Message

From: Jackson, Ryan [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=38BC8E18791A47D88A279DB2FEC8BD60-JACKSON, RY]
Sent: 3/12/2018 4:50:42 PM
To: Cook, Steven [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=394f5dede6184bc083cf9390e49a192c-Cook, Steve]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Don Parrish [donp@fb.org]
CC: Fotouhi, David [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=febaf0d56aab43f8a9174b18218c1182-Fotouhi, Da]
Subject: cercla epcra

Gentlemen - I'm as of yet unaware if the Fischer language made it into the omni. However, if it did not we will have our proposal on the heels of that. In the event, we have a proposal, David has buttoned up a reporting exclusion well higher than 100 lbs based on the current record, but that may still be insufficient operationally. I've included Don at AFBF so see if you could get with him to talk through what alternatives may be best in the event the appropriations effort is unsuccessful.

Ryan Jackson
Chief of Staff
U.S. Environmental Protection Agency

Ex. 6

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 1/18/2018 4:06:59 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: Request for Meeting with Dave Ross

Thank you so much.

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804<tel:202.844.3804> | M Ex. 6 <tel:405.818.1775> | F 202.347.1819<tel:202.347.1819>

[cid:image001.png@01D29BEB.5B4E8CA0]

my bio<http://www.michaelbeststrategies.com/Denise-Bode> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

On Jan 18, 2018, at 10:09 AM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:

Hi Denise -- wrong email address to David. I forwarded to him directly.

-----Original Message-----
From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
Sent: Thursday, January 18, 2018 7:51 AM
To: Ross, David <Ross.David@epa.gov<mailto:Ross.David@epa.gov>>; Penman, Crystal <Penman.Crystal@epa.gov<mailto:Penman.Crystal@epa.gov>>; Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
Cc: Crass, David A (22267) <DACrass@michaelbest.com<mailto:DACrass@michaelbest.com>>; Palmer, Todd E (24432) <tepalmer@michaelbest.com<mailto:tepalmer@michaelbest.com>>; Swanson, Kevin O (59578) <koswanson@michaelbeststrategies.com<mailto:koswanson@michaelbeststrategies.com>>
Subject: Request for Meeting with Dave Ross
Importance: High

Dear Mr. Ross,

I am writing on behalf of our client Packaging Corporation of America (PCA). PCA is one of the largest producers of containerboard and corrugated packaging products in the U.S. with over 120 locations in 35 states including seven large mill operations. Across all their operations they are an industry leader in working to adopt best available technologies for emissions and energy use. However, as a large scale domestic manufacturer, working in a highly regulated industry of which water is a principal component, they have a unique perspective on many of the regulatory challenges that face their industry.

As the EPA and Administration undertakes efforts to evaluate regulations and provide greater transparency and certainty in the regulatory process for companies, PCA's Senior Director of Environmental Compliance, John Piotrowski, would greatly appreciate the opportunity to discuss his perspective on the trajectory of water regulations and enforcement at EPA. John is a scientist by training and has helped develop many of the American Forest and Paper Association's (AF&PA) and Wisconsin Paper Council policy positions on environmental compliance and enforcement.

Mr. Piotrowski is eager to meet with you and we can work to meet your schedule. If you could provide us with some dates that would work, we would appreciate the opportunity to meet with you and any appropriate people from your offices.

Thank you for your consideration of this request.

Best, Denise

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com><mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819 [cid:3CA4386D-7913-4170-B7C8-EA12FBAC7958]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

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==========

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 1/18/2018 3:25:02 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: Request for Meeting with Dave Ross

Thanks so much!!!

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804<tel:202.844.3804> | M Ex. 6 <tel: Ex. 6 > | F 202.347.1819<tel:202.347.1819>

[cid:image001.png@01D29BEB.5B4E8CA0]

my bio<http://www.michaelbeststrategies.com/Denise-Bode> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

On Jan 18, 2018, at 10:09 AM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:

Hi Denise -- wrong email address to David. I forwarded to him directly.

-----Original Message-----
From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
Sent: Thursday, January 18, 2018 7:51 AM
To: Ross, David <Ross.David@epa.gov<mailto:Ross.David@epa.gov>>; Penman, Crystal <Penman.Crystal@epa.gov<mailto:Penman.Crystal@epa.gov>>; Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
Cc: Crass, David A (22267) <DACrass@michaelbest.com<mailto:DACrass@michaelbest.com>>; Palmer, Todd E (24432) <tepalmer@michaelbest.com<mailto:tepalmer@michaelbest.com>>; Swanson, Kevin O (59578) <koswanson@michaelbeststrategies.com<mailto:koswanson@michaelbeststrategies.com>>
Subject: Request for Meeting with Dave Ross
Importance: High

Dear Mr. Ross,

I am writing on behalf of our client Packaging Corporation of America (PCA). PCA is one of the largest producers of containerboard and corrugated packaging products in the U.S. with over 120 locations in 35 states including seven large mill operations. Across all their operations they are an industry leader in working to adopt best available technologies for emissions and energy use. However, as a large scale domestic manufacturer, working in a highly regulated industry of which water is a principal component, they have a unique perspective on many of the regulatory challenges that face their industry.

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Mr. Piotrowski is eager to meet with you and we can work to meet your schedule. If you could provide us with some dates that would work, we would appreciate the opportunity to meet with you and any appropriate people from your offices.

Thank you for your consideration of this request.

Best, Denise

Denise A. Bode
Partner
E
dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com><mailto:dabode@michaelbeststrategies.com>

T 202.844.3804 | M Ex. 6 | F 202.347.1819 [cid:3CA4386D-7913-4170-B7C8-EA12FBAC7958]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 1/18/2018 1:03:34 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]
Subject: Need some direction
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[40].png

Importance: High

Byron,
We met in November with our client Newtrient who you have met with, to discuss some the work they are doing to create an economically viable solution to non-point source pollution from dairy operations via the creation of water quality trading marketplace. They have been making good headway on that front especially in Wisconsin and Vermont. One of the core components of Newtrients's work, is trying to find enhanced avenues for the deployment of nutrient management technologies on dairy farms including digesters. Newtrient has been following the issue of the electronic pathway for RINs also known as "eRINs" very closely. Newtrient is working on a solution to better account for eRINs that may be a way that could help increase the economic viability of digester technology on dairy farms. Newtrient would be interested in discussing with the right person at EPA who is working on that issue for the Administrator. We have inquired of others in EPA and haven't been able to find the right people. Would it be possible for you to point us in the right direction or connect us? Thank you very much for your consideration. We look forward to keeping you updated as Newtrient continues to progress with their work.

Again thank you for the guidance in advance. We really appreciate how you always send us in the right direction. Best, D

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:B318412D-440B-41BA-ABB0-A0E032596BC3]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

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==========

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 1/18/2018 12:50:41 PM
To: Ross, David [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=e062a18f48f1455295deebfb9bf7a30d-Ross, David]; Penman, Crystal [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=93662678a6fd4d4695c3df22cd95935a-Penman, Crystal]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Crass, David A (22267) [DACrass@michaelbest.com]; Palmer, Todd E (24432) [tepalmer@michaelbest.com]; Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]
Subject: Request for Meeting with Dave Ross
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[16].png

Importance: High

Dear Mr. Ross,

I am writing on behalf of our client Packaging Corporation of America (PCA). PCA is one of the largest producers of containerboard and corrugated packaging products in the U.S. with over 120 locations in 35 states including seven large mill operations. Across all their operations they are an industry leader in working to adopt best available technologies for emissions and energy use. However, as a large scale domestic manufacturer, working in a highly regulated industry of which water is a principal component, they have a unique perspective on many of the regulatory challenges that face their industry.

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Mr. Piotrowski is eager to meet with you and we can work to meet your schedule. If you could provide us with some dates that would work, we would appreciate the opportunity to meet with you and any appropriate people from your offices.

Thank you for your consideration of this request.

Best, Denise

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T 202.844.3804 | M Ex. 6 | F 202.347.1819
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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 1/17/2018 10:45:48 PM
To: Ross, David [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=e062a18f48f1455295deebfb9bf7a30d-Ross, David]; Penman, Crystal [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=93662678a6fd4d4695c3df22cd95935a-Penman, Crystal]
CC: Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: RE: Request for Meeting with Dave Ross

Dear Dave,

I was hoping to follow up on this request for Packaging Corporation of America. As a company, they are dealing with some unique regulatory challenges and they would like to provide some very concrete examples of how regulations could be rightsized to address human health concerns while note adversely impacting industry's ability to operate. We believe it would be valuable insight for the Administration's review of the regulatory environment.

PCA's Senior Director of Environmental Compliance, John Piotrowski, would greatly appreciate the opportunity to discuss his perspective on the trajectory of water regulations and enforcement at EPA. John is a scientist by training and has helped develop many of the American Forest and Paper Association's(AF&PA) and Wisconsin Paper Council policy positions on environmental compliance and enforcement.

We will be conducting meetings in Washington, D.C. with John the week of January 29th and would appreciate the opportunity to meet with you and any appropriate people from your offices. If this week does not work for you, please let us know.

Thank you for your consideration of this request.

Best, Denise

From: Bode, Denise A (53804)
Sent: Thursday, January 11, 2018 11:17 AM
To: Ross.David@epa.gov; penman.crystal@epa.gov
Cc: Crass, David A (22267); Palmer, Todd E (24432); Swanson, Kevin O (59578)
Subject: Request for Meeting with Dave Ross
Importance: High

Dear Dave,

I am writing on behalf of our client Packaging Corporation of America (PCA). PCA is one of the largest producers of containerboard and corrugated packaging products in the U.S. with over 120 locations in 35 states including seven large mill operations. Across all their operations they are an industry leader in working to adopt best available technologies for emissions and energy use. However, as a large scale domestic manufacturer, working in a highly regulated industry of which water is a principal component, they have a unique perspective on many of the regulatory challenges that face their industry. As the EPA and Administration undertakes efforts to evaluate regulations and provide greater transparency and certainty in the regulatory process for companies, PCA's Senior Director of Environmental Compliance, John Piotrowski, would greatly appreciate the opportunity to discuss his perspective on the trajectory of water regulations and enforcement at EPA. John is a scientist by training and has

helped develop many of the American Forest and Paper Association's (AF&PA) and Wisconsin Paper Council policy positions on environmental compliance and enforcement.

We will be conducting meetings in Washington, D.C. with John the week of January 29th and would appreciate the opportunity to meet with you and any appropriate people from your offices. David Crass sends his best!

Thank you for your consideration of this request.

Best, Denise

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com
T 202.844.3804 | **M** Ex. 6 | **F** 202.347.1819
Michael Best Strategies
my bio | our firm | vCard

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

DEC 20 2017

OFFICE OF
SOLID WASTE AND
EMERGENCY RESPONSE
NOW THE
OFFICE OF LAND AND
EMERGENCY MANAGEMENT

Mr. Darren Koh
Pollution Control Department
National Environment Agency
40 Scotts Road, #12-00 Environment Building
228231 Singapore
Singapore

Subject: RCRA Classification of Singapore Refining Company Spent Catalyst

Dear Mr. Koh:

This letter is in response to your July 24, 2017 letter regarding spent "UOP R-264X platforming catalyst" proposed to be shipped from the Singapore Refining Company to the Sabin Metal West Corporation in the United States for recovery. Your letter requested that the U.S. EPA clarify the hazardous/non-hazardous waste classification of this spent catalyst under the U.S. Resource Conservation and Recovery Act (RCRA), the U.S. law on waste management.

Before responding directly to your request, we would emphasize that under the RCRA regulations as implemented in the U.S., it is the responsibility of persons generating the waste (i.e., the 'generator') to make a hazardous waste determination. The RCRA regulations require the generator to determine whether the waste is hazardous because it is the generator who should be most familiar with the composition of their waste, and the process that produced the waste. In situations where persons in the U.S. are importing waste into the U.S., such persons are also defined as 'generator' and must determine whether the waste is hazardous under RCRA subtitle C. While in many instances EPA can provide assistance to the regulated community and others in understanding how the hazardous waste regulations may apply to particular wastes,[1] our inherent lack of first-hand knowledge of specific wastes in some circumstances underscores the importance of generators in making accurate hazardous waste determinations.

In the U.S., a waste is defined as hazardous waste under RCRA either by being listed as hazardous (i.e., a description of the waste appears in EPA's regulations under 40 Code of Federal Regulations (CFR) part 261 subpart D) or by exhibiting a hazardous characteristic (the criteria for identifying the RCRA hazardous waste characteristics are in 40 CFR part 261 subpart C). As stated in our August 17, 2016 email to you, wastes that are not listed hazardous waste may still be defined as characteristic hazardous waste in the United States if they exhibit any of the RCRA characteristics. Based on the descriptions with which we were provided, these spent catalysts do not appear to be listed hazardous waste under RCRA.

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[1] For example, EPA can often assist in determinations of whether a waste is a 'listed' hazardous waste under RCRA based on a detailed description of the waste and the process that generated it; similarly, when provided with analytical results EPA can offer its assistance as to whether a waste exhibits the RCRA Toxicity Characteristic under §261.24.

We also reviewed the safety data sheet and testing results that you attached to your letter. Based on this information, this spent catalyst is not characteristically toxic. However, the safety datasheet contains cautionary statements regarding static charges and hydrocarbons retained on the spent catalyst.
As you know, there can be variability in the conditions under which certain catalysts are taken out of service, which could affect whether or not any particular batch of spent catalysts display properties that might cause them to be considered reactive hazardous waste under RCRA.[2] Safety data sheets can be informative for hazardous waste identification purposes, but should be seen as augmenting, not replacing, an accurate hazardous waste determination made by the generator based on their knowledge and familiarity with the properties of any particular waste.

Therefore, because these indications were concerning but not necessarily determinative, our office consulted with the state environmental authority directly responsible for the oversight of the RCRA program at the Sabin Metal West facility located in Williston, North Dakota, to learn more about the facility and the spent catalysts that they recycle. We learned that this facility is aware of their obligation to make accurate hazardous waste determinations for the waste they import, including platinum-bearing spent catalysts, and that the state agency is familiar with the facility's operations and has previously concurred with the facility's management of spent catalysts from other sources. Based on that agency's feedback and information, EPA finds that the management of the spent catalyst identified in your letter as non-hazardous waste is appropriate, where the facility has made such a determination.

This document will no longer be valid if the information on which the EPA relies is incorrect, incomplete or fraudulent.

Should you have any questions or require additional information please do not hesitate to contact Eva Kreisler via email at kreisler.eva@epa.gov or via telephone at (202) 564-8186, or, Laura Coughlan at (703) 308-0005 (coughlan.laura@epa.gov).

Sincerely,

Barnes Johnson

Barnes Johnson, Director
Office of Resource Conservation and Recovery
United States Environmental Protection Agency

cc: Cindy Schafer, EPA Region 8
Annette Maxwell, EPA Region 8

[2] Based on EPA's previous studies of several types of spent petroleum refining catalysts; see record supporting EPA's listing determination for petroleum refining wastes promulgated August 6, 1998.

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 8/2/2018 3:09:22 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Office of Chemical Safety and Pollution Prevention
Attachments: image001.png

Who is headquarters lead on your team on these pesticide issues? I run the American Fruit and Vegetable Coalition and they are being just killed by dicamba and not sure who to talk to in your shop? Thanks for being my ombudsman. Appreciate help so much. D

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[/Users/denisebode/Library/Containers/com.microsoft.Outlook/Data/Library/Caches/Signatures/signature_1744679093]

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==========

Message

From: Jay Vroom [JVroom@croplifeamerica.org]
Sent: 4/18/2017 9:38:02 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Mary Jo Tomalewski [mjtomalewski@croplifeamerica.org]
Subject: Re: Call request

Thanks!

Sent from my iPhone

On Apr 18, 2017, at 5:07 PM, Brown, Byron <brown.byron@epa.gov> wrote:

> My scheduler has been out since last week. I will check my schedule and propose times.
>
> Sent from my iPhone
>
> On Apr 18, 2017, at 5:03 PM, Jay Vroom <JVroom@croplifeamerica.org> wrote:
>
> > Byron,
> >
> > I haven't had the best luck connecting with you by phone the last couple of days. It's important that we talk, as we are moving toward a meeting at the White House next week. Could you connect with Mary Jo to schedule a time to talk? She is copied here.
> >
> > Thanks,
> > Jay
> >
> > **Jay Vroom**
> > President & CEO
> > CropLife America
> > 1156 15th Street, NW
> > Suite 400
> > Washington, DC 20005
> > **Direct Dial** (Ex. 6
> > **Main Switchboard** (202) 296-1585
> > **Mobile** Ex. 6
> > **Fax** (202) 466-5832
> > **Email** vroom@croplifeamerica.org
> > **Executive Assistant** Mary Jo Tomalewski (mjtomalewski@croplifeamerica.org, 202.872.3849 o, Ex. 6 m)
> > **Web** www.croplifeamerica.org

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 5/22/2017 3:37:51 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: next steps
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[47].png

Importance: High

Hi Byron, Wanted to follow up on our meeting. Would you have a few minutes that we could schedule a call? Are you still our lead on our work? I know Susan is coming over to the Agency as well.
Thanks,
Denise
Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:35F20F73-89A4-4006-95F6-B51AE398D2F5]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 5/7/2018 11:59:01 AM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Could I schedule a call with you?
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[4].png

Byron, Need some guidance on who to work with, with vacancies occurring. Thank you for your consideration. Ex. 6
Best, Denise

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:0B2C8A7D-BA92-4F00-BEED-F6DF2A52C7C8]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

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Message

From: Rebeckah Adcock [RAdcock@croplifeamerica.org]
Sent: 3/29/2017 3:23:11 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: RE: Meeting requests from CLA and the Ag CEO Council

Byron -
(just sent to Sydney, too)

Here is the best information currently available for your use in planning the meeting.

Based on recent discussions, CLA believes this list is accurate for the likely topics the CEO's will mention. If we are made of other issues as the CEO's meet today, I will let you know.

The subject of the meeting is "**EPA's Regulation of Agriculture**."
Specifically, the CEOs will

1) acknowledge the many actions taken already to correct recent regulatory overreach and,
2) identify priority recommendations that could further ease the burden to the farmers, and agricultural business and technology providers, including…

- Water –
  - WOTUS - Considerations re future action on WOTUS rule.
  - NPDES Permits – 1) CAFO program, 2) legislative fix to clarify that water permits are not needed for the lawful application of federally approved pesticides.
- Pesticides –
  - Improve Pesticide Registration Compliance with Endangered Species Act - Administration leadership on robust and full implementation of interagency cooperation to bring the pesticide registration process into compliance with ESA.
  - Reform Final "Certification & Training" & Worker Protection Rules – Delay and amend the recently released final rules on related to pesticide handling, workers and training. Implementation should be suspended and the rules should be revisited and revised before re-proposal.
- Renewable Fuels Standard - Support for the current program.

Rebeckah

radcock@croplifeamerica.org
Ex. 6 phone

From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Wednesday, March 29, 2017 5:32 AM
To: Rebeckah Adcock <RAdcock@croplifeamerica.org>
Subject: Re: Meeting requests from CLA and the Ag CEO Council

Hi Rebeckah - do you have a list of attendees or briefing material you want us to have in advance? Thanks. - Byron

Sent from my iPhone

On Mar 28, 2017, at 1:37 PM, Rebeckah Adcock <RAdcock@croplifeamerica.org> wrote:

Thanks much, gentlemen. The CEO Council is looking forward to meeting with the Administrator this Thursday @ 3:45.

On their behalf, we are all grateful for the opportunity.

Kindly,
Reb

From: Rebeckah Adcock
Sent: Tuesday, March 28, 2017 11:01 AM
To: Rebeckah Adcock <RAdcock@croplifeamerica.org>; Ryan Jackson (jackson.ryan@epa.gov) <jackson.ryan@epa.gov>
Cc: brown.byron@epa.gov
Subject: Re: Meeting requests from CLA and the Ag CEO Council

Busy week for EPA, so checking back in re #2 below to let the CEO Council know one way or the other.

Kindly, Reb

Rebeckah Adcock
radcock@croplifeamerica.org
Ex. 6 phone

From: Rebeckah Adcock
Sent: Friday, March 17, 2017 2:10:28 PM
To: Ryan Jackson (jackson.ryan@epa.gov)
Cc: brown.byron@epa.gov; Rebeckah Adcock
Subject: Meeting requests from CLA and the Ag CEO Council

Ryan,

Byron may be forwarding this request to you, but, I would like to suggest an adjustment to over-asking of your time. Specifically…

1. As requested, would either or both of you be available to brief the CropLife America (CLA) 'Strategic Oversight Council (SOC)' (association operating board = pesticide business leaders) next Tues or Wed, March 21 or 22 at CLA's office, 1156 15th St, NW, Ste 400, Washington, DC?_
2. ***Amended request,*** would Administrator Pruitt be available to reschedule the meeting with the *Production Ag "CEO Council"* (*full* membership of the small group Byron met with last week) Wed or Thurs, March 29 or 30? This group can come to EPA or welcome him to the meeting also being held at CLA's office, 1156 15th St, NW, Ste 400, Washington, DC.

Thanks for each of your receptiveness to our outreach to the Agency as you are building your leadership team and priorities. We are flexible in the 'who, when and where' of each of these meeting requests, and look forward to hearing from your office soon.
Kindly,

Rebeckah
radcock@croplifeamerica.org
Ex. 6 phone

From: Jay Vroom
Sent: Thursday, March 16, 2017 3:18 PM
To: brown.byron@epa.gov
Cc: Rebeckah Adcock <RAdcock@croplifeamerica.org>
Subject: Thanks for a great conversation on Monday!

Byron,

Great to meet you on Monday along with the group of other ag organization leaders —thanks again for your time and focus!

Rebeckah Adcock on my CLA team (copied here—her phone numbers are 2 Ex. 6 1-office; Ex. 6 mobile) will be reaching out to you and Ryan about a couple strategic events we're planning the next couple of weeks—

1. March 21-22 Meeting of CropLife America Strategic Oversight Council (our operating board)
2. March 29-30 Meeting of the Production Ag "CEO Council"

Both these meetings will be at our office at 1156 15th St, NW, Washington, DC. Hoping that you or Ryan or both of you you might be available to spend a little time with both these groups!

Jay

Jay Vroom
President & CEO
CropLife America
1156 15th Street, NW
Suite 400
Washington, DC 20005
Ex. 6 (O)
Ex. 6 (M)
Vroom@croplifeamerica.org
www.croplifeamerica.org

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 6/8/2017 3:19:38 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: update

Thanks Byron, all I need to know. Thank you so much! D

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com
T 202.844.3804 | M Ex. 6 | F 202.347.1819

my bio <http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> |
our firm <http://www.michaelbeststrategies.com/> | vCard
<http://www.michaelbest.com/People/Denise-Bode.vcf>

On 6/8/17, 9:46 AM, "Brown, Byron" <brown.byron@epa.gov> wrote:

>Thanks for your patience. I have not had a scheduler the past month or
>so but that is being sorted out. I am looking to set something up in the
>next week or two for you to meet with Sarah Greenwalt and me. The ozone
>issue is being handled by Mandy Gunasekara. Both Mandy and Sarah are out
>this week.
>
>-----Original Message-----
>From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
>Sent: Thursday, June 8, 2017 9:39 AM
>To: Brown, Byron <brown.byron@epa.gov>
>Subject: update
>Importance: High
>
>Hi Byron, hope all is well and that we can get together again soon. Just
>wondered if you had thought about our next meeting with you all yet?
>
>Also, we represent Wisconsin companies impacted by the Ozone rule and
>wondered if you all had anymore detail on the task force being formed.
>We work closely with Governor Walked on these issues. Let me know if we
>can be of help as we also have a lot of technical expertise on these
>issues on our law side in Wisconsin!
>
>Thanks again for all that you are doing.
>Best,
>Denise
>
>Denise A. Bode
>Partner
>E
>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
>T 202.844.3804 | M Ex. 6 | F 202.347.1819
>[cid:557AF722-AFBE-4A23-B845-6EB536F6E584]
>
>my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> |
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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 5/26/2017 4:27:03 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: next steps

Thanks Byron for your question. The reason for the request for a call was to ensure we knew who we should be working with you or Sarah or both. And yes to discuss next steps with you all. If you think next steps to getting support and cooperation from regional EPA is meeting with you all and the career staff that is great. With all the moving parts at EPA we just want to be communicating effectively and also not bothering the wrong folks as you all are so busy. Thank you also for following up. Does that make sense?

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com
T 202.844.3804 | M Ex. 6 | F 202.347.1819

my bio <http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm <http://www.michaelbeststrategies.com/> | vCard <http://www.michaelbest.com/People/Denise-Bode.vcf>

On 5/26/17, 11:44 AM, "Brown, Byron" <brown.byron@epa.gov> wrote:

>Hi Denise -- are looking to have the political/policy staff coordinate a
>meeting between your group and the career program office, or are you
>looking just for a meeting with Sarah and me without the office of water
>staff?
>
>
>
>-----Original Message-----
>From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
>Sent: Monday, May 22, 2017 1:06 PM
>To: Brown, Byron <brown.byron@epa.gov>
>Subject: Re: next steps
>
>Yes, thank you. Could you also share Sarah's contact info?
>D
>
>
>
>Denise A. Bode
>Partner
>E
>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
>T 202.844.3804<tel:202.844.3804> | M Ex. 6
>| F 202.347.1819<tel:202.347.1819>
>
>[cid:image001.png@01D29BEB.5B4E8CA0]
>
>my bio<http://www.michaelbeststrategies.com/Denise-Bode> | our
>firm<http://www.michaelbeststrategies.com/> |
>vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>
>
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>
>On May 22, 2017, at 12:43 PM, Brown, Byron
><brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:
>
>Hi Denise -- is this about Newtrient? I can circle back with Sarah
>Greenwalt on times, but I won't be available for a call until later this
>week after the budget release tomorrow.
>

>-----Original Message-----
>From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
>Sent: Monday, May 22, 2017 11:38 AM
>To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
>Subject: next steps
>Importance: High
>
>Hi Byron, Wanted to follow up on our meeting. Would you have a few
>minutes that we could schedule a call? Are you still our lead on our
>work? I know Susan is coming over to the Agency as well.
>Thanks,
>Denise
>Denise A. Bode
>Partner
>E
>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com><
>mailto:dabode@michaelbeststrategies.com>
>T 202.844.3804 | M Ex. 6 | F 202.347.1819
>[cid:35F20F73-89A4-4006-95F6-B51AE398D2F5]
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Message

From: Rebeckah Adcock [RAdcock@croplifeamerica.org]
Sent: 3/29/2017 10:47:22 AM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: Meeting requests from CLA and the Ag CEO Council

My bosses assistant is working on the final attendee list and I am getting the issue list together ASAP too.

Since it's the all Ag group not just crop protection, we've has to re survey. Will be similar topics to, though smaller list, what they discussed with you a couple we ago.

Rebeckah Adcock
radcock@croplifeamerica.org
Ex. 6 phone

From: Brown, Byron <brown.byron@epa.gov>
Sent: Wednesday, March 29, 2017 5:32:05 AM
To: Rebeckah Adcock
Subject: Re: Meeting requests from CLA and the Ag CEO Council

Hi Rebeckah - do you have a list of attendees or briefing material you want us to have in advance? Thanks. - Byron

Sent from my iPhone

On Mar 28, 2017, at 1:37 PM, Rebeckah Adcock <RAdcock@croplifeamerica.org> wrote:

> Thanks much, gentlemen. The CEO Council is looking forward to meeting with the Administrator this Thursday @ 3:45.
>
> On their behalf, we are all grateful for the opportunity.
>
> Kindly,
> Reb
>
> ---
>
> **From:** Rebeckah Adcock
> **Sent:** Tuesday, March 28, 2017 11:01 AM
> **To:** Rebeckah Adcock <RAdcock@croplifeamerica.org>; Ryan Jackson (jackson.ryan@epa.gov) <jackson.ryan@epa.gov>
> **Cc:** brown.byron@epa.gov
> **Subject:** Re: Meeting requests from CLA and the Ag CEO Council
>
> Busy week for EPA, so checking back in re #2 below to let the CEO Council know one way or the other.
>
> Kindly, Reb

Rebeckah Adcock
radcock@croplifeamerica.org
Ex. 6 phone

From: Rebeckah Adcock
Sent: Friday, March 17, 2017 2:10:28 PM
To: Ryan Jackson (jackson.ryan@epa.gov)
Cc: brown.byron@epa.gov; Rebeckah Adcock
Subject: Meeting requests from CLA and the Ag CEO Council

Ryan,

Byron may be forwarding this request to you, but, I would like to suggest an adjustment to over-asking of your time. Specifically…

1. As requested, would either or both of you be available to brief the CropLife America (CLA) 'Strategic Oversight Council (SOC)' (association operating board = pesticide business leaders) next Tues or Wed, March 21 or 22 at CLA's office, 1156 15th St, NW, Ste 400, Washington, DC?_
2. ***Amended request,*** would Administrator Pruitt be available to reschedule the meeting with the *Production Ag "CEO Council"* (*full* membership of the small group Byron met with last week) Wed or Thurs, March 29 or 30? This group can come to EPA or welcome him to the meeting also being held at CLA's office, 1156 15th St, NW, Ste 400, Washington, DC.

Thanks for each of your receptiveness to our outreach to the Agency as you are building your leadership team and priorities. We are flexible in the 'who, when and where' of each of these meeting requests, and look forward to hearing from your office soon.
Kindly,
Rebeckah

radcock@croplifeamerica.org
Ex. 6 phone

From: Jay Vroom
Sent: Thursday, March 16, 2017 3:18 PM
To: brown.byron@epa.gov
Cc: Rebeckah Adcock <RAdcock@croplifeamerica.org>
Subject: Thanks for a great conversation on Monday!

Byron,

Great to meet you on Monday along with the group of other ag organization leaders —thanks again for your time and focus!

Rebeckah Adcock on my CLA team (copied here—her phone numbers are 202 872-3841-office; 703 501 9371-mobile) will be reaching out to you and Ryan about a couple strategic events we're planning the next couple of weeks—

1. March 21-22 Meeting of CropLife America Strategic Oversight Council (our operating board)
2. March 29-30 Meeting of the Production Ag "CEO Council"

Both these meetings will be at our office at 1156 15th St, NW, Washington, DC. Hoping that you or Ryan or both of you you might be available to spend a little time with both these groups!

Jay

Jay Vroom
President & CEO
CropLife America
1156 15th Street, NW
Suite 400
Washington, DC 20005
Ex. 6 (O)
(M)
Vroom@croplifeamerica.org
www.croplifeamerica.org

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 6/8/2017 1:39:24 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: update
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[42].png

Importance: High

Hi Byron, hope all is well and that we can get together again soon. Just wondered if you had thought about our next meeting with you all yet?

Also, we represent Wisconsin companies impacted by the Ozone rule and wondered if you all had anymore detail on the task force being formed. We work closely with Governor Walked on these issues. Let me know if we can be of help as we also have a lot of technical expertise on these issues on our law side in Wisconsin!

Thanks again for all that you are doing.
Best,
Denise

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:557AF722-AFBE-4A23-B845-6EB536F6E584]

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Message

From: Laws, Elliott [ELaws@crowell.com]
Sent: 5/19/2017 9:12:48 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: Portland Harbor

Thnx Byron
Have a great weekend

Elliott

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com>
Direct Ex. 6
Fax: 1.202.322.9511<tel:1.202.322.9511>

Crowell & Moring LLP |www.crowell.com<http://www.crowell.com/>
1001 Pennsylvania Avenue NW<x-apple-data-detectors://2>
Washington, DC 20004<x-apple-data-detectors://2>

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On May 19, 2017, at 3:51 PM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:

Yes, June 9 works. Should be able to do 10 or 11 am.

From: Laws, Elliott [mailto:ELaws@crowell.com]
Sent: Friday, May 19, 2017 9:30 AM
To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
Subject: RE: Portland Harbor

Hi Byron. Just checking if June 9th will work. The Portland area folks are looking to make their flight reservations.

Thnx again,
Elliott

Elliott P. Laws
1.2 Ex. 6
Crowell & Moring LLP | www.crowell.com<http://www.crowell.com/>
1001 Pennsylvania Avenue NW
Washington, DC 20004

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From: Laws, Elliott
Sent: Wednesday, May 17, 2017 1:20 PM
To: 'Brown, Byron'
Subject: RE: Portland Harbor

Hi Byron. Yes if its possible we'd like just to meet with you.
If we can get June 9th – we'd request being able to finish by 3:30 so the Port and NW Natural folks can catch the last flight back to Portland.

Thnx,

Elliott

Elliott P. Laws

1. Ex. 6
Crowell & Moring LLP | www.crowell.com<http://www.crowell.com/>
1001 Pennsylvania Avenue NW
Washington, DC 20004

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From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Tuesday, May 16, 2017 5:56 PM
To: Laws, Elliott
Subject: RE: Portland Harbor

Hi Elliott – yes spoke with Cliff recently. Do you want to meet just with me? Meaning, no OLEM or Region 10?

From: Laws, Elliott [mailto:ELaws@crowell.com]
Sent: Tuesday, May 16, 2017 10:00 AM
To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
Subject: Portland Harbor

Hi Byron – I hope this finds you doing well. I believe you spoke briefly with Cliff Rothenstein about Portland Harbor last night. His client (Port of Portland) and mine (Northwest Natural Gas) would like the opportunity to meet with you to discuss their concerns regarding the site as well as their thoughts on how best to move forward. Ideally, they would like to meet Friday, June 9th. But June 6th or 8th that week could work as well. If for any reason you would like to meet earlier – then they could make the trip to Washington sometime during the week of May 29th.

Thnx for your consideration. I look forward to hearing back from you.

Elliott

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com>
Direct Ex. 6 | Fax: 1.202.322.9511

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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 6/16/2017 1:57:19 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Nichols, Alex (53820) [janichols@michaelbeststrategies.com]; Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]
Subject: Re: update

Thanks Byron, all I need to know. Thank you so much! Steve would like to come back for it so let me know some dates that work for you. I can even send a calendar invite out to your team as well to help you out if I know the email addresses! Thanks again, D

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com
T 202.844.3804 | M Ex. 6 | F 202.347.1819

my bio <http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> |
our firm <http://www.michaelbeststrategies.com/> | vCard
<http://www.michaelbest.com/People/Denise-Bode.vcf>

On 6/8/17, 9:46 AM, "Brown, Byron" <brown.byron@epa.gov> wrote:

>Thanks for your patience. I have not had a scheduler the past month or
>so but that is being sorted out. I am looking to set something up in the
>next week or two for you to meet with Sarah Greenwalt and me. The ozone
>issue is being handled by Mandy Gunasekara. Both Mandy and Sarah are out
>this week.
>
>-----Original Message-----
>From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
>Sent: Thursday, June 8, 2017 9:39 AM
>To: Brown, Byron <brown.byron@epa.gov>
>Subject: update
>Importance: High
>
>Hi Byron, hope all is well and that we can get together again soon. Just
>wondered if you had thought about our next meeting with you all yet?
>
>Also, we represent Wisconsin companies impacted by the Ozone rule and
>wondered if you all had anymore detail on the task force being formed.
>We work closely with Governor Walked on these issues. Let me know if we
>can be of help as we also have a lot of technical expertise on these
>issues on our law side in Wisconsin!
>
>Thanks again for all that you are doing.
>Best,
>Denise
>
>Denise A. Bode
>Partner
>E
>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
>T 202.844.3804 | M Ex. 6 | F 202.347.1819
>[cid:557AF722-AFBE-4A23-B845-6EB536F6E584]
>
>my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> |
>our firm<http://www.michaelbeststrategies.com/> |
>vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>
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> Email Disclaimer

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>concerning this message, please contact the sender.
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==========

Message

From: Lorenzen, Thomas [TLorenzen@crowell.com]
Sent: 6/2/2017 1:57:42 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Great running into you yesterday!

Hope all is going well. Let me know if you come up for air. I'd love to catch up in some manner other than shouting out a car window.

Best,
Tom

Thomas A. Lorenzen
crowell moring
Crowell & Moring LLP
1001 Pennsylvania Avenue NW | Washington, DC 20004-2595
Ex. 6 direct | Ex. 6 mobile
tlorenzen@crowell.com | www.crowell.com
Biography | vCard

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Message

From: Lorenzen, Thomas [TLorenzen@crowell.com]
Sent: 9/29/2017 2:36:09 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: RE: Call today?

Great. I'll be in my office then. [Ex. 6]. I look forward to speaking with the two of you.

Tom

From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Friday, September 29, 2017 10:35 AM
To: Lorenzen, Thomas
Subject: Re: Call today?

Yes. 3 pm works.

Sent from my iPhone

On Sep 29, 2017, at 10:33 AM, Lorenzen, Thomas <TLorenzen@crowell.com> wrote:

> Byron,
>
> Just checking in to see if you, David, and I are on for a call this afternoon. We had discussed 3 pm, but I'm available pretty much any time after 1:30.
>
> Best,
> Tom

Thomas A. Lorenzen
<image003.jpg>
Crowell & Moring LLP
1001 Pennsylvania Avenue NW | Washington, DC 20004-2595
[Ex. 6] direct | [Ex. 6] mobile
tlorenzen@crowell.com | www.crowell.com
Biography | vCard

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Message

From: Davis, Patrick [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7FCA02D1EC544FBBBD6FB2E7674E06B2-DAVIS, PATR]
Sent: 5/10/2017 9:33:32 PM
To: Laws, Elliott [ELaws@crowell.com]
CC: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Fotouhi, David [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=febaf0d56aab43f8a9174b18218c1182-Fotouhi, Da]; Breen, Barry [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=1b44bce1a71e4a95acaf82f2fbc858b0-BBREEN]
Subject: Re: Superfund Administrative Reforms

I have it. Thank you.

