

LEASE AGREEMENT

Between

COMPASS MINERALS AMERICA INC.

and the

BOARD OF HARBOR COMMISIONERS

City of Milwaukee

For 10.214 acres of property located on the South Harbor Tract

Lease Term: 30 years (April 1, 2025 to March 31, 2055)

LEASE AGREEMENT

Lease Agreement made as of the ____ day of _____, 20__, by and between **COMPASS MINERALS AMERICA INC.**, a Delaware corporation, (hereinafter referred to as "Tenant"), and the CITY OF MILWAUKEE, a Wisconsin corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City").

W I T N E S S E T H :

City hereby leases, demises and lets unto Tenant the real property comprised of approximately 10.214 acres (hereinafter referred to as the "Property"), located on the South Harbor Tract of the City of Milwaukee. The Property is more particularly described in Exhibit A, which is affixed hereto and incorporated into this document by this reference.

This Lease is entered into by the parties under the following terms and conditions:

1. **Term.** The term of this lease shall be for thirty (30) years commencing on April 1, 2025, and terminating on March 31, 2055 ("Termination Date"); provided, however, that either party shall have the right to terminate this Lease at the end of each subsequent term (each an "Early Termination Date") upon written notice, to be received by the other party no less than eighteen (18) months prior to applicable Early Termination Date as follows:

- Fifth year – March 31, 2030
- Tenth year – March 31, 2035
- Fifteenth year – March 31, 2040
- Twentieth year – March 31, 2045
- Twenty-fifth year – March 31, 2050

Each party's right to terminate this lease are exercisable either in its entirety, or on a parcel-by-parcel basis, with rent amounts adjusted accordingly, on a proportional acreage basis. Tenant shall surrender the Property, or any portion thereof, immediately upon termination of the Lease.

2. **Rent.** Commencing September 1, 2025, Tenant shall pay City, as base rent, for the use and occupancy of the Property as annual fair rental value the sum of Two Hundred Fifteen Thousand and no/100ths Dollars (\$215,000) annually, at a rate of Seventeen Thousand Nine Hundred Sixteen and 67/100ths Dollars (\$17,916.67) per month, in advance of the first day of every month beginning on September 1, 2025.

On April 1, 2030, and on every fifth anniversary thereafter; the annual rental value of the real property and building space, shall be adjusted to the amount determined by applying the percentage increase, if any, in the "All Commodities" line of the "Producer Price Indexes" published by the United States Bureau of Labor Statistics (or its successor organization), up to 5%. City shall submit the calculated rent increase to Tenant in writing for purposes of confirming the calculation only. Tenant shall acknowledge receipt of calculation by email or signed letter, whichever is preferred. Base rent shall not be decreased to an amount below the base rent in effect during the preceding five-year period unless the lease is terminated in part by deleting parcels. In the event that parcels are deleted, the decrease in rent

shall only be proportionate to the decrease in parcels.

In addition to rent, wharfage for each type of product handled at the facility and Dockage for each type of vessel loaded or unloaded at the facility will apply and be charged based on the relevant Port Municipal Tariff rate in effect at the time. Port Municipal Tariff rates apply to any other services.

3. **Records & Reporting.** Tenant shall maintain completed, accurate and verifiable books and records of its business conducted on the property, to be made available to properly accredited representatives of the Board of Harbor Commissioners and of the City of Milwaukee, at any reasonable time after written request at Tenant's office, for audit or for such other inspection as may be deemed desirable by the City. Tenant shall maintain books and records for determination of all amounts due City under this Lease; such books and records shall be kept in accordance with generally-accepted accounting principles. All reporting shall be submitted not later than the 5th day of each month for the previous month's reporting. In the event that the 5th day of the month falls on a weekend, reporting shall be submitted by the next soonest business day. Tenant's books and records are its private property, and City shall keep confidential all information which it derives therefrom except as otherwise permitted hereunder or as required by applicable law.

4. INTENTIONALLY OMITTED.

5. Use of the Property.

A) **Permitted Use.** The "Permitted Use" for Parcels 1, 2, 3, 4 and 6 is the receiving, handling, storage, packaging, and delivery of salt and other bulk products. To facilitate this operation, Tenant may install bulk unloading systems and conveyor systems intended to handle cargo from rail cars and/or trucks to or from vessels and/or trucks. Such installations as well as all other improvements to the Property which are constructed by Tenant shall be subject to the prior written approval of the Municipal Port Director; provided that all installations and other improvements existing as of the date of this Lease are deemed to have been approved by the Municipal Port and/or other applicable authority. The "Permitted Use" for Parcel 5 located at 1101 East Bay Street and Parcel 7 at 2001 S. Lincoln Memorial Drive is the operation of public scales, an operation that provides a certified public weight for any type of vehicle. City acknowledges that Tenant owns the scalehouse located on Parcel 5 ("Parcel 5 Scalehouse") and all property and fixtures that comprise or are within such Parcel 5 Scalehouse. To permit this operation, Tenant shall have the right to remove or renovate the Parcel 5 Scalehouse and to construct new scalehouse facilities on this parcel, subject to the provisions of Section 15 of this Lease. Any change plans are subject to the approval of the Municipal Port Director. Such scalehouses and equipment shall be installed in accordance with plans approved by the City. The City shall have the right to enter upon the Parcel 5 Scalehouse or any new Tenant-owned scalehouse facilities upon the Property in emergency

situations without prior notice to the Tenant. The "Permitted Use" for the City owned building on Parcel 7 ("Parcel 7 Scalehouse") shall additionally be all office usages necessary to support operations on the rest of the Property.

B) Pile Management. With respect to Parcel 1, Tenant agrees that storage of piled materials shall be restricted to locations at a distance from the edge of the dock designated through the City Harbor Engineer in order to assure dockwall stability at Parcel 1 and as depicted on the drawing for Parcel 1 in Exhibit B. Tenant further agrees to provide suitable protection to any existing water lines, power lines or other underground installations which are now in place so as to protect them from damage by the surcharge of piled materials; said protection installation as to kind and quality is subject to the approval of the Board of Harbor Commissioners. City hereby acknowledges that improvements of asphalt pads on parcels 1, 2, 3, 4, and 6 under the Prior Lease are acceptable as of the date of this Lease and not subject to approval by the Board of Harbor Commissioners.

C) Use of Track Facilities. Tenant shall have the use of the track facilities, if any which are located on the Property which shall be fully maintained by City at Tenant's expense, if Tenant uses the same, then the actual maintenance shall be conducted consistent with the requirements of the Board of Harbor Commissioners and such maintenance services shall be performed by the Board of Harbor Commissioners or by persons hired by the Board to perform such services. Tenant shall pay annually, upon receipt of itemized invoices, all costs and expenses incurred by City in the Maintenance of such track facilities computed on the basis of labor, material and equipment charges at rates shown in the Municipal Port Tariff and in effect at the time such maintenance is performed by City, plus ten percent (10%) for overhead costs.

