

From: Andy Delforge <adelforge@reiengineering.com>
Sent: Wednesday, March 27, 2019 9:28 AM
To: Janowiak, Steve J - DNR
Subject: FW: Normington Update
Attachments: Assignment and Assumption of Contract (W2080947xA1F97).pdf

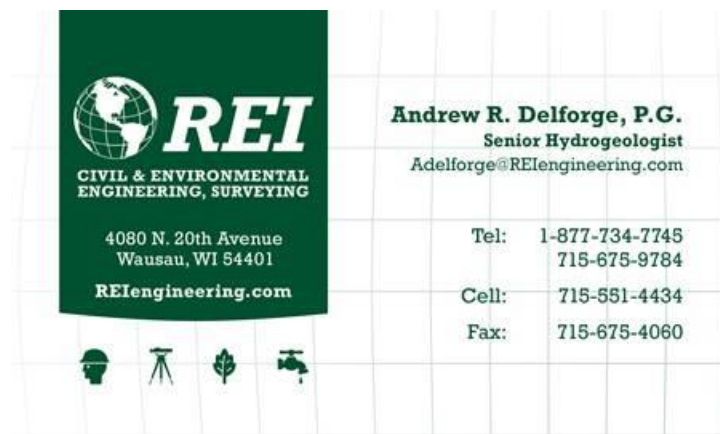
Steve – as you know Pioneer Bank had an agreement in place with property owner Ray Rogus assuring financial responsibility for the environmental costs associated with the Normington Dry Cleaners site. As we discussed, the bank has transferred this responsibility to a holding company to get the financial burden off the books of the bank. Any correspondence previously sent to Jeff Whitrock/ Pioneer Bank should now go to :

PB Holdings of Marshfield, LLC c/o Ruder Ware, Attn: Matt Rowe
500 First Street, Suite 8000
P.O. Box 8050
Wausau, WI 54402-8050

Thank you,



Andrew R. Delforge, P.G. – Senior Hydrogeologist



REI
CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

4080 N. 20th Avenue
Wausau, WI 54401
REIengineering.com

Andrew R. Delforge, P.G.
Senior Hydrogeologist
Adelforge@REIengineering.com

Tel: 1-877-734-7745
715-675-9784

Cell: 715-551-4434

Fax: 715-675-4060

Connect with us : 

Confidentiality Notice: This message is intended for the recipient only. If you have received this e-mail in error please disregard.

From: Benjamin E. Streckert <bstreckert@ruderware.com>
Sent: Wednesday, March 20, 2019 1:10 PM

To: Andy Delforge <adelforge@reiengineering.com>
Subject: RE: Normington Update

Hi Andy,

I discussed with Matt, and we are okay with going ahead and letting the DNR know that the cleanup obligation has been transferred from Pioneer Bank to PB Holdings of Marshfield, LLC. Would you be able to pass that message along to the DNR and let them know that all future correspondence should copy PB Holdings rather than the Bank? The buyer requested an e-mail from the DNR acknowledging receipt of notice of the transfer.

I have attached the signed Assignment and Assumption that documents the transfer in case you think the DNR would like to see the document itself.

Please let me know if there is any other information we can provide.

Thank you again, Andy.

Ben



Benjamin E. Streckert

Ruder Ware, L.L.S.C.

500 First Street, Suite 8000 | P.O. Box 8050 | Wausau, WI 54402-8050

Phone: 715.845.4336 | Toll-Free: 800.477.8050 | Fax: 715.845.2718

bstreckert@ruderware.com | www.ruderware.com

Visit our blog at www.blueinklaw.com



CONFIDENTIALITY NOTICE AND IRS DISCLOSURE

This e-mail message and any attachments may contain privileged or confidential information that is intended only for the use of the recipient(s) named above. If you have received this message in error, please notify us immediately and destroy the message. Any tax advice contained in this message and any attachments may not be used to avoid federal tax-related penalties or to promote, market, or recommend any tax-related matter.

From: Andy Delforge [<mailto:adelforge@reiengineering.com>]

Sent: Tuesday, March 19, 2019 3:23 PM

To: Benjamin E. Streckert <bstreckert@ruderware.com>

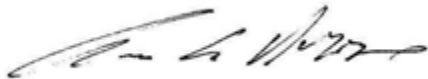
Subject: Normington Update

Ben – thanks for the call today. Since submittal of the August 24, 2018 Additional Work Plan and Technical Assistance Request, the following has occurred:

- Installation of four additional piezometers sidegradient and downgradient to further define the plume on 9/27/18. DNR project manager Steve Janowiak was on site to discuss progress and path to closure
- A 9/28/18 email correspondence with Steve Janowiak requesting REI sample private irrigation/sprinkler wells in the vicinity of the plume. REI requested a listing of permit holders from the city, mapped the known existing wells, and intends to contact property owners for access once they are on line for the summer
- Development and sampling of the piezometers on 10/1/18
- A 10/16/18 email correspondence with Janowiak discussing the results of additional sampling, locations of additional downgradient and sidegradient piezometers, and a deeper bedrock piezometer immediately downgradient of the source.
- A 11/29/18 email correspondence with Janowiak discussing depths of Witter field irrigation wells, and potential depth of the additional deep bedrock piezometer
- 12/21/18 access request to the downgradient property (Family Video) owner for installation of the deep bedrock piezometer
- 12/21/18 access request to the City of Wisconsin Rapids for installation of two additional piezometers on City right of way property
- 2/7/19 two shallow (35 foot) piezometers installed downgradient (west) and sidegradient (north) of the plume on city property
- 3/14/19 deep (75 foot) bedrock piezometer installed on Family Video property.

