



Revitalizing Auto Communities
Environmental Response Trust

November 7, 2015

BY ELECTRONIC MAIL
AND/OR FIRST CLASS MAIL

Brownfield Communities Development Company, LLC
Adler Plaza - 5th Floor
1400 NW 107th Avenue
Miami, FL 33172
Attn: Michael M. Adler and David S. Adler
Email: madler@adlergroup.com and dadler@adlergroup.com

**Re: Removal of building slabs from real property located at
2525 West Fourth Street, Ontario, Ohio**

Dear Messrs. Adler:

Based on public statements made by your agent Jose Martinez Thursday, November 5, 2015 before the Ontario City Council, it is the understanding of RACER Trust that The Adler Group and/or Brownfield Communities Development Company, LLC ("BCDC") and/or their successors, assigns, or designees intend(s) to remove the existing concrete building slabs at 2525 West Fourth Street, Ontario, Ohio ("Property").

We refer you to the transaction documents by which BCDC took title to this real property from RACER Properties LLC ("RACER"), specifically the Environmental Easement and Use Limitation Agreement dated December 28, 2012 ("EEULA") and the Purchase and Sale Agreement) dated August 16, 2012, as amended ("PSA").

EEULA Section 4.6 "Building Slabs" provides that:

In no event shall Owner be permitted to remove, alter or disturb any building slab, or any portion thereof, or associated piping and tunnels, either (a) prior to the Termination Date, and thereafter, (b) to the extent prohibited or restricted under the Environmental Documents. Whether or not permitted under this Section, Owner

shall be responsible and Liable for any and all obligations and Liabilities arising from any such removal, alteration or disturbance, whether or not caused by, arising from or related to, an Environmental Condition.

EEULA Section 8(yy) defines "Owner" as "at any given time, the then fee title holder of the Property, or any portion thereof or interest therein." Based on our current information, BCDC is the "Owner" of the entire Property. Section 8(ttt) defines "Termination Date" as "the effective date of the Termination Agreement," which is defined by Section 8(sss) to have "the meaning set forth in Section 2.3." Based on the definition of "Termination Agreement" in Section 2.3 (as supported by Section 2.2), no Termination Date has yet occurred and therefore BCDC is currently contractually obligated not "to remove, alter or disturb any building slab, or any portion thereof."

Moreover, regardless of whether the removal of any of the building slabs ever becomes permitted under the agreements between RACER and BCDC (or its successors or assigns), the second sentence of EEULA Section 4.6 continues to be to operative, to wit, "Owner shall be responsible and Liable for any and all obligations and liabilities arising from such removal, alteration or disturbance, whether or not caused by, arising from or related to, an Environmental Condition." EEULA Section 8(y) defines "Environmental Condition" to mean any "Release or other event, circumstance and/or condition existing at, on, in or under the Property, or the ambient air around the Property." "Release" is defined by Section 8(ggg) to mean, in summary, releasing, emitting, disposing, transporting, etc. of Hazardous Substances (as such term is defined in Section 8(ii)).

Finally, PSA Section 8.1.3 "Buyer's Obligations" provides that:

Buyer hereby assumes, at its sole expense and Liability, the obligation to perform and complete from and after the Closing Date, in compliance with applicable Laws, this Agreement and the Environmental Easement Agreement [EEULA], any and all: (a) demolition, construction or renovations of Improvements at the Premises which is required by Law, or otherwise deemed necessary or desirable by Buyer; and (b) obligations with respect to the redevelopment, improvement and operation of the Premises, and any Environmental Conditions thereon and thereat, as are provided in, subject to and except as otherwise provided in, the Environmental Easement Agreement [EEULA].

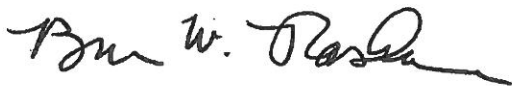
And PSA Section 8.1.4 "Buyer's Liabilities" provides that:

Except to the extent otherwise provided in this Agreement or the Settlement Agreement, Buyer shall be responsible for any and all

Liabilities for Environmental Conditions, whether or not Pre-existing, as are set forth in the Environmental Easement Agreement, including without limitation, Surface Materials.

Together, these PSA Sections reinforce the EEULA language providing that BCDC is contractually bound to address whatever it finds on, in, or under the existing building slabs as a result of the removal, alteration, or disturbance of such slabs. BCDC and The Adler Group should proceed accordingly.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Bruce W. Rasher". The signature is fluid and cursive, with a long horizontal stroke at the end.

Bruce Rasher
Redevelopment Manager

cc: Carlton Fields
100 S.E. Second Street- Suite 4200
Miami, FL 33131-2113
Attn: Linda K. Adler, Esq.
Email: ladler@carltonfields.com

Taft Stettinius & Hollister LLP
200 Public Square, Suite 3500
Cleveland, OH 44114-2302
Attn: Richard S. Rivitz, Esq.
Email: rrivitz@taftlaw.com

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the Revitalizing Auto Communities Environmental Response Trust ("RACER") and Adler Development INC. and Brownfield Communities Development Company LLC ("Company") as follows:

WHEREAS, RACER and Company ("the Parties") desire to exchange certain Confidential Information; and

WHEREAS, the Parties are willing to provide to each other access to information subject to the terms and conditions set forth below;

NOW THEREFORE, for and in consideration of the mutual obligations and benefits contained herein and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. "Confidential Information" as used herein is defined as all information that is not available to the general public and that is provided by either Party to the other.
2. The Parties agree that all Confidential Information disclosed hereunder: (i) shall be treated as confidential, safeguarded and used by it solely for the purpose for which it is disclosed; (ii) shall remain the property of the providing Party; (iii) shall not be used by the receiving Party for its own purpose except in connection with a potential agreement with the providing Party or its client; and (iv) shall not be distributed, disclosed, or disseminated to anyone other than employees or agents of the receiving Party who have a need to know such Confidential Information or as may be required by applicable law or legal process, unless and until such information:
 - a) is generally available to the public other than as a result of breach of this Agreement;
 - b) is already in its possession or the possession of its employees without restriction and prior to any disclosure hereunder;
 - c) is or has been lawfully disclosed to it or its employees by a third party, not employed by or otherwise affiliated with the receiving Party who is free lawfully to disclose the same;
 - d) is independently developed by it without the direct or indirect use of any Confidential Information; or
 - e) is required to be disclosed in a judicial or administrative proceeding or otherwise required to be disclosed by law; however, in the case of this exception, the receiving Party must (i) give the providing Party as much prior written notice as reasonably practicable of the information demand or request so the providing Party may seek such protective orders or other protection as

the providing Party, in its sole discretion and at its sole expense, may elect and (ii) reasonably cooperate with the providing Party in protecting against disclosure of the Confidential Information.

3. Each Party warrants that it shall apply reasonable safeguards against the unauthorized disclosure of Confidential Information, and agrees that it shall protect the Confidential Information received under this Agreement in the same manner and to the same degree that it protects its own Confidential Information.
4. The obligations contained in this Agreement shall remain in full force and effect for three years after the sooner of the following occurrences: (a) the conclusion of discussions between the Parties pertaining to the Agreement, or (b) joint termination of this Agreement.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below, the latter of which shall also constitute the effective date of this Agreement.

Revitalizing Auto Communities Environmental Response Trust

BY: Bruce W. Rasther Date: 8/7/2011
Bruce Rasther
Redevelopment Manager

Adler Development INC. and Brownfield Communities Development Company LLC

BY: Michael M. Adler Date: 8/8/11
Michael M. Adler
BY: David S. Adler Date: 8-8-11
David S. Adler