

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the ● day of ●, ● (this “**Agreement**”).

BETWEEN:

●
(the “**Vendor**”)

AND:

ENBRIDGE PIPELINES INC.
(the “**Purchaser**”)

WHEREAS:

A. The Vendor is the registered owner of an estate in fee simple of and in those certain parcels or tracts of land situate, lying and being in the Province of Saskatchewan and described as follows, together with all buildings and other improvements now or hereafter thereon:

●

(the “**Lands**”); and

B. The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Lands at and for the Purchase Price (as that term is hereinafter defined) on the terms and conditions hereinafter described;

NOW THEREFORE in consideration of the sum of Ten (\$10.00) Dollars and the terms, covenants and conditions set out herein, and for other good and valuable consideration now paid and delivered by each Party to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. The following terms will have the following meanings in this Agreement:

- (a) “**Agreement**” or “**this Agreement**” means this purchase and sale agreement and includes all Schedules and all amendments in writing thereto;
- (b) “**Article**” and “**Section**” means and refers to the specified Article or Section of this Agreement and includes all Sections within a particular Article and all Subsections and Sub-subsections within a particular Section;
- (c) “**Business Day**” means any day which is not a Saturday, Sunday or a day observed as a holiday in the Province of Saskatchewan;

- (d) “**Closing Date**” has the meaning ascribed to it in Section 2.3 hereof;
- (e) “**Conditions Precedent**” means collectively the Purchaser’s Conditions Precedent and the Vendor’s Conditions Precedent;
- (f) “**Deposit**” has the meaning ascribed to it in Section 2.1(b) hereof;
- (g) “**Encumbrance**” means:
 - (i) any and all covenants, conditions, restrictions, voting trust arrangements, rights of first refusal, options, and adverse claims and rights whatsoever;
 - (ii) any mortgage, security interest, charge, pledge, hypothecation, writ of execution, enforcement charge, lien (statutory or otherwise), assignment, title retention agreement or arrangement, security interest or other encumbrance; and
 - (i) any adverse action, claim, First Nations’ claim, demand and equity of any nature whatsoever or howsoever arising and any rights or privileges capable of becoming any of the foregoing (including, without limitation, any *lis pendens*);
- (h) “**Governmental Authority**” means (i) any multinational, federal, provincial, state, municipal, local or other governmental or public department, court, regulator, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, and (iii) any quasi-governmental or private body exercising any regulatory, environmental, expropriation or taxing authority under or for the account of any of the above;
- (i) “**GST**” means the goods and services tax imposed under the *Excise Tax Act* (Canada);
- (j) “**Lands**” has the meaning ascribed to it in Recital A hereof;
- (k) “**Lease**” has the meaning ascribed to it in Section 3.4 hereof;
- (l) “**Notices**” has the meaning ascribed to it in Section 4.1 hereof;
- (m) “**Parties**” means the parties to this Agreement and “**Party**” means any one of them;
- (n) “**Permitted Encumbrances**” means the Encumbrances described in Schedule “A”;
- (o) “**Person**” or “**Persons**” includes any individual, corporation, limited liability company, unlimited liability company, body corporate, general partnership, limited partnership, limited liability partnership, firm, joint venture, syndicate, association, capital venture fund, private equity fund, trust, trustee, executor,

administrator, legal personal representative, estate, government, governmental agency, the Crown in right of Canada or any province, and any other form of entity or organization, whether or not having legal status;

- (p) “**Purchase Price**” has the meaning ascribed to it in Section 2.1 hereof;
- (q) “**Purchaser**” means Enbridge Pipelines Inc.;
- (r) “**Purchaser’s Conditions Precedent**” has the meaning ascribed to it in Section 2.9 hereof;
- (s) “**Vendor**” means ●;
- (t) “**Vendor’s Conditions Precedent**” has the meaning ascribed to it in Section 2.10 hereof; and
- (u) “**Vendor’s Solicitors**” means ●.

1.2 Schedules. The Schedules to this Agreement (and which form an integral part of this Agreement) are:

Schedule A	Permitted Encumbrances
Schedule B	Form of Lease

1.3 Headings and Recitals. The headings used in the organization of this Agreement are solely for convenience of reference and will not in any way affect, limit, amplify or modify the terms hereof and will not be construed in any way to be part of this Agreement in the interpretation hereof. The recitals hereto shall form an integral part of this Agreement.

1.4 Non-limiting. The word “including”, when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as “without limitation”) is used with reference thereto.

1.5 Covenants. All the obligations on the part of each of the Parties shall be construed and read as if such obligations are covenants notwithstanding that the term covenant is not used.

1.6 Gender and Number. Words importing the masculine gender include the feminine and neuter genders and words in the singular include the plural, and vice versa.

1.7 Governing Law. This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable in the Province of Saskatchewan.

ARTICLE 2 PURCHASE OF LANDS

2.1 Purchase of Lands. The Vendor hereby agrees to sell, assign and transfer to the Purchaser the Lands on the Closing Date free and clear of all Encumbrances other than Permitted Encumbrances for the sum of ● (\$●) Dollars (the “**Purchase Price**”). The Purchase Price shall be paid as follows:

- (a) a deposit in the amount of \$● shall be paid by the Purchaser to the Vendor’s Solicitors, to be held and invested, upon execution of this Agreement (the “**Deposit**”); and
- (b) the balance of the Purchase Price (subject to adjustments) shall be paid on the Closing Date subject to appropriate trust conditions.

2.2 Deposit. If:

- (a) this Agreement is terminated by the Purchaser because the Purchaser’s Conditions Precedent have not been satisfied or complied with by the applicable deadlines; or
- (b) this Agreement is terminated by the Vendor because the Vendor’s Conditions Precedent have not been satisfied or complied with by the applicable deadlines; or
- (c) the closing of the purchase and sale transaction does not occur for any other reason other than a breach by the Purchaser of this Agreement;

the Deposit, together with interest earned thereon, shall be refunded to the Purchaser within five (5) Business Days following the date of termination of this Agreement.