Sent from my iPhone

> On May 10, 2017, at 5:05 PM, Laws, Elliott <ELaws@crowell.com> wrote:
>
> Sorry for the resend but Patrick's email address is wrong on the EPA website. I'm hoping this is the correct structure.
>
> Elliott
>
>
> Elliott P. Laws
> 1. Ex. 6
> Crowell & Moring LLP | www.crowell.com<http://www.crowell.com/>
> 1001 Pennsylvania Avenue NW
> Washington, DC 20004
>
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>
> From: Laws, Elliott
> Sent: Wednesday, May 10, 2017 4:59 PM
> To: Brown, Byron; Fotouhi.David@epa.gov; Breen, Barry; Patrick.davis@Epa.gov
> Subject: Superfund Administrative Reforms
>
> Gentlemen – thank you for taking the time last week to discuss the history of some of the Superfund Administrative Reforms instituted by the program over the years as well as some possible options for additional reforms. As we discussed, I am attaching the following:
>
> 1 – a link to the RACER Trust Settlement Agreement and related documents (In re Motors Liquidation Company, et al., f/k/a General Motors Corp., et al.; Case No. 09-50026; Bankr. S.D.N.Y): http://www.racertrust.org/About_RACER/Settlement_Agreement.
>
> 2 – a copy of a standard form RACER Trust Purchase and Sale Agreement with environmental provisions affecting both the Trust and the purchaser of the property highlighted in yellow.
>
> 3 – a RACER analysis of the likely steps that Atlantic Realty will undertake in order to construct residential properties at the Trust's Delphi Trenton Industrial Land property in Ewing, NJ. Since the determination of what additional environmental work required to move the portion of the property designated for residential from the Trust level of cleanup to a residential is between the purchaser and the NJ Department of Environmental Protection, the Trust Cleanup Manager has generally described process and the likely steps that the purchaser will be required to take.
>
> 4 – a draft of a survey RACER is considering undertaking to determine the reasons why environmentally impaired properties (primarily brownfields) may or may not be purchased by developers or companies. We would welcome any comments that you might have.
>
> Lastly, I expect the invitation for Administrator Pruitt to visit the FMC OU of the East Michaud Flats Superfund Site in Pocatello, ID to be forthcoming from FMC Corp. and ValleyAgronomics, LLC within the next week.
>
> Please feel free to contact me if you have any questions on the materials provided or if you wish to further discuss the Superfund program.
>
>

> Elliott P. Laws
> elaws@crowell.com<mailto:elaws@crowell.com>
> Direct [redacted] | Fax: 1.202.322.9511
>
> Crowell & Moring LLP | www.crowell.com<http://www.crowell.com/>
> 1001 Pennsylvania Avenue NW
> Washington, DC 20004
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>
>
> <Model-Purchase-and-Sale-Agreement-for-RACER-Properties-LLC.pdf>
> <Ewing remediation and redevelopment summary 050517.pdf>
> <Proposed Survey of BF Buyers 05.04.2017.pdf>

Message

From: Lorenzen, Thomas [TLorenzen@crowell.com]
Sent: 9/29/2017 2:32:15 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Call today?

Byron,

Just checking in to see if you, David, and I are on for a call this afternoon. We had discussed 3 pm, but I'm available pretty much any time after 1:30.

Best,
Tom

Thomas A. Lorenzen
crowell moring
Crowell & Moring LLP
1001 Pennsylvania Avenue NW | Washington, DC 20004-2595
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Message

From: Laws, Elliott [ELaws@crowell.com]
Sent: 5/10/2017 9:03:49 PM
To: Davis, Patrick [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=7fca02d1ec544fbbbd6fb2e7674e06b2-Davis, Patr]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Fotouhi, David [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=febaf0d56aab43f8a9174b18218c1182-Fotouhi, Da]; Breen, Barry [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=1b44bce1a71e4a95acaf82f2fbc858b0-BBREEN]
Subject: FW: Superfund Administrative Reforms
Attachments: Model-Purchase-and-Sale-Agreement-for-RACER-Properties-LLC.pdf; Ewing remediation and redevelopment summary 050517.pdf; Proposed Survey of BF Buyers 05.04.2017.pdf

Sorry for the resend but Patrick's email address is wrong on the EPA website. I'm hoping this is the correct structure.

Elliott

Elliott P. Laws
Ex. 6
Crowell & Moring LLP | www.crowell.com
1001 Pennsylvania Avenue NW
Washington, DC 20004

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From: Laws, Elliott
Sent: Wednesday, May 10, 2017 4:59 PM
To: Brown, Byron; Fotouhi.David@epa.gov; Breen, Barry; Patrick.davis@Epa.gov
Subject: Superfund Administrative Reforms

Gentlemen – thank you for taking the time last week to discuss the history of some of the Superfund Administrative Reforms instituted by the program over the years as well as some possible options for additional reforms. As we discussed, I am attaching the following:

1 – a link to the RACER Trust Settlement Agreement and related documents (In re Motors Liquidation Company, *et al.*, f/k/a General Motors Corp., *et al.*; Case No. 09-50026; Bankr. S.D.N.Y): http://www.racertrust.org/About_RACER/Settlement_Agreement.

2 – a copy of a standard form RACER Trust Purchase and Sale Agreement with environmental provisions affecting both the Trust and the purchaser of the property highlighted in yellow.

3 – a RACER analysis of the likely steps that Atlantic Realty will undertake in order to construct residential properties at the Trust's Delphi Trenton Industrial Land property in Ewing, NJ. Since the determination of what additional environmental work required to move the portion of the property designated for residential from the Trust level of cleanup to a residential is between the purchaser and the NJ Department of Environmental Protection, the Trust Cleanup Manager has generally described process and the likely steps that the purchaser will be required to take.

4 – a draft of a survey RACER is considering undertaking to determine the reasons why environmentally impaired properties (primarily brownfields) may or may not be purchased by developers or companies. We would welcome any comments that you might have.

Lastly, I expect the invitation for Administrator Pruitt to visit the FMC OU of the East Michaud Flats Superfund Site in Pocatello, ID to be forthcoming from FMC Corp. and ValleyAgronomics, LLC within the next week.

Please feel free to contact me if you have any questions on the materials provided or if you wish to further discuss the Superfund program.

Elliott P. Laws
elaws@crowell.com
Direct Ex. 6 Fax: 1.202.322.9511

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1001 Pennsylvania Avenue NW
Washington, DC 20004

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Brownfield Redevelopment in New Jersey

RACER's experience/perspective

RACER Trust is currently working on the cleanup and redevelopment of its Ewing Township, NJ site. Below is some perspective on the work RACER is doing to cleanup and facilitate redevelopment on the project and how that work supports and interacts with the developers responsibilities. If additional information is desired, Bruce Rasher (brasher@racertrust.org) can respond to transactional questions, and Robert Hare (rhare@racertrust.org) can respond to environmental questions. Additional information and documents referenced below can be found on the RACER Trust website at www.racertrust.org.

RACER Trust was formed out of the bankruptcy of General Motors Corporation and assumed funding and responsibility for cleanup, along with a clear objective of promoting redevelopment, of this former GM manufacturing site. The mandate included cleanup to achieve regulatory closure to non-residential criteria and to position the site for reuse to maximize the benefit to the community.

RACER is in the process of achieving cleanup to the non-residential regulatory end-points consistent with the funding provided and a bankruptcy Settlement Agreement signed by the State of New Jersey. The highest and best use of the property, which is supported by the community, is mixed use (residential, commercial/retail, live-work space). This use requires further, incremental remedial action by the buyer to achieve the NJDEP more restrictive residential cleanup criteria. The buyer has indicated that they expect to utilize NJDEP pre-approved remedial methods, called Presumptive Remedies (i.e., clean soil capping) to achieve many of their obligations, along with some limited excavation, but ultimately they will be working separately with the NJDEP to determine the incremental efforts needed to satisfy the NJ requirements for the intended use. Note that the cost to perform any additional remediation will be funded by the buyer out of the transaction; i.e., no contribution from the seller, or public sources of financing will be used.

Post-closing and beyond, after development is complete, both RACER Trust and the buyer will have long term obligations for maintenance and monitoring of the remedial actions that were implemented. Funding for their respective monitoring efforts will be borne by each party separately.

PURCHASE AND SALE AGREEMENT

[For the sale of real property in ILLINOIS, MASSACHUSETTS, MICHIGAN, NEW JERSEY, NEW YORK, and OHIO]

Between

SELLER:

RACER PROPERTIES LLC,
a Delaware limited liability company

And

BUYER:

_____,

a _____

Property Address:

_____

Town/City of _____
County of _____
State of _____

Tax Parcel Identification Number(s):
_____

RACER Reference #_____

BASIC TERMS

This Basic Terms are incorporated in the Purchase and Sale Agreement attached hereto, including all Exhibits (collectively, the "**Agreement**"), between Seller and Buyer (as such terms are defined below). The Basic Terms do not include all of the relevant terms and provisions relating to each of the items below and Seller and Buyer should carefully review all of the terms and provisions of the Agreement.

1.	Seller:	**RACER PROPERTIES LLC,** a Delaware limited liability company
2.	Buyer:	_____, a _____
3.	Effective Date:	_____, 201_
4.	Real Property:	Real property having an address at _____ in the Town/City of _____, County of _____, State of _____ ("**State**"), consisting of approximately _____ acres of land, and more particularly described on **Exhibit A** attached hereto.
5.	RACER Ref. No.:	_____
6.	Purchase Price:	$ _____
7.	Deposit:	$ _____
8.	Outside Closing Date:	_____
9.	Escrow Agent/Title Company:	First American Title Insurance Company Patricia A. Cadena, National Escrow Officer National Commercial Services 900 Wilshire Drive, Suite 260 Troy, Michigan 48084 Tel: 248.458.7207 Fax: 866.714.8131 Email: pcadena@firstam.com
10.	Inspection Period:	Sixty (60) Days
11.	Broker (if any):	_____
12.	Settlement Agreement:	The Environmental Response Trust Consent Decree and Settlement Agreement among Motors Liquidation Company (f/k/a General Motors Corporation), Seller's predecessor-in-interest, and its affiliated debtors as debtors and debtors in possession, 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 on the Trust's website at http://racertrust.org/About_RACER/Settlement_Agreement.

13. Trust: Revitalizing Auto Communities Environmental Response Trust, a trust formed under the laws of the State of New York, the Sole Beneficiary of which is the United States of America.

REF #_____

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "**Agreement**") is made as of the above-referenced Effective Date between Seller and Buyer for the sale of the Property (defined below in Recital A), subject to the terms and conditions set forth herein. Each party hereto may be referred to herein as a "**Party**" or collectively as the "**Parties**". Initially capitalized terms used but not otherwise defined in this Agreement are defined in the Settlement Agreement.

RECITALS:

A. Seller is the owner of the Real Property, which Real Property, together with all of Seller's right, title, and interest in and to all appurtenances and improvements, if any, will be referred to collectively, as the "**Property**."

B. Pursuant to the Settlement Agreement, effective as of March 31, 2011 (and accompanying "Trust Agreement" of the same date), and the 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, entered by the U.S. Bankruptcy Court for the Southern District of New York on March 29, 2011 "**Confirmation Order**" (Trust Agreement and Confirmation Order are collectively referred to herein as "**Bankruptcy Documents")**, subject to funding and other limitations described therein, the Trust is obligated, with its successors and assigns, to conduct certain Environmental Action 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 corresponding agency within the State ("**[Name of corresponding State environmental agency]**"). [**IF THE PROPERTY IS A RACER ENVIRONMENTAL ACTION SITE**: 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 _____.]

C. Notwithstanding any such existing obligations of the Trust for such Environmental Actions, Seller desires to sell, transfer and convey, and Buyer desires to purchase and acquire, the Property, subject to the terms and conditions thereof.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants, conditions and promises contained herein, Seller and Buyer hereby agree as follows:

ARTICLE 1

TERMS OF SALE

1.1 Purchase and Sale. Buyer will purchase and acquire the Property from Seller, and Seller will sell and convey the Property to Buyer, on the terms and subject to the conditions set forth in this Agreement (the "**Sale**"). Buyer acknowledges that the Sale does not include any personal property.

1.2 Purchase Price. On or before the Effective Date, Buyer will deliver the Deposit to the Title Company, by certified check or wire transfer of immediately available funds, which Deposit will be held by the Title Company in escrow. Contemporaneously with its

execution of this Agreement, Buyer will complete and deliver to Title Company, an executed Form W-9 and any other documents required by all applicable laws and other requirements of any Governmental Authority having jurisdiction over the Property (collectively, "**Laws**") in connection therewith. At the Closing, the Deposit will be applied towards the Purchase Price, except as otherwise provided herein. If the Sale fails to close when required hereunder, by reason of: (a) Buyer's default, then the Deposit will automatically, and without further act, be paid to Seller; or (b) any reason other than Buyer's default, then the Deposit will be paid to Buyer, in each case, except as otherwise expressly provided in this Agreement.

1.3 Settlement Agreement. This Agreement will be subject to the terms of the Settlement Agreement. Where the terms of this Agreement and of the Settlement Agreement conflict, the terms of the Settlement Agreement will control. Buyer acknowledges that it has been provided with a copy of or access to, and has had an opportunity to review, the Settlement Agreement.

1.4 Application of the Settlement Agreement to the Property.

1.4.1 Any Environmental Condition existing at, on, in, under or about the Property as of the Effective Date for which the Trust has actual knowledge and is obligated to perform Environmental Actions under this Agreement, the Settlement Agreement, or any other Bankruptcy Document is defined herein as a "**Pre-Existing Environmental Condition**."

1.4.2 Restrictions under the Settlement Agreement with respect to Seller's Funding Accounts may limit the liabilities and obligations of Seller under this Agreement.

1.4.3 Seller will not adjust the Purchase Price with respect to any Settlement Agreement requirements or restrictions.

ARTICLE 2

CONDITION; INSPECTION

2.1 Existing Conditions.

2.1.1 Buyer acknowledges and agrees that it is relying upon its own investigation of the physical, economic use, compliance and environmental condition of the Property. Accordingly, except as may be specifically provided otherwise in this Agreement, the Property is being sold, and Buyer hereby agrees to accept the Property, in "AS IS, WHERE IS, WITH ALL FAULTS" condition as of the "**Closing Date**" (as defined in Section 6.1.1 below) without reliance upon any representation, warranty or covenant whatsoever with respect to the physical condition, fitness for a particular use or economic viability, including without limitation: (a) the compliance of the Property or its operation with any applicable Laws; (b) the availability, quality, nature, adequacy and physical condition of any utilities serving the Property; (c) the Intended Use as defined below or any other use; (d) the presence or existence of any Pre-Existing Environmental Condition, and any other Environmental Condition, whether or not disclosed in the Environmental Reports; or (e) any actual or threatened liability of any kind arising from, or related to, an Environmental Claim, any Environmental Condition, or any other violation of any Environmental Law. For purposes hereof, "**Intended Use**" means [FOR MICHIGAN ONLY: any nonresidential cleanup criteria category referenced in Section 324.20120a(l)(b) of the Michigan Consolidated Laws ("**MCL**") and] the nonresidential land uses described in the attached Declaration of Restrictive Covenant or Environmental Restrictive Covenant recorded or to be

REF #_____

recorded in the chain of title for the Property, or other recorded document that sets forth the restrictions of the Property.

2.1.2 Buyer acknowledges and agrees that the Property will also be sold and conveyed subject to any and all work, actions and activities performed or taken by, or on behalf of, Buyer, its Affiliates or their respective agents, employees, contractors, representatives, and such other Persons over which Buyer exerts control thereof (the "**Buyer Representatives**"), during any access granted to them to the Property prior to the Closing Date, and any liabilities arising in connection therewith.

2.1.3 Buyer acknowledges that Pre-Existing Environmental Conditions may exist at, on, in, under or about the Property, and Seller has provided Buyer with access to environmental reports in Seller's possession pertaining to the Property (the "**Environmental Reports**"). Buyer has been provided access to and/or has reviewed the Environmental Reports, and by its execution and delivery of this Agreement, agrees to purchase the Property subject to all matters and conditions described therein, without any adjustment to the Purchase Price of any kind whatsoever. Buyer will have full rights to use and rely upon the Environmental Reports, and data included in the Environmental Reports, at its sole discretion and risk to support compliance with the requirements of all applicable environmental, health and safety laws, regulations, and ordinances. Buyer acknowledges and agrees that Seller makes no representations or warranties regarding the accuracy or completeness of any such reports. [FOR MICHIGAN ONLY: Buyer understands that, for purposes of MCL 324.20116, the Property constitutes a "facility" as that term is defined by MCL 324.20101(1)(s) and Seller has disclosed the nature and extent of the release in the Environmental Reports and any land or resource use restrictions.]

2.2 Physical Due Diligence.

2.2.1 Except as otherwise provided herein, during the period from the Effective Date through 5:00 pm Detroit time on the sixtieth (60th) day after the Effective Date (the "**Physical Inspection Period**"), Buyer may conduct, at Buyer's sole expense, any and all environmental, geotechnical and other physical due diligence regarding the Property reasonably required or desired by Buyer to satisfy itself in all material respects with the physical condition thereof, including any and all inspections and assessments (the "**Physical Inspection**") to determine the feasibility of any future development of the Property, if any, subject to the terms and conditions hereof and the Pre-Closing Access Agreement, in the form attached hereto as **Exhibit B**, dated as of the Effective Date. Buyer will provide copies to Seller of any and all reports, assessments, analysis, environmental site assessments, summaries and other materials provided by third party consultants in connection with, or otherwise pertaining to, such Physical Inspection (collectively, "**Buyer's Diligence**").

2.2.2 If Buyer is not satisfied with the results of the Physical Inspection (except for those matters already disclosed to Buyer in the Environmental Reports), then Buyer's sole right will be to terminate this Agreement by delivering written notice to Seller and Title Company prior to the expiration of the Physical Inspection Period, whereupon, effective as of the date Seller receives such written notice, this Agreement will be deemed terminated and of no further force and effect, Buyer will be entitled to receive a refund of the Deposit and the Parties will be relieved and released from any further liabilities or obligations under this Agreement, except to the extent otherwise expressly stated to survive the termination of this Agreement. If Buyer does not timely deliver notice to Seller and Title Company, then Buyer will be deemed to have waived and relinquished all rights and claims

REF #_____

to terminate this Agreement in connection with this provision, and this Agreement will continue in full force and effect in accordance with its terms.

2.2.3 If, prior to the expiration of the original Physical Inspection Period, Seller is unable to obtain a release of the United States Treasury Lien securing financing in the original maximum principal amount of $33,300,000,000, subject to which the Property may have been conveyed to Seller (the "**Treasury Lien**"), if such Treasury Lien exists on the Property, at Buyer's election: (a) the original Physical Inspection Period will be extended on a day-to-day basis until such time as Seller obtains the release of the Treasury Lien; or (b) Buyer may terminate this Agreement as set forth above. If there is no Treasury Lien identified in the Title Commitment or other title records for the Property or otherwise not found to affect the Property, then this Section 2.2.3 shall not be deemed by the Parties to be a Closing Condition under Section 6.2.

2.2.4 Buyer will have the right to extend the Physical Inspection Period for two (2) consecutive periods of thirty (30) days (the "**Physical Inspection Extension Period**"), on the condition that:

(a) Buyer has notified Seller of its election to extend the Physical Inspection Period at least three (3) Business Days prior to the expiration of the original Physical Inspection Period, or the immediately preceding Physical Inspection Extension Period, as the case may be;

(b) No default by Buyer under this Agreement or any other Transaction Document has occurred; and

(c) In consideration of the Physical Inspection Extension Period, Buyer will deliver to Title Company in advance thereof, the sum of $25,000 for such Extension Period (the "**Physical Inspection Period Extension Fee**"), which will be added to, and held in escrow as part of the Deposit. The Inspection Period Extension Fee shall be credited towards the Purchase Price in Buyer's favor at Closing, but shall be nonrefundable and payable to Seller if a Closing does not occur for any reason other than due to Seller's Default or a termination due to any title objections as set forth in Section 3.1.2(b) below, Casualty (defined in Section 9.1 below) or Condemnation (defined in Section 9.2 below).

2.2.5 Seller has no duty at any time to inform Buyer of any approaching or missed deadlines under the inspection Period or any Extension Period relating thereto.

2.3 Governmental Approvals

2.3.1 Buyer shall have, independent of the Physical Inspection Period or any Extension Period relating thereto, to obtain, at Buyer's sole expense, any and all approvals of any Governmental Authority (the "**Governmental Approvals Period**"), including but not limited to the Development Agreement (as defined below), reasonably required or desired by Buyer to develop and use the Property for the Intended Use.

2.3.2 Buyer will have the right to extend the Governmental Approvals Period for two (2) consecutive periods of thirty (30) days (the "**Governmental Approvals Extension Period**"), on the condition that:

(a) Buyer has notified Seller of its election to extend the Governmental Approvals Period at least three (3) Business Days prior to the expiration of

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the original Governmental Approvals Period, or the immediately preceding Governmental Approvals Extension Period, as the case may be;

(b) No default by Buyer under this Agreement or any other Transaction Document has occurred; and

(c) In consideration of the extension, Buyer will deliver to Title Company in advance thereof, the sum of $25,000 (the " **Governmental Approvals Period Extension Fee**"), which will be added to, and held in escrow as part of the Deposit. The Governmental Approvals Period Extension Fee shall be credited towards the Purchase Price in Buyer's favor at Closing, but shall be nonrefundable and payable to Seller if a Closing does not occur for any reason other than due to Seller's Default or a termination due to any title objections as set forth in Section 3.1.2(b) below, Casualty (defined in Section 9.1 below) or Condemnation (defined in Section 9.2 below).

2.3.3 Seller has no duty at any time to inform Buyer of any approaching or missed deadlines under the Governmental Approvals Period or any Extension Period relating thereto.

ARTICLE 3

TITLE AND SURVEY

3.1 Title.

3.1.1 Promptly after the Effective Date, Buyer may obtain at its own expense, and deliver, or cause to be delivered, to Seller, a title insurance commitment (the "**Title Commitment**") from the Title Company, underwritten by First American Title Insurance Company, including legible copies of all documents referenced therein. Within forty-five (45) days from the Effective Date (the "**Title Inspection Period**"), Buyer will deliver written notice to Seller ("**Objection Notice**") of its objection to any matter set forth in the Title Commitment ("**Objection Items**"). Within fifteen (15) days of Seller's receipt of the Objection Notice ("**Seller's Response Period**"), Seller will deliver written notice ("**Seller's Response Notice**") to Buyer setting forth which Objection Items, if any, Seller will cause to be insured over or removed, in its sole and absolute discretion, without regard to reasonableness, on or before the Closing Date. Seller's failure to deliver a Seller's Response Notice will be treated as if Seller had elected to not take any action with respect to any Objection Items, thereby rendering them Permitted Exceptions (defined below), unless Buyer elects to terminate this Agreement in accordance with Section 3.1.2(b). "**Permitted Exceptions**" means all exceptions contained in the Title Commitment and all Restrictions affecting the Property relating to the Environmental Actions or otherwise limiting the use and/or development of the Property to the Intended Use or to implement the Settlement Agreement: (i) to which Buyer does not object as herein provided; or (ii) as to which Buyer has waived or is deemed to have waived its objection.

3.1.2 Within five (5) Business Days after delivery of Seller's Response Notice or the expiration of Seller's Response Period, Buyer will notify Seller of its election to either: (a) accept title as it then is, subject to all Objection Items, in which event all Items other than those which Seller specifically agreed in Seller's Response Notice to remove or insure over, will become Permitted Exceptions; or (b) terminate this Agreement, whereupon Title Company will return the Deposit to Buyer and, except as otherwise expressly provided in this Agreement, neither Party will have any further rights or obligations under this Agreement.

3.1.3 If any endorsement or update issued to the Title Commitment contains matters other than those in the Title Commitment, Buyer will be entitled to object to any such matters by a written notice of objections to Seller on or before the date five (5) Business Days following Buyer's receipt of such endorsement or update. If Buyer fails to deliver to Seller a notice of objections on or before such date, Buyer will be deemed to have waived any objection to any matters appearing on such endorsement or update, and thereafter all such matters will be deemed to be Permitted Exceptions. Seller will have the option, but not the obligation within twenty (20) days after Seller's receipt of Buyer's notice of objection, to obtain the issuance of an endorsement to the Title Commitment removing such new matters or to obtain affirmative title insurance protection for such new matters, or to otherwise cure such matters. If Seller fails either to provide for the removal of such new matters or to obtain affirmative title insurance protection for, or otherwise cure, such new matters within such 20-day period, then this Agreement, at Buyer's option, will be terminated by written notice delivered to Seller within three (3) days after the expiration of such 20-day period. Upon delivery of such termination notice, this Agreement will automatically terminate, the Deposit will be promptly returned to Buyer, and the Parties will be released from all further obligations under this Agreement other than as specifically set forth herein. If Buyer fails to terminate this Agreement within the three-day period set forth above, all matters set forth in Buyer's notice of objections relating to such endorsement or update will be deemed to be Permitted Exceptions, and this Agreement will remain in full force and effect. If Buyer waives in writing its objection to any matters described in the notice of objections relating to such endorsement or update, such matters will be deemed to be Permitted Exceptions.

3.1.4 At Closing, Buyer may obtain, at Buyer's cost, a title insurance policy (the "**Title Policy**") from Title Company, insuring Buyer's fee interest in the Property, subject to the Permitted Exceptions; provided, however, the failure of Title Company to issue such Title Policy, shall not entitle Buyer to delay the Closing or terminate this Agreement, unless and to the extent Buyer has objected thereto during the Title Inspection Period, and Seller has agreed to the cure thereof as set forth in Section 3.1.1 above.

3.2 Survey. Buyer will have the right, in its sole discretion and at its sole expense, to cause a surveying company duly licensed in the State, to prepare and deliver to Buyer, Seller, and Title Company within forty-five (45) days after receipt by Buyer of the Title Commitment, an ALTA/NSPS survey of the Property sufficient for the issuance of Title Policy (the "**Survey**"); provided, however, should a Survey be required for the Deed (as defined in Section 4.1.2 below) to be accepted for recording by the appropriate County recorder's office, then Buyer, at its sole cost, will obtain the Survey during the Inspection Period. If Buyer elects, or is required, to obtain a Survey, the Survey will be specifically addressed and certified to each of Buyer, Seller and Title Company.

3.3 Extension. Buyer will have the right, upon prior reasonable request to Seller, to extend the Title Inspection Period for one additional thirty (30) day period (the "**Title Extension Period**"), on the condition that:

(a) Buyer has notified Seller of its election to extend the Title Inspection Period at least three (3) Business Days prior to the expiration of the original Title Inspection Period;

(b) no default by Buyer under this Agreement or any other Transaction Document has occurred; and

(c) in consideration of such Title Extension Period, Buyer has delivered to Escrow Agent in advance thereof, the sum of $10,000 (the "**Title Extension Fee**"), which Title Extension Fee will be added to, and held in escrow together with the Deposit. The Title Extension Fee will be credited towards the Purchase Price in Buyer's favor at Closing, but shall be nonrefundable and payable to Seller if a Closing does not occur for any reason other than due to a Seller Default.

3.4 Seller has no duty to inform Buyer of any approaching or missed deadlines under the Title Inspection Period or any Extension Period relating thereto.

ARTICLE 4

SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Seller's Representations and Warranties.

4.1.1 Pursuant to the Confirmation Order, title to the Property was conveyed to Seller pursuant to quit claim deed. Seller does not have a title insurance policy insuring its fee simple interest in the Property.

4.1.2 **Seller is wholly-owned by the Trust**. Seller has full capacity, right, power and authority to execute, deliver, and perform this Agreement and the Transaction Documents. This Agreement, the Transaction Documents and the transactions contemplated herein have been duly authorized by Seller, and are binding and enforceable against Seller in accordance with their respective terms (except as enforceability may be limited by Law).

4.1.3 Except as disclosed herein, no consents of any kind are required for Seller to execute, deliver and perform its obligations under this Agreement and consummate the Sale.

4.1.4 Seller is a "United States person" (as defined in Section 7701(a)(30)(B) or (C) of the Internal Revenue Code of 1986, as amended (the "**Code**") for the purposes of the provisions of Section 1445(a) of the Code.

4.1.5 Seller acknowledges and agrees that it will cooperate with Buyer in obtaining any requisite approvals and/or in overcoming any objections of any Governmental Authorities, as such approvals may be required under this Agreement.

4.2 Additional Covenants. From and after the Effective Date until the Closing Date, without Buyer's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed), Seller will refrain from: (a) entering into any contract or agreement of any kind to sell or dispose of the entire Property, or otherwise solicit or accept from any individual(s) or entity or other Person any offers to purchase the entire Property, except as contemplated by this Agreement; (b) encumbering title to the Property with any liens or encumbrances (except to the extent that any required property taxes may continue to accrue with respect to the Property prior to the Closing, which items will be prorated as of the Closing Date in accordance with this Agreement), other than with Permitted Exceptions; and (c) entering into any other new contract affecting the Property, which will survive the Closing for more than sixty (60) days after the Closing or is otherwise terminable on not more than 60 days' notice.

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ARTICLE 5

BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Buyer's Representations and Warranties.

5.1.1 Buyer is a _____ in good standing under the laws of its jurisdiction of organization, and has all requisite power and authority to own and operate its real property and to carry on its business as now being conducted.

5.1.2 Buyer has authority to execute this Agreement and the Transaction Documents. This Agreement and the consummation of the transactions contemplated herein have been authorized by all necessary company action on the part of Buyer and any required Affiliate, and are and will be, valid, binding and enforceable against Buyer in accordance with their respective terms (except as enforceability may be limited by Law).

5.1.3 Except as disclosed herein, no consents of any kind are required for Buyer to execute, deliver or perform its obligations under this Agreement or any Transaction Document.

5.1.4 There are no litigation, demands or claims of any kind pending, or to the knowledge of Buyer, threatened, which would reasonably be expected to have a Material Adverse Effect on Buyer's ability to consummate the Sale, including without limitation, disputes with any Governmental Authority.

5.2 Additional Covenants and Acknowledgements.

5.2.1 Buyer acknowledges and agrees that it is relying solely on Buyer's inspections of the Property in consummating the Sale, and that no representations or warranties whatsoever have been made by Seller, or by any Person, firm, or agent acting or purporting to act on behalf of Seller, including but not limited to, with respect to: (a) the value, expense of operation or income potential of the Property; (b) the accuracy or completeness of any title, survey, engineering, environmental, zoning, appraisal, or other confidential information provided to Buyer relative to the Property; or (c) any other fact or condition which has or might affect the Property or the use, operation, development, value, or expense of operation thereof.

5.2.2 Buyer acknowledges and agrees that Seller relied on the information and documentation Buyer provided, or caused to be provided, to Seller in selecting Buyer as the purchaser of the Property, and that any misrepresentation with respect to, or material change in, such information or documentation will be deemed an event of default by Buyer hereunder. Buyer will promptly notify Seller in writing of any change in the information provided by Buyer to Seller in connection with this provision.

5.2.3 Buyer hereby acknowledges that, in connection with the sale of the Property and in reliance on information provided by Buyer, Seller has determined that Buyer's proposed use of the Property will be a productive and beneficial use based on the Sales Criteria, as defined in the Letter of Intent between Seller and Buyer dated _____ (the "**LOI**"). Accordingly, to induce Seller to enter into this Agreement, Buyer hereby: (a) represents and warrants that all information and documentation Buyer has provided, or caused to be provided, to or for the benefit of, Seller to assess whether or not Buyer's proposal for the Sale satisfies the Sales Criteria, including without limitation, the information included in, or provided with, the LOI with respect

thereto, is true, correct and complete in all material respects as of both the Effective Date and the Closing Date, and acknowledges and agrees that any misrepresentation with respect to, or material change in (other than changes to the Development Agreement, defined in Section 7.2.5, below, between Buyer and the Town/City of _____ or County of _____ prior to the Closing, which changes must be approved in writing by Seller, such approval not to be unreasonably withheld, conditioned or delayed), any such information or documentation will be deemed a Buyer Default, without further notice or act; (b) acknowledges that Seller and all relevant Governmental Authorities have relied upon such information and documentation in entering into, or not objecting to, as appropriate, this Agreement; and (c) agrees to promptly notify Seller of any change in, to or affecting such information or documentation, or its truth, accuracy or completeness.

5.2.4 The issuance of the Title Policy will be in lieu of any express or implied warranty of Seller concerning title to the Property, whether made herein or in the Deed or in any other document delivered at or in connection with the Closing. Purchaser acknowledges and agrees that, from and after the Closing Date, its only remedy for damages incurred by reason of any defect in title to the Property will be against the issuer of the Title Policy.

5.2.5 Buyer acknowledges and agrees that it will cooperate with Seller in obtaining any requisite approvals and/or in overcoming any objections of any Governmental Authorities, as such approvals may be required under this Agreement.

5.2.6 The provisions of this Article will survive the expiration or earlier termination of this Agreement and any Closing, and will not be merged into the Transaction Documents.

ARTICLE 6

CLOSING

6.1 Closing.

6.1.1 Except as otherwise provided herein or subsequently modified in writing by the Parties, the Sale shall close (the "**Closing**") at 11:00 am (Detroit time) on the date thirty (30) days after the expiration of the Inspection Period, subject to the terms and conditions hereof (the "**Closing Date**"), and, at Seller's election, at the offices of Seller, its attorneys or Title Company, or by overnight delivery of all required documents, including escrow closing instructions, to Title Company.

6.1.2 At Closing, Seller shall convey fee simple title to the Property, free and clear of all liens and encumbrances of any kind other than Permitted Exceptions, by quit claim deed (the "**Deed**") substantially in the form attached hereto as **Exhibit C**, with such changes in form only as are required by the State.

6.1.3 On the Closing Date, Buyer will pay the balance of the Purchase Price by wire transfer to the account designated by Seller, unless otherwise directed by Seller at least three (3) Business Days prior to the Closing Date.

6.2 Closing Conditions. The respective obligations of the Parties to consummate the Closing are subject to the satisfaction of the following conditions (the "**Closing Conditions**"):

6.2.1 The obligations of Seller to consummate the sale are conditioned upon the satisfaction of the following Closing Conditions: (a) the representations and warranties of Buyer made in this Agreement, and any other Transaction Document delivered pursuant hereto, are true, correct and complete when made and as of the Closing Date; (b) the unconditional delivery of Buyer's Closing Deliveries, including without limitation the payment of the Purchase Price; and (c) receipt by Seller of the release of the Treasury Lien; and (d) Seller issuance under Paragraph 64 of the Settlement Agreement of written notice to the United States, the State, and affected community(ies) where the Property is located, at least thirty (30) days prior to the Closing, of Seller's intent to sell the Property to Buyer.

6.2.2 The obligations of Buyer are conditioned upon the satisfaction of following Closing Conditions: (a) the unconditional delivery of Seller's Closing Deliveries; (b) the delivery of fee simple title to the Property, subject to no liens other than the Permitted Exceptions, and those items which Seller has elected to cause to be omitted or insured over at or prior to Closing in accordance with this Agreement; and (c) Buyer having received final site plan approval from the Town/City of _____ or County of _____ and any other appropriate Governmental Authority for Buyer's redevelopment of the Property.

ARTICLE 7

CLOSING AND POSSESSION

7.1 Seller's Closing Deliveries. On or prior to the Closing Date, Seller will execute and deliver, or cause to be executed and delivered, (collectively, "**Seller's Closing Deliveries**"):

7.1.1 the Deed;

7.1.2 all real property transfer tax returns and other forms required by Law to be completed or signed by Seller to transfer the Property as required under this Agreement and record the Deed;

7.1.3 the Environmental Easement Agreement between the Trust and Buyer in the form attached hereto as **Exhibit D** (the "**Environmental Easement Agreement**" or "**EEA**"), the Restrictive Covenant or other similar documents in the form attached thereto as **Exhibit E** (the "**Restrictive Covenant**" or "**RC**"), and all other Transaction Documents to which it is a party;

7.1.4 a Non-foreign Transferor Affidavit pursuant to Section 1445 of the Code;

7.1.5 a HUD-1 Settlement Statement or similar closing statement (the "**Closing Statement**") to Buyer and Title Company, and such other documents and affidavits as are reasonably requested by Title Company, to issue the Title Policy consistent with this Agreement.

7.2 Buyer's Closing Deliveries. At Closing, Buyer will execute and/or deliver, as applicable (collectively, "**Buyer's Closing Deliveries**"):

7.2.1 the balance of the Purchase Price, after deducting the unapplied portion of the Deposit, and subject to the credits and adjustments required by this

Agreement (to be shown on the Closing Statement executed by Buyer, Seller and Title Company);

7.2.2 all real property transfer tax returns and other forms required by Law be completed or signed by Buyer to transfer the Property and record the Deed;

7.2.3 the Environmental Easement Agreement and all other Transaction Documents to which it is a party;

7.2.4 evidence of the valid existence and good standing of Buyer in the state in which Buyer is organized, along with the consent of its principals authorizing the Sale;

7.2.5 the fully-executed Development Agreements between Buyer and the Town/City of _____ or County of _____ which shall be consistent with the terms of the LOI and the Sales Criteria set forth therein and include at a minimum a statement of the Buyer's Intended Use, the amount and timing of Buyer's intended investment in the Property, and the Buyer's projected amount and timing of jobs to be created through Buyer's Intended Use of the Property; and which Development Agreement shall be reviewed and approved by Seller (in its reasonable discretion) prior to execution by the Buyer (and if applicable, Seller) and the relevant local Governmental Authority for the redevelopment of the Property (the "**Development Agreement**"); and

7.2.5.1 Job Creation/Investment: Buyer agrees to cooperate with Seller post-Closing in documenting the amount of Buyer's investment in and jobs created at the Property brought about through the approved Development Agreement or through related means; and

7.2.6 evidence that Buyer has secured all necessary approvals/permits from the Town/City of _____, County of _____, and State, and any other Governmental Authority having jurisdiction over the Property for the Buyer's Intended Use for redevelopment of the Property that can be obtained prior to closing, including evidence that the Town/City has approved the site plan attached hereto as **Exhibit F**; and

7.2.7 the Closing Statement to Seller and Title Company, and such other documents and affidavits as are reasonably requested by Title Company, to issue the Title Policy consistent with this Agreement.

