

**AGREEMENT BETWEEN HYATT HILLS GOLF COURSE COMMISSION, AND
REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST & RACER
PROPERTIES LLC**

This AGREEMENT ("Agreement") is made effective as of April 3, 2015, by and between Hyatt Hills Golf Course Commission ("Commission"), and Revitalizing Auto Communities Environmental Response Trust ("RACER Trust") and its wholly-owned affiliate RACER Properties LLC (collectively referred to herein as "RACER") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, RACER Properties LLC owns the real property known as 1300 Raritan Road, Clark, New Jersey upon which is located the Hyatt Hills Golf Course Complex, which consists of a clubhouse, restaurant, parking area, nine-hole golf course, driving range, and miniature golf course ("Golf Facility"); and

WHEREAS, the March 2001 Operating Agreement between RACER Trust and the Commission for the operation of the Golf Facility has been terminated and is being replaced with the instant Agreement; and

WHEREAS, the Commission is a public body corporate and politic incorporated under the laws of the State of New Jersey that was established in or about 1996 under a joint agreement between Clark Township and Cranford Township providing for the creation and operation of the Golf Facility and providing, among other things, for the formation of a Golf Course Commission; and

WHEREAS, it is in the public interest of Clark Township and Cranford Township to facilitate for the benefit of Township residents the operation of a first-class Golf Facility, which includes a full-service restaurant; and

WHEREAS, the Parties seek to maintain the full-service restaurant at the Golf Facility, and as such, to have the restaurant continue to serve alcoholic beverages under a permit or permits issued by the State of New Jersey, Department of Law and Public Safety, Division of Alcoholic Beverage Control.

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Recitals Clause Incorporation. The precatory Recitals clauses are incorporated herein and made a part of this Agreement.
2. Advisory Role. The Commission shall advise RACER in connection with the operation of the Golf Facility, and shall meet twice annually to furnish RACER or RACER's designated representative(s) with its recommendations or comments or those of the residents of Clark Township and Cranford Township. Such advice shall not interfere with the operation of

the Golf Facility by RACER or RACER's designated representative(s), and all decisions regarding the operation of the Golf Facility shall be in RACER's sole discretion.

3. Restaurant Operations. The Commission shall be responsible for overseeing the operations of the restaurant and shall, in consultation with and with the approval of RACER, retain a professional management firm to manage the restaurant and coordinate the operations of the restaurant with the operations of the Golf Facility.

4. Commission's Revenues, Costs & Expenses. The Commission's costs under this Agreement shall be limited to its reporting obligations and insurance, which such costs shall be borne by others as set forth in this Agreement. Any amounts to be collected by the Commission from the professional management firm (referred to in Section 3, above) shall be assigned to RACER as a license fee for the Commission having the privilege to operate the restaurant, and those amounts shall be paid directly by the professional management firm to RACER.

5. Reporting to the State of New Jersey. The parties acknowledge that the Commission may have annual reporting obligation(s) to the State of New Jersey. RACER agrees to facilitate such reporting by either funding the cost of such reporting or providing the necessary in house or outside professional assistance for the Commission to discharge any such obligation.

6. Termination. This Agreement may be terminated by either of the Parties at will and without cause, and shall terminate on April 2, 2016, unless terminated earlier by either of the Parties or extended, beyond April 2, 2016, by mutual written agreement of the Parties.

7. Insurance and Indemnification. RACER shall, at its own cost and expense, name the Commission as an Additional Insured on RACER's General Liability and Umbrella Liability insurance policies as such coverage pertains or may pertain to the operations of the Golf Course Complex including the Commission's operations. With respect to the Commission's Directors and Officers liability insurance policy ("D&O policy"), the Commission shall provide RACER a draft of such policy at least fifteen (15) days prior to its effectiveness (if such policy does not now exist) or renewal (if such policy currently exists), and RACER shall timely review such draft policy and provide any comments on it to the Commission. If the D&O policy is acceptable to RACER in form and substance after the Commission has addressed any comments provided by RACER, RACER shall pay directly to the Commission's insurance broker or insurer, within ten (10) days of the Commission presenting to RACER the actual invoice for same, the annual premium for the Commission's D&O policy, up to a total of fifteen hundred dollars (\$1,500) annually. Indemnity of the Commission shall be provided by the operator of the restaurant and by the professional management firm referred to above in Section 3.