2.3 Closing Date. The purchase and sale herein shall be completed and possession shall be given at 12:00 noon (Saskatchewan time) on the later of:

- (a) ●; and
- (b) the date that is two (2) Business Days after the day that the last of the Conditions Precedent are waived or satisfied

(the “**Closing Date**”).

2.4 Right of Entry. The Purchaser and its employees, agents and contractors are hereby granted the additional and non-exclusive right by the Vendor to enter onto the Lands, upon providing reasonable prior verbal notice to the Vendor, for the purposes of conducting legal, environmental, archaeological, engineering, meteorological, soil and property surveys and such other surveys, tests, investigations and other activities as the Purchaser may deem necessary. In exercising its rights hereunder the Purchaser shall ensure that its employees, agents and contractors exercise due care to not cause unreasonable disturbance or interruption to the Lands or the operations conducted by the Vendor on the Lands. Following completion of the activities conducted by the Purchaser, and if the purchase and sale of the Lands is not completed, the

Purchaser shall take reasonable steps to return the Lands to the approximate condition of the Lands prior to the activities conducted by the Purchaser. The Purchaser covenants to indemnify and save the Vendor harmless from and against all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage of property or any other loss or injury whatsoever arising from or out of this Agreement occasioned wholly or in part by any act or omission of the Purchaser or any person permitted to be on the Lands by the Purchaser, other than where such loss of life, personal injury, damage of property or any other loss or injury arises from the negligent acts or omissions or the wilful misconduct of the Vendor or those for whom the Vendor is responsible at law.

2.5 Vendor's Closing Deliveries. On or before the Closing Date, the Vendor shall deliver to the Purchaser:

- (a) a duly executed transfer authorization, to be registered at the expense of the Purchaser;
- (b) the Lease, executed by the Vendor; and
- (c) a certificate that the terms and conditions specified in Section 2.8 have been fulfilled.

2.6 Purchaser's Closing Deliveries. On or before the Closing Date, the Purchaser shall deliver to the Vendor:

- (a) the Purchase Price less the Deposit by way of lawyer's trust cheque or wire transfer; and
- (b) the Lease, executed by the Purchaser.

2.7 Closing Adjustments. All adjustments relating to the Lands, both incoming and outgoing, including without limitation, realty taxes and local improvement levies and all other matters customarily the subject of adjustment on the sale of similar properties shall be adjusted between the Vendor and the Purchaser as at the Closing Date such that the Vendor shall bear and pay all expenses and receive all income related to the Lands prior to the Closing Date and the Purchaser shall bear and pay all expenses and receive all income related to the Lands from and including the Closing Date.

2.8 Vendor's Representations, Warranties, Etc. The Vendor represents and warrants that:

- (a) the Vendor has good and marketable title to the Lands and has the full power and authority to enter into and execute this Agreement;
- (b) there are no other agreements in or pursuant to which any other Person has or may acquire the right to purchase or obtain a transfer of the Lands from the Vendor;
- (c) there are no Encumbrances on or affecting the Lands except the Permitted Encumbrances;

- (d) the Vendor is not now (and until sixty (60) days after the Closing Date will not become) a non-resident of Canada, within the meaning of the *Income Tax Act* (Canada);
- (e) the Vendor is not the agent or trustee for anyone with an interest in the Lands who is (or will become within sixty (60) days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (f) there are:
 - (i) no encroachments onto the Lands;
 - (ii) no actions, suits or proceedings before any Court pending or threatened by or against or affecting the Vendor which would affect the Lands or the sale thereof; and
 - (iii) no proceedings by or before any governmental commission, department, board, authority or other administrative officer pending or threatened against the Vendor which would affect the Lands or the sale thereof;
- (g) the Vendor has not (and on the Closing Date will have not) entered into any leases, licenses, agreements to lease or other tenancy agreements with respect to the Lands other than Permitted Encumbrances except with the prior written consent of the Purchaser;
- (h) the Vendor has not (and on the Closing Date will have not) entered into any contracts of any nature or kind with respect to the Lands that will survive closing and bind the Purchaser other than the third party contracts that the Purchaser has chosen to assume in the Purchaser's own sole discretion;
- (i) the Vendor has complied with all the Vendor's obligations contained in the Permitted Encumbrances and, to the best of the Vendor's knowledge, the other parties to the Permitted Encumbrances have complied with their respective obligations contained in the Permitted Encumbrances;
- (j) on the Closing Date, the Vendor shall have obtained and delivered to the Purchaser any consent, approval or other document required under any of the Permitted Encumbrances in connection with the completion of the transactions contemplated hereunder;
- (k) there are no environmental, pollution or other waste disposal factors adversely affecting the Lands, or its use, and the Lands do not contain, and have not been used to store, hazardous waste, hazardous naturally occurring substances or other noxious substances and no hazardous or toxic materials have been deposited or discharged, placed or disposed of, at, on, or near the Lands;
- (l) the Vendor has not entered into nor is the Vendor aware of any agreement with the municipality in which the Lands are located which agreement would have the

effect of making the Lands subject to any local improvement tax or levy or subject to the future construction of any capital improvement or future payment of cash in lieu of such capital improvement or future construction;

