UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): October 23, 2015

OCI Resources LP
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-36062**	**46-2613366**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(IRS Employer Identification No.)

Five Concourse Parkway **Suite 2500** **Atlanta, Georgia**	**30328**
(Address of principal executive office)	(Zip Code)

(770) 375-2300
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Services Agreement

On October 23, 2015, in connection with the closing of the Transaction (as defined herein), OCI Resources LP, whose name will be changed shortly after the filing of this current report on Form 8-K to Ciner Resources LP (the " Partnership "), entered into a Services Agreement (the " Services Agreement "), among the Partnership, OCI Resource Partners LLC, the general partner of the Partnership whose name will be changed shortly after the filing of this current report on Form 8-K to Ciner Resource Partners LLC (the " General Partner "), and OCI Chemical Corporation, whose name will be changed shortly after the filing of this current report on Form 8-K to Ciner Resources Corporation (" Ciner Resources "). Pursuant to the Services Agreement, Ciner Resources has agreed to provide the Partnership with certain corporate, selling, marketing, and general and administrative services, in return for which the Partnership has agreed to pay Ciner Resources an annual management fee and reimburse Ciner Resources for certain third-party costs incurred in connection with providing such services. The summary of the Services Agreement set forth in this Item 1.01 is not complete and is subject to and qualified in its entirety by reference to the full text of the Services Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated by reference in this Item 1.01.

Omnibus Agreement

Further, in connection with the closing of the Transaction, on October 23, 2015 the Partnership amended and restated in its entirety, and renamed, that certain Omnibus Agreement (the " Existing Omnibus Agreement " and as amended and restated, the " Indemnification Agreement "), dated September 18, 2013, among the Partnership, the General Partner and OCI Enterprises Inc. (" OCI Enterprises "), as more fully described below. Pursuant to the Indemnification Agreement, OCI Enterprises has agreed to continue to indemnify the Partnership for issues arising out of, including but not limited to: (i) certain environmental liabilities relating to the period before the Partnership's initial public offering, (ii) certain title and rights-of-way matters, (iii) the Partnership's failure to have certain necessary governmental consents and permits, (iv) certain tax liabilities relating to the period before the Partnership's initial public offering, (v) the use of the name "OCI", and (vi) assets retained by OCI Enterprises and its affiliates. The summary of the Indemnification Agreement set forth in this Item 1.01 is not complete and is subject to and qualified in its entirety by reference to the full text of the Indemnification Agreement, a copy of which is attached hereto as Exhibit 10.2 and is incorporated by reference in this Item 1.01.

Trademark License Agreement

Further, in connection with the closing of the Transaction, on October 23, 2015, the Partnership entered into a Trademark License Agreement (the " Trademark License Agreement "), among Park Holding A.S. (" Park Holding "), an affiliate of Akkan Enerji ve Madencilik Anonim ªirketi (" Akkan "), Ciner Enterprises Inc. (" Ciner Enterprises "), which is a direct wholly-owned subsidiary of Akkan, Ciner Resources, which is a direct wholly-owned subsidiary of Ciner Enterprises, OCI Wyoming Holding Co., , whose name will be changed shortly after the filing of this current report on Form 8-K to Ciner Wyoming Holding Co. (" Ciner Holding "), which is a direct wholly-owned subsidiary of Ciner Resources, the Partnership, which is a direct subsidiary of Ciner Holding, the General Partner, and OCI Wyoming LLC, which is majority owned by the Partnership. The Trademark License Agreement governs the use of "Ciner" as part of the names used by the Partnership and the other related parties thereto following the Transaction, and as a trademark and service mark, for the Partnership's products and services. The summary of the Trademark License Agreement set forth in this Item 1.01 is not complete and is subject to and qualified in its entirety by reference to the full text of the Trademark License Agreement, a copy of which is attached hereto as Exhibit 10.3 and is incorporated by reference in this Item 1.01.

Item 5.01 Changes in Control of Registrant.

Pursuant to the Share and Asset Purchase Agreement, dated as of July 19, 2015, among OCI Enterprises, the sponsor of the Partnership, Ciner Enterprises Inc. (" Ciner Enterprises ") and Park Holding, a subsidiary of Ciner Group of Istanbul, Turkey, on October 23, 2015, Ciner Enterprises indirectly acquired OCI Enterprises' approximately 73% limited partner interest in the Partnership, as well as 100% of the general partner interests in the General Partner, which owns a 2.0% general partner interest in the Partnership and 100% of the Partnership's incentive distribution rights (the " Transaction "). As a result of the closing of the Transaction, Ciner Enterprises owns indirectly and controls the General Partner, and OCI Enterprises no longer has any direct or indirect ownership interest in the Partnership or the General Partner.

Ciner Enterprises obtained the funds to effect the Transaction and to pay related amounts from an aggregate of $50 million of capital contributions from affiliates of its parent, Akkan, and by borrowing an aggregate of $400 million under

two credit facilities, each dated as of October 5, 2015.

The first credit facility is a $200 million credit facility (as amended and restated or otherwise modified, the " Turkish Credit Facility "), between Akkan, as borrower, and Türkiye Ýþ Bankasý A.Þ. Kozyataði Corporate Branch (" Isbank "), as lender, and certain other persons party thereto. Akkan's obligations under the Turkish Credit Facility are guaranteed by certain affiliates of Akkan (the " Guarantors ") and are secured by certain assets. The Turkish Credit Facility matures on October 22, 2025.

The second credit facility is a $200 million credit facility (as amended and restated or otherwise modified, the " U.S. Credit Facility "), between Ciner Enterprises, as borrower, and Isbank, as lender, and certain other persons party thereto. Ciner Enterprises' obligations under the U.S. Credit Facility are guaranteed by Ciner Resources and Ciner Holding (the " U.S. Guarantors ") along with the Guarantors and are secured by certain assets including the common units of the and subordinated units of the Partnership owned by Ciner Holding. The U.S. Credit Facility matures on October 22, 2025.Pursuant to the Share and Asset Purchase Agreement, dated as of July 19, 2015, among OCI Enterprises, the sponsor of the Partnership, Ciner Enterprises and Park Holding, a subsidiary of Ciner Group of Istanbul, Turkey, on October 23, 2015, Ciner Enterprises indirectly acquired OCI Enterprises' approximately 73% limited partner interest in the Partnership, as well as 100% of the membership interests in the General Partner, which owns a 2.0% general partner interest in the Partnership and 100% of the Partnership's incentive distribution rights (the " Transaction "). As a result of the closing of the Transaction, Ciner Enterprises indirectly owns and controls the General Partner, and OCI Enterprises no longer has any direct or indirect ownership interest in the Partnership or the General Partner.

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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On and effective as of October 23, 2015, in connection with the Transaction, (i) Mark J. Lee and Jae Yong Yang resigned from the board of directors (the " Board ") of the General Partner and (ii) Ceyda Pence (" Ms. Pence ") and Dogan Pence (" Mr. Pence ") were each appointed to the Board, to serve until the earlier of his or her respective removal, death or resignation in accordance with the provisions of the Amended and Restated LLC Agreement of the General Partner, as amended (the " GP LLC Agreement ").

Neither Ms. Pence nor Mr. Pence is an independent director and, as a result, they will not participate in the General Partner's compensation program for non-employee directors, described on page 92 of the Partnership's annual report on Form 10-K for the year ended December 31, 2014, filed on March 6, 2015. Ms. Pence and Mr. Pence, however, will be indemnified by the General Partner pursuant to the GP LLC Agreement and by the Partnership pursuant to the First Amended and Restated Agreement of Limited Partnership of the Partnership, as amended, for actions associated with being a director to the fullest extent permitted under Delaware law.

There is no arrangement or understanding between Ms. Pence or Mr. Pence and any other person pursuant to which Ms. Pence or Mr. Pence was selected to serve as a director of the General Partner. Neither the Partnership nor the Board is aware of transactions in which either Ms. Pence or Mr. Pence has an interest that would require disclosure pursuant to Item 404(a) of Regulation S-K.

Item 7.01 Regulation FD Disclosure.

In connection with the Transaction described in this current report on Form 8-K, the Partnership is expected to change its name to Ciner Resources LP, to be effective on November 5, 2015. On October 26, 2015, OCI Enterprises issued a press release announcing the closing of the Transaction and the related name change of the Partnership. A copy of the press release is furnished as Exhibit 99.1 hereto.

In accordance with General Instruction B.2 to Form 8-K, the information provided under this Item 7.01 and the information attached to this Form 8-K as Exhibit 99.1 shall be deemed to be "furnished" and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the " Exchange Act "), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act except as expressly set forth by specific reference in such filing. The furnishing of the information in this report is not intended to, and does not, constitute a determination or admission by the Partnership that the information in this report is material or complete, or that investors should consider this information before making an investment decision with respect to any security of the Partnership or any of its affiliates.

This Form 8-K and the related exhibits contain forward-looking statements. Statements other than statements of historical facts included in this Form 8-K or the related exhibit that address activities, events or developments that the Partnership expects, believes or anticipates will or may occur in the future are forward-looking statements. These statements contain words such as "possible," "believe," "should," "could," "would," "predict," "plan," "estimate," "intend," "may," "anticipate," "will," "if," "expect" or similar expressions. Such statements are based only on the Partnership's current beliefs, expectations and assumptions regarding the future of the Partnership's business, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of the Partnership's control. The Partnership's actual results and financial condition may differ materially from those implied or expressed by these forward-looking statements. Consequently, you are cautioned not to place undue reliance on any forward-looking statement because no forward-looking statement can be guaranteed. Factors that could cause the Partnership's actual results to differ materially from the results contemplated by such forward-looking statements include: risks and uncertainties surrounding the change in control of the Partnership, including higher than expected Transaction costs, failure to achieve expected synergies, unexpected costs and liabilities resulting from the transaction, changes in general economic conditions, the Partnership's ability to meet its expected quarterly distributions, changes in the Partnership's relationships with its customers, including American Natural Soda Ash Corporation ("ANSAC"), the demand for soda ash and the opportunities for the Partnership to increase its volume sold, the development of glass and glass making product alternatives, changes in soda ash prices, operating hazards, unplanned maintenance outages at the Partnership's production facilities, construction costs or capital expenditures exceeding estimated or budgeted costs or expenditures, the effects of government regulation, tax position, and other risks incidental to the mining, processing, and shipment of trona ore and soda ash, as well as the other factors discussed in the Partnership's Annual Report on Form 10-K for the year ended December 31, 2014, and subsequent reports filed with the Securities and Exchange Commission. All forward-looking statements included in this Form 8-K or the related exhibit are expressly qualified in their entirety by such cautionary statements. Unless required by law, the Partnership undertakes no duty and does not intend to update the forward-looking statements made herein to reflect new information or events or circumstances occurring after the date made. All forward-looking statements speak only as of the date made.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Services Agreement, dated as of October 23, 2015, among the Partnership, the General Partner, and Ciner Resources.
10.2	OCI Indemnification Agreement, dated as of October 23, 2015, among the Partnership, the General Partner and OCI Enterprises.
10.3	Trademark License Agreement, dated as of October 23, 2015, among Park Holdings, Ciner Enterprises, Ciner Resources, Ciner Holding, the General Partner, the Partnership and OCI Wyoming LLC
99.1	Press Release of OCI Enterprises Inc., dated as of October 26, 2015

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

OCI RESOURCES LP

By: OCI Resource Partners LLC,
its General Partner

By: /s/ Nicole C. Daniel
Nicole C. Daniel
Vice President, General Counsel and Secretary

Date: October 26, 2015

EXHIBIT INDEX

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99.1	Press Release of OCI Enterprises Inc., dated as of October 26, 2015

Exhibit 10.1

Execution Version

SERVICES AGREEMENT

by and among

OCI CHEMICAL CORPORATION,

OCI RESOURCE PARTNERS LLC

and

OCI RESOURCES LP

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (the " Agreement ") is entered into on, and effective as of, the Effective Date by and among OCI Chemical Corporation, a Delaware corporation (the " Sponsor "), OCI Resource Partners LLC, a Delaware limited liability company (the " General Partner "), and OCI Resources LP, a Delaware limited partnership (the " Partnership "). The above-named entities are sometimes referred to in this Agreement each as a " Party " and collectively as the " Parties ."

