the ADJUSTED price.

TENTH.- PLACE AND FORM OF DELIVERY.- ESSA and the CLIENT agree as place of delivery of the products initially required the Port of Mazatlán, Sin. And afterwards the supply will be in the Port Chaparrito de Guerrero Negro, B.C.S.

A) Referent to the warehouses of the Integral Port Administration, located in the Port of Mazatlán, Sin.

Both parties agree that the delivery in this Port shall be made temporarily and that the amount that is to be delivered in the same, will be that which is possible, as long as the delivery to the



Port of Chaparrito de Guerrero Negro is defined and considering the agreed volume in clause SECOND herein.

The warehouses of Mazatlán are currently administered by the Company Terminal Marítma Mazatlán, S.A. de C.V., with which ESSA has a executed a service agreement.

It is important to point out that, on behalf of ESSA, for the supervision work of the reception, maneuver, movement, safekeeping and distribution of the salt in the warehoused, it has hired a Service Provider, with whom, the Distributor, at the time of the delivery, shall execute a document stating the corresponding delivery, copy of which shall be attached to the invoice issued by ESSA.

The CLIENT and ESSA accept that, in the date and place of the agreed delivery, the salt object of the purchase, shall be at the CLIENT'S disposition. For such effect, no latter than the 18:00 hours of the next business day, ESSA shall inform the CLIENT, electronically, that its product is at its disposal, ESSA shall issue the invoice by email to the CLIENT, immediately after 5 calendar days, following this notice for the case of the Warehouse in Mazatlán, in such 5 days el CLIENT will be able to review, count, safeguard and receive such products, if in this operation the Distributor requires of an additional maneuver with the product, this shall be at its cost for ESSA shall only cover the maneuvers regarding dispatch, which shall be considered sufficient for the CLIENT to verify that pertaining to its products. The PARTIES agree that if it is not done, it shall be received in full satisfaction and the risks of the products shall be transferred to the CLIENT.

ESSA puts the services, that has hired, of the Service Provider and/or Manager of the Warehouse of Mazatlán to the disposal of the CLIENT, so the CLIENT has the possibility to order, in such place, the works of review, counting, safekeeping and reception, having the CLIENT to provide in writing to the Service Provider and/or Manager of the Warehouse of Mazatlán its acceptance and consent. In the event that the CLIENT entrust to third parties the execution of such works, it shall have to provide a notice in writing to ESSA, as according to the dispatch Port, with the names or corporate name of the third party authorized to act on its behalf.

B) In the Port Chaparrito de Guerrero Negro, B.C.S.

Both parties agree that the minimum amount of the product in its different presentations, that ESSA shall supply the CLIENT, in this Port shall be that previously defined by barge, the maximum limit of cargo shall be established in accordance to the availability of the products and the workload in the Port's operations.

In this place the delivery shall be made by barge and the CLIENT shall be responsible, under its account and risk, of the hired barge, the costs of the service shall be exclusively of the CLIENT; being as responsible for the serve and the performance the carrier might have, as well as the risks that the product might have from its reception in the Port, therefore the Insurances and preventions for the disasters shall be on the CLIENT'S account.

The CLIENT shall have to notify ESSA of the requirements that the Port has, at least with 60 days in advance to the date in which the product is required, through the purchase order indicated hereof, so that ESSA can be in the possibility of scheduling the request, which shall be subject to acknowledgement.



The CLIENT and ESSA accept that, ESSA shall inform the CLIENT through electronic email, the date in which the agreed products shall be delivered, with sufficient time for the CLIENT to send its embarkation to Port, ESSA shall send its invoice by electronic mail to the CLIENT; immediately after 10 days, which shall start from the moment in which the CLIENT'S barge has been dispatched at Port, in the time that the barge is being dispatched the CLIENT will be able to review, count, safeguard and receive such products, if during this operation the CLIENT requires of an additional maneuver to the product, this shall be at its cost for ESSA shall only cover the maneuvers regarding dispatch, which shall be considered sufficient for the CLIENT to verify that pertaining to its products.

In the event that the CLIENT entrust to third parties the execution of such works, it shall have to provide a notice in writing to ESSA, as according to the dispatch Port, with the names or corporate name of the third party authorized to act on its behalf.