- (m) the Vendor has received no notice and has no knowledge of any intention of any statutory authority to expropriate all or any part of the Lands;
- (n) the Vendor has not knowingly withheld any facts relating to the Lands which would be material to an intending purchaser thereof;
- (o) the Lands and its use comply with all applicable bylaws, regulations and ordinances of the municipality in which the Lands are located and of the fire department of such municipality and with the requirements of all other statutory authorities having jurisdiction;
- (p) no notices of any violation or any matters referred to above relating to the Lands or its use have been received by the Vendor and there are no directions, writs, injunctions, orders or judgments outstanding, no law suits, claims, proceedings or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Lands nor are there any basis for such law suits, claims, proceedings or investigations being instituted or filed;
- (q) the Vendor shall advise the Purchaser of any material changes to any part of the Lands up to and including the Closing Date;
- (r) the Vendor's solicitors shall act as the Vendor's agent for the purpose of receiving from the Purchaser or the Purchaser's solicitors all monies and documents and the receipt by the Vendor's solicitors shall be a good discharge; and
- (s) if the Vendor is a corporation, or holds any interest in the Lands as trustee on behalf of a beneficially owning corporation in law, equity or otherwise, the Vendor has the requisite corporate power, capacity and authority to enter into this Agreement and has the requisite corporate power to perform the terms of this Agreement and the performance by the Vendor of the terms hereof will not result in a violation of the provisions contained in the corporation's Articles or other similar document of incorporation, by-laws, shareholder agreement or any other constating document of the corporation.

In the event that at the Closing Date any representations or warranties of the Vendor are not true and accurate, the Purchaser may (i) refuse to complete the purchase and may give written notice to the Vendor of termination of this Agreement in which event this Agreement shall terminate or (ii) proceed to close the transaction contemplated hereby and complete the purchase, in either event without prejudice to the Purchaser's right to recover any loss or damage that may be suffered by the Purchaser as a consequence of any breach by the Vendor of any representation or warranty. The Purchaser's decision to proceed to close the transaction contemplated hereby shall not constitute a waiver, acceptance, or acquiescence of any breach by the Vendor of any representation or warranty.

2.9 Conditions Precedent in Purchaser's Favour. The obligation of the Purchaser to purchase the Lands is subject to the satisfaction, at or prior to the times specified below, of the following conditions (the "**Purchaser's Conditions Precedent**"), which are for the exclusive benefit of the Purchaser and may be waived only by the Purchaser in writing:

- (a) the Purchaser shall, on or before the Closing Date, have conducted and be satisfied, in its sole discretion, with its review and the results of any and all investigations and tests it chooses to make respecting the Lands, including inspection of the Lands, the Permitted Encumbrances and any and all third party contracts;
- (b) the Purchaser shall, on or before the Closing Date, have obtained an Order from the Saskatchewan Farm Land Security Board if and to the extent that such Order is in the opinion of the Purchaser necessary or advisable in respect of the Purchaser's purchase of the Lands, on terms and conditions acceptable to the Purchaser in its sole discretion;
- (c) the Vendor shall, on or before the Closing Date, at its own cost and expense, prepare all application materials and other documents required by all governmental authorities in connection with an application for subdivision of the Lands in order to remove the "parcel ties" affecting the Lands such that the Lands may be transferred, mortgaged or leased without the approval of any planning authority, and that such subdivision has in fact occurred by the Closing Date;
- (d) the Lands shall, on or before the Closing Date, be zoned so as to permit agriculture activities and to permit the Purchaser to use the Lands for the purposes intended by the Purchaser;
- (e) the Purchaser shall, on or before the Closing Date, be satisfied, in its sole discretion, with its review and the results of a Phase I Environmental Site Assessment;
- (f) the representations and warranties of the Vendor herein contained shall be true in all material respects when made and as of the Closing Date;
- (g) all obligations of the Vendor contained in this Agreement to be performed at, or complied with, at or prior to the Closing Date shall have been performed or complied with in all material respects; and
- (h) no legal or regulatory action or proceeding shall have been commenced before any Governmental Authority to enjoin, restrict or prohibit the transaction contemplated herein.

2.10 Conditions Precedent in Vendor's Favour. The obligation of the Vendor to sell the Lands is subject to the satisfaction, at or prior to the times specified below, of the following conditions (the "**Vendor's Conditions Precedent**"), which are for the exclusive benefit of the Vendor and may be waived only by the Vendor in writing:

- (a) all obligations of the Purchaser contained in this Agreement to be performed at, or complied with, at or prior to the Closing Date shall have been performed or complied with in all material respects; and
- (b) no legal or regulatory action or proceeding shall have been commenced before any Governmental Authority to enjoin, restrict or prohibit the transaction contemplated herein.

2.11 Specific Performance. The Vendor hereby acknowledges that:

- (a) the Lands are unique and cannot be replaced by the Purchaser;
- (b) if the Vendor fails to comply with this Agreement damages will not be an adequate remedy; and
- (c) the Purchaser shall therefore be entitled to specific performance of this Agreement by the Vendor.

2.12 National Energy Board Matters. The Parties agree as follows:

- (a) notwithstanding anything elsewhere contained in this Agreement to the contrary, in accordance with the provisions of the *National Energy Board Act* (Canada), the Vendor shall have the option of receiving the Purchase Price by lump sum payment or by annual or periodic payments of equal or different amounts over a period of time. The Vendor acknowledges and agrees that it has elected to receive the Purchase Price by lump sum payment and accordingly has waived the right to have the Purchase Price paid by annual or periodic payments of equal or different amounts over a period of time;
- (b) in addition to the use of the Lands by the Purchaser for its pipeline and facilities to be used in connection with or incidental to the pipeline for which the Lands are, by this Agreement, specified to be required by the Purchaser, the Purchaser may use the Lands for all purposes connected with or incidental to ownership of the Lands in fee simple; and
- (c) the Vendor acknowledges that, prior to executing this Agreement, the Vendor received a notice, pursuant to section 87 of the *National Energy Board Act* (Canada), setting out or accompanied by:
 - (i) a description of the Lands required by the Purchaser for the purposes of a section or part of its pipeline;
 - (ii) details of the compensation offered by the Purchaser for the Lands required;
 - (iii) a detailed statement made by the Purchaser of the value of the Lands required in respect of which compensation was offered;

- (iv) a description of the procedure for approval of the detailed route of the Purchaser's pipeline; and
- (v) a description of the procedure available for negotiation and arbitration under Part V of the *National Energy Board Act* (Canada) in the event that the Vendor and the Purchaser are unable to agree on any matter respecting the compensation payable.