We plan to sample the entire network next week and will prepare an update report for DNR review upon receipt of results in (optimistically) two weeks. Let me know if you have questions or would like to discuss.

Thank you,



Andrew R. Delforge, P.G. – Senior Hydrogeologist

	<p>Andrew R. Delforge, P.G. Senior Hydrogeologist Adelforge@REIengineering.com</p>
	<p>Tel: 1-877-734-7745 715-675-9784 Cell: 715-551-4434 Fax: 715-675-4060</p>
<p>4080 N. 20th Avenue Wausau, WI 54401 REIengineering.com</p>	
	

Connect with us :    

Confidentiality Notice: This message is intended for the recipient only. If you have received this e-mail in error please disregard.

ASSIGNMENT AND ASSUMPTION OF CONTRACT

This Assignment and Assumption of Contract (the "Assignment") is made and entered into as of the latest date set forth with the signatures below (the "Effective Date"), by and among Pioneer Bank, a Wisconsin state bank (the "Bank"); PB Holdings of Marshfield, LLC, a Wisconsin limited liability company ("PB Holdings"); R&R Transmission Specialists, LLC, a Wisconsin limited liability company ("R&R Transmission"); and Raymond M. Rogus, an adult individual with a mailing address located at 731 8th Street South, Wisconsin Rapids, Wisconsin 54494 ("Mr. Rogus").

RECITALS

A. The Bank, R&R Transmission, and Mr. Rogus are, along with Thomas Nelson and Jodi Nelson, (together the "Nelsons"), parties to that certain Agreement dated as of November 16, 2015, a copy of which is attached as Exhibit A (the "Contract"). On November 13, 2015, the Nelsons conveyed certain real property located at 821 Chestnut Street in Wisconsin Rapids, Wisconsin (the "Property") to R&R Transmission, at which time the Bank, Mr. Rogus and R&R Transmission are the sole remaining parties to the Contract pursuant to its terms.

B. Pursuant to the terms of the Contract, the Bank is obligated to provide certain indemnification undertakings for the benefit of Mr. Rogus and R&R Transmission in connection with certain environmental contamination the source of which is located at the Property, as more fully described in the Contract.

C. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank desires to transfer and assign the Contract to PB Holdings, and PB Holdings wishes to accept such assignment and assume and agree to pay and perform when due all of the obligations and liabilities of Bank in, to, and under the Contract.

NOW, THEREFORE, in consideration of the recitals set forth above and the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Bank hereby transfers and assigns to PB Holdings all of the right, title, and interest of Bank in, to, and under the Contract, including Bank's obligations and liabilities under the Contract.

2. Assumption. PB Holdings hereby accepts the foregoing assignment and hereby assumes and agrees to pay and perform when due all of the obligations and liabilities of Bank in, to, and under the Contract.

3. Consideration for Mr. Rogus. In consideration of Mr. Rogus' consent to this Assignment, the Bank agrees to pay to Mr. Rogus, within five (5) business days following the

Effective Date, an amount equal to the legal fees incurred by Mr. Rogus in connection with the discussions and negotiations surrounding this Assignment, up to a maximum of Five Thousand and No/100ths Dollars (\$5,000.00).

4. Consent and Unconditional Release. Mr. Rogus, individually, and R&R Transmission each hereby:

a. consent to Bank's assignment of the Contract to PB Holdings and PB Holdings' assumption of all of Bank's rights and obligations under the Contract pursuant to this Assignment; and

b. acknowledge that the Contract remains in full force and effect, binding upon PB Holdings and Mr. Rogus and R&R Transmission and enforceable against each in accordance with its terms; and

c. in consideration of PB Holdings' assumption of all of the obligations and liabilities of Bank in, to, and under the Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, fully and forever release and discharge Bank and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively with Bank, "Releasees") from any and all claims, defenses, set-offs, counterclaims, actions, causes of action, suits, controversies, agreements, provisions, obligations, liabilities and demands at law or in equity, or whatsoever kind or nature whether known or unknown discovered or undiscovered, matured or unmatured, asserted or unasserted, arising out of or related to the Contract (collectively, the "Claims"), which Mr. Rogus or R&R Transmission (either or both), ever had, now have or may hereafter have against such Releasees.

5. Indemnification. PB Holdings shall indemnify, hold harmless, and defend Bank and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively with Bank, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, Claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, "Losses") arising out of or related to the Contract. Notwithstanding anything to the contrary in this Section 5, Indemnified Party may select its own legal counsel to represent its interests, and PB Holdings shall: (a) reimburse Indemnified Party for its costs and attorneys' fees immediately upon request as they are incurred, and (b) remain responsible to Indemnified Party for any Losses indemnified under this Section 5.

