

FIRST AMENDMENT TO ACCESS AGREEMENT

[Fons/Old Wayne Landfill, Ypsilanti Township, MI]

This FIRST AMENDMENT TO ACCESS AGREEMENT (this "**Amendment**") is made as of the 30th of November, 2011, between **WAYNE DISPOSAL, INC.**, a Michigan corporation, having an address at 49350 North I-94 Service Drive, Belleville, MI 48111 ("**Grantor**"), and **REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST** (the "**Trust**"), and together with RACER Properties LLC, its subsidiary; as their interests may appear ("**Grantee**"), whose address is 2930 Ecorse Road, Ypsilanti, Michigan 48198, Attention Grant Trigger, Michigan Cleanup Manager.

RECITALS

A. Grantor and Grantee entered into that certain Access Agreement (the "Agreement"), dated September 21, 2011, regarding access to certain real property located on Tyler Road, in Ypsilanti Township, County of Washtenaw, State of Michigan, being referred to, now or formerly as the Fons/Old Wayne Landfill (the "**Property**").

B. Grantor and Grantee desire to amend the Agreement in accordance with this Amendment.

NOW THEREFORE, for the purposes set forth above and in consideration of the recitals and mutual promises herein contained, Grantee and Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, hereby agree as follows:

SECTION 1 LICENSED AREA.

1.1 Exhibit A to the Agreement is replaced in its entirety with **Exhibit A** to this Amendment annexed hereto and incorporated herein.

1.2 Grantee acknowledges that its representative, Conestoga-Rovers & Associates ("CRA"), prepared Exhibit A to this Amendment and that the Licensed Area depicted in that exhibit includes property located outside of the perimeter fence surrounding the Property. Without limiting the express disclaimer of representations and warranties in Section 1.1 of the Agreement, Grantor makes no representation or warranty whatsoever as to the location of the Property's boundaries or as to any ownership interest in any portion of the Licensed Area depicted on Exhibit A located outside of the perimeter fence surrounding the Property. Grantee's access to any area located outside of the perimeter fence surrounding the Property shall be at Grantee's sole risk. The License granted under the Agreement concerns solely the Property owned by Grantor. In the event that any portion of the Licensed Area depicted on Exhibit A to this Amendment is determined to be located outside of the Property, the Licensed Area depicted on Exhibit A to this Amendment shall be automatically reformed to exclude such portion.

SECTION 2 PERMITTED ACTIVITIES.

2.1 Section 1.2 of the Agreement is deleted and replaced with the following:

Grantee, CRA as Grantee's Representative, and Grantee's other Representatives who have been approved in writing by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed, may use the Licensed Area only for the purposes set forth in the September 20, 2011 letter from Ms. Beth Landale of CRA to Mr. David Lusk of WDI, annexed to and incorporated in the Agreement as Exhibit B to the Agreement, and the November 30, 2011 letter from Ms. Beth Landale of CRA to Mr. David Lusk of WDI, annexed hereto and incorporated herein as **Exhibit B** to this Amendment (the "Permitted Activities"). The September 20, 2011 and November 30, 2011 letters are collectively referred to herein as the "Work Plan." For the avoidance of doubt, "Permitted Activities" may include laboratory analyses and reporting of analytical results

concerning samples collected from the Licensed Area, and shall be limited to the target compounds expressly listed in the Work Plan. Grantee covenants that neither Grantee nor any Representative shall analyze any such sample, or report any analytical result, for any compound not so listed. All Permitted Activities shall be performed at Grantee's sole expense and Liability. Upon Grantor's request, Grantee shall promptly provide Grantor with copies of all data, test results, and draft and final reports generated as a result of, or in connection with, the Work Plan. The rights and powers granted to Grantee in this Agreement do not, and shall not be interpreted to, obligate Grantee to exercise any of such rights and powers for any reason.

2.2 For the avoidance of doubt, Permitted Activities shall include the installation and sampling of seven monitoring wells (MWOS-01 through MWOS-07) and the sampling of two existing monitoring wells (MW-1U-93 and MW-6U-93) as depicted and described in the Work Plan. Grantor shall not install any other well or conduct any other sampling in the Licensed Area without Grantor's prior express written approval.

SECTION 3 **GENERAL PROVISIONS.**

3.1 Except as specified herein, no provision of the Agreement is modified, superseded, or altered in any way by this Amendment.

3.2 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by all of the parties. Signatures transmitted via facsimile or electronic mail transmission shall have the same validity and effect as original signatures.

