



203 1/2 East Main Street, P.O. Box 102, Mount Horeb, Wisconsin 53572
608-437-3900 / jdrapcaupioneer@rxn.com

January 16, 2006

Thomas J. Keller
Tennyson Terrace LLC
448 West Washington Ave
Madison, WI 53703

**RE: Property Site Assessment Review & Summary: 1902 Tennyson Lane and
3802 Packers Avenue, Madison Wisconsin**

Dear Mr. Keller:

In accordance with your authorization, Pioneer Environmental Inc. completed a review and summation of the environmental concerns identified in the supplied reports for the above referenced property. The reports were produced by Liesch Environmental Services Inc. for AnchorBank FSB and consisted of a *Phase I Environmental Site Assessment*, dated October 2005, *Phase II Environmental Site Assessment* dated December 13, 2005 and *Remediation Cost Projections for Planning Purposes* dated December 19, 2005.

REVIEW & SUMMARY

The reports were reviewed to evaluate the findings, conclusions and recommendations. The Phase I ESA basically follows ASTM E1527 protocol. The report identified numerous recognized environmental conditions at the two parcels of the referenced property. The Phase II ESA appears to have been scoped to address the RECs identified in the Phase I ESA. The RECs and the preliminary investigation results were as follows:

- Two (2) Underground storage tanks (USTs) were identified to exist at the referenced site. Three (3) previously removed USTs were also identified to have been removed from the site with no closure assessment. In addition, five (5) aboveground storage tanks (ASTs) were also identified, several of these were removed, however, several additional ASTs were stored in the salvage storage area.
 - The Phase II addressed most of these UST/AST areas, with soil analytical results indicating only two of the UST/AST location to have volatile organic compounds (VOCs) above regulatory limits.
- Hazardous Substances were identified to be stored in "many locations" and "due to the extent of the salvage material and storage conditions, the specific types, quantities and other conditions are beyond the scope of this Phase I ESA". This definition leaves some uncertainty as to the overall quantity and potential releases associated with these stored hazardous substances. These materials reportedly contained, but not limited to paint, solvents, petroleum/automobile fluids and lead batteries.
 - The Phase II did not assess the hazardous substances REC.
- Several surface stains were identified in numerous locations with some significant stains identified in the salvage material storage area and another location north of the buildings.
 - The Phase II assessed one of the large stain/spill areas noted in the Phase I. The stain area located north of Building #7 had some substantial VOC concentrations at a depth of 2-4 feet below grade. Note: No vertical

definition was attempted, however field readings continued to decrease to the boring depth of 8 feet.

- A floor drain had an oil/sediment container within it and was identified in the auto shop in building #3, and reportedly drains to a surface discharge east of the building complex. The outfall reportedly had observable oily stains.
 - The Phase II assessed the near surface soils at the discharge location and had only diesel range organics (DRO) and lead concentrations that exceeded regulatory limits. Note: Soils were not assessed beyond 4 feet depth.
- Biological agents were reportedly stored and used in containment areas within building #3. The agents were reportedly prions associated with chronic wasting disease and mad cow disease research. This area was not observed by the consultant for safety and security reasons.
 - Phase II did not assess the building for biological agents REC.
- Grounds in the eastern portion of property were reported to contain “buried animals that were subject to biological experiments in the 1950’s and 1960’s. Conditions of animals with respect to infectivity were not reported.”
 - Phase II assessed soils in the vicinity of a reported excavation with dimensions of 14 feet long and 15 feet deep and located on the eastern parcel along the north property boundary. One soil probe boring was conducted and a soil sample was collected for VOCs, which subsequently was analyzed and indicated no concentrations above method detection limits. Note: The boring log doesn’t appear to indicate soils that are lithologically different from the rest of the site, and no chicken carcasses or bones were reported.

CONCLUSION & OPINIONS

After reviewing the assessment reports, I have facilitated a few additional comments and opinions based on my professional experience and regulatory knowledge.

- The USTs and ASTs identified in the Phase I and assessed in the Phase II appear to show some level of soil contamination to exist around two of the locations. Although borings in the vicinity of a UST is not totally conclusive if any/some contamination exists directly below the UST. An important evaluation of petroleum contamination is to assess if groundwater has been impacted, apparently this was not a part of the Phase II ESA. The identified petroleum soil contamination appears to be relatively minimal. USTs will need to be removed and closed in accordance with state regulations, previously removed USTs will need to have a post-closure assessment. It is likely some remedial investigation and possible remedial activities, such as soil excavation would be necessary. Considering the USTs were mostly fuel oil, sizes and quantities would have been relatively minor; USTs and associated contaminated soil could be addressed along with the demolition/development activities proposed for the site.
- Hazardous Substances that were observed were just generally identified, exact quantities, and an accurate assessment was not conducted. How these substances were handled and managed at the subject property is a concern. It would be an appropriate contingency to have the seller remove the stored salvage materials and all hazardous substances in accordance with state regulations. It also maybe appropriate to have an observer to insure proper removal and handling of substances, to minimize the potential of spillage/release of potential VOC contamination.
- A floor drain grit-and-oil catch-basin (a 55-gallon barrel filled w/ sand) identified in the auto shop in building #3 should be removed from the manhole and disposed of properly. The outfall east of the buildings had slightly elevated DRO concentrations present, which these soils would need to be addressed/removed with demolition/development activities.
- Biological agents stored/used within building #3, were reportedly prions associated with chronic wasting disease and mad cow disease research. This area was not observed by the consultant for safety and security reasons. Obtaining an additional contingency from the owner that all biological agents and associated wastes be removed and handled in accordance with state and federal regulations, and the building decontaminated, specifically the containment areas” within building # 3.

- Grounds in the eastern portion of property were reported to contain “buried animals that were subject to biological experiments in the 1950’s and 1960’s.” This is of some concern, and based on the review of the reports, it cannot be completely determined if an actual REC exists beyond just the burial of animal carcasses. The report indicates two interviews one with the existing owner and a neighbor to the property. Based on the interview section of the Phase I ESA (pg. 13) the subject property was formerly used for research involving chicken diseases, and no detailed information was available regarding specific biological hazards. The interviews also mention that deceased chickens were disposed of in an excavation with specific dimensions. On January 12, 2006, an abbreviated site reconnaissance was conducted by Pioneer on the eastern portion of the site, and the suspected/reported burial site was identified by the surface disturbance (photos).



Eastern Parcel, flat rolling hill, facing West



Surface Disturbance –Eastern Parcel NW Corner

The excavation was reportedly 15 feet deep, and the surface disturbance was observed to be at least 10 feet wide and 40 feet long. The boring conducted by Liesch in this area, was not drilled within the excavation and was only sampled for VOCs. Not placing the borehole in the excavation or sampling for any biological agents makes the results inconclusive as to the presence or lack of presence of biological waste or animal carcasses.

I had a discussion with a representative of a landfill disposal company, who indicated this may not have to be handled as a special waste. He referenced an example of a project in the Madison area, which encountered buried laboratory rats that were found near a lab/research facility and were handled as general waste and considered only a nuisance odor by the WDNR. The WDNR typically looks at issues like this on a site specific basis, thus how this would be handled needs to be determined. Based on the review of the provided information it can not be confirmed that there is a REC with this buried animal carcasses. Based on area of the suspect burial material, the quantity of material necessary for removal would be 200-250 cubic yards, which in the scope of things is not extremely large. However without further research and assessment of this area a more definitive answer, to the concern raised by the previous consultant would need to be conducted.