R E C I T A L S:

1. Prior to the Effective Date, OCI Enterprises Inc. (the " Former Sponsor ") owned all of the issued and outstanding capital stock of the Sponsor, which owned all of the issued and outstanding capital stock of OCI Wyoming Holding Co., which owned (i) all of the issued and outstanding membership interest of the General Partner; and (ii) a 72.9% limited partner interest in the Partnership;

2. On the IPO Closing Date, in connection with the closing of its initial public offering, the Partnership entered into that certain Omnibus Agreement (the " Omnibus Agreement ") among the Former Sponsor, the General Partner and the Partnership, by which the parties thereto agreed to (i) certain indemnification obligations; (ii) certain general and administrative services and operation and management services to be performed by the Former Sponsor Entities for and on behalf of the Partnership Group, and the reimbursement obligations of the General Partner and the Partnership related thereto; and (iii) the granting of a sublicense from the Former Sponsor to the Partnership Group and the General Partner;

3. On the Effective Date, Ciner Enterprises Inc., a Delaware corporation, acquired all of the issued and outstanding capital stock of the Sponsor;

4. On the Effective Date, the Former Sponsor, the General Partner and the Partnership amended and restated the Omnibus Agreement to, among other things, terminate the provisions (i) relating to the services and operation and management services to be performed by the Former Sponsor Entities for and on behalf of the Partnership Group, and the reimbursement obligations of the General Partner and the Partnership related thereto (with limited exceptions), and (ii) relating to the granting of a sublicense from the Former Sponsor to the Partnership Group and the General Partner (which sublicense will now be addressed by the Trademark License Agreement referenced directly below);

5. On the Effective Date, OCI Company Ltd. and the Sponsor entered into that certain Trademark License Agreement, which, among other things, grants a license from OCI Company Ltd. to OCI Chemical and certain of its affiliates to use the "OCI" name following the Effective Date; and

6. The Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article II , with respect to certain general and administrative services and operation and management services to be performed by the Sponsor Entities for and

on behalf of the Partnership Group and the reimbursement obligations of the General Partner and the Partnership related thereto following the Effective Date.

In consideration of the premises and the covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I
Definitions

1.1 Definitions . As used in this Agreement, the following terms shall have the respective meanings set forth below:

" Affiliate " means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question.

" Annual Management Fee " is defined in Section 2.3(a) .

" Change of Control " means, with respect to any Person (the " Applicable Person "), any of the following events: (i) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the Applicable Person's assets to any other Person, unless immediately following such sale, lease, exchange or other transfer such assets are owned, directly or indirectly, by the Applicable Person or such Applicable Person owns or controls such other Person; (ii) the dissolution or liquidation of the Applicable Person; (iii) the consolidation or merger of the Applicable Person with or into another Person, other than any such transaction where (a) the outstanding Voting Securities of the Applicable Person are changed into or exchanged for Voting Securities of the surviving Person or its parent and (b) the holders of the Voting Securities of the Applicable Person immediately prior to such transaction own, directly or indirectly, not less than a majority of the outstanding Voting Securities of the surviving Person or its parent immediately after such transaction; and (iv) a "person" or "group" (within the meaning of Sections 13(d) or 14(d)(2) of the Exchange Act), other than the Sponsor or its Affiliates, being or becoming the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of more than 50% of all of the then outstanding Voting Securities of the Applicable Person, except in a merger or consolidation that would not constitute a Change of Control under clause (iii) above.

" Common Units " is defined in the Partnership Agreement.

" Conflicts Committee " is defined in the Partnership Agreement.

" Contribution Agreement " means that certain Contribution, Assignment and Assumption Agreement, dated as of the IPO Closing Date, among OCI Wyoming Co., the Partnership, the General Partner, OCI Wyoming Holding Co. and the Sponsor, together with the additional conveyance documents and instruments contemplated or referenced thereunder.

" Control ," " is controlled by " or " is under common control with " means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of Voting Securities, by contract, or otherwise.

" Effective Date " means October 23, 2015.

" Exchange Act " means the Securities Exchange Act of 1934, as amended.

" Former Sponsor " is defined in the Recitals to this Agreement.

" Former Sponsor Entities " means the Former Sponsor and any Person controlled, directly or indirectly, by the Former Sponsor other than the General Partner or a member of the Partnership Group between the IPO Closing Date and the Effective Date.

" General Partner " is defined in the introduction to this Agreement.

" GP Board " means the board of directors of the General Partner.

" IPO Closing Date " means September 18, 2013.

" Limited Partner " is defined in the Partnership Agreement.

" MLP Credit Agreement " means that certain credit agreement, dated as of July 18, 2013, as amended on October 30, 2014, among OCI Resources LP (as predecessor to the Partnership), Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and the other lenders party thereto (as same may be further amended, restated, amended and restated, supplemented or otherwise modified or extended, replaced or refinanced from time to time).

" Omnibus Agreement " is defined in the Recitals to this Agreement.

" Opco Credit Agreement " means that certain credit agreement, dated as of July 18, 2013, as amended on October 30, 2014, among OCI Wyoming LLC (as predecessor to OCI Wyoming LLC), Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and the other lenders party thereto (as same may be further amended, restated, amended and restated, supplemented or otherwise modified or extended, replaced or refinanced from time to time).

" Partnership " is defined in the introduction to this Agreement.

" Partnership Agreement " means the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of the IPO Closing Date, as amended on May 2, 2014, and as same may be further amended from time to time, to which reference is hereby made for all purposes of this Agreement.

" Partnership Assets " means the assets conveyed, contributed or otherwise transferred, directly or indirectly (including through the transfer of equity interests), or intended to be conveyed, contributed or otherwise transferred, to the Partnership Group pursuant to the Contribution Agreement,

including, without limitation, mining rights, mining and processing facilities and equipment relating thereto, offices and related equipment and real estate.

" Partnership Group " means the Partnership and its Subsidiaries treated as a single consolidated entity.

" Party " and " Parties " are defined in the introduction to this Agreement.

" Person " means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

" Proposed MLP Budget " is defined in Section 2.3(a) .

" Proposed Wyoming Budget " is defined in Section 2.3(c) .

" Service Provider " means the Sponsor and each of the Sponsor Entities providing SG&A Services to the Partnership Group, as applicable.

" SG&A Services " is defined in Section 2.1 .

" Sponsor Entities " means the Sponsor and any Person controlled, directly or indirectly, by the Sponsor other than the General Partner or a member of the Partnership Group; and " Sponsor Entity " means any of the Sponsor Entities.

" Sponsor " is defined in the introduction to this Agreement.

" Subsidiary " means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

" Third Party Costs " means any actual costs and expenses incurred by the Sponsor or the Sponsor Entities in connection with SG&A Services provided to the Partnership Group by any Person (including, without limitation, any outside vendors providing audit services, legal services, or other services) other than the Sponsor or any of the Sponsor Entities.

" Transition Period " means the period of time that commences on the Effective Date and ends at 11:59 p.m., Atlanta, Georgia time on December 31, 2015.

" Voting Securities " of a Person means securities of any class of such Person entitling the holders thereof to vote in the election of, or to appoint, members of the board of directors or other similar governing body of the Person.

" Wyoming LLC Agreement " is defined in Section 2.3(c) .

ARTICLE II
Services

2.1 Agreement to Provide Selling, Marketing, General and Administrative Services . Until such time as this Agreement is terminated as provided in Section 3.4 , the Sponsor hereby agrees in good faith to use its reasonable efforts to provide and to, in good faith, use its reasonable efforts to cause the Sponsor Entities to provide the Partnership Group with certain corporate, selling, marketing, general and administrative services, such as accounting, audit, billing, business development, selling, marketing, corporate record keeping, treasury services, cash management and banking, engineering, logistics, legal, planning, budgeting, investor relations, risk management, information technology, insurance administration and claims processing, regulatory compliance and government relations, tax, payroll, human resources and environmental, health and safety, including without limitation permit filing, support for permit filing and maintenance and any other services upon which the Parties mutually agree should be performed by the Sponsor Entities for the Partnership Group during the term of this Agreement (collectively, the " SG&A Services "). The Sponsor shall, in good faith, use its reasonable efforts to provide, and to, in good faith use its reasonable efforts to, cause the Sponsor Entities to provide the Partnership Group with such SG&A Services in a manner consistent in nature and quality to the services of such type previously provided by the Former Sponsor Entities in connection with their management of the Partnership Assets.

2.2 Payment for SG&A Services . Subject to and in accordance with the terms and provisions of this Article II , the Partnership hereby agrees to pay the Sponsor Entities the Annual Management Fee and reimburse the Sponsor Entities for all Third Party Costs incurred by the Sponsor Entities in connection with the provision of the SG&A Services to the Partnership Group. Such payments and reimbursement are intended to reimburse the Sponsor Entities for all direct and indirect costs and expenses incurred by the Sponsor Entities in connection with providing the SG&A Services, including but not limited to the following:

(a) any payments or expenses incurred for insurance coverage, including allocable portions of premiums, and negotiated instruments (including surety bonds and performance bonds) provided by underwriters with respect to the Partnership Assets or the business of the Partnership Group;

(b) an allocated portion of salaries and related benefits (including 401(k), pension, bonuses and health insurance benefits) and expenses of personnel employed by the Sponsor Entities who render SG&A Services to the Partnership Group, plus general and administrative expenses associated with such personnel;

(c) any taxes or other direct operating expenses paid by the Sponsor Entities for the benefit of the Partnership Group (including any state income, franchise or similar tax paid by the Sponsor Entities resulting from the inclusion of the Partnership Group in a combined or consolidated state income, franchise or similar tax report with the Sponsor Entities as required by applicable law as opposed to the flow through of income attributable to the Sponsor Entities' ownership interest in the Partnership Group), *provided, however* , that the amount of any such reimbursement shall be limited to the tax that the Partnership Group would have paid had it not been included in a combined or consolidated group with the Sponsor Entities; and

(d) all expenses and expenditures incurred by the Sponsor Entities as a result of the Partnership continuing as a publicly traded entity, including costs associated with annual and quarterly reports, tax return and Schedule K-1 preparation and distribution, auditor fees, partnership governance and compliance, registrar and transfer agent fees, legal fees and independent director compensation; it being agreed, however, that to the extent any reimbursable costs or expenses incurred by the Sponsor Entities consist of an allocated portion of costs and expenses incurred by the Sponsor Entities for the benefit of both the Partnership Group and the other Sponsor Entities, such allocation shall be made on a reasonable cost reimbursement basis as determined by the Sponsor.