ARTICLE 3 COVENANTS

3.1 No Further Encumbrances. The Vendor covenants and agrees that no Encumbrances other than the Permitted Encumbrances will be granted, created or suffered to exist by the Vendor.

3.2 Changes in Property. The Vendor shall not, without the prior written consent of the Purchaser, initiate, impose or consent to any change in the zoning, designation or other restriction that would prevent or limit the Purchaser from using the Lands for the purposes intended by the Purchaser or from completing the purchase of the Lands.

3.3 Interest Registration. The Parties further acknowledge that the Purchaser may register a miscellaneous interest, or similar notice of interest, against the Lands at the Saskatchewan Land Titles Registry to protect the Purchaser's interest under this Agreement.

3.4 Leaseback. In the event the transaction of purchase and sale hereunder closes such that the Purchaser becomes the registered owner of the Lands, the Purchaser agrees that only for so long as it, or its successors and assigns, is or are the registered owner the Purchaser shall during the period from the Closing Date to the date that is ● (●) years after the Closing Date (the "**Period**"), at the request of the Vendor, lease such part of the Lands (as the Purchaser may in its sole and unfettered discretion determine) to the Vendor under and pursuant to leases of a term of ● (●) year(s) (each, a "**Lease**"), the form of which Lease is attached as Schedule "B". For further certainty:

- (a) the Parties acknowledge and agree that the Purchaser is acquiring the Lands for the Purchaser's commercial purposes and, subject to the foregoing, that the Purchaser intends to lease to the Vendor that portion or portions of the Lands (the "**Leased Lands**") that is or are not required by the Purchaser for the Purchaser's operations or activities from time-to-time during the applicable year of the Period;
- (b) the Purchaser will provide advance notice, to the extent reasonably possible, to the Vendor as to which part of the Lands, if any, will be leased to the Purchaser during the following calendar year;
- (c) the present intention of the Purchaser is to ● and the Purchaser does not intend to lease lands to the Vendor where such lands are required for ● (including without limitation lands to be used as ●); and

- (d) notwithstanding any other provision of this Section 3.4, the Purchaser has the sole and unfettered discretion to determine (i) what portion of the Lands it requires for its operations and activities and (ii) what portion of the Lands shall constitute the Leased Lands, such Leased Lands to be set out on a sketch to the applicable Lease

provided however that the Purchaser shall have no obligation to lease the Leased Lands to the Vendor if the Vendor is or has been in default of any of its obligations under any Lease.

ARTICLE 4 NOTICES

4.1 Notices. All notices, requests, demands or other communications (collectively, “**Notices**”) by the terms hereof required or permitted to be given by one Party to the other Party, shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other Party as follows:

Vendor: ●
Attention: ●
Email: ●

with a copy to: ●
Attention: ●
Facsimile: ●
Email: ●

Purchaser: Enbridge Pipelines Inc.
10201 Jasper Avenue
Edmonton, Alberta
T5J 3N7
Attention: Land Services Department c/o Sharilee Schnell
Facsimile: 780-392-4120
Email: sharilee.schnell@enbridge.com

with a copy to: ●
Attention: ●
Facsimile: ●
Email: ●

or at such other address as may be given by such Party to the other Party hereto in writing from time to time. All such Notices shall be deemed to have been received when delivered or transmitted by facsimile or electronic PDF transmission, or, if mailed, forty-eight (48) hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received forty-eight (48) hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

ARTICLE 5 MISCELLANEOUS

5.1 Legal Fees and Taxes. The Purchaser shall pay the Vendor's fees and disbursements of legal counsel on a solicitor and client basis incurred in connection with this Agreement and the completion of the purchase and sale transaction (including without limitation in connection with the removal of ties and the subdivision contemplated hereby) to a maximum amount of ● (\$●) Dollars plus disbursements to a maximum amount of ● (\$●) Dollars, plus taxes, provided further that the Purchaser shall be responsible for payment of all applicable taxes or governmental levies payable in connection with this Agreement and the completion of the purchase and sale transaction including any registration fees, GST, or other transfer taxes. Notwithstanding anything contained in this Agreement, it is expressly acknowledged and agreed between the Parties that consideration payable under this Agreement does not include any amounts payable in respect of GST. The Purchaser hereby represents that it is duly registered for the purposes of the *Excise Tax Act* (Canada). The Purchaser's GST registration number is ●. As this Agreement is for the acquisition of real property by way of sale, the Vendor shall not collect GST under this Agreement on the basis that the Purchaser, as required by the *Excise Tax Act* (Canada), shall self-assess and remit all GST payable by the Purchaser in connection with payments made under this Agreement directly to the Canada Revenue Agency. For greater certainty, GST shall not be collected by the Vendor on closing.

5.2 Time. Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder.

5.3 No Waiver. No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as may be limited herein, any Party may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available to it under this Agreement or any other remedy available to it and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of making any election.

5.4 Waiver of Legislation. It is hereby agreed that:

- (a) *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in said Act, with respect to this Agreement; and
- (b) *The Limitation of Civil Rights Act* (Saskatchewan) or any provision thereof shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement.

5.5 Severability. If any provision of this Agreement or any part hereof is determined to be invalid it will be severable and severed from this Agreement and the remainder of this Agreement will be construed as if such invalid provision or part had been deleted from this Agreement.

