

FIRST AMENDMENT TO
AGREEMENT BETWEEN HYATT HILLS GOLF COURSE COMMISSION AND
REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST & RACER
PROPERTIES LLC

THIS FIRST AMENDMENT ("First Amendment") to the April 2, 2015 Agreement ("Agreement") 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") is made effective as of April 2, 2016.

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 was terminated and replaced with the Agreement;

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;

WHEREAS, it continues to be 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;

WHEREAS, the Parties continue to 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;

WHEREAS, the Parties desire to amend the Agreement as it pertains to the management and operation of the restaurant and food & beverage operations, and to extend the Agreement's term; and

WHEREAS, all other terms and conditions under the Agreement shall remain in full force and effect except as specifically amended herein;

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 Recitals clauses are incorporated herein and made a part of this Agreement.

2. Restaurant Operations. With RACER's approval, which is hereby given, the Commission hereby designates Billy Casper Golf, LLC and its affiliate Hyatt Hills Golf Management, LLC, both professional golf course operations companies, to manage the restaurant and coordinate the operations of the restaurant with the operations of the Golf Facility.

3. Termination. The Agreement, which is hereby extended by this First Amendment for one (1) year, may be terminated by either of the Parties at will and without cause, and shall terminate on April 2, 2017, unless terminated earlier by either of the Parties or extended, beyond April 2, 2017, by mutual written agreement of the Parties.

4. Notices. The address for the RACER contact persons is amended to replace "Suite 1510" with "Suite 2650."

5. 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.

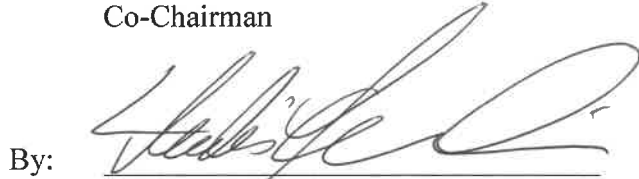
[Signature Pages Follow]

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: 

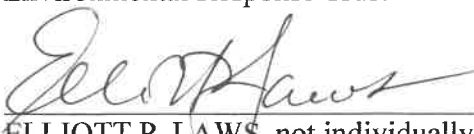
SAL BONACCORSO
Mayor, Township of Clark, NJ
Co-Chairman

By: 

ANDIS KALNINS
Mayor, Township of Cranford, NJ
Co-Chairman

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST**

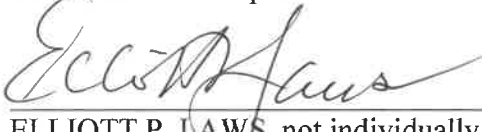
By: EPLET, LLC, acting solely in its
representative capacity as Administrative
Trustee of Revitalizing Auto Communities
Environmental Response Trust

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
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