State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
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Madison WI 53707-7921

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October 30, 2020

Holly Bellmund
GLC Minerals, LLC
1450 Bylsby Avenue, PO Box 2236
Green Bay, WI 54306-2236

Subject: Lease Liability Clarification Letter for the Property located on a portion of the WPS Pulliam Power Plant, Green Bay, Wisconsin
BRRTS #: 07-05-586703

Dear Ms. Bellmund:

The Wisconsin Department of Natural Resources (DNR) received a request for a lease liability clarification from Sarah Schenck with Godfrey & Kahn, S.C., on behalf of GLC Minerals, LLC (GLC) on October 27, 2020 (the "Request"). The Request was submitted with the appropriate review fee. The purpose of this letter is to provide GLC with clarification as to environmental liabilities associated with the leasing of real property from Wisconsin Public Service Corporation (WPS). The property is located at 1530 N. Bylsby Avenue in Green Bay, Wisconsin. The DNR completed its review of environmental reports and the lease agreement as part of the Request.

Property Use
The lease area (the "Property") consists 14.5 acres (as depicted as the "Leased Premises" map that is an exhibit to the lease in Attachment A). The Property is a portion of parcel # 6-34, hereafter referred to as the "Parent Parcel," located within the City of Green Bay. The 26.128-acre Parent Parcel is located at 1530 N. Bylsby Avenue. The Property and Parent Parcel are currently unoccupied.

Lease Agreement
The DNR received limited sections of the lease document between GLC Minerals, LLC (Tenant) and Wisconsin Public Service Corporation (Landlord). The DNR will refer to this collection of limited sections of the lease document as the Lease hereafter. The Lease is included as Attachment A to this letter. The Lease was not signed and executed and includes exhibits with a map of the leased premises. Given only a few sections from the Lease were provided to the DNR, review was inherently limited to the sections of the lease that were provided. Specifically, section 19 of the Lease includes indemnity provisions regarding environmental issues.

Background and Environmental Summary
Wis. Stat. § 292.55(1) (d) 1. authorizes the DNR to issue a letter to a person seeking assistance concerning the liability of a person owning or leasing a property that has known or potential environmental pollution. Specifically, the DNR has reviewed the following documents to make this determination:

- Liability clarification letter request, completed Form 4400-237, signed September 25, 2020, including a cover letter and attachments.
- Limited sections of the Lease between GLC Minerals, LLC (Tenant) and Wisconsin Public Service Corporation (Landlord), which was not signed and executed.

The Parent Parcel and a larger contiguous parcel (parcel # 6-11) to the north are currently owned by WPS. The coal-powered J.P. Pulliam Power Plant historically operated on both parcels from 1927 to 2018, when the power plant was razed.

GLC proposes to use the Property for processing and storage of limestone. WPS reportedly removed approximately three feet of surficial material from the Property and replaced it with three feet of clean material followed by seeded topsoil. Prior to commencing limestone operations, it is anticipated that GLC will place 6-12 inches of crushed dolomite gravel on top of the seeded topsoil.

Hazardous substances discharges are associated with the contiguous parcel # 6-11 owned by WPS to the north based on a review of the available information. There are no Environmental Repair Program (ERP) or Leaking Underground Storage Tank (LUST) cases on the Property or Parent Parcel.

Determinations

The DNR reviewed the available documents and determined, based on the proposed use and current environmental conditions, that GLC, as Tenant under the Lease, would not "possess or control," as those terms are used in Wis. Stat. § 292.11(3), any hazardous substance discharges that are discovered in the future to have been present on the Property prior to signing the Lease, conditioned in compliance with the following standards of performance:

- GLC must provide any responsible party, their consultants, and DNR personnel with reasonable access to the Property for the purposes of conducting any necessary environmental assessment or remediation activities.

- GLC or its representatives, agents or contractors, must comply with all applicable state and federal laws that apply if they conduct any excavation, storage, treatment, or disposal of contaminated soils, groundwater, or other materials on the Property.

- GLC must minimize, to the extent practicable, the placement of any structures in areas of the Property that may be impacted by environmental contamination, or construct buildings in such a manner as to allow remedial work to be conducted.

- GLC must comply with the requirements of Wis. Stat. § 292.11 and the Wis. Adm. Code chs. NR 700-799 for the discharge of any hazardous substances that may be caused by GLC Acquisitions or their contractors.

- GLC has not and will not have direct or indirect business relationships (other than as Tenant under the Lease for the Property) with the person or persons who may have caused a discharge of any hazardous substance on the Property.

- There are no relevant provisions in the Lease that would alter the DNR's analysis.

Under these conditions, the DNR agrees not to hold GLC in its capacity as a Tenant under the Lease responsible for investigating or remediating any hazardous substances that are present on, or migrated from or onto, the Property prior to the date of the Lease, unless any of the conditions are not satisfied.

In addition, the Lease provided to the DNR as part of the request has not been signed or executed by the parties. Also, as mentioned previously, the DNR only received and reviewed limited sections of the Lease, and as a result any determinations made by the DNR in this letter are based specifically on the information made available to the

DNR as part of the request, and are subject to change if modifications are made to the Lease or if there are provisions in sections of the Lease not reviewed by the DNR which would affect the determinations in this letter. Any property located outside of the area identified as the Property for the purpose of issuing this Lease Liability Clarification Letter is not covered by this letter and would require a request be made for a Lease Liability Clarification Letter for the specific revised area. This letter was written specifically for GLC and is not transferrable to another party.