In addition, several additional environmental issues/concerns were identified in the review of the assessment reports:

- Suspect asbestos containing material (ACM) was identified (piping insulation, Transite, flooring, fire doors, roofing materials) in the Phase I ESA and it was duly noted that an asbestos assessment was not apart of the scope and should be conducted. Liesch also notes a review of a real estate appraisal report dated September 9, 2004 which indicated asbestos abatement cost of approximately \$30,000. Liesch indicates that they were “informed that this estimate was based on incomplete knowledge of the ACM extent, thus the estimate is believed to be low”. Based on the fact that over 41,000 square feet of buildings exist at the site, the potential to encounter larger quantities of ACM based on building size alone, thus having a contingency plan for this in your development plan is essential.

- Previous ownership and business operations at the facility raise some additional concerns. Based on the Phase I ESA American Scientific Laboratories owned and operated out of the property from 1949-1986, then Business Park LLC (various names) from 1986 to present. American Labs was the reported poultry research operation. It appears Business Park LLC must have leased out buildings or portions of buildings to numerous businesses in the past 20 years several of which were research/analytical laboratories and vehicle conversion services. One business, Wisconsin Radiological Services, which had special permit from the US Nuclear Regulatory Commission to possess or use radioactive materials. The concern that should be brought to your attention is that depending on the management practices of these tenants and the attentiveness of the owner, the potential exists that incidental or inappropriate disposal of materials could have happened, but based on the review of these documents, there is no indication that anything did happen.

CONCLUSIONS

The subject property has several recognized environmental conditions, all of which are manageable; however, making sure appropriate contingencies are established and cost considerations to address the RECs are worked into the development plan. This property because of its apparent past, has more environmental complications than a typical standard commercial property, however depending on the level of risk you want to take, and the type of contingencies you want to incorporate in to the site, this could be a manageable acquisition.

Liesch's document *Remediation Cost Projections for Planning Purposes* provides a useful "ballpark" cost estimate to address the majority of the issues discussed within this document. A more definitive cost estimate would require additional assessment (asbestos survey, records search, interviews) to facilitate a more encompassing cost estimate.

If you need any additional information, please feel free to contact us.

Very truly yours,

PIONEER ENVIRONMENTAL INC.

Joseph Drapeau, PG
Senior Project Manager



Office of the Common Council

Ald. Satya Rhodes-Conway, District 12

Room 417
210 Martin Luther King, Jr. Boulevard
Madison, Wisconsin 53703-3345
PH 608 266 4071
FAX 608 267 8669
TTY/Textnet 866 704 2340
district12@cityofmadison.com

July 24, 2009

Andrew Savagian, Outreach Specialist
Wisconsin Department of Natural Resources
101 S. Webster Street, RR5
Madison WI 53702

Dear Mr. Savagian,

Please find enclosed the documents that I mentioned to you a couple of weeks ago. The owner of the properties is Tom Keller of Keller Real Estate Group. His contact information is:

Tom Keller
thomas@kellerrealestategroup.com
Office: 227-6543
Cell: 692-6543
Keller Real Estate Group
448 W. Washington Avenue
Madison WI 53703
www.KellerRealEstateGroup.com

Feel free to contact me if I can be of assistance in helping to expedite efforts to secure and remediate this property.

Sincerely,

Ald. Satya Rhodes-Conway
District 12
Madison Common Council



PROJECT MEMO

TO:	Thomas Keller/Don Warren	FROM:	Joseph Drapeau
COMPANY:	Tennyson Terrace LLC	DATE:	MARCH 31, 2006
RE:	Project Update – Tennyson Terrace	YOUR REFERENCE NUMBER:	TenTerr-EO

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Don – This Memo is to summarize the issues we discussed yesterday. Basically in order to move the development project along, you must continue to make steps in removing equipment, supplies, parts and waste material from the property. As I understand, you will either be scraping material (loading & removing), staging equipment/supplies for an auction(s) to be held this summer at the site, or removing for off-site relocation. I proposed the phased approach to the buildings, by prioritizing them in an acceptable order. This would allow for environmental phases of the project, asbestos inspection & hazardous materials lab-pack, to continue congruently with the removal of stored equipment and supplies. We defined that Priority A will consist of Bldg # 1, 3 (west ½), 7, 8 & 10, Priority B will then consist of Bldg # 4, 5, 6 & 9, Priority C- Bldg # 3 (East) and Priority D- Bldg # 2. We also agreed that equipment/supplies that remain within these buildings will be labeled with either red sticker or a blue sticker. A red sticker would symbolize something that is remaining at the site and needs to be assessed, while a blue sticker would indicate something you have plans to auction or slotted for off-site relocation.

In addition, a hazardous materials (paints, solvents, old gas, chemicals...etc) you come across in your process of removing equipment/supplies, should either be relocated (if safely possible), to a safe storage area within the same building, or identified, so as to minimize any spilling/release of the compounds to the environment. Care should be taken so as to not store incompatible chemicals in the same location. Once access to all these hazardous materials is made possible, a lab-pack will be arranged by an outside firm.

Also, as discussed, I will need a copy of the Asbestos letter; you received from the WDNR from their walk through several years back, a copy of the "Hazelton" building plan and the current USDA permit for Molecular Chimerics. Please feel free to contact me if you have any questions or concerns, or if some issue arises during the equipment/supply removal process.



PROJECT MEMO

TO:	Thomas Keller	FROM:	Joseph Drapeau
COMPANY:	Tennyson Terrace LLC	DATE:	FEBRUARY 24, 2006
RE:	Project Schedule – Tennyson Terrace	YOUR REFERENCE NUMBER:	TenTerr-EO

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

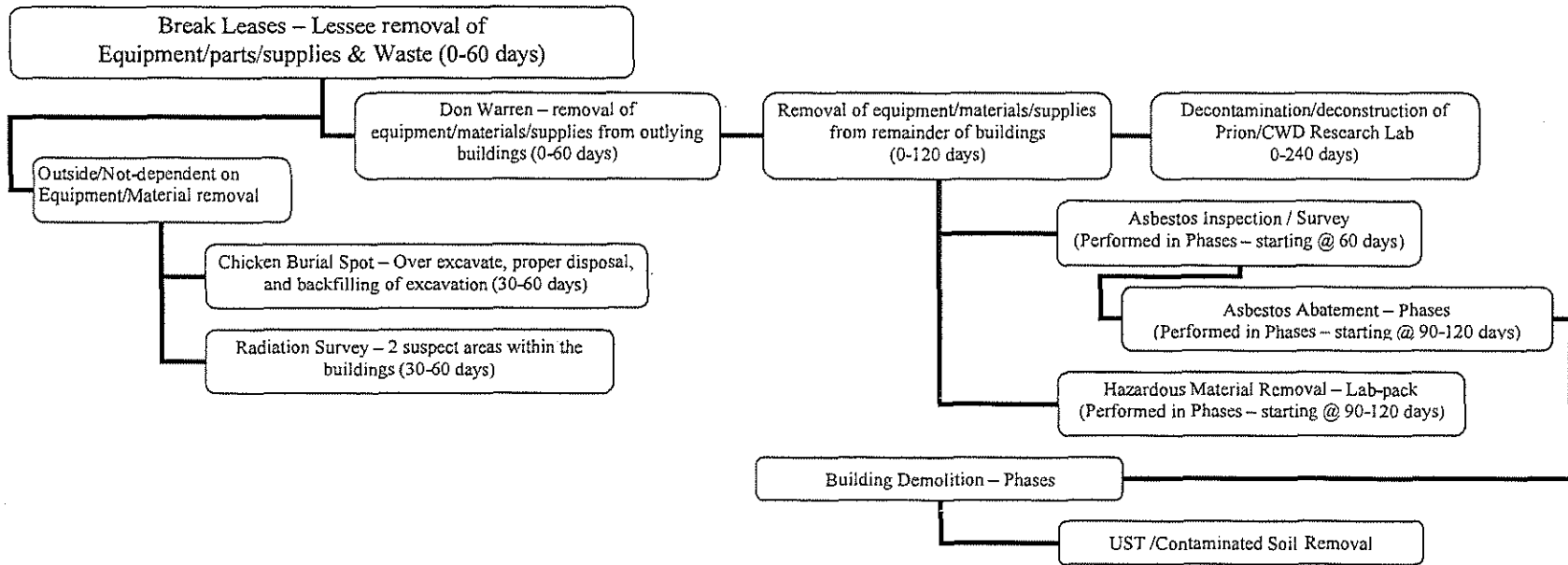
NOTES/COMMENTS:

