

JOSEPH & HEDRINGTON
ATTORNEYS-AT-LAW

July 22, 2014

RECEIVED JUL 25 2014

RACER Trust
500 Woodward Ave., Suite 1510
Detroit, MI 48226

Attention: Bruce Rasher, Redevelopment Manager

Dear Mr. Rasher:

Enclosed please find the executed letter of intent on behalf of my client DMM Properties Inc. My clients are interested in pursuing the purchase of the property located at 4002 James P. Cole, Flint, MI. It is my understanding that the property is currently subject to a short-term lease. I would appreciate it if we could review the lease and any other encumbrances on the property as part of our due diligence.

Should you have any questions or concerns please feel free to contact me.

Sincerely,



PAUL T. JOSEPH, ESQ.
JOSEPH & HEDRINGTON

DMM Properties, Inc.

July 21, 2014

PRIVILEGED AND CONFIDENTIAL

Revitalizing Auto Communities Environmental Response Trust ("RACER Trust")
500 Woodward Avenue, Suite 1510
Detroit, MI 48226
Attn: Bruce Rasher, Redevelopment Manager

Re: Intent to Purchase Certain Real Property Located at [4002 James Cole Boulevard, Flint, MI 48505]

Dear Mr. Rasher:

On behalf of Buyer, I submit this Letter of Intent ("LOI")¹ to identify and acknowledge certain material terms of Buyer's proposed purchase of the Property described below.

BUYER: [DMM Properties, Inc], a Michigan Corporation, having its principal place of business at 223 E. Grand River Ave., Williamston, MI.

PROPERTY: Real property having an address at 4002 James P. Cole, in the City of Flint, County of Genesee, State of Michigan, having RACER or ENFOS Ref. No. [RACER or ENFOS parcel or property number], and consisting of approximately [acreage] acres of land.

PURCHASE PRICE AND 10% DEPOSIT: \$[850,000], ten percent (10%) of which will be deposited in escrow at time of execution and delivery of the Purchase and Sale Agreement.

SUMMARY OF INTENDED USE: [Locate Global Logistics & Distribution, Inc., a Michigan Corporation on site]

Provide supply chain and global commerce marketing services for small to medium size companies, enabling them to compete in the global economy. Global Logistics & Distribution, Inc, is a niche supply chain management company founded in 2011. GL&D offers a full portfolio of international & domestic logistics, warehousing light assembly and distribution solutions. For 2014 our projections have GLAD processing over 5 million pieces of goods dock to dock.

REQUESTED INSPECTION PERIOD(S): Purchasers shall have 120 days to inspect the site, review the title, determine whether or not there is any restrictions on the use of the property from state or local ordinances.

¹ Buyer is directed to insert relevant information or terms in place of bracketed, highlighted text..

SETTLEMENT AGREEMENT:

Buyer acknowledges that Seller is governed by the Environmental Response Trust Consent Decree and Settlement Agreement ("Settlement Agreement") entered by the U.S. Bankruptcy Court for the Southern District of New York on March 29, 2011 (Case No. 09-50026 (REG)) in the Motors Liquidation Company ("MLC") (a.k.a. General Motors Corporation) bankruptcy proceeding (see www.racertrust.org/About_RACER/Settlement_Agreement), by which Seller is performing environmental remediation at and facilitating the return of certain former MLC real properties to productive or beneficial use. Buyer acknowledges it has been provided a copy of or access to the Settlement Agreement.

SALES CRITERIA:

Buyer acknowledges that it understands Seller's unique mission of facilitating the return of the Property to productive or beneficial use, and that Buyer's proposal must satisfy, in the Seller's sole discretion, the six Sales Criteria set forth in Paragraph 65 of the Settlement Agreement [for reference, we strongly recommend reviewing http://www.racertrust.org/Properties/Sales_Criteria]. Therefore, Buyer provides the following information and responses to the Sales Criteria to demonstrate that its intended use meets such criteria:

First Sales Criterion: *"Whether the monetary value of the Purchase Price is sufficient in light of the projected budget for the sale of the Property, taking into account any surplus from past [RACER] Properties sold or projected shortfall on the sale of the remaining Properties."*

Purchase price offer is based on several noted issues with the current property which will need to be addressed by seller or buyer:

1. Based on assessment by M.W MORSS ROOFING,INC., The roof is at the end of functional 30 year life and will need replacement and repaired short term to ensure stored product stays secure
2. Fire Suppression system condition is not functional in rack storage. Overall condition of system is unknown and assumed to be in need of repair to current Fire Code
3. HVAC system condition is unknown at this time.
4. OSHA's sanitation standard – Toilette Facilities need to be replaced and brought to Code to support staffing levels.
5. Parking Lot will need resurfacing in areas to facilitate the high volume of truck traffic.

Second Sales Criterion:

"The potential for the proposed reuse to create jobs in the State and the affected community."

- Global Logistics has committed to employing, 35 people in 2014, and 50 people in 2015
- Growth projections of 12% YOY starting in 2015
- Estimate a ratio 1:4 Indirect jobs to Direct jobs created, through local contracts such as building maintenance, security, rentals, trucking, purchases of raw materials and consumables and recycling.

