

## AGRICULTURAL LEASE AGREEMENT

This Agricultural Lease Agreement dated effective this \_\_\_\_ day of \_\_\_\_\_ 2017, shall constitute an agreement (hereinafter the "Lease") between **ENBRIDGE ENERGY, LIMITED PARTNERSHIP**, a Delaware limited partnership, with an office located at 119 N. 25<sup>th</sup> Street East, Superior, WI 54880 (hereinafter "Lessor") and **WALLENDAL SUPPLY INC.**, 2401 5<sup>th</sup> Ave, Grand Marsh, WI, 53936 (hereinafter "Lessee"), to accommodate the lease of all agricultural surface rights in a tract of land (hereinafter the "Leased Premises") owned by Lessor located in Adams County, Wisconsin, more particularly described as follows:

**PIN: 016-00382-0000; approximately 1 acre**  
**Address: 2175 5<sup>th</sup> Ave, Grand Marsh, WI, 53936**

IT IS UNDERSTOOD AND AGREED, this Lease is entered into subject to the following terms and conditions:

1. The term of this Lease shall be for a period of one (1) year from the anniversary date of the execution hereof, and shall automatically continue from year to year thereafter until termination, subject, however, to the right of either party to terminate same, for any reason, upon serving thirty (30) days written notice to the other party. Such notice shall be given either by manual delivery or by registered or certified mail to the respective party at the following addresses:

**LESSOR:** Enbridge Energy, Limited Partnership  
Land Services  
119 N. 25<sup>th</sup> Street East  
Superior, WI 54880

With a copy to: Enbridge Energy, Limited Partnership  
Land Services  
466 Midland Rd  
Janesville, WI 53546

**LESSEE:** Wallendal Supply Inc.  
2401 5<sup>th</sup> Ave  
Grand Marsh, WI 53936

2. In the event either party cancels this Lease, prior to expiration of any annual term, Lessor agrees to refund to Lessee an amount equal to the number of months remaining on the Lease, after the thirty (30) day notice period expires, multiplied by a fraction whose numerator is the annual rental paid and whose denominator is twelve (12).

3. Lessee accepts this Lease and agrees to pay Lessor as annual rent, for each year this Lease is in effect, the sum of ten dollars (\$10.00), on or before each anniversary date of the execution hereof, the first year's rent being due with the delivery of this Lease. Said annual rent payment is to be made to:

Enbridge Energy, Limited Partnership  
Land Services  
119 N. 25<sup>th</sup> Street East  
Superior, WI 54880

With a copy to: Enbridge Energy, Limited Partnership  
Land Services  
466 Midland Rd  
Janesville, WI 53546

4. Notwithstanding any other provisions of the Lease, Lessor makes no warranties or representations with reference to the present condition of the Leased Premises and Lessee accepts the present conditions of the Leased Premises.
5. Lessee shall bear all expenses incurred in connection with the use, operation and maintenance of Leased Premises, consistent with the purpose of leasing the Leased Premises.
6. Lessee warrants and agrees that Lessee will comply with any and all laws, ordinances, orders, rules, regulations, standards, licensing requirements or otherwise of any state, federal, municipal or local authority or agency thereof, now in force and effect, or which may be passed, enacted, issued, revised, required or promulgated hereafter, incident to, arising out of or in any way connected with the utilization of the Leased Premises and/or any activities conducted under, pursuant to or by virtue of the Lease.
7. Lessee shall conduct activity upon the Leased Premises in a manner that will not interfere with the rights of Lessor in the use and enjoyment of Lessor's premises or endanger the integrity of Lessor's pipeline facilities and all such activity shall be conducted in a neat and workmanlike manner.
8. Lessee shall, at his own cost, maintain the fence around the Leased Premises at all times, and shall keep the Leased Premises presentable at all times.
9. Lessee shall not permit the building or erection of any building or structure on the Leased Premises without the prior written consent of Lessor. Lessee shall not conduct nor permit grading or excavating of the Leased Premises unless Lessee obtains written consent from Lessor. Any improvements or changes to the Leased Premises shall require the prior written approval of Lessor.