7.3 Tax Prorations. Except as otherwise provided herein, all real property taxes of any kind customarily adjusted upon the sale of a property similar to the Property will be prorated and adjusted on the due date basis, paid in advance, with Buyer being responsible for all such taxes allocable to the period commencing from and after 12:01 am (Detroit time) of the Closing Date, and Seller being responsible for all such taxes allocable to the period prior to and including 11:59 pm (Detroit time) of the day before the Closing Date, in each case regardless of when such taxes are actually due and payable without penalty or interest.

7.4 Other Prorations.

7.4.1 Any other expense items customarily adjusted upon the sale of property similar to the Property will be adjusted between Seller and Buyer as of the Closing Date in accordance with local custom; provided, however, Seller will have no responsibility for title insurance premiums or survey costs.

7.4.2 Buyer and Seller agree that the Title Company will be the "reporting person" relative to the transaction contemplated herein for purposes of Section 6045(e) of the Code.

7.5 Expenses.

7.5.1 Seller will be responsible for the cost of preparing the Deed.

7.5.2 Buyer will be responsible for the costs of the Title Commitment and Title Policy, Survey and conducting its due diligence investigation. All transfer taxes associated with the recordation of the Deed, if any, including without limitation, transfer and recordation taxes and documentary stamps, will be paid by Buyer at Closing or, if assessed at any time thereafter, will be paid promptly by Buyer following such assessment.

7.5.3 Each Party will pay its own attorneys', brokers', and consultants' fees. Buyer and Seller agree to provide each other reasonable assistance in the preparation and filing of any and all required transfer tax returns for or with respect to such transfer taxes with any and all appropriate taxing authorities.

ARTICLE 8

SPECIAL PROVISIONS

8.1 Environmental.

8.1.1 Except as otherwise provided for in this Agreement or the Environmental Easement Agreement, Buyer hereby **forever waives, and releases, relinquishes, acquits, and forever discharges** Seller and the Trust (collectively, "**RACER**"), their Affiliates and each of their respective members, partners, venturers, stockholders, directors, managers, officers, employees, spouses, agents, legal representatives, successors and assigns (collectively, "**Seller's Representatives**") from and against any and all liabilities, duties and obligations of any kind for any Environmental Actions or other remediation or other work by the Trust, 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. **Notwithstanding the foregoing, or anything to the contrary set forth elsewhere in this Agreement or any Transaction Document, RACER will have no responsibility or liability whatsoever with respect to any Pre-Existing Environmental Condition, or any other Environmental Condition which may hereafter exist, at, above, or below the surface of the Property, including without limitation, in any improvements and any and all discarded materials located on or at the surface of the Property, 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; roof shingles and other building materials which may contain asbestos-containing materials, except to the extent otherwise provided in, and subject to, this Agreement or the Environmental Easement Agreement.**

8.1.2 Buyer and Seller will work cooperatively with the Trust to prepare a Remediation and Redevelopment Coordination Plan reasonably acceptable to Buyer and Seller ("**RRCP**"). The RRCP will establish the working dynamics between Buyer, Seller, and

the Trust as well as the process for coordinating remediation work and redevelopment activities after the expiration of the Inspection Period and after Closing.

8.1.3 [IF APPLICABLE AS DETERMINED BY SELLER: Buyer acknowledges that the Property is subject to a Resource Conservation and Recovery Act ("**RCRA**") Corrective Action and that it will comply with the applicable RCRA-related notice requirements of Mich. Admin. Code R. 299.9525, or, if the Property is not located in Michigan, then equivalent State law or regulation.]

8.2 Restrictions. Buyer hereby acknowledges that Seller may have previously recorded or will record, prior to Closing, a Restrictive Covenant, or may record, prior to Closing, an Amended Restrictive Covenant, as to the Property (as form of which is attached as **Exhibit E**) with the register of deeds or appropriate land records office of the County of _____. Seller reserves the right to modify such Restrictive Covenant or Amended Restrictive Covenant prior to the expiration of the Inspection Period, or otherwise in accordance with the EEA.

8.3 Survival. The provisions of this Article and the Parties' respective obligations hereunder will survive the expiration or sooner termination of this Agreement and any Closing, and will not be merged into the Transaction Documents.

ARTICLE 9

CASUALTY OR CONDEMNATION AFFECTING THE PROPERTY

9.1 Casualty. If, between the Effective Date and the Closing Date, the Property is damaged by fire, flood, earthquake, hurricane, tornado, Act of God, or any other cause or means ("**Casualty**"), the following will apply:

9.1.1 Except as otherwise expressly provided in this Agreement, the risk of loss to the Property by such Casualty is assumed by Seller until the Closing Date, but without any obligation of Seller to repair or restore the Property, except to the extent such Casualty arises from the gross negligence or willful misconduct of Seller or any of Seller's Representatives. Seller will notify Buyer of Seller's determination on whether or not it will repair or restore the Property within one hundred eighty (180) days from the date of such Casualty, subject to Force Majeure (as defined in Section 11.4 below) and delays caused by Buyer or Buyer's Representatives. If Seller elects to repair or restore the Property, this Agreement will continue in full force and effect, and Buyer will not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, so long as Seller completes the repair or restoration within a reasonable period of time. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, will belong entirely to Seller, and if such proceeds are paid to Buyer, Buyer will promptly upon receipt thereof turn them over to Seller.

9.1.2 If Seller notifies Buyer that it does not elect to repair or restore the Property as set forth above, then this Agreement will automatically be deemed terminated and of no further force and effect, and Seller will return, or direct the Title Company to return, to Buyer the Deposit (unless the Casualty was caused by or related to the gross negligence, willful misconduct or presence on the Property, of Buyer or any Buyer Representative, in which case this Agreement will remain in full force and effect, without any credit against, or abatement in, the Purchase Price) and neither Party hereto will have any further rights, obligations or liability to or against the other hereunder, except as otherwise provided herein to survive such termination.

9.2 Condemnation. If, between the Effective Date and the Closing Date, the Property is affected by: (a) the exercise of any governmental power, whether by condemnation, eminent domain, other legal proceedings or otherwise by any Governmental Authority or private corporation or individual having the power of condemnation or eminent domain under applicable Law ("**Condemnor**"); and (b) a voluntary sale or transfer by Seller to any Condemnor, either under threat of condemnation or eminent domain or while legal proceedings for condemnation or eminent domain are pending ("**Condemnation**"), and such Condemnation is for:

9.2.1 All or substantially all of the Property, then this Agreement will terminate and be no further force or effect as of the date of such Condemnation.

9.2.2 A portion of the Property, and the removal of such portion from the Property would reasonably be considered to have a Material Adverse Effect on the Intended Use, then this Agreement will remain in full force and effect and: (a) Seller will be entitled to the entirety of any compensation awarded for such Condemnation (an "**Award**"); and (b) the Purchase Price will be reduced by the amount of such Award, less Seller's costs incurred in connection therewith.

9.2.3 A portion of the Property, and the removal of such portion from the Property would not reasonably be considered to have a Material Adverse Effect on the Intended Use, then this Agreement will remain in full force and effect and: (a) Seller will be entitled to the full amount of the Purchase Price; and (b) Buyer will be entitled to receive all of the Award, and Seller agrees that it will not make any adjustment or settlement of any such Condemnation proceeding without Buyer's consent and will take at Closing all action necessary to assign its entire interest in the Award to Buyer.

9.3 Survival. The provisions of this Article and the Parties' respective obligations hereunder will survive the expiration or sooner termination of this Agreement and any Closing, and will not be merged into the Transaction Documents.

ARTICLE 10

INDEMNIFICATION

10.1 Buyer Indemnification. Buyer shall defend, indemnify, pay, save, and, hold Seller, its Affiliates, and the Seller Representatives (the "**Seller Indemnified Parties**") harmless from and against any and all claims, liabilities, demands, fines, costs and expenses, including, without limitation, reasonable attorneys' fees and costs ("**Claims**") imposed upon, or incurred by or on behalf of such Seller Indemnified Parties, or the Property, arising from or related to: (a) any breach or default by Buyer under this Agreement including all expenses incurred in connection with the exercise by Seller of any remedy to which it is entitled hereunder; (b) any Release, no matter how caused (other than as a result of Environmental Actions of Seller, the Trust, or Seller's Representative's), to the extent the Release occurred after the Closing Date; (c) any Pre-Existing Environmental Conditions exacerbated by Buyer; (d) anything necessary to protect Seller's interest under this Agreement in any proceeding (whether voluntary or involuntary) pursuant to 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; or (e) the presence of Buyer or any Buyer Representative thereof on the Property prior to the Closing Date, or any other act or omission of Buyer, or any Buyer Representatives. Notwithstanding anything set forth above

in this Section, Buyer will not be liable for, or be obligated to defend, indemnify, pay, save and hold such Seller Indemnified Parties harmless from and against any Claims to the extent resulting from: (i) any Seller's Default or the gross negligence or willful misconduct of any of its Indemnified Parties; or (ii) any Environmental Action of Seller, the Trust or Seller's Representatives. [MICHIGAN ONLY: Except as otherwise provided in this Agreement, the Environmental Easement Agreement, or any of the other Transaction Documents, nothing herein will be construed as an agreement by Buyer to indemnify, defend or hold Seller harmless from liabilities related to Pre-existing Environmental Condition for which Buyer is otherwise not liable under Michigan law as a result of having conducted and filed a written report prepared in accordance with Parts 201 and/or 213 of Michigan's NREPA (as defined below), and the regulations promulgated thereunder, that confirms that the Property is a "facility" and/or a "site" as those terms are defined under Michigan law ("Baseline Environmental Assessment" or "BEA").]

10.2 Costs and Fees. If a Seller Indemnified Party shall, without fault, be made a party to any Claim commenced by or against Buyer, or if a Seller Indemnified Party shall, in its reasonable discretion, determine that it must intervene in such Claim to protect its interest hereunder, Buyer shall defend such Seller Indemnified Party using attorneys reasonably satisfactory to such Seller Indemnified Party, and shall pay all liabilities, costs and expenses incurred by the Seller Indemnified Party in connection with such Claim. A Seller Indemnified Party shall have the right to engage its own attorneys in connection with any of the provisions of this Section or any of the provisions of this Agreement, including, but not limited to, any defense of or intervention by Buyer, notwithstanding any contrary provisions of applicable Laws, and all attorneys' fees and costs shall be included in the amounts to be paid by Buyer.

10.3 Seller Indemnification. Buyer acknowledges that Seller will not defend, indemnify, pay, save or hold Seller Indemnified Parties harmless, except for the limited indemnities set forth in Sections 14.7 and 14.12, below.

10.4 Survival. The provisions of this Article and the Parties' respective obligation hereunder will survive the expiration or sooner termination of this Agreement and any Closing, and will not be merged into any Transaction Document.

ARTICLE 11

DEFAULT AND TERMINATION

11.1 Buyer's Events of Default. The occurrence of any of the following events and breaches of its obligations (each a "**Buyer's Default**") will constitute a default by Buyer under this Agreement:

11.1.1 Failure by Buyer to consummate the Closing on the Closing Date, if Buyer's Closing Conditions have been satisfied or waived, if such failure is not cured within ten (10) days after delivery by or on behalf of Seller of written notice of such failure.

11.1.2 Failure of Buyer to comply with any other provision of this Agreement, if such failure is not cured within twenty (20) days after delivery by or on behalf of Seller of written notice of such failure, unless any provision of this Agreement provides for a shorter or no time period for cure, and except in cases of an emergency.

11.1.3 The breach by Buyer of any representation, warranty or covenant when made or on the Closing Date.

11.2 Seller's Remedies. If a Buyer Default occurs, then Seller's sole and exclusive remedy for such Buyer's Default will be to terminate this Agreement, so that it is of no further force and effect and retain the Deposit, including all Extension Fees, as liquidated damages, it being acknowledged and agreed that it is extremely difficult and impracticable to ascertain the extent of detriment to Seller caused by the breach by Buyer under this Agreement, and the failure of the consummation of the Sale contemplated by this Agreement, or the amount of compensation Seller should receive as a result of Buyer's breach or default. Upon termination of this Agreement pursuant to this Section, Seller may sell the Property to any third party as though this Agreement had never been made (without any obligation to account to Buyer for any part of the proceeds of such sale). No delay or omission by Seller to exercise any such right, power and remedy, will impair, limit or vitiate such right, power or remedy.

11.3 Seller's Default and Remedies of Buyer. If Seller does not convey the Property to Buyer as, if and when required to do so by this Agreement, following satisfaction of all Closing Conditions ("**Seller's Default**"), then **BUYER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH SELLER'S DEFAULT SHALL BE THE RETURN OF THE DEPOSIT (INCLUDING ANY EXTENSION FEES)**. Buyer will not have the right to sue Seller for specific performance to compel Seller to convey the Property to Buyer in accordance with this Agreement.

11.4 Force Majeure. Anything to the contrary contained in this Agreement notwithstanding, neither Party will be deemed to be in default of any of its obligations hereunder if it will be prevented from or delayed in performing such obligation by reason of any: act of God; act of war; act of terrorism; civil commotion; governmental embargo or moratorium; Casualty; labor dispute not within the direct control of Buyer; unavailability or shortages of labor, materials or equipment which would not reasonably be foreseeable, enactment of any new Law after the Effective Date; or any other cause or event which would not be reasonably foreseeable or is beyond a Person's reasonable ability to control (except financial inability) ("**Force Majeure**") and such Party's time for such performance will be extended by the number of days during which any condition of Force Majeure prevails, so long as notice by the Party claiming such extension is given to the other Party within three (3) Business Days of notice thereof.

11.5 Waiver. No waiver by either Seller or Buyer of any breach by the other of any one or more of the terms, covenants, conditions or agreements of this Agreement will be deemed to imply or constitute a waiver of any succeeding or other breach. Failure of either Seller or Buyer to insist upon the strict performance of any of the terms, conditions, covenants and agreements of this Agreement will not constitute or be considered as a waiver or relinquishment of such Party's rights to subsequently enforce any default, term, condition, covenant or agreement, which will all continue in full force and effect.

11.6 General Effect of Termination. Whenever in this Agreement provision is made that either Party will have the right to terminate this Agreement, then unless in such provision it is expressly provided otherwise (including, without limitation, as is provided in this Section), this Agreement will terminate on the date set forth in the operative termination notice delivered in accordance with the terms hereof, whereupon, the Parties will be released and relieved from, and neither Party hereto will thereafter have against the other, any further Claim or liability under this Agreement or on account of the termination hereof, except for those accruing prior to the effective date of such termination, and those expressly stated in this Agreement to survive the expiration or termination of this Agreement.

ARTICLE 12

NOTICES

All notices, requests, consents or demands herein provided to be given or made, or which may be given or made by either Party to the other hereunder (collectively, the "**Notices**"), will be given or made only in writing and will be deemed to have been duly given: (a) when delivered personally at the address set forth below, or if delivery is rejected when delivery was attempted; (b) on the 1st Business Day after the date sent when sent *via* reputable overnight courier, properly addressed, prepaid and delivered to such courier's office during its business hours, otherwise, it will be effective the next Business Day; or (c) on the date sent via facsimile or electronic mail transmission, if sent prior to 5:30 pm (Detroit time) on a Business Day, and if a hard copy is deposited either with an overnight courier for next Business Day delivery, or in the United States mail within twenty-four (24) hours after the facsimile or electronic mail is transmitted. The attorneys for either Party may, but will not be required to, deliver any notice pursuant to this Agreement on behalf of their respective clients.

If to Seller:

RACER Properties LLC
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:

RACER Properties LLC
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:

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 Buyer:

_____
_____
_____
_____
Facsimile: _____
Email: _____

With a copy to:

_____
_____
_____
Attn:_____
Facsimile: _____
Email: _____

REF #_____

ARTICLE 13

LEGAL PROCEEDINGS

EACH OF SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT EITHER OF THEM OR THEIR 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 SELLER ACCEPTING THIS AGREEMENT.

ARTICLE 14

GENERAL PROVISIONS

14.1 Interpretation. The use of: (a) the neuter gender includes the masculine and feminine; and (b) the singular number includes the plural, whenever the context requires.

14.2 Captions and Headings. Captions and headings in this Agreement are inserted for the convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms.

14.3 Exhibits. All attached Exhibits are a part of this Agreement and are incorporated in full by this reference. Except as specifically provided herein, if any provision contained in any Exhibit hereto is inconsistent or in conflict with any provisions of this Agreement, the provisions of this Agreement will supersede and control the provisions of such Exhibit.

14.4 Entire Agreement. This Agreement contains the entire agreement between the Parties relating to this Agreement and the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are expressly superseded by this Agreement, and, except for Paragraph II.F of the LOI, the LOI is merged herein. This Agreement may not be modified, waived, amended, discharged or changed, nor may any of its terms be waived, except by an instrument in writing signed by the Party to be bound thereby. Any modification, waiver, amendment, discharge or change of this Agreement which is not in writing and signed by the Party against which the enforcement thereof is or may be sought will be deemed null and void and of no force and effect *ab initio*.

14.5 Drafting. This Agreement will not be construed more strictly against one Party than the other because it may have been drafted by one of the Parties or its counsel, each having contributed substantially and materially to the negotiation and drafting hereof.

14.6 Governing Law, Jurisdiction and Venue. The Laws of the State will govern the validity, construction, enforcement and interpretation of this Agreement; provided, however, that the United States Bankruptcy Court for the Southern District of New York will retain jurisdiction over any and all disputes arising under, or otherwise relating, to the construction and enforcement of the Settlement Agreement, and the transactions contemplated thereunder and governed thereby. Each Party hereby consents to the jurisdiction and venue of any Federal District Court and State Courts located in the Town/City or County in which the Property is located, and 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 will be deemed to be completed upon actual delivery thereof (whether accepted or refused).

14.7 Attorneys' Fees. With respect to any provision in this Agreement providing for payment or indemnification of attorneys' fees, such fees will be reasonable and will be deemed to include reasonable fees incurred through any applicable appeal process, and will include reasonable fees attributable to legal services provided by any general in-house counsel and staff to the prevailing or Indemnified Party.

14.8 Time of Essence. Time is of the essence of every provision of this Agreement.

14.9 Severability. This Agreement will be construed as though the covenants herein between Seller and Buyer are independent and not dependent, and Buyer hereby expressly waives the benefit of any statute to the contrary. Accordingly, if any term, covenant, condition or provision of this Agreement is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, it will in no way affect the validity or enforceability of any other term, covenant, condition or provision of this Agreement.

14.10 Successors and Assigns. This Agreement will inure to the benefit of and be binding upon, and enforceable by, the respective successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer will not assign its rights or delegate its obligations hereunder, without Seller's prior written consent, which consent will be granted or withheld in Seller's sole and absolute discretion, without regard to reasonableness; provided, however, Buyer may assign this Agreement to Affiliate without Seller's consent on condition that: (a) Buyer provides Seller with notice thereof at least five (5) Business Days in advance thereof; (b) such Affiliate expressly assumes in writing the obligations and liabilities of "Buyer" under this Agreement, a copy of which assumption is provided to Seller; and (c) Buyer and such Affiliate will remain jointly and severally liable and responsible for the obligations of "Buyer" under this Agreement. **The provisions of this Section and the Parties' respective obligations hereunder will survive the expiration or earlier termination of this Agreement and any Closing, and will not be merged into any Transaction Document.**

14.11 Specially Designated Nationals and Blocked Persons

14.11.1 Buyer represents and warrants to Seller that: (a) Buyer and each Person owning an interest in Buyer is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC pursuant to any authorizing Law, and (ii) not currently a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States Law; (b) none of the funds or assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person; (c) no Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly); (d) none of the funds of Buyer have been derived from any unlawful activity with the result that the investment in Buyer is prohibited by Law or that this Agreement is in violation of Law; and (e) Buyer has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times.

14.11.2 Buyer will: (a) comply with all requirements of Law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; (b) immediately notify Seller if any of the representations, warranties or

covenants set forth in this Section are no longer true, have been breached or if Buyer has a reasonable basis to believe that they may no longer be true or have been breached; (c) not to use funds from any Prohibited Person to make any payment due to Seller under this Agreement; and (d) at the request of Seller, provide such information as may be requested by Seller to determine Buyer's compliance with the terms hereof.

14.12 Brokerage. Each of Seller and Buyer represents and warrants to the other that it is not represented by any broker in this transaction. Each Party will indemnify, defend, and hold the other Party harmless from and against any Claim by any broker, agent, or other Person claiming a commission or other form of compensation by virtue of having dealt with Buyer or Seller, respectively, with regard to this Agreement. **The provisions of this Section and the respective obligations of the Parties hereunder shall survive the expiration or sooner termination of this Agreement and any Closing, and will not be merged into the Transaction Documents.**

14.13 Relationship of the Parties. This Agreement will not be deemed or construed by the parties, nor by any third party, as creating the relationship of: (a) principal and agent; (b) partnership or other associate relationship; or (c) joint venture between the parties, nor will this Agreement by construed to authorize either to act as agent for the other, except as expressly provided to the contrary in this Agreement.

14.14 No Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, Seller and Buyer do not intend by any provision of this Agreement to confer any right, remedy, or benefit upon any third party (express or implied), and no third party will be entitled to enforce or otherwise will acquire any right, remedy, or benefit by reason of any provision of this Agreement.

14.15 No Recordation. Except as otherwise provided therein, in no event will this Agreement or any document or other memorandum related to this Agreement or to the subject matter of this Agreement be recorded without the consent of Seller. This provision will survive termination of this Agreement.

14.16 Survival. Unless otherwise expressly provided for in this Agreement, the representations, warranties, covenants, and conditions of the Parties set forth in this Agreement will not survive the expiration or earlier termination of this Agreement, or the Closing and delivery of the Transaction Documents.

14.17 No Offer; Execution. The submission of this Agreement for examination is not intended to nor will it constitute an offer to sell, or a reservation of or option or proposal of any kind for the purchase of the Property. In no event will any draft of this Agreement create any obligation or liability, it being understood that this Agreement will be effective and binding only when a counterpart hereof has been executed and unconditionally delivered by each Party hereto and the Deposit has been delivered to the Title Company.

14.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same enforceable instrument. All Parties to this Agreement need not sign the same counterpart of this Agreement provided that all Parties have signed at least one counterpart of this Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile or electronic mail will be binding upon transmission by facsimile or electronic mail and the facsimile or electronic copy of the scanned signature page may be utilized for the purposes of this Agreement.

14.19 Time. In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run will not be included. The last day of the period so computed will be included unless it is a Saturday, Sunday, or legal holiday (i.e., not a Business Day), in which event the period will run until the next day which is a Business Day. In the event any day on which any act is to be performed by Seller or Buyer under the terms of this Agreement is not a Business Day, the time for the performance by Seller or Buyer of any such act will be extended to the next day which is a Business Day.

ARTICLE 15

DEFINITIONS

The following terms, when used in this Agreement, will have the meaning set forth in this Article.

15.1 "**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 will 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.

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

15.3 "**Embargoed Person**" means any Person or government subject to trade restrictions under United States Law, including without limitation, the International Emergency Economic Powers Act, 50 U.S.C. §1701 *et seq.*, and the Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, with the result that the investment in Buyer is prohibited by Law or Buyer is in violation of Law.

15.4 "**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, Restrictions, oversight costs, and Operation, Maintenance, and Monitoring activities

REF #_____

authorized or required to be performed by or on behalf of the Trust under the Settlement Agreement or under any Law with respect to the Property.

15.5 "**Environmental Condition**" means any Release or other event, circumstance and/or condition regulated by Environmental Laws existing at, on, in, under, or about the Property, or the ambient air around the Land.

15.6 "**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: (a) the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; (b) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; (c) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; (d) the Federal Water Pollution Control Act, 33 U.S.C Section 1251 *et seq.*; (e) the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; (f) the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; (g) OSHA, 29 U.S.C. 651 *et seq.*; (h) the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et* seq.; and (i) the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 *et* seq.; as any of the foregoing has been, and may be, amended, supplemented and/or replaced from time to time, as in effect on the Effective Date, and including the analogous Laws of the State 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.

15.7 "**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.

15.8 "**Material Adverse Effect**" means any matter, event or condition which would reasonably be expected to have a significant, negative effect on the Property, or which would otherwise reasonably be expected to have a material adverse effect on a Person's ability to perform its obligations hereunder or, with respect to Buyer, on Buyer's ability to develop the Property for Buyer's Intended Use. By way of example, provided that Buyer promptly commences and diligently pursues the satisfaction of such conditions prior to the expiration of the Inspection Period, the following items will constitute a Material Adverse Effect: (i) failure or refusal of any Governmental Authority to approve the Intended Use, Development Agreements, re-zoning application and/or all or any portion (provided such portion materially and adversely affects the Intended Use) of the site plan attached hereto as **Exhibit F**; and (ii) any lien not known to Buyer or that could not have been determined in the exercise of ordinary course due diligence that materially and adversely affects the Intended Use.

15.9 "**OMM**" means the operation, monitoring and maintenance activities required under the Settlement Agreement as Environmental Action.

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

15.11 "**Prohibited Person**" has the meaning set forth in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.

15.12 "**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 Environmental Laws, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

15.13 "**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 any ongoing Environmental Action at, on, 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.

15.14 "**States**" means collectively, the United States of America (on behalf of the EPA and the Saint Regis Mohawk Tribe), the States of Delaware, Illinois, Indiana, Kansas, Massachusetts, 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.

15.15 "**Transaction Documents**" means the LOI, the Deed; all real property transfer tax returns and other forms required by Law to be completed or signed by Seller or Buyer to transfer the Property and record the Deed; the EEA; the RC; the Non-foreign Transferor Affidavit pursuant to Section 1445 of the Code; the HUD-1 Settlement Statement or similar closing statement; and any other documents and affidavits as are reasonably requested by Title Company to issue the Title Policy and record the Deed, EEA and RC, consistent with this Agreement.

[The remainder of this page is intentionally left blank; signature page follows.]

Signature page to Purchase and Sale Agreement

IN WITNESS WHEREOF, Seller and Buyer hereby execute this Agreement to be effective as of the Effective Date.

BUYER:

_____,
a _____

By: _____
Name:
Title:

Date Signed: _____, 201_

SELLER:

RACER PROPERTIES LLC,
a Delaware limited liability company

By: Revitalizing Auto Communities Environmental Response Trust, Sole Member of RACER Properties LLC

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

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

Date Signed: _____, 201_

REF #_____

EXHIBIT A

Legal Description of the Property

All those tracts or parcels of land lying and being in the Town/City of _____, _____ County, State of _____, and being more particularly described on as follows:

Tax Parcel ID Number(s):

Commonly known as:

REF #_____

EXHIBIT B

FORM OF PRE-CLOSING ACCESS AGREEMENT

PRE-CLOSING ACCESS AGREEMENT

Between

RACER PROPERTIES LLC
a Delaware limited liability company

as Seller

and

_____

a_____

as Buyer

Affecting Property Located at:

_____

Town/City_____
County of _____
State of _____ **("State")**
Tax Parcel Identification Number(s):
_____

RACER Reference # _____

REF #_____

PRE-CLOSING ACCESS AGREEMENT

THIS PRE-CLOSING ACCESS AGREEMENT (this "**Agreement**") is made effective as of _____, 201_ (the "**Effective Date**"), by and between **RACER PROPERTIES LLC**, a Delaware limited liability company (hereinafter "**Seller**"), and _____, a _____ (hereinafter "**Buyer**"). Seller and Buyer are collectively referred to herein as the "Parties."

RECITALS

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of even date herewith (the "**PSA**"), for the sale of certain real property having an address at _____, _____, _____ and being more particularly described on Exhibit A to the PSA (the "**Property**"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the PSA.

B. Buyer desires to enter upon the Property prior to the Closing, for the limited purpose of conducting its Physical Inspection (as that term is defined in the PSA) of the Property (the "**Permitted Use**") and Seller is willing to permit Buyer to enter and use the Property for such Permitted Use on the terms and conditions set forth below.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. LICENSE; TERM.

1.1 For the period commencing on the Effective Date of the PSA to and including the expiration of the Inspection Period (as that term is defined in the PSA) (the "**Term**"), Seller hereby grants to Buyer and its agents, contractors, invitees and employees (the "**Representatives**"), a non-exclusive revocable license and permission to enter upon the Property for the Permitted Use and for no other purpose whatsoever, including without limitation, no Invasive Work (as defined below) except as expressly permitted under this Agreement. Buyer acknowledges that this is a temporary license and that neither Buyer nor any Representative has any rights as an owner or tenant by virtue hereof; and furthermore, that Seller reserves unto itself all rights to the use and occupancy of the Property throughout the Term, subject to this Agreement and the PSA. This Agreement, and the license granted hereunder, shall automatically, and without further notice, expire on the expiration of the Inspection Period (the "**Expiration Date**"), whereupon, this Agreement and the license granted hereunder, and the rights and privileges granted herein, shall be deemed terminated and revoked, and of no further force and effect, except for the obligations specifically stated herein to survive such expiration and revocation.

1.2 On or before the Expiration Date, Buyer shall surrender and vacate the Property in substantially the same or better condition as existed on the Effective Date.

ARTICLE 2. ACCESS.

2.1 Subject to the terms of this Agreement, Buyer shall have the right to enter onto the Property during normal business hours ("**Access**"), for the Permitted Use as contemplated in this Agreement and in accordance with any Remediation and Redevelopment Coordination Plan approved in writing by Seller and Buyer ("**RRCP**"). The Access and the Permitted Use are expressly conditioned upon and limited to the terms and scope of any such RRCP. Buyer shall give Seller reasonable advanced notice, which may be

telephonic, to _____, RACER Trust Cleanup Manager, at _____, of its proposed schedule for such Access and, upon Seller's request, allow Seller's Representative to accompany Buyer on such visits. So long as no Event of Default (as defined below) has occurred, Buyer and Seller shall cooperate in all commercially reasonable respects with each other in facilitating the Permitted Use. Buyer shall use reasonable efforts to avoid interfering with the activities of Seller on the Property, or otherwise interfering with any Environmental Actions.

2.2. Buyer shall not grant or pledge any rights or interests to, or consent to, permit or suffer the access, use, or occupancy by, any Person (other than its Representatives) in or to the Property, or any interest therein.

2.3 Buyer and its Representatives may conduct the Permitted Use, provided however, that any such Representatives must be: (a) covered by Buyer's insurance policy, or otherwise maintain insurance coverage at least comparable to that required of Buyer below, and provide a certificate of insurance as provided below prior to its access to the Property; (b) duly licensed in the State, if required; and (c) comply with this Agreement, as if they are the Buyer. Buyer shall be responsible and liable for all of its Representatives on, at, or about the Property.

2.4 Throughout the Term, Seller and any of its Representatives shall be entitled, at any time and from time to time, to inspect the activities of Buyer on the Property.

ARTICLE 3. COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS.

3.1 Prior to entering the Property, Buyer shall: (a) obtain, at its sole cost and expense, all permits and licenses of any kind ("**Permits**") required by all applicable Governmental Authorities for its Physical Inspection, including all tests and assessments of the Property, if any; and (b) furnish to Seller copies of all such Permits.

3.2 Throughout the Term, Buyer shall comply, and cause all of its Representatives to comply, with any and all Laws applicable to the Property and its Permitted Use thereof, and the requirements of any insurance carriers insuring the Property.

ARTICLE 4. SPECIAL NOTICE.

4.1 All persons who enter upon the Property do so at their own risk, and shall comply with the terms hereof, and any and all instructions and directions of Seller.

4.2 Seller shall have no duty to inspect the Property, or warn any person of any latent or patent defect, condition or risk that may exist in, on, at, about or under the Property or that might be incurred in the exercise of the rights granted herein.

ARTICLE 5. CONDITION OF PROPERTY.

5.1 Seller makes no representations, warranties, promises, covenants, agreements or guarantees of any kind, nature, or character whatsoever, whether express or implied; oral or written; past, present or future, with respect to the Property or any portion thereof or interest therein, except to the extent expressly set forth in the PSA. Buyer hereby accepts the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition, and agrees that Seller has no obligation to perform any work at or to the Property to prepare it for Buyer's Permitted Use.

5.2 Buyer acknowledges and agrees that Seller has no obligation whatsoever to provide any utilities to at the Property, or for or on behalf of Buyer, during the Term.

ARTICLE 6. USE OF THE PROPERTY.

Throughout the Term, Buyer shall:

6.1 Repair and restore any damage to the Property arising from, related to or caused by the presence on, at or about the Property of Buyer or any Responsible Party thereof, to a condition comparable to or better than that existing as of the date hereof.

6.2 Not exacerbate, disturb, disrupt, impair or unreasonably interfere with, any Environmental Actions.

6.3 Observe, and cause to be observed, strict fire and smoking precautions, including prohibiting the lighting of fires on the Property; and prohibit the use of all firearms and intoxicating liquor on the Property.

ARTICLE 7. PERMITTED INVASIVE ACTIVITIES.

7.1 Buyer and its Representatives shall be permitted to conduct any physically intrusive work, installations or alterations, or otherwise penetrating the ground surface of the Property, including without limitation, excavation, scraping, digging, trenching, tunneling, boring, drilling, sampling, moving, disturbing or removing any portion of the Property or otherwise affecting the Property ("**Invasive Work**") at the Property, pursuant to any approved RRCP, to the extent that:

(a) Buyer has completed an ASTM Phase I environmental site assessment of the Property in a manner and by a consultant that is approved by Seller (the "**Phase I Assessment**"), such Phase I Assessment satisfies all requirements of Law and the ASTM standards for a Phase I environmental assessment, and the Phase I Assessment identifies any conditions indicative of an actual or threatened Release that are used as the basis to focus the Invasive Work, or

(b) such Invasive Work is required by Environmental Laws (e.g., preparing a Baseline Environmental Assessment or similar document or to take advantage of a statutory defense to liability), including but not limited to an enforceable order, directive, or demand or specific request of any State or any other governmental agency or authority having jurisdiction over the Real Property, or

(c) the Invasive Work is necessary to allow Buyer to secure environmental insurance for the Property.

Such Invasive Work shall comply with all applicable Environmental Laws, and shall not disturb or exacerbate any Pre-existing Environmental Condition or interfere with any Environmental Action. Seller shall have the right to review and approve Buyer's proposed Invasive Work. Seller's approval of any such Invasive Work shall not be unreasonably conditioned, delayed or denied. Buyer and its Representatives further shall notify Seller in writing and provide its proposed work plan a reasonable period in advance of any proposed Invasive Work regardless of the purpose thereof, and permit Seller to observe such Invasive Work and to take "split samples" if Buyer collects any samples.

ARTICLE 8. LIENS AND CLAIMS.

8.1 Buyer shall not create, suffer or permit to be filed or enforced against the Property, or any part thereof or interest therein, any liens or claims of any kind; and Buyer shall pay or cause to be paid or discharged all of such liens and claims within ten (10) days of the filing thereof.

8.2 In addition to, and not in limitation of, Seller's other rights and remedies under this Agreement, if Buyer fails either to pay or discharge any such lien or claim in accordance with Section 8.1, above, then Seller may, at its option, pay any such lien or claim or settle or discharge any action therefor or satisfy any judgment thereon, and all liabilities incurred by Seller in connection therewith, together with an administrative fee equivalent to fifteen percent (15%) thereof, shall be paid to Seller by Buyer immediately upon written demand, together with interest thereon at the maximum contract rate permitted by Law, from the date incurred or paid until repaid.

ARTICLE 9. INSURANCE.

9.1 Buyer's Liability Coverage. Throughout the Term, Buyer shall, at its sole expense, maintain with a reputable company or companies reasonably acceptable to Seller; (a) a policy or policies of commercial general liability insurance with respect to the Property, including but not limited to owned and non-owned automobile (vehicle) liability, personal injury, blanket contractual, broad form property damage and product/completed operations liability coverage for not less than Three Million Dollars ($3,000,000) combined single limit bodily injury, death and property damage liability per occurrence, or the current limit of liability carried by Buyer, whichever is greater; and (b) workers' compensation insurance in an amount required by Law. Buyer shall also provide Seller with a waiver of subrogation endorsement from Buyer's insurance carrier with respect to Seller. Buyer's consultant shall maintain in force and effect for the term of this agreement insurance (Pollution Liability Insurance) covering losses caused by pollution conditions that result from the performance of the consultant's work on the Property. The Pollution Liability Insurance shall cover client costs and liabilities attributable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup cost; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, in an amount of at least Three Million Dollars ($3,000,000) per loss with an annual aggregate of at least Three Million Dollars ($3,000,000).