(e) The Partnership shall pay (i) all fees, commissions and other costs in connection with the MLP Credit Agreement and its proportionate share (as a member of OCI Wyoming LLC) of fees, commissions and other costs in connection with the Opco Credit Agreement to the extent such costs are not borne by OCI Wyoming LLC, including amounts due at or in connection with the execution or closing of any amendments, waivers, supplements or modifications to the MLP Credit Agreement and the Opco Credit Agreement and all ongoing fees, costs and expenses, and (ii) all fees, commissions and issuance costs and expenses due in connection with any future debt financing arrangements of the Partnership, including any arrangements entered into by the Partnership for the purpose of replacing or refinancing the MLP Credit Agreement and its proportionate share (as a member of OCI Wyoming LLC) of fees, commissions and other costs and expenses in connection with any future debt financing arrangements of OCI Wyoming LLC, including any arrangements entered into by OCI Wyoming LLC for the purpose of replacing or refinancing the Opco Credit Agreement to the extent such costs are not borne by OCI Wyoming LLC.

2.3 Annual Budgets .

(a) By October 31 of each year during the term of this Agreement, the Sponsor shall submit a proposed budget to the Partnership for all direct and indirect costs and expenses that the Sponsor Entities reasonably expect to incur in connection with the provision of the SG&A Services to the Partnership Group (other than OCI Wyoming LLC) pursuant to Section 2.1 during the succeeding calendar year, including, without limitation, estimates of Third Party Costs and performance-based cash and equity awards in connection with providing SG&A Services to the Partnership pursuant to any of the Sponsor's performance-based cash or equity award plans, if any, assuming payout at target (the " Proposed MLP Budget "). The Proposed MLP Budget shall include salaries, bonuses, rental payments, permit filing and maintenance costs and expenses. Following

the submission by the Sponsor of the Proposed MLP Budget for a calendar year, the GP Board shall undertake to review the Proposed MLP Budget as promptly as reasonably practicable, and the Sponsor shall respond to any reasonable inquiries of the GP Board with respect to such Proposed MLP Budget and shall make any adjustments to same as are agreed in good faith between the Sponsor and the GP Board to be appropriate, such agreement not to be unreasonably withheld by either Party. If the Sponsor agrees to adjust the Proposed MLP Budget, then the resulting amount, less any estimated Third Party Costs, shall become the management fee for the succeeding calendar year; provided, that if the Sponsor, in good faith, does not agree to adjust the Proposed MLP Budget, then the Proposed MLP Budget as proposed by the Sponsor, less any estimated Third Party Costs, shall become the management fee for the succeeding calendar year on December 31 of each year. The annual management fee as determined pursuant to the immediately preceding sentence (and as adjusted pursuant to Section 2.3(b) if applicable) shall be the " Annual Management Fee ."

(b) On a quarterly basis during the term of this Agreement, the Sponsor shall inform the Partnership of the direct and indirect costs and expenses incurred by the Sponsor Entities in connection with the provision of SG&A Services during such quarter. If such costs and expenses are greater than or lesser than the Annual Management Fee payment made during a quarter pursuant to Section 2.4(a) , then the Annual Management Fee for such quarter shall be adjusted to account for the full amount of such excess or such shortfall. The Sponsor shall provide reasonably satisfactory support of such excess or such shortfall and such other supporting detail as the GP Board may reasonably request.

(c) By October 31 of each year during the term of this Agreement, the Sponsor shall submit a proposed budget to the Partnership for all direct and indirect costs and expenses that the Sponsor Entities reasonably expects to incur on behalf of OCI Wyoming LLC in connection with its operations during the succeeding calendar year (the " Proposed Wyoming Budget ") pursuant to the Limited Liability Company Agreement of OCI Wyoming LLC, dated as of June 30, 2014, by and between the Partnership and NRP Trona LLC (the " Wyoming LLC Agreement "). Following the submission by the Sponsor of the Proposed Wyoming Budget for a calendar year, the GP Board shall undertake to review the Proposed Wyoming Budget as promptly as reasonably practicable, and the Sponsor shall respond to any reasonable inquiries of the GP Board with respect to such Proposed Wyoming Budget and shall make any adjustments to same as are agreed in good faith between the Sponsor and the GP Board to be appropriate, such agreement not to be unreasonably withheld by either Party. If the Sponsor agrees to adjust the Proposed Wyoming Budget, then the Proposed Wyoming Budget, as adjusted, shall be provided to the current members of OCI Wyoming LLC in accordance with the provisions of the Wyoming LLC Agreement; provided, that if the Sponsor, in good faith, does not agree to adjust the Proposed Wyoming Budget, then the Proposed Wyoming Budget as proposed by the Sponsor shall be submitted to the current members of OCI Wyoming LLC in accordance with the provisions of the Wyoming LLC Agreement no later than December 1 of each year.

2.1 Billing Procedures .

(a) Not later than April 15 with respect to the first fiscal quarter, July 15 with respect to the second fiscal quarter, October 15 with respect to the third fiscal quarter, and January 15 with

respect to the fourth fiscal quarter, commencing with the first fiscal quarter of 2016, the Partnership shall pay the Sponsor for one fourth (1/4) of the total amount of the current year's Annual Management Fee.

(b) For SG&A Services performed during the Transition Period, the Partnership shall reimburse the Sponsor Entities for all direct and indirect costs and expenses (including Third Party Costs) incurred by the Sponsor Entities in connection with the provision of such SG&A Services to the Partnership Group, no later than the later of (a) the last day of the month following the performance month, and (b) thirty (30) business days following the date of the Sponsor Entities' billing to the Partnership.

(c) Not later than April 30 with respect to the first fiscal quarter, July 31 with respect to the second fiscal quarter, October 31 with respect to the third fiscal quarter, and January 31 with respect to the fourth fiscal quarter, the Sponsor shall provide the Partnership with an invoice detailing all Third Party Costs incurred during the applicable preceding fiscal quarter. No later than thirty (30) calendar days after the Partnership's receipt of the invoice for the applicable fiscal quarter, commencing with the first fiscal quarter of 2016, the Partnership shall reimburse the Sponsor for such Third Party Costs, subject to the GP Board's review of such Third Party Costs.

(d) Not later than January 31 of each year during the term of this Agreement, commencing in 2017, the Sponsor shall submit to the Partnership a report detailing all performance-based cash and equity awards granted during the preceding calendar year and paid by the Sponsor in connection with providing SG&A Services to the Partnership pursuant to any of the Sponsor's performance-based cash or equity award plans, if any. If the amount paid by the Sponsor for such awards exceeded the amount budgeted for such awards in the preceding year's Annual Management Fee, then the Partnership shall pay the Sponsor for the excess amount. If the amount paid by the Sponsor for such awards was less than the amount budgeted for such awards in the preceding year's Annual Management Fee, then the Sponsor shall pay the Partnership for the excess amount. Payment pursuant to this Section 2.4(d) shall be due no later than thirty (30) calendar days following of receipt by the Partnership of the report by the Sponsor.

(e) All payments owed by either the Sponsor or the Partnership pursuant to this Section 2.4 may be accomplished by inter-company accounting procedures, transfers and offsets against other amounts owed.

2.5 Maintenance of Accounts and Records .

(a) The Service Provider shall maintain accurate accounts of all expenses, costs and liabilities accrued or incurred by it in performing the SG&A Services. The Service Provider shall maintain any operations-related information that normally would be included as part of such accounting documentation.

(b) The Service Provider shall (i) maintain copies of (A) all invoices, operating and maintenance records and other documentation relating to the costs and expenses of the SG&A Services and (B) all other records relating to the SG&A Services as required by applicable law and (ii) at the reasonable written request of the Partnership, make available to the Partnership, at the

Service Provider's offices, copies of each such invoice, document or record within ten (10) calendar days after the Service Provider's receipt of such request from the Partnership; provided, that such access shall not interfere or disrupt the business of the Service Provider.

(c) The Service Provider agrees to use commercially reasonable efforts to retain all books, payroll information and records pertaining to the Partnership Assets and all SG&A Services performed hereunder for a period of not less than three (3) calendar years following the end of the calendar year in which the SG&A Services are performed or any longer period required by applicable law.

ARTICLE III
Miscellaneous

3.1 Choice of Law; Submission to Jurisdiction . This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each Party hereby submits to the jurisdiction of the state and federal courts in the State of New York and to venue in the state and federal courts in The City of New York, New York.

3.2 Notice . All notices or requests or consents provided for by, or permitted to be given pursuant to, this Agreement must be in writing and must be given by depositing same in the United States mail, addressed to the Person to be notified, postage-paid, and registered or certified with return receipt requested or by delivering such notice in person, by overnight delivery service or by facsimile to such Party. Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All notices to be sent to a Party pursuant to this Agreement shall be sent to or made at the address set forth below or at such other address as such Party may stipulate to the other Parties in the manner provided in this Section 3.2 .

If to the Sponsor Entities:

OCI Chemical Corporation
c/o Park Holding A.S.
Pasalimani Cad. No: 41,34674
Uskudar, Istanbul, Turkey
Attention: Ceyda Pence
Telephone: +90 216 531 2550
Telecopy: +90 216 531 2444

If to the Partnership:

OCI Resources LP
c/o OCI Resource Partners LLC, its General Partner
Five Concourse Parkway
Suite 2500
Atlanta, Georgia 30328

Attn: General Counsel
Telephone: 707-375-2300

3.3 Entire Agreement . This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.

3.4 Termination of Agreement . Notwithstanding any other provision of this Agreement, if a Change of Control of the General Partner, the Sponsor or the Partnership occurs, then this Agreement may at any time thereafter be terminated by the Sponsor or the Partnership by written notice to the other Parties.

3.5 Amendment or Modification . This Agreement may be amended or modified from time to time only by the written agreement of all the Parties hereto; *provided, however* , that the Partnership may not, without the prior approval of the Conflicts Committee, agree to any amendment or modification of this Agreement that, in the reasonable discretion of the General Partner, would be adverse in any material respect to the holders of Common Units. Each such instrument shall be reduced to writing and shall be designated on its face an "Amendment" or an "Addendum" to this Agreement.