10. Lessee agrees to assume all risk and liability for damages to any and all property or facilities of Lessor or Lessee resulting from Lessee's activity upon the Leased Premises at any time, including, specifically, any damages to the Leased Premises regardless of cause. Lessee further agrees to indemnify, defend and hold harmless Lessor for any and all claims for damages, losses, liabilities or expenses (including reasonable attorney's fees and costs related thereto and incurred by Lessor) to property of any party other than Lessor or Lessee or any injury to or death of any person resulting from Lessee's activities upon the Leased Premises, regardless of cause or basis for such claims, unless such damage, injury or death results from Lessor's gross negligence. This indemnification shall apply to the loss of or destruction of Lessee's livestock.
11. Lessor reserves all rights with respect to ingress and egress for the purpose of repairing, replacing, monitoring, removing or otherwise servicing all existing or future facilities, including buried pipelines that may be located within the Leased Premises.
12. Lessor shall not be held responsible for any costs incurred by Lessee in the event Lessor finds it necessary or desirable to conduct repairs or maintenance of its facilities or construct additional facilities, including but not limited to, additional pipelines, in the future upon the Leased Premises which result in damage or disruption to the Lessee's use of the Leased Premises. Further, Lessor does not warrant that repairs or maintenance of its existing facilities or construction of additional facilities upon the Leased Premises will not be conducted in the future.
13. Except as specifically provided in this Agreement, nothing contained herein shall be construed to limit or otherwise alter the rights and interests of Lessor in its ownership of the Leased Premises.
14. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, agents and assigns.
15. Lessee shall not assign or otherwise transfer all or any part of its interest in this Lease without obtaining the prior written consent of Lessor. Lessor retains the right of assignment.
16. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin.
17. Lessee and its assign shall at their sole expense obtain the following insurance coverages: (i) Worker's Compensation providing statutory benefits and Employer's Liability coverage with a limit of One Million Dollars (\$1,000,000) for each accident and worker; (ii) Commercial General Liability in an amount not less than Five Million Dollars (\$5,000,000) for bodily injury and property damage with extension for Cross Liability, adding the Lessor and its affiliates and subsidiaries as Additional Insureds with Waiver of Subrogation; (iii) Commercial Automobile

Liability for Five Million Dollars (\$5,000,000) for all motor vehicles owned, leased, and licensed in the name of the Lessee; (iv) Pollution Liability in an amount not less than One Million Dollars (\$1,000,000). Limits may be obtained with a combination of primary and excess liability policies of insurance. Lessee shall provide Lessor with proof of insurance on or before each anniversary date of the execution of this lease.

18. This Agreement contains the entire understanding of the parties, and such understanding shall not be modified or terminated except in writing by the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Lease as of the date first above written.

**LESSOR: ENBRIDGE ENERGY, LIMITED PARTNERSHIP  
BY ENBRIDGE PIPELINES (LAKEHEAD) L.L.C.  
ITS GENERAL PARTNER**

By: \_\_\_\_\_  
Printed: Micah J. Harris  
Title: Authorized Agent

Terms \_\_\_\_\_  
Desc. \_\_\_\_\_  
Form \_\_\_\_\_

Form COOL/hj

**LESSEE: WALLENDAL SUPPLY INC.**

By: \_\_\_\_\_  
Printed: Eric Wallendal  
Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF DOUGLAS )

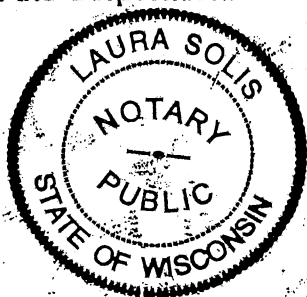
The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by Micah J. Harris, a duly Authorized Agent of Enbridge Energy, Limited Partnership, a Delaware limited partnership, by Enbridge Pipelines (Lakehead) L.L.C., as General Partner.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF Wisconsin )  
 ) ss  
COUNTY OF ADAMS )

This instrument was acknowledged before me this 15<sup>th</sup> day of May, 2017, by Eric Wallendal as President of Wallendal Supply Inc., on behalf of the Corporation.



[Signature]  
\_\_\_\_\_  
Notary Public, State of  
Print Name: Laura Solis  
My Commission Expires: 3/1/2020  
Commission No.: 193106

Prepared By: Enbridge Energy, Limited Partnership  
Land Services  
466 Midland Rd  
Janesville, WI 53546

Return To: Enbridge Energy, Limited Partnership  
Land Services  
119 N. 25<sup>th</sup> Street East  
Superior, WI 54880