8. Any Amendment Shall Be In Writing. This Agreement shall not be amended, altered, revised, modified, terminated, or changed except by a subsequent written agreement executed by all Parties hereto, and then such amendment shall be effective only in the particular instance and for the purpose for which it is given.

9. Access to Legal Counsel. The Parties acknowledge that they each have had the opportunity to consult with legal counsel of their choosing prior to entering into this Agreement.

The Parties further stipulate and agree that they each have had an opportunity to participate in the negotiation of this Agreement and that any ambiguity in this Agreement will not be construed for or against any party.

10. Miscellaneous Terms and Conditions.

(a) Entire Agreement and Successors in Interest. This Agreement contains the entire agreement among the Parties with regard to the matters set forth herein and supersedes any prior written or oral agreements, understandings or arrangements, and shall be binding upon and inure to the benefit of the successors and assigns of each.

(b) Execution in Counterparts. This Agreement may be executed in counterparts, and as so executed shall constitute an agreement, binding to the extent provided herein on all Parties, notwithstanding the fact that a party may not have physically signed the signature page of the original or the same counterpart. Facsimile and scanned emailed signatures shall be accepted and deemed to be original signatures and shall be binding on the Parties upon signing.

(c) Headings. The headings contained in this Agreement are merely for convenience of reference and shall not under any circumstances affect the meaning or interpretation of this Agreement.

(d) Drafter. In construing this Agreement, and in determining the rights of the Parties hereto therein, no party shall be deemed to be the drafter or creator of this Agreement.

(e) Authority. The persons executing this Agreement represent and warrant that they have the absolute and unrestricted right, and all necessary power, authority, and capacity, to enter into this Agreement and have the authority to sign on behalf of their respective Parties.

(f) Choice-of-Law and Venue. This Agreement shall be controlled by and interpreted under the laws of the State of New Jersey without regard to any applicable choice-of-law analysis. Any litigation arising out of this Agreement shall be filed only in the Superior Court of New Jersey.

(g) Notice. Except as otherwise specifically provided herein, or as specifically and subsequently agreed to by the Parties in writing, all notices, requests or other communications required or permitted to be given hereunder shall be deemed duly given if mailed by certified mail, postage pre-paid and addressed as follows:

As to RACER:

Rick Zablocki
Director of Operations & Chief Tax Officer
RACER Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226

Carl P. Garvey
General Counsel
RACER Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226

As to the Commission:

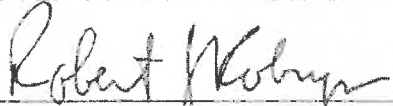
Daniel J. McCarthy, Esq.
Rogut McCarthy LLC
37 Alden Street
Cranford, New Jersey 07016

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first written above.

HYATT HILLS GOLF COURSE COMMISSION

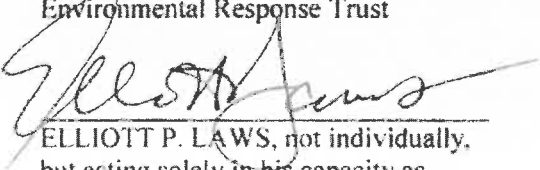
By:


ROBERT J. KOBRYN, Chairman

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST**

By: EPLET, LLC, acting solely in its
representative capacity as Administrative
Trustee of Revitalizing Auto Communities
Environmental Response Trust

By:

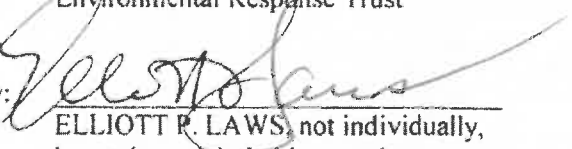

ELLIOTT P. LAWS, not individually,
but acting solely in his capacity as
Managing Member of EPLET, LLC

RACER PROPERTIES LLC

By: Revitalizing Auto Communities
Environmental Response Trust, Sole
Member of RACER Properties LLC

By: EPLET, LLC, acting solely in its
representative capacity as Administrative
Trustee of Revitalizing Auto Communities
Environmental Response Trust

By:


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but acting solely in his capacity as
Managing Member of EPLET, LLC