3.6 Assignment . No Party shall have the right to assign its rights or obligations under this Agreement without the consent of the other Parties hereto.

3.7 Counterparts . This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart hereof.

3.8 Severability . If any provision of this Agreement shall be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

3.9 Further Assurances . In connection with this Agreement and all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

3.10 Interpretation . For all purposes of this Agreement, the words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation".

3.11 Rights of Limited Partners . The provisions of this Agreement are enforceable solely by the Parties to this Agreement, and no Limited Partner of the Partnership shall have the right, separate and apart from the Partnership, to enforce any provision of this Agreement or to compel any Party to this Agreement to comply with the terms of this Agreement.

IN WITNESS WHEREOF , the Parties have executed this Agreement on, and effective as of, the Effective Date.

OCI CHEMICAL CORPORATION

By: /s/Kirk H. Milling
Name: Kirk H. Milling
Title: President and Chief Executive Officer

OCI RESOURCE PARTNERS LLC

By: /s/Kirk H. Milling
Name: Kirk H. Milling
Title: President and Chief Executive Officer

OCI RESOURCES LP

By: OCI RESOURCE PARTNERS LLC,
its general partner

By: /s/Kirk H. Milling
Name: Kirk H. Milling
Title: President and Chief Executive Officer

Exhibit 10.2

Execution Version

OCI INDEMNIFICATION AGREEMENT

by and among

OCI ENTERPRISES INC.,

OCI RESOURCE PARTNERS LLC

and

OCI RESOURCES LP

OCI INDEMNIFICATION AGREEMENT

This **OCI INDEMNIFICATION AGREEMENT** (the " Agreement ") is entered into on, and effective as of, October 23, 2015 (the " Effective Date ") by and among OCI Enterprises Inc., a Delaware corporation (the " Sponsor "), OCI Resource Partners LLC, a Delaware limited liability company (the " General Partner "), and OCI Resources LP, a Delaware limited partnership (the " Partnership "). The above-named entities are sometimes referred to in this Agreement each as a " Party " and collectively as the " Parties ."

R E C I T A L S:

1. On the IPO Closing Date, in connection with the closing of its initial public offering, the Partnership entered into that certain Omnibus Agreement (the " Omnibus Agreement ") among the Sponsor, the General Partner and the Partnership, by which the parties agreed to (i) certain indemnification obligations; (ii) certain general and administrative services and operation and management services to be performed by the Sponsor Entities for and on behalf of the Partnership Group, and the reimbursement obligations of the Partnership related thereto; and (iii) the granting of a sublicense from the Sponsor to the Partnership Group and the General Partner;

2. Effective as of the Effective Date, Ciner Enterprises Inc. acquired all of the issued and outstanding capital stock of OCI Chemical Corporation (the " Acquisition "); and

3. The Parties desire by their execution of this Agreement to amend and restate, and rename, the Omnibus Agreement in its entirety as set forth herein and have received prior approval of this Agreement from the Conflicts Committee as required by Section 5.5 of the Omnibus Agreement.

In consideration of the premises and the covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I
Definitions

1.1 Definitions . As used in this Agreement, the following terms shall have the respective meanings set forth below:

" Acquisition " is defined in the recitals to this Agreement.

" Common Units " is defined in the Partnership Agreement.

" Contribution Agreement " means that certain Contribution, Assignment and Assumption Agreement, dated as of the IPO Closing Date, among OCI Wyoming Co., the Partnership, the General Partner, OCI Wyoming Holding Co. and OCI Chemical Corporation, together with the additional conveyance documents and instruments contemplated or referenced thereunder.

" Controlled " means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of Voting Securities, by contract, or otherwise.

" Covered Environmental Losses " means any and all Losses (including, without limitation, the costs and expenses associated with any Environmental Activity or of any necessary environmental or toxic tort pre-trial, trial or appellate legal or litigation work) to the extent arising out of:

(a) any violation or correction of a violation of any Environmental Law related to ownership or operation of the Partnership Assets;

(b) any event, circumstance, action, omission, condition or matter that has an adverse impact on the environment and is associated with or arising from the ownership or operation of the Partnership Assets (including, without limitation, the presence of Hazardous Substances at, on, under, about or migrating from the Partnership Assets);

(c) any exposure to or the presence or Release of Hazardous Substances at or arising out of the ownership or operation of Partnership Assets (including at non-Partnership Asset locations); and

(d) the off-site storage, treatment, recycling, transportation, disposal or arrangement for disposal (collectively " Off-Site Management ") of Hazardous Substances generated by or used in the ownership or operation of the Partnership Assets.

" Environmental Activity " means any investigation, study, assessment, evaluation, sampling, testing, monitoring, containment, removal, disposal, closure, corrective action, remediation (whether active or passive), natural attenuation, restoration, bioremediation, response, repair, cleanup or abatement that is required by any Environmental Law, including, without limitation, the establishment of institutional or engineering controls and the performance of or participation in a supplemental environmental project in partial or whole mitigation of a fine or penalty.

" Environmental Laws " means all federal, state, and local laws, statutes, rules, regulations, orders, ordinances, judgments, codes, injunctions, decrees, Environmental Permits and other legally enforceable requirements and rules of common law applicable to the Partnership Assets and relating to (a) pollution or protection of the environment or natural resources, (b) any Release or threatened Release of, or any exposure of any Person or property to, any Hazardous Substance and (c) the generation, manufacture, processing, distribution, use, treatment, storage, transport or handling of any Hazardous Substance, including, without limitation, the federal Comprehensive Environmental Response, Compensation, and Liability Act, the Superfund Amendments Reauthorization Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Federal Water Pollution Control Act, the Toxic Substances Control Act, the Oil Pollution Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act and other environmental conservation and protection laws, each as amended through and existing on the IPO Closing Date.

“ Environmental Permits ” means any permit, approval, identification number, license, registration, certification, consent, exemption, variance or other authorization required under or issued pursuant to any Environmental Law.

“ General Partner ” is defined in the introduction to this Agreement.

“ Hazardous Substance ” means (a) any substance that is designated, defined or classified as a hazardous waste, solid waste, hazardous material, pollutant, contaminant or toxic or hazardous substance, or terms of similar meaning, or that is otherwise regulated under any Environmental Law, including, without limitation, any hazardous substance as such term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, (b) petroleum, petroleum products, natural gas, crude oil, gasoline, fuel oil, motor oil, waste oil, diesel fuel, jet fuel and other petroleum hydrocarbons, whether refined or unrefined, and (c) radioactive materials, asbestos, whether in a friable or a non-friable condition, and polychlorinated biphenyls.

“ Indemnified Party ” means either one or more members of the Partnership Group or one or more Sponsor Entities, as the case may be, each in its capacity as a party entitled to indemnification in accordance with Article III hereof.

“ Indemnifying Party ” means either one or more members of the Partnership Group or the Sponsor, as the case may be, each in its capacity as a party from whom indemnification may be required in accordance with Article III hereof.

“ License ” means the license granted pursuant to Section 4.1 of the Omnibus Agreement.

“ IPO Closing Date ” means September 18, 2013.

“ Limited Partner ” is defined in the Partnership Agreement.

“ Losses ” means, subject to the provisions of Section 3.5(e) , all losses, damages, liabilities, injuries, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses of any and every kind or character (including, without limitation, court costs and reasonable attorneys’ and experts’ fees).

“ Omnibus Agreement ” is defined in the Recitals to this Agreement.

“ Partnership ” is defined in the introduction to this Agreement.

“ Partnership Agreement ” means the First Amended and Restated Agreement of Limited Partnership of OCI Resources LP, dated as of the IPO Closing Date, as amended on May 2, 2014, and as same may be further amended from time to time, to which reference is hereby made for all purposes of this Agreement.

“ Partnership Assets ” means the assets conveyed, contributed or otherwise transferred, directly or indirectly (including through the transfer of equity interests), or intended to be conveyed, contributed or otherwise transferred, to the Partnership Group pursuant to the Contribution Agreement,

including, without limitation, mining rights, mining and processing facilities and equipment relating thereto, offices and related equipment and real estate.

" Partnership Group " means the Partnership and its Subsidiaries treated as a single consolidated entity.

" Party " and " Parties " are defined in the introduction to this Agreement.

" Person " means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

" Release " means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, migrating, injecting, escaping, leaching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles).

" Retained Assets " means the assets and investments owned by the Sponsor Entities as of the IPO Closing Date that were not conveyed, contributed or otherwise transferred to the Partnership Group pursuant to the Contribution Agreement or otherwise; *provided, however* , that any Retained Asset shall cease to be a Retained Asset upon its conveyance, contribution or transfer to the Partnership Group after the date hereof.

" SAPA " means that certain Share and Asset Purchase Agreement, dated July 19, 2015, by and among OCI Enterprises Inc., Ciner Enterprises Inc. and Park Holding A.S., as the same may be amended, modified, supplemented or waived from time to time.

" Sponsor Entities " means the Sponsor and any Person Controlled, directly or indirectly, by the Sponsor other than the General Partner or a member of the Partnership Group; and " Sponsor Entity " means any of the Sponsor Entities.

" Sponsor " is defined in the introduction to this Agreement.

" Subsidiary " means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

" Transition Expenses " means expenses of the General Partner and the Partnership Group to the extent reasonably incurred in connection with the transition by the General Partner and the Partnership Group to conduct operations under a new sponsor subsequent to the Acquisition, including but not limited to, third party costs relating to changing entity names and rebranding, and similar expenses to the extent incurred as a result of the Acquisition during the twelve-month period following the Effective Date, in each case, evidenced by written receipts of such expense in form and substance reasonably acceptable to the Sponsor.

" Voting Securities " of a Person means securities of any class of such Person entitling the holders thereof to vote in the election of, or to appoint, members of the board of directors or other similar governing body of the Person.

ARTICLE II
Representations and Warranties

2.1 Representations and Warranties by the Sponsor . The Sponsor represents and warrants that as of the Effective Date:

(a) The Sponsor is not aware of any breach by the General Partner, the Partnership, or the Sponsor of any provision of the Omnibus Agreement;

(b) Except for those amounts due for services performed under Article III of the Omnibus Agreement for the period beginning on June 1, 2015 and ending on the Effective Date but subject in all respects to the agreed upon restrictions and limitations on the payment of such amounts set forth in Section 5.16 of the SAPA, the General Partner and the Partnership have fully paid all amounts due to the Sponsor pursuant to the Omnibus Agreement (after giving effect to Section 5.16 of the SAPA); and

(c) The Sponsor is not aware of any pending claims against the General Partner and has no knowledge of any facts or circumstances that could or would give rise to a claim (including, without limitation, any claim for indemnification pursuant to Section 2.3 of the Omnibus Agreement as of the Effective Date) against the General Partner or the Partnership.