D) Load Limitations. The load limitations for the Property shall be governed by the terms of Exhibit B which are attached hereto and by this reference incorporated herein, and shall be subject to modification by City. In the event that the load limitations for the Property are made more onerous during the term hereof than are specified on Exhibit B then from and after such date all rentals and other charges under this Lease shall be equitably adjusted based upon the percentage decrease in load bearing capacity for those portions of the Property affected by the change in load limitations. In the event Tenant determines that, as a result of any such changes in load limitations upon the Property, the load bearing capacity of any Parcel is so low as to render it no longer economically feasible for it to conduct its business on that Parcel, Tenant shall, on a parcel by parcel basis have the right to terminate this Lease as to the affected Parcel(s) upon not less than ninety (90) days' prior written notice to City. In that event, Tenant shall be entitled to a rental adjustment on an acreage basis in accordance with Section 2 of this Lease. Should the changes in the load limitations on all leased Parcels render it no longer economically

feasible for Tenant to conduct its business on the Property, Tenant may terminate this Lease in its entirety without further liability hereunder upon not less than ninety (90) days' prior written notice to City.

E) Additional Use of Property. Additional uses of the Property are not permitted without the prior written approval of the Municipal Port Director.

F) Vessel Berthing. Tenant shall have preferential, but not exclusive use of berthing space in the inner harbor for Parcel 1 of the Property. Tenant recognizes that this space is a shared docking area with other Port tenants. Tenant will give City a forty-eight (48) hour prior notice of vessel arrivals Monday through Friday during normal business hours. Tenant shall provide reasonable access to vessels, which may moor along such harbor dock whenever such access is required in the judgment of the Board of Harbor Commissioners, upon reasonable request by City. It is understood and agreed that City regularly uses the Municipal Mooring Basin adjoining and adjacent to the Property as a vessel berth and for incidental dock and navigation uses. Tenant agrees to conduct its operations on Parcel 1 in such manner as to not interfere with such mooring operations, dock operations or storage operations of City. In case of conflict over docking space, the City's Harbor Master authority for assigning berths will apply. Alternate berthing space is available to Tenant at Port's Terminal 1 at the discretion of the Port Director.

G) Dockage Rights. This Lease provides Tenant with the dockage rights on a preferential non-exclusive basis for Parcel 1. City covenants and agrees that no improvements or use shall be made on City-owned land situated between Parcel 1 and the Municipal Mooring Basin (shown on Exhibit as "City Parcel") which prevents or hinders unloading of salt onto the Property from deep water by ship's boom from the Tenant's self-unloading ships. Tenant shall have the right to place its conveyor belts over the City Parcel when ships carrying Tenant's product are unloading. Tenant shall also have the right to place a person or persons on the City Parcel during such unloading process to supervise or perform other services incidental to such unloading of ships. Exempted from this restriction is use for rail spur tracks or other railway related uses, and City further covenants and agrees that the use of this City Parcel shall be restricted so far as weight and method of operations so as to provide reasonable protection for the Property and Tenant's Permitted Use thereof. City shall not impose more restrictive weight limitations upon the Property due to the use or intended use of the City Parcel, directly or indirectly. Tenant shall have access to rail facilities upon the same terms and conditions as third parties, including payment of all applicable fees and a pro-rata share of City's maintenance costs or upon such other terms and conditions as shall be agreed upon by the parties hereto. City may use its Parcel for rail, barge or ship cargo movements in accordance with the terms of this clause, subject to the limitation that City agrees that it will conduct its operations on its Parcel in such manner as to not interfere with the business operations of Tenant on the Property.

6. **Occupancy Subject to Existing Easements and Restrictions.** Tenant's occupancy of the Property is subject to any recorded easements and restrictions of record.

7. **Termination and Vacation.**

A) **Termination and Vacation Date.** Tenant shall vacate the Property on or before the expiration of this Lease. Tenant shall vacate the Parcel 7 Scalehouse and any other City-owned buildings on the Property in broom-clean condition and in good order, and repaired condition and with all, personal property removed, reasonable wear and tear excepted. The term "reasonable wear and tear" contemplates wear and tear over the term of this and the Prior Lease, taking into account the industrial nature of Tenant's Permitted Use during that time. Tenant shall also remove all other installations and improvements on Parcels 1, 2, 3, 4 and 6, storage pads excepted, and vacate in a bare ground condition. In the event that Tenant fails to vacate the Property in a timely fashion, City shall have the option to do any or all of the following: (1) cause the Property to be vacated; (2) charge Tenant twice (2x) the rent set forth in Section 2 of this Lease for all periods subsequent to the date of expiration of this Lease or of any agreed extension thereof; and (3) to assess and recover against the Tenant the actual costs of such vacation and any damages sustained by the City as a consequence of the Tenant's failure to timely vacate the Property.

B) **Property to be vacated clear of all materials.** Tenant shall vacate the Property free and clear of all materials and equipment in accordance with this Section 9B). In the event that Tenant fails to vacate the Property in the prescribed state of clearance, as determined by City, after ten (10) days' written notice to Tenant, City shall have the option to have such clearance and clean-up conducted as in its reasonable judgment is necessary in order to bring the Property to the prescribed state of clearance, and to assess the costs of such action against Tenant.

Except as provided in Section 1 herein, this Lease may be terminated prior to the date of its stated expiration date only by the mutual written consent of the Port Director and the Tenant.

i) All improvements and all plumbing, heating, lighting, electrical and air-conditioning fixtures and equipment, and other articles of personal property used in the operation of the Parcel 7 Scalehouse (as distinguished from operations incident to the business of Tenant), whether or not attached or affixed to the Scalehouse (hereinafter referred to as "Building Fixtures"), shall be and remain a part of the Scalehouse and shall constitute the property of the City.

ii) All of Tenant's trade fixtures and all personal property, fixtures, apparatus, machinery and equipment now or hereafter located upon the Property, including the scales and other such property within the Scalehouses, other than Building Fixtures, shall be and remain the personal property of Tenant, and the same are herein referred to as "Tenant's Equipment."

iii) Tenant's Equipment may be removed from time to time by Tenant; provided, however, that if such removal shall injure or damage the Scalehouses or rest of the Property, Tenant shall repair material damage ("material damage" is not meant to include nails, nail holes, chipped paint or drywall, discolored carpet or flooring and the like resulting from removal of Tenant's Equipment).

iv) City expressly acknowledges the improvement on Parcels 1, 2, 3, 4 and 6 of asphalt pads for storing salt. Upon termination of this Lease, Tenant agrees to clear such pads of salt. Said pads shall be returned to the City in good condition, reasonable wear and tear (as defined in Section 7A) hereof) excepted.

v) With respect to the Parcel 5 Scalehouse structure, the parties will agree prior to Lease termination whether Tenant shall demolish the structure or vacate. If the parties choose to leave the structure, Building Fixtures shall remain and become the property of the City and Tenant's Equipment shall be removed by the Tenant unless otherwise agreed by the parties.

8. **Default.** The occurrence of one or more of the following events shall be considered events of default under the terms of this Lease:

A) Tenant shall be adjudged a bankrupt, or a decree or order, approving as properly filed, a petition or answer asking reorganization of Tenant under Federal Bankruptcy Laws as now or hereafter amended, or under the laws of this State, shall be entered, and any such decree, judgment or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; City may at its sole option extend the Lease term on a month-to-month basis in the event additional time is required for Tenant to vacate Property under this Section 8; or

B) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, or reorganization; or

C) Tenant shall make an assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or

D) Tenant shall abandon the Property for a period of thirty (30) days.

