ENVIRONMENTAL REMEDIATION AGREEMENT

This Environmental Remediation Agreement ("Agreement") is made and executed as of the _____ day of _____, 2010, by and between CITY OF STOUGHTON REDEVELOPMENT AUTHORITY ("Seller") and MOVIN' OUT, INC. ("Buyer").

RECITALS

WHEREAS, Seller and Buyer have entered into that certain Commercial Offer to Purchase, dated April 1, 2010, and the addendum thereto, also dated April 1, 2010 (collectively, the "Offer") (a copy of which is attached hereto as Exhibit A) regarding the purchase by Buyer from Seller of certain real property located at 623 Eighth Street, Stoughton, Wisconsin, as more specifically described in the document attached hereto as Exhibit A (the "Property"); and

WHEREAS, it has come to Seller's and Buyer's attention that certain conditions at the Property, as identified in the Remedial Action Options Report prepared by Ayres Associates dated August 27, 2010 (the "Remedial Action Report") (a copy of which is attached hereto as Exhibit B) may require remediation in order to satisfy all applicable laws for redevelopment of the Property for residential use; and

WHEREAS, pursuant to the Offer, Seller and Buyer have agreed to enter into this Environmental Remediation Agreement (the "Agreement") regarding the remediation of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, agreements and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Remedial Investigation. Seller engaged an environmental consulting firm to complete contamination assessment activities on the Property and prepare a Remedial Action Report. The Remedial Action Report identified areas of the Property where the soil contains levels of polycylic aromatic hydrocarbons ("PAH"), lead, and arsenic that exceed the non-industrial direct contact residual contaminant levels ("RCL") identified in Chapter NR 720 of the Wisconsin Administrative Code. The Remedial Action Report also identified isolated areas of the Property where the soil contains levels of PAHs, lead, and arsenic that exceed industrial direct contact RCLs under the same chapter. The Remedial Action Report further identified an isolated area in the northern portion of the Property where the soil contains a level of benzene above the RCL mandated in Chapter NR 720 (collectively, the "Conditions"). Ayres Associates stated in the Remedial Action Report that remediation of these Conditions on the Property is required to prevent direct human contact with near surface soil contamination, including removing isolated areas of soil from the Property, as well as incorporating other areas of contaminated soil into the Property's redevelopment and capping those same areas.

2. Remediation Activities. The remediation activities associated with the Property shall be divided into two categories, as follows:

(i) cap construction, which is defined as the construction of all buildings, parking lots, and other impermeable surfaces on the Property that will serve as caps for contaminated soil, in accordance with Buyer's proposed development plan for the Property, a drawing of which is currently being prepared by Vierbicher ("Category (i) Activities"); and

(ii) all other remediation activities associated with the Property that are required to satisfy all applicable laws for redevelopment of the Property for residential use, as well as obtain a "No Further Action" letter from the Wisconsin Department of Natural Resources ("WDNR") stating that no further investigation, remediation or monitoring is necessary with respect to the Property ("Category (ii) Activities").

These categories are hereinafter referred to collectively as "Remediation." Seller hereby agrees to engage the environmental consulting firm that prepared the Remedial Action Report (or another environmental consulting firm reasonably acceptable to and approved in writing by Buyer) to commence and thereafter diligently pursue and complete any and all Category (ii) Activities. Buyer accepts Seller's identification of Ayres Associates as an acceptable environmental consulting firm for any and all Category (ii) Activities. At least seven (7) days prior to conducting any Category (ii) Activities on the Property and seven (7) days prior to any additionally tasked or proposed Category (ii) Activities beyond the originally proposed activities, Seller shall provide to Buyer a copy of any proposal for Category (ii) Activities, and Buyer shall have the right to review and comment on any proposed contracts for such activities. Seller agrees to consider and employ, where practicable, the least cost alternative to effectively complete all Category (ii) Activities on the Property in accordance with applicable law. Buyer shall be designated as a third-party beneficiary in any contract executed for purposes of the performance of Category (ii) Activities on the Property. Prior to executing any contract for performance of Category (ii) Activities on the Property, Seller must obtain Buyer's consent, which consent shall not be unreasonably withheld.

3. Remediation Costs. Seller shall instruct its environmental consultant to provide invoices for approved Category (ii) Activities to Seller, with a copy to Buyer. Seller shall directly pay the environmental consultant's invoice to the extent it includes costs and expenses related to Category (ii) Activities. Buyer shall be responsible only for the cost of Category (i) Activities.