Third Sales Criterion: *"Other benefits to the State, the Tribe, if applicable, and affected communities (such as increasing tax revenue, reducing blight, and providing a sense of renewal)." [*

- Increased local economic activity associated with trickledown economics from daily operational spending
- Immediate effect on tax revenue to local areas.
- Secure site from blight
- Develop and implement training and retraining programs to provide skills for the jobs locally.
- Will work collaboratively with local government on feasibility studies for:
 - Redeveloping local transportation hubs
 - Intermodal sites for rail distribution
 - Develop and marketing of I-69 International Trade Corridor
 - Investigate Free Trade Zone development opportunities to facilitate growth for all 3PL Providers.
- Leveraging Regional Demand and improving capacity utilization of trucking and containers.
- Supply chain internships offered to local students.
- Green: Implementing sustainable energy practices to improve building's impact on environment through environmental management systems

Fourth Sales Criterion: *"Avoiding a material increase in the cost of or interference with the Environmental Actions, if applicable." Buyer's intended use is as an assembly facility which will have little or no impact on the environmental concerns, furthermore buyer has been informed that an initial environmental review has been completed and no additional environmental action is required. However should any environmental action be necessary buyer agrees to accommodate seller to assure that any environmental concerns are alleviated.*

Fifth Sales Criterion: *"The views of the State, the Tribe, if applicable, and affected communities."*

The buyer has established a working relationship with the Flint & Genesee Chamber of Commerce. In its meetings with the chamber, we have reviewed how we will improve the quality of life and

overall economic growth of the region. It is our understanding at this time that we have the full support of the Flint & Genesee Chamber of Commerce to move forward with our proposal. Letters of endorsement can be provided upon request.

Sixth Sales Criterion: *"The reputation and credibility of the prospective Buyer."* Buyers representatives have been involved in commercial and residential development throughout the state for an extended period of time in excess of 20 years.

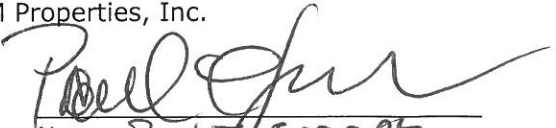
Buyer further acknowledges the following:

1. Purchase and Sale Agreement ("PSA"): Buyer has read the Model PSA (as posted at www.racertrust.org/files/purchase-and-sale-agreement.pdf) and agrees that if a PSA is entered into between Seller and Buyer, it shall be in substantially the form of such Model PSA, subject to any intervening modifications thereto by Seller.
2. Condition; Inspection: With the exception of RACER's continuing environmental actions at the Property (if any), Seller is selling the Property in its "as is, where is, with all faults" condition, with no representations or warranties whatsoever by Seller, and without any agreements, representations, understandings or obligations on the part of Seller to perform any alterations, repairs or improvements (or to provide any allowance for same).
3. Environmental Matters: Environmental conditions exist or may exist at the Property. If any Environmental Conditions do exist on the Property, then, subject to the terms of the Settlement Agreement, including without limitation, the funding restrictions therein, Seller shall conduct, manage, and/or fund Environmental Actions at the Property (subject to the Annual Cleanup Budget for the Property as set forth in the Settlement Agreement), with the objective of receiving "no further action" assurances by the relevant governmental authorities with respect to the environmental conditions at the Property. Therefore, Seller may need access to, and the right to conduct Environmental Actions at the Property from and after the closing of any PSA between Seller and Buyer. Buyer acknowledges that its Intended Use must not interfere with any Environmental Actions.
4. Due Diligence/Confidentiality: After acceptance of this LOI by Seller, Buyer shall provide Seller with copies of the final written product of any due diligence it undertakes with respect to the Property, including, without limitation, environmental assessments or reports produced by Buyer's third party consultants. Seller shall provide Buyer access to environmental assessments, reports, and other documents concerning the Property that are known by Seller to be in its possession, including information posted at www.racertrust.org/Properties/Property_List. Such due diligence (with the exception of information posted by Seller on its website) and this LOI are deemed confidential information subject to the Confidentiality Agreement dated 04/14/2014] between Seller and Buyer.
5. Broker's Authorization & Fees: Seller shall pay any commission due its real estate broker (if any) and shall have no liability for any commission payable to Buyer's real estate broker or any other broker.

6. Authorization: The undersigned is authorized to execute this LOI on behalf of Buyer.
7. Non-Binding Nature of LOI: This LOI broadly outlines certain material terms of the Proposal for discussion purposes only. Other than where information contained in this LOI is subject to the Confidentiality Agreement between Seller and Buyer, this LOI shall have neither binding force nor effect, nor confer any rights or impose any obligations upon any party, unless and until the execution and delivery of the PSA. The undersigned acknowledges that it is Seller's intent to explore alternative potential Buyers for the Property.

Please indicate Seller's acceptance of this LOI by executing below and providing a fully-executed copy to all Parties and brokers (if any) on or before 12:00 noon (Eastern Time) July 22, 2014. In the event that Buyer has not received Seller's acceptance by such time, this LOI shall be deemed null and void.

Sincerely,
DMM Properties, Inc.

By: 
Name: Paul T. Joseph
Title: Agent

Revitalizing Auto Communities
Environmental Response Trust
[or RACER PROPERTIES LLC²]

By: _____ Date _____
Name: _____
Title: _____

² For RACER Properties located in the states of Indiana, Kansas, Missouri and Wisconsin, the signatory will be RACER Trust. Elsewhere, the signatory will be RACER Properties LLC, which is wholly-owned by RACER Trust.