E) Tenant shall be delinquent in any rental or other payments due under this Lease and such delinquency shall continue for fifteen (15) days after notice thereof in writing to Tenant; or

F) Tenant shall default in any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant; or

G) Tenant shall make any assignment, sublease, transfer, conveyance or other disposition of its interest in the Property without the express written consent of City, except as otherwise permitted hereunder.

Upon occurrence of any one or more of such events of default, it shall be lawful for City, at its election in the manner and terms herein provided, to declare this Lease terminated, and to recover possession of the Property, either with or without process of law, to enter and to expel, and remove Tenant and all agents, employees and representatives of Tenant engaged in operating the Property or occupying the Property, using such force as may be necessary in so doing. If default shall be made in any covenants, agreements, conditions or undertakings herein contained, to be observed and performed by Tenant, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Tenant, and if Tenant prior to the expiration of said thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with dispatch to take all steps and do all work required to cure such default and thereafter does so cure such default, then City shall not have the right to declare the term of the Lease as ended; however, that the curing of any default in such manner shall not be construed to limit or restrict the right of City to declare this Lease ended and terminated, and to enforce all of City's rights and remedies hereunder for any other default not so cured.

9. Maintenance and Housekeeping.

A) City's Repairs & Maintenance. City, at City's sole cost and expense, shall maintain and repair, if necessary, the structural portions of the roof and the exterior walls for the Parcel 7 Scalehouse. Notwithstanding the aforesaid, in the event any such maintenance or repairs are caused by the negligence of Tenant or Tenant's employees, agents or invitees, Tenant shall reimburse to City, as additional rent, the cost of all such maintenance and repairs within thirty (30) days after receipt of City's invoice for same. For purposes of this Section 9A), the term "exterior walls" shall not include windows, plate glass, office doors, dock doors, dock bumpers, office entries, or any exterior improvement made by Tenant. City reserves the right to designate all sources of services in connection with City's obligations under this Lease. Tenant hereby grants to City the right to enter upon the Parcel 7 Scalehouse, at reasonable times, and upon reasonable notice, except in emergencies exclusively determined by City, for the purpose of making inspections and/or repairs. Tenant shall have the duty to periodically inspect the Parcel 7 Scalehouse and notify City should Tenant observe a need for repairs or maintenance of any obligation to be performed by City under this Lease. Upon receipt of Tenant's notice, City shall have reasonable period of time to make such repairs or maintenance and, except in an emergency situation, will coordinate such repair or replacement work with Tenant; however, it is expressly understood that City's liability with

respect to the failure or delay to make any such repairs or maintenance shall be limited to the cost of such repairs or maintenance.

B) Tenant's Repairs & Maintenance. Tenant shall keep the Property and any dock area servicing the Property in a clean and sanitary condition, and shall keep the common parking areas, driveways and loading docks free of Tenant's debris, and shall control weeds and maintain landscaping. Tenant shall not store materials, waste or pallets outside of the Property, and shall timely arrange for the removal and/or disposal of all pallets, crates and refuse owned by Tenant which cannot be disposed of in the dumpster(s) servicing the Property.

Tenant shall at all times keep the Property and all improvements thereon in a clean, neat, orderly and well-maintained appearance. Tenant shall, without limitation by reason of enumeration, undertake the following measures throughout the term of this Lease in furtherance of these objectives: Tenant shall work cooperatively with other Port tenants utilizing the access road to perform operations on the adjacent parcels.

Upon the expiration or earlier termination of this Lease, Tenant shall return the Property to City as level bare ground in substantially the same condition as when received, reasonable wear and tear excluded. Tenant shall perform all repairs and maintenance in a good and workmanlike manner, using materials and labor of the same character, kind and quality as originally employed within the Property; and all such repairs and maintenance shall be in compliance with all governmental and quasi-governmental laws, ordinances and regulations, as well as all requirements of City's insurance carrier. In the event Tenant fails to properly perform any such repairs or maintenance within a reasonable period of time, City shall have the option to perform any such repairs on behalf of Tenant, in which event Tenant shall reimburse to City, as Additional Rent, the costs thereof within thirty (30) days after receipt of City's invoice for same.

10. Utilities.

A) Tenant shall be solely responsible for the installation and purchase of all utility services required by Tenant during the term of this Lease.

B) City will supply Tenant with water through existing services as required and Tenant shall pay City for all water used by it the usual and customary municipal rates therefore, plus twenty-five percent (25%) for general office and clerical overhead. In the event the Port water system is taken over by another entity, Tenant agrees to become a customer of that entity and Tenant will pay them directly in accordance with their utility rates. Tenant shall become a direct customer of the utilities supplying electricity and natural gas and shall make its own arrangements with such utilities for services required. Tenant shall be obligated to pay any sewer service charge applicable to Tenant's consumption of water plus twenty-five

percent (25%) for general office and clerical overhead.

11. Assignment and Subleasing.

A) Tenant shall not assign or sublet the Property or any portion thereof, nor allow the same to be used or occupied by any other person or for any other use than herein specified, without the prior written consent of City. For purposes of this Section 11, the transfer of any majority interest in any corporation or partnership shall be deemed to be an assignment of this Lease. In the event City consents to any sublease or assignment, the same shall not constitute a release of Tenant from the full performance of Tenant's obligations under this Lease. Further, in the event of any such sublease or assignment, Tenant shall reimburse City for all reasonable attorneys' fees in connection with reviewing and/or drafting any appropriate documents to affect such transfer of Tenant's interests. Further, Tenant shall pay to City as Additional Rent under this Lease, 50% of any profit, rental or other compensation received in excess of the rental specified in Section 2 of this Lease by Tenant as a consequence of any assignment or sublease hereunder.

B) Notwithstanding anything contained in this Section 11 to the contrary, City has approved the current sublease of Parcel 2, 2175 Carferry Drive, and Parcel 3, 2225 Carferry Drive, to Kinder Morgan Bulk Terminals, Inc. and Tenant is permitted to continue to sublease such Parcels to Kinder Morgan Bulk Terminals, Inc., or its affiliates.

C) Notwithstanding anything contained in this Section 11 to the contrary, Tenant shall also have the right, without the necessity of having to obtain City's prior consent, to assign this Lease or sublet any portion of the Property or the Property as a whole to: (a) any related corporation or other entity which controls Tenant, is controlled by Tenant or is under common control with Tenant (for purposes of this Section 11, "control" shall mean the ownership of more than 50% of the outstanding securities or equity interests of an entity); or (b) a successor corporation or other entity into which or with which Tenant is merged or consolidated or which acquired all of Tenant's stock or substantially all of Tenant's assets and property; provided that the proposed successor entity agrees to comply with all provisions of this Lease.

12. Indemnification. Tenant hereby agrees to indemnify and save harmless City from and against all liabilities, claims, demands, judgments, losses and all suits at law or in equity, costs and expenses, including reasonable attorney's fees, for injury to and/or death of any person or persons and/or loss and/or damage to the property of any person, firm or corporation whomsoever, including both parties hereto and their employees, arising from the construction, maintenance or operation of Tenant's improvements and equipment, or in the carrying on of its business as hereinbefore set forth, except when such liability, claim, demand, judgment or loss arises solely from a negligent act of the City, its agents, contractors or employees.