9.2 Seller As Additional Named Insured. Buyer shall provide that the policy or policies of insurance required above shall be primary to any other insurance coverage that may be available, and shall name Seller as additional named insured, as indicated below, and shall apply severally to Seller and Buyer, with the provision that any other insurance carried by Seller shall be noncontributing. Each such policy shall contain a provision that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named. For purposes of naming Seller as additional named insured, the following provision shall be included within each applicable policy: "It is understood and agreed that coverage afforded by this Policy shall also apply to Racer Properties LLC and the Revitalizing Auto Communities Environmental Response Trust and its Administrative Trustee, and their respective officers, agents, employees and affiliates, as additional insured, but only with respect to legal liability or claims caused by, arising out of or resulting from the acts or omissions of the named insured or of others performing acts on behalf of the named insured."

9.3 Form and Procedures. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice be given to Seller prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Buyer, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Seller, shall be delivered to Seller prior to Buyer entering upon the Property for any purpose, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way

reduce the coverage, impair the rights of Seller hereunder or negate the requirements of this Agreement.

9.4 Representatives. Buyer shall cause all of its Representatives entering the Property which are not covered by its insurance policy, to obtain and maintain at least comparable insurance coverage to that required of Buyer above, and to provide to Seller the certificates evidencing such coverage as are required of Buyer above, prior to entering the Property.

ARTICLE 10. CONFIDENTIAL INFORMATION.

10.1 Reports. Buyer shall furnish Seller with copies of any and all of the following, which are prepared, obtained, issued and/or provided to or for the benefit of, Buyer during its Physical Inspection or while otherwise on, at or about the Property, promptly after obtaining same (collectively, the "**Property Information**"): any and all studies, reports, assessments, appraisals, recommendations, conclusions, results, findings, analysis, summaries, surveys, maps and other documentation created or delivered, or information obtained, in connection with such Physical Inspection, or derived therefrom.

10.2 Confidential. Except to the extent otherwise provided in the Confidentiality Agreement, Buyer shall treat all Property Information, including the results of any Invasive Work or permitted sampling, absolutely strictly confidential consistent with the Confidentiality Agreement and PSA. Neither Buyer nor any Responsible Party thereof shall communicate with any Governmental Authority or any other Person, or their respective Representatives, regarding this Agreement (or anything disclosed herein) or the Property, or otherwise disclose, disseminate, discuss or reveal to any such Governmental Authority or other Person, any Property Information (or summary, analysis, or report based thereupon), without the prior written consent of Seller, which may be given or withheld in Seller's absolute discretion, except: as required by Law; [MICHIGAN ONLY: to the extent required under Parts 201 and 213 of NREPA, MCL 324.20101 *et seq.* and MCL 324.21301a *et seq.*]; to the extent such Property Information is in the public domain;] or is otherwise permitted under the Confidentiality Agreement.

(a) In granting Buyer and its Representatives access to the Property, Seller has not waived any privilege or claim of confidentiality with respect the Property Information, and no third party benefits or relationships of any kind, either express or implied, have been offered, intended or created. In any case, Buyer shall promptly notify Seller in writing of any request for Property Information received by Buyer or any Responsible Party thereof from any Governmental Authority or any other Person.

(b) Notwithstanding the foregoing, no Property Information may be disclosed or disseminated to Buyer's Representatives, unless Buyer has notified such Representatives of the confidentiality thereof, and required them in writing to keep such Property Information confidential consistent with the terms hereof and the Confidentiality Agreement.

10.3 Environmental Reports. Notwithstanding the foregoing, with respect to all reports or documents prepared by or for Buyer describing, pertaining, or otherwise relating, to any Environmental Condition, Environmental Action or any other environmental matter affecting all or any part of the Property, such reports or documents shall: (a) be delivered to Seller, in draft form prior to being finalized; (b) not be finalized without due and proper consideration of any comments or corrections submitted by Seller; (c) certified to, and issued for the benefit of, Seller; and (d) be Property Information and subject to the terms of this Agreement and the Confidentiality Agreement.

ARTICLE 11. EVENT OF DEFAULT AND REMEDIES.

11.1 If Buyer breaches any obligation under this Agreement, which is not cured within three (3) Business Days after notice thereof (each, an "**Event of Default**"), then this Agreement shall automatically terminate and the license revoked as if it were the Expiration Date. A Buyer Default under the PSA shall automatically be deemed to be an Event of Default under this Agreement, and an Event of Default hereunder shall automatically be deemed a Buyer Default under the PSA, without further notice or action.

11.2 Upon termination of this Agreement by reason of an Event of Default, Buyer shall promptly vacate and surrender the Property, as required hereunder, and Seller may remove all persons or things therefrom, without legal process to the maximum extent permitted by Law, or by such legal process as Seller may deem appropriate. In addition to terminating this Agreement, if an Event of Default has occurred, Seller shall be entitled to seek any other remedy available hereunder, under the PSA, at Law, or in equity, all such remedies being cumulative and not exclusive. No termination or expiration of this Agreement shall relieve Buyer of its obligations to perform those acts required to be performed prior to the Expiration Date, or those expressly stated to survive the Expiration Date.

ARTICLE 12. INDEMNIFICATION; EXCULPATION AND RELEASE.

12.1 Buyer shall indemnify, defend and hold Seller, its Affiliates and their respective members, partners, venturers, stockholders, directors, managers, officers, spouses, legal representatives, agents, successors and assigns (collectively, the "**Indemnitees**") harmless from and against any and all claims, demands, fines, penalties, liabilities and obligations of any kind (a "**Claim**") arising from, relating to, or caused by, with or without fault: (a) the presence on, or use of, the Property by Buyer or its Representatives during the Term; (b) any act or omission of Buyer or any of its Responsible Representatives; (c) any bodily injury, property damage, accident, fire or other casualty to Buyer or its Representatives or their respective property on, or, about the Property; (d) any violation or alleged violation by Buyer or its Representatives of any applicable law; (e) any loss or theft whatsoever of any property or anything placed or stored by Buyer or its Representatives on or about the Property; (f) any breach by Buyer of its obligations under this Agreement; and (g) any enforcement by Seller of any provision of this Agreement and any cost of removing Buyer or any Responsible Party thereof from the Property or restoring the same as provided herein; provided, however, that no Indemnitee shall be entitled to indemnification hereunder to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of such Indemnitee. Except as otherwise provided in this Agreement, the Environmental Easement Agreement or any of the other Transaction Documents, nothing herein shall be construed as an agreement by Buyer to indemnify, defend, or hold Seller harmless from liabilities related to Pre-existing Environmental Condition for which Buyer is otherwise not liable under State law as a result of having conducted and filed a Baseline Environmental Assessment.

12.2 The foregoing indemnity and obligation to defend and hold harmless shall apply to any Claim brought by a private party or by a Governmental Authority under any applicable law. If any Claim shall be brought against an Indemnitee alleging any facts or circumstances for which Buyer is to provide indemnification and/or defense, Buyer shall, upon notice from the Indemnitee, defend the same at its expense by counsel approved in writing by such Indemnitee. The indemnity provided by Buyer in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend.

12.3 As a material inducement to Seller to enter into this Agreement, Buyer, for itself and its Representatives, forever **waives, releases, acquits, and forever discharges**, each RACER entity, and their respective Indemnitees (collectively, in such role, all of the foregoing are the "**Releasees**"), from any and all Claims or liabilities whatsoever arising from, related to, and/or otherwise in connection with, the use, access, and presence by and of Buyer and its Representatives on or about the Property pursuant to the terms hereof, that Buyer and any such Responsible Party may now have, ever had, or will ever have against the Releasees in connection therewith.

12.4 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.

ARTICLE 13. ASSIGNABILITY. This Agreement may not be assigned, whether voluntarily or by operation of Law, and Buyer shall not permit the use of the Property, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void.

ARTICLE 14. COST OF ENFORCEMENT. In the event any declaratory or other legal or equitable action is instituted between Seller and Buyer in connection with this Agreement or the subject matter hereof, then the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees and costs.

ARTICLE 15. MISCELLANEOUS.

15.1 The laws of the State shall govern the validity, construction, enforcement, and interpretation of this Agreement; provided, however, that the Bankruptcy Court shall retain jurisdiction over any and all disputes arising under, or otherwise relating, to the construction and enforcement of the Bankruptcy Documents, and the transactions contemplated thereunder and governed thereby. Each Party hereby consents to the jurisdiction and venue of any Federal District Court and State Courts located in the county in which the Property is located, and 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).

15.2 Neither this Agreement, nor a short form memorandum or assignment hereof, shall be filed or recorded in any public office and any attorneys' fees or other costs incurred in clearing such cloud on title to the Real Property shall be Buyer's responsibility.

15.3 This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein, except with respect to any matters set forth in the PSA. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement is delivered pursuant to the PSA, and to the extent there are any inconsistencies or conflicts between the PSA and this Agreement, the terms of the PSA shall govern and control. To the extent any ambiguities are created when reading both the PSA and this Agreement together, such ambiguities shall be resolved in favor of Seller.

15.4 If any paragraph, subparagraph, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid, or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

15.5 The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

15.6 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 the Parties. Signatures transmitted via facsimile or electronic mail transmission shall have the same validity and effect as original signatures.

[Signature page follows]

Signature page to
Pre-Closing Access Agreement

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

SELLER:

RACER PROPERTIES LLC,
a Delaware limited liability company

By: Revitalizing Auto Communities Environmental Response Trust, Sole Member of RACER Properties LLC

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

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

Date Signed: _____, 201_

BUYER:

_____,
a _____

By: _____
Name:
Title:

Date Signed: _____, 201_

REF #_____

EXHIBIT C

FORM OF DEED

QUIT CLAIM DEED

RACER PROPERTIES LLC, a Delaware limited liability company ("Grantor"), whose address is 500 Woodward Avenue, Suite 2650, Detroit, Michigan 48226, for and in consideration of the sum of TEN DOLLARS and No/100 and other good and valuable consideration as described on the Real Estate Transfer Tax Valuation Affidavit filed simultaneously with this Deed, paid by _____, ("Grantee"), having an address of _____, the receipt of which is hereby acknowledged, and pursuant to the Order of the United States Bankruptcy Court for the Southern District of New York entered on March 29, 2011, in Case No. 09-50026 (REG) styled *In re: Motors Liquidation Company, f/k/a General Motors Corporation, et al.,* by these presents does QUIT CLAIM unto Grantee, all of Grantor's rights, title and interests in and to (a) that certain tract of land, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference for all purposes, (b) strips and gores between such tract of land and any abutting properties whether owned or claimed by deed, limitations or otherwise, and whether or not held under fence by Grantor, (c) any land lying in or under the bed of any creek, stream or waterway or any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, on, across, abutting or adjacent to such tract of land, (d) improvements, buildings or fixtures located on such tract of land, and (e) mineral, water, oil, gas, solar and wind rights relating to all or any part of such tract of land, together with all of Grantor's rights, claims, titles and interests in and to any and all appurtenances, rights, easements, and rights-of-way, filings or other interests, including without limitation rents and profits accruing after the effective date hereof, related to or benefiting such tract of land (collectively, the "Property").

The Grantor further grants to the Grantee the right to make all divisions available to the Property under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

[MICHIGAN ONLY: The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Exempt from real estate transfer tax pursuant to Michigan Compiled Laws §§ 207.505(c) and 207.526(c).]

Dated this _____ day of _____, 201__.

(Signature and notary appear on following pages)

REF #_____

Signature Page to Quit Claim Deed

RACER PROPERTIES LLC,
a Delaware limited liability company

By: Revitalizing Auto Communities Environmental Response Trust, Sole Member of RACER Properties LLC

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

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

DISTRICT/STATE OF _____)
) SS:
CITY/COUNTY OF _____)

On the ____ day of _____, 201_ before me a Notary Public for the District/State and City/County aforesaid, personally appeared ELLIOTT P. LAWS, who acknowledged himself to be the Managing Member of EPLET, LLC, the 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 Quit Claim Deed, 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.

WITNESS my hand and seal the day and year aforesaid.

Notary's Signature:_____
Notary's Name:_____
Notary Public, District/State of _____
City/County of_____
My Commission Expires:_____
Acting in the County of:_____

Drafted by:

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

When recorded return to and send subsequent tax bills to:

TBD

REF #_____

EXHIBIT D

FORM OF ENVIRONMENTAL EASEMENT AGREEMENT

ENVIRONMENTAL EASEMENT AGREEMENT

Dated as of _____, 201_

Between

GRANTOR:

_____

And

GRANTEE:

REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST

Affecting Property Located at:

_____

Tax Parcel Identification Number(s):

_____

Town/City of _____, _____ County, State of _____

REF. #_____

ENVIRONMENTAL EASEMENT AGREEMENT

THIS ENVIRONMENTAL EASEMENT AGREEMENT (this "**Agreement**") is made as of _____, 201__ (the "**Effective Date**"), between _____, a _____, the address of which is _____ ("**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.

R E C I T A L S

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 _____, 201__ (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 _____, Tax Parcel Identification Number(s) _____, Town/City of _____, State of _____ ("**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 corresponding agency within the State ("[**Name of corresponding State environmental agency**]"). 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 _____.

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.

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 [name of corresponding State environmental agency] 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 [MICHIGAN ONLY: the nonresidential cleanup criteria category referenced in MCL §324.20120a(1)(b) and/or] 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.

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, [corresponding State environmental agency] 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 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 [name of corresponding State environmental agency] 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: _____, Cleanup Manager
Facsimile: 734.879.9537
Email: _____@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:
_____

And a Copy to:

_____
_____
Attn: _____
Facsimile:_____
Email:_____

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) [MICHIGAN ONLY: "**Baseline Environmental Assessment**" or "**BEA**" means a written report prepared in accordance with Parts 201 and/or 213 of Michigan's NREPA (as defined below), and the regulations promulgated thereunder, that confirms that, among other things, the Property is a "facility" and/or a "site" as those terms are defined in those Acts.] [OR "Intentionally deleted."]

(f) "**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.

(g) "**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).

(h) "**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.

(i) "**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.

(j) [MICHIGAN ONLY: "**Due Care Plan**" or "**DCP**" means a written report documenting Grantor's or Owner's due care requirements of MCL 324.20107a and/or continuing obligations set forth in 42 U.S.C. Section 9601(40) related to its Intended Use of the Property.] [OR "Intentionally deleted."]

(k) "**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.

(l) "**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.

(m) "**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.

(n) "**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.

(o) "**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.

(p) "**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.

(q) "**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.

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

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

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

(u) "**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.

(v) "**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.

(w) "**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.

(x) "**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.

(y) "**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.

(z) "**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.

(aa) "**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.

(bb) "**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.

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

(dd) "**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.

[MICHIGAN ONLY: This Instrument is exempt from State and County Transfer Tax pursuant to Michigan Compiled Laws §§ 207.526(a) and 207.505(a).]

[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: _____, a _____

Dated as of _____, 201__

By: _____
Name:
Title:

_____

STATE OF _____)
) SS:
COUNTY OF _____)

On the ____ day of _____, 201__, before me a Notary Public for the State and County aforesaid, personally appeared _____, who acknowledged himself or herself to be the _____ of _____ a _____ 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.

WITNESS my hand and seal the day and year aforesaid.

_____
Print Name:_____
Notary Public, State of _____
County of_____
Acting in the County of_____
My commission expires:_____

REF. # _____

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

GRANTEE:

Dated as of _____, 201__

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, not individually, but acting solely in his capacity as Managing Member

_____

DISTRICT/STATE OF _____)
) SS:
CITY/COUNTY OF _____)

On the ____ day of _____, 201__ before me a Notary Public for the District/State and City/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.

WITNESS my hand and seal the day and year aforesaid.

_____
Print Name:_____
Notary Public, District/State of _____
City/County of_____
Acting in the City/County of_____
My commission expires:_____

TAX PARCEL IDENTIFICATION NUMBER(S): _____

REF. # _____

DRAFTED 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

REF. # _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All those tracts or parcels of land lying and being in the Town/City of _____, _____ County, State of _____, and being more particularly described on as follows:

Tax Parcel ID Number(s):

Commonly known as:

REF. # _____

EXHIBIT E

DECLARATION OF RESTRICTIVE COVENANT
OR ENVIRONMENTAL RESTRICTIVE COVENANT

REF. #

EXHIBIT F

SITE PLAN

REF #_____

DRAFT
Survey of Buyers of Brownfield Properties
Proposal Outline
5/4/2017

In concept, the acquisition and redevelopment of a brownfield site can have many advantages over greenfield development, for investors, developers and end-users seeking a return on investment or which have a new requirement for locating its operations. Some of the stated reasons given anecdotally by the buyers of RACER Trust properties have included:

- Location
- Business climate (e.g., tax, regulation, etc.)
- Availability of non-discretionary public financial incentives (e.g., TIF, foreign trade zone, new markets tax credits, etc.)
- Stability/sophistication/capacity of local government
- Availability/cost of municipal services (e.g., public safety, public works, etc.)
- Access to education (e.g., K-12, higher ed, work force training, etc.)
- Enforcement of codes (e.g., zoning) for protection of investment/asset value/re-sale value
- Value proposition (purchase price, all-in costs of development, start-up and operations, etc.)
- Access to market/customers
- Vehicle/foot traffic counts
- Demographics (e.g., income levels, eligibility for grants, etc.)
- Access to existing infrastructure (e.g., electric, gas, water, wastewater, IT, etc.)
- Access to existing transportation (e.g., curb cuts, improved surface streets, traffic controls, interstate, rail, port, etc.)
- Access to skilled work force
- Cost avoidance (for GF development costs)
- Media markets (for advertising/promotion, reputation, image, etc.)
- Regulatory certainty
- Liability protections
- Reasonableness of buyer due care obligations
- Availability of environmental insurance
- Sustainability & sustainable development goals
- Existing site improvements
- Preservation of GF space
- Speed to start of production/commercial operations

However, more could be done to find out and understand the specifics of what motivated these buyers, and the degree to which each if any of the above or other factors gave a brownfield the competitive advantage over a greenfield alternative, to inform the marketing of brownfields, shaping public policies and regulations and implementation of brownfield cleanup and redevelopment programs. This proposal outlines the generation of such information.

RACER will secure objective, quantitative evidence of the underlying reasons why the buyers of a brownfield vs. a greenfield selected the brownfield, by using a combination of the following three data gathering techniques:

- Survey questionnaire
- In-depth, one-on-one interviews
- Focus groups

The following kinds of buyers, within the past 5 years and throughout the US, will be included:

- Buyers of RACER Trust brownfield properties
- Buyers of non-RACER Trust brownfield properties
- Buyers of greenfield properties who considered brownfields (both RACER and non-RACER) among their alternatives

The work product deliverable will be a report summarizing methods, data, findings, conclusions and recommendations within 12 weeks of project commencement.

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 6/27/2017 10:29:26 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]; Nichols, Alex (53820) [janichols@michaelbeststrategies.com]
Subject: Re: update - Newtrient 2nd meeting
Attachments: image001.png

Thanks so much!

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804<tel:202.844.3804> | M Ex. 6 | F 202.347.1819<tel:202.347.1819>

[cid:image001.png@01D29BEB.5B4E8CA0]

my bio<http://www.michaelbeststrategies.com/Denise-Bode> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

On Jun 26, 2017, at 7:06 PM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:

I asked our scheduling staff to set this up. Sorry for the delay. - Byron

From: Swanson, Kevin O (59578) [mailto:koswanson@michaelbeststrategies.com]
Sent: Monday, June 26, 2017 1:36 PM
To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
Cc: Nichols, Alex (53820) <janichols@michaelbeststrategies.com<mailto:janichols@michaelbeststrategies.com>>; Bode, Denise A (53804) <dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>>
Subject: RE: update - Newtrient 2nd meeting

Hi Byron,

I work with Denise. Per Denise's note below, we are looking to do our second meeting with you, Sarah and the office of water folks with Newtrient. We thought it might be easier if we pitched you some dates to see if they could work.

Would the week of 7/24 work for you? Ideally we would like to get together 7/26 or 7/27. Let us know and we're happy to help with scheduling.

Thanks,

Kevin O. Swanson
Senior Associate
E koswanson@michaelbeststrategies.com<mailto:koswanson@michaelbeststrategies.com>
T 202.747.9578 | M Ex. 6 | F 202.347.1819

<image001.png>

my bio<http://www.michaelbeststrategies.com/dc/lawyer/kevin-swanson> | our firm<http://www.michaelbeststrategies.com> | vCard<http://www.michaelbest.com/People/Kevin-Swanson.vcf>

-----Original Message-----
From: Bode, Denise A (53804)
Sent: Monday, June 26, 2017 10:37 AM
To: Brown, Byron
Cc: Nichols, Alex (53820); Swanson, Kevin O (59578)

Subject: Re: update
Importance: High

Thanks Byron, all I need to know. Thank you so much! Steve would like to come back for it so let me know some dates that work for you. I can even send a calendar invite out to your team as well to help you out if I know the email addresses! Thanks again, D

Denise A. Bode

Partner

E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>

T 202.844.3804 | M Ex. 6 | F 202.347.1819

my bio <http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm <http://www.michaelbeststrategies.com/> | vCard <http://www.michaelbest.com/People/Denise-Bode.vcf>

On 6/8/17, 9:46 AM, "Brown, Byron" <brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:

>Thanks for your patience. I have not had a scheduler the past month or

>so but that is being sorted out. I am looking to set something up in

>the next week or two for you to meet with Sarah Greenwalt and me. The

>ozone issue is being handled by Mandy Gunasekara. Both Mandy and Sarah

>are out this week.

>

>-----Original Message-----

>From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]

>Sent: Thursday, June 8, 2017 9:39 AM

>To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>

>Subject: update

>Importance: High

>

>Hi Byron, hope all is well and that we can get together again soon.

>Just wondered if you had thought about our next meeting with you all yet?

>

>Also, we represent Wisconsin companies impacted by the Ozone rule and

>wondered if you all had anymore detail on the task force being formed.

>We work closely with Governor Walked on these issues. Let me know if

>we can be of help as we also have a lot of technical expertise on these

>issues on our law side in Wisconsin!

>

>Thanks again for all that you are doing.

>Best,

>Denise

>

>Denise A. Bode

>Partner

>E

>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.co<mailto:dabode@michaelbeststrategies.com%3cmailto:dabode@michaelbeststrategies.co>

>m> T 202.844.3804 | M Ex. 6 | F 202.347.1819

>[cid:557AF722-AFBE-4A23-B845-6EB536F6E584]

>

>my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> |

>our firm<http://www.michaelbeststrategies.com/> |

>vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

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> Email Disclaimer

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Message

From: Laws, Elliott [ELaws@crowell.com]
Sent: 5/10/2017 8:59:28 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Fotouhi, David [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=febaf0d56aab43f8a9174b18218c1182-Fotouhi, Da]; Breen, Barry [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=1b44bce1a71e4a95acaf82f2fbc858b0-BBREEN]; Patrick.davis@Epa.gov
Subject: Superfund Administrative Reforms
Attachments: Model-Purchase-and-Sale-Agreement-for-RACER-Properties-LLC.pdf; Ewing remediation and redevelopment summary 050517.pdf; Proposed Survey of BF Buyers 05.04.2017.pdf

Gentlemen – thank you for taking the time last week to discuss the history of some of the Superfund Administrative Reforms instituted by the program over the years as well as some possible options for additional reforms. As we discussed, I am attaching the following:

1 – a link to the RACER Trust Settlement Agreement and related documents (In re Motors Liquidation Company, *et al.*, f/k/a General Motors Corp., *et al.*; Case No. 09-50026; Bankr. S.D.N.Y): http://www.racertrust.org/About_RACER/Settlement_Agreement.

2 – a copy of a standard form RACER Trust Purchase and Sale Agreement with environmental provisions affecting both the Trust and the purchaser of the property highlighted in yellow.

3 – a RACER analysis of the likely steps that Atlantic Realty will undertake in order to construct residential properties at the Trust's Delphi Trenton Industrial Land property in Ewing, NJ. Since the determination of what additional environmental work required to move the portion of the property designated for residential from the Trust level of cleanup to a residential is between the purchaser and the NJ Department of Environmental Protection, the Trust Cleanup Manager has generally described process and the likely steps that the purchaser will be required to take.

4 – a draft of a survey RACER is considering undertaking to determine the reasons why environmentally impaired properties (primarily brownfields) may or may not be purchased by developers or companies. We would welcome any comments that you might have.

Lastly, I expect the invitation for Administrator Pruitt to visit the FMC OU of the East Michaud Flats Superfund Site in Pocatello, ID to be forthcoming from FMC Corp. and ValleyAgronomics, LLC within the next week.

Please feel free to contact me if you have any questions on the materials provided or if you wish to further discuss the Superfund program.

Elliott P. Laws
elaws@crowell.com
Direct Ex. 6 Fax: 1.202.322.9511

Crowell & Moring LLP | www.crowell.com
1001 Pennsylvania Avenue NW
Washington, DC 20004

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Brownfield Redevelopment in New Jersey

RACER's experience/perspective

RACER Trust is currently working on the cleanup and redevelopment of its Ewing Township, NJ site. Below is some perspective on the work RACER is doing to cleanup and facilitate redevelopment on the project and how that work supports and interacts with the developers responsibilities. If additional information is desired, Bruce Rasher (brasher@racertrust.org) can respond to transactional questions, and Robert Hare (rhare@racertrust.org) can respond to environmental questions. Additional information and documents referenced below can be found on the RACER Trust website at www.racertrust.org.

RACER Trust was formed out of the bankruptcy of General Motors Corporation and assumed funding and responsibility for cleanup, along with a clear objective of promoting redevelopment, of this former GM manufacturing site. The mandate included cleanup to achieve regulatory closure to non-residential criteria and to position the site for reuse to maximize the benefit to the community.

RACER is in the process of achieving cleanup to the non-residential regulatory end-points consistent with the funding provided and a bankruptcy Settlement Agreement signed by the State of New Jersey. The highest and best use of the property, which is supported by the community, is mixed use (residential, commercial/retail, live-work space). This use requires further, incremental remedial action by the buyer to achieve the NJDEP more restrictive residential cleanup criteria. The buyer has indicated that they expect to utilize NJDEP pre-approved remedial methods, called Presumptive Remedies (i.e., clean soil capping) to achieve many of their obligations, along with some limited excavation, but ultimately they will be working separately with the NJDEP to determine the incremental efforts needed to satisfy the NJ requirements for the intended use. Note that the cost to perform any additional remediation will be funded by the buyer out of the transaction; i.e., no contribution from the seller, or public sources of financing will be used.

Post-closing and beyond, after development is complete, both RACER Trust and the buyer will have long term obligations for maintenance and monitoring of the remedial actions that were implemented. Funding for their respective monitoring efforts will be borne by each party separately.

PURCHASE AND SALE AGREEMENT

[For the sale of real property in ILLINOIS, MASSACHUSETTS, MICHIGAN, NEW JERSEY, NEW YORK, and OHIO]

Between

SELLER:

RACER PROPERTIES LLC,
a Delaware limited liability company

And

BUYER:

_____,

a _____

Property Address:

_____

Town/City of _____
County of _____
State of _____

Tax Parcel Identification Number(s):
_____

RACER Reference #_____

BASIC TERMS

This Basic Terms are incorporated in the Purchase and Sale Agreement attached hereto, including all Exhibits (collectively, the "**Agreement**"), between Seller and Buyer (as such terms are defined below). The Basic Terms do not include all of the relevant terms and provisions relating to each of the items below and Seller and Buyer should carefully review all of the terms and provisions of the Agreement.

1.	Seller:	**RACER PROPERTIES LLC,** a Delaware limited liability company
2.	Buyer:	_____, a _____
3.	Effective Date:	_____, 201_
4.	Real Property:	Real property having an address at _____ in the Town/City of _____, County of _____, State of _____ ("**State**"), consisting of approximately _____ acres of land, and more particularly described on **Exhibit A** attached hereto.
5.	RACER Ref. No.:	_____
6.	Purchase Price:	$ _____
7.	Deposit:	$ _____
8.	Outside Closing Date:	_____
9.	Escrow Agent/Title Company:	First American Title Insurance Company Patricia A. Cadena, National Escrow Officer National Commercial Services 900 Wilshire Drive, Suite 260 Troy, Michigan 48084 Tel: 248.458.7207 Fax: 866.714.8131 Email: pcadena@firstam.com
10.	Inspection Period:	Sixty (60) Days
11.	Broker (if any):	_____
12.	Settlement Agreement:	The Environmental Response Trust Consent Decree and Settlement Agreement among Motors Liquidation Company (f/k/a General Motors Corporation), Seller's predecessor-in-interest, and its affiliated debtors as debtors and debtors in possession, 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 on the Trust's website at http://racertrust.org/About_RACER/Settlement_Agreement.

13. Trust: Revitalizing Auto Communities Environmental Response Trust, a trust formed under the laws of the State of New York, the Sole Beneficiary of which is the United States of America.

REF #_____

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "**Agreement**") is made as of the above-referenced Effective Date between Seller and Buyer for the sale of the Property (defined below in Recital A), subject to the terms and conditions set forth herein. Each party hereto may be referred to herein as a "**Party**" or collectively as the "**Parties**". Initially capitalized terms used but not otherwise defined in this Agreement are defined in the Settlement Agreement.

RECITALS:

A. Seller is the owner of the Real Property, which Real Property, together with all of Seller's right, title, and interest in and to all appurtenances and improvements, if any, will be referred to collectively, as the "**Property**."

B. Pursuant to the Settlement Agreement, effective as of March 31, 2011 (and accompanying "Trust Agreement" of the same date), and the 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, entered by the U.S. Bankruptcy Court for the Southern District of New York on March 29, 2011 "**Confirmation Order**" (Trust Agreement and Confirmation Order are collectively referred to herein as "**Bankruptcy Documents")**, subject to funding and other limitations described therein, the Trust is obligated, with its successors and assigns, to conduct certain Environmental Action 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 corresponding agency within the State ("**[Name of corresponding State environmental agency]**"). [**IF THE PROPERTY IS A RACER ENVIRONMENTAL ACTION SITE**: 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 _____.]

C. Notwithstanding any such existing obligations of the Trust for such Environmental Actions, Seller desires to sell, transfer and convey, and Buyer desires to purchase and acquire, the Property, subject to the terms and conditions thereof.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants, conditions and promises contained herein, Seller and Buyer hereby agree as follows:

ARTICLE 1

TERMS OF SALE

1.1 Purchase and Sale. Buyer will purchase and acquire the Property from Seller, and Seller will sell and convey the Property to Buyer, on the terms and subject to the conditions set forth in this Agreement (the "**Sale**"). Buyer acknowledges that the Sale does not include any personal property.

1.2 Purchase Price. On or before the Effective Date, Buyer will deliver the Deposit to the Title Company, by certified check or wire transfer of immediately available funds, which Deposit will be held by the Title Company in escrow. Contemporaneously with its

execution of this Agreement, Buyer will complete and deliver to Title Company, an executed Form W-9 and any other documents required by all applicable laws and other requirements of any Governmental Authority having jurisdiction over the Property (collectively, "**Laws**") in connection therewith. At the Closing, the Deposit will be applied towards the Purchase Price, except as otherwise provided herein. If the Sale fails to close when required hereunder, by reason of: (a) Buyer's default, then the Deposit will automatically, and without further act, be paid to Seller; or (b) any reason other than Buyer's default, then the Deposit will be paid to Buyer, in each case, except as otherwise expressly provided in this Agreement.

1.3 Settlement Agreement. This Agreement will be subject to the terms of the Settlement Agreement. Where the terms of this Agreement and of the Settlement Agreement conflict, the terms of the Settlement Agreement will control. Buyer acknowledges that it has been provided with a copy of or access to, and has had an opportunity to review, the Settlement Agreement.

1.4 Application of the Settlement Agreement to the Property.

1.4.1 Any Environmental Condition existing at, on, in, under or about the Property as of the Effective Date for which the Trust has actual knowledge and is obligated to perform Environmental Actions under this Agreement, the Settlement Agreement, or any other Bankruptcy Document is defined herein as a "**Pre-Existing Environmental Condition**."

1.4.2 Restrictions under the Settlement Agreement with respect to Seller's Funding Accounts may limit the liabilities and obligations of Seller under this Agreement.

1.4.3 Seller will not adjust the Purchase Price with respect to any Settlement Agreement requirements or restrictions.

ARTICLE 2

CONDITION; INSPECTION

2.1 Existing Conditions.

2.1.1 Buyer acknowledges and agrees that it is relying upon its own investigation of the physical, economic use, compliance and environmental condition of the Property. Accordingly, except as may be specifically provided otherwise in this Agreement, the Property is being sold, and Buyer hereby agrees to accept the Property, in "AS IS, WHERE IS, WITH ALL FAULTS" condition as of the "**Closing Date**" (as defined in Section 6.1.1 below) without reliance upon any representation, warranty or covenant whatsoever with respect to the physical condition, fitness for a particular use or economic viability, including without limitation: (a) the compliance of the Property or its operation with any applicable Laws; (b) the availability, quality, nature, adequacy and physical condition of any utilities serving the Property; (c) the Intended Use as defined below or any other use; (d) the presence or existence of any Pre-Existing Environmental Condition, and any other Environmental Condition, whether or not disclosed in the Environmental Reports; or (e) any actual or threatened liability of any kind arising from, or related to, an Environmental Claim, any Environmental Condition, or any other violation of any Environmental Law. For purposes hereof, "**Intended Use**" means [FOR MICHIGAN ONLY: any nonresidential cleanup criteria category referenced in Section 324.20120a(l)(b) of the Michigan Consolidated Laws ("**MCL**") and] the nonresidential land uses described in the attached Declaration of Restrictive Covenant or Environmental Restrictive Covenant recorded or to be

REF #_____

recorded in the chain of title for the Property, or other recorded document that sets forth the restrictions of the Property.

2.1.2 Buyer acknowledges and agrees that the Property will also be sold and conveyed subject to any and all work, actions and activities performed or taken by, or on behalf of, Buyer, its Affiliates or their respective agents, employees, contractors, representatives, and such other Persons over which Buyer exerts control thereof (the "**Buyer Representatives**"), during any access granted to them to the Property prior to the Closing Date, and any liabilities arising in connection therewith.

2.1.3 Buyer acknowledges that Pre-Existing Environmental Conditions may exist at, on, in, under or about the Property, and Seller has provided Buyer with access to environmental reports in Seller's possession pertaining to the Property (the "**Environmental Reports**"). Buyer has been provided access to and/or has reviewed the Environmental Reports, and by its execution and delivery of this Agreement, agrees to purchase the Property subject to all matters and conditions described therein, without any adjustment to the Purchase Price of any kind whatsoever. Buyer will have full rights to use and rely upon the Environmental Reports, and data included in the Environmental Reports, at its sole discretion and risk to support compliance with the requirements of all applicable environmental, health and safety laws, regulations, and ordinances. Buyer acknowledges and agrees that Seller makes no representations or warranties regarding the accuracy or completeness of any such reports. [FOR MICHIGAN ONLY: Buyer understands that, for purposes of MCL 324.20116, the Property constitutes a "facility" as that term is defined by MCL 324.20101(1)(s) and Seller has disclosed the nature and extent of the release in the Environmental Reports and any land or resource use restrictions.]

2.2 Physical Due Diligence.

2.2.1 Except as otherwise provided herein, during the period from the Effective Date through 5:00 pm Detroit time on the sixtieth (60th) day after the Effective Date (the "**Physical Inspection Period**"), Buyer may conduct, at Buyer's sole expense, any and all environmental, geotechnical and other physical due diligence regarding the Property reasonably required or desired by Buyer to satisfy itself in all material respects with the physical condition thereof, including any and all inspections and assessments (the "**Physical Inspection**") to determine the feasibility of any future development of the Property, if any, subject to the terms and conditions hereof and the Pre-Closing Access Agreement, in the form attached hereto as **Exhibit B**, dated as of the Effective Date. Buyer will provide copies to Seller of any and all reports, assessments, analysis, environmental site assessments, summaries and other materials provided by third party consultants in connection with, or otherwise pertaining to, such Physical Inspection (collectively, "**Buyer's Diligence**").

2.2.2 If Buyer is not satisfied with the results of the Physical Inspection (except for those matters already disclosed to Buyer in the Environmental Reports), then Buyer's sole right will be to terminate this Agreement by delivering written notice to Seller and Title Company prior to the expiration of the Physical Inspection Period, whereupon, effective as of the date Seller receives such written notice, this Agreement will be deemed terminated and of no further force and effect, Buyer will be entitled to receive a refund of the Deposit and the Parties will be relieved and released from any further liabilities or obligations under this Agreement, except to the extent otherwise expressly stated to survive the termination of this Agreement. If Buyer does not timely deliver notice to Seller and Title Company, then Buyer will be deemed to have waived and relinquished all rights and claims

REF #_____

to terminate this Agreement in connection with this provision, and this Agreement will continue in full force and effect in accordance with its terms.

2.2.3 If, prior to the expiration of the original Physical Inspection Period, Seller is unable to obtain a release of the United States Treasury Lien securing financing in the original maximum principal amount of $33,300,000,000, subject to which the Property may have been conveyed to Seller (the "**Treasury Lien**"), if such Treasury Lien exists on the Property, at Buyer's election: (a) the original Physical Inspection Period will be extended on a day-to-day basis until such time as Seller obtains the release of the Treasury Lien; or (b) Buyer may terminate this Agreement as set forth above. If there is no Treasury Lien identified in the Title Commitment or other title records for the Property or otherwise not found to affect the Property, then this Section 2.2.3 shall not be deemed by the Parties to be a Closing Condition under Section 6.2.