[No Further Text; Signatures Follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date and year first written above.

GRANTOR:

WAYNE DISPOSAL, INC,
a Michigan Corporation

By: _____
Name:
Title:

GRANTEE:

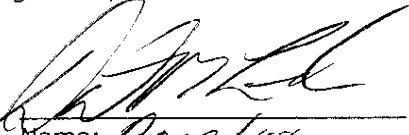
**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST,**
a trust formed under the laws of the State of New York

By: 
Name: Michael Hill
Title: Chief Operating Officer and General Counsel

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date and year first written above.

GRANTOR:

WAYNE DISPOSAL, INC.,
a Michigan Corporation

By: 

Name: *David Lusk*

Title: *PRESIDENT*

GRANTEE:

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST,**
a trust formed under the laws of the State of New York

By: _____

Name: _____

Title: _____

Exhibit A

Depiction of Licensed Area

(See Attached)

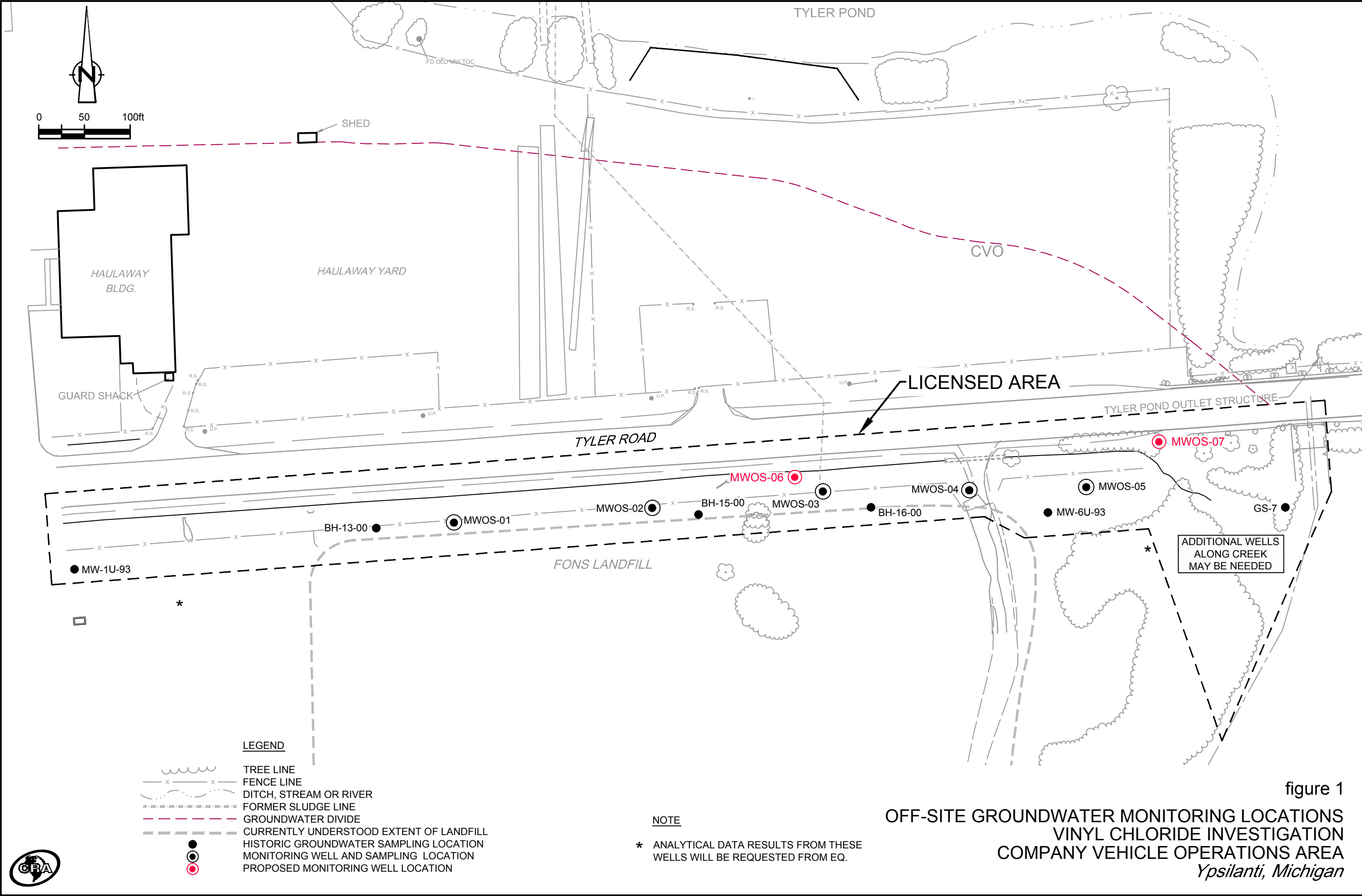


figure 1

Exhibit B

November 30, 2011 letter from Ms. Beth Landale of CRA to Mr. David Lusk of WDI

(See Attached)

