

AUL Forms



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Return to
310 CMR 40.1099

JAMES F. HARTNETT

General Motors Corp.
Worldwide Facilities Group
1 General Motors Dr. STE 2
Syracuse, NY.
13206-1127

Form 1075

NOTICE OF ACTIVITY AND USE LIMITATION

M.G.L. c. 21E, § 6 and 310 CMR 40.0000

Disposal Site Name: Former LandfillDEP Release Tracking No.(s): RTN 3-3939

This Notice of Activity and Use Limitation ("Notice") is made as of this 15th day of December, 2006, by ASSET Holdings III LP, an Ohio Limited partnership, 13085 Hamilton Crossing Boulevard, Carmel, Indiana, 46032-1447 together with his/her/its/their successors and assigns (collectively "Owner").

WITNESSETH:

WHEREAS, General Motors Corporation (Name of Owner(s)), is the owner(s) in fee simple of that certain parcel(s) of land located in Framingham (Town/City), Middlesex County, Massachusetts with the buildings and improvements thereon, pursuant to a deed recorded with the Middlesex South Registry of Deeds in Book 25074, Page 228;

WHEREAS, said parcel(s) of land, which is more particularly bounded and described in Exhibit A, attached hereto and made a part hereof ("Property") is subject to this Notice of Activity and Use Limitation. The Property is shown on a plan recorded in the Middlesex South County Registry of Deeds in Plan Book 25074, Plan 1270;

WHEREAS, a portion of the Property ("Portion of the Property") is subject to this Notice of Activity and Use Limitation. The Portion of the Property is more particularly bounded and described in Exhibit A-1, attached hereto and made a part hereof. The Portion of the Property is shown on a plan recorded with the Middlesex South Registry of Deeds in Plan Book 25074, Plan 1270, and/or on a sketch plan attached hereto and filed herewith for registration;

WHEREAS, the Portion of the Property comprises all a disposal site as the result of a release of oil and/or hazardous material. Exhibit B is a sketch plan showing the relationship of the Portion of the Property subject to this Notice of Activity and Use Limitation to the boundaries of said disposal site existing within the limits of the Property and to the extent such boundaries have been established. Exhibit B is attached hereto and made a part hereof; and

WHEREAS, one or more response actions have been selected for the Disposal Site in accordance with M.G.L. c. 21E ("Chapter 21E") and the Massachusetts Contingency Plan, 310 CMR 40.0000 ("MCP"). Said response actions are based upon (a) the restriction of human access to and contact with oil and/or hazardous material in soil and/or groundwater and/or (b) the restriction of certain activities occurring in, on, through, over or under the Portion of the Property. The basis for such restrictions is set forth in an Activity and Use Limitation Opinion ("AUL Opinion"), dated December 8, 2006, (which is attached hereto as Exhibit C and made a part hereof);

NOW, THEREFORE, notice is hereby given that the activity and use limitations set forth in said AUL Opinion are as follows:

1. Activities and Uses Consistent with the AUL Opinion. The AUL Opinion provides that a condition of No Significant Risk to health, safety, public welfare or the environment exists for any foreseeable period of time (pursuant to 310 CMR 40.0000) so long as any of the following activities and uses occur on the Property:

(i) vehicular parking and vehicular traffic which do not compromise the structural integrity of the asphalt engineered barrier and/or do not disturb contaminated soil located beneath the asphalt barrier. To meet this requirement, no more than 3 trucks with a combined maximum gross vehicle weight (GVW) of 40 tons can use the parking lot in any 24-hour period and no truck with an individual GVW exceeding 40 tons can use the parking lot;

(ii) excavation associated with emergency or short term (three months or less) underground utility and/or construction work, provided it is conducted in accordance with a Soil Management Plan and a Health and Safety Plan and involves the repair and replacement of the soil and asphalt barrier and storm sewer lining with a comparable barrier immediately following the completion of the project;

(iii) Such other activities or uses which, in the Opinion of an LSP, shall present no greater risk of harm to health, safety, public welfare or the environment than the activities and uses set forth in this Paragraph; and

(iv) Such other activities and uses not identified in Paragraph 2 as being Activities and Uses Inconsistent with the AUL.

2. Activities and Uses Inconsistent with the AUL Opinion. Activities and uses which are inconsistent with the objectives of this Notice of Activity and Use Limitation, and which, if implemented at the Portion of the Property, may result in a significant risk of harm to health, safety, public welfare or the environment or in a substantial hazard, are as follows:

(i) use of the portion of the property as a residence, school (except for adult education), daycare, nursery, recreational area, and/or any other use at which a child's presence is likely;

(ii) any activity including, but not limited to excavation and removal of the soil and asphalt barrier and any activity associated with the lined storm sewer which is likely to disturb contaminated soil/waste located below the engineered barrier, associated with underground utility and/or construction work, without prior development and implementation of a Soil

Management Plan and a Health and Safety Plan; and

(iii) any activity which is likely to disturb contaminated soil/waste located beneath the engineered barrier for a period of time greater than three months, unless such activity is first evaluated by an LSP who renders an Opinion stating such activity is consistent with maintaining a condition of No Significant Risk.

3. Obligations and Conditions Set Forth in the AUL Opinion. If applicable, obligations and/or conditions to be undertaken and/or maintained at the Portion of the Property to maintain a condition of No Significant Risk as set forth in the AUL Opinion shall include the following:

(i) continued Operation, Maintenance and Monitoring (OMM) of the Site remedy must be conducted in accordance with the Final OMM Plan (Appendix to the As-Built Construction Report and Response Action Outcome Statement, Conestoga-Rovers & Associates, December 2006);

(ii) a Health and Safety Plan and a Soil Management Plan must be prepared and implemented prior to the commencement of any excavation and removal of the soil and asphalt barrier which is likely to disturb contaminated soil/waste located below the engineered barrier, associated with underground utility and/or construction work within the AUL area. The Health and Safety and Soil Management Plans must be developed and implemented in accordance with the following guidelines:

- The Soil Management Plan must be prepared and overseen by an LSP and should describe appropriate excavation, handling, waste management, storage, transport and disposal procedures and include a description of engineering controls and air monitoring procedures to ensure that there is no greater risk or harm to health, safety, public welfare, or the environment due to the activities and uses set forth in this paragraph. On-Site workers must be informed of the requirements of the Soil Management Plan, and the plan must be readily available throughout the course of the project; and
- A Certified Industrial Hygienist must oversee the preparation of the Health and Safety Plan. The plan should clearly identify the location of contamination and specifically identify the types of personal protective equipment, monitoring devices, and engineering controls necessary to ensure that the workers are not exposed to unacceptable levels of contamination through any routes of exposure. Workers who may come into contact with the contaminated soil/waste must be trained in the requirements of the Health and Safety Plan, and the plan must be available on Site throughout the course of the project; and

(iii) contaminated soil/waste located below the engineered barrier must remain and may not be relocated, unless such activity is first evaluated by an LSP who renders an Opinion which states that such activity poses no greater risk of harm to health, safety, public welfare or the environment.

4. Proposed Changes in Activities and Uses. Any proposed changes in activities and uses at the Portion of the Property which may result in higher levels of exposure to oil and/or hazardous material than currently exist shall be evaluated by an LSP who shall render an Opinion, in accordance with 310 CMR 40.1080 *et seq.*, as to whether the proposed changes will (select one) present a significant risk of harm to health, safety, public welfare or the environment. Any and all requirements set forth in the Opinion to meet the objective of this Notice shall be satisfied before any such activity or use is commenced.

5. Violation of a Response Action Outcome. The activities, uses and/or exposures upon which this Notice is based shall not change at any time to cause a significant risk of harm to health, safety, public welfare, or the environment or to create substantial hazards due to exposure to oil and/or hazardous material without the prior evaluation by an LSP in accordance with 310 CMR 40.1080 *et seq.*, and without additional response actions, if necessary, to achieve or maintain a condition of No Significant Risk or to eliminate substantial hazards.

If the activities, uses, and/or exposures upon which this Notice is based change without the prior evaluation and additional response actions determined to be necessary by an LSP in accordance with 310 CMR 40.1080 *et seq.*, the owner or operator of the Portion of the Property subject to this Notice at the time that the activities, uses and/or exposures change, shall comply with the requirements set forth in 310 CMR 40.0020.

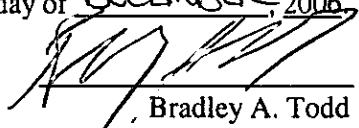
6. Incorporation Into Deeds, Mortgages, Leases, and Instruments of Transfer. This Notice shall be incorporated either in full or by reference into all future deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer, whereby an interest in and/or a right to use the Property or a portion thereof is conveyed.

AUL Forms

310 CMR 40.1099

Owner hereby authorizes and consents to the filing and recordation and/or registration of this Notice, said Notice to become effective when executed under seal by the undersigned LSP, and recorded and/or registered with the appropriate Registry(ies) of Deeds and/or Land Registration Office(s).

WITNESS the execution hereof under seal this 15th day of DECEMBER, 2006


Bradley A. Todd
Executive Vice President of ADESA, Inc.
General Partner of Asset Holdings III LP

[STATE OF INDIANA]

HAMILTON, ss

DECEMBER 15, 2006

On this 15th day of DECEMBER, 2006, before me, the undersigned notary public, personally appeared BRADLEY A. TODD (name of document signer), proved to me through satisfactory evidence of identification, which were PERSONALLY KNOWN, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(as partner for _____, a partnership)

(as _____ for _____, a corporation)

(as attorney in fact for _____, the principal)

(as _____ for _____, (a) (the) _____)

Cheryl A. Smalley official signature and seal of notary

CHERYL A. SMALLEY, Notary Public
Resident of _____, Indiana
My Commission Expires 03-31-2013

ASSISTANT SECRETARY'S CERTIFICATE

I, Michelle Mallon, hereby certify that I am the duly elected, qualified and acting Assistant Secretary of ADESA, Inc. ("the Corporation"). I further certify that attached hereto as Exhibit A is the resolution of the Board of Directors effective May 17, 2006, and such resolution has not been amended or rescinded since the effective date.

Dated: December 18, 2006

Michelle Mallon
Michelle Mallon, Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned Notary Public, personally appeared Michelle Mallon and acknowledged the execution of this instrument this 18th day of December, 2006.

My Commission Expires:

9/24/08

Cheryl A. Shaden
CHEYL A. SHADEN Notary Public
Resident of TIPTON County, IN

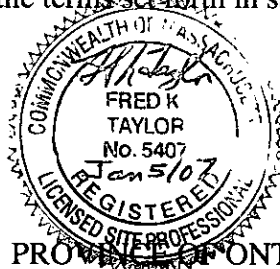
Exhibit A

RESOLVED, that the following persons be, and they hereby are, elected to the offices set forth opposite their respective names, to serve in accordance with the By-Laws and at the discretion of the Board:

David G. Gartzke	Chairman of the Board and Chief Executive Officer
Angel R. Sales	President and Chief Operating Officer
Cameron C. Hitchcock	Executive Vice President and Chief Financial Officer
Brenda Flayton	Executive Vice President and Chief Administrative Officer
George J. Lawrence	Executive Vice President, General Counsel and Corporate Secretary
Ron Beaver	Executive Vice President and Chief Information Officer
Charles Tapp	Executive Vice President of Sales and Marketing
Bradley A. Todd	Executive Vice President
Cheryl Munce	Executive Vice President
Curtis L. Phillips	Treasurer
Scott A. Anderson	Controller
Michelle Mallon	Assistant Secretary
Becca C. Polak	Assistant Secretary

The undersigned LSP hereby certifies that he executed the aforesaid Activity and Use Limitation Opinion attached hereto as Exhibit C and made a part hereof and that in his Opinion this Notice of Activity and Use Limitation is consistent with the terms set forth in said Activity and Use Limitation Opinion.