ELEVENTH.- ACCEPTANCE OF THE PRODUCT.-

The Parties agree that the Product shall be delivered and accepted by the Client at the moment of its delivery in the place and in the form indicated in clause tenth herein. Once it has been delivered, the CLIENT will not be able to file a complaint against ESSA.

TWELFTH.- PENALTY FOR DEFAULT OF PAYMENT.- In the event that the CLIENT does not perform the payment for the salt for human consumption that has been delivered, within the term agreed in the previous clause fourth, it shall have to pay ESSA a penalty equivalent to a monthly 4% over the pending payment balances for the pending embarkation. Such penalty shall have to be paid in the following invoice made by ESSA for the delivery of table salt.

THIRTEENTH.- SET FREE OF RESPONSIBILITIES' FOR A BREACH IN PAYMENT.- THE CLIENT expressly agrees that ESSA will not be obliged to perform an embarkation or deliver the Product in favor of the CLIENT, if in the agreed date, the CLIENT, has any pending balance for embarkations or previous deliveries, or for penalties estimated in the terms of clause eleventh herein.

Additionally, the Parties agree that ESSA shall be set free from carrying out any deliveries of the Product, as well as to comply with any of its obligations contained herein, if during the term of the present agreement a pending balance is generated by the CLIENT, that is pending of payment, for a term longer than sixty calendar days from the date in which such payment is immediately due. In such case, the CLIENT expressly authorizes ESSA to execute the guarantee granted in terms of clause fifth herein.

FOURTEENTH.- TERM.- The Parties agree that the present agreement shall have a term of FIVE years, starting from its execution, being able to renew for consecutive and identical periods, as long as both parties agree to with at least 60 (sixty) calendar days in advance to the original expiration date and/or any extension in accordance to this clause. In the event that the agreement is not extended, both parties will draft the agreement of corresponding release

FIFTEENTH.- ASSIGNMENT.- THE PARTIES agree that the present agreement, its rights and obligations, will not be able to be assign to third parties or transferred in favor of third parties, unless for the collection rights entitled to ESSA, which will be able to be assigned without



ESSA requiring an authorization from the CLIENT, in which case, ESSA shall only be obliged to inform the CLIENT of the collection rights assignment.

SIXTEENTH.- NO TRANSFER OF RIGHTS FOR THE US OF TRADEMARKS, LICENSES AND PATENTS.- The parties agree that the present agreement does not imply a license for the use of trademarks, licenses, patents and other rights property of ESSA. The CLIENT is obliged to immediately notify ESSA in the event that it has any knowledge of any breach made by third parties that affect the intellectual property or industrial rights of ESSA.

SEVENTEENTH.- FISCAL CLAUSE.- The Parties agree that each of them will be solely responsible for the payment of taxes and observance of their tax obligations, in accordance to the applicable legal dispositions, therefore, there does not exist nor will it exist any shared liability in the observance of their respective fiscal obligations.

EIGHTEENTH.- LABOR RELATIONSHIP.- Both parties accept and agree that between them there is no subordination or dependency relationship and that the present agreement cannot be understood, in any manner, as a company or association or any other relationship between them, different to that expressly contained herein.

The parties recognize and agree that the directors, managers, employees or any other person providing its service in a subordinate or insubordinate manner to each of them, in no way shall it be considered as employee of the other party o that a labor relationship, or of any other nature, exists between them and the other party; consequently, each of the parties assumes absolute responsibility for the acts performed by such personnel and is obliged to compensate and set free and hold the other party harmless and any of its officials and attorneys-at-fact from any damage, loss, injury, cost or any other responsibility resulting from any act, lawsuit, claim or action being carried out by any party or any of its representatives and/or employees.

