

**PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT  
(KINNICKINNIC AVENUE TEA GRANT)**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE (this “Assignment”) is made and effective as of the \_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Milwaukee, a public body corporate and politic created and existing under the laws of the State of Wisconsin (“City”), and Komatsu Mining Corp., a Delaware corporation (“KMC”).

WITNESSETH:

WHEREAS, City is party to that certain State/Municipal Agreement For A Transportation Economic Assistance Grant (TEA Grant) with the Wisconsin Department of Transportation related to certain improvements to be made by KMC to South Kinnickinnic Avenue in the City of Milwaukee, a copy of which is attached as Exhibit A (the “KK TEA Grant Agreement”); and

WHEREAS, the City entered the KK TEA Grant Agreement in order to provide financial support to certain infrastructure work required by KMC’s development project located at 401 East Greenfield Avenue (the “KK Avenue Work”); and

WHEREAS, KMC will be providing the balance of the funding for the KK Avenue Work; and

WHEREAS, City will be letting the contracts for the KK Avenue Work; and

WHEREAS, City would like to assign to KMC and KMC is willing to accept certain of the City’s obligations under the KK TEA Grant Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and KMC hereby agree as follows:

Partial Assignment. City hereby assigns and sets over unto KMC all of City’s obligations in the sections of the KK TEA Grant Agreement set forth below:

1. Section 1 General Conditions, items a, b, c, provided that the obligations of KMC for the cost of environmental compliance shall be limited to the extent of the design and construction of the improvements, d, g, k, and l;
2. Section 4
3. Section 5, items a, b, c, provided that the obligations of KMC pursuant to subsection c shall be limited to during the period of construction of the improvements and shall end upon their completion, d, f, provided that KMC’s obligations pursuant to this subsection f shall be limited to the cost of construction of storm sewers required because of the improvements, g, provided that KMC’s obligations pursuant to this subsection g shall exclude any underground storage tanks and shall be limited to the direct costs incurred to the extent caused by disturbing contaminated soils by the improvements, and h, provided that KMC’s obligations pursuant to this subsection h shall be limited to costs for pavement or

- lighting only if necessary to conform pavement or lighting to pavements or lighting fixtures existing as of the commencement of the improvements.
4. Section 7; provided that the assignment of Section 7 shall be limited to reimbursement of costs incurred up to the date of withdrawal, and only if caused by a withdrawal by KMC, provided that the City agrees not to withdraw from the project without KMC's prior written consent, which it may withhold in its sole discretion.
  5. Section 8
  6. Section 9
  7. Section 10, items b, the second sentence of the subsection only, provided that the obligations of KMC pursuant to subsection b shall be limited to the period during the construction of the improvements c, f, h, provided that the obligations of KMC pursuant to subsection h shall be limited to the cost of construction of the improvements, and i, provided that the obligations of KMC pursuant to subsection i shall be limited to reporting eligible job creation to the City.
  8. All Non participating items

Assumption. KMC hereby accepts the foregoing assignment of all of City's obligations set forth below, and agrees to perform and observe all of the terms, covenants, and conditions of the KK TEA Grant Agreement so assumed by or on the part of City from and after the date hereof:

1. Section 1 General Conditions, items a, b, c, provided that the obligations of KMC for the cost of environmental compliance shall be limited to the extent of the design and construction of the improvements, d, e, g, h, k, and l
2. Section 4
3. Section 5, items a, b, c, provided that the obligations of KMC pursuant to subsection c shall be limited to during the period of construction of the improvements and shall end upon their completion, d, f, provided that KMC's obligations pursuant to this subsection f shall be limited to the cost of construction of storm sewers required because of the improvements, g, provided that KMC's obligations pursuant to this subsection g shall exclude any underground storage tanks and shall be limited to the direct costs incurred to the extent caused by disturbing contaminated soils by the improvements, and h, provided that KMC's obligations pursuant to this subsection h shall be limited to costs for pavement or lighting only if necessary to conform pavement or lighting to pavements or lighting fixtures existing as of the commencement of the improvements.
4. Section 7; provided that the assignment of Section 7 shall be limited to reimbursement of costs incurred up to the date of withdrawal, and only if caused by a withdrawal by KMC provided that the City agrees not to withdraw from the project without KMC's prior written consent, which it may withhold in its sole discretion.
5. Section 8
6. Section 9

7. Section 10, items b, the second sentence of the subsection only, provided that the obligations of KMC pursuant to subsection b shall be limited to the period during the construction of the improvements, c, f, g, and i, provided that the obligations of KMC pursuant to subsection i shall be limited to reporting eligible job creation to the City.
8. All Non participating items

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[Signature Page Follows]

IN WITNESS WHEREOF, City and KMC have each caused this Assignment to be duly executed and delivered as of the day, month, and year first above written.

CITY OF MILWAUKEE:

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Lafayette Crump, Commissioner of City Development

KOMATSU MINING CORP.:

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John Koetz, President

Exhibit A

State/Municipal Agreement For A Transportation Economic Assistance Grant

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