Date: Jan 5, 2007



Fred K. Taylor
Frederick K. Taylor, LSP

Waterloo, ON, ss

Jan 5, 2007

On this 5 day of Jan, 2007, before me, the undersigned notary public, personally appeared Frederick Taylor (name of document signer), proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(as partner for _____, a partnership)

(as _____ for _____, a corporation)

(as attorney in fact for _____, the principal)

(as LSP for the site, (a) (the) _____)

[Signature]

(official signature and seal of notary)

James F. Hartnett, Notary Public. It is effective only in the Regional Municipality of Waterloo, and only while you are working for Conestoga-Rovers & Associates Limited and is limited to the attestation of instruments and the taking of affidavits in connection with the business of that company and its associated companies. Expires July 12, 2007.

Upon recording, return to:

James F. Hartnett
General Motors Corporation
Worldwide Facilities Group
1 General Motors Drive, STE 2
Syracuse, New York 13206-1127

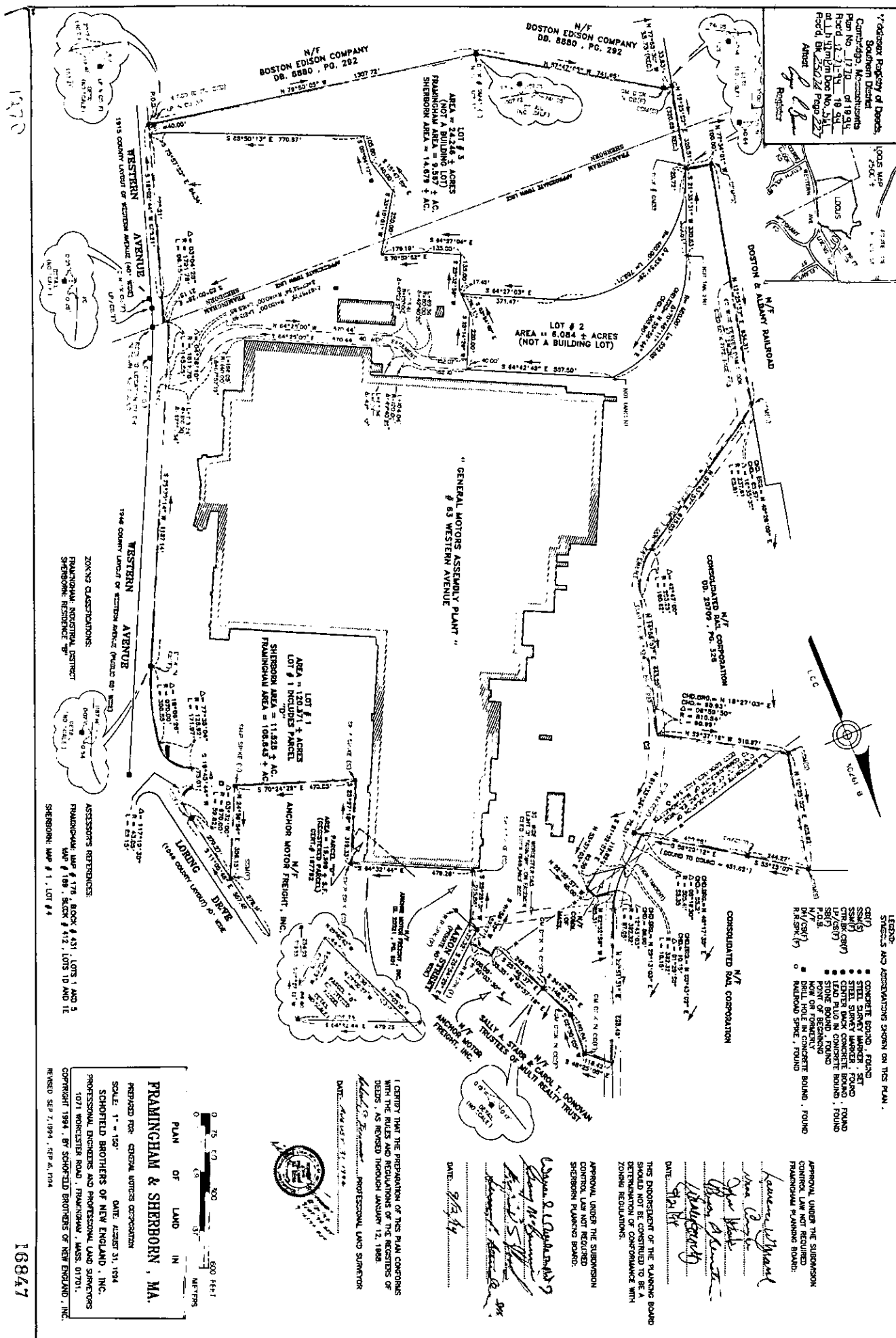
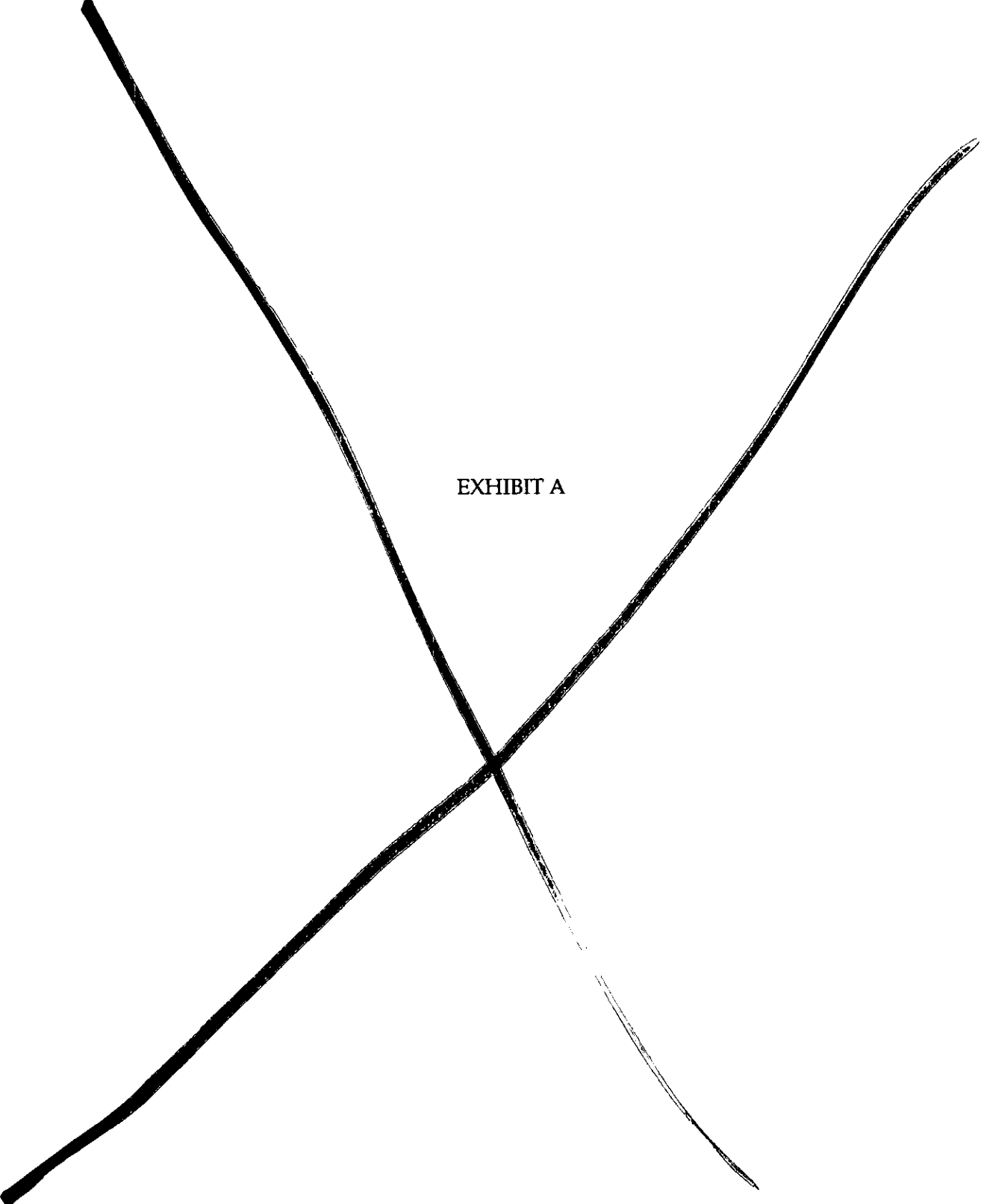


EXHIBIT A

A large, thick, black handwritten 'X' mark is drawn across the entire page, crossing out the content. The 'X' is formed by two intersecting diagonal lines that extend from the corners of the page towards the center.

BX 25074 PG 228

QUITCLAIM DEED

GENERAL MOTORS CORPORATION, a corporation duly established under the laws of Delaware, as Grantor, and having its principal place of business at 3044 West Grand Boulevard, Detroit, Michigan 48202, for consideration paid, and in full consideration of Eight Million One Hundred Fifty Thousand Dollars (\$8,150,000), grants to **ASSET HOLDINGS III, L.P.**, an Ohio limited partnership, as Grantee, with its principal place of business at c/o J.H. Management Corporation, One International Place, Boston, Massachusetts 02110-2624, with quitclaim covenants the land in Sherborn and Framingham, Commonwealth of Massachusetts, more particularly described on Exhibit "A" hereto, subject to the matters more particularly described on Exhibit "B" hereto.

*doing business in Massachusetts as Asset Holdings III, Limited Partnership

All owners, tenants and other occupants of the property herein conveyed hereby covenant and agree for themselves and those persons claiming by, through or under such parties that during the period of their respective ownership and/or occupancy, they shall not "treat," "store" or "dispose" of any "hazardous substances," "hazardous waste" or "toxic substance," as those terms are defined and regulated under CERCLA, 42 U.S.C. §9601 et seq., RCRA, 42 U.S.C. §6901 et seq., or TSCA, 15 U.S.C. §2601 et seq., on or below the property herein conveyed and shall maintain generator-only status; provided, however, that such parties may: (i) accumulate such substances or wastes as allowed under applicable laws and regulations, and (ii) use commercial products and raw materials on-site which may contain such substances. In the event any wastewater treatment would constitute treatment under RCRA, such parties may continue to treat wastewater which is generated on-site by such parties so long as such treatment is in accordance with the FWPCA, 33 U.S.C. §1251 et seq. and similar state statutes and such parties shall not be considered in breach of this provision; provided that such wastewater treatment must be in accordance with such revised provisions of RCRA and must be consistent with all other restrictions of this provision. The foregoing provisions shall run with the property herein conveyed for the benefit of the property retained by Grantor more particularly described on Exhibit "C" hereto and be binding on subsequent owners, tenants and users.

The above described premises do not constitute all or substantially all of the assets of General Motors Corporation within the Commonwealth of Massachusetts.

For Grantor's Title see Deeds referenced in Exhibit "A."

IN WITNESS WHEREOF, said General Motors Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Harry J. Pearce, its Executive Vice President, hereto duly authorized, this 29th day of November, 1994 and effective as of the 21st day of December, 1994.