2.2 Representations and Warranties by the General Partner and the Partnership . Each of the General Partner and the Partnership represents and warrants that as of the Effective Date:

(a) It is not aware of any breach by either the General Partner or the Partnership of any provision of the Omnibus Agreement; and

(b) Except for those amounts due for services performed under Article III of the Omnibus Agreement for the period beginning on June 1, 2015 and ending on the Effective Date but subject in all respects to the agreed upon restrictions and limitations on the payment of such amounts set forth in Section 5.16 of the SAPA, the General Partner and the Partnership have fully paid all amounts due to the Sponsor pursuant to the Omnibus Agreement (after giving effect to Section 5.16 of the SAPA).

ARTICLE III
Indemnification

3.1 Environmental Indemnification by Sponsor .

(c) Subject to the provisions of Sections 3.4 and 3.5 , the Sponsor shall indemnify, defend and hold harmless the Partnership Group from and against any Covered Environmental Losses suffered or incurred by the Partnership Group and relating to the Partnership Assets to the extent that the event, action, omission, violation, exposure, Release or Off-Site Management giving rise to such Covered Environmental Losses occurred on or prior to the IPO Closing Date.

(d) Notwithstanding the foregoing, in no event shall the Sponsor have any indemnification obligations under this Agreement with respect to any claims based on additions to or modifications of Environmental Laws enacted or promulgated on or after the IPO Closing Date.

3.2 Additional Indemnification . In addition to and not in limitation of the indemnification provided under Section 3.1(a) , subject to the provisions of Sections 3.4 and 3.5 , the Sponsor shall indemnify, defend and hold harmless the Partnership Group from and against any Losses suffered or incurred by the Partnership Group and related to or arising out of or in connection with:

(a) any failure of the Partnership Group to be the owner on the IPO Closing Date of valid and indefeasible easement rights, rights-of-way, leasehold and/or fee ownership interests in and to the lands on which any Partnership Assets are located to the extent that such failure renders the Partnership Group liable to a third party or unable to use or operate the Partnership Assets in substantially the same manner as they were used or operated by the Sponsor Entities immediately prior to the IPO Closing Date;

(b) any failure of the Partnership Group to have on the IPO Closing Date any consent, license or governmental permit or waiver necessary to allow the Partnership Group to use or operate the Partnership Assets in substantially the same manner that the Partnership Assets were used and operated by the Sponsor Entities immediately prior to the IPO Closing Date;

(c) any federal, state or local income tax liabilities attributable to the ownership or operation of the Partnership Assets prior to the IPO Closing Date, including (i) any income tax liabilities of the Sponsor Entities that may result from the consummation of the formation transactions for the Partnership Group and (ii) any income tax liabilities arising under Treasury Regulation Section 1.1502-6 and any similar provision of applicable state, local or foreign law, or by contract, as successor, transferee or otherwise, and which income tax liability is attributable to having been a member of any consolidated, combined or unitary group prior to the IPO Closing Date;

(d) the use of "OCI" as part of the Partnership's or any of its Subsidiaries' corporate name, company name or partnership name, as the case may be, and as a trademark and service mark or as part of a trademark or service mark for such entity's products and services, or the possession or use of the License; and

(e) any event or condition associated with the Retained Assets, whether occurring before, on or after the IPO Closing Date.

3.3 [Intentionally Omitted.]

3.4 Limitations Regarding Indemnification.

(a) The indemnification obligations set forth in Sections 3.1(a) , 3.2(a) , 3.2(b) and 3.2(d) shall terminate on September 18, 2016, and the indemnification obligation set forth in Section 3.2(c) shall terminate on the sixtieth (60 th) day after the termination of any applicable statute of limitations; *provided, however* , that any such indemnification obligation with respect to a Loss shall survive the time at which it would otherwise expire pursuant to this Section 3.4(a) if notice of such Loss is properly given to the Sponsor prior to such time. The indemnification obligations set forth in Section 3.2(e) shall survive indefinitely.

(b) The aggregate liability of the Sponsor under Section 3.1(a) shall not exceed $10,000,000.

(c) No claims may be made against the Sponsor for indemnification pursuant to Section 3.1(a) unless the aggregate dollar amount of the Losses suffered or incurred by the Partnership Group exceeds $500,000, after which the Sponsor shall be liable only for the amount of such claims in excess of $500,000, subject to the limitations of Sections 3.4(a) and 3.4(b) .

(d) In no event shall the Sponsor be obligated to the Partnership Group under Section 3.1(a) or Sections 3.2(a) , 3.2(b) , 3.2(c) or 3.2(d) for any Losses or income tax liabilities to the extent (i) such Losses or liabilities are reserved for in the Partnership Group's financial statements as of December 31, 2012, (ii) any insurance proceeds are realized by the Partnership Group, such correlative benefit to be net of any incremental insurance premium that becomes due and payable by the Partnership Group as a result of such claim, or (iii) any amounts are recovered by the Partnership Group from third persons.

3.5 Indemnification Procedures .

(a) The Indemnified Party agrees that promptly after it becomes aware of facts giving rise to a claim for indemnification under this Article III , it shall provide notice thereof in writing to the Indemnifying Party, specifying the nature of and specific basis for such claim; *provided, however* , that the Indemnified Party shall not submit claims more frequently than once each calendar quarter (or twice, in the case of the calendar quarter in which the applicable indemnity coverage under this Agreement expires) unless such Indemnified Party believes in good faith that such a delay in notice to the Indemnifying Party would cause actual prejudice to the Indemnifying Party's ability to defend against the applicable claim. Notwithstanding anything in this Article III to the contrary, a delay by the Indemnified Party in notifying the Indemnifying Party shall not relieve the Indemnifying Party of its obligations under this Article III , except to the extent that such failure shall have caused actual prejudice to the Indemnifying Party's ability to defend against the applicable claim.

(b) The Indemnifying Party shall have the right to control all aspects of the defense of (and any counterclaims with respect to) any claims brought against the Indemnified Party that are covered by the indemnification under this Article III , including, without limitation, the selection of counsel, the determination of whether to appeal any decision of any court and the settlement of any such matter or any issues relating thereto; *provided, however* , that no such settlement shall be entered into without the written consent of the Indemnified Party unless it does not include any admission of fault, culpability or a failure to act, by or on behalf of such Indemnified Party.

(c) The Indemnified Party agrees to cooperate fully with the Indemnifying Party with respect to all aspects of the defense of any claims covered by the indemnification under this Article III , including, without limitation, the prompt furnishing to the Indemnifying Party of any correspondence or other notice relating thereto that the Indemnified Party may receive, permitting the name of the Indemnified Party to be utilized in connection with such defense, the making available to the Indemnifying Party of any files, records or other information of the Indemnified Party that the Indemnifying Party considers relevant to such defense and the making available to the Indemnifying Party, at no cost to the Indemnifying Party, of any employees of the Indemnified Party; *provided, however* , that in connection therewith, the Indemnifying Party agrees to use commercially reasonable efforts to minimize the impact thereof on the operations of the Indemnified Party and further agrees to maintain the confidentiality of all confidential files, records and other information furnished by the Indemnified Party pursuant to this Section 3.5 . In no event shall the obligation of the Indemnified Party to cooperate with the Indemnifying Party as set forth in the immediately preceding sentence be construed as imposing upon the Indemnified Party an obligation to hire and pay for counsel in connection with the defense of any claims covered by the indemnification set forth in this Article III ; *provided, however* , that the Indemnified Party may, at its own option, cost and expense, hire and pay for counsel in connection with any such defense. The Indemnifying Party agrees to keep any such counsel hired by the Indemnified Party reasonably informed as to the status of any such defense, but the Indemnifying Party shall have the right to retain sole control over such defense.

(d) The date on which the Indemnifying Party receives notification of a claim for indemnification shall determine whether such claim is timely made.

(e) Notwithstanding anything herein to the contrary, in no event shall any party's indemnification obligation hereunder cover or include consequential, indirect, incidental, punitive, exemplary, special or similar damages or lost profits suffered by any other party entitled to indemnification under this Agreement. The Indemnified Party hereby agrees to use commercially reasonable efforts to realize any applicable insurance proceeds or amounts recoverable under contractual indemnities; *provided, however* , that the costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) of the Indemnified Party in connection with such efforts shall be promptly reimbursed by the Indemnifying Party.

(f) To the extent that the Indemnifying Party has made any indemnification payment hereunder in respect of a claim for which the Indemnified Parties have asserted a related claim for insurance proceeds or under a contractual indemnity, the Indemnifying Party shall be subrogated

to the rights of the Indemnified Party to receive the proceeds of such insurance or contractual indemnity.

3.6 Waiver and Release .

(a) The Sponsor hereby waives and releases any and all breaches of the provisions of the Omnibus Agreement by the General Partner or the Partnership and any claim it may have against the General Partner or the Partnership pursuant to the provisions of the Omnibus Agreement as of the Effective Date.

(b) Each of the General Partner and Partnership hereby waives and releases any and all breaches of the provisions of the Omnibus Agreement by the Sponsor and any claim it may have against the Sponsor pursuant to the provisions of the Omnibus Agreement as of the Effective Date; provided, that, for the avoidance of doubt, nothing in this Section 3.6(b) shall limit or restrict (x) the indemnification rights of the Partnership Group set forth in Article III of this Agreement, or (y) the rights of the General Partner and the Partnership to assert any claim against the Sponsor as a result of, in connection with, or arising from any breach of or inaccuracy in any of the representations or warranties made by the Sponsor in Article II of this Agreement.

ARTICLE IV
Miscellaneous

4.1 Final Payment Under Omnibus Agreement . Until all amounts due to the Sponsor Entities for services performed under Article III of the Omnibus Agreement have been fully paid for the period beginning on June 1, 2015 and ending on the Effective Date but subject in all respects to the agreed upon restrictions and limitations on the payment of such amounts set forth in Section 5.16 of the SAPA, the provisions of Article III of the Omnibus Agreement shall continue to govern with respect to reimbursements due to the Sponsor Entities for services performed from June 1, 2015 to the Effective Date.

4.2 Choice of Law; Submission to Jurisdiction . This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each Party hereby submits to the jurisdiction of the state and federal courts in the State of New York and to venue in the state and federal courts in The City of New York, New York.

4.3 Notice . All notices or requests or consents provided for by, or permitted to be given pursuant to, this Agreement must be in writing and must be given by depositing same in the United States mail, addressed to the Person to be notified, postage-paid, and registered or certified with return receipt requested or by delivering such notice in person, by overnight delivery service or by facsimile to such Party. Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All notices to be sent to a Party pursuant to this Agreement shall be sent to or made at the address set forth below or at such other address as such Party may stipulate to the other Parties in the manner provided in this Section 4.3 .

If to the Sponsor Entities:

OCI Enterprises Inc.
Five Concourse Parkway
Suite 2500
Atlanta, Georgia 30328
Attn: General Counsel
Telephone: 412-375-2300

If to the Partnership Group:

Ciner Resources LP
c/o Ciner Resource Partners LLC, its General Partner
Five Concourse Parkway
Suite 2500
Atlanta, Georgia 30328
Attn: General Counsel
Telephone: 707-375-2300

4.4 Entire Agreement . This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein; provided, that the obligations of the Sponsor set forth herein shall be in addition to the obligations of the Sponsor set forth in SAPA and nothing in this Agreement shall in any way limit, modify or supersede the obligations of the Sponsor under the SAPA (including without limitation the indemnification obligations of the Sponsor pursuant to Article VIII thereof).

