

FORMER PULLIAM POWER PLANT SITE AGREEMENT
REGARDING TEN GENERAL TERMS AND CONDITIONS
(BETWEEN C. REISS AND BROWN COUNTY, A/K/A 'THE PARTIES')
BROWN COUNTY PORT DEVELOPMENT PROJECT

1. C. Reiss will lease 16 useable acres from the County at the former Pulliam Power Plant (PPP) Site. Said useable acres shall be located in the northernmost area of the PPP Site. C. Reiss will lease an additional amount of contiguous acreage (up to 1.5 acres) for an appropriately sized stormwater pond which C. Reiss will maintain (collectively, with the 16 useable acres, the "Leased Area"). The Leased Area shall fall within Boundaries 1, 2, 3 and 4, as depicted in Exhibit 1, which is attached to and incorporated into this Agreement. Such boundaries are subject to change if agreed upon mutually by the Parties. From Exhibit 1, "Boundary 1" may shift downward and "Boundary 3" may shift upward to define the border of the Leased Area. The orientation of "Boundary 1" and "Boundary 3" shall not deviate significantly from what is shown in Exhibit 1. "Boundary 2" shall contain between 800 feet and 850 feet of leased property along the eastern edge of the former PPP parcel, depending on the total dock wall length (if the dock wall is 1,700 feet, then each Party shall have 850 feet of dock wall; if the dock wall is 1,600 feet, then each Party shall have 800 feet of dock wall; and if the dock wall is 1,650 feet, then C. Reiss shall have 850 feet of dock wall, and the County shall have 800 feet of dock wall). The Leased Area, including corresponding dock wall and stormwater pond shall be completed prior to, or at the same time as, any other part of the site.
2. If the Leased Area includes the portion of property requiring an easement as depicted in Exhibit 1, then C. Reiss agrees to grant the County such easement across the Leased Area for **future** road and rail access, but such easement shall not affect or restrict C. Reiss's use of the Leased Area unless and until the County determines to utilize it for operations. In exchange the County agrees that **if in the future** the County moves ahead with utilizing the road and/or rail easement, **then** the County shall make C. Reiss whole for any Leased Area separated by the then active road and/or rail easement by providing C. Reiss an equal amount of contiguous, useable additional acreage within the PPP Site which is suitable for its operations.
3. Lease payments shall be \$350,000 per year, and shall increase every 5 years during the first 25 years based on the cumulative increase in the Consumer Price Index (CPI), if any, that occurred during the five years preceding the year the adjustment is made. In Year 26, a one-time adjustment to the Lease Payment shall be made to close the gap between market lease rates and the Year 25 Lease Payment, using the method described in the following paragraph. This one-time adjustment in Year 26 is capped at 100% of the Year 25 lease payment. From Year 26 forward, the Lease Payment escalator shall be determined every 5 years using the method described above. Any subleases must be approved in advance by the Brown County Board of Supervisors.

If during Year 23 the Parties can't agree on a new Market Rate to begin in Year 26, then at the start of Year 24, the Parties shall retain a mutually agreeable consultant with relevant credentials to determine and set the new Market Rate for this lease. If the Parties can't agree on a consultant to retain, then each Party shall retain its own consultant, and a third mutually agreeable consultant shall then review the information and set the Market Rate.

4. The Term of the lease is 60 years, which may be extended by mutual agreement of the parties.
5. After the occupancy Term of the Lease begins (including construction of an approximately 8 acre asphalt pad **if** Project funds are available after other expenses of this Project are paid, **but if** said Project funds are **not** available after other Project expenses are paid, **then** it is anticipated that **the City of Green Bay will formally agree to** contribute a sum to cover said shortfall(s), **not to exceed \$2.2 million**, for the purposes of relocation or redevelopment, and only if needed for the asphalt pad and/or for other Project shortfalls, and if the City of Green Bay does not do as described above, then then the Parties, and the City of Green Bay, shall meet to mutually agree on how to proceed regarding any shortfall), C. Reiss shall not initiate any new storage of coal in Green Bay south of I-43. No coal may be stored at the former PPP Site by C. Reiss and/or by any other entity.
6. The County will construct a truck scale on the former PPP Site for use by operators including C. Reiss.
7. This New Offer is contingent upon the County receiving the following anticipated grant funding (collectively, the "Anticipated Grant Funding"), and if any portion of the following grant funding is not received, then the Parties, and the City of Green Bay, shall meet to mutually agree on how to proceed regarding any shortfall, and this agreement will otherwise remain in effect:
 - a. \$10,100,000 (Federal PIDP/MARAD Grant); and
 - b. \$12,909,278 (Remainder of already awarded State NIFP Grant).
8. C. Reiss shall be an active participant, and shall have input, regarding the Leased Area, including at the 60%, 80% and 100% engineering design phases. A mutually agreed design shall be incorporated into the formal lease for the Leased Area between the Parties (the "Lease").
9. The Lease must be fully executed **prior to** September 15, 2025, or either Party may require the other to participate in Binding Arbitration to resolve any Lease issues. Until the Lease is executed by the Parties, the Anticipated Grant Funding may not be used except for engineering, design, and nominal costs. To the extent this restriction is contrary to any required earmarking or expenditure of Anticipated Grant Funds, the Parties shall mutually agree upon how to proceed.

10. This Agreement is subject to and contingent upon the approval of the Brown County Board of Supervisors.

BY SIGNING BELOW, each Signor affirmatively states that they have the authority to bind the entity that they are signing on behalf of to the terms and conditions of this Agreement, and that the entity they are signing on behalf of (the Recipient or the County) agrees to be, and hereby is, so bound.

	COUNTY OF BROWN
Name of the Company	Name of County
Printed Name of Individual Signing on Behalf of the Company	Name of Individual Signing on Behalf of County
Printed Title of Individual Signing on Behalf of the Company	Title of Individual Signing on Behalf of County
X	X
Signature of Individual Signing on Behalf of the Company	Signature of Individual Signing on Behalf of County
Date Signed	Date Signed
Phone Number	Phone Number
Email Address	Email Address

Exhibit 1

Leased Area Includes:

- 16.0 useable acres + stormwater pond
 - Stormwater pond minimum additional acres – 1.0
 - Stormwater pond maximum additional acres – 1.5