5.6 Entire Agreement. This Agreement and the agreements, instruments and other documents entered into pursuant to this Agreement set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the Parties with respect to the matters herein and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

5.7 Survival of Representations and Warranties, Etc. All representations, warranties, guarantees, promises and agreements made by the Parties will survive the transfer of the Lands from the Vendor to the Purchaser.

5.8 Amendment. This Agreement may be altered or amended only by an agreement in writing signed by the Parties hereto.

5.9 Further Assurances. Each of the Parties will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.

5.10 Counterparts. This Agreement may be executed in any number of original counterparts, with the same effect as if all the Parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the Parties and delivered to each of the other Parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the day and year first above written, and only one of which need be produced for any purpose. This Agreement may be executed by the Parties and transmitted by facsimile or electronic PDF and if so executed and transmitted this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

5.11 Currency. All dollar amounts in this Agreement are the lawful currency of Canada.

5.12 Enurement. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

5.13 Assignment. Neither this Agreement nor any rights or obligations under it shall be assignable by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

5.14 Calculation of Time. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have caused this Agreement to be legally executed as of the day and year first above written.

●

(c/s)

Per: _____

Name: ●

Title: ●

ENBRIDGE PIPELINES INC.

(c/s)

Per: _____

Name: _____

Title: _____

**SCHEDULE A
TO THE PURCHASE AND SALE AGREEMENT**

PERMITTED ENCUMBRANCES

1. Reservations, exceptions, provisos, limitations and conditions provided for or implied by *The Land Titles Act, 2000* (Saskatchewan);
2. ●

**SCHEDULE B
TO THE PURCHASE AND SALE AGREEMENT
FORM OF LEASE**

LEASE AGREEMENT

THIS LEASE dated for reference the ● day of ●, ●.

BETWEEN:

●
(the “**Tenant**”)

AND:

ENBRIDGE PIPELINES INC.
(the “**Landlord**”)

WHEREAS:

- A. The Tenant wishes to lease all or portions of the Lands (as such term is hereinafter defined) from the Landlord on and subject to the terms and conditions hereof; and
- B. The Landlord wishes to lease all or portions of the Lands to the Tenant on and subject to the terms and conditions hereof.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and the sum of ten dollars (\$10.00) of lawful money of Canada and other good and valuable consideration paid by each of the parties to each of the other parties (the receipt and sufficiency of which are hereby acknowledged), it is agreed among the parties as follows:

1.00 LEASE

1.01 Witness that in consideration of the rent, covenants, promises, agreements, and undertakings hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord does demise and lease to the Tenant the surface rights to the farmland situated in the Province of Saskatchewan described and marked in the sketch attached as Schedule "A" as the same may be modified pursuant to Section 1.03 hereof (hereinafter referred to as the "**Lands**").

1.02 The Lands are leased to the Tenant subject to the encumbrances set out on the certificate of title for the Lands, for the Tenant's occupation and use for agricultural purposes only. Excepted and reserved from the leased Lands are all petroleum, natural gas and all other mines and minerals, without limitation, which exist or may be found to exist with, upon or under the

Lands, together with the full power and right of the registered owners thereof, and their lessees, successors and assigns, to work the same, and for that purpose to enter upon, explore, use and occupy the Lands or so much thereof and to such an extent as may be necessary for the effectual working of the petroleum, natural gas or other mines and minerals, without limitation.

1.03 The Tenant acknowledges and agrees that notwithstanding any other provision of this Lease, the Landlord may at any time during the Term (as that word is hereinafter defined), by providing fifteen (15) days prior written notice to the Tenant, elect to modify the sketch (including, without limitation the marked area) set out on Schedule "A" hereto (which may among other matters reduce the area of the Lands), to which modification the Tenant hereby agrees.

1.04 If such modification pursuant to Section 1.03 hereof results in a reduction of the area of the Lands, then in respect of the area that is no longer being leased to the Tenant as a consequence of such modification, the Landlord shall pay the Tenant a one-time amount equal to the greater of (a) the actual amount paid by the Tenant for inputs on or into such area during the Term (as that term is hereinafter defined) and (b) the fair market value of the crops growing in such area at the time of such modification. For further certainty, in no circumstance shall the Landlord be liable for any other claim, loss or damage (including without limitation any claim pursuant to Section 6.04 hereof for crop damage), direct or indirect, exemplary or punitive, including without limitation, any incidental damages or consequential damages, for or in respect of the modification of the sketch set out on Schedule "A" hereto (including without limitation the reduction of the area of the Lands). The Landlord and the Tenant agree that any sums payable pursuant to this Section 1.04 shall constitute a genuine pre-estimate of the damages which the Tenant would suffer as a consequence of the Landlord's election pursuant to Section 1.03.

1.05 The Tenant acknowledges and agrees that notwithstanding any other provision of this Lease, the Landlord and its employees, agents and contractors have an unrestricted right of ingress to, egress from and access across the Lands, which right runs with the Lands. For further certainty, the Landlord shall pay to the Tenant compensation for any actual damage or crop loss the Tenant suffers as a result of such ingress, egress or access, in accordance with Section 6.04.

2.00 TERM

2.01 The term of this Lease shall commence at 12:01 a.m. on ●, ● (hereinafter referred to as the "**Commencement Date**") and shall continue up to and including midnight on ●, (hereinafter referred to as the "**Term**"), subject however to earlier termination provided in this Lease.

3.00 RENTAL

3.01 The Tenant covenants and agrees to pay during the Term to the Landlord at the office of the Landlord set out as Section 12.03 or at such other place designated by the Landlord in lawful money of Canada without prior demand therefore and without any deduction, abatement or setoff

whatsoever and without relief from valuation or appraisal rent (the “**Rent**”) payable the Term an amount equal to ● (\$●) Dollars, per year payable in advance.