13. **Insurance** . Tenant shall maintain in full force and effect throughout the currency of this Lease, the following insurance covering any and all liability or obligations which may result from operations by Tenant, Tenant's employees, agents, contractors or subcontractors as aforesaid in this Lease:

A) Property insurance coverage protecting against physical damage (including but not limited to fire, lightning, extended coverage perils, vandalism, sprinkler leakage, water damage, collapse and other special extended perils) to the extent of the replacement cost of Tenant's personal property and improvements as well as goods or property in Tenant's care, custody and/or control.

B) Comprehensive General Liability Insurance (including but not limited to Products and Completed Operations and Contractual Liability, as applicable to Tenant's obligations under this Lease) with limits not less than:

Each Occurrence Limit:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Policy Aggregate:	\$2,000,000

C) Automotive Liability Insurance with Limits not less than:

Bodily Injury and Property Damage Combined Single Limit:	\$1,000,000 per occurrence
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D) Worker's Compensation Insurance in accordance with Chapter 102, Wisconsin Statutes and any applicable Federal law.

E) Umbrella Coverage: \$10,000,000 in aggregate

F) Environmental Impairment Liability Coverage to be continued for a period of 4 years after Lease expiration.

Each Occurrence Limit	\$2,000,000
Aggregate Coverage	\$4,000,000

The Board of Harbor Commissioners of the City of Milwaukee and the City of Milwaukee will be designated on the General Liability, Property Insurance, Automobile and Umbrella policies as Additional Named Insureds. All policies shall be with companies licensed to do business in the State of Wisconsin and rated A or better in the most current issue of Best's Key Rating Guide. Tenant shall furnish City with certificates of insurance for all policies showing that insurance has been written as required. Such evidence shall be provided by Tenant at least thirty (30) days prior to occupancy; and further, such policies shall provide that no less than thirty (30) days' written notice be given to City before any such policies are cancelled or changed to substantially reduce the insurance provided thereby. Said certificates of insurance shall remain in effect for the duration of this Lease. Tenant shall not act in

any manner that may make void or voidable any insurance required herein. Once in every five (5) year period during the term of this Lease Agreement, City may review the extent and limits of the insurance coverage required herein. After said review, the City shall be permitted to reasonably adjust the types and limits of coverage to reflect changes in industry standards, legal requirements, or the nature of the operations conducted by Tenant on the Property. Any such adjustment shall be commercially reasonable and consistent with insurance requirements imposed on other tenants of the City leasing comparable property and engaging in comparable activities as Tenant. Landlord shall provide Tenant with at least ninety (90) days' prior written notice of any proposed adjustment, including a written explanation of the basis for the change. Tenant shall not be required to obtain coverage that is unavailable on commercially reasonable terms or that materially increases Tenant's cost of compliance beyond what is customary for similarly situated tenants. In no event shall the extent and limits of insurance coverage be reduced from the amounts shown herein.

The attorney in fact or agent of any insurance company furnishing any policy of insurance shall sign and furnish an affidavit setting forth that no City official or employee has any interest, direct or indirect, or has received any premium, commission, fee or other thing of value on account of furnishing said policy of insurance.

14. **Taxes & User Fees.** Tenant shall pay and discharge when due all taxes, if any, assessments, levies, user fees and other charges, general and special, that are or may be during the term hereof levied, assessed, imposed or charged on the Property or the improvements thereon or hereafter placed thereon.

15. **Alterations & Improvements.** Tenant shall not make any alterations, additions, buildings or improvements to the Property or Property without the prior written consent of City. Notwithstanding the aforesaid, Tenant, at Tenant's sole cost and expense, may install such trade fixtures as Tenant may deem necessary. In compliance with all applicable governmental and quasi-governmental laws, ordinances and regulations, Tenant shall furnish, upon City's request, plans, specifications, drawings and/or renderings of any proposed alterations, additions, buildings or improvements.

On or before the date of the expiration or earlier termination of this Lease, Tenant shall remove all trade fixtures and any other alterations, additions, buildings or improvements installed by Tenant within the Property; and, upon such removal, Tenant shall restore the Property to a condition substantially similar to that condition when received by Tenant, normal wear and tear excepted. However, notwithstanding the aforesaid, upon City's written election, such alterations, additions, buildings and improvements shall revert to City and shall remain within the Property. In no event shall City have any right to any of Tenant's trade fixtures, except as otherwise set forth in this Lease.

Tenant or its contractors agree to properly secure all necessary permits and licenses required

by any state, federal or local departments or agencies for the construction and operation of Tenant's business and improvements. A copy of each such permit or license shall be sent to the Port of Milwaukee for its record file.

16. **Destruction.** If the improvements upon the Property are damaged in whole or in part by casualty so as to render the Property untenable, and if the damages cannot be repaired within one hundred eighty (180) days from the date of said casualty, this Lease shall terminate as of the date of such casualty. If the damages can be repaired within said one hundred eighty (180) days, and City does not elect within sixty (60) days after the date of such casualty to repair same, then either party may terminate this Lease by written notice served upon the other. In the event of any such termination, the parties shall have no further obligations to the other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Property to City. Should City elect to make such repairs, this Lease shall remain in full force and effect, and City shall proceed with all due diligence to repair and restore the improvements to a condition substantially similar to that condition which existed prior to such casualty. In the event the repair and restoration of the Property extends beyond one hundred eighty (180) days after the date of such casualty due to causes beyond the control of City, this Lease shall remain in full force and effect, and City shall not be liable therefore; but City shall continue to complete such repairs and restoration with all due diligence. Tenant shall not be required to pay any rent for any period in which the Property is untenable. In the event only a portion of the Property is untenable, Tenant's rent shall be equitably abated in proportion to that portion of the Property, which are so unfit. However, there shall be no rent abatement if said damage is due to fault or negligence of Tenant or Tenant's agents, employees or invitees.

17. **Condemnation.** In the event of a Total Condemnation (i.e., a condemnation that renders the Property untenable), or a Partial Condemnation (i.e., any condemnation less than a Total Condemnation), as to which both Parties agree that the Lease shall terminate, this Lease shall terminate as of the date of such Total Condemnation or Partial Condemnation, and City and Tenant may pursue, separately, an award or other compensation, whether pursuant to judgment or by agreement or otherwise, with respect to such Total Condemnation or Partial Condemnation. City may pursue an award or compensation for the residual value of the land within the Property, and for the value of the Parcel 7 Scalehouse or other City-owned buildings located upon the Property after deducting the value of Tenant's leasehold interest and the value of the Parcel 5 Scalehouse owned by Tenant, and any other award or compensation due to landlords under applicable law. Tenant may pursue an award or other compensation for the value of Tenant's improvements on the Property, including the Parcel 5 Scalehouse, the value of

Tenant's leasehold interest, moving and relocation costs and expenses, and any other compensation due to tenants under applicable law. City agrees to provide written notice of any condemnation proceeding to Tenant as soon as practicable upon receipt of notice of such proceedings. In the event of Partial Condemnation, the parties may elect to repair, restore or rebuild the portion of the Property not condemned and improvements to a condition equivalent to that existing prior to such Partial Condemnation, in which case, this Lease shall continue, and the condemnation award shall be paid to the party(s) undertaking the restoration or rebuilding on an equitable basis, in proportion to the share of the costs of restoration or rebuilding borne by each party. Notwithstanding anything to the contrary contained in this Section 17, in the event that a Partial Condemnation impairs Tenant's ability to use the Property for the Permitted Use in substantially the same capacity preceding said Partial Condemnation (e.g. if Tenant loses the right to use the dock, or if Tenant's operational or storage capacity is decreased to the point at which Tenant deems it infeasible to operate its business) Tenant shall have the right to terminate this Lease by written notice to City. In the event of any such termination, the parties shall have no further obligations to the other except for those obligations accrued through the effective date of termination; and upon such termination, Tenant shall immediately surrender possession of the Property to City in accordance with the terms of this Lease.