6. Post-Effective Date Covenant of PB Holdings. Subject to Section 7, from and after the Effective Date, PB Holdings agrees to maintain a positive tangible net worth that includes cash or marketable securities of at least One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) (the "Net Worth Covenant").

7. Expiration of Net Worth Covenant. PB Holdings' obligation to comply with the Net Worth Covenant shall expire upon obtaining "site closure" with respect to the Normington

Dry Cleaners Former WI Rapids Site, BRRTS #02-72-257528, as determined by the Wisconsin Department of Natural Resources.

8. Further Assurances. Each of the parties to this Assignment shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions of it and give effect to the transactions contemplated by it.

9. Assignment. PB Holdings shall not assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of both Bank and Mr. Rogus. Any purported assignment in violation of this Section 9 shall be void. Mr. Rogus may assign his rights under this Assignment and the Contract to any other party with prior written notice to, but without any consent required from, the other parties to this Assignment.

10. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of its parties and their respective successors and permitted assigns.

11. Amendment; Waiver. No amendment or waiver of any of the terms of this Assignment will be effective, except to the extent such change or waiver is in writing and signed by the parties to this Assignment.

12. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

13. Interpretation and Construction. The parties acknowledge that, in connection with negotiating and executing this Assignment, each party as had the opportunity for its own counsel and advisors to review and participate in the drafting of this Assignment. The fact that this Assignment was prepared by Bank's counsel as a matter of convenience shall have no import or significance to the construction of this Assignment. Any uncertainty or ambiguity in this Assignment shall not be construed against Bank because Bank's counsel prepared this Assignment in its final form. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of this Assignment.

14. Counterparts. This Assignment may be signed in any number of counterparts with the same effect as if all signatures were on one original or copy.

[Signature Page to Follow]

The parties to this Assignment hereby enter into this Assignment effective as of the Effective Date.

PIONEER BANK (SEAL)

By: Jeffrey J. Whitrock
Jeffrey J. Whitrock, President

Date: 2/22/19

PB HOLDINGS OF MARSHFIELD, LLC
(SEAL)

By: Melissa S. Kampmann
Print Name: Melissa S. Kampmann
Title: Manager

Date: 3-12-19

R&R TRANSMISSION SPECIALISTS, LLC
(SEAL)

By: Raymond M. Rogus
Print Name: RAYMOND M. ROGUS
Title: MEMBER

Date: 2-1-19

Raymond M. Rogus
Raymond M. Rogus, Individually (SEAL)

Date: 2-1-19

EXHIBIT A
COPY OF AGREEMENT

See attached.

AGREEMENT

This Agreement is made effective as of November 16, 2015, between and among Thomas Nelson and Jodi Nelson, husband and wife, Pioneer Bank, and R&R Transmission Specialists, LLC, who are identified in Section A.

Parties, Background, and Statement of the Parties' Intent

A. Parties

1. Thomas Nelson (whose full name is Thomas H. Nelson) and Jodi L. Nelson (collectively, the "Nelsons") are husband and wife and who reside at 7346 86th Avenue NE, Spicer, Minnesota, 56288-0097 and who hold title to the property located at 821 Chestnut Street, Wisconsin Rapids, Wisconsin 54494, as further defined in Section B.5, below.
2. Raymond M. Rogus ("Raymond Rogus" or "Rogus") is an adult who holds title to the property located at 731 South 8th Street, Wisconsin Rapids, Wisconsin 54494 where he owns and operates his business as the member of R&R Transmissions Specialists, LLC (hereafter, the "R&R Property").
3. Pioneer Bank ("Pioneer") is a Wisconsin state bank whose principal place of business is located at 5758 Main Street, Auburndale, Wisconsin 54412.

B. Background

1. Pioneer made a loan to Kevin D. Huchthausen and Kim M. Marth, husband and wife, for the purchase of the property located at 821 Chestnut Street, Wisconsin Rapids 54494, which was secured by a note and mortgage on that property. Huchthausen and Marth defaulted and Pioneer foreclosed. That property was scheduled for a sheriff's sale in January 2003.
2. Prior to the scheduled sheriff's sale, however, Thomas and Jodi Nelson expressed interest in acquiring the 821 Chestnut Street property, as a result of which (a) Thomas and Jodi Nelson borrowed money from Pioneer to purchase the 821 Chestnut Street Property and (b) Thomas Nelson entered into that certain "Agreement" made on January 20, 2003, (hereafter, the "2003 Agreement") with Kevin D. Huchthausen and Kim M. Marth and Pioneer.
3. The purpose of the 2003 Agreement was to allow Pioneer to sell the 821 Chestnut Street property, which at that time was in foreclosure, to Thomas and Jodi Nelson, so as to allow Thomas Nelson to conduct his chiropractic profession there while protecting the Nelsons from their liability to the State of Wisconsin for environmental contamination traceable to 821 Chestnut Street.
4. The property located at 821 Chestnut Street, Wisconsin Rapids, is regarded and classified by the Wisconsin Department of Natural Resources (hereafter, "WDNR") as a source

of groundwater contamination by chlorinated volatile organic compounds, including perchloroethylene, that has become co-mingled with off-site petroleum groundwater contamination, a source of which was the R&R Property (from its use as a gasoline station prior to Rogus having acquired that property).