4. Completion of Remediation. The Remediation of the Property shall be complete when Buyer obtains from WDNR, or any other agency with jurisdiction over the Conditions, a "No Further Action" letter stating that no further investigation, remediation or monitoring is necessary with respect to the Property (hereinafter "Closure Determination"). The Closure Determination may be contingent on commercially reasonable institutional controls (including, specifically, deed restrictions and/or groundwater use restrictions). However, such use of institutional controls must not limit Buyer's ability to develop the Property for residential use. Seller agrees to reasonably cooperate with Buyer to enable Buyer to obtain the Closure

Determination, including by executing any instruments effectuating any institutional controls allowed by this Agreement.

5. Control of Remediation. Subject to the limits and obligations upon Seller as stated herein, Seller and Buyer agree that Seller shall reasonably control and lead any and all Category (ii) Activities on the Property and that Buyer shall reasonably control and lead any and all Category (i) Activities on the Property. Seller and Buyer shall conduct the Remediation of the Property in a manner consistent with applicable federal, state, and/or local law. In addition:

(a) Buyer and Seller shall perform, or cause to be performed, all of their obligations under this Agreement in good faith and in compliance with all applicable environmental laws, in a good, safe, and workmanlike manner.

(b) Seller and Buyer shall obtain or cause to be obtained all necessary permits, licenses, certificates, or other approvals required in connection with the performance of their obligations hereunder.

(c) Seller shall permit no mechanics, materialmen, laborers, environmental, or other liens to be made or imposed upon the Property as a result of the performance of its obligations hereunder.

6. Seller's Obligations Regarding Remediation. Seller shall keep Buyer apprised of the progress and performance of any Remediation activities, including, without limitation, providing periodic reports on the activities performed and providing copies of all testing results and copies of all notices, documents, or correspondence that it may receive from any governmental agency with regard to any matter subject to this Agreement as well as responses to such correspondence. Seller shall provide Buyer with copies of all correspondence, documents, reports or other non-privileged written communication to any governmental agency with regard to any matter subject to this Agreement at the same time such communication is sent to the agency.

7. Buyer Cooperation. Buyer shall cooperate with Seller in Seller's performance of its obligations hereunder, and in particular, once Buyer obtains ownership and possession of the Property, Buyer shall provide Seller and its agents, contractors, and representatives with reasonable access to the Property for purposes of performing the obligations of Seller under this Agreement, provided that Seller shall provide at least seventy-two (72) hours advance notice to Buyer of the access requested, and the access shall not unreasonably interfere with Buyer's operations at the Property.

8. Default. In addition to the other remedies provided herein, in the event that Seller fails to perform any of its obligations hereunder after thirty (30) days prior written notice by Buyer to Seller of such failure and a reasonable opportunity to cure, Buyer, in its sole discretion, may take such actions as are reasonably necessary to complete said obligations. Seller thereafter shall promptly reimburse Buyer for any and all reasonable expenses incurred by Buyer in performing said obligations.

9. Governing Law. This Agreement shall be construed and interpreted according to the internal laws of the State of Wisconsin.

10. Entire Agreement. This Agreement and the Offer constitute the entire understanding and agreement of the parties with respect to the subject matter hereof.

11. Agreement Not Limited. This Agreement is not limited by any other agreement between the Seller and any other party including but not limited to the "Option to Purchase" between Seller and Donald D. Wahlin, DDW Enterprises, and STI Holdings, Inc. (a copy of which is attached hereto as part of Exhibit A). This Agreement also is not limited by the availability of or application for grant funds.

12. Amendment. Seller and Buyer may amend, modify, and supplement this Agreement only in writing.

13. Waiver. No delay or omission by any party hereto in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless such waiver is set forth in a written instrument duly executed by the party granting such waiver. A waiver by any party hereto of any of the covenants, conditions or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, restriction, or condition hereof.

14. Further Assurance. The parties agree to execute any further documents and to take any further actions as may be reasonable and appropriate in order to carry out the purposes and intent of this Agreement.

15. Notices. All notices, requests, demands and other communications hereunder shall be given in accordance with the "Delivery of Documents and Written Notices" provision in the Commercial Offer to Purchase dated April 1, 2010, a copy of which is attached hereto as Exhibit A.

16. Counterparts. This Agreement may be executed in one or more counterpart copies, each of which so executed, irrespective of the date of execution and delivery, which may be by facsimile, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date above written.

CITY OF STOUGHTON REDEVELOPMENT AUTHORITY

By _____

Its _____

MOVIN' OUT, INC.

By _____

Its _____