Exhibit B to First Amendment To Access Agreement



**CONESTOGA-ROVERS
& ASSOCIATES**

14496 Sheldon Road, Suite 200, Plymouth, MI 48170
Telephone: (734) 453-5123 Fax: (734) 453-5201
www.CRAworld.com

November 30, 2011

Reference No. 017303

VIA EMAIL ONLY (PDF)

Mr. David Lusk
President
Wayne Disposal, Inc.
36255 Michigan Avenue
Wayne, Michigan 48184

Dear Mr. Lusk:

Re: Revised Vinyl Chloride Investigation – Addendum 1 (Revision2)
Willow Run Company Vehicle Operations Property
Ypsilanti, Michigan

On behalf of Revitalizing Auto Communities Environmental Response Trust (RACER), Conestoga-Rovers & Associates, Inc. (CRA) has prepared this letter as an addendum to our September 20, 2011 letter titled Revised Vinyl Chloride Investigation. RACER is conducting an environmental investigation at the Company Vehicle Operations (CVO) Property located at 2901 Tyler Road, Ypsilanti, Michigan. Part of this investigation involves the delineation of groundwater impacts that may be moving beyond the CVO southern property boundary. It is our understanding that the Wayne Disposal, Inc. (WDI) owns/operates the Fons Landfill which is located across Tyler Road to the south of CVO.

CRA's right to access the Fons/Old Wayne Landfill Property is governed by the Access Agreement between WDI and RACER dated September 21, 2011, which includes as an attachment CRA's September 20, 2011 letter. CRA acknowledges that it has received a copy of such Access Agreement and agrees to be bound by its terms. CRA's permitted activities at the Fons Landfill property are limited to the following tasks:

- Monitoring well installation and sampling
- Groundwater level monitoring

This Addendum to the September 20, 2011 letter serves to add two existing wells to the list of wells CRA is permitted to sample and revise the licensed area to include the installation of two additional monitoring wells.

The two existing wells are located outside of the clay berm surrounding the landfill. CRA understands that these wells are sampled on a regular basis for your ongoing monitoring of the landfill. Based on the data we received from WDI, these wells are not currently being monitored for the constituents that this investigation is focused on. Groundwater samples will

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**CONESTOGA-ROVERS
& ASSOCIATES**

November 30, 2011

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Reference No. 17303

be required from existing wells MW-1U-93 and MW-6U-93 for this investigation. Groundwater samples will be collected from MW-1U-93 and MW-6U-93 using a peristaltic pump and submitted for laboratory analysis for trichloroethene, cis-1,2-dichloroethene and vinyl chloride, and no other compounds without written authorization from WDI. Field parameters, including pH, temperature, conductivity, turbidity, oxygen reduction potential and dissolved oxygen will be recorded during development and sampling. Sampling will be completed by one field technician using handheld equipment and a CRA truck. Access may be requested periodically to collect groundwater samples.

Figure 1 presents the revised licensed area. This area has been extended to allow for installation of two monitoring wells (MWOS-06 and MWOS-07) between Tyler Road and the Fons Landfill northern fenceline. As specified in CRA's September 20, 2011 letter, soil samples will not be collected from these well installations. Groundwater samples will be submitted for laboratory analysis for trichloroethene, cis-1,2-dichloroethene and vinyl chloride, and no other compounds without written authorization from WDI. CRA will contact Mr. Mike Takacs (734-699-6286) in order to evaluate each location using WDI's earthwork clearance procedures.

We appreciate your assistance and cooperation as we continue to conduct our investigation. Should you have any questions, please do not hesitate to contact Grant Trigger, RACER, at 313-486-2908.

Yours truly,

CONESTOGA-ROVERS & ASSOCIATES

Beth Landale

AB/bw/7rev2/Det.

cc: Grant Trigger, RACER
David Favero, RACER