5. The property located at 821 Chestnut Street, Wisconsin Rapids, has been since August 8, 2000, and continues to be, classified by the WDNR as an open site under its Environmental Repair Program ("Open ERP") and is tasked by the WDNR's Bureau of Remediation and Redevelopment Tracking System as BRRTS # 02-72-257528 and is titled by the WDNR as the "Normington Dry Cleaners Former W1 Rapids Site" (hereafter, the "Normington Property").

6. On August 8, 2000, the WDNR designated Kevin D. Hinchhansen and Kim M. Merth, who at that time held title to the Normington Property, as the "Responsible Party" for the environmental contamination on and migrating from the Normington Property pursuant to Wisconsin Statute § 292.11 (hereafter, the "Spills Law").

7. After Thomas and Jodi Nelson took title to the Normington Property, the WDNR on January 12, 2010, designated Thomas Nelson as the "Responsible Party" for the environmental contamination on and migrating from the Normington Property pursuant to the Spills Law.

8. Pioneer, in fulfilling its obligations under the 2003 Agreement, hired REI Engineering, Inc., an environmental consulting firm whose place of business is located at 4080 N 20th Avenue, Wausau, Wisconsin, which has performed substantial site investigation of the environmental site stemming from the contamination on and from the Normington Property.

9. Thomas and Jodi Nelson's note to Pioneer is secured by Pioneer's mortgage on the Normington Property.

10. Raymond Rogus has expressed interest in acquiring the Normington Property, which acquisition would provide commercial advantages to his business because the Normington Property is contiguous to the R&R Property.

11. Thomas and Jodi Nelson have expressed interest in selling the Normington Property.

12. As the creditor of the Nelsons, Pioneer is interested in facilitating the sale of the Normington Property from the Nelsons to Raymond Rogus.

13. In order to achieve the foregoing purposes the parties contemplated entering into that certain "Site Closure Agreement For 821 Chestnut Street, Wisconsin Rapids, Property" (hereafter, the "Unexecuted Agreement"), which is attached to this Agreement and is marked as EXHIBIT A.

R&R
QW
THN
g&n

14. Raymond Rogus desires and intends to have roof repairs performed on the building located at the Normington Property as soon as possible before the onset of winter conditions that could impede his ability to make immediate use of that building.

15. The parties to this Agreement acknowledge and understand that to execute the Unexecuted Agreement and seek the Liability Clarification Letter that is set forth in the Unexecuted Agreement would take so long that winter conditions would set in before the Liability Clarification Letter could be issued, thereby impeding Raymond Rogus's ability to make immediate use of the building located on the Normington Property.

16. Raymond Rogus desires to forego receipt of the Liability Clarification Letter that is set forth in the Unexecuted Agreement and, instead, proceed to take title to the Normington Property so as to make roof repairs on, and use, the building on the Normington Property as soon as possible.

17. Raymond Rogus understands and acknowledges that if he were to take title to the Normington Property, he would become the "Responsible Party" for the environmental contamination on and migrating from the Normington Property pursuant to the Spills Law, and, despite his understanding and acknowledgment, Raymond Rogus intends to take title to the Normington Property and forego the Liability Clarification Letter as set forth in the Unexecuted Agreement.

C. Intent of the Parties

1. By entering into this Agreement, the parties intend to accomplish the conveyance of the Normington Property from Thomas and Jodi Nelson to Raymond Rogus, which the parties acknowledge would not transpire in the absence of this Agreement.

2. The parties understand and acknowledge that upon the conveyance of the Normington Property by Thomas and Jodi Nelson to Raymond Rogus, Raymond Rogus will become the "Responsible Party" for the environmental contamination on and migrating from the Normington Property pursuant to the Spills Law.

3. The parties no longer desire to seek a Liability Clarification Letter as described in the Unexecuted Agreement and intend to cooperate with one another and to interpret this Agreement so as to fulfill the intentions of the parties.

Agreement

NOW, THEREFORE, based upon the consideration provided by each of the parties and the mutual promises contained in this Agreement, the sufficiency of which the parties acknowledge, the parties agree as follows:

RMR JW THN ARN

I. Incorporation of Parties, Background, and Statement of the Parties' Intent

1. The foregoing recitals are incorporated by reference into this Agreement as if set forth at length.

2. The recitals set forth in the Unexecuted Agreement, except for Sections C. 2. and C. 3. therein, are also incorporated by reference into this Agreement as if set forth at length.