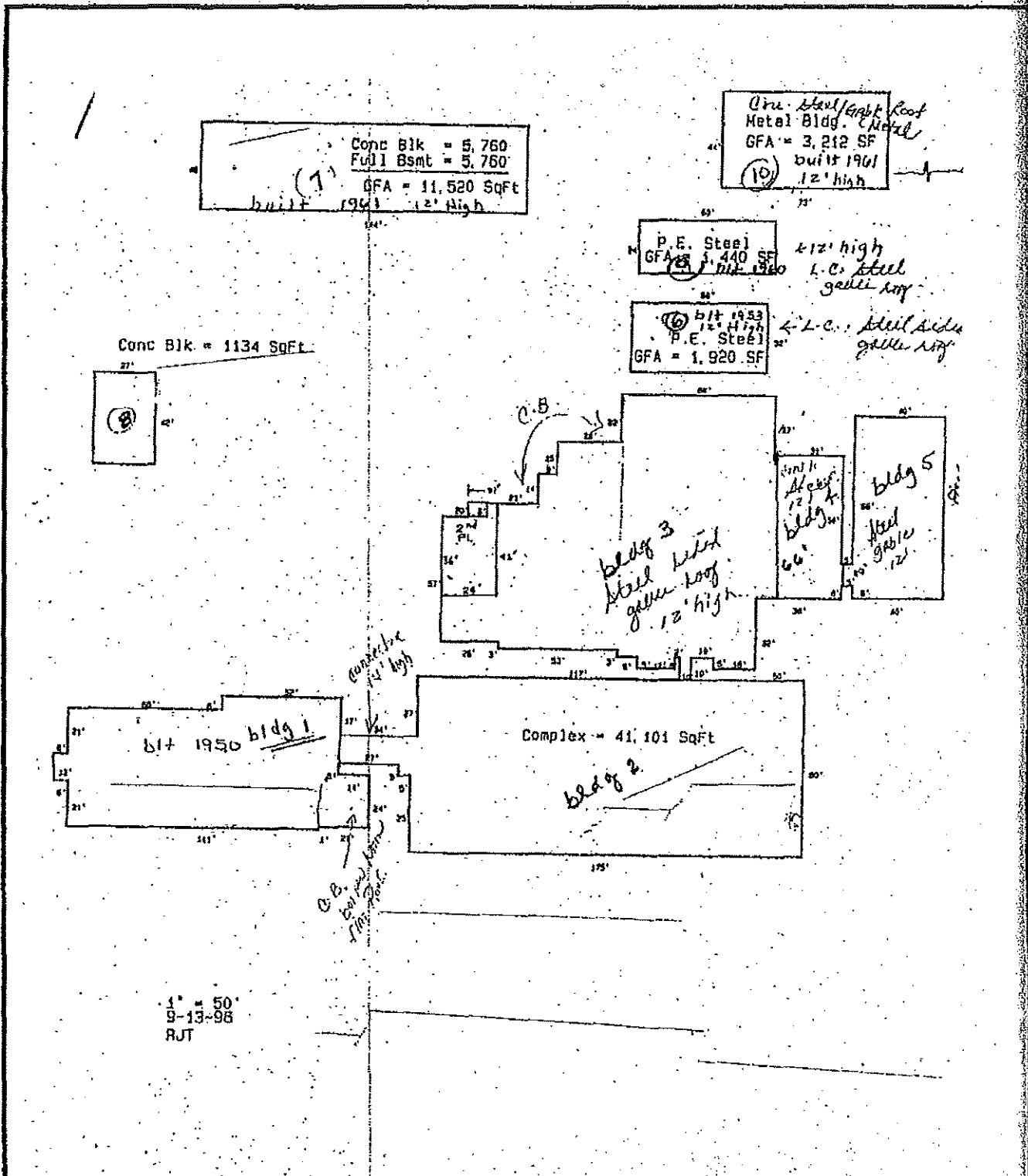
Tom – As discussed earlier this week, here is a tentative preliminary schedule to address the environmental concerns at this property. Basically in order to move the development project along, the first steps will be to have all tenants, along with their associated equipment, supplies, parts and waste material depart from the property. In conjunction, Don Warren can initiate the removal of equipment, supplies, parts and materials from the buildings, be it by auction, salvage, or off-site relocation. If there is material, that is not wanted, it should be marked, and salvage/lab-pack will be arranged. Removal of these materials will allow for the majority of environmental concerns to be addressed.

Based on the numerous buildings and materials associated with them, it would be advantageous to prioritize the removal of materials from buildings of less significant use. I think it is imperative; to make headway on the removal of materials in all the buildings & exterior areas, but initial concentration on buildings of lesser use and materials could facilitate progressing with asbestos inspection/abatement in phases. Using the building numbering system previously established (attached), it is more than likely that building # 2, where Molecular Chimerics Corp is located, will be the last building to be vacated. I recommend the following priority order of buildings to be vacated of “materials of desire”; Priority A – Bldg # 7, 8 & 10, Priority B- Bldg # 4, 5, 6 & 9, Priority C- Bldg # 1 & 3 and Priority D- Bldg # 2. Don Warren may have a different priority ranking, which we can easily make adjustments, as necessary.

Please review and we can discuss at your convenience.