4.5 Termination of Agreement . This Agreement may be terminated only by written agreement of all the Parties.

4.6 Amendment or Modification . This Agreement may be amended or modified from time to time only by the written agreement of all the Parties hereto. Each such instrument shall be reduced to writing and shall be designated on its face an "Amendment" or an "Addendum" to this Agreement.

4.7 Assignment . No Party shall have the right to assign its rights or obligations under this Agreement without the consent of the other Parties hereto; *provided, however* , that the Partnership may make a collateral assignment of this Agreement solely to secure working capital financing for the Partnership.

4.8 Counterparts . This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart hereof.

4.9 Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

4.10 Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

4.11 Rights of Limited Partners. The provisions of this Agreement are enforceable solely by the Parties to this Agreement, and no Limited Partner of the Partnership shall have the right, separate and apart from the Partnership, to enforce any provision of this Agreement or to compel any Party to this Agreement to comply with the terms of this Agreement.

4.12 Post-Acquisition Expenses. Without limiting, modifying or superseding in any way the Sponsor's obligations under the SAPA (and in addition to such obligations), the Sponsor shall pay (or reimburse the General Partner or the Partnership if paid by such Person) for all Transition Expenses incurred by the General Partner or the Partnership Group subsequent to the closing of the Acquisition, provided however, that in no event shall the aggregate amount of Transition Expenses payable or required to be paid by the Sponsor pursuant to this Agreement exceed $400,000.

IN WITNESS WHEREOF , the Parties have executed this Agreement on, and effective as of, the Effective Date.

OCI ENTERPRISES INC.

By: /s/Choungho Kim
Name: Choungho Kim
Title: Chief Financial Officer

OCI RESOURCE PARTNERS LLC

By: /s/Kirk H. Milling
Name: Kirk H. Milling
Title: President and Chief Executive Officer

OCI RESOURCES LP

By: OCI RESOURCE PARTNERS LLC,
its general partner

By: /s/Kirk H. Milling
Name: Kirk H. Milling
Title: President and Chief Executive Officer

EXHIBIT 10.3

EXECUTION VERSION

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (this " Agreement "), dated as of October 23, 2015 (" Effective Date "), is entered into by and between Park Holding A.S., a joint stock company established in Istanbul, the Republic of Turkey (" Licensor "), on the one hand; and Ciner Enterprises, Inc., a Delaware corporation (" Ciner Enterprises "), OCI Chemical Corporation, a Delaware corporation ("OCI Chemical "), OCI Wyoming Holding Co., a Delaware corporation, OCI Resource Partners LLC, a Delaware limited liability company, OCI Resources LP, a Delaware limited partnership and OCI Wyoming LLC, a Delaware limited liability company (collectively, " Licensee "), on the other hand (collectively, the " Parties ," or individually, a " Party ").

RECITALS

A. **WHEREAS** , OCI Enterprises Inc., a Delaware Corporation (" Seller "), Ciner Enterprises and Licensor, are party to that certain Share and Asset Purchase Agreement, dated as of July 19, 2015 (as amended from time to time, the " Purchase Agreement "), pursuant to which Ciner Enterprises has agreed to acquire all of Seller's right, title and interest in and to shares of the outstanding capital stock of OCI Chemical, certain assets, and certain contract rights (all as more particularly described in the Purchase Agreement, the " Transaction ");

B. **WHEREAS** , Seller, OCI Resource Partners LLC and OCI Resources LP entered into that certain Omnibus Agreement, effective as of September 18, 2013 (the " Omnibus Agreement "), pursuant to which Seller granted to each of the entities comprising a part of the "Partnership Group" (as defined in the Omnibus Agreement) as of the effective date thereof or thereafter, a nontransferable, nonexclusive, royalty free right and sublicense to use the mark "OCI" and all trademarks, service marks, logos and other indicia of origin of Seller using or containing "OCI," and "OCI" either alone or in combination with other words or elements (collectively, the " OCI Marks ") (a) as part of its corporate name, company name or partnership name, as the case may be, and (b) as a trademark and service mark or as a part of a trademark or service mark for its products and services;

C. **WHEREAS,** OCI Chemical, OCI Wyoming Holding Co., OCI Resource Partners LLC, OCI Resources LP, and OCI Wyoming LLC are, as of the Effective Date, subsidiaries of Ciner Enterprises and will be operating under the management and control of Ciner Enterprises;

A. **WHEREAS,** OCI Chemical has been, prior to the consummation of the Transaction, and Licensee is and will be, as of and following the Effective Date, engaged in mining, exploring, producing, maintaining, processing, marketing, distributing, exporting, selling, and offering for sale trona, trona-based, and synthetic sodium products, including various commercial grades of sodium carbonate (soda ash), sodium bicarbonate, sodium sesquicarbonate, and all ancillary activities such as storage, transportation, logistics, and the generation of energy required in connection therewith (the " Business "); and

B. **WHEREAS** , Licensor desires to grant to Licensee a limited license to use the CINER trademark and the trademarks, service marks, trade names, trade dress, logos, certification marks, designs, slogans, names and symbols set forth on Schedule A hereto (the " Licensed Marks "), in connection with

Licensee's offering of Authorized Products (as defined herein), as further described below and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and the representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Article I

LICENSE

Section 1.1 Trademark License . Subject to the terms of this Agreement, Licensor hereby grants to each Licensee entity a non-exclusive, non-assignable, fully-paid-up, royalty-free, limited license to use the Licensed Marks during the Term (as defined herein) in the United States, Europe, South Africa and such other territories which Licensor may in the future authorize Licensee in writing (the " Territory ") (a) as part of its corporate name, company name or partnership name, as the case may be, (b) in connection with the offering, promotion and sale of the products and services of the Business offered under and using the OCI Marks immediately prior to the Effective Date, and any other goods and services which Licensor may in the future authorize Licensee in writing to offer in the Territory using the Licensed Marks; and (c) in the domain names listed in Schedule C (the " Authorized Products "), provided that such uses are otherwise in accordance with this Agreement. Such use, if otherwise in accordance with this Agreement, may include use of any of the Licensed Marks as a product name or trademark, as a service mark, and in approved advertising or promotional activities, stationery and merchandising used for promotional purposes, including pens, caps and shirts.

Section 1.2 Limited Use .

(a) Except as expressly provided for in this Agreement, Licensee shall have no other rights to use the Licensed Marks or any associated logos, or any marks or logos confusingly similar thereto. No other use of the Licensed Marks shall be made by Licensee without the prior written consent of Licensor, which may be withheld by Licensor in its sole discretion.

(b) Licensee may not use the Licensed Marks or any portion thereof as part of an Internet domain name unless such use is specifically approved by Licensor in writing in advance of Licensee's registration thereof; provided that if Licensor does not respond and approve, reject, or request changes to such domain name within fifteen (15) days of receipt from Licensee, such domain name shall be deemed approved. Licensee may use the Licensed Marks in connection with Licensee's business to maintain Internet websites offering or promoting the Authorized Products bearing or sold using the Licensed Marks, provided that (1) such Internet websites (including their content and look and feel) and the goods and services offered using the Licensed Marks otherwise comply with this Agreement and shall be subject to Licensor's approval; and (2) such Internet websites do not sell or functionally permit the sale of goods or services to Persons outside the Territory. Except as specifically authorized by this Section 1.2(b), the license granted by this Agreement for Licensee to use the Licensed Marks expressly excludes use on the Internet or in any other

electronic media in which the receipt of content requires the use of a computer, cellular phone, mobile device, handheld electronic device or similar electronic device, and such rights are specifically reserved to Licensor.

(c) Licensee shall display the Licensed Marks, on all Authorized Products and on all other materials on which the Licensed Marks are used, in such format as they are set forth on Schedule A hereto and at all times in accordance with Licensor's brand guidelines attached hereto as Schedule B (as the same may be updated by Licensor from time to time, the " Brand Guidelines "). The colors, elements and proportions of the Licensed Marks must be displayed by Licensee as shown in the Brand Guidelines. Licensee shall use the symbols ® or ™, as appropriate under requirements of applicable laws, and shall display all such legends, markings and notices as may be included in the Brand Guidelines to provide notice of Licensor's trademark rights, maintain or preserve the Licensed Marks and Licensor's rights therein.

(d) Upon execution of this Agreement, Licensee shall deliver to Licensor for Licensor's advance written approval artwork, images or any other type of specimens reasonably requested by Licensor showing Licensee's proposed use of or embodying the Licensed Marks; provided that if Licensor does not respond and approve, reject, or request changes to such proposed uses within thirty (30) days of receipt from Licensee, such uses shall be deemed approved. Licensee shall have no right to use the Licensed Marks in connection with any promotion, marketing activity or event, sponsorship, third party cooperation or partnership, social responsibility activity or other public or consumer-facing event without first obtaining Licensor's prior written consent to such proposed use and Licensee's plans. Licensee shall submit samples of materials and specimens bearing the Licensed Marks upon reasonable request by Licensor during the Term to verify compliance with the Brand Guidelines and this Agreement. Attached hereto as Schedule D are examples of artwork that have been approved by Licensor. Licensor shall have the right to require Licensee at any time to make changes to its use of the Licensed Marks, or to cease any use of the Licensed Marks, in the event that Licensor determines in its sole discretion that such use is not in accordance with this Agreement or the Brand Guidelines, and Licensee shall make all such changes, or cease any such use, at Licensee's expense, as requested by Licensor.

Section 1.3 Quality Control .

(a) The quality of the goods and services to which each approval pertains, or as set forth in the Brand Guidelines, as applicable, shall be the standard for that particular type of goods and services, unless Licensor changes the quality standards. Licensee shall, at Licensee's expense, maintain quality standards for all of the goods and services offered by it in connection with the Licensed Marks that are substantially equivalent to or stricter than the standard established by Licensor's approval or the Brand Guidelines, as applicable, for the particular type of use involved. Licensor shall have the sole right to determine reasonably whether the goods and services of Licensee meet the quality standards established by Licensor and this Section 1.3(a). In the event that Licensee is determined by Licensor to be using any Licensed Mark in a manner not in accordance with the approvals described herein or the quality standards set forth in the Brand Guidelines, as applicable, Licensor shall provide written notice of such unacceptable use including the reason why applicable approvals or quality standards are not being met. If acceptable proof that approvals or quality standards set forth in the Brand Guidelines are met is not provided to Licensor within thirty (30) days after such notice, Licensee's license to use such Licensed Mark shall be terminated and shall not be renewed absent written authorization from Licensor.

(b) Licensee shall, at Licensee's expense, comply with all applicable laws and regulations and obtain all governmental approvals pertaining to the sale, distribution, and advertising of goods and services in association with the Licensed Marks, including the Authorized Products and the conduct of the Business in the Territory in connection with the Licensed Marks. At the reasonable request of Licensor, Licensee shall permit representatives of or appointed by Licensor to inspect Licensee's facilities upon reasonable notice and during normal business hours to determine whether Licensee is maintaining the quality standards and is complying with the Brand Guidelines and the other terms and conditions of this Agreement. Licensee shall, at Licensee's expense, make all changes requested by Licensor as a result of such inspections. It is acknowledged and agreed that Licensor is maintaining all control over the quality of the goods and services offered using the Licensed Marks and nothing contained in this Section 1.3(b) shall be construed as diminishing or impairing such rights.

(c) Ownership; Goodwill . Licensee acknowledges and agrees that Licensor is the owner of the Licensed Marks, including the trademark registrations and applications for registration set forth on Schedule A and all goodwill related thereto, and all use of the Licensed Marks and any accrued goodwill shall inure solely to the benefit of Licensor. Licensee further agrees that it shall not, directly or indirectly, during the Term or thereafter, anywhere in the world: (a) challenge, contest or question the validity of the license granted herein, the validity of the Licensed Marks or Licensor's ownership thereof; (b) represent that it has any ownership in such Licensed Mark or registration thereof or make application to register any of the Licensed Marks or any component or translation thereof, or any term or designation confusingly similar thereto; (c) permit any action or omission in derogation of any of the rights of Licensor in or to the Licensed Marks; (d) attempt to sublicense the Licensed Marks to any Person; (e) otherwise seek to claim or appropriate the Licensed Marks as its own property; (f) use the Licensed Marks or Licensor's name in connection with any activity that involves criminal misconduct or other act of moral turpitude, or any content or materials that infringe or violate any intellectual property rights of any third party, or that are libelous or defamatory, obscene, pornographic, or sexually explicit, in each case as determined by Licensor in its reasonable discretion; (g) use the Licensed Marks or Licensor's name, or conduct the Business as it relates to the Licensed Marks in any manner that is illegal, might dilute the distinctiveness of such assets or would reasonably be expected to injure the value of the Licensed Marks or the goodwill associated therewith or with Licensor or otherwise disparage Licensor; or (h) use the Licensed Marks in any manner inconsistent with this Agreement.

Section 1.4 Licensed Marks Owned by Affiliates . To the extent that any Person directly or indirectly controlling, controlled by, or under common control with, such Person (" Affiliate ") of Licensor has any interest in the Licensed Marks, Licensor grants the licenses (or sublicenses as the case may be) set forth in this Agreement on behalf of itself and such Affiliate.

ARTICLE II

PROSECUTION; NOTIFICATION OF INFRINGEMENTS

Section 2.1 Prosecution . During the Term, Licensor shall be responsible, at its sole cost and expense and at its discretion, for preparing, filing, prosecuting and maintaining any registrations or applications for registrations of the Licensed Marks in the Territory. Upon request, Licensee shall assist Licensor in prosecuting and maintaining such trademark applications and registrations. As of the Effective

Date, Licensor intends to file certain applications for registration of the Licensed Marks in jurisdictions in the Territory in which the Licensed Marks are not registered as of the Effective Date provided that such rights are reasonably available for registration by Licensor. If Licensee desires to request that Licensor file additional applications for registration of the Licensed Marks in the Territory during the Term, the Parties will consider the request in good faith; provided that Licensor shall have ultimate authority to decide whether to pursue the requested registrations. Licensee shall promptly notify Licensor in writing of any and all uses of infringing trademarks, unfair competition, or colorable imitations of, or any legal action or threatened legal action involving the Licensed Marks that come to its attention. In the event that any of the Licensed Marks is infringed or misappropriated by a third party, or becomes subject to any legal action, Licensor shall have the sole authority to conduct an action for infringement, cancellation, or misappropriation or control the prosecution and defense of any such action, and Licensee shall provide reasonable assistance to Licensor if so requested by Licensor. The decision as to whether to prosecute such matters shall be left to the sole discretion of Licensor.

ARTICLE III

TERM AND TERMINATION

Section 3.1 Term. This Agreement and the rights and licenses granted in this Agreement will become effective on the Effective Date and will continue until terminated pursuant to Section 3.2 (" Term ").

Section 3.2 Termination. Licensor shall have the right to terminate this Agreement immediately, by providing written notice to Licensee (i) in the event that Licensee uses any of the Licensed Marks in any manner that is inconsistent with the terms of this Agreement, (ii) in the event that Licensee breaches any of the terms of this Agreement or fails to comply with applicable law and such breach remains uncured or such failure to comply continues for a period of thirty (30) days after written notice thereof; or (iii) in the event of (A) Licensee's voluntary or involuntary insolvency, (B) Licensee's commission of an action of bankruptcy, (C) adjudication of Licensee's bankruptcy, (D) Licensee's filing of a petition for voluntary or involuntary bankruptcy or similar proceeding, (E) an agreement between Licensee and its creditors generally is entered into providing for extension or composition of debt, (F) a receiver is appointed to administer the assets of Licensee, (G) the assets of Licensee are liquidated, or (H) any distress, execution or attachment is levied on such of its manufacturing or other equipment as is used in the production and distribution of the goods or services offered using the Licensed Marks. Licensor may also terminate this Agreement, or the license granted herein with respect to any individual Licensee entity, by giving Licensee thirty (30) days' prior written notice in such case where (i) there is a transfer, whether direct or indirect, of all or substantially all of the assets used by Licensee or such individual entity (as applicable) in its conduct of the Business or the equity interests, including stock, of Licensee or such individual entity (as applicable) to a bona-fide third-party purchaser, whether by merger or sale or otherwise, or a change in the controlling interest of Licensee or such individual entity (as applicable); or (ii) (a) Ciner Enterprises at any time ceases to be the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of more than fifty percent (50%) of the then outstanding Voting Securities of OCI Resources LP or fifty percent (50%) of the then total outstanding securities of OCI Resources LP, (b) the members of management of OCI Resources LP, together with representatives of Ciner Enterprises, cease to hold a majority of the seats on the board of directors, board of managers or similar governing body, of OCI Resource Partners LLC, (c) OCI Resources LP ceases to own,

directly or indirectly, at least a majority of OCI Wyoming LLC, or (d) the members of management of OCI Resources LP, together with representatives of Ciner Enterprises, cease to hold a majority of the seats on the board of directors, board of managers or similar governing body, of OCI Wyoming LLC. "Voting Securities" of a Person shall mean securities of any class of such Person entitling the holders thereof to vote in the election of, or to appoint, members of the board of directors or other similar governing body of the Person.

Section 3.1 Effect of Termination . Upon termination of this Agreement, Licensee's rights to use the Licensed Marks shall automatically revert to Licensor, and no later than ninety (90) days following such termination, (a) Licensee shall cease all use of the Licensed Marks or any portion thereof, and all terms that are confusingly similar thereto, or a colorable imitation or translation of the Licensed Marks, and shall adopt trademarks, service marks, trade names and, as applicable, corporate names, company names and partnership names, that are not confusingly similar to the Licensed Marks; provided, however, that any use of the Licensed Marks during such ninety (90) day period shall continue to be subject to the terms of this Agreement; (b) at Licensor's request, Licensee shall destroy or return to Licensor, as directed by Licensor, all materials and content upon which the Licensed Marks appear or embodying the same (or otherwise modify such materials and content such that the Licensed Marks are illegible or obliterated) and certify in writing to Licensor that each Licensee entity has done so; (c) each Licensee entity shall change its legal name so that there is no reference therein to CINER and shall make all necessary filings and otherwise amend its organizational documents by such date; and (d) if registration of a domain name utilizing one or more of the Licensed Marks is permitted hereunder, upon the termination of this Agreement, Licensee shall assign such domain names to Licensor and take all steps required by the applicable domain name registrar to complete such assignment to Licensor within thirty (30) days of such expiration or termination. In the event that this Agreement is terminated by Licensor due to Licensee's breach hereof or pursuant to Section 3.2(i), (ii) or (iii), Licensee shall immediately cease all uses of the Licensed Marks and comply with sub-sections (a) through (d) above.

Section 3.2 Survival . Sections 1.2(a), 1.3(c), 3.3, 3.4, 3.5, 4.1, 5.2, 5.3 and Article 6 shall survive termination of this Agreement.

Section 3.5 Injunctive Relief . It is acknowledged and agreed that the rights and obligations set forth in this Agreement are unique and special and that the breach thereof by Licensee will cause irreparable harm to Licensor. Upon breach of this Agreement by Licensee, Licensor shall be entitled to specific performance and injunctive relief without the need to post a bond or provide an undertaking.

ARTICLE IV

ASSIGNMENT

Section 4.1 Assignment of Agreement . Licensor may assign or otherwise transfer (whether directly, by operation of law, or in connection with a merger, acquisition, or sale of all or substantially all of its stock or of the assets to which this Agreement pertains or otherwise) this Agreement, the Licensed Marks (in whole or in part) or any of its rights or obligations in this Agreement to any Person without Licensee's consent. This Agreement and the related rights and obligations are personal to Licensee and may not be sold, assigned, delegated, sublicensed or otherwise transferred or encumbered, in whole or in part, without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. Any

such purposed assignment, pledge or transfer by Licensee without such prior written consent from Licensor shall be void *ab initio* . For purposes of this Agreement, the voluntary sale or transfer of any Licensee stock, Licensee assets or ownership interest in or control of Licensee, or a change of control of any entity that is a shareholder of Licensee, shall be deemed an assignment hereunder. Any permitted assignee hereunder shall agree in a writing reasonably satisfactory to Licensor to be bound by the terms and conditions of this Agreement, and a copy of such writing shall be promptly delivered to Licensor. No assignment by Licensee shall relieve Licensee of its obligations or any liability hereunder.

ARTICLE V

INDEMNITY; DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

Section 5.1 Indemnity . Subject to the terms of this Agreement (including Section 5.3), Licensor agrees to defend, indemnify and hold harmless each of the Licensee entities from and against any and all losses, damages, settlements, fees, expenses or costs (including reasonable attorneys' fees) awarded against such Licensee entity in a final judgment, to the extent arising directly and solely from a third party claim that such Licensee entity's use of the Licensed Marks that is approved by Licensor in accordance with the terms of this Agreement infringes the trademark rights of any third party under United States law; provided that Licensee notifies Licensor in writing of any such final judgment within ten (10) days of the issuance thereof. Each Licensee entity agrees to defend, indemnify and hold harmless Licensor from and against any and all losses, damages, settlements, fees, expenses or costs (including reasonable attorneys' fees) awarded against Licensor in a final judgment, to the extent arising directly and solely from a third party claim that any use by any Licensee entity of the Licensed Marks that is inconsistent with the terms of this Agreement infringes the trademark rights of any third party under United States law; provided that Licensor notifies Licensee in writing of any such final judgment within ten (10) days of the issuance thereof.

Section 5.2 Disclaimer of Warranty . THE LICENSED MARKS ARE PROVIDED "AS IS" TO LICENSEE. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED MARKS AND THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE.

Section 5.3 Limitation of Liability .

(a) EXCEPT WITH RESPECT TO LICENSOR'S INDEMNITY OBLIGATIONS PURSUANT TO SECTION 5.1, LICENSOR'S TOTAL LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE LICENSED MARKS, SHALL NOT EXCEED US$100,000.

(b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT

OR RESULTING FROM THE USE OF THE LICENSED MARKS , WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF A REPRESENTATIVE OF SUCH PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OR LIKELIHOOD OF SAME.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices . All notices and other communications hereunder shall be in writing and shall be deemed given either (a) five (5) business days after depositing the notice in the U.S. mail, first class postage prepaid, addressed to the Party as set forth below, with proof of mailing; (b) two (2) business days after posting if delivered by internationally recognized courier, with proof of delivery, addressed to the Party as set forth below; or (c) upon sending if sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, to the Parties at the following addresses (or at such other address for a Party as shall be specified by such Party by like notice):

(a) if to Licensor:

Park Holding A.S.
Pasalimani Cad. No: 41,34674
Uskudar, Istanbul, Turkey
Attn: Ceyda Pence
Facsimile: +90 216 531 2444
E-Mail: ceyda.pence@cinergroup.com.tr

(b) if to Licensee entities:

OCI Chemical Corporation
Five Concourse Parkway
Suite 2500
Atlanta, Georgia 30328
Attn: General Counsel
Facsimile: (770) 375-2438
E-Mail: NDaniel@ocienterprises.com

Section 6.2 Law Governing Agreement; Consent to Jurisdiction . This Agreement will be construed and interpreted according to the laws of the State of New York, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Each Party hereby submits to the non-exclusive jurisdiction of any court (state or federal) sitting in the State of New York, New York County, U.S.A., in any action, suit or proceeding with respect to this Agreement or its subject matter. The Parties expressly submit and consent in advance to such jurisdiction in the aforementioned courts, and each Party hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens* .

Section 6.3 No Waiver . Waiver of or failure by a Party to complain of any act, omission or default on the part of the other Party, no matter how long the same may continue or how many times such shall occur, shall not be deemed a waiver of rights, or of any similar future act, omission or default hereunder. Any waiver will be valid only if set forth in a written instrument executed by the waiving Party.

Section 6.4 Entire Agreement; Amendment . This Agreement (including the schedules attached hereto) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed by Licensor and each Licensee entity.

Section 6.5 Severability . If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect, so long as the economic or legal substance of the transaction contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible, in a mutually acceptable manner.

Section 6.6 Counterparts . This Agreement may be executed by signature pages exchanged via facsimile, email or other electronic transmission and in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 6.7 Interpretation . As used in this Agreement, the terms “including” and “include” will mean “including without limitation” and “include without limitation,” respectively. The Section headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement. In resolving any dispute or construing any provision in this Agreement, there shall be no presumption made or inference drawn (a) because the attorneys for one of the Parties drafted the Agreement; (b) because of the drafting history of the Agreement; or (c) because of the inclusion of a provision not contained in a prior draft or the deletion of a provision contained in a prior draft. The Parties acknowledge and confirm that they have requested that this Agreement as well as all notices and documents contemplated hereby be drawn in the English language.

Section 6.8 Further Assurances . Licensee shall cooperate with and provide reasonable assistance to Licensor (including execution of instruments and other documentation, the provision of

testimony and taking such actions as Licensor may reasonably request) in order to register and protect the Licensed Marks and enforce the terms hereunder. Except as otherwise provided herein, all fees and expenses incurred in connection with this Agreement will be paid by the Party incurring the same.

Section 6.9 [THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR

PARK HOLDING A.S.

By: /s/ Dogan Pen çe
Name: Dogan Pen çe
Title: CFO

Signature Page

LICENSEE

CINER ENTERPRISES, INC.

By: /s/ Ceyda Pen çe
Name: Ceyda Pen çe
Title: President and Chief Executive Officer

OCI CHEMICAL CORPORATION

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President and Chief Executive Officer

OCI WYOMING HOLDING CO.

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President and Chief Executive Officer

OCI RESOURCE PARTNERS LLC

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President and Chief Executive Officer

OCI RESOURCES LP

By: OCI Resource Partners, its general partner

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: President and Chief Executive Officer

OCI WYOMING LLC

By: /s/ Kirk H. Milling
Name: Kirk H. Milling
Title: Director

Exhibit 99.1

OCI ENTERPRISES INC. COMPLETES SALE OF GENERAL PARTNER AND LIMITED PARTNER INTERESTS IN OCI RESOURCES LP TO CINER ENTERPRISES INC. OF CINER GROUP

AND

OCI RESOURCES LP WILL CHANGE NAME TO CINER RESOURCES LP

Atlanta, Ga. (October 26, 2015)- OCI Enterprises Inc., the North American subsidiary of OCI Company Ltd. ("OCI") of Seoul, Korea, today announced it has completed the previously-announced sale of its approximately 73% limited partner interest in OCI Resources LP (NYSE: OCIR) ("OCI Resources" or the "Partnership"), as well as its 2% general partner interest and related incentive distribution rights, to Ciner Enterprises Inc., an affiliate of Ciner Group of Istanbul, Turkey, for a total consideration amount of approximately $430 million. Additional details regarding the transaction can be found in a presentation available on the Partnership's website at: http://ociresources.com/files/OCIR-Investor-Presentation-Ciner-Slides.pdf .

In connection with the closing of the transaction, the Partnership will change its name to Ciner Resources LP, with such name change expected to be effective on November 5, 2015 , and the publicly traded units of the Partnership are expected to begin trading the following day (November 6, 2015) after the open of market trading on the New York Stock Exchange under a new ticker symbol - CINR.

OCI Resources will continue to operate as a publicly traded Master Limited Partnership with the current management team remaining with the Partnership. The transaction does not involve the sale or purchase of any OCI Resources common units held by the public.

In connection with these changes, the general partner of the Partnership will also change its name to Ciner Resource Partners LLC and OCI Wyoming LLC ("OCI Wyoming") will change its name to Ciner Wyoming LLC, with such name changes expected to be effective on November 5, 2015 .

OCI Resources owns a controlling interest comprised of a 51% membership interest in OCI Wyoming, one of the largest and lowest-cost producers of natural soda ash in the world. Ciner Group, through its subsidiary, Eti Soda, operates a natural soda ash production facility in the world's second largest trona ore bed located in Beypazari, Turkey.

"Ciner Group has been expanding their position in the global soda ash market and we are excited about this partnership and how it could expedite the cash flow growth of OCI Resources," said OCI Resources President and CEO Kirk Milling.

"Ciner Group is pleased to welcome OCI Resources to our family of companies. With its position in markets that are complementary to ours, OCI Resources brings solid operational and financial performance as well as industry-leading safety performance," said Turgay Ciner, Chairman, Ciner Group.

Citi acted as financial advisor, Dechert LLP served as legal advisor to OCI Enterprises Inc. and White & Case LLP served as legal advisor to Ciner Group with the assistance of Regnum Solicitors acting as in-house legal advisor to Ciner Group.

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ABOUT OCI ENTERPRISES INC.

OCI Enterprises Inc. is a chemical and green energy company headquartered in Atlanta, Ga. It is the North American subsidiary of OCI Company Ltd., of Seoul, Korea. OCI Enterprises Inc. is comprised of two divisions: Atlanta-based OCI Chemical Corporation and San Antonio-based OCI Energy LLC.

ABOUT OCI RESOURCES LP

OCI Resources LP, a master limited partnership, operates the trona ore mining and soda ash production business of OCI Wyoming LLC, one of the largest and lowest cost producers of natural soda ash in the world, serving a global market from its facility in the Green River Basin of Wyoming. The facility has been in operation for more than 50 years.

ABOUT OCI COMPANY LTD.

OCI Company Ltd. is a global leading green energy and chemical company founded in 1959 in Seoul, South Korea. It has developed a diversified portfolio of products and solutions for a broad spectrum of industries in the renewable energy sector, namely polysilicon raw materials for solar cells, fumed silica vacuum insulation panel (product: ENERVAC), sapphire ingots for LEDs and solar photovoltaic power as well as chemical products for the petro and coal chemical sector and the inorganic chemical and specialty gases sector. OCI has a customer base spanning 80 countries with about $3 billion in sales in 2014. OCI has been awarded Best Performing Chemical Company in the Dow Jones Sustainability Index (DJSI) Asia Pacific Region for three years in addition to earning 'The Green Company Certification' for the first time in Korea in 2010. OCI has more than 4,800 employees and operates in more than 20 overseas subsidiaries and regional branches in Asia, the U.S. and Europe.

ABOUT CINER GROUP

Established in 1978, Ciner Group is primarily active in energy, mining, shipping and media and is one of the largest conglomerates in Turkey.

Investor Relations :
Scott Humphrey
(770) 375-2387
shumphrey@ocienterprises.com

FORWARD-LOOKING STATEMENTS

This press release contains forward-looking statements. Statements other than statements of historical facts included in this press release that address activities, events or developments that the Partnership expects, believes or anticipates will or may occur in the future are forward-looking statements. These statements contain words such as “possible,” “believe,” “should,” “could,” “would,” “predict,” “plan,” “estimate,” “intend,” “may,” “anticipate,” “will,” “if,” “expect” or similar expressions. Such statements are based only on the Partnership’s current beliefs, expectations and assumptions regarding the future of the Partnership’s business, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of the Partnership’s control. The Partnership’s actual results and financial condition may differ materially from those implied or expressed by these forward-looking statements. Consequently, you are cautioned not to place undue reliance on any forward-looking statement because no forward-looking statement can be guaranteed. Factors that could cause the Partnership’s actual results to differ materially from the results contemplated by such forward-looking statements include: changes in general economic conditions, the Partnership's ability to meet its expected quarterly distributions, changes in the Partnership’s relationships with its customers, including American Natural Soda Ash Corporation ("ANSAC"), the demand for soda ash and the opportunities for the Partnership to increase its volume sold, the development of glass and glass making product alternatives, changes in soda ash prices, operating hazards, unplanned maintenance outages at the Partnership’s production facilities, construction costs or capital expenditures exceeding estimated or budgeted costs or expenditures, the effects of government regulation, tax position, and other risks incidental to the mining, processing, and shipment of trona ore and soda ash, as well as the other factors discussed in the Partnership’s Annual Report on Form 10-K for the year ended December 31, 2014, and subsequent reports filed with the Securities and Exchange Commission. All forward-looking statements included in this press release are expressly qualified in their entirety by such cautionary statements. Unless required by law, the Partnership undertakes no duty and does not intend to update the forward-looking statements made herein to reflect new information or events or circumstances occurring after this press release. All forward-looking statements speak only as of the date made.