II. Continued Site Investigation and Substantial for Site Closure

1. Raymond Rogus agrees to take the following steps necessary so as to achieve site closure, including, but not limited to:

(a) allow REI access to the Normington Property (as well as the R&R Property) for soil, groundwater and/or vapor sampling as required by DNR;

(b) maintain the existing monitoring well network or notify REI if maintenance is required;

(c) verify that the legal description is correct;

(d) sign notification letters notifying off site property owners of contamination on their property;

(e) maintain the pavement at the site as a barrier to groundwater infiltration;

(f) notify the WDNR if a structural impediment (such as the existing building) is removed;

(g) sample or screen any soils that may be excavated from the site;

(h) dispose of any contaminated soils that are excavated as solid waste; and,

(i) install and maintain vapor mitigation system(s) in the event current conditions changes so as to create a vapor intrusion pathway(s) that does not currently exist.

2. Pioneer agrees to pay for the environmental consultant to complete the investigation of the environmental site on and migrating from the Normington Property and to apply for and achieve site closure in conformance with the applicable regulations for site investigation and site closure.

3. Pioneer further agrees to hold harmless, defend, and indemnify Raymond Rogus for the cost of site investigation and site closure activities, as well as the consequence of any notice of non-compliance ("NON"), notice of violation ("NOV") or enforcement action, except

RMR JW THN JLN

to the extent to which any such NON, NOV, or enforcement action is occasioned by the failure of Raymond Rogus to perform his obligations set forth in Section II. 1. (a) through (i).

4. Thomas Nelson and Jodi Nelson agree to take the following steps:

(a) Until such time and Thomas Nelson and Jodi Nelson convey title to the Normington Property to Rogus, Thomas Nelson shall continue to comply with the requirements set forth in Section II. 1. (a) and (b) insofar as they pertain to the Normington Property.

(b) In the event, however, that title to the Normington Property is not conveyed to Rogus, then Thomas Nelson shall comply with the requirements set forth in Section II. 1. (a) through (i).

III. Covenant Not To Sue

1. Except with respect to enforcement of the terms and provisions of this Agreement, Raymond Rogus and Pioneer covenant not to sue Thomas Nelson or Jodi Nelson on account of any environmental condition in connection with the Normington Property.

IV. Termination of 2003 Agreement and Term of this Agreement

1. Upon conveyance of the Normington Property from Thomas Nelson and Jodi Nelson to Raymond Rogus, the 2003 Agreement shall expire and be superseded by the terms and provisions of this Agreement without further notice.

2. Upon conveyance of the Normington Property from Thomas Nelson and Jodi Nelson to Raymond Rogus, this Agreement shall become a two-party agreement between Raymond Rogus and Pioneer without further notice.

3. Upon issuance of site closure by the WDNR, the terms and provisions of this Agreement shall expire and terminate without further notice.

4. In the event, however, that title to the Normington Property is not conveyed to Rogus, then the 2003 Agreement shall not expire, but this Agreement shall expire without further notice.

VI. Notices

1. Notices under this Agreement shall be sent by First Class Mail or other arrangements agreed to by the parties to the persons or offices designated below. The parties may change their designated representatives by providing written notice consistent with this notice provision.

RMR JW JMN gen

(a) Notices to Pioneer should be addressed President, Pioneer Bank, 5758 Main Street, Auburndale, Wisconsin 54412.

(b) Notices to Thomas and Jodi Nelson should be addressed to Dr. Thomas and Jodi Nelson, 7346 86th Avenue NE, Spicer, Minnesota 56288.

(c) Notices to Raymond Rogus should be addressed to Raymond Rogus c/o R&R Transmission Specialists, LLC, 731 South 8th Street, Wisconsin Rapids, Wisconsin 54494.

VII. General Terms

1. This Agreement is to be governed by and construed in accordance with the laws of the State of Wisconsin and venue shall be in the Circuit Court for Wood County, Wisconsin.

2. The parties will cooperate with one another in good faith in fulfilling the intent and terms and conditions of this Agreement, including periodic communications, meetings, and information sharing as may be appropriate. Pioneer will provide Raymond Rogus with all submittals to the WDNR.

3. This Agreement as executed by the parties represents the entire understanding of the parties with respect to performance.

4. No modification or amendment of this Agreement may be made except in writing signed by the parties, as may be reduced in number pursuant to Section IV. 3.

5. Each party to the Agreement represents and warrants that he or she is authorized to enter into this Agreement and that all necessary procedures were followed to authorize the representatives of any party to sign this Agreement.

6. Signatures that are transmitted in electronic format shall carry the same binding force and effect as if the original signature were attached. Further, this Agreement may be executed in counterparts. Each fully executed signature page will constitute binding consent of the signing party to all of this Agreement.

7. Pioneer is neither a partner nor a joint venturer with Thomas Nelson, Jodi Nelson, Raymond Rogus, or any of them in connection with their businesses or under this Agreement and shall have no obligation with respect to their debts or other liabilities.

8. Waiver by any party of strict performance or any provisions of this Agreement shall not be a waiver of or prejudice to another party's right to require strict performance of the same provision in the future, or of any other provision.

RMP JW THN JLN

9. The parties acknowledge and agree that they have had opportunity to have this Agreement reviewed by their respective counsel and that no drafting presumption shall apply to the interpretation of this Agreement.

10. The parties acknowledge and agree that should any provision or portion of this Agreement be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be impaired.