TENNYSON TERRACE // PRELIMINARY SCHEDULE





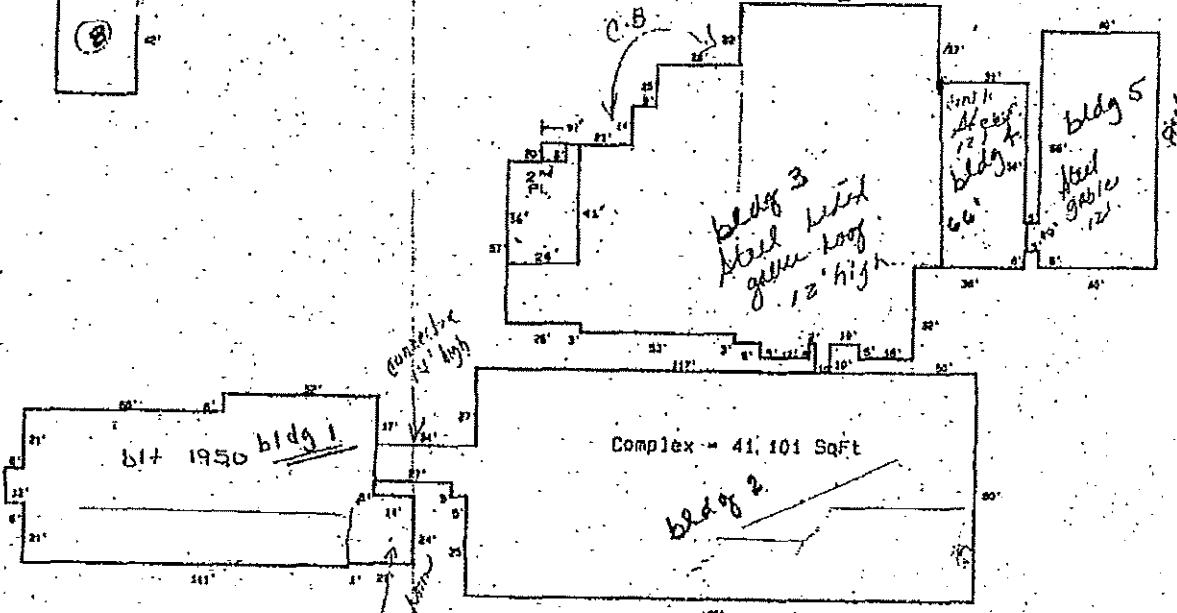
Conc Bldg = 5,760
 Full Bsmt = 5,760
 GFA = 11,520 SqFt
 built 1961 12' High

One Steel/Gable Roof
 Metal Bldg. Metal
 GFA = 3,212 SF
 built 1961
 12' high

P.E. Steel
 GFA = 3,440 SF
 built 1960
 12' high
 L.C. steel
 gable roof

built 1953
 12' High
 P.E. Steel
 GFA = 1,920 SF
 L.C. steel side
 gable roof

Conc Bldg = 1134 SqFt



1" = 50'
 9-13-98
 RJT

0810-302-0101-6 1902 Tennyson Ln.

Source: Client
10/17/02 J:\FIGURES\6201317\FIG 3.CDR

LIESCH
 Hydrogeologists • Engineers • Environmental Scientists
 6000 Gisholt Drive, Suite 203
 Madison, WI 53713
 (608) 223-1532

BUILDING LAYOUT
 ANCHORBANK TENNYSON & PACKERS
 1902 TENNYSON LANE
 3802 PACKERS AVENUE
 MADISON, WISCONSIN

FIGURE
 3



PROJECT MEMO

TO:	Thomas Keller/Don Warren	FROM:	Joseph Drapeau
COMPANY:	Tennyson Terrace LLC	DATE:	MARCH 31, 2006
RE:	Project Update – Tennyson Terrace	YOUR REFERENCE NUMBER:	TenTerr-EO

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Also, as discussed, I will need a copy of the Asbestos letter; you received from the WDNR from their walk through several years back, a copy of the "Hazelton" building plan and the current USDA permit for Molecular Chimerics. Please feel free to contact me if you have any questions or concerns, or if some issue arises during the equipment/supply removal process.



PIONEER ENVIRONMENTAL INC
 2031/2 EAST MAIN STREET
 MOUNT HOREB, WI

PROPOSAL

FOR: Mr. Thomas Keller
 CONTACT: Tennyson Terrace LLC PROJECT: Env. Oversight - Asbestos
 ADDRESS: 448 West Washington Ave. LOCATION: Tennyson/Packers Ave.
 Madison, WI 53703 Madison, WI
 DATE: February 16, 2006
 PHONE: PAGE: 1 of 1

Pioneer Environmental Inc. (Pioneer), is please to present this proposal for the following work:

Environmental Oversight

which will consist of the following tasks:

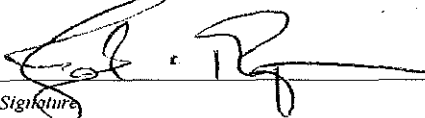
1	Asbestos Assesment & Abatment - Oversight	\$	2,320
2	Project Management	\$	370
3			
4			
5			
6			
7			
8			
9			
TOTAL \$			2,700

This proposal is subject to the following:

Attached proposal & General Conditions
 Costs indicated are an estimate, project cost will be time & material
 Terms of payment: Net-15 days

Pioneer is prepared to commence work on: March 1, 2006 and anticipates a project duration of:
 305 calendar days (Completed on December 31, 2006 if started on March 1, 2006).
 This proposal is valid for a period of: 90 calendar days (May 17, 2006).

PIONEER ENVIRONMENTAL INC.

By: 
 Signature
 Joseph A. Drapeau
 Printed

Date: 2/22/06
 Title: Senior Project Manager



PIONEER ENVIRONMENTAL INC
 203 1/2 EAST MAIN STREET
 MOUNT HOREB, WI

**PROJECT
 CONTRACT**

CLIENT: Mr. Thomas Keller
CONTACT: Tennyson Terrace LLC
ADDRESS: 448 West Washington Ave.
 Madison, WI 53703
PHONE: _____

PROJECT: Env.Oversight - Asbestos
LOCATION: Tennyson/Packers Ave.
 Madison, WI
PAGE: 1 of 1

This agreement for the performance of services is entered into by and between Pioneer Environmental Inc. (Pioneer) and Client, subject to the following:

Attached proposal & General Conditions
 Costs indicated are an estimate, project cost will be time & material
 Terms of payment: Net-15 days

Billing Information: Same as Client
Name: _____
Company: _____
Address: _____
City/State/Zip: _____

Client Contacts
Site Conditions: Tennyson Terrace LLC
Reporting: Tennyson Terrace LLC

Work Scope
Proposal Date: February 16, 2006
Reference No: _____
Brief Statement of Services: Environmental Oversight
Anticipated Start Date: March 1, 2006
Anticipated Finish Date: December 31, 2006
Pioneer Office Location: Mount Horeb, WI
Pioneer Project Manager: Joseph Drapeau
Principal-in-Charge: Eric Termueleum

Contract Amount: \$2,700
Contract Basis: Not to Exceed Estimate
 Time & Materials Flat Fee
Retainer: Not Applicable

Client hereby engages Pioneer to perform the services described and referred to herein and agrees to pay Pioneer for such services, and acknowledges that the terms of the agreement are subject to Pioneer's standard contract terms and all attached and referenced material and documents. Unless otherwise provided in the attached proposal or scope: (1) inclusion of anticipated "start" and "completion" dates shall not be construed to impose a "time is of the essence" requirement. In consideration of the foregoing, Pioneer agrees to perform the services described and referenced herein.

PIONEER ENVIRONMENTAL INC.