2.2.4 Buyer will have the right to extend the Physical Inspection Period for two (2) consecutive periods of thirty (30) days (the "**Physical Inspection Extension Period**"), on the condition that:

(a) Buyer has notified Seller of its election to extend the Physical Inspection Period at least three (3) Business Days prior to the expiration of the original Physical Inspection Period, or the immediately preceding Physical Inspection Extension Period, as the case may be;

(b) No default by Buyer under this Agreement or any other Transaction Document has occurred; and

(c) In consideration of the Physical Inspection Extension Period, Buyer will deliver to Title Company in advance thereof, the sum of $25,000 for such Extension Period (the "**Physical Inspection Period Extension Fee**"), which will be added to, and held in escrow as part of the Deposit. The Inspection Period Extension Fee shall be credited towards the Purchase Price in Buyer's favor at Closing, but shall be nonrefundable and payable to Seller if a Closing does not occur for any reason other than due to Seller's Default or a termination due to any title objections as set forth in Section 3.1.2(b) below, Casualty (defined in Section 9.1 below) or Condemnation (defined in Section 9.2 below).

2.2.5 Seller has no duty at any time to inform Buyer of any approaching or missed deadlines under the inspection Period or any Extension Period relating thereto.

2.3 Governmental Approvals

2.3.1 Buyer shall have, independent of the Physical Inspection Period or any Extension Period relating thereto, to obtain, at Buyer's sole expense, any and all approvals of any Governmental Authority (the "**Governmental Approvals Period**"), including but not limited to the Development Agreement (as defined below), reasonably required or desired by Buyer to develop and use the Property for the Intended Use.

2.3.2 Buyer will have the right to extend the Governmental Approvals Period for two (2) consecutive periods of thirty (30) days (the "**Governmental Approvals Extension Period**"), on the condition that:

(a) Buyer has notified Seller of its election to extend the Governmental Approvals Period at least three (3) Business Days prior to the expiration of

REF #_____

the original Governmental Approvals Period, or the immediately preceding Governmental Approvals Extension Period, as the case may be;

(b) No default by Buyer under this Agreement or any other Transaction Document has occurred; and

(c) In consideration of the extension, Buyer will deliver to Title Company in advance thereof, the sum of $25,000 (the " **Governmental Approvals Period Extension Fee**"), which will be added to, and held in escrow as part of the Deposit. The Governmental Approvals Period Extension Fee shall be credited towards the Purchase Price in Buyer's favor at Closing, but shall be nonrefundable and payable to Seller if a Closing does not occur for any reason other than due to Seller's Default or a termination due to any title objections as set forth in Section 3.1.2(b) below, Casualty (defined in Section 9.1 below) or Condemnation (defined in Section 9.2 below).

2.3.3 Seller has no duty at any time to inform Buyer of any approaching or missed deadlines under the Governmental Approvals Period or any Extension Period relating thereto.

ARTICLE 3

TITLE AND SURVEY

3.1 Title.

3.1.1 Promptly after the Effective Date, Buyer may obtain at its own expense, and deliver, or cause to be delivered, to Seller, a title insurance commitment (the "**Title Commitment**") from the Title Company, underwritten by First American Title Insurance Company, including legible copies of all documents referenced therein. Within forty-five (45) days from the Effective Date (the "**Title Inspection Period**"), Buyer will deliver written notice to Seller ("**Objection Notice**") of its objection to any matter set forth in the Title Commitment ("**Objection Items**"). Within fifteen (15) days of Seller's receipt of the Objection Notice ("**Seller's Response Period**"), Seller will deliver written notice ("**Seller's Response Notice**") to Buyer setting forth which Objection Items, if any, Seller will cause to be insured over or removed, in its sole and absolute discretion, without regard to reasonableness, on or before the Closing Date. Seller's failure to deliver a Seller's Response Notice will be treated as if Seller had elected to not take any action with respect to any Objection Items, thereby rendering them Permitted Exceptions (defined below), unless Buyer elects to terminate this Agreement in accordance with Section 3.1.2(b). "**Permitted Exceptions**" means all exceptions contained in the Title Commitment and all Restrictions affecting the Property relating to the Environmental Actions or otherwise limiting the use and/or development of the Property to the Intended Use or to implement the Settlement Agreement: (i) to which Buyer does not object as herein provided; or (ii) as to which Buyer has waived or is deemed to have waived its objection.

3.1.2 Within five (5) Business Days after delivery of Seller's Response Notice or the expiration of Seller's Response Period, Buyer will notify Seller of its election to either: (a) accept title as it then is, subject to all Objection Items, in which event all Items other than those which Seller specifically agreed in Seller's Response Notice to remove or insure over, will become Permitted Exceptions; or (b) terminate this Agreement, whereupon Title Company will return the Deposit to Buyer and, except as otherwise expressly provided in this Agreement, neither Party will have any further rights or obligations under this Agreement.

3.1.3 If any endorsement or update issued to the Title Commitment contains matters other than those in the Title Commitment, Buyer will be entitled to object to any such matters by a written notice of objections to Seller on or before the date five (5) Business Days following Buyer's receipt of such endorsement or update. If Buyer fails to deliver to Seller a notice of objections on or before such date, Buyer will be deemed to have waived any objection to any matters appearing on such endorsement or update, and thereafter all such matters will be deemed to be Permitted Exceptions. Seller will have the option, but not the obligation within twenty (20) days after Seller's receipt of Buyer's notice of objection, to obtain the issuance of an endorsement to the Title Commitment removing such new matters or to obtain affirmative title insurance protection for such new matters, or to otherwise cure such matters. If Seller fails either to provide for the removal of such new matters or to obtain affirmative title insurance protection for, or otherwise cure, such new matters within such 20-day period, then this Agreement, at Buyer's option, will be terminated by written notice delivered to Seller within three (3) days after the expiration of such 20-day period. Upon delivery of such termination notice, this Agreement will automatically terminate, the Deposit will be promptly returned to Buyer, and the Parties will be released from all further obligations under this Agreement other than as specifically set forth herein. If Buyer fails to terminate this Agreement within the three-day period set forth above, all matters set forth in Buyer's notice of objections relating to such endorsement or update will be deemed to be Permitted Exceptions, and this Agreement will remain in full force and effect. If Buyer waives in writing its objection to any matters described in the notice of objections relating to such endorsement or update, such matters will be deemed to be Permitted Exceptions.

3.1.4 At Closing, Buyer may obtain, at Buyer's cost, a title insurance policy (the "**Title Policy**") from Title Company, insuring Buyer's fee interest in the Property, subject to the Permitted Exceptions; provided, however, the failure of Title Company to issue such Title Policy, shall not entitle Buyer to delay the Closing or terminate this Agreement, unless and to the extent Buyer has objected thereto during the Title Inspection Period, and Seller has agreed to the cure thereof as set forth in Section 3.1.1 above.

3.2 Survey. Buyer will have the right, in its sole discretion and at its sole expense, to cause a surveying company duly licensed in the State, to prepare and deliver to Buyer, Seller, and Title Company within forty-five (45) days after receipt by Buyer of the Title Commitment, an ALTA/NSPS survey of the Property sufficient for the issuance of Title Policy (the "**Survey**"); provided, however, should a Survey be required for the Deed (as defined in Section 4.1.2 below) to be accepted for recording by the appropriate County recorder's office, then Buyer, at its sole cost, will obtain the Survey during the Inspection Period. If Buyer elects, or is required, to obtain a Survey, the Survey will be specifically addressed and certified to each of Buyer, Seller and Title Company.

3.3 Extension. Buyer will have the right, upon prior reasonable request to Seller, to extend the Title Inspection Period for one additional thirty (30) day period (the "**Title Extension Period**"), on the condition that:

(a) Buyer has notified Seller of its election to extend the Title Inspection Period at least three (3) Business Days prior to the expiration of the original Title Inspection Period;

(b) no default by Buyer under this Agreement or any other Transaction Document has occurred; and

(c) in consideration of such Title Extension Period, Buyer has delivered to Escrow Agent in advance thereof, the sum of $10,000 (the "**Title Extension Fee**"), which Title Extension Fee will be added to, and held in escrow together with the Deposit. The Title Extension Fee will be credited towards the Purchase Price in Buyer's favor at Closing, but shall be nonrefundable and payable to Seller if a Closing does not occur for any reason other than due to a Seller Default.

3.4 Seller has no duty to inform Buyer of any approaching or missed deadlines under the Title Inspection Period or any Extension Period relating thereto.

ARTICLE 4

SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Seller's Representations and Warranties.

4.1.1 Pursuant to the Confirmation Order, title to the Property was conveyed to Seller pursuant to quit claim deed. Seller does not have a title insurance policy insuring its fee simple interest in the Property.

4.1.2 **Seller is wholly-owned by the Trust**. Seller has full capacity, right, power and authority to execute, deliver, and perform this Agreement and the Transaction Documents. This Agreement, the Transaction Documents and the transactions contemplated herein have been duly authorized by Seller, and are binding and enforceable against Seller in accordance with their respective terms (except as enforceability may be limited by Law).

4.1.3 Except as disclosed herein, no consents of any kind are required for Seller to execute, deliver and perform its obligations under this Agreement and consummate the Sale.

4.1.4 Seller is a "United States person" (as defined in Section 7701(a)(30)(B) or (C) of the Internal Revenue Code of 1986, as amended (the "**Code**") for the purposes of the provisions of Section 1445(a) of the Code.

4.1.5 Seller acknowledges and agrees that it will cooperate with Buyer in obtaining any requisite approvals and/or in overcoming any objections of any Governmental Authorities, as such approvals may be required under this Agreement.

4.2 Additional Covenants. From and after the Effective Date until the Closing Date, without Buyer's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed), Seller will refrain from: (a) entering into any contract or agreement of any kind to sell or dispose of the entire Property, or otherwise solicit or accept from any individual(s) or entity or other Person any offers to purchase the entire Property, except as contemplated by this Agreement; (b) encumbering title to the Property with any liens or encumbrances (except to the extent that any required property taxes may continue to accrue with respect to the Property prior to the Closing, which items will be prorated as of the Closing Date in accordance with this Agreement), other than with Permitted Exceptions; and (c) entering into any other new contract affecting the Property, which will survive the Closing for more than sixty (60) days after the Closing or is otherwise terminable on not more than 60 days' notice.

ARTICLE 5

BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Buyer's Representations and Warranties.

5.1.1 Buyer is a _____ in good standing under the laws of its jurisdiction of organization, and has all requisite power and authority to own and operate its real property and to carry on its business as now being conducted.

5.1.2 Buyer has authority to execute this Agreement and the Transaction Documents. This Agreement and the consummation of the transactions contemplated herein have been authorized by all necessary company action on the part of Buyer and any required Affiliate, and are and will be, valid, binding and enforceable against Buyer in accordance with their respective terms (except as enforceability may be limited by Law).

5.1.3 Except as disclosed herein, no consents of any kind are required for Buyer to execute, deliver or perform its obligations under this Agreement or any Transaction Document.

5.1.4 There are no litigation, demands or claims of any kind pending, or to the knowledge of Buyer, threatened, which would reasonably be expected to have a Material Adverse Effect on Buyer's ability to consummate the Sale, including without limitation, disputes with any Governmental Authority.

5.2 Additional Covenants and Acknowledgements.

5.2.1 Buyer acknowledges and agrees that it is relying solely on Buyer's inspections of the Property in consummating the Sale, and that no representations or warranties whatsoever have been made by Seller, or by any Person, firm, or agent acting or purporting to act on behalf of Seller, including but not limited to, with respect to: (a) the value, expense of operation or income potential of the Property; (b) the accuracy or completeness of any title, survey, engineering, environmental, zoning, appraisal, or other confidential information provided to Buyer relative to the Property; or (c) any other fact or condition which has or might affect the Property or the use, operation, development, value, or expense of operation thereof.

5.2.2 Buyer acknowledges and agrees that Seller relied on the information and documentation Buyer provided, or caused to be provided, to Seller in selecting Buyer as the purchaser of the Property, and that any misrepresentation with respect to, or material change in, such information or documentation will be deemed an event of default by Buyer hereunder. Buyer will promptly notify Seller in writing of any change in the information provided by Buyer to Seller in connection with this provision.

5.2.3 Buyer hereby acknowledges that, in connection with the sale of the Property and in reliance on information provided by Buyer, Seller has determined that Buyer's proposed use of the Property will be a productive and beneficial use based on the Sales Criteria, as defined in the Letter of Intent between Seller and Buyer dated _____ (the "**LOI**"). Accordingly, to induce Seller to enter into this Agreement, Buyer hereby: (a) represents and warrants that all information and documentation Buyer has provided, or caused to be provided, to or for the benefit of, Seller to assess whether or not Buyer's proposal for the Sale satisfies the Sales Criteria, including without limitation, the information included in, or provided with, the LOI with respect

thereto, is true, correct and complete in all material respects as of both the Effective Date and the Closing Date, and acknowledges and agrees that any misrepresentation with respect to, or material change in (other than changes to the Development Agreement, defined in Section 7.2.5, below, between Buyer and the Town/City of _____ or County of _____ prior to the Closing, which changes must be approved in writing by Seller, such approval not to be unreasonably withheld, conditioned or delayed), any such information or documentation will be deemed a Buyer Default, without further notice or act; (b) acknowledges that Seller and all relevant Governmental Authorities have relied upon such information and documentation in entering into, or not objecting to, as appropriate, this Agreement; and (c) agrees to promptly notify Seller of any change in, to or affecting such information or documentation, or its truth, accuracy or completeness.

5.2.4 The issuance of the Title Policy will be in lieu of any express or implied warranty of Seller concerning title to the Property, whether made herein or in the Deed or in any other document delivered at or in connection with the Closing. Purchaser acknowledges and agrees that, from and after the Closing Date, its only remedy for damages incurred by reason of any defect in title to the Property will be against the issuer of the Title Policy.

5.2.5 Buyer acknowledges and agrees that it will cooperate with Seller in obtaining any requisite approvals and/or in overcoming any objections of any Governmental Authorities, as such approvals may be required under this Agreement.

5.2.6 The provisions of this Article will survive the expiration or earlier termination of this Agreement and any Closing, and will not be merged into the Transaction Documents.

ARTICLE 6

CLOSING

6.1 Closing.

6.1.1 Except as otherwise provided herein or subsequently modified in writing by the Parties, the Sale shall close (the "**Closing**") at 11:00 am (Detroit time) on the date thirty (30) days after the expiration of the Inspection Period, subject to the terms and conditions hereof (the "**Closing Date**"), and, at Seller's election, at the offices of Seller, its attorneys or Title Company, or by overnight delivery of all required documents, including escrow closing instructions, to Title Company.

6.1.2 At Closing, Seller shall convey fee simple title to the Property, free and clear of all liens and encumbrances of any kind other than Permitted Exceptions, by quit claim deed (the "**Deed**") substantially in the form attached hereto as **Exhibit C**, with such changes in form only as are required by the State.

6.1.3 On the Closing Date, Buyer will pay the balance of the Purchase Price by wire transfer to the account designated by Seller, unless otherwise directed by Seller at least three (3) Business Days prior to the Closing Date.

6.2 Closing Conditions. The respective obligations of the Parties to consummate the Closing are subject to the satisfaction of the following conditions (the "**Closing Conditions**"):

6.2.1 The obligations of Seller to consummate the sale are conditioned upon the satisfaction of the following Closing Conditions: (a) the representations and warranties of Buyer made in this Agreement, and any other Transaction Document delivered pursuant hereto, are true, correct and complete when made and as of the Closing Date; (b) the unconditional delivery of Buyer's Closing Deliveries, including without limitation the payment of the Purchase Price; and (c) receipt by Seller of the release of the Treasury Lien; and (d) Seller issuance under Paragraph 64 of the Settlement Agreement of written notice to the United States, the State, and affected community(ies) where the Property is located, at least thirty (30) days prior to the Closing, of Seller's intent to sell the Property to Buyer.

6.2.2 The obligations of Buyer are conditioned upon the satisfaction of following Closing Conditions: (a) the unconditional delivery of Seller's Closing Deliveries; (b) the delivery of fee simple title to the Property, subject to no liens other than the Permitted Exceptions, and those items which Seller has elected to cause to be omitted or insured over at or prior to Closing in accordance with this Agreement; and (c) Buyer having received final site plan approval from the Town/City of _____ or County of _____ and any other appropriate Governmental Authority for Buyer's redevelopment of the Property.

ARTICLE 7

CLOSING AND POSSESSION

7.1 Seller's Closing Deliveries. On or prior to the Closing Date, Seller will execute and deliver, or cause to be executed and delivered, (collectively, "**Seller's Closing Deliveries**"):

7.1.1 the Deed;

7.1.2 all real property transfer tax returns and other forms required by Law to be completed or signed by Seller to transfer the Property as required under this Agreement and record the Deed;

7.1.3 the Environmental Easement Agreement between the Trust and Buyer in the form attached hereto as **Exhibit D** (the "**Environmental Easement Agreement**" or "**EEA**"), the Restrictive Covenant or other similar documents in the form attached thereto as **Exhibit E** (the "**Restrictive Covenant**" or "**RC**"), and all other Transaction Documents to which it is a party;

7.1.4 a Non-foreign Transferor Affidavit pursuant to Section 1445 of the Code;

7.1.5 a HUD-1 Settlement Statement or similar closing statement (the "**Closing Statement**") to Buyer and Title Company, and such other documents and affidavits as are reasonably requested by Title Company, to issue the Title Policy consistent with this Agreement.

7.2 Buyer's Closing Deliveries. At Closing, Buyer will execute and/or deliver, as applicable (collectively, "**Buyer's Closing Deliveries**"):

7.2.1 the balance of the Purchase Price, after deducting the unapplied portion of the Deposit, and subject to the credits and adjustments required by this

Agreement (to be shown on the Closing Statement executed by Buyer, Seller and Title Company);

7.2.2 all real property transfer tax returns and other forms required by Law be completed or signed by Buyer to transfer the Property and record the Deed;

7.2.3 the Environmental Easement Agreement and all other Transaction Documents to which it is a party;

7.2.4 evidence of the valid existence and good standing of Buyer in the state in which Buyer is organized, along with the consent of its principals authorizing the Sale;

7.2.5 the fully-executed Development Agreements between Buyer and the Town/City of _____ or County of _____ which shall be consistent with the terms of the LOI and the Sales Criteria set forth therein and include at a minimum a statement of the Buyer's Intended Use, the amount and timing of Buyer's intended investment in the Property, and the Buyer's projected amount and timing of jobs to be created through Buyer's Intended Use of the Property; and which Development Agreement shall be reviewed and approved by Seller (in its reasonable discretion) prior to execution by the Buyer (and if applicable, Seller) and the relevant local Governmental Authority for the redevelopment of the Property (the "**Development Agreement**"); and

7.2.5.1 Job Creation/Investment: Buyer agrees to cooperate with Seller post-Closing in documenting the amount of Buyer's investment in and jobs created at the Property brought about through the approved Development Agreement or through related means; and

7.2.6 evidence that Buyer has secured all necessary approvals/permits from the Town/City of _____, County of _____, and State, and any other Governmental Authority having jurisdiction over the Property for the Buyer's Intended Use for redevelopment of the Property that can be obtained prior to closing, including evidence that the Town/City has approved the site plan attached hereto as **Exhibit F**; and

7.2.7 the Closing Statement to Seller and Title Company, and such other documents and affidavits as are reasonably requested by Title Company, to issue the Title Policy consistent with this Agreement.

7.3 Tax Prorations. Except as otherwise provided herein, all real property taxes of any kind customarily adjusted upon the sale of a property similar to the Property will be prorated and adjusted on the due date basis, paid in advance, with Buyer being responsible for all such taxes allocable to the period commencing from and after 12:01 am (Detroit time) of the Closing Date, and Seller being responsible for all such taxes allocable to the period prior to and including 11:59 pm (Detroit time) of the day before the Closing Date, in each case regardless of when such taxes are actually due and payable without penalty or interest.

7.4 Other Prorations.

7.4.1 Any other expense items customarily adjusted upon the sale of property similar to the Property will be adjusted between Seller and Buyer as of the Closing Date in accordance with local custom; provided, however, Seller will have no responsibility for title insurance premiums or survey costs.

7.4.2 Buyer and Seller agree that the Title Company will be the "reporting person" relative to the transaction contemplated herein for purposes of Section 6045(e) of the Code.

7.5 Expenses.

7.5.1 Seller will be responsible for the cost of preparing the Deed.

7.5.2 Buyer will be responsible for the costs of the Title Commitment and Title Policy, Survey and conducting its due diligence investigation. All transfer taxes associated with the recordation of the Deed, if any, including without limitation, transfer and recordation taxes and documentary stamps, will be paid by Buyer at Closing or, if assessed at any time thereafter, will be paid promptly by Buyer following such assessment.

7.5.3 Each Party will pay its own attorneys', brokers', and consultants' fees. Buyer and Seller agree to provide each other reasonable assistance in the preparation and filing of any and all required transfer tax returns for or with respect to such transfer taxes with any and all appropriate taxing authorities.

ARTICLE 8

SPECIAL PROVISIONS

8.1 Environmental.

8.1.1 Except as otherwise provided for in this Agreement or the Environmental Easement Agreement, Buyer hereby **forever waives, and releases, relinquishes, acquits, and forever discharges** Seller and the Trust (collectively, "**RACER**"), their Affiliates and each of their respective members, partners, venturers, stockholders, directors, managers, officers, employees, spouses, agents, legal representatives, successors and assigns (collectively, "**Seller's Representatives**") from and against any and all liabilities, duties and obligations of any kind for any Environmental Actions or other remediation or other work by the Trust, 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. **Notwithstanding the foregoing, or anything to the contrary set forth elsewhere in this Agreement or any Transaction Document, RACER will have no responsibility or liability whatsoever with respect to any Pre-Existing Environmental Condition, or any other Environmental Condition which may hereafter exist, at, above, or below the surface of the Property, including without limitation, in any improvements and any and all discarded materials located on or at the surface of the Property, 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; roof shingles and other building materials which may contain asbestos-containing materials, except to the extent otherwise provided in, and subject to, this Agreement or the Environmental Easement Agreement.**

8.1.2 Buyer and Seller will work cooperatively with the Trust to prepare a Remediation and Redevelopment Coordination Plan reasonably acceptable to Buyer and Seller ("**RRCP**"). The RRCP will establish the working dynamics between Buyer, Seller, and

the Trust as well as the process for coordinating remediation work and redevelopment activities after the expiration of the Inspection Period and after Closing.

8.1.3 [IF APPLICABLE AS DETERMINED BY SELLER: Buyer acknowledges that the Property is subject to a Resource Conservation and Recovery Act ("**RCRA**") Corrective Action and that it will comply with the applicable RCRA-related notice requirements of Mich. Admin. Code R. 299.9525, or, if the Property is not located in Michigan, then equivalent State law or regulation.]

8.2 Restrictions. Buyer hereby acknowledges that Seller may have previously recorded or will record, prior to Closing, a Restrictive Covenant, or may record, prior to Closing, an Amended Restrictive Covenant, as to the Property (as form of which is attached as **Exhibit E**) with the register of deeds or appropriate land records office of the County of _____. Seller reserves the right to modify such Restrictive Covenant or Amended Restrictive Covenant prior to the expiration of the Inspection Period, or otherwise in accordance with the EEA.

8.3 Survival. The provisions of this Article and the Parties' respective obligations hereunder will survive the expiration or sooner termination of this Agreement and any Closing, and will not be merged into the Transaction Documents.

ARTICLE 9

CASUALTY OR CONDEMNATION AFFECTING THE PROPERTY

9.1 Casualty. If, between the Effective Date and the Closing Date, the Property is damaged by fire, flood, earthquake, hurricane, tornado, Act of God, or any other cause or means ("**Casualty**"), the following will apply:

9.1.1 Except as otherwise expressly provided in this Agreement, the risk of loss to the Property by such Casualty is assumed by Seller until the Closing Date, but without any obligation of Seller to repair or restore the Property, except to the extent such Casualty arises from the gross negligence or willful misconduct of Seller or any of Seller's Representatives. Seller will notify Buyer of Seller's determination on whether or not it will repair or restore the Property within one hundred eighty (180) days from the date of such Casualty, subject to Force Majeure (as defined in Section 11.4 below) and delays caused by Buyer or Buyer's Representatives. If Seller elects to repair or restore the Property, this Agreement will continue in full force and effect, and Buyer will not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, so long as Seller completes the repair or restoration within a reasonable period of time. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, will belong entirely to Seller, and if such proceeds are paid to Buyer, Buyer will promptly upon receipt thereof turn them over to Seller.

9.1.2 If Seller notifies Buyer that it does not elect to repair or restore the Property as set forth above, then this Agreement will automatically be deemed terminated and of no further force and effect, and Seller will return, or direct the Title Company to return, to Buyer the Deposit (unless the Casualty was caused by or related to the gross negligence, willful misconduct or presence on the Property, of Buyer or any Buyer Representative, in which case this Agreement will remain in full force and effect, without any credit against, or abatement in, the Purchase Price) and neither Party hereto will have any further rights, obligations or liability to or against the other hereunder, except as otherwise provided herein to survive such termination.

9.2 Condemnation. If, between the Effective Date and the Closing Date, the Property is affected by: (a) the exercise of any governmental power, whether by condemnation, eminent domain, other legal proceedings or otherwise by any Governmental Authority or private corporation or individual having the power of condemnation or eminent domain under applicable Law ("**Condemnor**"); and (b) a voluntary sale or transfer by Seller to any Condemnor, either under threat of condemnation or eminent domain or while legal proceedings for condemnation or eminent domain are pending ("**Condemnation**"), and such Condemnation is for:

9.2.1 All or substantially all of the Property, then this Agreement will terminate and be no further force or effect as of the date of such Condemnation.

9.2.2 A portion of the Property, and the removal of such portion from the Property would reasonably be considered to have a Material Adverse Effect on the Intended Use, then this Agreement will remain in full force and effect and: (a) Seller will be entitled to the entirety of any compensation awarded for such Condemnation (an "**Award**"); and (b) the Purchase Price will be reduced by the amount of such Award, less Seller's costs incurred in connection therewith.

9.2.3 A portion of the Property, and the removal of such portion from the Property would not reasonably be considered to have a Material Adverse Effect on the Intended Use, then this Agreement will remain in full force and effect and: (a) Seller will be entitled to the full amount of the Purchase Price; and (b) Buyer will be entitled to receive all of the Award, and Seller agrees that it will not make any adjustment or settlement of any such Condemnation proceeding without Buyer's consent and will take at Closing all action necessary to assign its entire interest in the Award to Buyer.

9.3 Survival. The provisions of this Article and the Parties' respective obligations hereunder will survive the expiration or sooner termination of this Agreement and any Closing, and will not be merged into the Transaction Documents.

ARTICLE 10

INDEMNIFICATION

10.1 Buyer Indemnification. Buyer shall defend, indemnify, pay, save, and, hold Seller, its Affiliates, and the Seller Representatives (the "**Seller Indemnified Parties**") harmless from and against any and all claims, liabilities, demands, fines, costs and expenses, including, without limitation, reasonable attorneys' fees and costs ("**Claims**") imposed upon, or incurred by or on behalf of such Seller Indemnified Parties, or the Property, arising from or related to: (a) any breach or default by Buyer under this Agreement including all expenses incurred in connection with the exercise by Seller of any remedy to which it is entitled hereunder; (b) any Release, no matter how caused (other than as a result of Environmental Actions of Seller, the Trust, or Seller's Representative's), to the extent the Release occurred after the Closing Date; (c) any Pre-Existing Environmental Conditions exacerbated by Buyer; (d) anything necessary to protect Seller's interest under this Agreement in any proceeding (whether voluntary or involuntary) pursuant to 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; or (e) the presence of Buyer or any Buyer Representative thereof on the Property prior to the Closing Date, or any other act or omission of Buyer, or any Buyer Representatives. Notwithstanding anything set forth above

in this Section, Buyer will not be liable for, or be obligated to defend, indemnify, pay, save and hold such Seller Indemnified Parties harmless from and against any Claims to the extent resulting from: (i) any Seller's Default or the gross negligence or willful misconduct of any of its Indemnified Parties; or (ii) any Environmental Action of Seller, the Trust or Seller's Representatives. [MICHIGAN ONLY: Except as otherwise provided in this Agreement, the Environmental Easement Agreement, or any of the other Transaction Documents, nothing herein will be construed as an agreement by Buyer to indemnify, defend or hold Seller harmless from liabilities related to Pre-existing Environmental Condition for which Buyer is otherwise not liable under Michigan law as a result of having conducted and filed a written report prepared in accordance with Parts 201 and/or 213 of Michigan's NREPA (as defined below), and the regulations promulgated thereunder, that confirms that the Property is a "facility" and/or a "site" as those terms are defined under Michigan law ("Baseline Environmental Assessment" or "BEA").]

10.2 Costs and Fees. If a Seller Indemnified Party shall, without fault, be made a party to any Claim commenced by or against Buyer, or if a Seller Indemnified Party shall, in its reasonable discretion, determine that it must intervene in such Claim to protect its interest hereunder, Buyer shall defend such Seller Indemnified Party using attorneys reasonably satisfactory to such Seller Indemnified Party, and shall pay all liabilities, costs and expenses incurred by the Seller Indemnified Party in connection with such Claim. A Seller Indemnified Party shall have the right to engage its own attorneys in connection with any of the provisions of this Section or any of the provisions of this Agreement, including, but not limited to, any defense of or intervention by Buyer, notwithstanding any contrary provisions of applicable Laws, and all attorneys' fees and costs shall be included in the amounts to be paid by Buyer.

10.3 Seller Indemnification. Buyer acknowledges that Seller will not defend, indemnify, pay, save or hold Seller Indemnified Parties harmless, except for the limited indemnities set forth in Sections 14.7 and 14.12, below.

10.4 Survival. The provisions of this Article and the Parties' respective obligation hereunder will survive the expiration or sooner termination of this Agreement and any Closing, and will not be merged into any Transaction Document.

ARTICLE 11

DEFAULT AND TERMINATION

11.1 Buyer's Events of Default. The occurrence of any of the following events and breaches of its obligations (each a "**Buyer's Default**") will constitute a default by Buyer under this Agreement:

11.1.1 Failure by Buyer to consummate the Closing on the Closing Date, if Buyer's Closing Conditions have been satisfied or waived, if such failure is not cured within ten (10) days after delivery by or on behalf of Seller of written notice of such failure.

11.1.2 Failure of Buyer to comply with any other provision of this Agreement, if such failure is not cured within twenty (20) days after delivery by or on behalf of Seller of written notice of such failure, unless any provision of this Agreement provides for a shorter or no time period for cure, and except in cases of an emergency.

11.1.3 The breach by Buyer of any representation, warranty or covenant when made or on the Closing Date.

11.2 Seller's Remedies. If a Buyer Default occurs, then Seller's sole and exclusive remedy for such Buyer's Default will be to terminate this Agreement, so that it is of no further force and effect and retain the Deposit, including all Extension Fees, as liquidated damages, it being acknowledged and agreed that it is extremely difficult and impracticable to ascertain the extent of detriment to Seller caused by the breach by Buyer under this Agreement, and the failure of the consummation of the Sale contemplated by this Agreement, or the amount of compensation Seller should receive as a result of Buyer's breach or default. Upon termination of this Agreement pursuant to this Section, Seller may sell the Property to any third party as though this Agreement had never been made (without any obligation to account to Buyer for any part of the proceeds of such sale). No delay or omission by Seller to exercise any such right, power and remedy, will impair, limit or vitiate such right, power or remedy.

11.3 Seller's Default and Remedies of Buyer. If Seller does not convey the Property to Buyer as, if and when required to do so by this Agreement, following satisfaction of all Closing Conditions ("**Seller's Default**"), then **BUYER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH SELLER'S DEFAULT SHALL BE THE RETURN OF THE DEPOSIT (INCLUDING ANY EXTENSION FEES)**. Buyer will not have the right to sue Seller for specific performance to compel Seller to convey the Property to Buyer in accordance with this Agreement.

11.4 Force Majeure. Anything to the contrary contained in this Agreement notwithstanding, neither Party will be deemed to be in default of any of its obligations hereunder if it will be prevented from or delayed in performing such obligation by reason of any: act of God; act of war; act of terrorism; civil commotion; governmental embargo or moratorium; Casualty; labor dispute not within the direct control of Buyer; unavailability or shortages of labor, materials or equipment which would not reasonably be foreseeable, enactment of any new Law after the Effective Date; or any other cause or event which would not be reasonably foreseeable or is beyond a Person's reasonable ability to control (except financial inability) ("**Force Majeure**") and such Party's time for such performance will be extended by the number of days during which any condition of Force Majeure prevails, so long as notice by the Party claiming such extension is given to the other Party within three (3) Business Days of notice thereof.

11.5 Waiver. No waiver by either Seller or Buyer of any breach by the other of any one or more of the terms, covenants, conditions or agreements of this Agreement will be deemed to imply or constitute a waiver of any succeeding or other breach. Failure of either Seller or Buyer to insist upon the strict performance of any of the terms, conditions, covenants and agreements of this Agreement will not constitute or be considered as a waiver or relinquishment of such Party's rights to subsequently enforce any default, term, condition, covenant or agreement, which will all continue in full force and effect.

11.6 General Effect of Termination. Whenever in this Agreement provision is made that either Party will have the right to terminate this Agreement, then unless in such provision it is expressly provided otherwise (including, without limitation, as is provided in this Section), this Agreement will terminate on the date set forth in the operative termination notice delivered in accordance with the terms hereof, whereupon, the Parties will be released and relieved from, and neither Party hereto will thereafter have against the other, any further Claim or liability under this Agreement or on account of the termination hereof, except for those accruing prior to the effective date of such termination, and those expressly stated in this Agreement to survive the expiration or termination of this Agreement.

ARTICLE 12

NOTICES

All notices, requests, consents or demands herein provided to be given or made, or which may be given or made by either Party to the other hereunder (collectively, the "**Notices**"), will be given or made only in writing and will be deemed to have been duly given: (a) when delivered personally at the address set forth below, or if delivery is rejected when delivery was attempted; (b) on the 1st Business Day after the date sent when sent *via* reputable overnight courier, properly addressed, prepaid and delivered to such courier's office during its business hours, otherwise, it will be effective the next Business Day; or (c) on the date sent via facsimile or electronic mail transmission, if sent prior to 5:30 pm (Detroit time) on a Business Day, and if a hard copy is deposited either with an overnight courier for next Business Day delivery, or in the United States mail within twenty-four (24) hours after the facsimile or electronic mail is transmitted. The attorneys for either Party may, but will not be required to, deliver any notice pursuant to this Agreement on behalf of their respective clients.

If to Seller:

RACER Properties LLC
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:

RACER Properties LLC
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:

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 Buyer:

_____
_____
_____
_____
Facsimile: _____
Email: _____

With a copy to:

_____
_____
_____
Attn:_____
Facsimile: _____
Email: _____

REF #_____

ARTICLE 13

LEGAL PROCEEDINGS

EACH OF SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT EITHER OF THEM OR THEIR 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 SELLER ACCEPTING THIS AGREEMENT.

ARTICLE 14

GENERAL PROVISIONS

14.1 Interpretation. The use of: (a) the neuter gender includes the masculine and feminine; and (b) the singular number includes the plural, whenever the context requires.

14.2 Captions and Headings. Captions and headings in this Agreement are inserted for the convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms.

14.3 Exhibits. All attached Exhibits are a part of this Agreement and are incorporated in full by this reference. Except as specifically provided herein, if any provision contained in any Exhibit hereto is inconsistent or in conflict with any provisions of this Agreement, the provisions of this Agreement will supersede and control the provisions of such Exhibit.

14.4 Entire Agreement. This Agreement contains the entire agreement between the Parties relating to this Agreement and the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are expressly superseded by this Agreement, and, except for Paragraph II.F of the LOI, the LOI is merged herein. This Agreement may not be modified, waived, amended, discharged or changed, nor may any of its terms be waived, except by an instrument in writing signed by the Party to be bound thereby. Any modification, waiver, amendment, discharge or change of this Agreement which is not in writing and signed by the Party against which the enforcement thereof is or may be sought will be deemed null and void and of no force and effect *ab initio*.

14.5 Drafting. This Agreement will not be construed more strictly against one Party than the other because it may have been drafted by one of the Parties or its counsel, each having contributed substantially and materially to the negotiation and drafting hereof.

14.6 Governing Law, Jurisdiction and Venue. The Laws of the State will govern the validity, construction, enforcement and interpretation of this Agreement; provided, however, that the United States Bankruptcy Court for the Southern District of New York will retain jurisdiction over any and all disputes arising under, or otherwise relating, to the construction and enforcement of the Settlement Agreement, and the transactions contemplated thereunder and governed thereby. Each Party hereby consents to the jurisdiction and venue of any Federal District Court and State Courts located in the Town/City or County in which the Property is located, and 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 will be deemed to be completed upon actual delivery thereof (whether accepted or refused).

14.7 Attorneys' Fees. With respect to any provision in this Agreement providing for payment or indemnification of attorneys' fees, such fees will be reasonable and will be deemed to include reasonable fees incurred through any applicable appeal process, and will include reasonable fees attributable to legal services provided by any general in-house counsel and staff to the prevailing or Indemnified Party.

14.8 Time of Essence. Time is of the essence of every provision of this Agreement.

14.9 Severability. This Agreement will be construed as though the covenants herein between Seller and Buyer are independent and not dependent, and Buyer hereby expressly waives the benefit of any statute to the contrary. Accordingly, if any term, covenant, condition or provision of this Agreement is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, it will in no way affect the validity or enforceability of any other term, covenant, condition or provision of this Agreement.