City agrees to schedule any restoration or rebuilding work it agrees to undertake in conjunction with Tenant in order to facilitate the continued operation of Tenant's business, furthermore, City agrees that during restoration, it will make its best effort to supply alternate on-site or near-to-site facilities to Tenant so that Tenant's operations during restoration may continue as expeditiously as possible (e.g. supplying alternate docking and berthing space located at City's Terminal 1 if dock on Property constitutes a portion of the Property that needs to be restored).

18. **Site Development Agreements.** In the event that City and Tenant agree to a plan for the future development of the Property, said plan shall be embodied in a Site Development Agreement which shall be appended to this Lease as an Addendum and shall be incorporated into this Lease as though an integral part thereof. Tenant agrees to fully and continuously comply with all terms and condition of the Site Development Agreement and further agrees that any non-compliance on its part with any of these terms and conditions shall constitute an event of default under this Lease.

19. **Compliance with Laws and Orders.** Tenant agrees to observe fully and to comply with any laws, statutes, regulations, ordinances, rules, requirements or directives now in force or which shall emanate from any state, federal or local departments or agencies having jurisdiction. Tenant also agrees to be fully bound and to observe the provisions of the Municipal Port Tariff in effect as of the date of commencement of this Lease and of any successor or equivalent document issued by the Board of Harbor

Commissioners of the City of Milwaukee during the term of this Lease.

20. **Security Compliance.** Tenant agrees to conform to all national security requirements imposed by the U.S. Department of Homeland Security, the Marine Transportation Security Act and its implementing regulations applicable to the Property, as well as any applicable state and local security rules and regulations.

Tenant also agrees to comply with any reasonable measures and obligations imposed by a Port of Milwaukee tenant consortium formed to administer security requirements.. Tenant will become a member of any such consortium and pay any reasonable fees or levies imposed by that consortium or by the Port of Milwaukee to cover security costs, as agreed to by the consortium.

“Security,” as that term is used herein shall mean “Measures designed to safeguard personnel; to prevent unauthorized access to equipment, property, buildings, harbor facilities, installations, materials, and documents; and to safeguard against espionage, sabotage, damage, and theft, or to prevent persons or organizations from engaging in any activity or using Port properties, equipment and material in a manner that would aid an effort to harm vital interests of the City of Milwaukee, the State of Wisconsin or the United States of America.”

21. **Environmental Compliance and Obligations.**

A) **Compliance with Environmental Regulations.** Tenant shall fully comply with all environmental laws, including statutes, regulations, or other applicable requirements imposed by any federal, state, or municipal agency with respect to the environmental condition of the Property and/or with respect to any activities or operations that Tenant may conduct upon the Property (hereinafter referred to as "Environmental Requirements"). Tenant shall not cause, permit or suffer the existence or commission by Tenant, its agents, employees, contractors or invitees, or by any other person of any violation of any Environmental Requirements upon, about or beneath the Property or any portion thereof.

B) **Environmental Laws.** The term "Environmental Laws" shall mean and include (a) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984; (b) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601-9657; (c) the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812; (d) the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; (e) the Clean Air Act, 42 U.S.C. § 7401, et. seq.; (f) the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136, et. seq.; (g) Chapters 280-299 of Wisconsin Code; and all similar federal, state, or local environmental laws, ordinances, rules, codes and regulations, and as any of the foregoing may have been amended, supplemented, or supplanted and any other federal, state or local laws, ordinances, rules, codes and regulations now existing relating to

the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials.

C) Hazardous Material; Environmental Liens. Except to the extent commonly used in the day-to-day operation of the Property, and in strict compliance with all Environmental Requirements (including those relating to storage, use and disposal), Tenant shall not cause, permit or suffer any "hazardous material" or "hazardous substance" (as defined by applicable Federal or State statutes or regulations) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Property or any portion thereof by Tenant, its agents, employees, contractors, tenants or invitees, or any other person without the prior written consent of the City. Any request by Tenant for such consent by the City shall be in writing and shall demonstrate to the reasonable satisfaction of the City that such "hazardous material" or "hazardous substances" is necessary to the conduct of the business of Tenant and will be stored, used, and disposed of in a manner that complies with all applicable Environmental Requirements. Should such consent be granted, Tenant shall indemnify the City, as fully provided by Section 12 of this Lease, for any liability or loss resulting from Tenant's handling or use of such hazardous materials or substances. Tenant shall not create or suffer to exist with respect to the Property any lien, security interest, or other charge or encumbrance of any kind relating to the environmental condition of the Property, including (without limitation) any lien imposed pursuant to Sec. 107(f) of the Superfund Amendments and Reauthorization Act 1986 (42 U.S.C. § 9607(L)) or any similar State Statute.

D) Obligation to Investigate and/or Remediate. Tenant shall, upon demand of the City, and at its sole cost and expense, promptly take all actions to investigate and/or remediate the environmental condition of the Property which may be required by any federal, state or local governmental agency or political subdivision which remediation is necessitated from, or attributable to, the presence upon, about, or beneath the Property of any "hazardous material" or "hazardous substances" or any violation of Environmental Requirements caused by the Presence of and/or activities or operations conducted by the Tenant upon the Property. Any such investigation and/or remediation shall be performed by and under the direction of a qualified environmental consulting or engineering firm approved by City in advance of the commencement of the work. Tenant agrees to allow entry upon the Property by the City, or agents, contractors or employees of the City for purposes of conducting environmental audits and/or other tests for the purpose of determining the impact of Tenant's presence and/or activities or operations upon or with respect to the Property upon the environmental condition thereof. In the event that Tenant performs any such environmental audit and/or test on its own behalf, it shall promptly provide to the City full and complete copies of any results and/or reports that are generated in connection with the above activities.

E) Survival of Obligations. Tenant's obligations with respect to the environmental condition of the Property (as more fully set forth in Sections 20A) through C) above) shall survive the expiration or termination of this Lease.

F) Nothing in this agreement shall be deemed to be or constitute a waiver by the City of any defense available to it as a governmental entity pursuant to 42 U.S.C. § 9601 (35) (A) (ii) and § 9607 (b) (3) or Wis. Stat. § 292.11(9)(e), 292.23(2), 292.24(2) and 292.26.

22. **Liens**. Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest herein without obtaining the prior written consent of City. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as "Encumbrance") to be filed, against the Premises or the Property, Tenant shall dismiss or bond against same within fifteen (15) days after the filing thereof. If Tenant fails to remove said Encumbrance within said fifteen (15) days, City shall have the absolute right to remove said Encumbrance by whatever measures City shall deem convenient including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse City, as Additional Rent, all costs expended by City, including reasonable attorney's fees, in removing said Encumbrance. All of the aforesaid rights of City shall be in addition to any remedies which either City or Tenant may have available to them at law or in equity.

