

FIRST AMENDMENT TO ACCESS AGREEMENT

This First Amendment to Access Agreement (this "**First Amendment**") is made between Scott and Kelly Smith (collectively, "**Grantor**"), and the Revitalizing Auto Communities Environmental Response Trust (the "**Trust**"), together with RACER Properties LLC, the wholly-owned affiliate of the Trust (collectively, "**RACER**"). Grantor and RACER may be referred to below, individually, as "**Party**" and collectively as "**Parties**."

Grantor and RACER entered into that certain Access Agreement dated February 12, 2014 (the "**Agreement**") granting RACER access to the real property located on Hemphill Road (PID59-29-300-010) ("**Property**"), as depicted in Exhibit A of the Agreement.

Grantor and RACER now desire to amend the Agreement subject to and in accordance with the terms of this First Amendment.

In consideration of terms and conditions herein contained, and for good and valuable consideration, the Parties agree that:

ALL TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, INCLUDING ITS EXHIBITS, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT AND ARE HEREBY INCORPORATED BY REFERENCE INTO AND APPLY FULLY TO THIS FIRST AMENDMENT, EXCEPT FOR THE FOLLOWING:

1. Term. This First Amendment will become effective on the date on which it is signed below by the latter of the two Parties ("Effective Date"), and shall expire upon completion of the Permitted Activities or upon the fifth (5th) anniversary of the Effective Date, whichever is sooner, except for provisions expressly designated in the Agreement as surviving its expiration or termination. Except as otherwise provided in the Agreement, RACER may terminate its rights and obligations by providing ten (10) days' advance written notice to Grantor.

2. Miscellaneous.

(a) Except as specifically modified hereby, the Agreement shall continue in full force and effect and is hereby ratified and confirmed as amended by this First Amendment.

(b) This First Amendment shall be construed, interpreted, and enforced under the laws of the State of Michigan.

(c) This First Amendment is binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns under the Agreement.

(d) All capitalized terms not defined in this First Amendment shall have the same meaning ascribed to those terms in the Agreement.

(e) In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

(f) This First Amendment may be executed in counterparts, each of which may be deemed an original, and both of such counterparts together shall constitute one and the same instrument. Signatures delivered by telephone facsimile or email shall be fully effective to bind the signatory or signatories. Although hard copies will be provided promptly upon request.

(g) The Recitals are by this reference incorporated herein and made a part of this First Amendment.

(h) The Effective Date of this First Amendment shall be the date on which both parties have executed this First Amendment. If the parties do not execute this First Amendment on the same date, the Effective Date shall be the date the last party signs this First Amendment.

[Signatures appear on following page]

The Parties or their duly authorized representatives hereby represent and warrant that each has the requisite authority to execute this First Amendment, and have signed the First Amendment to Access Agreement effective on the date(s) specified below.

GRANTOR:

Scott & Kelly Smith

By: Kelly Smith
Kelly Smith, Property Owner

8-1-19
Date

By: [Signature]
Scott Smith, Property Owner

8-1-19
Date

RACER:

By: David Favero
David Favero
Deputy Michigan Cleanup Manager

8/2/2019
Date