CLIENT

By:
 Signature
 Joseph A. Drapeau
 Printed

By:
 Signature
 THOMAS J. KELLER
 Printed

Title: Senior Project Manager

Title: Property Owner

Date: 2/22/06

Date: 2/22/06



PIONEER ENVIRONMENTAL INC
 203 1/2 EAST MAIN STREET
 MOUNT HOREB, WI

**PROJECT
 CONTRACT**

CLIENT: Mr. Thomas Keller

CONTACT: Tennyson Terrace LLC **PROJECT:** Environmental Oversight

ADDRESS: 448 West Washington Ave. **LOCATION:** Tennyson/Packers Ave.
Madison, WI 53703 Madison, WI

PHONE: _____ **PAGE:** 1 of 1

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Costs indicated are an estimate, project cost will be time & material

Terms of payment: Net-15 days

Billing Information: Same as Client **Client Contacts**

Name: _____ **Site Conditions:** Tennyson Terrace LLC

Company: _____ **Reporting:** Tennyson Terrace LLC

Address: _____

City/State/Zip: _____

Work Scope

Proposal Date: February 16, 2006

Reference No: _____

Brief Statement of Services: Environmental Oversight

Anticipated Start Date: March 1, 2006

Anticipated Finish Date: December 31, 2006 **Contract Amount:** \$17,600

Pioneer Office Location: Mount Horeb, WI **Contract Basis:** Not to Exceed Estimate

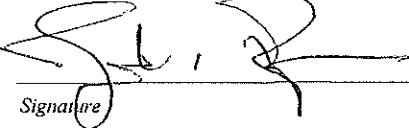
Pioneer Project Manager: Joseph Drapeau Time & Materials Flat Fee

Principal-in-Charge: Eric Termueleum **Retainer:** Not Applicable

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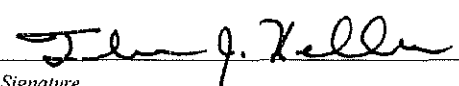
PIONEER ENVIRONMENTAL INC.

CLIENT

By: 

Signature
Joseph A. Drapeau

Printed

By: 

Signature
THOMAS J. KELLER

Printed

Title: Senior Project Manager

Title: Property Owner

Date: 2/22/06

Date: 2/22/06



PIONEER ENVIRONMENTAL INC
 2031/2 EAST MAIN STREET
 MOUNT HOREB, WI

PROPOSAL

FOR: Mr. Thomas Keller
 CONTACT: Tennyson Terrace LLC PROJECT: Environmental Oversight
 ADDRESS: 448 West Washington Ave. LOCATION: Tennyson/Packers Ave.
 Madison, WI 53703 Madison, WI
 DATE: February 16, 2006
 PHONE: PAGE: 1 of 1

Pioneer Environmental Inc. (Pioneer), is please to present this proposal for the following work:

Environmental Oversight

which will consist of the following tasks:

1	UST Removal & Tank Closure Assessments	\$	3,490
2	Hazardous Substance Removal Oversight	\$	2,200
3	Contaminated Soil Removal/Disposal - Surf. Stains/USTs	\$	5,370
4	Chicken Research Issue - excavation	\$	3,320
5	Radiation Record Review & Survey	\$	1,970
6	Project Management	\$	1,290
7			
8			
9			
TOTAL \$			17,600

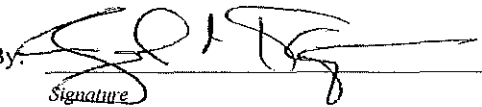
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This proposal is valid for a period of: 90 calendar days (May 17, 2006).

PIONEER ENVIRONMENTAL INC.

By: 
 Signature

Date: 2/22/06

Joseph A. Drapeau

Title: Senior Project Manager

Printed

TERMS AND CONDITIONS

1. SCOPE OF WORK

Pioneer Environmental Group of Wisconsin, Inc. (Pioneer) shall perform the services defined in this contract and shall invoice the client either on a lump sum or time and materials basis, whichever is defined in the contract.

A percentage of the estimated lump sum price may be required upon contract authorization. The specific amounts are discussed in the proposal. Site cleanup costs will be billed as portions of the cleanup are completed. Our standard policy is to establish an escrow account in the amount of the estimated cleanup cost. Pioneer will draw payments from the account as portions of the project are completed. Pioneer will provide additional service under this contract as requested by the Client and invoice the Client for those additional services at the listed standard rates. The prices shown will be valid for ninety (90) days unless otherwise stated in the proposal.

2. RIGHT OF ENTRY

The Client will provide for right of entry of Pioneer personnel and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES

Pioneer will submit invoices to Client monthly and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. There shall be no retainage, unless otherwise agreed upon in the contract. Pioneer shall furnish insurance certificates, lien waivers, affidavits or other available documents as and when requested by Client, provided all amounts due Pioneer have been paid. Payment is due upon submittal of project report(s) or within 15 days after receipt of invoice. Client agrees to pay an interest rate of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent account shall be paid by the Client. The Client agrees to pay Pioneer for its services in accordance with the above agreement, regardless of whether or not he has been paid by his Client.

4. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Pioneer, as instruments of services, shall remain the property of Pioneer. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purposes whatsoever.

5. DISPUTES

In the event that a dispute should arise relating to the performance of the services to be provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees and other claim-related expenses.

6. STANDARD OF CARE - GENERAL

Services performed by Pioneer under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by the members of the professions currently practicing under similar conditions. No other warranty, express or implied, is made.

7. LIMITATION OF LIABILITY

The Client agrees to limit Pioneer's liability to the Client and all construction contractors and subcontractors on the project arising from professional acts, errors or omissions, such that the total aggregate liability of Pioneer to all those named shall not exceed \$50,000 or Pioneer's total fee for the services rendered on this project, whichever is greater. In the event that the Client does not wish to limit our liability to this sum, we will waive this limitation up to \$1,000,000 upon the Client's written request provided that the Client agrees in writing to pay for this waiver an additional consideration of 4% of our total fee or \$400 whichever ever is greater.

This sum shall be a Waiver of Limitation of Liability Charge and will not be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved. The Client further agrees to require the contractor and his subcontractors an identical limitation of Pioneer's liability for damages suffered by the contractor or the subcontractor arising from Pioneer's professional acts, errors or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of Pioneer's professional acts, errors or omissions.

8. INSURANCE & GENERAL LIABILITY

Pioneer represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that Pioneer has such coverage under public liability and property damage insurance policies which Pioneer deems adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Pioneer agrees to indemnify and save Client harmless from and against loss, damage, injury, or liability arising from any negligent acts by Pioneer, its agents, staff and consultants employed by it, but only to the extent of the limits and conditions of our liability insurance. Additional insurance, if requested by the Client, will be obtained by Pioneer (if procurable) and charged to the Client at cost plus 15%. Pioneer shall not be responsible for any loss, damage or liability arising from acts by Client, its agents, staff and other consultants employed by it. Furthermore, if Client makes a claim against Pioneer for alleged negligence, but fails to prove such a claim, Client shall pay all Pioneer's defense costs.

9. TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Pioneer shall be paid for services performed to the termination notice date plus reasonable expenses to demobilize. In the event of termination or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, Pioneer may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Pioneer in completing such analyses, records and reports.

10. ASSIGNS

Neither the Client nor Pioneer may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party. Furthermore, this agreement contains each and every agreement and understanding between the parties relating to its subject matter. It may not be altered or amended except in writing and signed by both the Client and Pioneer.

11. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the contract referenced above, unless the contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this Agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force.