3.02 Without prejudice to and without affecting any of the Landlord's rights and remedies, in the event the Tenant fails to pay when the same is due and payable any Rent or any other amount payable under this Lease (and any unpaid interest thereon), such sum shall bear interest from the date when same is due and payable to the date of payment at the Prime Rate plus four percent (4%) per annum. "Prime Rate" when used herein shall mean the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

4.00 COVENANTS OF THE TENANT

4.01 The Tenant covenants, promises and agrees to and with the Landlord that the Tenant will:

- (a) pay the Rent and any other amount payable under this Lease at the times herein provided for payment;
- (b) throughout the Term, keep the Lands in good and tenantable repair;
- (c) not assign, sublet or part with possession of the Lands, or grant any licence to the Lands, without the prior written consent of the Landlord, provided that the Tenant may sublet the Lands to an immediate family member of any of the principals of the Tenant who were principals as of the date of execution of this Lease;
- (d) cultivate, seed, harvest, use and manage the Lands in a proper manner and perform all operations required for the proper care and protection of the crop, and will not impoverish or waste the same and only use the Lands for agricultural purposes;
- (e) not change the natural course of any waterways on the Lands, or cut down trees growing upon the Lands, or permit any other person to do so, without the written consent of the Landlord;
- (f) not carry on any offensive trade or any trade other than farming;
- (g) not carry on or permit any act to be done upon the Lands, or any part thereof, which shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the adjoining lands or properties;
- (h) not participate in or permit any act or omission which causes or would cause or result in any increase in the premiums of any insurance taken out by the Landlord in respect of the Lands or any crops, buildings or premises thereon, or the cancellation of any such insurance and to indemnify the Landlord for any such increase or cancellation;

- (i) permit the Landlord or its agent to enter upon the Lands at any time and from time to time for the purpose of inspecting and making repairs to the Lands or any premises or buildings thereof and to view the state of repair, management and cultivation of the Lands and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby;
- (j) not make or erect upon the Lands or in respect of any building or premises upon the Lands any building, installation, alteration, addition or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent, which consent may be arbitrarily withheld or delayed;
- (k) permit the Landlord without notice to the Tenant to pay for or fulfill any obligation of the Tenant under this Lease in the event same is not fulfilled or paid by the Tenant and to immediately pay to the Landlord any and all monies paid by the Landlord in the performance of such obligations or payments;
- (l) not permit or allow the Lands to be used or occupied except by itself, himself or herself, or his or her family or his employees without first obtaining the prior written consent of the Landlord;
- (m) on the expiration of the Term or the sooner termination of this Lease, peacefully and quietly leave, surrender and yield up unto the Landlord the said Lands and any buildings constructed thereon in good and sufficient repair, reasonable wear and tear excepted; and
- (n) either put the Lands into crop or summerfallow or chemfallow the Lands, and protect and care for the crops grown on the Lands and use best endeavours and approved methods of husbandry to prevent the growth of and to exterminate all noxious weeds and will exercise proper care that any independently operated threshing outfit, if used, be one that will not bring weeds onto the Lands.

5.00 INSURANCE, LIABILITY & INDEMNITY

5.01 The Tenant covenants and agrees that it shall, throughout the Term hereof and during any period which the Tenant is entitled to access the Lands demised by this Lease, at its sole cost and expense, take out and keep in force and effect comprehensive general liability insurance covering farming operations, bodily injury, death, property damage, personal liability, contractual liability, non-owned automobile liability, employer's liability and contractor's protective insurance coverage, all on an occurrence basis with limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence with respect to: (i) the Lands; (ii) the business carried on by the Tenant in or from the Lands; (iii) use or occupancy of the Lands by the Tenant, its subtenants, concessionaires, licensees, invitees and other persons conducting business in or from the Lands and non-occupancy of the Lands; (iv) all construction, installation, alteration or repair of, in or to

the Lands by or on behalf of the Tenant; and (v) tenants' legal liability insurance for the full replacement cost of the Lands.

The contracts of insurance shall be maintained in the names of the Landlord and the Tenant and with such companies satisfactory to the Landlord. Such insurance shall be without rights of cross-claim or subrogation against the Landlord or any person for whom the Landlord may in law be responsible. The policies of insurance shall provide that the Landlord is to receive thirty (30) days prior written notice of any material change, non-renewal or cancellation of the insurance policy. A copy of the insurance policies shall be delivered by the Tenant to the Landlord with evidence of payment of all premiums thereon on or before the date of execution of this Lease and thereafter, on the first day of April in each and every year during the Term hereof so that the Landlord shall at all times be in possession of the paid up policies or certificates which are in full force and effect. In the event the Tenant fails to obtain the policies of insurance required hereunder, the Landlord may itself obtain such policies of insurance as required, and the premiums and costs of such insurance if paid by the Landlord shall be construed as rent and forthwith payable by the Tenant.

5.02 The Tenant covenants and agrees to protect, indemnify and hold the Landlord and its present and future directors, officers, employees, agents and contractors harmless from and against any and all loss including, but not limited to loss of all Rent and any other amount payable under this Lease payable by the Tenant pursuant to this Lease and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage of property or any other loss or injury whatsoever arising from or out of this Lease or any occurrence in, upon or at the Lands or the occupancy or use by the Tenant of the Lands or any part thereof occasioned wholly or in part by any act or omission of the Tenant, any assignee, subtenant, agent, contractor, servant, employee, family member, licensee or any person upon the Lands with the express or implied consent of the Tenant and against and from all costs, legal fees on a solicitor and his own client basis, expenses and liabilities incurred in or as a result of any such claim or action or proceeding brought thereon. This indemnification shall not merge with but rather shall survive the execution, delivery, expiration and termination of this Lease.

5.03 The Tenant covenants and agrees and acknowledges to and in favour of the Landlord that the Landlord shall not be liable or in any way responsible to the Tenant in respect of:

- (a) any death or injury arising from or out of any occurrence in, upon or related to the Lands; or
- (b) any loss of or damage to any property of the Tenant or any other person whether the same is kept or stored at, on or about the Lands; or
- (c) any injury to the Tenant or to any other person or damage to or loss of property resulting from fire, explosion, impact, electricity, water, rain, flood, snow, or leaks from any part of the Lands or by any other cause whatsoever; or
- (d) any damage or loss or injury or death resulting from any risk or peril required to be insured by the Tenant pursuant to the provisions of this Lease; or

- (e) any loss to, injury or damage suffered by the Tenant or others which is in the nature of an indirect or consequential loss, injury or damage of any nature whatsoever;

except where such injury, death, loss or damage results from the negligence or other tortious act of the Landlord, its agents, servants or employees or any other person for whom the Landlord is in law responsible. All property of the Tenant or others kept or stored on the Lands shall be so kept or stored exclusively at the risk of the Tenant and the Tenant shall indemnify the Landlord and save it harmless from any claims arising out of any damage to the same.

5.04 The Tenant shall conduct all operations and activities on the Lands and maintain all property situated or brought on the Lands in accordance with good agricultural practice and in compliance with all federal, provincial and municipal statutes, regulations and by-laws. The Landlord shall not be liable for any cost, loss, injury, damage or liability of an environmental or health nature of whatsoever kind which the Tenant may suffer, sustain, pay or incur as a result of, or in connection with, the Tenant's use or occupation of the Lands. In addition, the Tenant shall indemnify and hold harmless each of the Landlord and its directors, officers, employees, agents and contractors for any cost, loss, damage, expense, judgment, suit, claim, order, award, fine, sanction or a liability arising out of, or in connection with the release (as such term is defined in *The Environmental Management and Protection Act, 2002* (Saskatchewan)) by the Tenant, its employees, agents or contractors of any substance causing an adverse effect on the environment or any remedial action taken by the Tenant, the Landlord, any governmental authority or any third party in respect of such a release.

5.05 The Landlord may (but shall not be obligated to) cause insurance to be maintained on any buildings located on the Lands against loss, damage or destruction caused by fire and extended perils (the amount of such insurance to be determined at the sole discretion of the Landlord). The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

6.00 COVENANTS OF THE LANDLORD

6.01 The Landlord covenants with the Tenant to grant the Tenant quiet enjoyment of the Lands during the Term, subject to the terms and conditions of this Lease.

6.02 The Landlord shall pay all • taxes, rates levies and assessments in respect of the Lands during the Term.

6.03 The Landlord covenants and agrees that the Tenant is entitled to all crops grown upon the Lands during the Term and the proceeds of such crops.

6.04 During the Term, the Landlord will compensate the Tenant for actual crop damage, such amount to be paid only in the event of direct damage to crops of the Tenant arising from the

actions or operations of the Landlord, its employees or agents. The Landlord and the Tenant hereby agree that any sums payable pursuant to this Section 6.04 shall constitute a genuine pre-estimate of the damages that the Tenant will suffer as a consequence of actual crop loss.

6.05 The Tenant shall be limited to claiming any damages for or in respect of crop loss or any other matters arising under or in connection with this Lease pursuant to either Section 1.04 or Section 6.04 of this Lease, but not pursuant to both sections. In no circumstance shall the Tenant be entitled to claim any damages for or in respect of crop loss or any other matters arising under or in connection with this Lease pursuant to both Section 1.04 and Section 6.04 of this Lease.

6.06 The Landlord shall take commercially reasonable actions within the Landlord's control to ensure that the Lands are not used for a waste storage facility.

6.07 The Landlord shall fence those portions of the Lands as may be required for its purposes.

7.00 DEFAULT

7.01 The following events shall constitute an event of default under this Lease (an "**Event of Default**"):

- (a) the Tenant fails to pay Rent or any other amount payable under this Lease, when due hereunder; or
- (b) the Tenant fails to observe, comply with or perform any of the terms, covenants or conditions of this Lease (other than the payment of Rent) and shall have failed to remedy the same within the time that the Landlord may reasonably allow for the remedying of such breach or non-compliance or non-performance (if it is reasonable in the circumstances the Landlord shall endeavor to give the Tenant a period of twenty (20) days written notice); or
- (c) the occurrence of any of the following events or circumstances:
 - (i) any steps are taken or action or proceedings are instituted for the dissolution, winding up or liquidation of the Tenant or its assets; or
 - (ii) the Tenant or any person occupying the Lands or any part thereof becomes bankrupt or insolvent or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise; or
 - (iii) a receiver or a receiver/manager is appointed for all or any portion of the Tenant's property or any such occupant's property; or all or any portion of the Tenant's property is seized by a creditor of the Tenant; or

- (iv) this Lease, or any of the Tenant's assets or those of any occupant of the Lands are taken under any writ of execution, attachment or similar process; or
- (v) the Tenant's leasehold interest in the Lands is charged or encumbered or the Lands are occupied by someone other than the Tenant other than as permitted herein.

8.00 REMEDIES OF THE LANDLORD ON DEFAULT BY THE TENANT

8.01 Upon the occurrence of an Event of Default in addition to any other rights or remedies it has pursuant to this Lease or by law, the Landlord has to, the extent permitted by law without notice to the Tenant and at the Landlord's option the following rights:

- (a) the right to collect the full amount of the current year's Rent (if unpaid), which shall immediately become due and payable as accelerated Rent and the Landlord may distrain for the same together with any arrears of Rent then unpaid; and
- (b) to the fullest extent permitted by law, the immediate right of re-entry upon the Lands; and
- (c) the right to terminate the Lease to the extent that the remainder of the Term shall forthwith become forfeit and determined; and
- (d) the right to perform or cause to be performed any of the covenants or obligations then in default or any part thereof and for such purpose may do such things as may be required, including without limitation, entering upon the Lands and doing such things as the Landlord reasonably considers requisite or necessary. The Landlord shall have no liability to the Tenant for any loss, damages, interference or inconvenience caused by or resulting from any such action or entry and the same is not a re-entry or breach of the covenant for quiet enjoyment; and
- (e) the right to terminate this Lease by commencing an action for possession or for termination of the Lease or by written notice to the Tenant.

