

LEASE AGREEMENT
Schedule 1

THIS INDENTURE, made this ____ day of September, 2019, by and between WALLENDAL SUPPLY, INC., County Road E, Grand Marsh, Wisconsin, 53936, Lessor and BULA-GIERINGER FARMS II, LLC, 349 County Road M, Coloma, Wisconsin, 54930, Lessee:

WITNESSETH, that the Lessor for and in consideration of the Covenants and Agreements hereinafter mentioned, to be kept and performed by the Lessee, have by these presents demised and leased in Adams County, State of Wisconsin, to-wit:

Approximately 400-450 acres of land for potatoes owned by WALLENDAL SUPPLY, INC. located in the Town of New Chester, Adams County, Wisconsin.

TO HOLD for the term of five (5) years, beginning the 15th day of November, 2019 and ending the 15th day of November, 2024.

LESSOR'S OBLIGATION

IT IS AGREED BETWEEN LESSOR AND LESSEE THAT:

1. Lessor shall provide the Lessee with center pivot irrigation systems to irrigate said parcel.
2. Lessor warrants that at the commencement of this lease, the irrigation system is in good working order and guarantees the first rotation of said irrigation system.
3. Lessor shall cover all damage to the irrigation system during the term of this lease, which are due to Acts of God. Lessee shall forthwith have said damage to the systems repaired at Lessor's cost.
4. Lessor shall not be liable for any resulting crop damage due to the irrigation system damage through Acts of God.
5. Lessor agrees that title to the crop shall rest always in the said Lessee.
6. Lessor shall pay all real estate taxes assessed to the said property.
- 6a. Lessee shall adhere to and report according to established Nutrient Management Plans for leased premises. Lessee shall be responsible for any penalties that arise based on Lessee's violation of Nutrient Management Practices on said premises.
7. Lessor shall provide a 60-foot turnaround for each end of the irrigated parcels.

LESSEE'S OBLIGATION

IT IS AGREED BETWEEN LESSEE AND LESSOR THAT:

1. Lessee shall not make any alterations, additions or improvements to the center pivot irrigation system without Lessor's prior written consent.
2. Lessee shall at the expiration of this Lease return demised property to Lessor in good condition; only ordinary wear and tear from normal use accepted.

3. Lessor shall be allowed free access to the premises to examine the premises and irrigation system or to make needed alteration or improvements to the total system.
4. Lessee shall, at all times, observe and comply with the recommended maintenance and operations procedures set forth by the manufacturer's specifications on the respective products while the irrigation equipment is both in use and standing idle. This includes, but not limited to: oiling and greasing, spring start-up and fall preparation for winter idle period.
5. Lessee shall hold Lessor harmless for any loss or damage which Lessee, its agents or employees may sustain:
 - a. By reason of any strike, lockout or other disturbance, civic Commotion or Acts of God affecting the Lessor or the demised Premises or any tenant therein.
 - b. From theft in or about the premises.
 - c. From interruptions in any electrical service from any cause whatsoever.
 - d. From any injury to any person or damage to any goods, wares or merchandise not caused by Lessor's negligence.
 - e. From fire, water, rain, snow, steam, gas or odors from any source whatsoever.
6. Lessee covenants and agrees to farm said premises in accordance with good husbandry practices and maintains said premises in a neat and orderly fashion.
7. Lessee agrees that the sole responsibility of the operation and maintenance of this entire irrigation system is that of said Lessee, and Lessee shall be liable for all costs of maintaining same in good operating condition: Acts of God and normal wear and tear accepted. Lessee shall pay all fuel or electricity costs incurred in the irrigation process and hold harmless the Lessor, his heirs or assigns, for any and all claims based thereon. Lessee and Lessor agree that maintenance and utility bills will be prorated to usage of shared fields. Lessor will be responsible for all major repairs such as wells and well motors.

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE LESSOR AND LESSEE:

1. That the rent for the farm consisting of 400-450 acres @ \$485/acre of rotation Potato shall commence in 2019 through 2024 and be as follows:

Total rent to be adjusted to actual planted acres as measured by County I.S.A. office. *Unplanted acres under irrigation shall be mutually agreed upon by both parties or shall undergo third party inspection regarding suitable for planting.*

- a. That the total payment shall be paid in two yearly installments;
- b. The first installment shall be due and owing on or before the 15th day of May;
- c. The second installment shall be due and owing on or before the 15th day of December.

*EW
RK
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2. Bula Gieringer Farms II LLC ^{may EX 10/2/19} will offer an organic contract for Peas and Beans to Wallendahl Supply, Inc. if they are available to Bula Gieringer Farms II LLC. Bula Gieringer Farms II LLC ^{may 10/2/19} will in turn rent up to 350 rotation acres for Sweet Potatoes at \$300/acre.
3. Bula Gieringer Farms II LLC would also give to Wallendahl Supply, Inc. an organic potato contract for up to 20,000 cwt at a price of \$20.50 per cwt. Availability of these contracts is based on if Bula Gieringer Farms II LLC is awarded said contracts.

IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO


1. That if the Lessee shall default in the performance of any of the terms, provisions, covenants and agreements hereof on the Lessee's part to be kept, observed and performed, or if the Lessee shall abandon, desert, vacate or remove from the demised premises, or if the Lessee shall file a petition in bankruptcy, or if the Lessee shall be adjudicated a bankrupt, after the filing of any involuntary petition in bankruptcy, or if the Lessee shall make an assignment for the benefit of creditors, or if the Lessee shall take or receive the advantage or benefit of any insolvency or bankruptcy Act, or if the Lessee shall enter into any agreement of composition with his creditors then, and in any event, the Lessor may, at his election, terminate this Lease at any time thereafter, and all of the estate, right, title and interest herein granted to or vested in, the Lessee, thereupon shall cease and determining, anything to the contrary hereof notwithstanding.
2. Lessor shall be entitled to all U.S. Government Agricultural Programs currently available on said leased premises and Lessor agrees to cooperate fully with Lessee's application and receipt of any payments and benefits.
3. That the Lessee may not assign or sublease its interest in this lease or the subject property without consent of the Lessor.
4. The Lessee agrees to provide seed and Lessor agrees to sow cover crop of Rye, Wheat or Oats.

IN WITNESS WHEREOF, the said parties have hereunto interchangeably set their hands and seals the day and year first recorded.

LESSOR:


 Wallendahl Supply, Inc.
 By: Eric Wallendahl
 391093000e
 EIN # _____
 Date 10/2/19

LESSEE:


 Bula-Gieringer Farms II, LLC
 By: _____
 Date _____
 EIN # _____