Signed and sealed in presence of:

GENERAL MOTORS CORPORATION,
a Delaware corporation

Claudia Z. Killeen
CLAUDIA Z. KILLEEN

By:

Harry J. Pearce
Harry J. Pearce

Its: Executive Vice President

Patricia M. Chastney
PATRICIA M. CHASTNEY

and

Claudia Z. Killeen
CLAUDIA Z. KILLEEN

By:

E. Follin Smith
E. FOLLIN SMITH

Its: ASSISTANT TREASURER

TAX 37164.00
CASH 37164.00

91418015 16:27
EXCISE TAX

DEEDS REG 15
MIDDLE SOUTH

12/21/94

EXECUTION RECOMMENDED
ARGONAUT REALTY
BY C. Z. Killeen

30.00

562

12/21/94 01:42:49

Property Address: 63 Western Avenue, Framingham and Sherborn, MA

12/21/94 PLAN NUMBER: 00001270

25074

PAGE

227

BK 25074 PG 229

STATE OF MICHIGAN

Wayne County, SS

November 29, 1994

Then personally appeared the above-named HARRY J. TEARCE, EXECUTIVE,
VICE PRESIDENT of General Motors Corporation, a Delaware corporation, and acknowledged
 the foregoing instrument to be the free act and deed of General Motors Corporation, before me.

Melanie Moustakas

Notary Public

My Commission expires: 6/27/95

MELANIE MOUSTAKAS
 Notary Public, State of Michigan

STATE OF MICHIGAN

~~NEW YORK~~
~~NEW YORK~~
 Wayne County, SS

November 30, 1994

Then personally appeared the above-named E. FALLIN SMITH,
ASSISTANT TREASURER of General Motors Corporation, a Delaware corporation, and acknowledged
 the foregoing instrument to be the free act and deed of General Motors Corporation, before me.

John Russell

Notary Public

My Commission expires:

JOHN RUSSELL
 Notary Public, State of New York
 No. 31-4827818
 Qualified in New York County
 Commission Expires March 30, 1996

BX25074P230

EXHIBIT "A"

Legal Description

16847

Lot 1

A certain parcel of registered and unregistered land located on Western Avenue and Loring Drive in the Towns of Framingham and Sherborn, County of Middlesex, Commonwealth of Massachusetts and shown on a plan entitled "Plan of Land in Framingham and Sherborn, MA. Prepared for General Motors Corporation by Schofield Brothers of New England, Inc.; dated August 31, 1994; Scale 1" = 150'"; Revised September 7, 1994 and September 16, 1994." Said parcel of land being bounded and described as follows:

Beginning at a point at the Southeast corner of the parcel at the Northeast corner of Lot 3 as shown on above referenced plan on Western Avenue in Sherborn; thence

- N 75° 57' 59" W a distance of 64.34 feet to a point; thence
- N 66° 50' 13" W a distance of 770.87 feet to a point; thence
- N 06° 04' 17" E a distance of 105.00 feet to a point; thence
- N 15° 47' 59" W a distance of 140.00 feet to a point; thence
- N 33° 10' 01" E a distance of 250.00 feet crossing the town line into Framingham to a point; thence
- N 70° 50' 52" W a distance of 179.19 feet to a point; thence
- N 64° 27' 04" W a distance of 135.00 feet to a point; thence
- N 25° 32' 56" E a distance of 135.00 feet to a point; thence
- N 03° 54' 40" W a distance of 95.56 feet to a point; thence
- N 25° 14' 29" E a distance of 228.00 feet to a point; thence
- N 64° 42' 49" W a distance of 567.50 feet to a point of curvature which point is non-tangent; thence
- Southwesterly by a curve to the left having a radius of 460.00 feet, an arc length of 592.88 feet, a central angle of 70° 46' 11", a chord bearing of S 53° 56' 44" W and a chord distance of 555.90 feet to a point; thence
- S 21° 38' 31" W a distance of 330.53 feet to a disk in a concrete bound at land of The Boston & Albany Railroad, the last thirteen courses by other land of General Motors and shown as Lots 3 and 3 on the above referenced plan; thence
- N 77° 34' 01" W a distance of 100.00 feet to a steel survey marker; thence

16847-4 DEED

BK 25074 11:231

EXHIBIT "A"

Legal Description

N 12° 25' 59" E a distance of 934.31 feet to a steel survey marker at land of Consolidated Rail Corporation; the last two courses by land of The Boston & Albany Railroad; thence

 Northeasterly by a non-tangent curve to the right having a radius of 237.61 feet, an arc length of 68.81 feet, a central angle of 16° 35' 36", a chord bearing of N 49° 26' 09" E and a chord distance of 68.57 feet to a point; thence

 N 57° 43' 57" E a distance of 615.03 to a point of curvature; thence

 Northerly by a curve to the left having a radius of 255.28 feet, an arc length of 190.62 feet and a central angle of 42° 47' 00" to a point; thence

 N 14° 56' 57" E a distance of 443.20 feet to a point of curvature; thence

 Northerly by a curve to the right having a radius of 810.54 feet, an arc length of 98.99 feet and a central angle of 06° 59' 50" to a point; thence

 N 59° 37' 16" W A distance of 518.97 feet to a steel survey marker; thence

 N 12° 25' 59" E a distance of 455.62 feet to a steel survey marker; thence

 S 55° 28' 07" E a distance of 244.27 feet to a drill hole in a concrete bound; thence

 S 56° 20' 12" E a distance of 420.86 feet to a non-tangent point of curvature; thence

 Northeasterly by a curve to the right having a radius of 505.42 feet, an arc length of 55.35 feet, a central angle of 06° 16' 30", a chord bearing of N 48° 17' 36" E and a chord length of 55.32 feet to a point; thence

 N 51° 33' 34" E a distance of 75.31 feet to a point of curvature; thence

 Northeasterly by a curve to the left having a radius of 392.32 feet, an arc length of 10.15 feet, and a central angle of 01° 28' 58" to a point at land of the Commonwealth of Massachusetts, the last twelve courses by land of Consolidated Rail Corporation; thence

 S 81° 52' 57" E a distance of 119.82 feet to a point; thence

 N 53° 37' 03" E a distance of 62.50 feet to a point; thence

 N 22° 52' 57" W a distance of 45.00 feet to a point; thence

16847-4.DED

BK 25074 PG 232

EXHIBIT "A"

Legal Description

N 82° 52' 56" W a distance of 85.31 feet to a non-tangent point of curvature at land of Consolidated Rail Corporation. The last four courses by land of Commonwealth of Massachusetts; thence

Northeasterly by a curve to the left having a radius of 392.32 feet, an arc length of 87.08 feet, a central angle of 12° 43' 03", a chord bearing of N 29° 13' 03" E and a chord length of 86.90 feet to a point; thence

N 22° 51' 31" E a distance of 598.48 feet to a point at land of Multi Realty Trust, the last two courses by land of Consolidated Rail Corporation; thence

S 48° 25' 08" E a distance of 116.42 feet to a disk in a concrete bound; thence

S 02° 50' 05" W a distance of 160.04 to a disk in a concrete bound; thence

S 24° 25' 25" E a distance of 148.17 feet to a disk in a concrete bound at land of Anchor Motor Freight, Inc., the last three courses by land of the Trustees of Multi Realty Trust; thence

S 25° 48' 37" E a distance of 242.98 feet to a point; thence

N 49° 57' 18" E a distance of 35.35 feet to a point; thence

S 40° 03' 30" E a distance of 100.00 feet to a point at the sideline of Aaron Street, the last three courses by land of Anchor Motor Freight, Inc.; thence

S 49° 56' 30" W a distance of 59.17 feet to a railroad spike; thence

S 25° 54' 29" E a distance of 37.32 feet to a point at land of Anchor Motor Freight, Inc., the last two courses by Aaron Street; thence

S 25° 28' 39" W a distance of 215.86 feet to a point; thence

S 64° 32' 44" E a distance of 479.26 feet to a ship spike; thence

S 25° 27' 16" W a distance of 319.33 feet to a ship spike; thence

S 70° 24' 29" E a distance of 470.55 feet to a ship spike; thence

N 24° 56' 54" E a distance of 356.15 feet to a steel survey marker at the sideline of Loring Drive, the last five courses by land of Anchor Motor Freight, Inc.; thence

S 11° 05' 46" E a distance of 279.27 feet to a stone bound at a point of curvature; thence

BK 25074 PG 233

EXHIBIT "A"

Legal Description

Southwesterly by a curve to the right having a radius of 970.00 feet, an arc length of 59.82 feet and a central angle of 03° 32' 00" to a point of compound curvature; thence

Southwesterly by a curve to the right having a radius of 43.05 feet, an arc length of 88.15 feet, and a central angle of 117° 19' 30" to a point; thence

S 19° 45' 44" W a distance of 75.01 feet to a point of curvature; thence

Southeasterly by a curve to the right having a radius of 126.92 feet, an arc length of 171.97 feet and a central angle of 77° 38' 04" to a point of compound curvature; thence

Southerly by a curve to the right having a radius of 970.00 feet, an arc length of 306.55 feet and a central angle of 18° 06' 26" to a disk in a concrete bound; thence

S 25° 30' 14" W a distance of 1187.14 feet to a point of curvature; thence

Southwesterly by a curve to the left having a radius of 1811.76 feet, an arc length of 145.55 feet and a central angle of 04° 36' 10" to a point on the townline of Framingham and Sherborn, the last eight courses by the sideline of Loring Drive and Western Avenue in Framingham; thence

S 88° 00' 26" E a distance of 21.15 feet along the town line to a point of curvature; thence

Southwesterly by a curve to the left having a radius of 1791.76 feet, an arc length of 96.15 feet and a central angle of 03° 04' 28" to a point; thence

S 18° 02' 44" W a distance of 628.21 feet to the point of beginning, the last three courses by the sideline of Western Avenue.

REPLACES
The above described parcel of land contains an area of 120.371 acres more or less, according to said plan. There is included within the land described above as Lot 1, the parcel of registered land shown as Lot 5 on Land Court Plan No. 30261C described in Certificate of Title No. 187792.

For Grantor's title see the deeds recorded with the Middlesex County (Southern District) Registry of Deeds at Book 6911, Page 572, Book 6911, Page 574, Book 6911, Page 576, Book 7172, Page 565, Book 7172, Page 577, Book 11640, Page 18 and Book 20521, Page 575 and Certificate of Title No. 187792 on file with the Middlesex County (Southern District) Registry District of the Land Court.

BK 25074 PG 234

EXHIBIT "B"

EXCEPTIONS TO TITLE

1. Real estate taxes, if any, not yet due and payable.
2. Any special assessments imposed upon or becoming a lien against said premises after the date hereof.
3. Rights of the public and adjoining property owners in streets and highways abutting and adjacent to the premises.
4. Easements, covenants, and restrictions of public record.

DET05/5279.1

25074 PG 235

EXHIBIT "C"

Legal Description

Lot 2

A certain parcel of land located off Western Avenue in the Town of Framingham, County of Middlesex, Commonwealth of Massachusetts and shown on a plan entitled "Plan of Land in Framingham and Sherborn, MA; Prepared for General Motors Corporation by Schofield Brothers of New England, Inc.; dated August 31, 1994; Scale 1" = 150' "; Revised September 7, 1994 and September 16, 1994. Said parcel of land being bounded and described as follows:

Beginning at a point at the northwest corner of the parcel near the southwesterly corner of the General Motors Assembly Plant; thence

S 64° 42' 49" E a distance of 567.50 feet to a point; thence

S 25° 14' 29" W a distance of 220.00 feet to a point; thence

S 03° 54' 40" E a distance of 78.11 feet to a point; thence

N 64° 27' 03" W a distance of 371.47 feet to a point of curvature; thence

Southwesterly by a curve to the left having a radius of 480.00 feet, an arc length of 786.71 feet and a central angle 93° 54' 26" to a point; thence

N 21° 38' 31" E a distance of 309.81 feet to a point of curvature which point is not tangent; thence

Northeasterly by a curve to the right having a radius of 480.00 feet, an arc length of 592.88 feet, a central angle of 70° 46' 11", a chord bearing of N 53° 56' 44" E and a chord distance of 555.90 feet to the point of beginning.

The above described parcel of land contains an area of 6.084± acres more or less and is shown as Lot 2 on the above referenced plan.

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BK 25074 PG 236

EXHIBIT "C"

Legal Description

Lot 3 -

A certain parcel of land located on Western Avenue in the Towns of Framingham and Sherborn, County of Middlesex, Commonwealth of Massachusetts and shown on a plan entitled "Plan of Land in Framingham and Sherborn, MA; Prepared for General Motors Corporation by Schofield Brothers of New England, Inc.; dated August 31, 1994; Scale 1" = 150' "; Revised September 7, 1994 and September 16, 1994. Said parcel of land being bounded and described as follows:

Beginning at a point at the southeasterly corner of the parcel on the westerly line of Western Avenue in Sherborn at land of Boston Edison Company, said point being the Point of Beginning (P.O.B.); thence

N 79° 50' 05" W a distance of 1307.72 feet to a disk in a concrete bound;
thence

N 57° 47' 05" W a distance of 741.95 feet to a disk in a concrete bound;
thence

N 77° 58' 36" W a distance of 33.83 to a steel survey marker, at land of Boston & Albany Railroad, the last three courses by land now or formerly of Boston Edison Company; thence

N 12° 25' 59" E a distance of 320.51 feet by land of Boston and Albany Railroad crossing the townline from Sherborn into Framingham to a disk in a concrete bound at other land of General Motors;
thence

N 21° 38' 31" E a distance of 20.72 feet to a point; thence

Northeasterly by a curve to the right having a radius of 480.00 feet, an arc length of 786.71 feet and a central angle of 93° 54' 26";
thence

S 64° 27' 03" E a distance of 371.47 feet to a point; thence

S 03° 54' 40" E a distance of 17.45 feet to a point; thence

S 25° 32' 56" W a distance of 135.00 feet to a point; thence

S 64° 27' 04" E a distance of 135.00 feet to a point; thence

S 70° 50' 52" E a distance of 179.19 feet to a point; thence

S 33° 10' 01" W a distance of 250.00 feet crossing the town line into Sherborn to a point; thence

S 15° 47' 59" E a distance of 140.00 feet to a point; thence

S 06° 04' 17" W a distance of 105.00 feet to a point; thence

S 66° 50' 13" E a distance of 770.87 feet to a point; thence

S 75° 57' 59" E a distance of 64.34 feet to a point on the westerly line of Western Avenue, the last twelve courses by other land of General Motors; thence

S 18° 02' 44" W a distance of 40.00 feet by the westerly line of Western Avenue to the point of beginning.

The above described parcel of land contains an area of 24.246± acres more or less and is shown as Lot 3 on the above referenced plan.

EXHIBIT A-1
PART 1

22447

Parcel Description
Activity and Use Limitation Easement 2
(A.U.L. 2)

A certain parcel of land located on the westerly side of Western Avenue in the Town of Framingham, County of Middlesex, Commonwealth of Massachusetts, being shown as A.U.L. 2 on a plan entitled "Activity and Use Limitation Plan in Framingham, Massachusetts, (Middlesex County), Prepared for: Conestoga-Rovers Associates, Scale: 1" = 40' Date: December 6, 2006, Schofield Brothers of New England, Inc." said parcel of land being bounded and described as follows:

Commencing at the northwesterly side of said parcel on the northerly side of Lot 2 at land of now or formerly Asset Holdings III LP said point being on a curve 313.11 feet southwest of a magnetic nail set (MAG(S)), said point being the POINT OF BEGINNING; thence

Northeasterly along a curve to the right having a radius of three hundred eighteen and no hundredths feet (318.00'), a length of two hundred forty four and thirty-eight hundredths feet (294.55') and a delta angle of 44° 05' 53" to a point; thence

N 85° 29' 01" E a distance of forty-one and twenty-four hundredths feet (41.24') to a point at a curve; thence

Southeasterly along a curve to the right having a radius of three hundred one and no hundredths feet (301.00') a length of two hundred eighteen and eighty-four hundredths feet (218.84') and a delta angle of 41° 39' 24" to a point; thence

S 52° 51' 35" E a distance of sixty-one and forty-eight hundredths feet (61.48') to a point; thence

S 66° 49' 08" E a distance of sixty-seven and sixty-three hundredths feet (67.63') to a point; thence

S 55° 31' 59" E a distance of forty-one and forty-nine hundredths feet (41.49') to a point; thence

S 40° 28' 30" E a distance of seven and sixty-nine hundredths feet (7.69') to a point said point being the northerly property line of Lot 2 at said land of Asset Holdings III LP; thence

N 64° 42' 49" W a distance of three hundred forty eight and eighty-eight hundredths feet (348.88') along the northerly property line of Lot 2 at said land of Asset Holdings III LP to a magnetic nail set at a non tangent curve; thence

Southwesterly along a curve to the left having a radius of four hundred eighty and no hundredths feet (480.00'), a length of three hundred eighteen and ninety-five hundredths feet (318.95') a delta angle of 38° 04' 18" a chord bearing of S 70° 17' 41" W and a chord distance of three hundred thirteen and eleven hundredths feet (313.11') to the point of beginning.

The above described parcel of land contains an area of 8,229 square feet, more or less, according to said plan.

EXHIBIT A-1
PART 2

22447

Parcel Description
Activity and Use Limitation Easement 3
(A.U.L. 3)

A certain parcel of land located on the westerly side of Western Avenue in the Town of Framingham, County of Middlesex, Commonwealth of Massachusetts, being shown as A.U.L. 3 on a plan entitled "Activity and Use Limitation Plan in Framingham, Massachusetts, (Middlesex County), Prepared for: Conestoga-Rovers Associates, Scale: 1" = 40' Date: December 6, 2006, Schofield Brothers of New England, Inc." said parcel of land being bounded and described as follows:

Commencing at the northerly corner of said parcel on the westerly side of the Lot 2 at land of now or formerly Asset Holdings III LP said point being 81.44 feet southwest of a steel survey marker set (SSM(S)), said point being the POINT OF BEGINNING; thence

S 21° 38' 31" W a distance of forty-one and ninety hundredths feet (41.90') by Lot 2 to a point; thence

N 47° 18' 15" W a distance of six and seventy-two hundredths feet (6.72') to a point; thence

N 30° 40' 11" E a distance of thirty-nine and ninety-eight hundredths feet (39.98') to the point of beginning.

The above described parcel of land contains an area of 131 square feet, more or less, according to said plan.

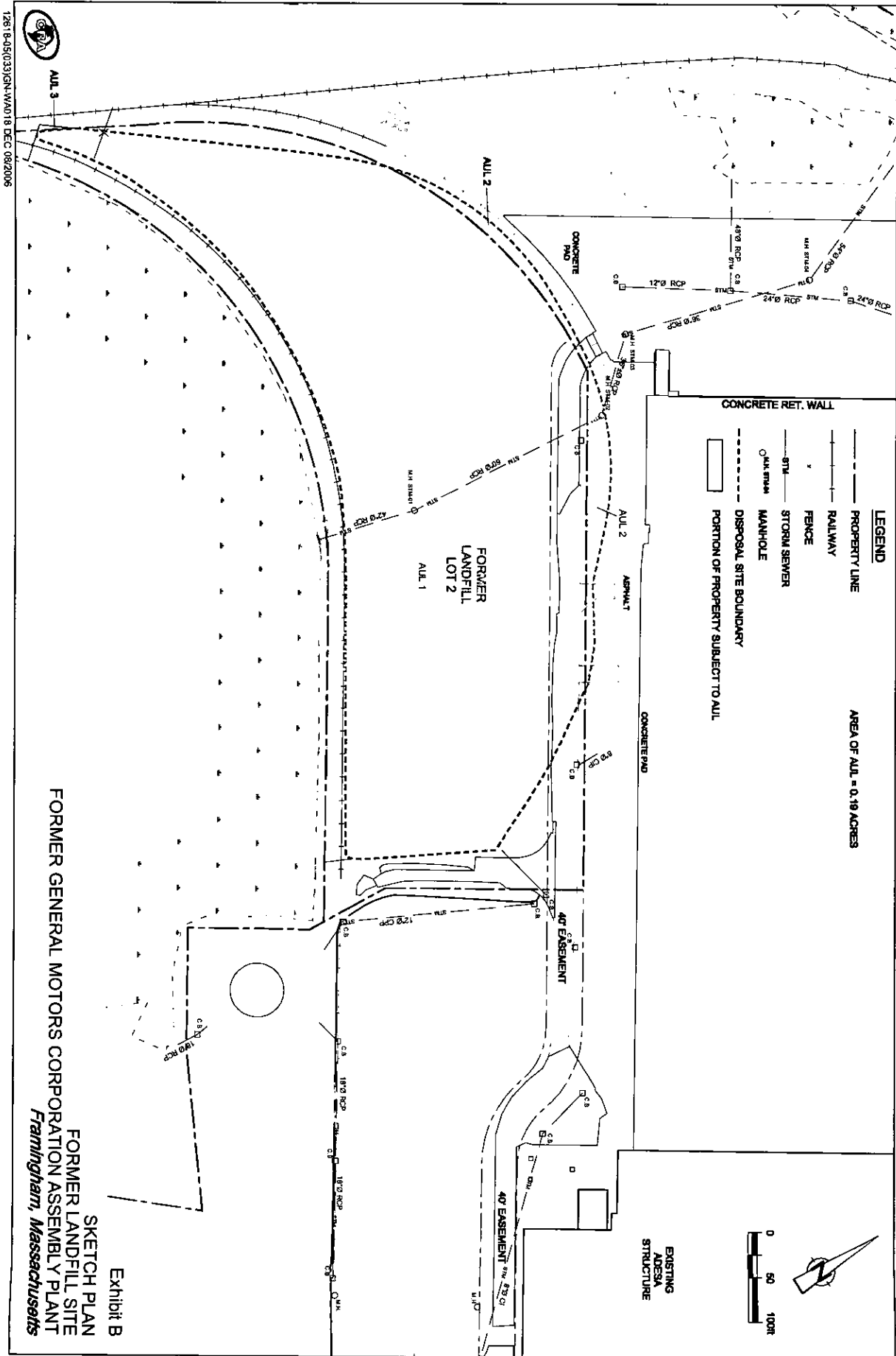


EXHIBIT C

ACTIVITY AND USE LIMITATION OPINION

In accordance with the requirements of 310 CMR 40.1074, this Activity and Use Limitation (AUL) Opinion has been prepared to support a Notice of AUL for a portion of a parcel of land owned by ASSET Holdings III, LP (ASSET), located at 63 Western Avenue, Framingham, Middlesex County, Massachusetts, 01702-7403 (Site).

Site History

The Site consists of an approximately 5-acre area located on the southwest side of the property. Between 1947 and 1970, waste material from the former General Motors Corporation (GM) assembly plant was placed into a depression in the ground between two rail spurs up to approximately 25 feet (ft) in maximum depth and typically 15 ft in depth consistent with accepted business practices. Between 1947 and 1964, waste materials deposited at the Site were reportedly burned as part of disposal activities. Waste disposal activities were discontinued in 1970. In accordance with the Massachusetts Solid Waste Regulations and guidance, former landfill sites that were not used on or after 1971 are adequately regulated if they are investigated and remediated in accordance with the Massachusetts Contingency Plan (MCP). In 1990, the Site was graded with fill and covered with approximately one foot of granular/fill material. In 1994, ASSET purchased a portion of the GM property where the disposal Site is located.

Massachusetts Contingency Plan Comprehensive Response Action

The historical and existing Site conditions, based on extensive environmental investigations including waste material types and oil and/or hazardous materials (OHM) types and levels were described in the Interim and Final Phase II Comprehensive Site Assessment (CSA) Reports by Conestoga-Rovers & Associates (CRA), that were submitted to the Massachusetts Department of Environmental Protection (MA DEP) in July 2005 and August 2005, respectively. The Phase II CSA Report included a Method 3 Risk Characterization (both human health and ecological risk assessments). The primary potential threats to human health and the

environment are direct exposure to surficial waste and contaminated soils and potential infiltration to stormwater in the stormwater sewer, which transects the Site. Contaminants of concern in soil/waste include polynuclear aromatic hydrocarbons (PAHs), antimony, cadmium, lead, manganese, nickel, and zinc. Historical and two current rounds of groundwater monitoring data indicate that there are no impacts to groundwater at or in the vicinity of the Site. The wetlands adjacent to the Site are addressed as part of the Comprehensive Response Action for a separate disposal site (RTN: 3-4356) Beaverdam Brook.

Reason for Activity and Use Limitation

Based on the Method 3 Risk Characterization, a condition of No Significant Risk was not achieved for a trespasser's cumulative exposure to surface soils, sediment, and surface water, and a construction worker's exposure to soils and groundwater during potential future construction activities. Exposure routes for the trespasser included ingestion and dermal contact and for the construction worker exposure routes included ingestion, dermal contact, and inhalation. A level of No Significant Risk was determined for public welfare and safety, and it was determined that there was no potential for significant harm to environmental receptors from the Ecological Risk Assessment. In order to evaluate appropriate alternatives and select the preferred response action to achieve a level of No Significant Risk for all current and foreseeable future activities, a Phase III Remedial Action Plan/Feasibility Study was completed. The Remedial Action Plan/Feasibility Study determined that an engineered barrier with and AUL and ongoing Operation, Maintenance and Monitoring was the preferred remedial alternative. A Phase IV Remedy Implementation Plan (RIP) was prepared based on the selected remedy. The remedy included an engineered barrier consisting of soil and/or asphalt pavement layers over the former disposal Site, and the lining of the storm sewer to prevent the infiltration of OHM into storm water.

In order to ensure that a level of No Significant Risk is maintained at the Site, an AUL is necessary to restrict future Site activities and uses consistent with the conclusions of the Phase II CSA Risk Characterization and Phase III Remedial Action Plan/Feasibility Study, and maintain the response actions implemented in accordance with the Phase IV RIP.

Permitted Uses and Activities

- (i) vehicular parking and vehicular traffic which do not compromise the structural integrity of the asphalt engineered barrier and/or do not disturb contaminated soil located beneath the asphalt barrier. To meet this requirement, no more than 3 trucks with a combined maximum gross vehicle weight (GVW) of 40 tons can use the parking lot in

any 24-hour period and no truck with an individual GVW exceeding 40 tons can use the parking lot;

- (ii) excavation associated with emergency or short term (three months or less) underground utility and/or construction work, provided it is conducted in accordance with a Soil Management Plan and a Health and Safety Plan and involves the repair and replacement of the soil and asphalt barrier and storm sewer lining with a comparable barrier immediately following the completion of the project;
- (iii) activities and uses which are not identified by this Opinion as being inconsistent with maintaining a condition of No Significant Risk; and
- (iv) such other activities and uses which, in the Opinion of an LSP shall present no greater risk or harm to health, safety, public welfare, or the environment than the activities and uses set forth in this paragraph.

Restricted Uses and Activities

- (i) use of a portion of the property as a residence, school (except adult education), daycare, nursery, recreational area, and/or any other use at which a child's presence is likely;
- (ii) any activity including, but not limited to excavation and removal of the soil and asphalt barrier and any activity associated with the lined storm sewer which is likely to disturb contaminated soil/waste located below the engineered barrier, associated with underground utility and/or construction work, without prior development and implementation of a Soil Management Plan and a Health and Safety Plan; and
- (iii) any activity which is likely to disturb contaminated soil/waste located beneath the engineered barrier (asphalt cover and soil cover) and the storm sewer lining, unless such activity is first evaluated by an LSP who renders an Opinion stating such activity is consistent with maintaining a condition of No Significant Risk.

Obligations and Conditions

- (i) Continued Operation, Maintenance and Monitoring (OMM) of the Site remedy must be conducted in accordance with the Final OMM Plan (Appendix to the As-Built Construction Report and Response Action Outcome Statement, Conestoga-Rovers & Associates, December 2006);

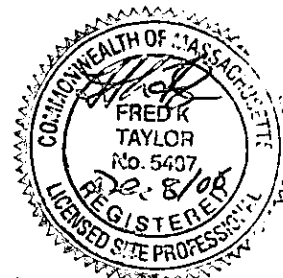
- (ii) A Health and Safety Plan and a Soil Management Plan must be prepared and implemented prior to the commencement of any excavation and removal of the soil and asphalt barrier which is likely to disturb contaminated soil/waste located below the engineered barrier, associated with underground utility and/or construction work within the AUL area. The Health and Safety and Soil Management plans must be developed and implemented in accordance with the following guidelines:
- (a) The Soil Management Plan must be prepared and overseen by an LSP and should describe appropriate excavation, handling, waste management, storage, transport and disposal procedures and include a description of engineering controls and air monitoring procedures to ensure that there is no greater risk or harm to health, safety, public welfare, or the environment due to the activities and uses set forth in this paragraph. On-Site workers must be informed of the requirements of the Soil Management Plan, and the plan must be readily available throughout the course of the project; and
- (b) A Certified Industrial Hygienist must oversee the preparation of the Health and Safety Plan. The plan should clearly identify the location of contamination and specifically identify the types of personal protective equipment, monitoring devices, and engineering controls necessary to ensure that the workers are not exposed to unacceptable levels of contamination through any routes of exposure. Workers who may come into contact with the contaminated soil/waste must be trained in the requirements of the Health and Safety Plan, and the plan must be available on Site throughout the course of the project;
- (ii) Contaminated soil/waste located below the engineered barrier must remain within the AUL Area and may not be relocated, unless such activity is first evaluated by an LSP who renders an Opinion that such relocation is consistent with maintaining a condition of No Significant Risk.

LSP:

Fred K. Taylor
Fred K. Taylor, Licensed Site Professional

Date:

December 8, 2006



Angela C. Brown
Angela C. Brown, S. Registrar

Middlesex South Registry of Deeds

Electronically Recorded Document

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Document Number	: 117305
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Recorded Time	: 09:35:28 AM
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Number of Pages(including cover sheet)	: 19
Receipt Number	: 2109246
Recording Fee	: \$75.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

ENVIRONMENTAL EASEMENT AGREEMENT

Dated as of 7-25, 2017

Between

GRANTOR:

FIRST WESTERN LLC

And

GRANTEE:

REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST

Affecting Property Located at:
Zero Western Avenue and 63 Western Avenue

Tax Parcel Identification Numbers:
11-0001-0000-4A and 176-0431-0002
Towns of Sherborn and Framingham, Middlesex County, Commonwealth of Massachusetts

ENVIRONMENTAL EASEMENT AGREEMENT

THIS ENVIRONMENTAL EASEMENT AGREEMENT (this "**Agreement**") is made as of 7-25, 2017 (the "**Effective Date**"), between **FIRST WESTERN LLC**, a Massachusetts limited liability company, whose address is 817 Worcester Street, Natick, Massachusetts 01760 ("**Grantor**"), and **REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST**, a trust formed under the laws of the State of New York, the address of which is 500 Woodward Avenue, Suite 2650, Detroit, Michigan 48226 ("**Trust**" or "**Grantee**"). Grantor and Grantee (or Trust) are collectively referred to herein as the "**Parties.**" Certain defined terms used herein and not otherwise defined in the body of this Agreement are included in Section 5 below.

RECITALS

A. Grantor and the Trust's wholly-owned affiliate RACER Properties LLC, ("**RACER Properties,**" a Delaware limited liability company), entered into that certain Purchase and Sale Agreement dated as of April 17, 2017 (as modified, amended, restated, supplemented and/or assigned, the "**PSA**"), pursuant to which Grantor has agreed to purchase from RACER Properties certain real property and improvements (if any) located at Zero Western Avenue and 63 Western Avenue, Tax Parcel Identification Numbers 11-0001-0000-4A and 176-0431-0002, Towns of Sherborn and Framingham, Commonwealth of Massachusetts ("**State**"), as more particularly described on **Exhibit A** attached hereto (the "**Property**").

B. Pursuant to that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, and all documents issued relating thereto, including the Settlement Agreement ("**Settlement Agreement**") issued by United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Documents**"), subject to funding and other limitations described therein, Grantee is obligated with its successors and assigns to conduct certain Environmental Actions at, on, in, under or about the Property, or otherwise to comply with Environmental Laws and the requirements of any other governmental agency or authority, in each case having jurisdiction over the Property (each, a "**Governmental Authority**"), including without limitation, the United States Environmental Protection Agency ("**USEPA**"), and the Massachusetts Department of Environmental Protection ("**MADEP**"). As identified in Attachment A of the Settlement Agreement, as of the Effective Date, the Governmental Authority with the lead oversight role for the Property's Environmental Action is MADEP.

C. This Agreement is a condition to the closing of the transfer of the Property pursuant to the PSA and is made in furtherance of the Settlement Agreement to protect the public health, safety, and welfare, and the environment, and is intended to be contemporaneously recorded with the title to the Property in the appropriate real estate records in the county in which the Property is located.

D. The interest conveyed hereby is further subject to (A) a Notice of Activity and Use Limitation dated December 15, 2006, recorded in Middlesex South Registry of Deeds, Massachusetts on January 16, 2007, in connection with that certain Activity and Use Limitation Opinion, as recorded in Book 48839, Page 241; and (B) a Confirmatory Notice of Activity and Use Limitation dated June 3, 2011, recorded in Middlesex South Registry of Deeds, Massachusetts on June 10, 2011, in connection with that certain Activity and Use Limitation of Opinion, as recorded in Book 57033, Page 442.

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. EASEMENT.

1.1 Grant of Easement. Grantor, for itself and all Persons who shall succeed to any interest, directly or indirectly, in any portion of the Property and/or any improvements thereon and appurtenances thereto, by sale, assignment, conveyance, pledge, condemnation, succession upon default or foreclosure or by operation of law or by lease, sublease, license or any other transfer (collectively, "**Grantor's Successors**"), hereby grants, conveys and transfers to Grantee and its respective agents, employees, contractors, representatives, servants, tenants, subtenants, licensees, sublicensees, invitees, officers, directors, stakeholders, owners, divisions, subsidiaries, affiliates, heirs, successors and assigns, and such other Persons over which Grantee exerts control ("**Grantee's Representatives**") and any applicable Governmental Authority (including any representative thereof), a non-exclusive, rent-free easement (the "**Easement**") over the Property, including all improvements, structures, and facilities located thereon as are required or desired for the following limited purposes, and those purposes incidental thereto (collectively, the "**Easement Rights**"): (a) conducting and completing any Environmental Actions; (b) ensuring and enforcing compliance with any work plans, remedial action plans, or other plans approved by a Governmental Authority with respect to Environmental Actions, including the right to inspect the operation of the Environmental Actions, including without limitation any Remediation and Redevelopment Coordination Plan approved by the Grantor pursuant to the PSA (the "**RRCP**"), conducted at, on, in, under, or about the Property, including the right to inspect the operation of the Environmental Actions, and to perform any actions necessary to oversee compliance with the applicable plan; (c) access, ingress and egress to, from and over such portions of the Property as is required to perform and monitor the Environmental Actions and otherwise utilize the Easement; (d) recording any easements, subject to Grantor's approval, needed for any Remediation Systems; and (e) such access as is lawfully required by the Governmental Authorities to supervise and oversee the Environmental Actions. Grantor and Grantor's Successors are collectively referred to herein as "**Owner.**"

1.2 Any access rights granted under this Agreement shall not (nor are they intended to) expand, diminish, or modify any rights of any Governmental Authority under existing Environmental Laws to take any action of any kind with respect to Grantor, Owner (or any of Owner's agents, employees, contractors, representatives, servants, tenants, subtenants, licensees, sublicensees, invitees, officers, directors, stakeholders, divisions, subsidiaries, affiliates, heirs, successors and assigns, and such other Persons over which Owner exerts control ("**Owner's Representatives**")), or Grantee.

SECTION 2. EASEMENT DURATION AND TERMINATION.

2.1 Nature of Easement. The Easement, and all rights, obligations, covenants, and conditions set forth in this Agreement, shall be construed as both covenants and conditions running with the land, and continue to be easements, servitudes, charges and encumbrances appertaining to and upon, and covenants benefiting, binding and running with, the land, buildings and improvements now or later existing upon or within the Property. Grantee's interests herein shall be enforceable as an irrevocable easement running with Property, coupled with an interest, and enforceable against Grantor and Owner (and their respective Representatives) and all third parties claiming an interest in the Property through any of them. Grantor and any future Owner of all or a portion of the Property, or any interest therein, shall

automatically be deemed by acceptance of title thereto to have assumed all rights and obligations created under this Agreement pertaining to such lands. The conveyance by Grantor or any future Owner of fee simple title to any of the Property, whether voluntarily or by operation of law, shall relieve only such Owner, of all obligations and Liabilities thereafter accruing hereunder.

2.2 Termination Event. The Easement and Easement Rights, and Grantee's rights and obligations hereunder with respect thereto, shall remain in full force and effect until USEPA and/or MADEP otherwise unconditionally waives or releases, in writing (a "**Governmental Authority Determination**"), Grantee from any and all further obligations and Liabilities with respect to Environmental Actions in, on, or at the Property (a "**Termination Event**"). Owner shall also have the right to seek, after notice and consultation with Grantee, a Governmental Authority Determination that the Easement is no longer required at any time. In the event a Governmental Authority re-opens any investigation of the Environmental Conditions on the Property after a Termination Event, and notice of such re-opening is provided to Owner, Grantee shall have the right to access the Property in accordance with this Agreement.

2.3 Easement Termination and Release. Within thirty (30) days following such Termination Event, the Trust shall deliver to Owner an executed and acknowledged agreement (the "**Termination Amendment**") providing for the amendment and modification of this Agreement to terminate the Easement Rights, and release and relinquish the Easement.

SECTION 3. USE, OPERATION, AND COOPERATION.

3.1 Grantee Access and Activities.

3.1.1 Grantee and/or Grantee Representatives may access and use the Property, at all reasonable times and in accordance with the terms of this Agreement, for purposes of exercising the Easement Rights, so long as Owner is provided with at least seventy-two (72) hours prior notice, except in the event of an Emergency, or when otherwise required by any and all laws, statutes, ordinances, rules, or orders of any Governmental Authority having jurisdiction over the Property ("**Laws**"), in which case, the Grantee shall provide Owner with such advance notice as is reasonable under the circumstances. A Governmental Authority (or its representatives) and/or Owner (and/or Owner's Representatives) shall be permitted, should either so choose, to accompany Grantee during the exercise of the Easement Rights; provided that Grantee's exercise of its Easement Rights shall not be restricted in the event Owner or Governmental Authority is unable to be present.

3.1.2 With respect to any Pre-Existing Environmental Conditions, Grantee shall, solely in accordance with the Settlement Agreement, this Agreement, and budgets and plans approved by the appropriate Governmental Authorities: (a) exclusively conduct, or have conducted, all Environmental Actions at the Property, and design, install, operate, and maintain all Remediation Systems, without unreasonably interfering with Owner's operations thereon or the use and development thereof (provided Owner has previously provided Grantee with a description of Owner's use, development, and operations; and (b) provide Owner with all reports on the progress and resolution of such Environmental Actions that are provided to appropriate Governmental Authorities, and related communications from such Governmental Authorities concerning same.

3.1.3 Notwithstanding the foregoing or anything to the contrary set forth elsewhere herein, Owner shall be responsible for all costs caused by, arising from, or related to: (a) any reconfiguration or relocation of any Remediation Systems requested by Owner;

and (b) any damage to or by any Remediation Systems to the extent resulting from the negligence or willful misconduct of Owner or any Owner Representative, except to the extent caused by Grantee or any of Grantee's Representatives.

3.2 Owner's Activities and Restrictions on Use.

3.2.1 Owner may use the Property only for nonresidential uses that are compatible with Restrictions set forth in any Restrictive Covenant, or similar document, recorded against the Property (the "**Intended Use**") and for no other purpose. Any modifications required at, in, on, or below the Property by Owner to accommodate such Intended Use (the "**Development Activities**") shall be the sole obligation of Owner and conducted at such Owner's sole expense and shall be performed in accordance with any RRCP, so as to not: (a) exacerbate any Environmental Condition; (b) violate any Restrictions in any Restrictive Covenant; or (c) unreasonably or materially interfere with, disrupt, impair, inhibit, impede, prevent, restrict, or otherwise impact (collectively, "**Impact**") any Environmental Action, to the extent performed pursuant to or in accordance with this Agreement, the Settlement Agreement, or as directed by a Governmental Authority. The Trust and all those acting through and/or under the Trust acknowledge that the Grantor intends to use the Property for the purposes of operating a vehicle storage facility and that the term "vehicle" shall include without limitation, cars, trucks, trailers, campers, buses, boats, vessels, motorhomes, motorcycles, tractors, wheeled construction equipment and other equipment or vehicles fitting the general description set out above and that, if the Property is used by Grantor or any other Owner for such use, it is, in relation to any restrictions on the Property, an acceptable use, subject to all federal and state regulations applying to the site.

3.2.2 No permanent markers may be placed on the Property without Owner's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, however, any markers required by Law or any applicable Governmental Authority shall be placed in accordance with the specific requirements thereof. Upon granting such consent, Owner shall not remove, cover, obscure, or otherwise alter or interfere with the permanent markers placed on the Property, if required by USEPA, MADEP or any other Governmental Authority, or otherwise in connection with the performance of any other Environmental Actions. To the extent required by any Governmental Authority, Owner shall keep vegetation and other materials clear of the permanent markers to assure that the markers are readily visible.

3.3. Owner's Environmental Responsibilities.

3.3.1. Except as otherwise provided in this Agreement, Owner shall be responsible for any and all Environmental Compliance Liabilities to the extent caused by and arising from, or relating to: (a) any Pre-Existing Environmental Conditions exacerbated by Owner or any Owner's Representatives; (b) violations of Owner's due care or continuing obligations (if any); or (c) any Environmental Condition caused by Owner or any Owner's Representatives. Without limiting the generality of the foregoing, to the extent any Release or Environmental Condition on, at or affecting the Property is caused by, arises from, or relates to any act or omission of Owner, or any of Owner's Representatives, in violation of any Environmental Laws, any Restrictive Covenant, due care plan (or similar document), or this Agreement, then Owner, at its sole expense, shall conduct appropriate environmental response actions to remove, or mitigate exposure to, the Release and/or Environmental Condition, in compliance with any applicable Environmental Laws and any Governmental Authority directive.

3.3.2. In the event an Environmental Condition is discovered on the Property that: (a) is not a Pre-Existing Environmental Condition; and (b) was not caused by Owner or any Owner's Representative; (i) as between Owner, RACER Properties, and Grantee, Owner shall have no liability or responsibility with respect to such Environmental Condition (except as specifically set forth above); and (ii) subject to the terms (including the funding limitations therein) of the Settlement Agreement and approval of any remediation action by the applicable Governmental Authorities, such Environmental Condition may, as determined solely by Grantee and the applicable Governmental Authorities, be deemed a Pre-Existing Environmental Condition, in which case it is subject to Section 3.1.2. Owner specifically waives any Claims (as defined below) against RACER (as defined below) or the Property with respect to any matters relating to clause (ii) above.

3.3.3. From and after the recording of this Agreement, Owner hereby assumes, at its sole expense and liability, the obligation to do all of the following in accordance with Environmental Law and this Agreement and any RRCP: (a) to properly operate, maintain, manage, remediate and dispose of any Surface Materials; (b) exercise its due care and/or comply with its continuing obligations (if any) relating to the Environmental Conditions; and (c) to perform and complete any and all: (i) demolition or renovations of improvements at the Property which are required by Law, or otherwise deemed necessary or desirable by Owner; and (ii) obligations with respect to the redevelopment, improvement and operation of the Property, and any Environmental Condition there at, on, in, under, or about, including but not limited to any obligations under any Environmental Law.

3.3.4. Notwithstanding anything to the contrary set forth in this Agreement, with respect to any Pre-Existing Environmental Condition, neither Owner, nor any Owner Representative, shall: (a) voluntarily report or otherwise communicate with any Governmental Authorities, except to the extent such report or communication is: (i) required by Environmental Law, including, but not limited, in connection with Owner's performance of a Baseline Environmental Assessment or similar document, and preparation and implementation of any Due Care Plan or similar document, and efforts to obtain a prospective purchaser agreement or similar agreement from a Governmental Authority; (ii) in response to an order, directive, demand, or specific request of such Governmental Authorities; (iii) reasonably related to Owner's obligations under a Development Agreement or a brownfield plan, work plan or similar plans or documents associated with the funding of Owner's activities on the Property that are required to be disclosed to any third party in connection with such funding; or (iv) reasonably necessary to defend against or otherwise respond to a third party claim against Owner; or (b) except in connection with any of the foregoing, take any other action which is intended to result in any Governmental Authority or third party requesting or requiring Grantee to take, perform or cease any activity on or with respect to the Property, or increasing the cost or scope of any Environmental Actions. Without prejudice to the foregoing, Owner and Owner's Representatives shall further notify Grantee in writing in advance of any permitted contact with any Governmental Authority concerning any Pre-Existing Environmental Condition of the Property, including any Environmental Action with respect thereto, and shall permit the Grantee to attend and participate in any communications with the Governmental Authorities. Owner and Owner's Representatives shall also deliver any and all Notices received from any Governmental Authority in any way related to the Property to the Grantee promptly after receipt thereof, and shall coordinate and cooperate with the Grantee, in responding to the same.

3.4. Future Restrictions on Owner's Use. Owner hereby acknowledges that, from and after the date of this Agreement, certain additional Restrictions, relating to the Environmental Actions and/or the use of the Property, may need to be recorded against the Property as follows:

(a) With respect to such Restrictions that are required by Environmental Law, or approved by any Governmental Authority, Owner shall, promptly, upon being notified of the need for such Restrictions by Grantee or any Governmental Authority, agree to and take every action reasonably required to properly record such Restrictions, and/or

(b) With respect to any other Restrictions reasonably requested by Grantee to implement any Environmental Law or Governmental Authority requirement: (i) such Restrictions shall not have a material adverse effect, proven by the Owner, on Owner's operation, use, or development of the Property or the value thereof; and (ii) Owner shall have the right to consent to such Restrictions, which consent shall not be unreasonably withheld, delayed, or conditioned.

In all cases, Grantee shall provide Grantor with: (A) prior notice of any meeting or other procedure established by any Governmental Authority in connection with determining whether or not such Restrictions are necessary or appropriate, and the opportunity to consult in good faith with Grantee in connection therewith; (B) information and reasonable updates with respect to such procedures and determination; and (C) and the opportunity, individually, and together with any or all appropriate Governmental Authorities in connection therewith, to participate in such procedures and determinations, to the extent permitted by such Governmental Authorities.

3.4.1. In furtherance of this Section 3.4, Owner shall within thirty (30) days execute, deliver, and record, any and all documentation prepared by Grantee and approved by any applicable Governmental Authority, and required in order to effectuate and/or impose such additional Restrictions or modifications. If Owner fails to execute and deliver the required documentation within such thirty (30) day or other applicable period, then Owner irrevocably appoints Grantee as attorney-in-fact for Owner with full power and authority to execute, deliver and record, in the name of Owner, any such documentation, which appointment is coupled with an interest, and is irrevocable.

3.4.2. Any and all Restrictions set forth herein or added to the Property pursuant to this provision shall be deemed to be covenants, conditions and Restrictions running with the land, affirmatively enforceable against and binding upon Grantor and any future Owner, and shall continue to be easements, servitudes, charges and encumbrances appertaining to and upon, and covenants benefiting, binding and running with, the land, buildings and improvements now or later existing upon or within the Property.

3.5 Cooperation. Grantee and Owner (and their respective Representatives) shall cooperate with each other in all commercially reasonable respects, and as required by Environmental Law and the Settlement Agreement, in connection with: (a) Grantee's performance and completion of any Environmental Actions and assisting Grantee in obtaining a Governmental Authority Determination; (b) Grantee's exercise of its Easement Rights herein; and (c) the integration and coordination of Owner's use, development, and operation of the Property with any Environmental Actions as set forth in any RRCP.

3.6 Utilities. At Grantee's sole cost and expense, Grantee shall have access to all available Utilities at the Property, to the extent reasonably necessary for Grantee to conduct, or cause to be conducted, Environmental Actions in a cost-effective manner and as required under this Agreement. Grantee shall pay its appropriate allocated share of such utility fees based on mutual agreement of the Parties or pursuant to metered utilities and Grantee shall be responsible for any damage to Utilities resulting from the exercise of the Easement Rights. Except to the extent required by a Governmental Authority as part of Environmental Actions,

any and all management of Utilities which may be present at or below the Property, is the sole obligation and liability of Owner.

3.7. Liens.

3.7.1. Grantee shall keep the Property free and clear of any liens or encumbrances of any kind ("**Liens**"), to the extent resulting from the exercise of the Easement Rights, except that Grantee may, in good faith, contest such Liens so long as it pays, removes, bonds or sets aside, or causes to be paid, removed, bonded or set aside, adequate reserves, with respect to any such Liens being contested in good faith prior to being enforced against the Property. Any damage caused by Owner to any Remediation Systems or other equipment related to the Environmental Actions shall become a Lien against the Property and Grantee shall be entitled to record any and all documents against the Property necessary to perfect such Lien.

3.7.2. This Agreement is, and shall at all times hereafter be, superior to: (a) the Lien of any mortgage or mortgages which may now or hereafter affect the Property, and to all advances made or hereafter to be made upon the security thereof and to the interest thereon, and to any agreements at any time made modifying, supplementing, extending or replacing any such mortgages; (b) any ground or underlying lease which may now or hereafter affect the replacements and extension thereof; and (c) any other Liens which may hereafter affect the Property, to the extent permitted by Law.

3.8 Settlement Agreement Limitations. Any Environmental Actions shall be subject to the terms of this Agreement, any RRCP, force majeure events and the Settlement Agreement (including, without limitation, the funding limitations of the Funding Accounts (as defined in the Settlement Agreement) for the Environmental Actions). Grantee shall use commercially reasonable efforts to complete any Environmental Actions related to the Property, as required by the Settlement Agreement. The terms of this Agreement and the Easement Rights, to the extent they relate to Grantee's Environmental Actions, shall, in all respects, be subject to the terms of the Settlement Agreement. Grantor, for itself and any future Owners, hereby waives and releases Grantee and Grantee Representatives from and against any and all liabilities for any additional Environmental Actions or other remediation or other work by Grantee, whether required or recommended for the Property by any Governmental Authority, to the extent it is not allowed for, or cannot be funded, under the Settlement Agreement. In the event of any conflict between the terms hereof and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. Grantor hereby acknowledges that it has been provided with a copy of or access to, and has had an opportunity to review, the Settlement Agreement (available as of the Effective Date at <http://racertrust.org>).

3.9. Surrender and Restoration. Except to the extent precluded by the Environmental Actions or required by any Governmental Authority or by Environmental Laws, within ninety (90) days after the delivery by Owner of a Termination Amendment, Grantee shall surrender and vacate the Property, and use all commercially reasonable efforts to restore the Property to a reasonable condition, all Environmental Actions, Owner's activities, casualty, condemnation, and ordinary wear and tear excepted. In connection therewith, Grantee shall remove, at its sole cost (to the extent funding is available under the Settlement Agreement), all Remediation Systems which are not required by any Governmental Authority to remain on the Property within such ninety (90) day period; and restore any damage to the Property resulting therefrom.

3.10. Waiver and Release. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, GRANTOR, FOR ITSELF AND FUTURE OWNERS, FOREVER WAIVES, RELEASES, RELINQUISHES, ACQUITS AND FOREVER DISCHARGES GRANTEE, RACER PROPERTIES LLC, THEIR AFFILIATES AND THEIR RESPECTIVE MEMBERS, PARTNERS, VENTURERS, STOCKHOLDERS, DIRECTORS, MANAGERS, OFFICERS, SPOUSES, LEGAL REPRESENTATIVES, AGENTS, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY "RACER") FROM ANY AND ALL CLAIMS, DEMANDS, FINES, EXPENSES, DUTIES, OBLIGATIONS AND LIABILITIES WHATSOEVER (COLLECTIVELY, "CLAIMS") ARISING FROM, RELATED TO AND/OR OTHERWISE IN CONNECTION WITH, ALL ENVIRONMENTAL CONDITIONS AFFECTING, OR WHICH MAY AFFECT, THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING FROM OR RELATED TO ALL PRE-EXISTING ENVIRONMENTAL CONDITIONS, THAT GRANTOR AND ANY FUTURE OWNERS MAY NOW HAVE, EVER HAD OR WILL EVER HAVE AGAINST RACER IN CONNECTION THEREWITH.

3.11. Insurance. Prior to entering the Property pursuant to this Agreement, Grantee or Grantee's Representatives, as the case may be, shall deliver to Grantor a certificate of insurance evidencing that Grantee or Grantee's Representatives, as appropriate, have in effect the following underlying and umbrella policies: a general liability and property damage insurance policy with a combined single limit of at least One Million Dollars (\$1,000,000) worth of coverage for any one occurrence, an automobile public liability and property damage insurance policy including owned, hired, rented or non-owned automotive equipment with a combined single limit of at least One Million Dollars (\$1,000,000), as well as employer's liability insurance of at least One Million Dollars (\$1,000,000) in the aggregate covering the activities of Grantee and Grantee's Representatives, as appropriate, on or about the Property and contractor's pollution and professional liability (if applicable) of at least One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate; and that Grantor and Grantee (and for policies owned by Grantee's Representatives) have been named as additional insureds on all such insurance policies to the extent of Grantee's and Grantee's Representatives' obligations hereunder. All such policies shall provide that Grantee will endeavor to deliver to Grantor a minimum of thirty (30) days' advanced notice of cancellation, to the extent commercially obtainable and practicable, and endorsed to provide a waiver of subrogation as to Grantor and Grantor's Representatives. The insurance shall be considered primary insurance and Grantor's insurance, if any, shall be secondary. Any deductibles will be paid by the primary named insured. Grantee shall obtain and deliver to Grantor, upon request, certificates of insurance from each of its contractors evidencing the coverage required by this Section 3.11 in advance of any access to, or work at, the Property.

3.12. Waiver of Jury Trial. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT OR ITS AFFILIATES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY CLAIM ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO GRANTEE ACCEPTING THIS AGREEMENT.

SECTION 4. GENERAL TERMS.

4.1. Governing Law. The laws of the State in which the Property is located shall govern the validity, construction, enforcement, and interpretation of this Agreement. Each Party hereby consents to the jurisdiction and venue of the Federal District Court and State Courts located in the county in which the Property is located, waives personal service of any

and all process upon it, consents to service of process by registered mail directed to each Party at the address for notices herein, and acknowledges that service so made shall be deemed to be completed upon actual delivery thereof (whether accepted or refused).

4.2. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning its subject matter, and supersedes and replaces all prior agreements and understandings between Grantor and Grantee with respect to Grantee's access to the Property.

4.3. Paragraph Headings. The paragraph headings appearing herein are for the convenience of the Parties and are not to be used or construed so as to modify the terms and conditions of this Agreement in any fashion.

4.4. Successors, Assigns, etc. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Parties and their successors and assigns.

4.5. No Beneficiaries. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, or corporation other than Grantee and Grantor/Owner, any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing or anything to the contrary set forth elsewhere in this Agreement, both USEPA and MADEP are intended to be third party beneficiaries of this Agreement, and be entitled to enforce those terms of this Agreement which the Grantee is entitled to enforce.

4.6. Notice. Any notice, demand, or other communication required to be given or to be served upon any Party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: (a) delivered by delivery service (including any express mail or overnight delivery service); or (b) sent by electronic mail or by facsimile. Any notice given by overnight delivery service for next Business Day delivery shall be deemed given on the date of deposit with the overnight carrier for next Business Day delivery. Any notice, demand, or other communication given other than by overnight carrier shall be deemed to have been given and received when delivered (if by facsimile or electronic mail, as evidenced by a facsimile receipt or date of electronic mail) to the address of the Party to whom it is addressed as stated below.