14.10 Successors and Assigns. This Agreement will inure to the benefit of and be binding upon, and enforceable by, the respective successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer will not assign its rights or delegate its obligations hereunder, without Seller's prior written consent, which consent will be granted or withheld in Seller's sole and absolute discretion, without regard to reasonableness; provided, however, Buyer may assign this Agreement to Affiliate without Seller's consent on condition that: (a) Buyer provides Seller with notice thereof at least five (5) Business Days in advance thereof; (b) such Affiliate expressly assumes in writing the obligations and liabilities of "Buyer" under this Agreement, a copy of which assumption is provided to Seller; and (c) Buyer and such Affiliate will remain jointly and severally liable and responsible for the obligations of "Buyer" under this Agreement. **The provisions of this Section and the Parties' respective obligations hereunder will survive the expiration or earlier termination of this Agreement and any Closing, and will not be merged into any Transaction Document.**

14.11 Specially Designated Nationals and Blocked Persons

14.11.1 Buyer represents and warrants to Seller that: (a) Buyer and each Person owning an interest in Buyer is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC pursuant to any authorizing Law, and (ii) not currently a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States Law; (b) none of the funds or assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person; (c) no Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly); (d) none of the funds of Buyer have been derived from any unlawful activity with the result that the investment in Buyer is prohibited by Law or that this Agreement is in violation of Law; and (e) Buyer has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times.

14.11.2 Buyer will: (a) comply with all requirements of Law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; (b) immediately notify Seller if any of the representations, warranties or

covenants set forth in this Section are no longer true, have been breached or if Buyer has a reasonable basis to believe that they may no longer be true or have been breached; (c) not to use funds from any Prohibited Person to make any payment due to Seller under this Agreement; and (d) at the request of Seller, provide such information as may be requested by Seller to determine Buyer's compliance with the terms hereof.

14.12 Brokerage. Each of Seller and Buyer represents and warrants to the other that it is not represented by any broker in this transaction. Each Party will indemnify, defend, and hold the other Party harmless from and against any Claim by any broker, agent, or other Person claiming a commission or other form of compensation by virtue of having dealt with Buyer or Seller, respectively, with regard to this Agreement. **The provisions of this Section and the respective obligations of the Parties hereunder shall survive the expiration or sooner termination of this Agreement and any Closing, and will not be merged into the Transaction Documents.**

14.13 Relationship of the Parties. This Agreement will not be deemed or construed by the parties, nor by any third party, as creating the relationship of: (a) principal and agent; (b) partnership or other associate relationship; or (c) joint venture between the parties, nor will this Agreement by construed to authorize either to act as agent for the other, except as expressly provided to the contrary in this Agreement.

14.14 No Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, Seller and Buyer do not intend by any provision of this Agreement to confer any right, remedy, or benefit upon any third party (express or implied), and no third party will be entitled to enforce or otherwise will acquire any right, remedy, or benefit by reason of any provision of this Agreement.

14.15 No Recordation. Except as otherwise provided therein, in no event will this Agreement or any document or other memorandum related to this Agreement or to the subject matter of this Agreement be recorded without the consent of Seller. This provision will survive termination of this Agreement.

14.16 Survival. Unless otherwise expressly provided for in this Agreement, the representations, warranties, covenants, and conditions of the Parties set forth in this Agreement will not survive the expiration or earlier termination of this Agreement, or the Closing and delivery of the Transaction Documents.

14.17 No Offer; Execution. The submission of this Agreement for examination is not intended to nor will it constitute an offer to sell, or a reservation of or option or proposal of any kind for the purchase of the Property. In no event will any draft of this Agreement create any obligation or liability, it being understood that this Agreement will be effective and binding only when a counterpart hereof has been executed and unconditionally delivered by each Party hereto and the Deposit has been delivered to the Title Company.

14.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same enforceable instrument. All Parties to this Agreement need not sign the same counterpart of this Agreement provided that all Parties have signed at least one counterpart of this Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile or electronic mail will be binding upon transmission by facsimile or electronic mail and the facsimile or electronic copy of the scanned signature page may be utilized for the purposes of this Agreement.

14.19 Time. In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run will not be included. The last day of the period so computed will be included unless it is a Saturday, Sunday, or legal holiday (i.e., not a Business Day), in which event the period will run until the next day which is a Business Day. In the event any day on which any act is to be performed by Seller or Buyer under the terms of this Agreement is not a Business Day, the time for the performance by Seller or Buyer of any such act will be extended to the next day which is a Business Day.

ARTICLE 15

DEFINITIONS

The following terms, when used in this Agreement, will have the meaning set forth in this Article.

15.1 "**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 will 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.

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

15.3 "**Embargoed Person**" means any Person or government subject to trade restrictions under United States Law, including without limitation, the International Emergency Economic Powers Act, 50 U.S.C. §1701 *et seq.*, and the Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, with the result that the investment in Buyer is prohibited by Law or Buyer is in violation of Law.

15.4 "**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, Restrictions, oversight costs, and Operation, Maintenance, and Monitoring activities

REF #_____

authorized or required to be performed by or on behalf of the Trust under the Settlement Agreement or under any Law with respect to the Property.

15.5 "**Environmental Condition**" means any Release or other event, circumstance and/or condition regulated by Environmental Laws existing at, on, in, under, or about the Property, or the ambient air around the Land.

15.6 "**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: (a) the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; (b) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; (c) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; (d) the Federal Water Pollution Control Act, 33 U.S.C Section 1251 *et seq.*; (e) the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; (f) the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; (g) OSHA, 29 U.S.C. 651 *et seq.*; (h) the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et* seq.; and (i) the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 *et* seq.; as any of the foregoing has been, and may be, amended, supplemented and/or replaced from time to time, as in effect on the Effective Date, and including the analogous Laws of the State 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.

15.7 "**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.

15.8 "**Material Adverse Effect**" means any matter, event or condition which would reasonably be expected to have a significant, negative effect on the Property, or which would otherwise reasonably be expected to have a material adverse effect on a Person's ability to perform its obligations hereunder or, with respect to Buyer, on Buyer's ability to develop the Property for Buyer's Intended Use. By way of example, provided that Buyer promptly commences and diligently pursues the satisfaction of such conditions prior to the expiration of the Inspection Period, the following items will constitute a Material Adverse Effect: (i) failure or refusal of any Governmental Authority to approve the Intended Use, Development Agreements, re-zoning application and/or all or any portion (provided such portion materially and adversely affects the Intended Use) of the site plan attached hereto as **Exhibit F**; and (ii) any lien not known to Buyer or that could not have been determined in the exercise of ordinary course due diligence that materially and adversely affects the Intended Use.

15.9 "**OMM**" means the operation, monitoring and maintenance activities required under the Settlement Agreement as Environmental Action.

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

15.11 "**Prohibited Person**" has the meaning set forth in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.

15.12 "**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 Environmental Laws, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

15.13 "**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 any ongoing Environmental Action at, on, 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.

15.14 "**States**" means collectively, the United States of America (on behalf of the EPA and the Saint Regis Mohawk Tribe), the States of Delaware, Illinois, Indiana, Kansas, Massachusetts, 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.

15.15 "**Transaction Documents**" means the LOI, the Deed; all real property transfer tax returns and other forms required by Law to be completed or signed by Seller or Buyer to transfer the Property and record the Deed; the EEA; the RC; the Non-foreign Transferor Affidavit pursuant to Section 1445 of the Code; the HUD-1 Settlement Statement or similar closing statement; and any other documents and affidavits as are reasonably requested by Title Company to issue the Title Policy and record the Deed, EEA and RC, consistent with this Agreement.

[The remainder of this page is intentionally left blank; signature page follows.]

Signature page to Purchase and Sale Agreement

IN WITNESS WHEREOF, Seller and Buyer hereby execute this Agreement to be effective as of the Effective Date.

BUYER:

_____,
a _____

By: _____
Name:
Title:

Date Signed: _____, 201_

SELLER:

RACER PROPERTIES LLC,
a Delaware limited liability company

By: Revitalizing Auto Communities Environmental Response Trust, Sole Member of RACER Properties LLC

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

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

Date Signed: _____, 201_

REF #_____

EXHIBIT A

Legal Description of the Property

All those tracts or parcels of land lying and being in the Town/City of _____, _____ County, State of _____, and being more particularly described on as follows:

Tax Parcel ID Number(s):

Commonly known as:

REF #_____

EXHIBIT B

FORM OF PRE-CLOSING ACCESS AGREEMENT

PRE-CLOSING ACCESS AGREEMENT

Between

RACER PROPERTIES LLC
a Delaware limited liability company

as Seller

and

_____

a_____

as Buyer

Affecting Property Located at:

_____

Town/City_____
County of _____
State of _____ **("State")**
Tax Parcel Identification Number(s):
_____

RACER Reference # _____

REF #_____

PRE-CLOSING ACCESS AGREEMENT

THIS PRE-CLOSING ACCESS AGREEMENT (this "**Agreement**") is made effective as of _____, 201_ (the "**Effective Date**"), by and between **RACER PROPERTIES LLC**, a Delaware limited liability company (hereinafter "**Seller**"), and _____, a _____ (hereinafter "**Buyer**"). Seller and Buyer are collectively referred to herein as the "Parties."

RECITALS

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of even date herewith (the "**PSA**"), for the sale of certain real property having an address at _____, _____, _____ and being more particularly described on Exhibit A to the PSA (the "**Property**"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the PSA.

B. Buyer desires to enter upon the Property prior to the Closing, for the limited purpose of conducting its Physical Inspection (as that term is defined in the PSA) of the Property (the "**Permitted Use**") and Seller is willing to permit Buyer to enter and use the Property for such Permitted Use on the terms and conditions set forth below.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. LICENSE; TERM.

1.1 For the period commencing on the Effective Date of the PSA to and including the expiration of the Inspection Period (as that term is defined in the PSA) (the "**Term**"), Seller hereby grants to Buyer and its agents, contractors, invitees and employees (the "**Representatives**"), a non-exclusive revocable license and permission to enter upon the Property for the Permitted Use and for no other purpose whatsoever, including without limitation, no Invasive Work (as defined below) except as expressly permitted under this Agreement. Buyer acknowledges that this is a temporary license and that neither Buyer nor any Representative has any rights as an owner or tenant by virtue hereof; and furthermore, that Seller reserves unto itself all rights to the use and occupancy of the Property throughout the Term, subject to this Agreement and the PSA. This Agreement, and the license granted hereunder, shall automatically, and without further notice, expire on the expiration of the Inspection Period (the "**Expiration Date**"), whereupon, this Agreement and the license granted hereunder, and the rights and privileges granted herein, shall be deemed terminated and revoked, and of no further force and effect, except for the obligations specifically stated herein to survive such expiration and revocation.

1.2 On or before the Expiration Date, Buyer shall surrender and vacate the Property in substantially the same or better condition as existed on the Effective Date.

ARTICLE 2. ACCESS.

2.1 Subject to the terms of this Agreement, Buyer shall have the right to enter onto the Property during normal business hours ("**Access**"), for the Permitted Use as contemplated in this Agreement and in accordance with any Remediation and Redevelopment Coordination Plan approved in writing by Seller and Buyer ("**RRCP**"). The Access and the Permitted Use are expressly conditioned upon and limited to the terms and scope of any such RRCP. Buyer shall give Seller reasonable advanced notice, which may be

telephonic, to _____, RACER Trust Cleanup Manager, at _____, of its proposed schedule for such Access and, upon Seller's request, allow Seller's Representative to accompany Buyer on such visits. So long as no Event of Default (as defined below) has occurred, Buyer and Seller shall cooperate in all commercially reasonable respects with each other in facilitating the Permitted Use. Buyer shall use reasonable efforts to avoid interfering with the activities of Seller on the Property, or otherwise interfering with any Environmental Actions.

2.2. Buyer shall not grant or pledge any rights or interests to, or consent to, permit or suffer the access, use, or occupancy by, any Person (other than its Representatives) in or to the Property, or any interest therein.

2.3 Buyer and its Representatives may conduct the Permitted Use, provided however, that any such Representatives must be: (a) covered by Buyer's insurance policy, or otherwise maintain insurance coverage at least comparable to that required of Buyer below, and provide a certificate of insurance as provided below prior to its access to the Property; (b) duly licensed in the State, if required; and (c) comply with this Agreement, as if they are the Buyer. Buyer shall be responsible and liable for all of its Representatives on, at, or about the Property.

2.4 Throughout the Term, Seller and any of its Representatives shall be entitled, at any time and from time to time, to inspect the activities of Buyer on the Property.

ARTICLE 3. COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS.

3.1 Prior to entering the Property, Buyer shall: (a) obtain, at its sole cost and expense, all permits and licenses of any kind ("**Permits**") required by all applicable Governmental Authorities for its Physical Inspection, including all tests and assessments of the Property, if any; and (b) furnish to Seller copies of all such Permits.

3.2 Throughout the Term, Buyer shall comply, and cause all of its Representatives to comply, with any and all Laws applicable to the Property and its Permitted Use thereof, and the requirements of any insurance carriers insuring the Property.

ARTICLE 4. SPECIAL NOTICE.

4.1 All persons who enter upon the Property do so at their own risk, and shall comply with the terms hereof, and any and all instructions and directions of Seller.

4.2 Seller shall have no duty to inspect the Property, or warn any person of any latent or patent defect, condition or risk that may exist in, on, at, about or under the Property or that might be incurred in the exercise of the rights granted herein.

ARTICLE 5. CONDITION OF PROPERTY.

5.1 Seller makes no representations, warranties, promises, covenants, agreements or guarantees of any kind, nature, or character whatsoever, whether express or implied; oral or written; past, present or future, with respect to the Property or any portion thereof or interest therein, except to the extent expressly set forth in the PSA. Buyer hereby accepts the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition, and agrees that Seller has no obligation to perform any work at or to the Property to prepare it for Buyer's Permitted Use.

5.2 Buyer acknowledges and agrees that Seller has no obligation whatsoever to provide any utilities to at the Property, or for or on behalf of Buyer, during the Term.

ARTICLE 6. USE OF THE PROPERTY.

Throughout the Term, Buyer shall:

6.1 Repair and restore any damage to the Property arising from, related to or caused by the presence on, at or about the Property of Buyer or any Responsible Party thereof, to a condition comparable to or better than that existing as of the date hereof.

6.2 Not exacerbate, disturb, disrupt, impair or unreasonably interfere with, any Environmental Actions.

6.3 Observe, and cause to be observed, strict fire and smoking precautions, including prohibiting the lighting of fires on the Property; and prohibit the use of all firearms and intoxicating liquor on the Property.

ARTICLE 7. PERMITTED INVASIVE ACTIVITIES.

7.1 Buyer and its Representatives shall be permitted to conduct any physically intrusive work, installations or alterations, or otherwise penetrating the ground surface of the Property, including without limitation, excavation, scraping, digging, trenching, tunneling, boring, drilling, sampling, moving, disturbing or removing any portion of the Property or otherwise affecting the Property ("**Invasive Work**") at the Property, pursuant to any approved RRCP, to the extent that:

(a) Buyer has completed an ASTM Phase I environmental site assessment of the Property in a manner and by a consultant that is approved by Seller (the "**Phase I Assessment**"), such Phase I Assessment satisfies all requirements of Law and the ASTM standards for a Phase I environmental assessment, and the Phase I Assessment identifies any conditions indicative of an actual or threatened Release that are used as the basis to focus the Invasive Work, or

(b) such Invasive Work is required by Environmental Laws (e.g., preparing a Baseline Environmental Assessment or similar document or to take advantage of a statutory defense to liability), including but not limited to an enforceable order, directive, or demand or specific request of any State or any other governmental agency or authority having jurisdiction over the Real Property, or

(c) the Invasive Work is necessary to allow Buyer to secure environmental insurance for the Property.

Such Invasive Work shall comply with all applicable Environmental Laws, and shall not disturb or exacerbate any Pre-existing Environmental Condition or interfere with any Environmental Action. Seller shall have the right to review and approve Buyer's proposed Invasive Work. Seller's approval of any such Invasive Work shall not be unreasonably conditioned, delayed or denied. Buyer and its Representatives further shall notify Seller in writing and provide its proposed work plan a reasonable period in advance of any proposed Invasive Work regardless of the purpose thereof, and permit Seller to observe such Invasive Work and to take "split samples" if Buyer collects any samples.

ARTICLE 8. LIENS AND CLAIMS.

8.1 Buyer shall not create, suffer or permit to be filed or enforced against the Property, or any part thereof or interest therein, any liens or claims of any kind; and Buyer shall pay or cause to be paid or discharged all of such liens and claims within ten (10) days of the filing thereof.

8.2 In addition to, and not in limitation of, Seller's other rights and remedies under this Agreement, if Buyer fails either to pay or discharge any such lien or claim in accordance with Section 8.1, above, then Seller may, at its option, pay any such lien or claim or settle or discharge any action therefor or satisfy any judgment thereon, and all liabilities incurred by Seller in connection therewith, together with an administrative fee equivalent to fifteen percent (15%) thereof, shall be paid to Seller by Buyer immediately upon written demand, together with interest thereon at the maximum contract rate permitted by Law, from the date incurred or paid until repaid.

ARTICLE 9. INSURANCE.

9.1 Buyer's Liability Coverage. Throughout the Term, Buyer shall, at its sole expense, maintain with a reputable company or companies reasonably acceptable to Seller; (a) a policy or policies of commercial general liability insurance with respect to the Property, including but not limited to owned and non-owned automobile (vehicle) liability, personal injury, blanket contractual, broad form property damage and product/completed operations liability coverage for not less than Three Million Dollars ($3,000,000) combined single limit bodily injury, death and property damage liability per occurrence, or the current limit of liability carried by Buyer, whichever is greater; and (b) workers' compensation insurance in an amount required by Law. Buyer shall also provide Seller with a waiver of subrogation endorsement from Buyer's insurance carrier with respect to Seller. Buyer's consultant shall maintain in force and effect for the term of this agreement insurance (Pollution Liability Insurance) covering losses caused by pollution conditions that result from the performance of the consultant's work on the Property. The Pollution Liability Insurance shall cover client costs and liabilities attributable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup cost; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, in an amount of at least Three Million Dollars ($3,000,000) per loss with an annual aggregate of at least Three Million Dollars ($3,000,000).

9.2 Seller As Additional Named Insured. Buyer shall provide that the policy or policies of insurance required above shall be primary to any other insurance coverage that may be available, and shall name Seller as additional named insured, as indicated below, and shall apply severally to Seller and Buyer, with the provision that any other insurance carried by Seller shall be noncontributing. Each such policy shall contain a provision that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named. For purposes of naming Seller as additional named insured, the following provision shall be included within each applicable policy: "It is understood and agreed that coverage afforded by this Policy shall also apply to Racer Properties LLC and the Revitalizing Auto Communities Environmental Response Trust and its Administrative Trustee, and their respective officers, agents, employees and affiliates, as additional insured, but only with respect to legal liability or claims caused by, arising out of or resulting from the acts or omissions of the named insured or of others performing acts on behalf of the named insured."

9.3 Form and Procedures. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice be given to Seller prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Buyer, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Seller, shall be delivered to Seller prior to Buyer entering upon the Property for any purpose, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way

reduce the coverage, impair the rights of Seller hereunder or negate the requirements of this Agreement.

9.4 Representatives. Buyer shall cause all of its Representatives entering the Property which are not covered by its insurance policy, to obtain and maintain at least comparable insurance coverage to that required of Buyer above, and to provide to Seller the certificates evidencing such coverage as are required of Buyer above, prior to entering the Property.

ARTICLE 10. CONFIDENTIAL INFORMATION.

10.1 Reports. Buyer shall furnish Seller with copies of any and all of the following, which are prepared, obtained, issued and/or provided to or for the benefit of, Buyer during its Physical Inspection or while otherwise on, at or about the Property, promptly after obtaining same (collectively, the "**Property Information**"): any and all studies, reports, assessments, appraisals, recommendations, conclusions, results, findings, analysis, summaries, surveys, maps and other documentation created or delivered, or information obtained, in connection with such Physical Inspection, or derived therefrom.

10.2 Confidential. Except to the extent otherwise provided in the Confidentiality Agreement, Buyer shall treat all Property Information, including the results of any Invasive Work or permitted sampling, absolutely strictly confidential consistent with the Confidentiality Agreement and PSA. Neither Buyer nor any Responsible Party thereof shall communicate with any Governmental Authority or any other Person, or their respective Representatives, regarding this Agreement (or anything disclosed herein) or the Property, or otherwise disclose, disseminate, discuss or reveal to any such Governmental Authority or other Person, any Property Information (or summary, analysis, or report based thereupon), without the prior written consent of Seller, which may be given or withheld in Seller's absolute discretion, except: as required by Law; [MICHIGAN ONLY: to the extent required under Parts 201 and 213 of NREPA, MCL 324.20101 *et seq.* and MCL 324.21301a *et seq.*]; to the extent such Property Information is in the public domain;] or is otherwise permitted under the Confidentiality Agreement.

(a) In granting Buyer and its Representatives access to the Property, Seller has not waived any privilege or claim of confidentiality with respect the Property Information, and no third party benefits or relationships of any kind, either express or implied, have been offered, intended or created. In any case, Buyer shall promptly notify Seller in writing of any request for Property Information received by Buyer or any Responsible Party thereof from any Governmental Authority or any other Person.

(b) Notwithstanding the foregoing, no Property Information may be disclosed or disseminated to Buyer's Representatives, unless Buyer has notified such Representatives of the confidentiality thereof, and required them in writing to keep such Property Information confidential consistent with the terms hereof and the Confidentiality Agreement.

10.3 Environmental Reports. Notwithstanding the foregoing, with respect to all reports or documents prepared by or for Buyer describing, pertaining, or otherwise relating, to any Environmental Condition, Environmental Action or any other environmental matter affecting all or any part of the Property, such reports or documents shall: (a) be delivered to Seller, in draft form prior to being finalized; (b) not be finalized without due and proper consideration of any comments or corrections submitted by Seller; (c) certified to, and issued for the benefit of, Seller; and (d) be Property Information and subject to the terms of this Agreement and the Confidentiality Agreement.

ARTICLE 11. EVENT OF DEFAULT AND REMEDIES.

11.1 If Buyer breaches any obligation under this Agreement, which is not cured within three (3) Business Days after notice thereof (each, an "**Event of Default**"), then this Agreement shall automatically terminate and the license revoked as if it were the Expiration Date. A Buyer Default under the PSA shall automatically be deemed to be an Event of Default under this Agreement, and an Event of Default hereunder shall automatically be deemed a Buyer Default under the PSA, without further notice or action.

11.2 Upon termination of this Agreement by reason of an Event of Default, Buyer shall promptly vacate and surrender the Property, as required hereunder, and Seller may remove all persons or things therefrom, without legal process to the maximum extent permitted by Law, or by such legal process as Seller may deem appropriate. In addition to terminating this Agreement, if an Event of Default has occurred, Seller shall be entitled to seek any other remedy available hereunder, under the PSA, at Law, or in equity, all such remedies being cumulative and not exclusive. No termination or expiration of this Agreement shall relieve Buyer of its obligations to perform those acts required to be performed prior to the Expiration Date, or those expressly stated to survive the Expiration Date.

ARTICLE 12. INDEMNIFICATION; EXCULPATION AND RELEASE.

12.1 Buyer shall indemnify, defend and hold Seller, its Affiliates and their respective members, partners, venturers, stockholders, directors, managers, officers, spouses, legal representatives, agents, successors and assigns (collectively, the "**Indemnitees**") harmless from and against any and all claims, demands, fines, penalties, liabilities and obligations of any kind (a "**Claim**") arising from, relating to, or caused by, with or without fault: (a) the presence on, or use of, the Property by Buyer or its Representatives during the Term; (b) any act or omission of Buyer or any of its Responsible Representatives; (c) any bodily injury, property damage, accident, fire or other casualty to Buyer or its Representatives or their respective property on, or, about the Property; (d) any violation or alleged violation by Buyer or its Representatives of any applicable law; (e) any loss or theft whatsoever of any property or anything placed or stored by Buyer or its Representatives on or about the Property; (f) any breach by Buyer of its obligations under this Agreement; and (g) any enforcement by Seller of any provision of this Agreement and any cost of removing Buyer or any Responsible Party thereof from the Property or restoring the same as provided herein; provided, however, that no Indemnitee shall be entitled to indemnification hereunder to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of such Indemnitee. Except as otherwise provided in this Agreement, the Environmental Easement Agreement or any of the other Transaction Documents, nothing herein shall be construed as an agreement by Buyer to indemnify, defend, or hold Seller harmless from liabilities related to Pre-existing Environmental Condition for which Buyer is otherwise not liable under State law as a result of having conducted and filed a Baseline Environmental Assessment.

12.2 The foregoing indemnity and obligation to defend and hold harmless shall apply to any Claim brought by a private party or by a Governmental Authority under any applicable law. If any Claim shall be brought against an Indemnitee alleging any facts or circumstances for which Buyer is to provide indemnification and/or defense, Buyer shall, upon notice from the Indemnitee, defend the same at its expense by counsel approved in writing by such Indemnitee. The indemnity provided by Buyer in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend.

12.3 As a material inducement to Seller to enter into this Agreement, Buyer, for itself and its Representatives, forever **waives, releases, acquits, and forever discharges**, each RACER entity, and their respective Indemnitees (collectively, in such role, all of the foregoing are the "**Releasees**"), from any and all Claims or liabilities whatsoever arising from, related to, and/or otherwise in connection with, the use, access, and presence by and of Buyer and its Representatives on or about the Property pursuant to the terms hereof, that Buyer and any such Responsible Party may now have, ever had, or will ever have against the Releasees in connection therewith.

12.4 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.

ARTICLE 13. ASSIGNABILITY. This Agreement may not be assigned, whether voluntarily or by operation of Law, and Buyer shall not permit the use of the Property, or any part thereof, except in strict compliance with the provisions hereof, and any attempt to do so shall be null and void.

ARTICLE 14. COST OF ENFORCEMENT. In the event any declaratory or other legal or equitable action is instituted between Seller and Buyer in connection with this Agreement or the subject matter hereof, then the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees and costs.

ARTICLE 15. MISCELLANEOUS.

15.1 The laws of the State shall govern the validity, construction, enforcement, and interpretation of this Agreement; provided, however, that the Bankruptcy Court shall retain jurisdiction over any and all disputes arising under, or otherwise relating, to the construction and enforcement of the Bankruptcy Documents, and the transactions contemplated thereunder and governed thereby. Each Party hereby consents to the jurisdiction and venue of any Federal District Court and State Courts located in the county in which the Property is located, and 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).

15.2 Neither this Agreement, nor a short form memorandum or assignment hereof, shall be filed or recorded in any public office and any attorneys' fees or other costs incurred in clearing such cloud on title to the Real Property shall be Buyer's responsibility.

15.3 This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein, except with respect to any matters set forth in the PSA. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement is delivered pursuant to the PSA, and to the extent there are any inconsistencies or conflicts between the PSA and this Agreement, the terms of the PSA shall govern and control. To the extent any ambiguities are created when reading both the PSA and this Agreement together, such ambiguities shall be resolved in favor of Seller.

15.4 If any paragraph, subparagraph, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid, or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

15.5 The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

15.6 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 the Parties. Signatures transmitted via facsimile or electronic mail transmission shall have the same validity and effect as original signatures.

[Signature page follows]

Signature page to
Pre-Closing Access Agreement

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

SELLER:

RACER PROPERTIES LLC,
a Delaware limited liability company

By: Revitalizing Auto Communities Environmental Response Trust, Sole Member of RACER Properties LLC

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

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

Date Signed: _____, 201_

BUYER:

_____,
a _____

By: _____
Name:
Title:

Date Signed: _____, 201_

REF #_____

EXHIBIT C

FORM OF DEED

QUIT CLAIM DEED

RACER PROPERTIES LLC, a Delaware limited liability company ("Grantor"), whose address is 500 Woodward Avenue, Suite 2650, Detroit, Michigan 48226, for and in consideration of the sum of TEN DOLLARS and No/100 and other good and valuable consideration as described on the Real Estate Transfer Tax Valuation Affidavit filed simultaneously with this Deed, paid by _____, ("Grantee"), having an address of _____, the receipt of which is hereby acknowledged, and pursuant to the Order of the United States Bankruptcy Court for the Southern District of New York entered on March 29, 2011, in Case No. 09-50026 (REG) styled *In re: Motors Liquidation Company, f/k/a General Motors Corporation, et al.,* by these presents does QUIT CLAIM unto Grantee, all of Grantor's rights, title and interests in and to (a) that certain tract of land, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference for all purposes, (b) strips and gores between such tract of land and any abutting properties whether owned or claimed by deed, limitations or otherwise, and whether or not held under fence by Grantor, (c) any land lying in or under the bed of any creek, stream or waterway or any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, on, across, abutting or adjacent to such tract of land, (d) improvements, buildings or fixtures located on such tract of land, and (e) mineral, water, oil, gas, solar and wind rights relating to all or any part of such tract of land, together with all of Grantor's rights, claims, titles and interests in and to any and all appurtenances, rights, easements, and rights-of-way, filings or other interests, including without limitation rents and profits accruing after the effective date hereof, related to or benefiting such tract of land (collectively, the "Property").

The Grantor further grants to the Grantee the right to make all divisions available to the Property under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

[MICHIGAN ONLY: The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Exempt from real estate transfer tax pursuant to Michigan Compiled Laws §§ 207.505(c) and 207.526(c).]

Dated this _____ day of _____, 201__.

(Signature and notary appear on following pages)

REF #_____

Signature Page to Quit Claim Deed

RACER PROPERTIES LLC,
a Delaware limited liability company

By: Revitalizing Auto Communities Environmental Response Trust, Sole Member of RACER Properties LLC

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

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

DISTRICT/STATE OF _____)
) SS:
CITY/COUNTY OF _____)

On the ____ day of _____, 201_ before me a Notary Public for the District/State and City/County aforesaid, personally appeared ELLIOTT P. LAWS, who acknowledged himself to be the Managing Member of EPLET, LLC, the 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 Quit Claim Deed, 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.

WITNESS my hand and seal the day and year aforesaid.

Notary's Signature:_____
Notary's Name:_____
Notary Public, District/State of _____
City/County of_____
My Commission Expires:_____
Acting in the County of:_____

Drafted by:

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

When recorded return to and send subsequent tax bills to:

TBD

REF #_____

EXHIBIT D

FORM OF ENVIRONMENTAL EASEMENT AGREEMENT

ENVIRONMENTAL EASEMENT AGREEMENT

Dated as of _____, 201_

Between

GRANTOR:

_____

And

GRANTEE:

REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST

Affecting Property Located at:

_____

Tax Parcel Identification Number(s):

_____

Town/City of _____, _____ County, State of _____

REF. #_____

ENVIRONMENTAL EASEMENT AGREEMENT

THIS ENVIRONMENTAL EASEMENT AGREEMENT (this "**Agreement**") is made as of _____, 201__ (the "**Effective Date**"), between _____, a _____, the address of which is _____ ("**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.

R E C I T A L S

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 _____, 201__ (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 _____, Tax Parcel Identification Number(s) _____, Town/City of _____, State of _____ ("**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 corresponding agency within the State ("[**Name of corresponding State environmental agency**]"). 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 _____.

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.

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 [name of corresponding State environmental agency] 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 [MICHIGAN ONLY: the nonresidential cleanup criteria category referenced in MCL §324.20120a(1)(b) and/or] 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.

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, [corresponding State environmental agency] 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 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 [name of corresponding State environmental agency] 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: _____, Cleanup Manager
Facsimile: 734.879.9537
Email: _____@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:
_____

And a Copy to:

_____
_____
Attn: _____
Facsimile:_____
Email:_____

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) [MICHIGAN ONLY: "**Baseline Environmental Assessment**" or "**BEA**" means a written report prepared in accordance with Parts 201 and/or 213 of Michigan's NREPA (as defined below), and the regulations promulgated thereunder, that confirms that, among other things, the Property is a "facility" and/or a "site" as those terms are defined in those Acts.] [OR "Intentionally deleted."]

(f) "**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.

(g) "**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).

(h) "**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.

(i) "**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.

(j) [MICHIGAN ONLY: "**Due Care Plan**" or "**DCP**" means a written report documenting Grantor's or Owner's due care requirements of MCL 324.20107a and/or continuing obligations set forth in 42 U.S.C. Section 9601(40) related to its Intended Use of the Property.] [OR "Intentionally deleted."]

(k) "**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.

(l) "**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.

(m) "**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.

(n) "**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.

(o) "**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.

(p) "**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.

(q) "**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.

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

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

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

(u) "**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.

(v) "**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.

(w) "**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.

(x) "**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.

(y) "**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.

(z) "**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.

(aa) "**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.

(bb) "**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.

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

(dd) "**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.

[MICHIGAN ONLY: This Instrument is exempt from State and County Transfer Tax pursuant to Michigan Compiled Laws §§ 207.526(a) and 207.505(a).]

[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: _____, a _____

Dated as of _____, 201__

By: _____
Name:
Title:

_____

STATE OF _____)
) SS:
COUNTY OF _____)

On the ____ day of _____, 201__, before me a Notary Public for the State and County aforesaid, personally appeared _____, who acknowledged himself or herself to be the _____ of _____ a _____ 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.

WITNESS my hand and seal the day and year aforesaid.

_____
Print Name:_____
Notary Public, State of _____
County of_____
Acting in the County of_____
My commission expires:_____

REF. # _____

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

GRANTEE:

Dated as of _____, 201__

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, not individually, but acting solely in his capacity as Managing Member

_____

DISTRICT/STATE OF _____)
) SS:
CITY/COUNTY OF _____)

On the ____ day of _____, 201__ before me a Notary Public for the District/State and City/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.

WITNESS my hand and seal the day and year aforesaid.

_____
Print Name:_____
Notary Public, District/State of _____
City/County of_____
Acting in the City/County of_____
My commission expires:_____

TAX PARCEL IDENTIFICATION NUMBER(S): _____

REF. # _____

DRAFTED 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

REF. # _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All those tracts or parcels of land lying and being in the Town/City of _____, _____ County, State of _____, and being more particularly described on as follows:

Tax Parcel ID Number(s):

Commonly known as:

REF. # _____

EXHIBIT E

DECLARATION OF RESTRICTIVE COVENANT
OR ENVIRONMENTAL RESTRICTIVE COVENANT

REF. #

EXHIBIT F

SITE PLAN

REF #_____

DRAFT
Survey of Buyers of Brownfield Properties
Proposal Outline
5/4/2017

In concept, the acquisition and redevelopment of a brownfield site can have many advantages over greenfield development, for investors, developers and end-users seeking a return on investment or which have a new requirement for locating its operations. Some of the stated reasons given anecdotally by the buyers of RACER Trust properties have included:

- Location
- Business climate (e.g., tax, regulation, etc.)
- Availability of non-discretionary public financial incentives (e.g., TIF, foreign trade zone, new markets tax credits, etc.)
- Stability/sophistication/capacity of local government
- Availability/cost of municipal services (e.g., public safety, public works, etc.)
- Access to education (e.g., K-12, higher ed, work force training, etc.)
- Enforcement of codes (e.g., zoning) for protection of investment/asset value/re-sale value
- Value proposition (purchase price, all-in costs of development, start-up and operations, etc.)
- Access to market/customers
- Vehicle/foot traffic counts
- Demographics (e.g., income levels, eligibility for grants, etc.)
- Access to existing infrastructure (e.g., electric, gas, water, wastewater, IT, etc.)
- Access to existing transportation (e.g., curb cuts, improved surface streets, traffic controls, interstate, rail, port, etc.)
- Access to skilled work force
- Cost avoidance (for GF development costs)
- Media markets (for advertising/promotion, reputation, image, etc.)
- Regulatory certainty
- Liability protections
- Reasonableness of buyer due care obligations
- Availability of environmental insurance
- Sustainability & sustainable development goals
- Existing site improvements
- Preservation of GF space
- Speed to start of production/commercial operations

However, more could be done to find out and understand the specifics of what motivated these buyers, and the degree to which each if any of the above or other factors gave a brownfield the competitive advantage over a greenfield alternative, to inform the marketing of brownfields, shaping public policies and regulations and implementation of brownfield cleanup and redevelopment programs. This proposal outlines the generation of such information.

RACER will secure objective, quantitative evidence of the underlying reasons why the buyers of a brownfield vs. a greenfield selected the brownfield, by using a combination of the following three data gathering techniques:

- Survey questionnaire
- In-depth, one-on-one interviews
- Focus groups

The following kinds of buyers, within the past 5 years and throughout the US, will be included:

- Buyers of RACER Trust brownfield properties
- Buyers of non-RACER Trust brownfield properties
- Buyers of greenfield properties who considered brownfields (both RACER and non-RACER) among their alternatives

The work product deliverable will be a report summarizing methods, data, findings, conclusions and recommendations within 12 weeks of project commencement.

Sierra Club v. EPA 18cv3472 NDCA Tier 3/4 ED_002061_00086861-00002

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 5/18/2017 1:46:49 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: next steps
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[47].png

Hi Byron, Wanted to follow up on our meeting. Would you have a few minutes that we could schedule a call? Are you still our lead on our work? I know Susan is coming over to the Agency as well.
Thanks,
Denise
Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:35F20F73-89A4-4006-95F6-B51AE398D2F5]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

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Message

From: Laws, Elliott [ELaws@crowell.com]
Sent: 4/27/2017 10:51:42 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: Superfund Administrative Reforms

Great see you then

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com>
Direct: [redacted] Ex. 6
Fax: 1.202.322.9511<tel:1.202.322.9511>

Crowell & Moring LLP |www.crowell.com<http://www.crowell.com/>
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Washington, DC 20004<x-apple-data-detectors://2>

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On Apr 27, 2017, at 3:50 PM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:

Let's do Tuesday at noon. I am in the EPA North building, so just send me an email or call (564-1456) when you arrive at security desk and I will come down. Thanks. - Byron

-----Original Message-----
From: Laws, Elliott [mailto:ELaws@crowell.com]
Sent: Thursday, April 27, 2017 1:40 PM
To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
Subject: Re: Superfund Administrative Reforms

Hi Byron - Tuesday at Noon or Monday at 4:30 work for me.