The Bureau for Remediation and Redevelopment Tracking System (BRRTS) identification number for this activity is included at the top of this letter. The DNR tracks information on all determinations such as this one in a database that is available on the Internet at: http://dnr.wi.gov/topic/Brownfields/WRRD.html. See "BRRTS on the web" to access the database. You are reminded that this determination does not relieve you of obligations to comply with all other applicable, federal, state and local laws, regulations, and permits.

If you have any questions concerning this letter or other related matters, please contact me at (608) 259-6557 - Jodie.Peotter@wisconsin.gov or Keld Lauridsen at (920) 510-8294 – Keld.Lauridsen@wisconsin.gov.

Sincerely,

Jodie Peotter, PG
Chief, Brownfields, Outreach and Policy Section
Bureau for Remediation and Redevelopment

Attachment: Sections of Lease agreement

cc: Keld Lauridsen, NER
Sarah Schenck, Godfrey & Kahn - sschenck@gklaw.com

DRAFT
10/01/20

LEASE

LANDLORD:	**WISCONSIN PUBLIC SERVICE CORPORATION**
TENANT:	**GLC MINERALS, LLC**
DATE OF LEASE:	**_____, 2020**

LEASE

THIS LEASE ("**Lease**") is made as of _____, 2020 by and between **WISCONSIN PUBLIC SERVICE CORPORATION** ("**Landlord**"), and **GLC MINERALS, LLC** ("**Tenant**").

A. Landlord holds fee simple title to the Premises as defined in Section 1.1 below.

B. Tenant desires to lease the Premises from Landlord and Landlord desires to lease the Premises to Tenant on the terms and conditions set forth herein.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows

1. **GRANT AND TERM**.

1.1 Lease and Premises. Landlord, for and in consideration of the rents reserved and of the covenants and agreements of Tenant to be performed, leases to Tenant, and Tenant leases from Landlord, the approximately 14.5 acres of land in the City of Green Bay, Wisconsin, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (referred to herein as the "**Premises**"). Tenant recognizes that the Premises is a part of a larger parcel of land owned by Landlord (the "**Landlord Parcel**"). The Premises shall not include, and Tenant shall not acquire any right, title or interest in, the submerged lands comprising the slip (historically used for the delivery of coal and other bulk materials by cargo ship) located on or about the Landlord Parcel. Tenant agrees and acknowledges that it shall have no right of access across the Landlord Parcel or any other property owned by Landlord except via the route depicted on **Exhibit A**.

1.2 Term. The initial term ("**Initial Term**") of this Lease shall be for an initial term commencing on the date hereof (the "**Commencement Date**") and terminating on the day preceding the third anniversary of the Rent Commencement Date (defined below), unless sooner terminated in accordance with this Lease.

1.3 Extension Option. Tenant shall have one (1) option to extend the Term for a period of one (1) year each ("**Extended Term**") provided that Tenant has in each instance given Landlord written notice exercising such option at least twelve (12) months prior to the expiration of the then current Term. Unless waived in writing by Landlord, Tenant's right to exercise the options contained herein is conditioned upon (i) no default having occurred and continuing beyond any applicable notice and cure period under this Lease on the date of exercise, and (ii) this Lease being in full force and effect. The Extended Term shall be upon all the same terms, covenants and conditions as the initial Term, except that Tenant shall have no further extension rights. As used herein, "**Term**" shall mean the Initial Term and Extended Term, if any.

2. **RENT**.

2.1 Rent Commencement. The **"Rent Commencement Date"** shall be the date that is the earlier of (a) the date that is fifteen (15) days after Tenant has obtained all permits required for Tenant's permitted use of the Premises, in Tenant's sole judgment and discretion, (b) the date that is one hundred eighty (180) days after the date hereof, or (c) the date that is ten (10) days after Tenant commences processing or storing materials on the Premises. Each party, at the request of the other, shall execute an instrument confirming the precise date of the Rent Commencement Date.

19. **HAZARDOUS AND TOXIC MATERIALS**.

19.9 Landlord Environmental Indemnity. Landlord agrees to indemnify, defend and hold harmless Tenant, its managers and members, any managing agents and leasing agents of the Premises, and their respective agents, partners, officers, directors and employees and all mortgagees (collectively, the "**Tenant Indemnitees**") from and against any and all debts, liens, claims, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the Tenant Indemnitees to the extent resulting from the presence of hazardous or toxic material in, upon, or under the surface of the Premises or in any surface waters or ground waters on or under the Premises as of or prior to the Commencement Date, including any migration or continued migration off the Premises, to the extent caused by Landlord's operations at the Premises as of or prior to the Commencement Date ("**Landlord's Operations**"). Landlord's obligations under this section shall survive the expiration or termination of this Lease.

SIGNATURE PAGE TO FOLLOW

DATED as of the day, month and year first written above.

LANDLORD:

WISCONSIN PUBLIC SERVICE CORPORATION

By:_____
Print Name:_____
Title:_____

TENANT:

GLC MINERALS, LLC

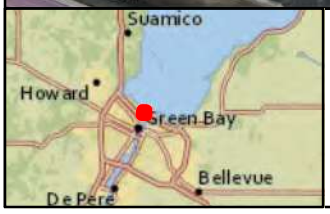
By: Hurlbut Holdings, Inc.
Its: Manager

By:_____
Print Name:_____
Title:_____

ATTACHMENT B

Map of the Property

22832007.2



JP Pulliam Power Plant
Area #4 - Leasable Area

Approx. Edge of Water

Area #4 Leasable Area (14.5 Acres)

N

0 500 Feet

Date: 9/29/2020