If to the Grantee:

Revitalizing Auto Communities
Environmental Response Trust
500 Woodward Avenue, Suite 2650
Detroit, Michigan 48226
Attn: Bruce Rasher, Redevelopment
Manager
Facsimile: 734.879.9537
Email: brasher@racertrust.org

With a Copy to:

Revitalizing Auto Communities
Environmental Response Trust
500 Woodward Avenue, Suite 2650
Detroit, Michigan 48226
Attn: Carl P. Garvey, General Counsel
Facsimile: 734.879.9537
Email: cgarvey@racertrust.org

And a Copy to:

Revitalizing Auto Communities
Environmental Response Trust
500 Woodward Avenue, Suite 2650
Detroit, Michigan 48226
Attn: Pam Barnett, Cleanup Manager
Facsimile: 734.879.9537
Email: pbarnett@racertrust.org

And a Copy to:

Dawda, Mann, Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Attn: Edward C. Dawda
Facsimile: 248.642.7791
Email: edawda@dmms.com

If to Grantor:

First Western LLC
 817 Worcester Street
 Natick, MA 01760
 Attn: Richard Gill

And a Copy to:

Thomas C. Grassia, Esq.
 General Counsel
 Brigham-Gill Motorcars, Inc.
 P.O. Box 5325
 Cochituate, MA 01778
 Tel: 508.653.0054
 Facsimile: 954.656.0054
 Email: tom@tomgrassia.us

4.7 **Counterparts.** This Agreement 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.

SECTION 5. DEFINITIONS.

The following defined terms shall have the meaning ascribed thereto below:

(a) **"Affiliate"** means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective partners, venturers, directors, officers, stockholders, agents and employees. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract or otherwise.

(b) **"Bankruptcy Code"** means Title 11 of the United States Code, as amended and/or supplemented from time to time, together with any similar Law relating to bankruptcy, insolvency, reorganization, restructuring, winding up or composition or adjustment of a Person's debts.

(c) **"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York.

(d) **"Bankruptcy Documents"** means, collectively, the Confirmation Order and the "Plan" described therein, the Settlement Agreement, the Trust Agreement and any other documents relating to the Trust or the Property filed with the Bankruptcy Court in connection with the Case, or delivered pursuant thereto.

(e) **"Business Day"** means any day other than: (i) a Saturday, Sunday or federal holiday; or (ii) a day on which commercial banks in the State are authorized or required to be closed for all or any portion of the normal business hours of the day.

(f) **"Case"** means that certain Chapter 11 case filed by Motors Liquidation Company (f/k/a General Motors Corporation) and jointly administered with the Chapter 11 cases of its affiliated debtors under Case No. 09-50026 (REG).

(g) **"Confirmation Order"** means that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, issued by the Bankruptcy Court and filed as Docket

No. 9941 in the Case approving, among other things the "Plan" described therein and the Settlement Agreement.

(h) **"Development Agreement"** means that certain Development Agreement, if any, entered into pursuant to the PSA between Grantor and the relevant local Governmental Authority for the redevelopment of the Property.

(i) **"Emergency"** means any event, condition, or circumstance which poses, or without immediate action will pose, a threat of: (i) imminent danger to the safety of Persons at the Property; (ii) significant or structural damage to, the Easement Area, the remaining Property, or the Remediation Systems; (iii) a Release, Environmental Condition or Environmental Compliance Liability; or (iv) violation of a Restriction.

(j) **"Environmental Action"** means, subject to the terms of the Settlement Agreement, any response, removal, investigation, sampling, remediation, reclamation, closure, post-closure, corrective action, engineering controls, institutional controls, deed restrictions, oversight costs and Operation, Maintenance and Monitoring activities authorized or required under the Settlement Agreement or under any Law with respect to the Property.

(k) **"Environmental Claims"** means, with respect to the Property, any and all Claims or Demands brought or instigated by any Governmental Authority under any Environmental Law or with respect to Environmental Condition, and/or any and all third party Claims or demands (including without limitation those based on negligence, trespass, strict liability, nuisance, toxic tort or detriment to human health or welfare) due to any actual or threatened Release and whether or not seeking any Liabilities.

(l) **"Environmental Compliance Liability"** means any Liability arising from, or related to, an Environmental Claim, any Environmental Condition or any other violation of any Environmental Law.

(m) **"Environmental Condition"** means any Release or other event, circumstance and/or condition existing at, on, in, under or about the Property, or the ambient air around the Property.

(n) **"Environmental Laws"** means any and all Laws relating to pollution, noise and/or odor control, wetlands pollution, the protection or restoration of health, safety or the environment, natural resources, and/or the use, transportation, presence, storage, handling, disposal, discharge, recycling, treatment, generation, processing, labeling, production, release, contamination or disposal of threatened Release of Hazardous Substance, including, without limitation, the following: (i) the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; (ii) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; (iii) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; (iv) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; (v) the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; (vi) the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; (vii) OSHA, 29 U.S.C. 651 *et seq.*; (viii) the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; and (ix) the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 *et seq.*; as in effect on the Effective Date, and including the analogous Laws of the State [MICHIGAN ONLY: including but not limited to applicable provisions of Michigan's Natural Resources and Environmental Protection Act, MCL 324.101 *et seq.* ("**NREPA**") and applicable tribal or local Law counterparts, as any of the foregoing has been, and may be, reauthorized, amended, supplemented, and/or replaced from time to time.

(o) **"Hazardous Substances"** means all materials, substances, and wastes, defined, designated, regulated or classified as hazardous, toxic or radioactive under Environmental Laws, whether by type or by quantity, and shall include but not be limited to petroleum or any derivative or by-product thereof and asbestos-containing materials.

(p) **"OMM"** means the operation, monitoring and maintenance activities required as a form of Environmental Action under the Settlement Agreement.

(q) **"Party"** refers to either Grantor or Grantee, as appropriate, and as a party to this Agreement.

(r) **"Person"** refers to an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization or other entity.

(s) **"Pre-Existing Environmental Condition"** means any Environmental Condition existing as of the Effective Date for which the Trust has actual knowledge and is obligated to perform Environmental Actions under the PSA, the Settlement Agreement, or any other Bankruptcy Document.

(t) **"Release"** means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, transporting or dumping of Hazardous Substances, or as otherwise defined under any Environmental Law, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

(u) **"Remediation Systems"** means that or those certain machinery, equipment and fixtures used in connection with the Environmental Action, including without limitation, treatment sheds, monitoring wells, monitoring devices, vapor extraction systems, pump and treat systems, air sparge and compressor systems, bioremediation systems, oil and water separators and associated personal property and fixtures.

(v) **"Restrictions"** means those restrictions, covenants, conditions, reservations, controls (engineering, land use, institutional and otherwise), easements or rights-of-way, affecting the future use of, access to, or activities on the Property, relating to the ongoing Environmental Actions at, on, in, under or about the Property, and otherwise limiting the use and/or development of the Property to the Intended Use or to implement the Settlement Agreement, whether agreed to by the Parties or required by any Governmental Authority.

(w) **"Restrictive Covenant"** means a recorded document that sets forth the Restrictions on the Property and is based upon the form required by the applicable Governmental Authority, i.e., MDEQ's model Restrictive Covenant applicable to Part 201, Part 111, and or Part 213 of NREPA, whichever is applicable.

(x) **"Settlement Agreement"** means that certain Environmental Response Trust Consent Decree and Settlement Agreement among Motors Liquidation Corporation (f/k/a General Motors Corporation) and its affiliated debtors, the States, and EPLET, LLC (not individually but solely in its representative capacity as Administrative Trustee of the "Environmental Response Trust" established thereby) that established the Trust, notice of which was published in the 75 Fed. Reg. 66390 (Oct. 28, 2010) and a copy of which is available as of the Effective Date at http://racertrust.org/About_RACER/Settlement_Agreement.

(y) "**States**" means collectively, the United States of America (on behalf of the Environmental Protection Agency and the Saint Regis Mohawk Tribe), the States of Delaware, Illinois, Indiana, Kansas, Michigan, Missouri, New Jersey, New York, Ohio, Virginia and Wisconsin, and the Louisiana Department of Environmental Protection and the Department of Environmental Protection of the Commonwealth of Pennsylvania.

(z) "**Surface Materials**" means any and all discarded materials located on or at the surface of the Property, including, but not limited to: building materials from demolition activities; domestic and industrial trash; tires; automotive parts; used containers which held materials such as paint, antifreeze, gasoline, and other household substances; materials painted with lead-based paints or otherwise; wood, and other materials which may have been painted with lead-based paints; and roof shingles and other building materials which may contain asbestos-containing materials.

(aa) "**Trust Agreement**" means that certain "Environmental Response Trust Agreement" described in the Settlement Agreement, pursuant to which the Trust was formed.

(bb) "**Utilities**" means any and all water, gas, electric, septic and sanitary and storm water utilities and related infrastructure, that service the Property or any portion thereof.

[SIGNATURES ON FOLLOWING PAGES]

Signature Page to Environmental Easement Agreement

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

GRANTOR:Dated as of 24 July, 2017**FIRST WESTERN LLC**, a Massachusetts limited liability company.By: [Signature]Name: RICHARD GILLTitle: MANAGERSTATE OF Mass)
COUNTY OF Middlesex) SS:

On the 24th day of July, 2017, before me a Notary Public for the State and County aforesaid, personally appeared Richard J. Gill, who acknowledged himself or herself to be the Manager of First Western LLC a limited liability Co and that he, being authorized to do so, executed the foregoing Environmental Easement Agreement for the purposes therein contained by signing the name of said entity by himself or herself as such officer and as his free act and deed.

WITNESS my hand and seal the day and year aforesaid.

[Signature]
Print Name: Virginia Thomas
Notary Public, State of MA
County of Middlesex
Acting in the County of Middlesex
My commission expires: 10/20/18

Signature Page to Environmental Easement Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first written above.

GRANTEE:

Dated as of July 20, 2017

REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST,

a trust formed under the laws of the State of New York

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

By: Elliott P. Laws
ELLIOTT P. LAWS, not individually,
but acting solely in his capacity
as Managing Member

STATE OF Michigan)
COUNTY OF Wayne) SS:

On the 20 day of July, 2017 before me a Notary Public for the State and County aforesaid, personally appeared Elliott P. Laws who acknowledged himself to be the Managing Member of EPLET, LLC, as Administrative Trustee of the REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST (the "Trust"), Sole Member of RACER Properties LLC, a Delaware limited liability company, and that he, being authorized to do so, executed the foregoing Environmental Easement Agreement on behalf of RACER PROPERTIES LLC, not individually, but solely in his capacity as Managing Member of EPLET, LLC, Administrative Trustee of the Trust, its Sole Member, for the purposes therein contained by signing his name as his free act and deed.

WITNESS my hand and seal the day and year aforesaid.

TRACIE L. NICHOLS
Notary Public, State of Michigan
County Of Wayne
My Commission Expires 03-19-2023
Acting in the County of Wayne

Tracie Nichols
Print Name: Tracie Nichols
Notary Public, State of Michigan
County of Wayne
Acting in the County of Wayne
My commission expires: 3/19/23

TAX PARCEL IDENTIFICATION NUMBERS: 11-0001-0000-4A and 176-0431-0002

**DRAFTED AND PREPARED OUTSIDE OF THE COMMONWEALTH OF MASSACHUSETTS
BY AND WHEN RECORDED MAIL TO:**

Carl P. Garvey
General Counsel
Revitalizing Auto Communities Environmental Response Trust
500 Woodward Avenue, Suite 2650
Detroit, Michigan 48226

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All those tracts or parcels of land lying and being in the Towns of Sherborn and Framingham, Middlesex County, Commonwealth of Massachusetts, and being more particularly described on as follows:

Lots 2 and 3A on Plan of Land in Framingham and Sherborn, Massachusetts dated 11/01/95, as Plan No. 102 of 1999, filed in Book 29745, Page 371.

Tax Parcel ID Numbers: 11-0001-0000-4A and 176-0431-0002

Commonly known as: 63 Western Avenue and Zero Western Avenue, Framingham, Massachusetts