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com><mailto:elaws@crowell.com>
Direct: [redacted] Ex. 6
Fax: 1.202.322.9511<tel:1.202.322.9511>

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On Apr 27, 2017, at 12:37 PM, Brown, Byron
<brown.byron@epa.gov<mailto:brown.byron@epa.gov><mailto:brown.byron@epa.gov>> wrote:

Hi Elliott -- looks like Monday at 4:30 pm, and Tuesday at 12 noon and 2 pm would be best. On our side just thinking it would be myself, Ryan Jackson, and a couple other of the new political folks who will be working on Superfund issues.

-----Original Message-----
From: Brown, Byron
Sent: Thursday, April 27, 2017 1:07 PM
To: 'Laws, Elliott' <ELaws@crowell.com<mailto:ELaws@crowell.com><mailto:ELaws@crowell.com>>
Subject: RE: Superfund Administrative Reforms

Both of those days should work. Let me get you some times.

-----Original Message-----
From: Laws, Elliott [mailto:ELaws@crowell.com]
Sent: Thursday, April 27, 2017 10:59 AM

To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov><mailto:brown.byron@epa.gov>>
Subject: Re: Superfund Administrative Reforms

Hi Byron. It turns out I'll be back in DC this coming Monday and Tuesday. Let me know if you want to try and schedule something for then.

Elliott

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com><mailto:elaws@crowell.com><mailto:elaws@crowell.com>
Direct: Ex. 6
Fax: 1.202.322.9511<tel:1.202.322.9511>

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On Apr 26, 2017, at 9:06 AM, Laws, Elliott <ELaws@crowell.com<mailto:ELaws@crowell.com><mailto:ELaws@crowell.com><mailto:ELaws@crowell.com>> wrote:

Hi Byron. Very nice to hear from you. I was going to reach out to you after the fire hose drinking and died down some!
I'd be happy to come by, however, I won't be back in DC until May 10th -so after that will work.

Elliott

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com><mailto:elaws@crowell.com><mailto:elaws@crowell.com>
Direct: Ex. 6
Fax: 1.202.322.9511<tel:1.202.322.9511>

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On Apr 26, 2017, at 8:59 AM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov><mailto:brown.byron@epa.gov><mailto:brown.byron@epa.gov>> wrote:

Hi Elliott - hope you are doing well. I wanted to see if you had time in the next week or so to come over to EPA and discuss some of the Superfund administrative reforms with the new EPA policy staff? - Byron

Byron R. Brown
Deputy Chief of Staff for Policy
Office of the Administrator
U.S. Environmental Protection Agency

Message

From: Mary Jo Tomalewski [mjtomalewski@croplifeamerica.org]
Sent: 4/17/2017 2:16:25 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: Request for Conference Call with Jay Vroom
Attachments: removed.txt

Great--what's the best number to reach you?

Sent from my iPhone

On Apr 17, 2017, at 10:15 AM, Brown, Byron <brown.byron@epa.gov> wrote:

> My scheduler has been out so this did not get scheduled. I have time until 12:30 today.
>
> **From:** Mary Jo Tomalewski [mailto:mjtomalewski@croplifeamerica.org]
> **Sent:** Wednesday, April 12, 2017 4:00 PM
> **To:** Brown, Byron <brown.byron@epa.gov>
> **Subject:** Request for Conference Call with Jay Vroom
>
> Hello, Byron,
>
> Jay asked me to reach out to you to set up a call to talk on Monday, April 17. Do you have some time to talk to catch up, for 15 or 20 minutes? He has a meeting from 2-3p; otherwise, he's wide open.
>
> Thanks,
> MJ

Mary Jo Tomalewski
Executive Assistant to the President & CEO
CropLife America
1156 15th Street, NW
Suite 400
Washington, DC 20005
Direct Dial Ex. 6
Main Switchboard (202) 296-1585
Mobile Ex. 6
Fax (202) 466-5832
Email mjtomalewski@croplifeamerica.org
Web www.croplifeamerica.org

<image001.jpg> ***How can I serve you today?***

Future Meetings
2017 Spring Regulator Conference – April 6-7, Arlington, VA
2017 Annual Meeting – September 22-27, Dana Point, CA
2018 Winter Board of Directors Meeting – March 5-7, Washington, DC
2018 Annual Meeting – September 21-26, The Ritz-Carlton Amelia Island

********** ATTACHMENT REMOVED **********

This message contained an attachment which the administrator has caused to be removed.

********** ATTACHMENT REMOVED **********

Attachment name: [image001.jpg]
Attachment type: [image/jpeg]

Message

From: Krenik, Edward [edward.krenik@bracewell.com]
Sent: 4/27/2017 2:25:47 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Lee, John [john.lee@bracewell.com]
Subject: RE: WINN Act and Coal Ash
Attachments: ATT00001.txt

Thanks Byron. Tuesday morning at either 10 or 10:30 works for us. I am fine with the program folks but it is entirely up to you. We are fine also just touching base with you. It will be Lisa Luftig from Southern and myself. There may be one other person from Southern. Let me know the best entrance to come to at EPA.

Best,

Ed

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: +[Ex. 6] F: +1.800.404.3970

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From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Wednesday, April 26, 2017 5:58 PM
To: Krenik, Edward
Cc: Lee, John
Subject: RE: WINN Act and Coal Ash

Hi Ed – Yes, I am aware of meeting and will try to attend. USWAG and some others came in to meet with me and Barnes a couple of weeks ago and we gave them an update on implementation activities. Happy to meet with you next week, probably Tuesday or Thursday best for me. Let me know if it would be helpful to have program staff participate. – Byron

From: Krenik, Edward [mailto:edward.krenik@bracewell.com]
Sent: Wednesday, April 26, 2017 4:14 PM
To: Brown, Byron <brown.byron@epa.gov>

Cc: Lee, John <john.lee@bracewell.com>
Subject: WINN Act and Coal Ash

Hi Byron,

Hope things are well. I enjoyed my days at EPA during Bush 2. Say hey to Ryan, Mandy and the folks. I am sure you have your hands full.

I'm writing about an issue that you worked on back at EPW, specifically the state programs for control of coal combustion residuals you shepherded in the WIIN Act. I am working with a few folks who supported what you did in WINN including Southern Company. We were hoping to come in sometime next week to discuss the implementation of the provision in WINN and the appropriations issue.

Additionally, we wanted to alert you to an upcoming USWAG meeting on May 4th from 3-4PM. I was wondering if you or someone from the Office of Policy plans to attend, as USWAG met with OLEM 6 months ago and nothing has progressed.

Look forward to catching up and seeing you,

Ed

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: +Ex. 6 | F: +1.800.404.3970

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Message

From: Keeler, Timothy [TKeeler@mayerbrown.com]
Sent: 1/30/2018 11:09:02 PM
To: Patrick, Roger W. [RPatrick@mayerbrown.com]; Johnson, Barnes [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c39e9338cbf04dc3b4b29f78e5213303-Johnson, Barnes]
CC: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Chris.Marohl@mail.house.gov
Subject: RE: Sabin Metal
Attachments: sabin metal to epa 12-22-17.pdf

Hi all – Happy Belated New Year. Just wanted to see if you could give us any reaction to this. Best regards, Tim.

Timothy J. Keeler, Mayer Brown LLP
Ex. 6

From: Patrick, Roger W.
Sent: Friday, December 22, 2017 4:25 PM
To: johnson.barnes@epa.gov
Cc: brown.byron@epa.gov; Chris.Marohl@mail.house.gov; Keeler, Timothy
Subject: Sabin Metal

Barnes –

The Sabin Metal team wanted to get back to you about your suggestions at last week's meeting. Attached please find a letter briefly setting out Sabin Metal's understanding of the potential path forward. We look forward to continuing the dialogue.

Roger

Roger W. Patrick
Mayer Brown LLP
Tel: Ex. 6
1999 K Street, N.W.
Washington, DC 20006

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Main Tel +1 Ex. 6
Main Fax +1 202 263 3300
www.mayerbrown.com

Roger W. Patrick
Direct Tel +1 Ex. 6
Direct Fax +1 202 263 5343
rpatrick@mayerbrown.com

December 22, 2017

VIA E-MAIL

Barnes Johnson, Director
Office of Resource Conservation
and Recovery
Office of Land and Emergency Management
US Environmental Protection Agency Headquarters
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N.W.
Mail Code: 5301P
Washington, DC 20460

Re: Importation of Spent Precious Metal Material

Dear Mr. Johnson:

Thank you again for meeting with Sabin Metal Corporation about potential ways of reducing the barriers to importation of precious metal bearing catalysts for reclamation at its state-of-the-art facility in North Dakota.

Based on our discussion, the "transfer-based exclusion" (as described in the 2008 "definition of solid waste" rule, 73 Fed. Reg. 64,668 (Oct. 30, 2008)) appears to be a promising option for facilitating the importation of precious metal bearing material by exempting it from the definition of "solid waste" (and therefore from the definition of "hazardous waste"). Sabin Metal's understanding of the conditions for use of that exclusion is as follows:

- The "transfer-based exclusion" would need to be reinstated following resolution of all issues in *API v. EPA*, No. 09-1038 (D.C. Cir. panel decision July 7, 2017). Depending on the how the court shapes the final remedy in that case, the transfer-based exclusion may or may not include K171 and K172 wastes (which typically do not contain precious metals), but even if those materials are deemed to be ineligible for the reinstated exclusion, it still would cover other spent catalysts.

- All requirements set out in the 2009 version of 40 C.F.R. § 261.4(a)(24) would need to be satisfied, including maintenance of necessary financial assurance for the reclamation facility.

- The importer of record could satisfy the generator responsibilities under the exclusion and could be an affiliate of, agent of, or otherwise related to the reclaimer.

Mayer Brown LLP operates in combination with other Mayer Brown entities (the "Mayer Brown Practices"), which have offices in North America, Europe and Asia and are associated with Tauil & Chequer Advogados, a Brazilian law partnership.

- The transfer-based exclusion would need to be recognized by an authorized state where a reclamation facility is located, such as North Dakota.

Under those circumstances, spent precious metal bearing catalysts would not be considered hazardous waste under U.S. law and could be shipped to a reclaimer without using a hazardous waste manifest. Furthermore, EPA would be expected to take the position that any such spent precious metal bearing catalysts imported into the United States were not hazardous wastes such that there would be no U.S.-related impediment to an exporting country releasing such materials pursuant to the Basel Convention when the exporting country also does not classify them as hazardous waste.

Sabin Metal would very much appreciate receiving confirmation from your office that its understanding of the transfer-based exclusion in the import context is correct.

Very truly yours,

Roger W. Patrick
Counsel for Sabin Metal

Message

From: Keeler, Timothy [TKeeler@mayerbrown.com]
Sent: 11/27/2017 11:52:03 PM
To: Keeler, Timothy [TKeeler@mayerbrown.com]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Payne, Warren S. [WPayne@mayerbrown.com]
Subject: Re: RCRA issue

Byron - I hope you had a Happy Thanksgiving. Just wanted to check in on this issue and see if you all could meet sometime in the next few weeks? Thanks, Tim.

Sent from my iPhone

On Nov 15, 2017, at 2:13 PM, Keeler, Timothy <TKeeler@mayerbrown.com> wrote:

> Hi Byron, I hope you are well. We would really like to bring Sabin Metals in to meet with you and your staff on this issue. Do you have any availability the 27th or 28th?
>
> Thank you, Tim
>
> Timothy J. Keeler, Mayer Brown LLP
> p(Ex. 6), c(Ex. 6)
>
> ---
>
> **From:** Keeler, Timothy
> **Sent:** Wednesday, November 08, 2017 4:07 PM
> **To:** Payne, Warren S.; Brown, Byron
> **Cc:** Keeler, Timothy
> **Subject:** RE: RCRA issue
>
> Byron – thanks again for the call. Attached are (1) the letter from Members of Congress to State and EPA; (2) a one-pager that details the regulatory fix; and (3) the initial response the Members received from the State Department.
>
> We would very much appreciate the opportunity to have a meeting with you and your team on this. Please let us know.
>
> Thank you, Tim
>
> Timothy J. Keeler, Mayer Brown LLP
> Ex. 6
>
> ---
>
> **From:** Payne, Warren S.
> **Sent:** Wednesday, November 08, 2017 3:45 PM
> **To:** Brown, Byron; Keeler, Timothy
> **Subject:** Re: RCRA issue
>
> Byron
>
> Thank you very much for the call. We will follow up with paper.

Warren

Sent from my iPhone

On Nov 8, 2017, at 3:43 PM, Brown, Byron <brown.byron@epa.gov> wrote:

> Warren – feel free to send me an email with the letter you referenced. Thanks.
>
> Byron R. Brown
> Deputy Chief of Staff for Policy
> Office of the Administrator
> U.S. Environmental Protection Agency

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Message

From: Don Parrish [donp@fb.org]
Sent: 9/28/2017 2:22:48 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Meeting Request

Byron

I have a group of farmers from Illinois that are having significant problems with Region 5 and the Rock Island District of the Corps on WOTUS issues. Would you have time next Thursday Oct 5th to hear about the problems? We are meeting with Doug Lamont at 10:00.

Don R Parrish
American Farm Bureau Federation®
Ex. 6
donp@fb.org

Message

From: Laws, Elliott [ELaws@crowell.com]
Sent: 1/30/2018 4:28:33 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]

Hi Byron – I was wondering if you had time for a quick call for me to get your advice on an issue. I'm in the office but probably best to call my cell in case I'm away from my desk. Ex. 6

Thnx,

Elliott

Elliott P. Laws
elaws@crowell.com
Direct Ex. 6 Fax: 1.202.322.9511

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Message

From: Laws, Elliott [ELaws@crowell.com]
Sent: 5/4/2017 3:48:12 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: RE: Superfund Administrative Reforms

Byron could you have your assistant send me the email addresses for David and Ken so I can start sending the information we discussed?
Also I was doing some more thinking and we could provide some insights on why RACER Trust purchasers decided to go with our environmentally impaired property as opposed to a greenfield location. I believe much of it will have to do with location, but that doesn't cover all the sales, and I think it might be helpful for the Agency to have that type of data as it decides what it can do on the marketing analysis side of the ledger.

Thnx,

Elliott

Elliott P. Laws
1.[redacted] Ex. 6
Crowell & Moring LLP | www.crowell.com
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From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Tuesday, May 2, 2017 6:05 PM
To: Laws, Elliott
Subject: RE: Superfund Administrative Reforms

Thanks. I will look into the financial assurance meeting request.

From: Laws, Elliott [mailto:ELaws@crowell.com]
Sent: Tuesday, May 2, 2017 3:16 PM
To: Brown, Byron <brown.byron@epa.gov>
Subject: RE: Superfund Administrative Reforms

Hi Byron. Thnx for the opportunity to provide some thoughts to you and David, Ken and Barry. I will get the follow up material to you this week. Please feel free to follow up if you have any additional questions.

On a different topic, Bob Meyers has a request in for a meeting with Ryan Jackson and/or Samantha Dravis for Bill Cobb and Sheila Deely of Freeport-McMoRan Copper and Gold for tomorrow or Thursday morning. This is a follow up to the meeting NMA CEOs had with Admin. Pruitt last week to discuss the proposed CERCLA Financial Assurance Rule for the Hardrock Mining Industry. Freeport President and COO Red Conger participated in that meeting. The Administrator directed them to follow up with Ryan and Samantha.

Any assistance you can provide would be greatly appreciated.

Thnx again!

Elliott

Elliott P. Laws
1.2 Ex. 6
Crowell & Moring LLP | www.crowell.com
1001 Pennsylvania Avenue NW
Washington, DC 20004

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From: Laws, Elliott
Sent: Tuesday, May 2, 2017 11:51 AM
To: Brown, Byron
Subject: Re: Superfund Administrative Reforms

Hi Byron I'm in the lobby
Elliott

Elliott P. Laws
elaws@crowell.com
Direct: Ex. 6
Fax: 1.202.322.9511

Crowell & Moring LLP |www.crowell.com
1001 Pennsylvania Avenue NW
Washington, DC 20004

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On Apr 27, 2017, at 4:50 PM, Brown, Byron <brown.byron@epa.gov> wrote:

> Let's do Tuesday at noon. I am in the EPA North building, so just send me an email or call (564-1456) when you arrive at security desk and I will come down. Thanks. - Byron
>
> -----Original Message-----
> From: Laws, Elliott [mailto:ELaws@crowell.com]
> Sent: Thursday, April 27, 2017 1:40 PM
> To: Brown, Byron <brown.byron@epa.gov>
> Subject: Re: Superfund Administrative Reforms
>
> Hi Byron - Tuesday at Noon or Monday at 4:30 work for me.

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com>
Direct: Ex. 6
Fax: 1.202.322.9511<tel:1.202.322.9511>

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On Apr 27, 2017, at 12:37 PM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:

Hi Elliott -- looks like Monday at 4:30 pm, and Tuesday at 12 noon and 2 pm would be best. On our side just thinking it would be myself, Ryan Jackson, and a couple other of the new political folks who will be working on Superfund issues.

-----Original Message-----
From: Brown, Byron
Sent: Thursday, April 27, 2017 1:07 PM
To: 'Laws, Elliott' <ELaws@crowell.com<mailto:ELaws@crowell.com>>
Subject: RE: Superfund Administrative Reforms

Both of those days should work. Let me get you some times.

-----Original Message-----
From: Laws, Elliott [mailto:ELaws@crowell.com]
Sent: Thursday, April 27, 2017 10:59 AM
To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
Subject: Re: Superfund Administrative Reforms

Hi Byron. It turns out I'll be back in DC this coming Monday and Tuesday. Let me know if you want to try and schedule something for then.

Elliott

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com><mailto:elaws@crowell.com>
Direct: Ex. 6
Fax: 1.202.322.9511<tel:1.202.322.9511>

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On Apr 26, 2017, at 9:06 AM, Laws, Elliott <ELaws@crowell.com<mailto:ELaws@crowell.com><mailto:ELaws@crowell.com>> wrote:

Hi Byron. Very nice to hear from you. I was going to reach out to you after the fire hose drinking and died down some!
I'd be happy to come by, however, I won't be back in DC until May 10th -so after that will work.

Elliott

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com><mailto:elaws@crowell.com>
Direct: Ex. 6
Fax: 1.202.322.9511<tel:1.202.322.9511>

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On Apr 26, 2017, at 8:59 AM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov><mailto:brown.byron@epa.gov>> wrote:

Hi Elliott - hope you are doing well. I wanted to see if you had time in the next week or so to come over to EPA and discuss some of the Superfund administrative reforms with the new EPA policy staff? - Byron

Byron R. Brown
Deputy Chief of Staff for Policy
Office of the Administrator
U.S. Environmental Protection Agency

Message

From: Laws, Elliott [ELaws@crowell.com]
Sent: 4/27/2017 2:58:49 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: Superfund Administrative Reforms

Hi Byron. It turns out I'll be back in DC this coming Monday and Tuesday. Let me know if you want to try and schedule something for then.

Elliott

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com>
Direct: 1.2 Ex. 6
Fax: 1.202.322.9511<tel:1.202.322.9511>

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On Apr 26, 2017, at 9:06 AM, Laws, Elliott <ELaws@crowell.com<mailto:ELaws@crowell.com>> wrote:

Hi Byron. Very nice to hear from you. I was going to reach out to you after the fire hose drinking and died down some!
I'd be happy to come by, however, I won't be back in DC until May 10th -so after that will work.

Elliott

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com>
Direct: Ex. 6
Fax: 1.202.322.9511<tel:1.202.322.9511>

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On Apr 26, 2017, at 8:59 AM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:

Hi Elliott – hope you are doing well. I wanted to see if you had time in the next week or so to come over to EPA and discuss some of the Superfund administrative reforms with the new EPA policy staff? -
Byron

Byron R. Brown
Deputy Chief of Staff for Policy
Office of the Administrator
U.S. Environmental Protection Agency

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 6/1/2017 7:25:09 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: next steps-just resending in case

Importance: High

Thanks Byron for your question. The reason for the request for a call was to ensure we knew who we should be working with you or Sarah or both. And yes to discuss next steps with you all.

Getting support and cooperation from regional EPA is meeting with you all and the career staff that is great.

With all the moving parts at EPA we just want to be communicating effectively and also not bothering the wrong folks as you all are so busy. Thank you also for following up.

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com
T 202.844.3804 | M Ex. 6 | F 202.347.1819

my bio <http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm <http://www.michaelbeststrategies.com/> | vCard <http://www.michaelbest.com/People/Denise-Bode.vcf>

On 5/26/17, 11:44 AM, "Brown, Byron" <brown.byron@epa.gov> wrote:

>Hi Denise -- are looking to have the political/policy staff coordinate a
>meeting between your group and the career program office, or are you
>looking just for a meeting with Sarah and me without the office of water
>staff?
>
>
>
>-----Original Message-----
>From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
>Sent: Monday, May 22, 2017 1:06 PM
>To: Brown, Byron <brown.byron@epa.gov>
>Subject: Re: next steps
>
>Yes, thank you. Could you also share Sarah's contact info?
>D
>
>
>
>Denise A. Bode
>Partner
>E
>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
>T 202.844.3804<tel:202.844.3804> | M Ex. 6
>| F 202.347.1819<tel:202.347.1819>
>
>[cid:image001.png@01D29BEB.5B4E8CA0]
>
>my bio<http://www.michaelbeststrategies.com/Denise-Bode> | our
>firm<http://www.michaelbeststrategies.com/> |
>vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>
>
>
>
>
>
>On May 22, 2017, at 12:43 PM, Brown, Byron
><brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:
>

>Hi Denise -- is this about Newtrient? I can circle back with Sarah
>Greenwalt on times, but I won't be available for a call until later this
>week after the budget release tomorrow.
>
>-----Original Message-----
>From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
>Sent: Monday, May 22, 2017 11:38 AM
>To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
>Subject: next steps
>Importance: High
>
>Hi Byron, Wanted to follow up on our meeting. Would you have a few
>minutes that we could schedule a call? Are you still our lead on our
>work? I know Susan is coming over to the Agency as well.
>Thanks,
>Denise
>Denise A. Bode
>Partner
>E
>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com><
>mailto:dabode@michaelbeststrategies.com>
>T 202.844.3804 | M Ex. 6 | F 202.347.1819
>[cid:35F20F73-89A4-4006-95F6-B51AE398D2F5]
>
>my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> |
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Message

From: Krenik, Edward [edward.krenik@bracewell.com]
Sent: 5/4/2017 1:03:09 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: WINN Act and Coal Ash

We are coming through security now.

Sent from my Verizon, Samsung Galaxy smartphone

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: +1[Ex. 6]F: +1.800.404.3970

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-------- Original message --------
From: "Brown, Byron" <brown.byron@epa.gov>
Date: 5/1/17 7:27 PM (GMT-05:00)
To: "Krenik, Edward" <edward.krenik@bracewell.com>
Subject: RE: WINN Act and Coal Ash

I am in the North building. Send me an email when you get to security.

From: Krenik, Edward [mailto:edward.krenik@bracewell.com]
Sent: Monday, May 1, 2017 6:48 PM
To: Brown, Byron <brown.byron@epa.gov>
Subject: Re: WINN Act and Coal Ash

Can we come see you on Thursday at 915? What entrance should we come to? Should I call someone to get us?

Best,

Ed

Sent from my Verizon, Samsung Galaxy smartphone

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: + Ex. 6 F: +1.800.404.3970

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-------- Original message --------
From: "Brown, Byron" <brown.byron@epa.gov>
Date: 5/1/17 5:37 PM (GMT-05:00)
To: "Krenik, Edward" <edward.krenik@bracewell.com>
Subject: RE: WINN Act and Coal Ash

That would be greatly appreciated. I am available at 9:15 to 9:45 am sometime between 12 noon and 1 pm. Also, I now have a conflict in the afternoon and do not think I will make it to the USWAG meeting.

From: Krenik, Edward [mailto:edward.krenik@bracewell.com]
Sent: Monday, May 1, 2017 4:52 PM
To: Brown, Byron <brown.byron@epa.gov>
Subject: Re: WINN Act and Coal Ash

Hey Byron,

Will tomorrow still work? We can push to Thursday if that's better.

Thanks again,

Ed

Sent from my Verizon, Samsung Galaxy smartphone

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: +Ex. 6 | F: +1.800.404.3970

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2001 M Street NW, Suite 900 | Washington, D.C. | 20036-3310
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-------- Original message --------
From: "Krenik, Edward" <edward.krenik@bracewell.com>
Date: 4/28/17 2:37 PM (GMT-05:00)
To: "Brown, Byron" <brown.byron@epa.gov>
Subject: RE: WINN Act and Coal Ash

Checking back to see if Tuesday still work for you.

Have a great weekend.

Ed

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: +Ex. 6 | F: +1.800.404.3970

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From: Krenik, Edward
Sent: Thursday, April 27, 2017 10:26 AM
To: 'Brown, Byron'
Cc: Lee, John
Subject: RE: WINN Act and Coal Ash

Thanks Byron. Tuesday morning at either 10 or 10:30 works for us. I am fine with the program folks but it is entirely up to you. We are fine also just touching base with you. It will be Lisa Luftig from Southern and myself. There may be one other person from Southern. Let me know the best entrance to come to at EPA.

Best,

Ed

From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Wednesday, April 26, 2017 5:58 PM
To: Krenik, Edward
Cc: Lee, John
Subject: RE: WINN Act and Coal Ash

Hi Ed – Yes, I am aware of meeting and will try to attend. USWAG and some others came in to meet with me and Barnes a couple of weeks ago and we gave them an update on implementation activities. Happy to meet with you next week, probably Tuesday or Thursday best for me. Let me know if it would be helpful to have program staff participate. – Byron

---

From: Krenik, Edward [mailto:edward.krenik@bracewell.com]
Sent: Wednesday, April 26, 2017 4:14 PM
To: Brown, Byron <brown.byron@epa.gov>
Cc: Lee, John <john.lee@bracewell.com>
Subject: WINN Act and Coal Ash

Hi Byron,

Hope things are well. I enjoyed my days at EPA during Bush 2. Say hey to Ryan, Mandy and the folks. I am sure you have your hands full.

I'm writing about an issue that you worked on back at EPW, specifically the state programs for control of coal combustion residuals you shepherded in the WIIN Act. I am working with a few folks who supported what you did in WINN including Southern Company. We were hoping to come in sometime next week to discuss the implementation of the provision in WINN and the appropriations issue.

Additionally, we wanted to alert you to an upcoming USWAG meeting on May 4th from 3-4PM. I was wondering if you or someone from the Office of Policy plans to attend, as USWAG met with OLEM 6 months ago and nothing has progressed.

Look forward to catching up and seeing you,

Ed

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: Ex. 6 | F: +1.800.404.3970

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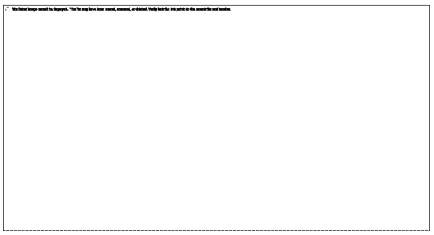

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Message

From: Boxerman, Samuel B. [sboxerman@sidley.com]
Sent: 9/14/2017 4:35:22 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Fotouhi, David [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=febaf0d56aab43f8a9174b18218c1182-Fotouhi, Da]; Johnson, Barnes [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c39e9338cbf04dc3b4b29f78e5213303-Johnson, Barnes]
Subject: RE: Response to CCR Petition

Thank you,

Samuel Boxerman
Sidley Austin LLP
Ex. 6
sboxerman@sidley.com

Sent with BlackBerry Work
(www.blackberry.com)

From: Brown, Byron <brown.byron@epa.gov>
Date: Thursday, Sep 14, 2017, 12:12 PM
To: Boxerman, Samuel B. <sboxerman@sidley.com>
Cc: Fotouhi, David <Fotouhi.David@epa.gov>, Johnson, Barnes <Johnson.Barnes@epa.gov>
Subject: Response to CCR Petition

Sam – attached is EPA's response to your May 31 petition on behalf of AES Puerto Rico LP related to the CCR rule.

Byron R. Brown
Deputy Chief of Staff for Policy
Office of the Administrator
U.S. Environmental Protection Agency

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Message

From: Imeson, Thomas J [tom.imeson@nwnatural.com]
Sent: 6/26/2017 8:04:05 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
CC: Elliott P. Laws (elaws@crowell.com) [elaws@crowell.com]
Subject: NWN ROD Status and Recommendations 6-23-2017.pdf
Attachments: NWN ROD Status and Recommendations 6-23-2017.pdf

Byron and Kel, attached is the paper Northwest Natural has prepared as a follow up to our discussion regarding the Portland Harbor Superfund Site. This provides you with a report on the status of our Gasco remedial design, as well as our recommendations for steps EPA should take to correct errors and ambiguities in the Portland Harbor Record of Decision.

We look forward to further discussions to move forward with the Gasco site.

Thank you again for your attention to the Portland Harbor.

Tom Imeson
Vice President, Public Affairs
Northwest Natural
Ex. 6

Portland Harbor Record of Decision Implementation
NW Natural Status and Recommendations

NW Natural, headquartered in Portland, Oregon, distributes natural gas to over 700,000 homes and businesses in 107 communities in Oregon and Southwest Washington. Environmental stewardship is one of the Company's core values. Between 2001 and 2016, NW Natural and nine other parties completed a Remedial Investigation and Feasibility Study under EPA consent order at the Portland Harbor Superfund Site. In 2005, NW Natural completed an early removal action at its former manufactured gas plant ("Gasco") within the Portland Harbor site under a separate consent order with EPA. In 2009, NW Natural signed a third consent order with EPA for early remedial design work at Gasco. NW Natural completed a draft Engineering Evaluation and Cost Analysis (EE/CA) under the 2009 Consent Order, but in 2012 EPA suspended work on the Gasco project pending completion of the harborwide RI/FS and issuance of a Record of Decision (ROD) for the Portland Harbor site.

Status of Gasco Remedial Design

NW Natural is currently working with Region 10 to develop a "bridge" that will enable us to utilize the millions of dollars of pre-remedial design work performed specifically for the Gasco sediment site under our separate order and move the project into design. In consultation with EPA, we have developed and submitted for approval a schedule by which NW Natural will prepare a number of Basis of Design Technical Evaluation Memoranda supporting site-specific application of the ROD at Gasco, including technology assignment, water quality best management practices during dredging, remediation waste management, and evaluation of habitat and flooding impacts. We expect the Basis of Design memoranda will document EPA's exercise of the site-specific flexibility allowed by the ROD, allowing NW Natural to move into preparation of preliminary and final design reports.

ROD Errata Correction and Clarifications

The ROD contains errors and ambiguities that result in EPA requiring remediation in large areas of the entire Portland Harbor Superfund site that is unrelated to risks identified in the risk assessment. Examples of particular concern to NW Natural include:

1. *Clam consumption risk in the navigation channel:* The ROD requires large areas of petroleum-contaminated sediments within the federally-authorized navigation channel to be remediated. EPA's justification for requiring this cleanup is that people who harvest and consume clams from within the navigation channel might potentially be exposed to unacceptable risk from carcinogenic PAHs.

   The Lower Willamette River at Portland Harbor is characterized by relatively shallow nearshore areas that drop steeply to the authorized navigation channel. Water depths in the navigation channel typically exceed 30 feet. No clam harvesting in the navigation channel was identified during the Remedial Investigation; indeed, shellfish harvesting in water of these depths is impractical, if not physically impossible. During the preparation of the Baseline Human Health Risk Assessment, EPA determined that "an appropriate exposure area should be determined in consideration of water depth (i.e. nearshore areas) and the area over which a sustainable shellfish harvest consistent with the clam consumption is possible"[1] and therefore found no risk to humans from clams harvested in the deep water navigation channel.

   EPA's Responsiveness Summary, however, contradicts its own risk assessment: "EPA ... disagrees that the shellfish consumption pathway is not complete for the navigation channel." On this basis, EPA has identified approximately 25 acres of dredging in the navigation channel, estimated to cost in the tens of millions of dollars.

   EPA's June 6, 2017 Sampling Plan for Pre-Remedial Design appears to recognize this inconsistency between the risk assessment and the ROD. Table 2 of the Sampling Plan states that tissue for baseline and long term remedy

[1] EPA Comments on Comprehensive Round 2 Site Summary and Data Gaps Analysis Report (January 15, 2008), p. 26.

monitoring of clams should be collected at the same nearshore locations sampled in the RI because these clams "provide[] the basis for human health risk-based cPAH cleanup levels."

EPA should issue an errata sheet for the Portland Harbor ROD correcting the misapplication of clam consumption cleanup levels to the navigation channel and update associated cleanup designations.

2. *Direct contact exposure to in-water sediment:* The ROD applies a remedial goal developed for cPAH exposure through upland beach use to large areas of shallow sediments, even though the Baseline Human Health Risk Assessment found no risk in many of these areas because of the much lower frequency of direct contact with sediments that are always under water.[2]

   EPA's errata sheet should clarify that the cPAH beach exposure cleanup level developed in the risk assessment applies in beach areas only, and the cleanup level developed for exposure to in-water sediments applies to sediments that are mostly or always under water.

3. *Benthic risk from petroleum*: The ROD requires cleanup in areas where risk was not identified in the Baseline Ecological Risk Assessment (BERA), which used a multiple lines of evidence approach.[3] These cleanup areas are based on numeric remedial goals, including a PAH screening value unrelated to the EPA approved BERA. EPA's responsiveness summary, however, clarifies that additional lines of evidence (e.g. toxicity testing) may be used to "refine delineation of benthic risk areas in areas that are not driven by risk via another RAO."[4]

   EPA's errata sheet should clarify that EPA will not apply RALs solely to address benthic risk, and that areas identified for cleanup solely due to benthic risk will be delineated using the multiple lines of evidence approach used in EPA's ecological risk assessment.

Updated IRIS Toxicity Values for Benzo(a)pyrene

Within days of EPA's issuance of the Portland Harbor ROD, EPA updated its Integrated Risk Information System (IRIS) human health toxicity values for benzo(a)pyrene (BaP) and associated non-carcinogenic risk and carcinogenic polycyclic aromatic hydrocarbons (cPAH) risk. Using EPA's updated IRIS values (and making no other changes to the risk assessment), cPAH shellfish consumption risks would decrease by approximately an order of magnitude, and the associated cleanup level would increase from 3,950 parts per billion (ppb) to 108,000 ppb. Sediment concentrations at the exposure scales used by EPA to evaluate clam consumption in the risk assessment do not exceed these concentrations in the navigation channel, and so no cPAH cleanup would be necessary under current EPA toxicity values even if clam consumption were a valid exposure scenario for deep water areas of the river.

Similarly, based upon EPA's new IRIS toxicity values, direct contact risks would drop precipitously, and the associated cleanup level developed in the EPA FS for direct contact with beach sediments would increase from 12 ppb to 85 ppb. The cleanup level developed in the EPA FS (but abandoned in the ROD) for direct contact with in-water sediments would increase from 106 ppb to 773 ppb.

EPA should make these simple mathematical calculations to update cPAH cleanup levels in the ROD. EPA should not rigidly require cleanups based on outdated toxicology information simply because a ROD that was 16 years in the making beat the finalization of updated toxicity values out the door by less than a month.

---

[2] ROD, Table 17; *cf.* Draft Final Feasibility Study Table, 2.2-1a (RAO 1 cPAH PRGs of 12 µg/kg for beach exposures and 106 µg/kg for in-water sediment exposures).

[3] *See, e.g.,* Portland Harbor RI Appendix G, p. 774 ("[u]nacceptable risks to benthic invertebrates are located in approximately 4-8 percent of the Site,"); *cf.* ROD, Appendix IV, Table 4.2-7 (1289 acres of benthic risk within the 2190 acre Portland Harbor Site, or approximately 59% of the Site).

[4] ROD, *Responsiveness Summary*, p. 2-218.

Message

From: Livingston, Robert [rlivingston@livingstongroupdc.com]
Sent: 6/26/2017 5:53:28 PM
To: Falvo, Nicholas [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=424ac90ea7d8494a93209d14d37f2946-Falvo, Nich]; Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]; Davis, Patrick [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=7fca02d1ec544fbbbd6fb2e7674e06b2-Davis, Patr]
CC: Strayer, Marjorie [mstrayer@livingstongroupdc.com]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: RE: Verizon / Hicksvill, NY
Attachments: Albert Kelly - EPA.PDF

Gentlemen;

Attached is my updated letter reflecting most recent developments.

Many thanks.

Bob

From: Livingston, Robert [mailto:rlivingston@livingstongroupdc.com]
Sent: Wednesday, June 21, 2017 11:16 AM
To: brown.byron@epa.gov; falvo.nicholas@epa.gov
Cc: Strayer, Marjorie; Bob Livingston
Subject: Verizon / Hicksvill, NY

Hon. Albert Kelly
Senior Advisor to the Administrator
Environmental Protection Agency

Dear Kel,

Ex. 7(A)

Thank you again for your time.