NINETEENTH.- FORCE MAJEURE.- THE PARTIES expressly agree that they will not be oblige to perform the contractual obligations contained herein if a situation of Force Majeure occurs, therefore, they will not be responsible for delays, holdups or omission in the fulfillment of its obligations. For all legal effects of the present agreement ESSA and the CLIENT agree that it will be understood as Force Majeure floods or fire; hostilities or war (either declared or undeclared), blocks, work riot, strikes, riots, insurrection or civil commotion, quarantine or epidemic restriction, shortage or power outage, earthquakes, tides, hurricanes in ESSA'S facilities, in the port of loading or the place of delivery, accidents; interruption of the activities in the place of delivery due to authority acts issued by the municipal, state or federal instances. Once the Force Majeure has elapsed and within a reasonable term, the Parties will once again be oblige to fulfill the contractual obligations acquired hereunder.

TWENTIETH.- TERMINATION.- The Parties expressly agree that the present agreement will be terminated without responsibility when:

- a) The term of the agreement is met in accordance with the previous Clause Eighteenth;
- b) If an external factor happens independently form any responsibility from the parties and cannot be offset, thus resulting impossible to fulfill the obligations of the present agreement.
- c) If the Parties jointly agree to in writing.



When the agreement is terminated for any of the previous reasons, the Parties will proceed to draft the corresponding settlement which will contain the volumes of pending salt to be delivered and accepted; any debts owed between the Parties by reason of delivering table salt, penalties, storage costs, etc., the agreed date for the corresponding payments, as well as all other circumstances deem pertinent. Once the CLIENT conducts all the pending payments in favor of ESSA; ESSA shall proceed to return and cancel the corresponding guarantee.

TWENTIETH FIRST.- RESCISSION. The Parties expressly agree that ESSA will be able to rescind the present agreement, without any responsibility, when any of the following circumstances occur:

- a) Express incapacity from the Client to normally perform its commercial activity.
- b) Express insolvency from the Client.
- c) There is a resolution expressing commercial insolvency proceedings or bankruptcy, moratorium, judicial administration, liquidation or any agreement of payment between the Client and its creditors affecting consistently its payment capacity of the payment obligations foreseen herein.
- d) Breach from the Client of any of its contractual obligations, and
- e) Breach from the client to deliver the guarantee within the term specified in clause fifth herein.

When any of the aforementioned assumptions occurs, ESSA shall notify the CLIENT and will grant the latter a term of fifteen days for him to express the considerations deem pertinent and correct any breach. If elapsed such term the CLIENT does not correct its defaults, ESSA shall proceed to rescind the agreement.

Under this assumption, once that ESSA determined the contractual rescission it shall proceed to draft the corresponding settlement which will contain the any debts owed by the Client by reason of delivering table salt, penalties, storage costs, etc., the agreed date for the corresponding payments, as well as all other circumstances deem pertinent. If the CLIENT does not perform the payments as indicated herein, ESSA shall proceed to execute the guarantee that was granted in terms of clause fifth herein.

TWENTIETH SECOND.- MODIFICATIONS TO THE TERMS AND CONDITIONS.- The Parties agree that when applicable and in the terms of the resolutions adopted by the Board of Directors or the law, regulation and applicable normatively to ESSA as an entity with state majority participation, ESSA will be able to unilaterally modify, the conditions regarding price, adjustment, penalties, place of delivery, form of delivery, packaging, guarantees, etc., having to notify the CLIENT so that the modifications to the agreement can be carried out. In the event that the modifications are not in the CLIENT'S best interest, this will be able to notify ESSA of its decision of terminating the agreement in advance in which case it shall apply that indicated in the previous twentieth clause.



TWENTIETH THIRD.- MODIFICATIONS.- THE PARTIES agree that any modification to the present agreement shall be made in writing and they should have all the required legal formalities, having full legal effects when **THE PARTIES** execute such document.

TWENTIETH FOURTH.- DOMICILE FOR NOTICES.- THE PARTIES agree that any notice related with the execution of the present agreement different from the dialogue between them for the daily and normal attention of the matters contained herein, shall be made in writing and precisely to the addresses indicated hereunder.

- I. **ESSA.-**
Lic. Jaime Armando Villaseñor Sánchez, Address of Guerrero Negro
01-55-52083022. Contact jaimev@essa.com.mx
- II. **THE CLIENT**
Calle de Cañas 3250-5, Guadalajara, Jalisco
CP 44470
Contact: Edgar Alejandro Arias López.

TWENTIETH FIVE.- ARBITRATION.- All of the disagreements derived from the present agreement shall be definitively resolved in accordance to the Rules of Arbitration of the Center of Arbitration in Mexico (CAM) by one or more arbitrators appointed in accordance to the Rules.

TWENTIETH SIXTH.- APPLICABLE LAW.- For the event of controversy, interpretation or execution of the present agreement, **THE PARTIES** will subject themselves to the applicable laws of Mexico City, Federal District, thus renouncing to any other jurisdiction that might apply by virtue of their future or present domiciles.



THE LEGAL AGREEMENT AND ITS EXHIBITS WHERE DULLY READ AND UNDERSTOOD BY BOTH PARTIES AND IS CONSEQUENTLY ENTERED TO HAVE FULL LEGAL EFFECT, THE PARTIES REITERATE THEIR GOOD FAITH, WILL AND UNDERSTANDING IN THE EXECUTION OF THE RECITALS AND CLAUSES HEREIN, TO WHICH THEY ABIDE AND RATIFY ABSENT OF MISTAKE, FRAUD OR VIOLENCE OR ANY OTHER VICE THAT MIGHT INVALIDATE AND AS PROOF THEY SIGN THE MARGIN OF ALL OF THE PAGES, INCLUDING ITS EXHIBITS AND AT THE BOTTOM IN WHICH THEIR NAME APPEAR, IN THE CITY OF MEXICO CITY, FEDERAL DISTRICT, ON THE 28 DAY OF THE MONTH OF FEBRUARY OF THE YEAR 2014.

By "ESSA"
EXPORTADORA DE SAL, S.A. DE C.V.

[Illegible signature]

Jorge Humberto Lopez Portillo Basave
General Director

By the CLIENT

[Illegible signature]

EDGAR ALEJANDRO ARIAS LOPEZ, AS
ATTORNEY-AT-FACT



EXHIBIT 1**AGREEMENT 61 ESSA 12/2013**

Pursuant with article 58 Section III of the Federal Act for Government-owned Companies and 26 of its Regulation, the Governmental Body approves the base prices for the sale of Table Salt, for the fiscal year of 2014, presented in exhibit 14, transcribed herein:

National Market		
Sale Lab-Fabrica Guerrero Negro, B.C.S.		
Product	Unit of measure	Price/Pesos
1 to 49,000 TM		
Direct grain salt	Super sacs 1 TM	769
49,001 – 74,000 TM		
Direct grain salt	Super sacs 1 TM	599
> 75,000 TM		
Direct grain salt	Super sacs 1 TM	429

Observations:

- Prices EXC credit 60 days
- Includes loading maneuvers in Guerrero Negro, B.C.S AND/ Mazatlan, Sinaloa.
- The price includes SS of one 1 TM (the change of packaging will impact the corresponding price)
- Additives, other prices, changes in packaging, costs of additional requirement and transportation shall be calculated and summed up to the prices above mentioned in accordance with each purchase order.
- Associated costs for each of the presentation shall have to be calculated, in order to adequate the price to that of the market.
- The reduction and inventories of slow movements shall be able to be sold in special conditions taking into account the demand of the former, the conditions in which they are in and the necessity to recover the investment.



EXHIBIT 2

AGREEMENT 59 ESSA 12/2013

That in accordance to the integral proposal presented by the General Manages and ESSA'S projections, that for the year 2014, it estimates in reaching an estimate production of 9.5 million tons of industrial salt, which, in accordance with estimations of ESSA'S distributor, Mitsubishi Corporation (MC) nor Mitsubishi International Corporation (MIC), 7.3 million tons shall be sold in bulk in the international market through the aforesaid distributor, in the terms of the executed agreement dates 28 of April of 1977 and its modifying agreements, it is appropriate for this Board of Directors to fix the prices that shall be expected in the agreements to be executed with the aforementioned distributor.

It is also necessary for the Board to establish the policies and prices to commercialize in accordance to the schemes that guarantee better profitability conditions for ESSA and that taking into account the criterion of economic efficiency and financial optimization that the law for Government-owned Companies indicates, with any intermediate, included Mitsubishi or final client, the production above of 7.3 million tons of industrial salt foreseen to be sold by the distributor MC and MIC, in accordance with the first part of the chart presented as Exhibit 13 of the today's File, trough which the total hired volume is established.

ESSA'S General Direction has informed the distributor that it has received several purchase request for the surplus in production of industrial sea salt whose availability is foreseen for the year 2014. In this context, it is mentioned that ESSA will not be able to sell to third parties that are registered before the company as clients of the distributors Mitsubishi Corporation (MC) nor Mitsubishi International Corporation (MIC).

Based in Agreement 52 ESSA 10/2013, approved in Extraordinary Session of the Board of Directors last 28 of October of 2013, and pursuant to the aforesaid remarks by the present Consultants, and pursuant with articles 36 and 58, section I and III of the Federal Act for Government-owned Companies and 26 of the Regulation of the Federal Act for Government-owned Companies; this Governmental Body agrees to the following:



EXHIBIT 2



1. Approve for MC and MIC a sale agreement up until 7.3 million tons of industrial salt in bulk (NaCl) at a base price of sale for 2014 of \$17.52 (seventeen American dollars with 52 cents 52/100). Such tons shall be directed to clients in which the distributor MC and MIC have compromise deliveries, for 2014 only, of industrial salt in bulk up until 7.3 million tons.
2. Approve the sale of the production in surplus than those that the distributor MC and MIC hires with ESSA in accordance to item 1 herein, which shall not exceed the 7.3 million tons, it shall be made with other distributor and/or client in such manner that the financial benefit of the company ESSA is maximized, previous market analysis and guaranteeing the best conditions of sale, as long and the minimum base price of sale if of \$17.52 (seventeen American dollars with 52 cents 52/100).

***** Translator's notes**

1. On each of the pages of the document presented before me, the following seal is placed in the upper right corner:

[MISAEAL SANTIAGO DEHESA PULIDO
COMMERCIAL NOTARY NO. 52, PLAZA FEDERAL DISTRICT
UNITED MEXICAN STATES
NATIONAL SEAL]
2. Pages 1 to 14 contain, at the back of each page, a seal that reads "NO TEXT"
3. Pages 1 to 11, each contain three illegible signatures. The first one is placed in the upper right corner of the document, within the seal described in point 1 of the translator's notes. The second illegible signature is placed in the margin of the left corner of the page, while the third illegible signature is placed in the right margin of the page.
4. Page 11 contains four illegible signature, The first one is placed in the upper right corner of the document, within the seal described in point 1 of the translator's notes, the second illegible signature is placed in the right margin of the page, while the other two illegible signatures are described in the present document, accordingly.
5. Exhibit 1 contains four illegible signatures. The first one is placed in the upper right corner of the document, within the seal described in point 1 of the translator's notes. The second illegible signature is placed in the margin of the left corner of the page, while the third illegible signature is placed in the right margin of the page and the fourth illegible signature is placed in the bottom center of the page.
6. The first part of Exhibit 2 contains three illegible signatures. The first one is placed in the upper right corner of the document, within the seal described in point 1 of the translator's notes. The

second illegible signature is placed in the margin of the left corner of the page, while the third illegible signature is placed in the right margin of the page.

The second part of Exhibit 2 contains four illegible signatures. The first one is placed in the upper right corner of the document, within the seal described in point 1 of the translator's notes. The second illegible signature is placed in the margin of the left corner of the page, while the third illegible signature is placed in the right margin of the page and the fourth illegible signature is placed in the bottom center of the page.

--- End of the Translator's notes

I **SOFIA GUZMAN VALLE** expert in translation for the languages English-Spanish and vice versa, dully authorized by the Judicial Council of the State of Jalisco, for the term of the 01 of May of 2015 to the 30 of April of 2016, with folio number 1115, I hereby:

CERTIFY

That the preceding translation is a true and correct translation of the source text originally written in Spanish and presented before me in 14 (fourteen) pages, used by its front and back accordingly, dully translated into English.

The present translation contains a total of 15 (fifteen) pages, including the present one, used only by its front.

The undersigned is not responsible for the use or content of the present document
Signed and Sealed in Guadalajara, Jalisco on the 11 eleventh of January of 2016.