12. SAFETY

Pioneer is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve Client or any of its contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Pioneer, nor the presence of Pioneer's employees and subcontractors shall be construed to imply Pioneer has any responsibility for any activities on site performed by personnel other than Pioneer's employees and subcontractors.

13. DELAYS IN WORK

Pioneer will pursue the work in an efficient and expeditious manner

consistent with good quality practices. Pioneer will not be responsible for delays in the work caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client will be charged as work time unless provided for as a separate item in the contract or other mutually agreed upon document.

14. CONSEQUENTIAL DAMAGES

Client shall not be liable to Pioneer and Pioneer shall not be liable to Client for any consequential damages incurred by either, due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or Pioneer, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Pioneer will not be held liable for problems that may occur if Pioneer's recommendations are not followed. Accordingly, Client waives any claim against Pioneer, and agrees to defend, indemnify and hold Pioneer harmless from any claim or liability for injury or loss that results from failure to implement Pioneer's recommendations, or from implementation of Pioneer's recommendations in a manner that is not in strict accordance with them. Client also agrees to compensate Pioneer for a time spent and expenses incurred by Pioneer in defense of any such claim, with such compensation to be based upon Pioneer's prevailing fee schedule and expense reimbursement policy.

16. CLIENTS RESPONSIBILITY TO NOTIFY PIONEER

The Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed Pioneer. Failure to notify Pioneer shall result in the Client assuming full liability for any and all cost, expenses and damages in any way resulting thereon.

17. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation. Pioneer will notify Client as soon as practically possible about such changed conditions.

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The Client waives any claim against Pioneer, and agrees to defend, indemnify and save Pioneer harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would in any manner hold or seek to hold Pioneer responsible for creating a hazardous condition or permitting one to exist, unless Pioneer has negligently contributed to such a condition. Client also agrees to compensate Pioneer for any time spent and expenses incurred by Pioneer in defense of any such claim, with such compensation to be based upon Pioneer's prevailing fee schedule and expense reimbursement policy.

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TERMS AND CONDITIONS

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Pioneer Environmental Group of Wisconsin, Inc. (Pioneer) shall perform the services defined in this contract and shall invoice the client either on a lump sum or time and materials basis, whichever is defined in the contract.

A percentage of the estimated lump sum price may be required upon contract authorization. The specific amounts are discussed in the proposal. Site cleanup costs will be billed as portions of the cleanup are completed. Our standard policy is to establish an escrow account in the amount of the estimated cleanup cost. Pioneer will draw payments from the account as portions of the project are completed. Pioneer will provide additional service under this contract as requested by the Client and invoice the Client for those additional services at the listed standard rates. The prices shown will be valid for ninety (90) days unless otherwise stated in the proposal.

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4. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Pioneer, as instruments of services, shall remain the property of Pioneer. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purposes whatsoever.

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In the event that a dispute should arise relating to the performance of the services to be provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees and other claim-related expenses.

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PIONEER ENVIRONMENTAL INC
 203 1/2 EAST MAIN STREET
 MOUNT HOREB, WI

**PROJECT
 CONTRACT**

CLIENT: Mr. Thomas Keller
CONTACT: Tennyson Terrace LLC **PROJECT:** Env.Oversight-CWD Issue
ADDRESS: 448 West Washington Ave. **LOCATION:** Tennyson/Packers Ave.
Madison, WI 53703 Madison, WI
PHONE: _____ **PAGE:** 1 of 1

This agreement for the performance of services is entered into by and between Pioneer Environmental Inc. (Pioneer) and Client, subject to the following:

Attached proposal & General Conditions
Costs indicated are an estimate, project cost will be time & material
Terms of payment: Net-15 days

Billing Information: Same as Client **Client Contacts**
Name: _____ **Site Conditions:** Tennyson Terrace LLC
Company: _____ **Reporting:** Tennyson Terrace LLC
Address: _____
City/State/Zip: _____

Work Scope
Proposal Date: February 16, 2006
Reference No: _____
Brief Statement of Services: Environmental Oversight
Anticipated Start Date: March 1, 2006
Anticipated Finish Date: December 31, 2006 **Contract Amount:** \$3,600
Pioneer Office Location: Mount Horeb, WI **Contract Basis:** Not to Exceed Estimate
Pioneer Project Manager: Joseph Drapeau Time & Materials Flat Fee
Principal-in-Charge: Eric Termueleum **Retainer:** Not Applicable

Client hereby engages Pioneer to perform the services described and referred to herein and agrees to pay Pioneer for such services, and acknowledges that the terms of the agreement are subject to Pioneer's standard contract terms and all attached and referenced material and documents. Unless otherwise provided in the attached proposal or scope: (1) inclusion of anticipated "start" and "completion" dates shall not be construed to impose a "time is of the essence" requirement. In consideration of the foregoing, Pioneer agrees to perform the services described and referenced herein.

PIONEER ENVIRONMENTAL INC.

CLIENT

By:
Signature
Joseph A. Drapeau
Printed

By:
Signature
THOMAS J. KELLER
Printed

Title: Senior Project Manager

Title: Property Owner

Date: 2/22/06

Date: 2/22/06



PIONEER ENVIRONMENTAL INC
 2031/2 EAST MAIN STREET
 MOUNT HOREB, WI

PROPOSAL

FOR: Mr. Thomas Keller
CONTACT: Tennyson Terrace LLC
ADDRESS: 448 West Washington Ave.
 Madison, WI 53703
PHONE: _____

PROJECT: Env.Oversight-CWD Issue
LOCATION: Tennyson/Packers Ave.
 Madison, WI
DATE: February 16, 2006
PAGE: 1 of 1

Pioneer Environmental Inc. (Pioneer), is please to present this proposal for the following work:

Environmental Oversight

which will consist of the following tasks:

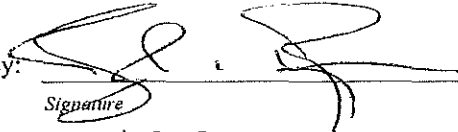
1	Prion Research Removal & Decontamination - Oversight	\$	2,810
2	Project Management	\$	780
3			
4			
5			
6			
7			
8			
9		\$	-
	TOTAL	\$	3,600

This proposal is subject to the following:

Attached proposal & General Conditions
 Costs indicated are an estimate, project cost will be time & material
 Terms of payment: Net-15 days

Pioneer is prepared to commence work on: March 1, 2006 and anticipates a project duration of:
 305 calendar days (Completed on December 31, 2006 if started on March 1, 2006).
 This proposal is valid for a period of: 90 calendar days (May 17, 2006).

PIONEER ENVIRONMENTAL INC.

By: 
 Signature
 Joseph A. Drapeau
 Printed

Date: 2/22/06
 Title: Senior Project Manager

TERMS AND CONDITIONS

1. SCOPE OF WORK

Pioneer Environmental Group of Wisconsin, Inc. (Pioneer) shall perform the services defined in this contract and shall invoice the client either on a lump sum or time and materials basis, whichever is defined in the contract.

A percentage of the estimated lump sum price may be required upon contract authorization. The specific amounts are discussed in the proposal. Site cleanup costs will be billed as portions of the cleanup are completed. Our standard policy is to establish an escrow account in the amount of the estimated cleanup cost. Pioneer will draw payments from the account as portions of the project are completed. Pioneer will provide additional service under this contract as requested by the Client and invoice the Client for those additional services at the listed standard rates. The prices shown will be valid for ninety (90) days unless otherwise stated in the proposal.