Sincerely,

Bob Livingston

Message

From: Don Parrish [donp@fb.org]
Sent: 8/9/2017 5:37:32 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: RE: Meeting Request

Yes - Ex. 6

Don R Parrish
American Farm Bureau Federation®
202-406-3667
donp@fb.org

From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Wednesday, August 09, 2017 1:17 PM
To: Don Parrish
Subject: RE: Meeting Request

OK, I will call you at the number below.

From: Don Parrish [mailto:donp@fb.org]
Sent: Wednesday, August 9, 2017 11:08 AM
To: Brown, Byron <brown.byron@epa.gov>
Subject: RE: Meeting Request

Yes I am available at 2:00 and yes on the issue.

Don R Parrish
American Farm Bureau Federation®
202-406-3667
donp@fb.org

From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Wednesday, August 09, 2017 11:07 AM
To: Don Parrish
Subject: Re: Meeting Request

Hi Don - I am offsite at meetings much of today but will try to call this afternoon around 2 pm. Is this an issue you have raised with Sarah or Lee?

Sent from my iPhone

On Aug 9, 2017, at 10:31 AM, Don Parrish <donp@fb.org> wrote:

> Byron
>
> I have an important water quality standards issue to discuss. Would you have time today to visit?
>
> *Don R Parrish*
> *American Farm Bureau Federation®*
> Ex. 6

donp@fb.org

Message

From: Green, Douglas H. [DHGreen@Venable.com]
Sent: 9/27/2017 8:00:30 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: RE: Meeting Logistics

Thanks Byron. Appreciate it. See you tomorrow.

Doug

Douglas H. Green, Esq. | Venable LLP
Ex. 6 | f 202.344.8300 | m Ex. 6
600 Massachusetts Avenue, NW, Washington, DC 20001

DHGreen@Venable.com | www.Venable.com

From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Wednesday, September 27, 2017 2:46 PM
To: Green, Douglas H. <DHGreen@Venable.com>
Subject: RE: Meeting Logistics

Please just come to the EPA north building. I am working to find a meeting space to accommodate the group.

From: Green, Douglas H. [mailto:DHGreen@Venable.com]
Sent: Wednesday, September 27, 2017 8:34 AM
To: Brown, Byron <brown.byron@epa.gov>
Subject: Meeting Logistics

Hi Byron – following-up on my voice message, I'm just touching base on the logistics for tomorrow's 10 am meeting. We'll have some USWAG members and, as I mentioned, some other folks representing individual utilities. I think we may have about 10 people.

Thanks for letting me know where the meeting will be and I'll coordinate with the people on our end.

And, thank you again for your efforts on this.

Regards, Doug

Douglas H. Green, Esq. | Venable LLP
Ex. 6 | f 202.344.8300 | m Ex. 6
600 Massachusetts Avenue, NW, Washington, DC 20001

DHGreen@Venable.com | www.Venable.com

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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 7/17/2017 6:13:36 PM
To: Morris, Madeline [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f42c86b4a2044779972ac94e098f0304-Morris, Mad]
CC: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Nichols, Alex (53820) [janichols@michaelbeststrategies.com]; Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]
Subject: Request for meeting
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[50].png

Importance: High

Hi Maddy,

The President of Plains, Harry Pefanis said he would stay over on Wednesday night if the Administrator was back on Thursday and could squeeze them in for short meet and greet. Just thought I would ask.

Thanks again,
Denise

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:874FD439-95FA-4D7D-985C-61CF1FE3CB82]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

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Message

From: Keeler, Timothy [TKeeler@mayerbrown.com]
Sent: 12/29/2017 4:54:25 PM
To: Johnson, Barnes [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c39e9338cbf04dc3b4b29f78e5213303-Johnson, Barnes]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: 'Marohl, Chris' [Chris.Marohl@mail.house.gov]; Elliott, Ross [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=33cb08013cc94c21a3e3236dbad4c4a4-REELLIOT]; Picardi, Rick [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=15e2dc5d6f3748f98905c93a1037d158-RPICARDI]
Subject: RE: Thank you

Dear Barnes – thank you and Happy New Year. Please let us know if you have any questions regarding the follow up letter we sent regarding our meeting.

Best regards, Tim

Timothy J. Keeler, Mayer Brown LLP
Ex. 6

From: Johnson, Barnes [mailto:Johnson.Barnes@epa.gov]
Sent: Friday, December 29, 2017 11:41 AM
To: Keeler, Timothy; Brown, Byron
Cc: 'Marohl, Chris'; Elliott, Ross; Picardi, Rick
Subject: RE: Thank you

Dear Tim,

As mentioned briefly in our meeting, please find the attached recent correspondence between EPA and Singapore regarding the import of a particular catalyst that will be handled by the Sabin Metals facility in North Dakota.

Sincerely,

Barnes Johnson
USEPA | Resource Conservation and Recovery | Tel 703-308-8895 | johnson.barnes@epa.gov | @EPAland

---

From: Keeler, Timothy [mailto:TKeeler@mayerbrown.com]
Sent: Tuesday, December 19, 2017 2:13 PM
To: Keeler, Timothy <TKeeler@mayerbrown.com>; Brown, Byron <brown.byron@epa.gov>; Johnson, Barnes <Johnson.Barnes@epa.gov>
Cc: 'Marohl, Chris' <Chris.Marohl@mail.house.gov>
Subject: Thank you

Byron, Barnes – On behalf of Sabin Metal, I just wanted to follow up to say thank you to you and your colleagues for your time last week, and the very thoughtful and creative ideas that you shared. We are doing our due diligence on it, and as I mentioned, will circle back to you as soon as possible.

Best regards, Tim

Timothy J. Keeler, Mayer Brown LLP
Ex. 6

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Message

From: Kelly, Albert [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08576E43795149E5A3F9669726DD044C-KELLY, ALBE]
Sent: 12/11/2017 4:28:54 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Subject: RE: CERCLA

Thanks Byron. I look forward to reconnecting Denise

Albert Kelly
Senior Advisor to the Administrator
1200 Pennsylvania Avenue, NW
Washington, DC 20460
202 306 8830

-----Original Message-----
From: Brown, Byron
Sent: Monday, December 11, 2017 11:27 AM
To: Bode, Denise A (53804) <dabode@michaelbeststrategies.com>
Cc: Kelly, Albert <kelly.albert@epa.gov>
Subject: RE: CERCLA

Copying Kell on this message.

-----Original Message-----
From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
Sent: Monday, December 11, 2017 9:38 AM
To: Brown, Byron <brown.byron@epa.gov>
Subject: Re: CERCLA

I know Kell. Same email style as yours?kelley. Kell@epa? Thanks, D

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804<tel:202.844.3804> | M Ex. 6 | F 202.347.1819<tel:202.347.1819>

[cid:image001.png@01D29BEB.5B4E8CA0]

my bio<http://www.michaelbeststrategies.com/Denise-Bode> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

On Dec 11, 2017, at 9:29 AM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:

I suggest contacting Albert "Kell" Kelly who serves as senior advisor to the Administrator on Superfund matters.

-----Original Message-----
From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
Sent: Friday, December 8, 2017 4:00 PM
To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
Subject: CERCLA
Importance: High

Who is the headquarter's person in charge (or that you would recommend) of the Administrator's Superfund (CERCLA) efforts if we need to meet with someone?

Denise A. Bode
Partner

E
dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com><mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819 [cid:43AD3A5F-6E07-4C2C-B11D-1A9F7A505BAC]

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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
on behalf of Bode, Denise A. (Firm) [dabode@michaelbest.com]
Sent: 7/11/2017 7:46:12 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Greenwalt, Sarah [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=6c13775b8f424e90802669b87b135024-Greenwalt,]
CC: Burton, Tamika [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=207e0f24fd934d6d8a3e4c400a311638-Burton, Tam]; Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]; Alex Nichols [jeffry.anichols@gmail.com]
Subject: Purpose of the meeting requested
Attachments: image001.png

Importance: High

Hi Byron, Just to recap the purpose of the meeting. At the meeting we had in April, you may recall after an explanation of Newtrient's efforts on public-private partnerships, the Administrator asked what role we were asking EPA to play. Steve Rowe explained that EPA could best help foster voluntary public private partnerships in three important ways:

* Support from the administration to the regional offices, asking them to work with the states on these efforts.
* First state efforts to create marketplaces that would like support are Pennsylvania, Vermont, and Wisconsin.
* A point person within EPA that we can work with in setting up marketplaces.

He encouraged us to take next steps with the staff with your assistance. We also discussed in our next meeting that including any key headquarters staff who are familiar with these efforts would be helpful.

When Steve is in town for this meeting we are also including meetings with key committee staff to update them also on our efforts I the state along with the National Milk Producers Federation. We will send the final list of attendees soon.

Let me know if there are additional things we should be prepared to discuss.
Best, Denise

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:image001.png@01D2FA5D.3A0F00D0]

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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 7/17/2017 3:19:21 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: Sydney Hupp

Byron,
Thanks, was able to reach her through your Tamika. So sorry to bother you. Denise

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com
T 202.844.3804 | M Ex. 6 | F 202.347.1819

my bio <http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> |
our firm <http://www.michaelbeststrategies.com/> | vCard
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On 7/17/17, 11:10 AM, "Brown, Byron" <brown.byron@epa.gov> wrote:

>Hi Denise -- Sydney no longer works here. The new scheduler is Maddy
>Morris. Her email is morris.madeline@epa.gov.
>
>
>
>-----Original Message-----
>From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
>Sent: Monday, July 17, 2017 10:48 AM
>To: Brown, Byron <brown.byron@epa.gov>
>Subject: Sydney Hupp
>Importance: High
>
>Hi Byron, I sent the following request to Sydney on Friday morning and
>tried to call her but her number has been disconnected. Do you have her
>number? I think Scott would want to see these folks but I will follow up
>with her!
>
>Hi Sydney,
>
>I hope you're well. I realize this is a very last minute request and we
>greatly appreciate any consideration you can give this. My client, Plains
>All American Pipeline's leadership team is coming to DC next week to meet
>with the leadership of DOT and PHMSA. We wanted to check in and see if
>the Administrator had a few minutes on Wednesday, July 19th to meet with
>Plains executives, Harry Pefanis, President and COO, Willie Chiang, COO -
>US, Dan Nerbonne, Executive Vice President and Dean Gore, Vice President
>of Environmental & Regulatory Compliance. Their meeting with PHMSA is at
>1:30pm so if there is any time around 12:00 or 12:30pm, or later in the
>afternoon at 4:00pm to stop by, please let me know if this would be
>possible. As you may know, Plains All American Pipeline was founded in
>Oklahoma City, OK and headquartered in Houston, TX. They are the largest
>crude oil shipper in North America and a significant presence in the
>midstream industry. They would love to have the opportunity to meet the
>Administrator.
>
>Please let me know if this is possible and we greatly appreciate your
>consideration.
>
>Thanks again,
>Denise
>
>Denise A. Bode
>Partner
>E
>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
>T 202.844.3804 | M Ex. 6 | F 202.347.1819
>[cid:83B753C0-2A8F-4CAD-99F1-178C51723D8A]

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Message

From: Burhop, Anna [anna.burhop@bracewell.com]
Sent: 8/23/2017 9:01:42 PM
To: Burhop, Anna [anna.burhop@bracewell.com]
Subject: Updated Contact Information
Attachments: Anna Burhop.vcf

Anna Burhop
Bracewell LLP
Principal
Ex. 6
Anna.Burhop@bracewell.com
2001 M Street NWSuite 900
Washington DC 20036
www.bracewell.com

Friends,
My updated contact information is attached.
Best,
Anna

ANNA BURHOP
Principal
anna.burhop@policyres.com
T: +1. Ex. 6 | F: +1.800.404.3970

POLICY RESOLUTION GROUP | BRACEWELL LLP
2001 M Street NW, Suite 900 | Washington, D.C. | 20036-3310
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Contact

Full Name: Anna Burhop
Last Name: Burhop
First Name: Anna
Company: Bracewell LLP

Business Address: 2001 M Street NW Suite 900 Washington DC 20036

Business Phone: Ex. 6
Mobile Phone: Ex. 6

Web Page: www.bracewell.com

E-mail: Anna.Burhop@bracewell.com

Message

From: Green, Douglas H. [DHGreen@Venable.com]
Sent: 9/27/2017 6:45:49 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Automatic reply: Meeting Logistics

Thank you for your email. I will be out of the office on business travel from Monday morning, September 25, through Wednesday, September 27. I will be checking messages and will get back to you as soon as possible. Thank you.

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Message

From: Laws, Elliott [ELaws@crowell.com]
Sent: 4/26/2017 1:59:57 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Automatic reply: Superfund Administrative Reforms

I am currently out of the office on work-related travel. I will be checking messages and emails and will get back to you as quickly as possible. Thank you for your patience.
If you need immediate assistance or need to get a message to me quickly, please contact Sharon Johnson-Harrell at SJohnson@crowell.com, Ex. 6

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 7/17/2017 3:09:37 PM
To: Morris, Madeline [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f42c86b4a2044779972ac94e098f0304-Morris, Mad]
CC: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Nichols, Alex (53820) [janichols@michaelbeststrategies.com]; Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]
Subject: Request for meeting
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[50].png

Importance: High

Hi Maddy,

I hope you're well. I realize this is a very last minute request and we greatly appreciate any consideration you can give this. My client, Plains All American Pipeline's leadership team is coming to DC next week to meet with the leadership of DOT and PHMSA. We wanted to check in and see if the Administrator had a few minutes on Wednesday, July 19th to meet with Plains executives, Harry Pefanis, President and COO, Willie Chiang, COO - US, Dan Nerbonne, Executive Vice President and Dean Gore, Vice President of Environmental & Regulatory Compliance. Their meeting with PHMSA is at 1:30pm so if there is any time around 12:00 or 12:30pm, or later in the afternoon at 4:00pm to stop by, please let me know if this would be possible. As you may know, Plains All American Pipeline was founded in Oklahoma City, OK and headquartered in Houston, TX. They are the largest crude oil shipper in North America and a significant presence in the midstream industry. They would love to have the opportunity to meet the Administrator.

If this doesn't work, please keep us in mind for any Houston trips. We would love to have you tour our office or any of our facilities in Oklahoma at Cushing, headquarters in Houston, Texas or other facilities around the country.

Please let me know if this is possible and we greatly appreciate your consideration.

Thanks again,
Denise

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:874FD439-95FA-4D7D-985C-61CFIFE3CB82]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

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==========

Message

From: Imeson, Thomas J [tom.imeson@nwnatural.com]
Sent: 6/23/2017 10:47:40 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Kelly, Albert [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=08576e43795149e5a3f9669726dd044c-Kelly, Albe]
CC: Elliott P. Laws (elaws@crowell.com) [elaws@crowell.com]
Subject: FW: Portland Harbor/Gasco

Byron and Kel,

First, I'd like to thank you again for being so generous with your time at our meeting to discuss the Portland Harbor Superfund Site. We genuinely appreciate your interest in making progress toward cleaning up the harbor and the Gasco sediments site. As we discussed at the meeting, we will provide you with additional information and recommendations for moving forward with Gasco in the next few days.

Another issue we discussed relates to the sampling needed to move forward with Portland Harbor. As you may know, Region 10 recently released its proposed sampling plan. The email below includes our initial comments to the Jim Woolford and Sheryl Bilbrey, including some significant concerns. We hope that the Region will react positively to our comments but it is also possible further involvement from EPA headquarters will be appropriate to resolve issues, so I wanted to keep you informed.

Please feel free to contact me if you have any questions or comments.

Tom Imeson
Vice President, Public Affairs
Northwest Natural
Ex. 6

From: Imeson, Thomas J
Sent: Thursday, June 22, 2017 2:01 PM
To: James Woolford; Sheryl Bilbrey
Subject: Portland Harbor/Gasco

Dear Sheryl and Jim:

As we have previously discussed, NW Natural is moving forward with EPA Region 10 to design a remedy for the Gasco sediments site. EPA has recently approved our schedule for submission of technical basis of design memoranda as well as preliminary and final remedial design documents. With the State of Oregon and the City of Portland, we also submitted, on May 23, a proposal for the collection of initial data to establish harborwide baseline conditions.

Last week, we received EPA's June 6, 2017 "Sampling Plan for Pre-Remedial Design, Baseline and Long-Term Monitoring." We were pleased to see that EPA's Sampling Plan clearly distinguishes data needs associated with sediment management area-specific pre-remedial design from harborwide baseline data collection and that the scope of some elements of EPA's anticipated baseline data collection are generally in line with our vision for the work. Based on our initial review, however, we have some significant concerns with EPA's approach:

- Some of EPA's identified data needs do not appear reasonably related to implementation or performance monitoring of a CERCLA cleanup. For example, anadromous and migratory fish have home ranges too large for their tissue to provide meaningful information about site conditions or the effect of cleanup activities.

• The scope of some of the tasks within the Sampling Plan, especially those related to pre-remedial design, is vast. For example, EPA anticipates that 1080 to 1470 sediment cores will be required just to define sediment management area (SMA) boundaries; this is nearly double the number of cores (860) collected in the RI/FS. As we've discussed, pre-remedial design and design level data collection should be conducted by parties that will perform those remedies, and should be scoped and sequenced on the basis of site-specific conditions.

• Because of the extensive scope of EPA's prescribed pre-design sampling, it seems extremely unlikely that enough responsible party commitment can be obtained in the timeframe specified to fund this work as part of the "initial sampling approach" EPA presents it as. We note that EPA's cover letter states that EPA is "open to discussing" SMA characterization that would be adequate to finalize the allocation short of full design, but we remain concerned that there appears to be a significant difference among the parties' expectations concerning what data is required and when it must be obtained.

• EPA's letter states that it intends sampling to begin before the end of 2017 and that it will therefore initiate a 60 day negotiation period on a draft Consent Order and the Sampling Plan within the next two weeks. This accelerated schedule strongly implies EPA is at least contemplating enforcement action if an agreement is not reached immediately. Even assuming that negotiations at this very complex site could be concluded so quickly, EPA's expectation that the parties will "prepare investigation-specific planning documents including: work, field sampling and analysis plans; standard operating procedures; and quality assurance and health and safety plans to describe the sampling rationale, data quality objectives, sampling procedures, analytical methods, and data analysis approach" for EPA approval prior to commencing sampling makes actual in-water sampling in 2017 highly unlikely.

• EPA's letter requests that the letter recipients begin negotiations toward the Consent Order from a confidential proposal submitted by unidentified parties on June 6. EPA did not provide a copy of this proposal. We were not able to obtain the proposal until June 15, two days into the 14-day window to discuss the Sampling Plan before EPA stated it would initiate the consent order negotiation period. The absence of transparency about what EPA is or may be negotiating with other parties, coupled with the brief window EPA has allowed for discussion before an apparently formal enforcement process commences, is very difficult to manage.

At EPA's request, we reached out to the other parties we understand have expressed interest in participating in baseline sampling. Although the United States stated an immediate willingness to coordinate with us, the proponents of the other proposal advised us that they had scheduled an exclusive meeting with EPA and were unavailable to meet with us. We are pleased that, after we expressed our concern that EPA initiate negotiations for implementation of the ROD in a fair and transparent manner, EPA cancelled this separate meeting, encouraged those parties to meet with us, and extended its pre-negotiation window by an additional two weeks. We now have a conference call scheduled with the developers of the other plan this afternoon (June 22) and a meeting scheduled among EPA and all interested parties on June 26.

We appreciate and share EPA's commitment to maintaining forward progress on the site. We will keep you updated on our progress, and we hope that you will continue your direct involvement with this project to ensure that the improved working relationship between EPA and the PRPs for which you have been responsible is maintained as we proceed through these negotiations.

Tom Imeson

Vice President, Public Affairs

Northwest Natural

Ex. 6

Sent from my iPhone

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 7/17/2017 2:47:43 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Sydney Hupp
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[44].png

Importance: High

Hi Byron, I sent the following request to Sydney on Friday morning and tried to call her but her number has been disconnected. Do you have her number? I think Scott would want to see these folks but I will follow up with her!

Hi Sydney,

I hope you're well. I realize this is a very last minute request and we greatly appreciate any consideration you can give this. My client, Plains All American Pipeline's leadership team is coming to DC next week to meet with the leadership of DOT and PHMSA. We wanted to check in and see if the Administrator had a few minutes on Wednesday, July 19th to meet with Plains executives, Harry Pefanis, President and COO, Willie Chiang, COO - US, Dan Nerbonne, Executive Vice President and Dean Gore, Vice President of Environmental & Regulatory Compliance. Their meeting with PHMSA is at 1:30pm so if there is any time around 12:00 or 12:30pm, or later in the afternoon at 4:00pm to stop by, please let me know if this would be possible. As you may know, Plains All American Pipeline was founded in Oklahoma City, OK and headquartered in Houston, TX. They are the largest crude oil shipper in North America and a significant presence in the midstream industry. They would love to have the opportunity to meet the Administrator.

Please let me know if this is possible and we greatly appreciate your consideration.

Thanks again,
Denise

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M [Ex. 6] | F 202.347.1819
[cid:83B753C0-2A8F-4CAD-99F1-178C51723D8A]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

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Message

From: Mary Jo Tomalewski [mjtomalewski@croplifeamerica.org]
Sent: 4/12/2017 8:00:00 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Request for Conference Call with Jay Vroom

Hello, Byron,

Jay asked me to reach out to you to set up a call to talk on Monday, April 17. Do you have some time to talk to catch up, for 15 or 20 minutes? He has a meeting from 2-3p; otherwise, he's wide open.

Thanks,
MJ

Mary Jo Tomalewski
Executive Assistant to the President & CEO
CropLife America
1156 15th Street, NW
Suite 400
Washington, DC 20005
Direct Dial [Ex. 6]
Main Switchboard (202) 296-1585
Mobile [Ex. 6]
Fax (202) 466-5832
Email mjtomalewski@croplifeamerica.org
Web www.croplifeamerica.org

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Future Meetings
2017 Spring Regulator Conference – April 6-7, Arlington, VA
2017 Annual Meeting – September 22-27, Dana Point, CA
2018 Winter Board of Directors Meeting – March 5-7, Washington, DC
2018 Annual Meeting – September 21-26, The Ritz-Carlton Amelia Island

Message

From: Green, Douglas H. [DHGreen@Venable.com]
Sent: 9/27/2017 12:33:36 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Meeting Logistics

Hi Byron – following-up on my voice message, I'm just touching base on the logistics for tomorrow's 10 am meeting. We'll have some USWAG members and, as I mentioned, some other folks representing individual utilities. I think we may have about 10 people.

Thanks for letting me know where the meeting will be and I'll coordinate with the people on our end.

And, thank you again for your efforts on this.

Regards, Doug

Douglas H. Green, Esq. | Venable LLP
Ex. 6 | f 202.344.8300 | m 2 Ex. 6
600 Massachusetts Avenue, NW, Washington, DC 20001

DHGreen@Venable.com | www.Venable.com

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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 12/8/2017 9:00:14 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: CERCLA
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[7].png

Importance: High

Who is the headquarter's person in charge (or that you would recommend) of the Administrator's Superfund (CERCLA) efforts if we need to meet with someone?

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M [Ex. 6] | F 202.347.1819
[cid:43AD3A5F-6E07-4C2C-B11D-1A9F7A505BAC]

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==========

Message

From: Jay Vroom [JVroom@croplifeamerica.org]
Sent: 5/15/2017 1:59:20 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Syngenta visitor?

Hi Byron,

I understand that the Administrator may spend some time later today visiting with Syngenta's global CEO Erik Fyrwald? As you may recall, Syngenta is one of our most active and largest member companies and is well aligned with our approach to the major industry issues. Erik is an accomplished veteran of our industry and I am confident he and the Administrator will hit it off very well. Let me know if there is anything I can assist with as you prep for that meeting.

Jay

Jay Vroom
President & CEO
CropLife America
1156 15th Street, NW
Suite 400
Washington, DC 20005
202 872 3850 (O)
Ex. 6 2 (M)
Vroom@croplifeamerica.org
www.croplifeamerica.org

Message

From: Provost, Megan (J) [MProvost@dow.com]
Sent: 4/12/2017 6:42:26 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: 'Mike Seyfert (mike.seyfert@fmc.com)' [mike.seyfert@fmc.com]
Subject: Touching Base re: Endangered Species Act & Pesticides

Importance: High

Byron-

I wanted to touch base with you on behalf of Adama, Dow AgroSciences, and FMC, to give you a quick heads up that you all will be receiving a letter later this week sharing some concerns with the Environmental Protection Agency's (EPA's) recently finalized Endangered Species Act (ESA) biological evaluations (BEs) for diazinon, chlorpyrifos, and malathion.

On January 18, 2017, the EPA finalized BEs for these three important organophosphate (OP) pesticides. These BEs were conducted (1) as part of an "interim approach" agreed to by EPA and the Services to create a path forward for pesticide registrations under the ESA and (2) in addition to the detailed evaluation of the ecological impact these pesticides have gone through over decades of registration and re-registration already required by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

Unfortunately, these BEs were seriously flawed. For example, with regard to one OP, EPA proposed that over 97% of the 1,835 endangered species and 98% of the 794 critical habitats have a "likely to adversely affect" determination – for a product that has been in use since 1965. In addition, these BEs were rushed through the rulemaking process and demonstrate the unworkability of the "interim approach" being proposed by the agencies. These BEs have now been passed to the Services for use in developing more detailed biological opinions (BiOps).

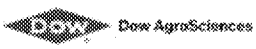
As such, we are asking that the BEs be withdrawn because those work products did not provide a rational basis for further analysis. We're happy to answer any questions you have and to discuss this in further detail.

Thanks,
Megan

Megan J. Provost
U.S. Government Affairs

Dow AgroSciences, LLC
500 North Capitol Street, NW | Suite 200 | Washington, DC 20001
Phone: (202) 429-3434 | Mobile: Ex. 6
Email: mprovost@dow.com | Fax: (866) 264-3820

http://www.dowagro.com | Facebook | Twitter | YouTube



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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 7/31/2017 10:53:12 AM
To: Dominguez, Alexander [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=5ced433b4ef54171864ed98a36cb7a5f-Dominguez,]
CC: Burton, Tamika [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=207e0f24fd934d6d8a3e4c400a311638-Burton, Tam]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]; Nichols, Alex (53820) [janichols@michaelbeststrategies.com]
Subject: Re: Purpose of the meeting requested
Attachments: default.png; default[1].png

Importance: High

Dear Alex,

When we met with the Administrator he directed us to have a follow up meeting with Byron who staffed the meeting. Byron then asked that we meet with Sarah and himself, then it was Sarah. We have been trying to get this followup meeting for two months. Steve is in town for two days and we have a number of meetings on the hill, to brief them on what the dairy industry and Newtrient are doing in the states which we built around this meeting for Steve, which was one of the follow ups suggested after the first meeting with Scott. Sarah met with one of the states, Pennsylvania, so we really would like to follow up with her while Steve is here on the broader effort, or go back to Byron if he is available while Steve is in town.

Can we look at another time over the next two days that either of them can fit us in. Kevin is on jury duty so please let me or Alex Nichols know, who is copied her. Give me a call if you have questions. My mobile is below. Thanks for your consideration.

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com
T 202.844.3804 | M Ex. 6 | F 202.347.1819

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On 7/30/17, 7:06 PM, "Dominguez, Alexander" <dominguez.alexander@epa.gov> wrote:

>Kevin - I just spoke with Sarah and she missed her connecting flight and
>will have to get on the first plane out tomorrow morning. Unfortunately,
>she is not going to be back in time for the meeting. As her policy
>analyst I am more than happy to meet with you and follow up with Sarah in
>the evening. If not, we are going to have to reschedule with a call at a
>future time. Apologies as I know Steve Rowe was most likely traveling in
>for this meeting.
>
>Alex

>
>Alex Dominguez
>Policy Analyst to the Senior Advisors to
>the Administrator for Air and Water
>U.S. Environmental Protection Agency
>
>-----Original Message-----
>From: Swanson, Kevin O (59578)
>[mailto:koswanson@michaelbeststrategies.com]
>Sent: Sunday, July 30, 2017 11:43 AM
>To: Dominguez, Alexander <dominguez.alexander@epa.gov>
>Cc: Bode, Denise A (53804) <dabode@michaelbeststrategies.com>
>Subject: Fwd: Purpose of the meeting requested
>
>
>Alex,
>
>Thanks for your note on Friday. Apologies, I've been out of town. The
>email below provides a good overview of the purpose of our meeting. It is
>with our client Newtrient, LLC. They are working with the full support of
>the dairy industry on an environmental asset marketplace to reduce
>emissions from dairy farms. We met with the Administrator at the end of
>April and Monday's meeting is meant to further discuss the concept and
>further discuss what EPA can do to help support Newtrient's activity. We
>understand that Byron wanted us to meet with Sarah to introduce her to
>Newtrient and their work understanding that she's familiar with parallel
>efforts in PA. Joining the meeting will be my colleague Denise Bode,
>Steve Rowe, CEO of Newtrient and Clay Detlefsen from National Milk. When
>I get home later today I will forward a one pager that we'll be
>presenting at the meeting.
>
>Thanks,
>
>Kevin
>
>Begin forwarded message:
>
>From: "Bode, Denise A. (Firm)"
><dabode@michaelbest.com<mailto:dabode@michaelbest.com>>
>Date: July 11, 2017 at 3:46:12 PM EDT
>To: "brown.byron@epa.gov<mailto:brown.byron@epa.gov>"
><brown.byron@epa.gov<mailto:brown.byron@epa.gov>>,
>"greenwalt.sarah@epa.gov<mailto:greenwalt.sarah@epa.gov>"
><greenwalt.sarah@epa.gov<mailto:greenwalt.sarah@epa.gov>>
>Cc: "burton.tamika@epa.gov<mailto:burton.tamika@epa.gov>"
><burton.tamika@epa.gov<mailto:burton.tamika@epa.gov>>, "Swanson, Kevin O
>(59578)"
><koswanson@michaelbeststrategies.com<mailto:koswanson@michaelbeststrategie
>s.com>>, Alex Nichols
><jeffry.anichols@gmail.com<mailto:jeffry.anichols@gmail.com>>
>Subject: Purpose of the meeting requested
>
>Hi Byron, Just to recap the purpose of the meeting. At the meeting we
>had in April, you may recall after an explanation of Newtrient's efforts
>on public-private partnerships, the Administrator asked what role we were
>asking EPA to play. Steve Rowe explained that EPA could best help foster
>voluntary public private partnerships in three important ways:
>
>   * Support from the administration to the regional offices, asking
>them to work with the states on these efforts.
>   * First state efforts to create marketplaces that would like
>support are Pennsylvania, Vermont, and Wisconsin.
>   * A point person within EPA that we can work with in setting up
>marketplaces.
>
>He encouraged us to take next steps with the staff with your assistance.
>We also discussed in our next meeting that including any key headquarters
>staff who are familiar with these efforts would be helpful.
>
>When Steve is in town for this meeting we are also including meetings
>with key committee staff to update them also on our efforts I the state
>along with the National Milk Producers Federation. We will send the
>final list of attendees soon.
>
>Let me know if there are additional things we should be prepared to
>discuss.
>Best, Denise
>

>
>
>Denise A. Bode
>Partner
>E
>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
>T 202.844.3804 | M Ex. 6 | F 202.347.1819
>[cid:image001.png@01D2FA5D.3A0F00D0]
>
>my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> |
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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 1/25/2018 5:55:22 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]
Subject: Re: Need some direction for meeting with management of RINs policy!

Thank you so much. D

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com
T 202.844.3804 | M Ex. 6 | F 202.347.1819

my bio <http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm <http://www.michaelbeststrategies.com/> | vCard <http://www.michaelbest.com/People/Denise-Bode.vcf>

On 1/25/18, 12:04 PM, "Brown, Byron" <brown.byron@epa.gov> wrote:

>Suggest you reach out to Andrew Sawyers, the director of the Office of
>Wastewater Management. His office is already working with Newtrient on
>the nutrient trading challenge.
>
>-----Original Message-----
>From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
>Sent: Thursday, January 25, 2018 9:51 AM
>To: Brown, Byron <brown.byron@epa.gov>
>Cc: Swanson, Kevin O (59578) <koswanson@michaelbeststrategies.com>
>Subject: Need some direction for meeting with management of RINs policy!
>Importance: High
>
>Byron,
>First, sorry to bother you again for direction. If there is someone else
>who you would like me to ask, please let me know that. And thank you for
>all your previous guidance. We met in November with our client
>Newtrient who you have met with, to discuss some the work they are doing
>to create an economically viable solution to non-point source pollution
>from dairy operations via the creation of water quality trading
>marketplace. They have been making good headway on that front especially
>in Wisconsin and Vermont. One of the core components of Newtrients's
>work, is trying to find enhanced avenues for the deployment of nutrient
>management technologies on dairy farms including digesters.
>
>Newtrient has been following the issue of the electronic pathway for RINs
>also known as ³eRINs² very closely. Newtrient is working on a solution to
>better account for eRINs that may be a way that could help increase the
>economic viability of digester technology on dairy farms. Newtrient would
>be interested in discussing with the right person at EPA who is working
>on that issue for the Administrator. We have inquired of others in EPA
>and haven't been able to find the right people. Would it be possible for
>you to point us in the right direction or connect us? Thank you very much
>for your consideration. We look forward to keeping you updated as
>Newtrient continues to progress with their work.
>
>Again thank you for the guidance in advance. We really appreciate how
>you always send us in the right direction. Best, D
>
>
>Denise A. Bode
>Partner
>E
>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
>T 202.844.3804 | M Ex. 6 | F 202.347.1819
>[cid:B318412D-440B-41BA-ABB0-A0E032596BC3]
>
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system. If you have any questions concerning this message, please
contact the sender.

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Message

From: Green, Douglas H. [DHGreen@Venable.com]
Sent: 10/4/2017 6:38:13 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Would a call at 3 pm or afterwards work? Say 3:30? (Though free after that as well)

Let me know and I'll make myself available.

Douglas H. Green, Esq. | Venable LLP
t [Ex. 6] f 202.344.8300 | m [Ex. 6]
600 Massachusetts Avenue, NW, Washington, DC 20001

DHGreen@Venable.com | www.Venable.com

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Message

From: Lorenzen, Thomas [TLorenzen@crowell.com]
Sent: 3/8/2017 10:08:54 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Congratulations!
Attachments: removed.txt

Byron,

I saw news today that you've returned to EPA. Welcome back. I'm delighted both for you and for the Agency!

I'm right across the street from you. Let me know if you ever have time for lunch or even a quick coffee. Looking forward to working with you in the new gig.

Best,
Tom

Thomas A. Lorenzen

Crowell & Moring LLP
1001 Pennsylvania Avenue NW | Washington, DC 20004-2595
Ex. 6 direct | Ex. 6 mobile
tlorenzen@crowell.com | www.crowell.com
Biography | vCard

********** ATTACHMENT REMOVED **********

This message contained an attachment which the administrator has caused to be removed.

********** ATTACHMENT REMOVED **********

Attachment name: [image001.jpg]
Attachment type: [image/jpeg]

Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 1/25/2018 2:50:49 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]
Subject: Need some direction for meeting with management of RINs policy!
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[40].png

Importance: High

Byron,
First, sorry to bother you again for direction. If there is someone else who you would like me to ask, please let me know that. And thank you for all your previous guidance. We met in November with our client Newtrient who you have met with, to discuss some the work they are doing to create an economically viable solution to non-point source pollution from dairy operations via the creation of water quality trading marketplace. They have been making good headway on that front especially in Wisconsin and Vermont. One of the core components of Newtrients' s work, is trying to find enhanced avenues for the deployment of nutrient management technologies on dairy farms including digesters.

Newtrient has been following the issue of the electronic pathway for RINs also known as "eRINs" very closely. Newtrient is working on a solution to better account for eRINs that may be a way that could help increase the economic viability of digester technology on dairy farms. Newtrient would be interested in discussing with the right person at EPA who is working on that issue for the Administrator. We have inquired of others in EPA and haven't been able to find the right people. Would it be possible for you to point us in the right direction or connect us? Thank you very much for your consideration. We look forward to keeping you updated as Newtrient continues to progress with their work.

Again thank you for the guidance in advance. We really appreciate how you always send us in the right direction. Best, D

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M [Ex. 6] | F 202.347.1819
[cid:B318412D-440B-41BA-ABB0-A0E032596BC3]

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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 10/3/2017 4:47:13 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Ford, Hayley [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=4748a9029cf74453a20ee8ac9527830c-Ford, Hayle]; Dickerson, Aaron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=d0440d9f06994021827e0d0119126799-Dickerson,]
Subject: Re: Admin. new scheduler

Oh thanks, I didn't realize that. Will make sure I don't include you on any of those issues! Best, D
Denise A. Bode
Partner
E dabode@michaelbeststrategies.com
T 202.844.3804 | M Ex. 6 | F 202.347.1819

my bio <http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm <http://www.michaelbeststrategies.com/> | vCard <http://www.michaelbest.com/People/Denise-Bode.vcf>

On 10/3/17, 12:43 PM, "Brown, Byron" <brown.byron@epa.gov> wrote:

>Please contact Aaron and Haley with meeting requests. Please note I am
>recused from oil and gas issues.
>
>-----Original Message-----
>From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
>Sent: Tuesday, October 3, 2017 12:39 PM
>To: Brown, Byron <brown.byron@epa.gov>
>Subject: Admin. new scheduler
>Importance: High
>
>Byron,
>So sorry to bother you, but I understand Maddy is no longer the scheduler
>for the Administrator. Since I didn't get a bounce back on my request
>for a meeting with Harry Pefanis, didn't know until I called and was sent
>to an unknown number. Who should I direct requests to now? Again tried
>everything to get a number before bothering you. So sorry. