

AMENDMENT TO LEASE AGREEMENT

Between

NORTH AMERICAN SALT COMPANY

And the

BOARD OF HARBOR COMMISSIONERS

City of Milwaukee

Parcel 8 consisting of approximately 2.3 acres is to be added to the existing 7 parcels for Lease dated October 3, 2005.

Term: October 1, 2009 through March 31, 2025

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (hereinafter referred to as the "Amendment"), is made and entered into at Milwaukee, Wisconsin as of this ____ day of _____, 20__ by and between NORTH AMERICAN SALT COMPANY, a Delaware corporation and a Compass Minerals company (hereinafter referred to as the "Tenant"), and the CITY OF MILWAUKEE, a Wisconsin municipal corporation, by and through its Board of Harbor Commissioners (hereinafter collectively referred to as the "City").

WITNESSETH

WHEREAS the City and the Tenant have entered into a Lease Agreement (hereinafter referred to as the "Lease Agreement") for the lease of seven (7) parcels of real property totaling approximately 10.214 acres and a building located on the Port's South Harbor Tract in the City of Milwaukee, executed by Tenant on October 3, 2005; and

WHEREAS neither the Tenant nor the City has at any time elected to terminate the Lease Agreement and consequently, the Lease Agreement has continued to be, and remains, in full force and effect; and

WHEREAS the City and the Tenant have agreed to amend the terms of the Lease Agreement as further specified in this Amendment of the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the City and the Tenant agree to amend the Lease Agreement as follows:

1. Purpose of Amendment. Permitted Use; Improvements. City hereby leases, demises, and lets unto Tenant the real property comprised of one parcel of bare ground as more particularly described in Section 2 below ("Parcel 8"). The "Permitted Use" for Parcel 8 is the receiving, handling, storage, processing and delivery of rock salt and a low temperature deicing agent to be blended with the rock salt, including tarping and loading/unloading trucks. Tenant may construct an asphalt pad over the entire Parcel 8 or a portion thereof and erect a fabric building of approximately 20,000 square feet in which Tenant will conduct its Permitted Use operations. All such improvements shall be the sole property of Tenant. Other operations may be performed and other improvements may be constructed with the written consent of the Port Director.

2. Property. The Lease is hereby amended to include approximately 2.313 acres of bare ground located at the southwest corner of the intersection of E. Bay Street and S. Lincoln Memorial Drive in Milwaukee, Wisconsin. Said real property is hereby added to the Lease Agreement as "Parcel 8," thus constituting a Parcel and a portion of the Property (all capitalized terms used herein but not defined shall have the meanings given them in the Lease Agreement). A diagram depicting the location of Parcel 8 is affixed hereto as Exhibit A and is incorporated into this Amendment by reference. Parcel 8 is subject to certain load limitations set forth on the attached Exhibit A.

Tenant warrants that Parcel 8 in its present condition is suitable for Tenant's intended use. Tenant's occupancy of the Property is subject to the easements and restrictions of record as shown on the depiction of Parcel in Exhibit A attached hereto. City represents and warrants that should additional easements and restrictions be placed upon the Property, City will provide Tenant with advance notice thereof.

3. Term. The term of this Amendment in reference to Parcel 8 shall be as follows, subject to Tenant's right to terminate the Lease Agreement as provided in the Lease Agreement or in this Amendment:

A) Initial Term. An initial term beginning October 1, 2009 commencing at 12:00 A.M. and ending at 11:59 P.M. on March 31, 2025 (the "Initial Term").

B) Extension of Term. The term of this Amendment shall be extended automatically for two successive periods of five (5) years each unless Tenant or City delivers written notice to the other of the termination of this Amendment at least 360 days prior to the expiration of the Initial Term, or in the case of the second period, at least 360 days prior to the expiration of the first successive period. If this Amendment extends beyond the Initial Term, the terms and provisions of the Lease Agreement shall automatically extend with respect to Parcel 8.

C) No Early Termination. Notwithstanding anything to the contrary contained in the Lease Agreement, City may not exercise its right to terminate the Lease Agreement with respect to Parcel 8 on any Early Termination Dates (as such term is defined in the Lease Agreement) or otherwise as contemplated by Section 2 of the Lease Agreement.

4. Rent.

A) Tenant shall pay, as base rental, for Parcel 8 a rental rate of \$17,000 per acre per annum, for a total sum of \$39,321 per annum (\$3,276.75 per month). Rent shall commence on October 1, 2009.

B) Rent for Parcel 8 shall be subject to the escalation provisions of Section 3. Rent of the Lease Agreement, except that such rent shall not be subject to escalation until April 1, 2015 and each fifth anniversary thereafter.

5. Permits. Tenant may terminate this Amendment on or before Jun 1, 2010 upon sixty (60) days advance written notice to the City if Tenant does not receive all construction permits and approvals it requests from time to time from any state, federal or local departments or agencies having jurisdiction for purposes of operating Parcel 8 in accordance with its Permitted Use.

6. Termination and Vacation. Except as provided below, Tenant shall vacate Parcel 8 in accordance with the terms and conditions of the Lease Agreement Section 9. Termination and Vacation with the land being returned to the City in essentially the same condition in which it was received, free and clear of all Tenant's improvements; provided, however, at City's sole election in lieu of removal, such improvements or portions of them may be turned over to the City in an "as is" condition without any warranty whatsoever, Tenant shall remove all improvements within 30 days following its receipt of the City's notice that the City desires that Tenant remove such improvements.

7. Condemnation. In the event that the Federal or State government condemns all or part of the property subject to the Lease Agreement (i.e. Parcels 1 through 8), the Tenant may terminate the Lease Agreement with respect to those Parcels upon Ninety (90) days advance written notice to the City subject to total or partial condemnation. In that event, rent (including escalations) shall cease with respect to those Parcel(s) no longer subject to the Lease Agreement.

8. Parcel 8 Amendment. With the exception of Sections 7 and 11 hereof (which shall apply to the Lease Agreement as a whole), this Amendment shall apply only to Parcel 8 and it shall not apply to Parcels 1 through 7 as they are identified in the Lease Agreement.

9. Ratification. Except as otherwise expressly provided for in this Amendment, all other terms and conditions of the Lease Agreement shall remain unchanged and continue in full force and effect and apply to Parcel 8.

10. Approval. IT IS FURTHER AGREED AND UNDERSTOOD that this Amendment 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. If the City does not obtain approval before October 1, 2009, then Tenant shall have the right to terminate this Amendment upon notice to the City.

11. Notice. The address for notices to Tenant pursuant to Section 28 of the Lease Agreement is hereby amended to read:

NORTH AMERICAN SALT COMPANY
9900 West 109th Street, Ste, 600
Overland Park, KS 66210
ATTN: Director of Logistics - Highway

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

In the Presence of:

CITY OF MILWAUKEE

Tom Barrett, Mayor

Ronald D. Leonhardt, City Clerk

COUNTERSIGNED:

W. Martin Morics, City Comptroller

BOARD OF HARBOR COMMISSIONERS

Timothy K. Hoelter, President

Donna Luty, Secretary

NORTH AMERICAN SALT COMPANY

By: _____

Print Name: _____

Title: _____

**STATE OF KANSAS
JOHNSON COUNTY**

Personally came before me this ____ day of _____, 20____, Michael E. Ducey, the President, of North American Salt Company., who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin
My Commission Expires: _____

PLEASE NOTE: TENANT 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
(print name) (print title)

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

Lease on behalf of the TENANT was then _____ of said
(official capacity of signator)

corporation, and in said 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

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