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10. ASSIGNS

Neither the Client nor Pioneer may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party. Furthermore, this agreement contains each and every agreement and understanding between the parties relating to its subject matter. It may not be altered or amended except in writing and signed by both the Client and Pioneer.

11. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the contract referenced above, unless the contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this Agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force.

12. SAFETY

Pioneer is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve Client or any of its contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Pioneer, nor the presence of Pioneer's employees and subcontractors shall be construed to imply Pioneer has any responsibility for any activities on site performed by personnel other than Pioneer's employees and subcontractors.

13. DELAYS IN WORK

Pioneer will pursue the work in an efficient and expeditious manner

consistent with good quality practices. Pioneer will not be responsible for delays in the work caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client will be charged as work time unless provided for as a separate item in the contract or other mutually agreed upon document.

14. CONSEQUENTIAL DAMAGES

Client shall not be liable to Pioneer and Pioneer shall not be liable to Client for any consequential damages incurred by either, due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or Pioneer, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Pioneer will not be held liable for problems that may occur if Pioneer's recommendations are not followed. Accordingly, Client waives any claim against Pioneer, and agrees to defend, indemnify and hold Pioneer harmless from any claim or liability for injury or loss that results from failure to implement Pioneer's recommendations, or from implementation of Pioneer's recommendations in a manner that is not in strict accordance with them. Client also agrees to compensate Pioneer for a time spent and expenses incurred by Pioneer in defense of any such claim, with such compensation to be based upon Pioneer's prevailing fee schedule and expense reimbursement policy.

16. CLIENTS RESPONSIBILITY TO NOTIFY PIONEER

The Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed Pioneer. Failure to notify Pioneer shall result in the Client assuming full liability for any and all cost, expenses and damages in any way resulting thereon.

17. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation. Pioneer will notify Client as soon as practically possible about such changed conditions.

18. JOINT AND SEVERAL LIABILITY

The Client waives any claim against Pioneer, and agrees to defend, indemnify and save Pioneer harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would in any manner hold or seek to hold Pioneer responsible for creating a hazardous condition or permitting one to exist, unless Pioneer has negligently contributed to such a condition. Client also agrees to compensate Pioneer for any time spent and expenses incurred by Pioneer in defense of any such claim, with such compensation to be based upon Pioneer's prevailing fee schedule and expense reimbursement policy.

19. STATE OF THE ART

The Client accepts that field techniques are evolving and the standards and regulations are subject to rapid change such that selected acceptable, effective design approaches may become obsolete by the time of execution. The Client agrees to pay Pioneer's additional reasonable fees and expenses caused by new regulations or technologies and waives any claim against Pioneer for such additional expenses.

20. AQUIFER CONTAMINATION

The Client waives any claim against Pioneer, and agrees to defend, indemnify and save Pioneer harmless from any claim or liability for injury or loss which may arise as a result of cross-contamination caused by drilling and sampling unless due to Pioneer's negligence.

21. EXTENSION OF INDEMNIFICATION

The Client agrees that all indemnifications granted to Pioneer also be extended to those subcontractors, individuals or organizations retained by Pioneer for this work.

22. FAILURE TO ENCOUNTER HAZARDOUS MATERIALS

Failure to discover hazardous materials does not guarantee that hazardous materials do not exist at the site. Furthermore, a non-contaminated site may later become contaminated. Accordingly, Client waives any claim against Pioneer, and agrees to defend, indemnify and save Pioneer harmless from any claims or liability for injury or loss arising from Pioneer's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose, unless the failure to disclose hazardous materials was due to Pioneer's negligence. Client also agrees to compensate Pioneer for any time spent and expenses incurred by Pioneer in defense of any such claims.

23. PUBLIC RESPONSIBILITY

If Client for any reason decides to disregard Pioneer's recommendations pertaining to public health and safety, Client waives any claim against Pioneer and agrees to defend, indemnify and save Pioneer harmless from any claim or liability for injury or loss allegedly arising from conditions existing at the project site and will compensate Pioneer for any time spent or expenses incurred connected with this.

24. CONTRACT RENEGOTIATION AND TERMINATION

Pioneer shall advise the client as soon as practically possible about any changed conditions. If a renegotiated contract cannot be agreed to, however, Client agrees that Pioneer has an absolute right to terminate the contract and the Client will remunerate Pioneer for services rendered and costs incurred up to the time of termination, as well as those associated with termination.

25. SITE WORK

Pioneer will take all reasonable precautions to avoid any damage to the site from the activities of its crews or equipment. Any damage caused by Pioneer's negligence will be restored at Pioneer's expense. However, unavoidable damage caused in the execution of the work such as tire rutting, cutting and splicing fences, drilling through pavements, etc. will not be restored unless otherwise stated in the contract.

26. UTILITIES

In the execution of any subsurface exploration Pioneer will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Pioneer harmless for any damages to subterranean structures which are not called to Pioneer's attention or correctly shown on the plans furnished.

27. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests and boring locations described in our report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths of elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location we reserve the right to deviate a reasonable distance from the location specified. Pioneer reserves the right to terminate this contract if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to us prior to submitting this proposal. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, all work will be charged for at the appropriate rates in the fee schedule.

28. STANDARD OF CARE - ENVIRONMENTAL

Client recognizes that subsurface conditions including subsurface contamination, may vary from those encountered at the locations where the borings, monitoring wells, surveys, or explorations are made by Pioneer and that the data interpretations and recommendations of Pioneer's personnel are based solely on the information available to them. Pioneer will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.



PROJECT MEMO

TO:	Thomas Keller	FROM:	Joseph Drapeau
COMPANY:	Tennyson Terrace LLC	DATE:	FEBRUARY 24, 2006
RE:	Project Schedule – Tennyson Terrace	YOUR REFERENCE NUMBER:	TenTerr-EO