23. **Warranties of Title and Quiet Enjoyment; Non-Disturbance**.

A) City hereby covenants and warrants that it is seized with the fee simply absolute title to the Property, free and clear of all liens, encumbrances, easements, restrictions and title defects or matters other than those matters, including without limitation, the location and placement of water, sewer, septic and other utility lines which are shown on Exhibit _____. City further covenants, warrants and agrees to defend the same and Tenant in its quiet enjoyment and peaceable possession of the Property and its rights under this Lease, free from hindrance by City or any person claiming by, through or under City.

B) As of the date of this Lease, the City is not a party to any mortgages or ground leases (other than this Lease) encumbering the Scalehouses or Property. In the event that the City ever becomes a party to such a mortgage, it shall make its best efforts to obtain an agreement from any future mortgagee for the benefit of Tenant whereby any such future mortgagee agrees not to disturb the Tenant's quiet enjoyment of the Property and to maintain this Lease in full force and effect.

24. **Time of the Essence**. It is expressly understood and agreed to by the parties hereto that time is of the essence for each term and provision of this Lease.

25. **Waiver**. One or more waivers by any party of any covenant or condition of this Lease shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such

consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

26. **Sole Agreement and Amendment.** This shall be binding upon the parties hereto and their respective successors and assigns, and may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Lease. Each person signing this Lease warrants that this is the full, entire and complete Lease between the parties; that the terms of this Lease supersede and nullify any and all prior discussion, negotiations or agreements between the parties and/or any of the parties' respective officers, employees or agents relating in any manner to the subject matter of this Lease; and that no promise or inducement not expressed in this Lease has been made or exists to cause or influence each such person to execute this Lease. Each party hereto warrants that the person signing this Lease on such party's behalf possesses the authority and ability to bind the party on whose behalf each signs.

27. **Notice.** Any notice provided for herein or given pursuant to this Lease, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by receipted personal delivery to the parties as follows:

To the City:

BOARD OF HARBOR COMMISSIONERS
2323 S. Lincoln Memorial Drive
Milwaukee, WI 53207
Attention: Municipal Port Director

To the Tenant:

COMPASS MINERALS AMERICA INC.
9900 W. 109th Street, Suite 100
Overland Park, KS 66210
Attention: Logistics

28. **Governing Law.** This Lease shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Lease or any exhibits hereto, or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Lease and exhibits, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by applicable law.

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Lease are subject to and conditioned on the provisions of Wis. Stat. §19.21, et seq. Tenant acknowledges that it is obligated to assist the City in retaining and producing records that

are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Lease, and that the Tenant must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Lease.

29. **Authorization.** The undersigned signatories to this instrument represent that they are duly authorized to contract on behalf of their respective entities.

30. **No Slavery Affidavit.** The Tenant shall execute the Affidavit of Compliance attached hereto as Exhibit _____ contemporaneously with its execution of this Lease.

31. **Nondiscrimination.** Tenant hereby agrees that in its use of the Property and in its activities undertaken pursuant hereto it shall not discriminate, permit discrimination or restriction on the basis of race, sexual orientation, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin.

32. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Lease. The terms "Board of Harbor Commissioner" and "City" whenever used herein shall mean and include the Board of Harbor Commissioners of the City of Milwaukee and/or its successors and assigns in authority, as the context may require.

33. **Approval.** IT IS FURTHER AGREED AND UNDERSTOOD that this Lease must be submitted to the Common Council of the City of Milwaukee and that the same must be approved by the Common Council and its execution authorized.

34. **Survival.** Paragraphs 13 (Indemnification), 22 (Environmental Compliance), and 26 (Waiver) of this Lease, in addition to any other provisions of this Lease which, by their content are intended to survive, shall survive the termination or expiration of this Lease.

34. **Prior Lease Superseded.** The Prior Lease is hereby terminated, superseded and replaced by this Lease.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers executed this Lease under seal as of the day and year first above written.

CITY OF MILWAUKEE

Cavalier Johnson, Mayor

Jim Owczarski, City Clerk

COUNTERSIGNED:

Bill Christiansen, Comptroller

BOARD OF HARBOR COMMISSIONERS

Timothy K. Hoelter, President

Jackie Q. Carter, Secretary

COMPASS MINERALS AMERICA INC.

Name / title

STATE OF _____
_____ COUNTY

Personally came before me this _____ day of _____, 20____, _____,
the _____, and (add name if 2nd person signed above, the (and their title here), who
by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires _____

STATE OF KANSAS
COUNTY OF JOHNSON

This record was acknowledged before me on this _____ day of _____, 20____, by
_____ as _____ of Compass Minerals America Inc.

Signature of notarial officer

Official Stamp

Notary Public _____
Title of office

My commission expires: _____

PLEASE NOTE: TENANTS MUST COMPLETE THE FOLLOWING:

(**Note:** Someone other than the individual who executed this Lease must certify the following):

CERTIFICATE RE: CORPORATION

I, _____ certify that I am the _____ of the above
(print name) (print title)

TENANT named herein; that _____, who executed this Lease on behalf of
(print signator of tenant)

the above TENANT was then _____ of said corporation, and in said
(official capacity of signator)

capacity, duly signed said Lease for and on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by action of its duly constituted board, all of which is within the scope of its corporate powers.

Dated at _____ this _____ day of _____ 20 ____
(location)

(signature)

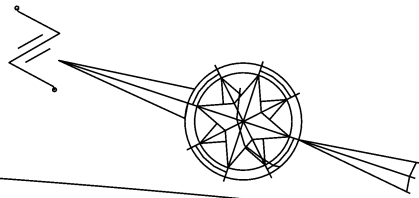
APPROVED as to Form and Execution this
_____ day of _____, 20____

Assistant City Attorney

i:leaseboilerplate.doc

EXHIBIT A

(See following parcel maps)



SOUTH CARFERRY DRIVE

S13°15'04"E 193.65'

CHORD: S16°44'21"E 142.56'
ARC: 142.64', R: 1171.28'

S20°13'44"E 139.83'

N62°14'29"E 177.83'

COMPASS MINERALS AMERICA INC.
1551 S. CARFERRY DR.
1.44 ACRES

N69°46'16"E 120.18'

N27°45'31"W 242.95'

N62°14'29"E 26.50'

N27°45'31"W 208.50'

MUNICIPAL MOORING BASIN

BOARD OF HARBOR COMMISSIONERS
CITY OF MILWAUKEE

PORT MILWAUKEE
SOUTH HARBOR TRACT
COMPASS MINERALS AMERICA INC.
PARCEL 1

DRAWN BY: M.T.G.
CHECKED BY:

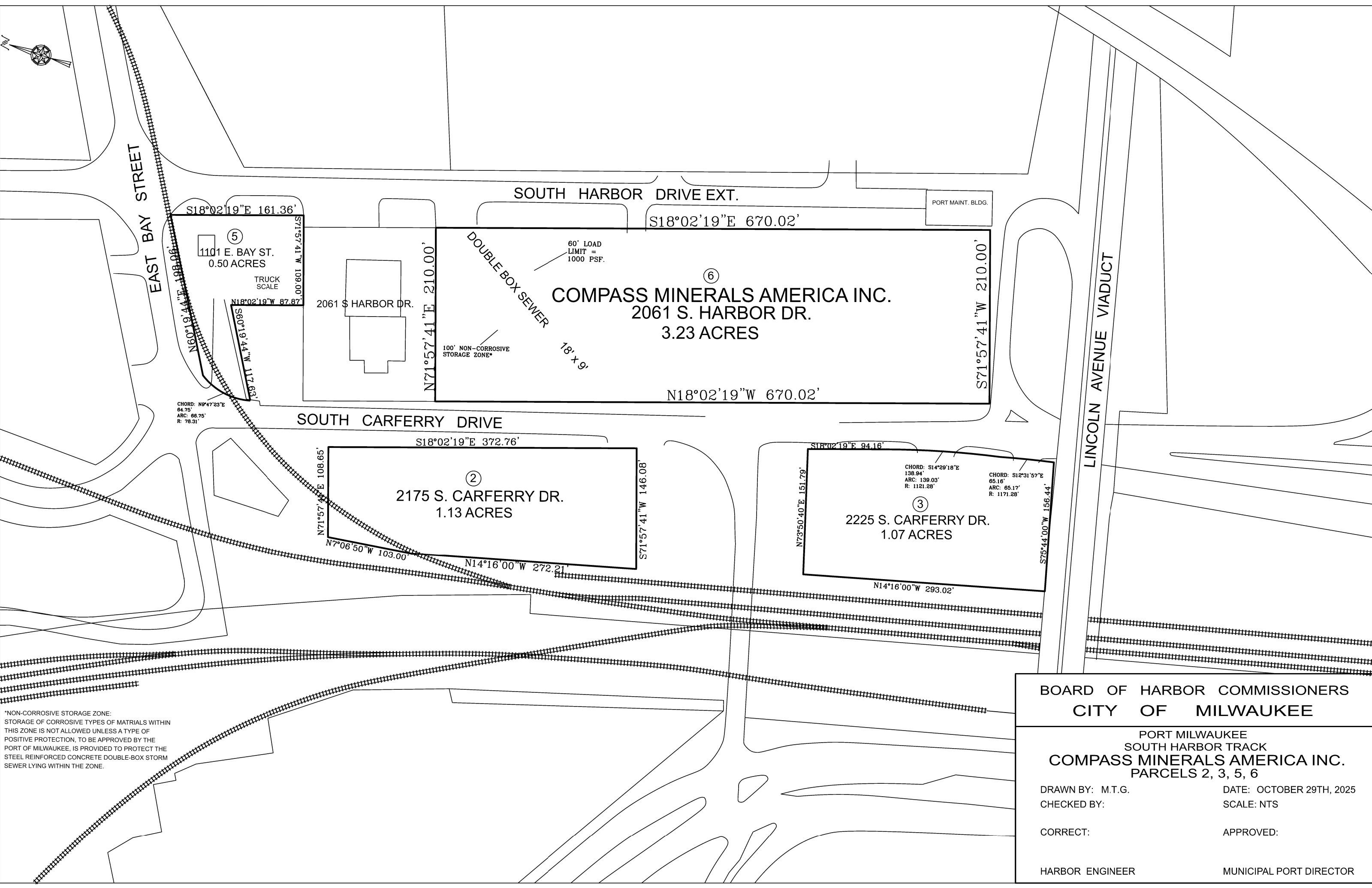
DATE: OCTOBER 29TH, 2025
SCALE: 1" = 40'

CORRECT:

APPROVED:

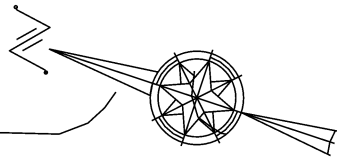
HARBOR ENGINEER

MUNICIPAL PORT DIRECTOR



*NON-CORROSIVE STORAGE ZONE:
STORAGE OF CORROSIVE TYPES OF MATRIALS WITHIN
THIS ZONE IS NOT ALLOWED UNLESS A TYPE OF
POSITIVE PROTECTION, TO BE APPROVED BY THE
PORT OF MILWAUKEE, IS PROVIDED TO PROTECT THE
STEEL REINFORCED CONCRETE DOUBLE-BOX STORM
SEWER LYING WITHIN THE ZONE.

BOARD OF HARBOR COMMISSIONERS CITY OF MILWAUKEE	
PORT MILWAUKEE SOUTH HARBOR TRACK COMPASS MINERALS AMERICA INC. PARCELS 2, 3, 5, 6	
DRAWN BY: M.T.G.	DATE: OCTOBER 29TH, 2025
CHECKED BY:	SCALE: NTS
CORRECT:	APPROVED:
HARBOR ENGINEER	MUNICIPAL PORT DIRECTOR



SOUTH HARBOR DRIVE

COMPASS MINERALS AMERICA INC.
1830 S. CARFERRY DR.
2.06 ACRES

SOUTH CARFERRY DRIVE

BOARD OF HARBOR COMMISSIONERS
CITY OF MILWAUKEE

PORT MILWAUKEE
SOUTH HARBOR TRACT
COMPASS MINERALS AMERICA INC.
PARCEL 4

DRAWN BY: M.T.G.
CHECKED BY:

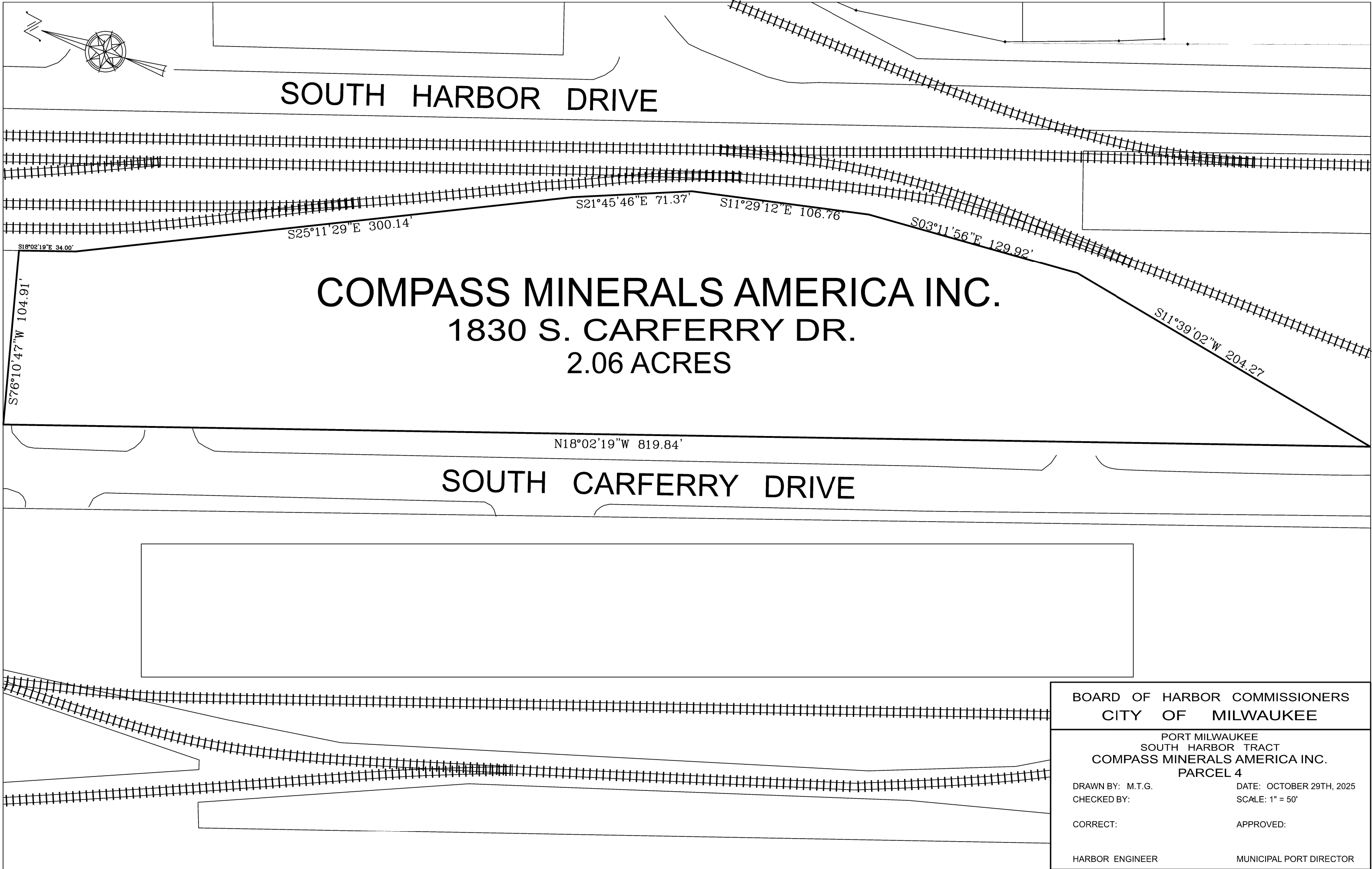
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SCALE: 1" = 50'

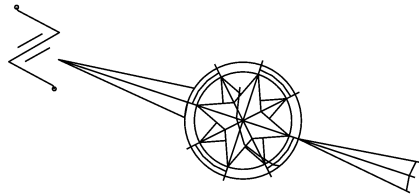
CORRECT:

APPROVED:

HARBOR ENGINEER

MUNICIPAL PORT DIRECTOR





INTERSTATE HIGHWAY 794 (I-794)

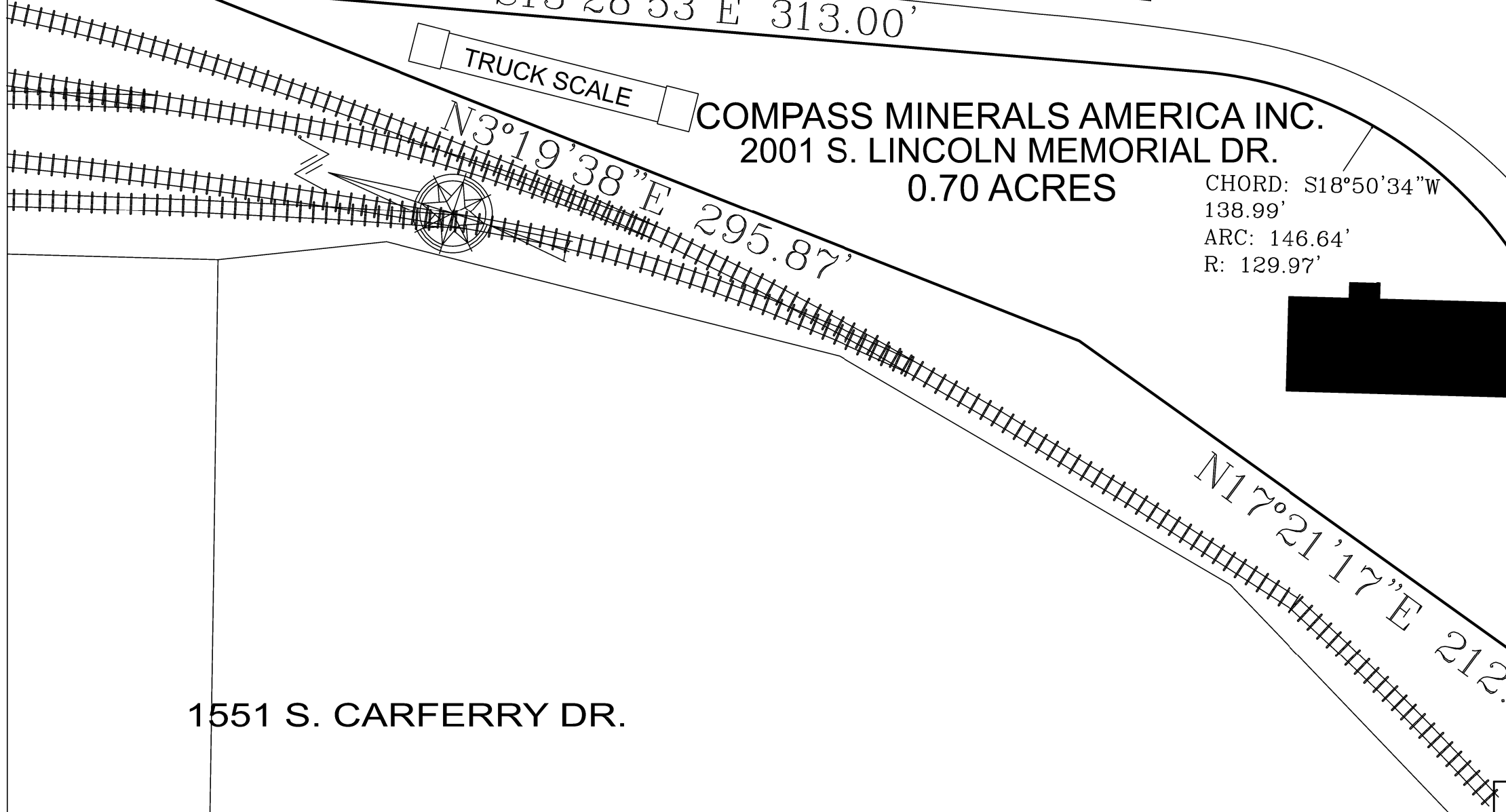
SOUTH LINCOLN MEMORIAL DRIVE

S13°28'53"E 313.00'

TRUCK SCALE

COMPASS MINERALS AMERICA INC.
2001 S. LINCOLN MEMORIAL DR.
0.70 ACRES

CHORD: S18°50'34"W
138.99'
ARC: 146.64'
R: 129.97'



N3°19'38"E 295.87'

N17°21'17"E 212.00'

S60°19'44"E 124.85'

EAST BAY STREET

1551 S. CARFERRY DR.

BOARD OF HARBOR COMMISSIONERS
CITY OF MILWAUKEE

PORT MILWAUKEE
SOUTH HARBOR TRACT
COMPASS MINERALS AMERICA INC.
PARCEL 7

DRAWN BY: M.T.G.
CHECKED BY:

DATE: OCTOBER 29TH, 2025
SCALE: 1" = 40'

CORRECT:

APPROVED:

HARBOR ENGINEER

MUNICIPAL PORT DIRECTOR