8.02 Any termination of this Lease by the Landlord shall be without prejudice to and shall not limit any claim of the Landlord for damages in respect of loss of rental or other income of the Landlord expected to be derived therefrom over the unexpired portion of the Term of this Lease and this provision constitutes notice to the Tenant to such effect.

8.03 No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenants, provisos or conditions herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or effect such

continued or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only as an express waiver in writing.

8.04 If the Tenant abandons the Lands the Landlord or its duly authorized agent may enter onto and upon the Lands and take possession of the entire crop thereon and harvest and market the same as the Landlord sees fit and apply the proceeds to the Rent and other amounts owing by the Tenant to the Landlord hereunder after deducting the Landlord's expenses in connection with the work done and the amount required to remedy the Event of Default.

9.00 GOVERNMENT PAYMENTS AND SUBSIDIES

9.01 In the event that any payment, subsidy, or other reimbursement is made under any government agency, or any marketing agency in connection with grain production on the said Lands during the Term of this Lease, the payments identified with the Lands shall be paid to the Tenant unless otherwise agreed upon. Where contributions are required for entitlement to any payment, subsidy or reimbursement, the Landlord and the Tenant shall mutually agree as to the sharing of costs and income.

10.00 SALE

10.01 The Landlord or its agent shall be entitled to advertise or exhibit the Lands or any portion thereof and any building or premises thereon for sale, and in so doing, post signs on the Lands and may enter upon and show the Lands and any buildings or premises thereon to prospective purchasers and do such other things as are consistent with effecting a sale of the Lands, provided that such activities are carried out in a reasonable manner so as not to unduly interfere with the Tenant's rights to farm the Lands pursuant to this Lease.

11.00 NO RIGHT TO MINERALS

11.01 The Tenant acknowledges that the Tenant has no right to remove any soil, sand, gravel, or clay from the Lands and has no rights whatsoever to any valuable stone or minerals or other such substances existing on or under the surface of the Lands.

12.00 GENERAL

12.01 This Lease shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns. The Landlord may assign this Lease or its interests under this Lease. The Tenant shall not assign this Lease or the Tenant's interests under this Lease without the prior written consent of the Landlord, such consent to be in the sole and unfettered discretion of the Landlord. Time and strict performance hereof shall be in every respect of the essence of this Lease. If the Tenant is comprised of more than one person, firm or corporation, the obligations of the Tenant shall be joint and several.

12.02 This Lease shall be construed according to the laws of the Province of Saskatchewan and any cause of action or proceeding arising hereunder or by virtue hereof shall be deemed to have arisen in the said Province.

12.03 All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to the other party, shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party as follows:

Tenant: ●
Attention: ●
Email: ●

with a copy to: ●
Attention: ●
Facsimile: ●
Email: ●

Landlord: Enbridge Pipelines Inc.
10201 Jasper Avenue
Edmonton, Alberta
T5J 3N7
Attention: Land Services Department c/o Sharilee Schnell
Facsimile: 780-392-4120
Email: sharilee.schnell@enbridge.com

with a copy to: ●
Attention: ●
Facsimile: ●
Email: ●

or at such other address as may be given by such party to the other party hereto in writing from time to time. All such notices shall be deemed to have been received when delivered or transmitted by facsimile or electronic PDF transmission, or, if mailed, forty-eight (48) hours after 12:01 a.m. on the day following the day of the mailing thereof. If any notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notice shall be deemed to have been received forty-eight (48) hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all notices shall be given by personal delivery or by facsimile transmission.

12.04 All of the indemnities made by the Tenant under this Lease shall survive the expiration of the Term or termination of this Lease.

12.05 If the Tenant remains in possession of the Lands after the end of the Term without having executed and delivered a new lease there is no renewal of this Lease and no extension of the Term hereby granted notwithstanding any statutory provision or legal presumption to the contrary and the Tenant shall be and be deemed to be a lessee occupying the Lands as a Tenant at will from month to month upon the same terms, covenants and conditions as are herein set forth including the payment of Rent hereunder in a manner applicable to such a tenancy.

12.06 The failure of the Landlord to enforce the strict performance of any covenant or condition herein contained shall not of itself constitute a waiver or abrogation of such condition or covenant nor shall any waiver of any such covenant or condition be a waiver of or defeat the Landlord's rights hereunder in respect of any subsequent breach, default or non-observant of the terms of this Lease.

12.07 Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant shall register this Lease or any interest relating to this Lease against the Lands, provided however that the Tenant may, with the Landlord's prior written consent, register a notice that refers to the non-financial provisions of this Lease.

12.08 This Lease may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the day and year first above written, and only one of which need be produced for any purpose. This Lease may be executed by the parties and transmitted by facsimile or electronic PDF and if so executed and transmitted this Lease will be for all purposes as effective as if the parties had delivered an executed original Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have caused this Lease to be legally executed as of the day and year first above written.

•

(c/s)

Per: _____
Name: •
Title: •

ENBRIDGE PIPELINES INC.

(c/s)

Per: _____
Name: _____
Title: _____

**SCHEDULE A
TO THE LEASE AGREEMENT**

LANDS

Portions of the following lands as shown in the attached property sketch:

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