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

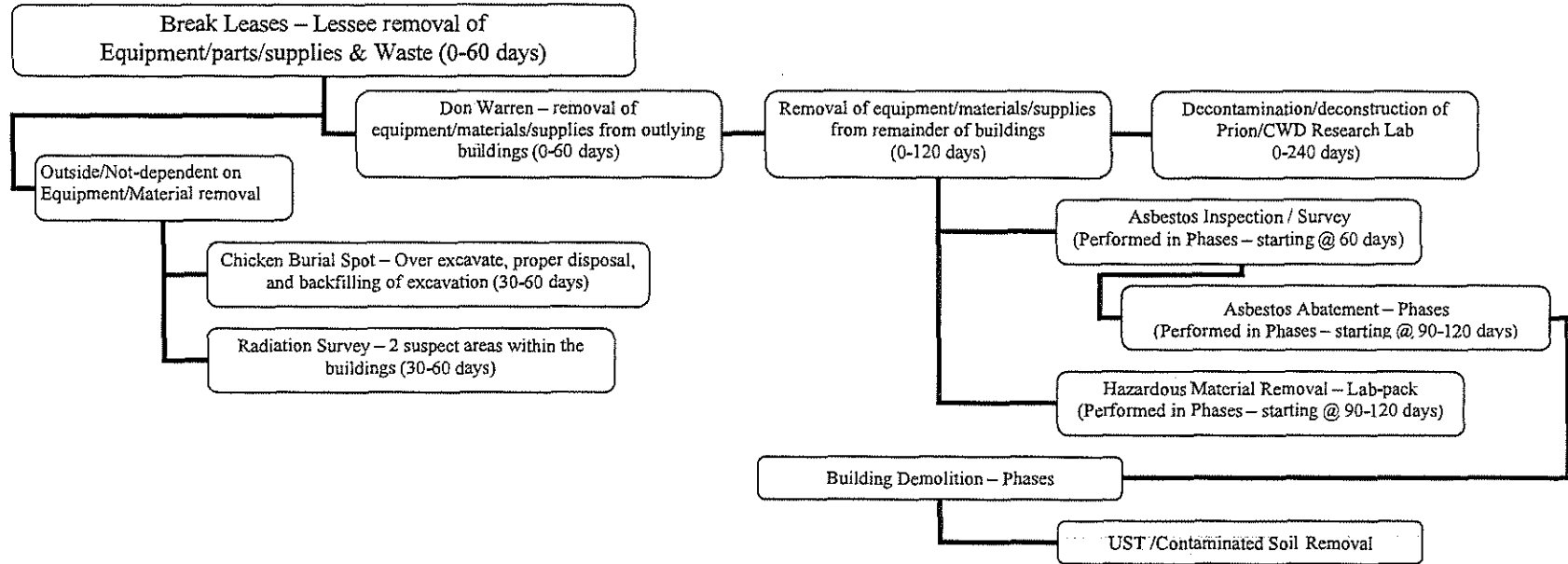
NOTES/COMMENTS:

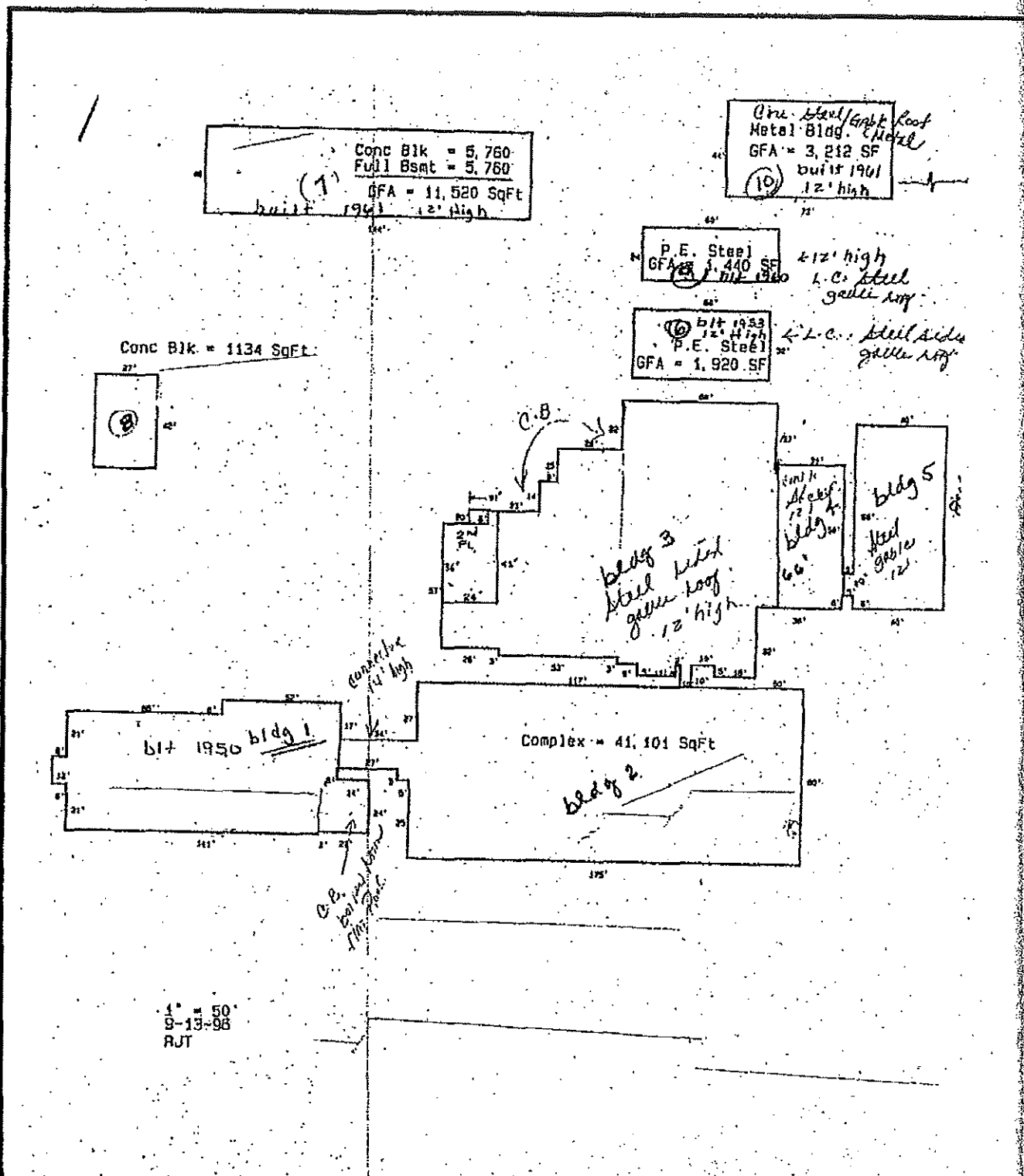
Tom – As discussed earlier this week, here is a tentative preliminary schedule to address the environmental concerns at this property. Basically in order to move the development project along, the first steps will be to have all tenants, along with their associated equipment, supplies, parts and waste material depart from the property. In conjunction, Don Warren can initiate the removal of equipment, supplies, parts and materials from the buildings, be it by auction, salvage, or off-site relocation. If there is material, that is not wanted, it should be marked, and salvage/lab-pack will be arranged. Removal of these materials will allow for the majority of environmental concerns to be addressed.

Based on the numerous buildings and materials associated with them, it would be advantageous to prioritize the removal of materials from buildings of less significant use. I think it is imperative; to make headway on the removal of materials in all the buildings & exterior areas, but initial concentration on buildings of lesser use and materials could facilitate progressing with asbestos inspection/abatement in phases. Using the building numbering system previously established (attached), it is more than likely that building # 2, where Molecular Chimerics Corp is located, will be the last building to be vacated. I recommend the following priority order of buildings to be vacated of “materials of desire”; Priority A – Bldg # 7, 8 & 10, Priority B- Bldg # 4, 5, 6 & 9, Priority C- Bldg # 1 & 3 and Priority D- Bldg # 2. Don Warren may have a different priority ranking, which we can easily make adjustments, as necessary.

Please review and we can discuss at your convenience.

TENNYSON TERRACE // PRELIMINARY SCHEDULE





0810-302-0101-6 1902 Tennyson Ln.

Source: Client
 10/17/02 J:\FIGURES\6201317\FIG 3.CDR



Hydrogeologists • Engineers • Environmental Scientists

6000 Gisholt Drive, Suite 203
 Madison, WI 53713
 (608) 223-1532

BUILDING LAYOUT
ANCHORBANK TENNYSON & PACKERS
1902 TENNYSON LANE
3802 PACKERS AVENUE
MADISON, WISCONSIN

FIGURE

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