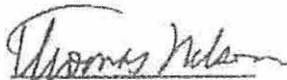
11. The parties acknowledge, warrant and represent that no representation, promise, or inducement other than the consideration set forth in this Agreement has been made between or among them.

The remainder of this page is left blank intentionally; signature pages follow.

RMR JW TAN
QEN

In Witness Whereof, the parties have caused this Agreement to be duly executed as of the date first above written.

THOMAS NELSON



Thomas Nelson

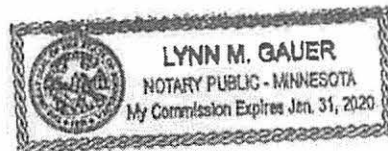
Date: November 16, 2015

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

Signed and sworn to before me on November 16th, 2015, by Thomas Nelson.

[Seal]


Notary Public, State of Minnesota
My commission expires: 1-31-2020



[Signature page to Agreement]

JODI NELSON

Jodi Nelson
Jodi Nelson

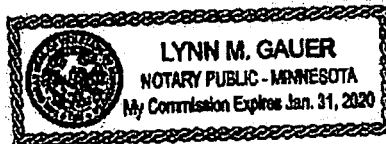
Date: November 16, 2015

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

Signed and sworn to before me on November 16th, 2015, by Jodi Nelson.

[Seal]

Lynn M. Gauer
Notary Public, State of Minnesota
My commission expires: 1-31-2020



[Signature page to Agreement]

R&R TRANSMISSION SPECIALISTS, LLC

Raymond M. Rogus
By: *(Raymond M. Rogus)*
As its Member

Date: November 12, 2015

STATE OF WISCONSIN)
) ss.
COUNTY OF WOOD)

Signed and sworn to before me on November 12, 2015, by Raymond M. Rogus.

[Seal]
GERRY GEISHART
NOTARY PUBLIC
STATE OF WISCONSIN

Gerry Geishart
Notary Public, State of Wisconsin
My commission expires: April 20, 2019

[Signature page to Agreement]

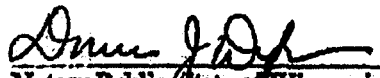
PIONEER BANK

By:  Date: November 18, 2015
Jeff Whitlock
As its President

STATE OF WISCONSIN)
) ss.
COUNTY OF WOOD)

Signed and sworn to before me on November 18th, 2015, by Jeff Whitlock.

[Seal]


Notary Public, State of Wisconsin
My commission expires: 2-23-18

[Signature page to Agreement]

**SITE CLOSURE AGREEMENT FOR 821 CHESTNUT STREET, WISCONSIN RAPIDS,
PROPERTY**

This Site Closure Agreement For 821 Chestnut Street, Wisconsin Rapids, Wisconsin, Property ("Agreement") is made effective as of November __, 2015, between and among Thomas Nelson and Jodi Nelson, husband and wife, Pioneer Bank, and R&R Transmission Specialists, LLC, who are identified in Section A.

Parties, Background, and Statement of the Parties' Intent

A. Parties

1. Thomas Nelson (whose full name is Thomas H. Nelson) and Jodi L. Nelson (collectively, the "Nelsons") are husband and wife and who reside at 7346 86th Avenue NE, Spicer, Minnesota, 56288-0097 and who hold title to the property located at 821 Chestnut Street, Wisconsin Rapids, Wisconsin 54494, as further defined in Section B.5, below.

2. Raymond M. Rogus ("Raymond Rogus" or "Rogus") is an adult who holds title to the property located at 731 South 8th Street, Wisconsin Rapids, Wisconsin 54494 where he owns and operates his business as the member of R&R Transmissions Transmission Specialists, LLC" (hereafter, the "R&R Property").

3. Pioneer Bank ("Pioneer") is a Wisconsin state bank whose principal place of business is located at 5758 Main Street, Auburndale, Wisconsin 54412.

B. Background

1. Pioneer made a loan to Kevin D. Huchthausen and Kim M. Marth, husband and wife, for the purchase of the property located at 821 Chestnut Street, Wisconsin Rapids 54494, which was secured by a note and mortgage on that property. Huchthausen and Marth defaulted and Pioneer foreclosed. That property was scheduled for a sheriff's sale in January 2003.

2. Prior to the scheduled sheriff's sale, however, Thomas and Jodi Nelson expressed interest in acquiring the 821 Chestnut Street property, as a result of which (a) Thomas and Jodi Nelson borrowed money from Pioneer to purchase the 821 Chestnut Street Property and (b) Thomas Nelson entered into that certain "Agreement" made on January 20, 2003, (hereafter, the "2003 Agreement") with Kevin D. Huchthausen and Kim M. Marth and Pioneer.

3. The purpose of the 2003 Agreement was to allow Pioneer to sell the 821 Chestnut Street property, which at that time was in foreclosure, to Thomas and Jodi Nelson, so as to allow Thomas Nelson to conduct his chiropractic profession there while protecting the Nelsons from their liability to the State of Wisconsin for environmental contamination traceable to 821 Chestnut Street.

4. The property located at 821 Chestnut Street, Wisconsin Rapids, is regarded and classified by the Wisconsin Department of Natural Resources (hereafter, "WDNR") as a source of groundwater contamination by chlorinated volatile organic compounds, including perchloroethylene, that has become co-mingled with off-site petroleum groundwater contamination, a source of which was the R&R Property (from its use as a gasoline station prior to Rogus having acquired that property).

5. The property located at 821 Chestnut Street, Wisconsin Rapids, has been since August 8, 2000, and continues to be, classified by the WDNR as an open site under its Environmental Repair Program ("Open ERP") and is tracked by the WDNR's Bureau of Remediation and Redevelopment as BRRTS # 02-72-257528 and is titled by the WDNR as the "Normington Dry Cleaners Former WI Rapids Site" (hereafter, the "Normington Property").

6. On August 8, 2000, the WDNR designated Kevin D. Huchthausen and Kim M. Marth, who at that time held title to the Normington Property, as the "Responsible Party" for the environmental contamination on and migrating from the Normington Property pursuant to Wisconsin Statute § 292.11 (hereafter, the "Spills Law").

7. After Thomas and Jodi Nelson took title to the Normington Property, the WDNR on January 12, 2010, designated Thomas Nelson as the "Responsible Party" for the environmental contamination on and migrating from the Normington Property pursuant to the Spills Law.

8. Pioneer, in fulfilling its obligations under the 2003 Agreement, hired REI Engineering, Inc., an environmental consulting firm whose place of business is located at 4080 N 20th Avenue, Wausau, Wisconsin, which has performed substantial site investigation of the environmental site stemming from the contamination on and from the Normington Property.

9. Thomas and Jodi Nelson's note to Pioneer is secured by Pioneer's mortgage on the Normington Property.

10. Raymond Rogus has expressed interest in acquiring the Normington Property, which acquisition would provide commercial advantage to his business because the Normington Property is contiguous to the R&R Property.

11. Thomas and Jodi Nelson have expressed interest in selling the Normington Property.

12. As the creditor of the Nelsons, Pioneer is interested in facilitating the sale of the Normington Property from the Nelsons to Raymond Rogus.

C. Intent of the Parties

1. By entering into this Agreement, the parties intend to accomplish the conveyance of the Normington Property from Thomas and Jodi Nelson to Raymond Rogus, which the parties acknowledge would not transpire in the absence of this Agreement.

2. The parties acknowledge that the critical element in accomplishing the sale of the Normington Property is for the WDNR to replace Thomas Nelson with Raymond Rogus as the "Responsible Party" within the meaning of the Spills Law.

3. The parties further acknowledge that in order for this Agreement to become binding and enforceable, they require reasonable assurance from the WDNR that the agency will replace Thomas Nelson with Raymond Rogus as the "Responsible Party" within the meaning of the Spills Law.

4. In order to achieve the above goals, the parties intend to cooperate with one another and to interpret this Agreement so as to fulfill the intentions of the parties.

Agreement

NOW, THEREFORE, based upon the consideration provided by each of the parties and the mutual promises contained in this Agreement, the sufficiency of which the parties acknowledge, the parties agree as follows:

I. Incorporation of Parties, Background, and Statement of the Parties' Intent

1. The Parties, Background, and Statement of the Parties' Intent are incorporated by reference into this Agreement as if set forth at length.

II. Application for Environmental Liability Clarification Letter

1. Pioneer will pay for the work necessary to request the WDNR to issue a letter ("Liability Clarification Letter") pursuant to the provisions of Wisconsin Statute § 292.55 clarifying that it will replace Thomas Nelson with Raymond Rogus as the "Responsible Party" for the Normington Property within the meaning of the Spills Law conditioned upon the parties performing their obligations under this Agreement.

2. In the event the WDNR issues a Liability Clarification Letter replacing Thomas Nelson with Raymond Rogus as the "Responsible Party" for the Normington Property within the meaning of the Spills Law conditioned upon the parties performing their obligation under this Agreement, then the terms and provisions of this Agreement shall become fully binding and enforceable and shall supersede those of the 2003 Agreement, which shall expire and become terminated.

3. In the event the WDNR does not issue a Liability Clarification Letter replacing Thomas Nelson with Raymond Rogus as the "Responsible Party" for the Normington Property within the meaning of the Spills Law conditioned upon the parties performing their obligation under this Agreement, then the terms and provisions of this Agreement shall expire, the Normington Property shall not be acquired by Raymond Rogus, and the 2003 Agreement shall continue in effect.

III. Continued Site Investigation and Submittal for Site Closure

1. Subject to the conditions set forth in Section II, Raymond Rogus will take the following steps necessary so as to achieve site closure, including, but not limited to:

- (a) allow REI access to the property for soil, groundwater and/or vapor sampling as required by DNR;
- (b) maintain the existing monitoring well network or notify REI if maintenance is required;
- (c) verify that the legal description is correct;
- (d) sign notification letters notifying off site property owners of contamination on their property;
- (e) maintain the pavement at the site as a barrier to groundwater infiltration;
- (f) notify the WDNR if a structural impediment (such as the existing building) is removed;
- (g) sample or screen any soils that may be excavated from the site;
- (h) dispose of any contaminated soils that are excavated as solid waste; and,
- (i) install and maintain vapor mitigation system(s) in the event current conditions changes so as to create a vapor intrusion pathway(s) that does not currently exist.

2. Subject to the conditions set forth in Section II, Pioneer will pay for the environmental consultant to complete the investigation of the environmental site on and from the Normington Property and to apply for and achieve site closure in conformance with the applicable regulations for site investigation and site closure.

3. Subject to the conditions set forth in Section II, Pioneer will hold harmless, defend, and indemnify Raymond Rogus for the cost of site investigation and site closure activities, as well as the consequence of any notice of non-compliance ("NON"), notice of

violation ("NOV") or enforcement action, except to the extent to which any such NON, NOV, or enforcement action is occasioned by the failure of Raymond Rogus to perform his obligations set forth in Section III. 1. (a) through (i).

4. Subject to the conditions set forth in Section II, Thomas Nelson and Jodi Nelson will take the following steps:

(a) Until such time and Thomas Nelson and Jodi Nelson convey title to the Normington Property to Rogus, Thomas Nelson shall continue to comply with the requirements set forth in Section III. 1. (a) and (b).

(b) In the event, however, that title to the Normington Property is not conveyed to Rogus, then Thomas Nelson shall comply with the requirements set forth in Section III. 1. (a) through (i).

IV. Covenant Not To Sue

1. Except with respect to enforcement of the terms and provisions of this Agreement, Raymond Rogus and Pioneer covenant not to sue Thomas Nelson or Jodi Nelson on account of any environmental condition in connection with the Normington Property.

V. Termination of 2003 Agreement and Term of this Agreement

1. Upon issuance of the Liability Clarification Letter pursuant to Section II, the 2003 Agreement shall expire and be superseded by the terms and provisions of this Agreement without further notice.

2. Upon conveyance of the Normington Property from Thomas Nelson and Jodi Nelson to Raymond Rogus, this Agreement shall become a two-party agreement between Raymond Rogus and Pioneer without further notice.

3. Upon issuance of site closure by the WDNR, the terms and provisions of this Agreement shall expire and terminate without further notice.

VI. Notices

1. Notices under this Agreement shall be sent by First Class Mail or other arrangements agreed to by the parties to the persons or offices designated below. The parties may change their designated representatives by providing written notice consistent with this notice provision.

(a) Notices to Pioneer should be addressed President, Pioneer Bank, 5758 Main Street, Auburndale, Wisconsin 54412.

(b) Notices to Thomas and Jodi Nelson should be addressed to Dr. Thomas and Jodi Nelson, 7346 86th Avenue NE, Spicer, Minnesota 56288.

(c) Notices to Raymond Rogus should be addressed to Raymond Rogus c/o R&R Transmission Specialists, LLC, 731 South 8th Street, Wisconsin Rapids, Wisconsin 54494.

VII. General Terms

1. This Agreement is to be governed by and construed in accordance with the laws of the State of Wisconsin.

2. The parties will cooperate with one another in good faith in fulfilling the intent and terms and conditions of this Agreement, including periodic communications, meetings, and information sharing as may be appropriate. Pioneer will provide Raymond Rogus with all submittals to the WDNR.

3. This Agreement as executed by the parties represents the entire understanding of the parties with respect to performance.

4. No modification or amendment of this Agreement may be made except in writing signed by the parties, as may be reduced in number pursuant to Section V. 3.

5. Each party to the Agreement represents and warrants that he or she is authorized to enter into this Agreement and that all necessary procedures were followed to authorize the representatives of any party to sign this Agreement.

6. Signatures that are transmitted in electronic format shall carry the same binding force and effect as if the original signature were attached. Further, this Agreement may be executed in counterparts. Each fully executed signature page will constitute binding consent of the signing party to all of this Agreement.

7. Pioneer is neither a partner nor a joint venturer with Thomas Nelson, Jodi Nelson, Raymond Rogus, or any of them in connection with their businesses or under this Agreement and shall have no obligation with respect to their debts or other liabilities.

8. Waiver by any party of strict performance or any provisions of this Agreement shall not be a waiver of, nor prejudice another party's right to require strict performance of the same provision in the future, or of any other provision.

9. The parties acknowledge and agree that they have had opportunity to have this Agreement reviewed by their counsel and that no drafting presumption shall apply to the interpretation of this Agreement.

THOMAS NELSON

_____ Date: November ____, 2015
Thomas Nelson

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

Signed and sworn to before me on November ____, 2015, by Thomas Nelson.

[Seal]

Notary Public, State of Minnesota
My commission expires: _____

JODI NELSON

Jodi Nelson

Date: November __, 2015

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

Signed and sworn to before me on November __, 2015, by Jodi Nelson.

[Seal]

Notary Public, State of Minnesota
My commission expires: _____

R&R TRANSMISSION SPECIALISTS, LLC

Date: November __, 2015

By: Raymond M. Rogus
As its Member

STATE OF WISCONSIN)
) ss.
COUNTY OF WOOD)

Signed and sworn to before me on November __, 2015, by Raymond M. Rogus.

[Seal]

Notary Public, State of Wisconsin
My commission expires: _____

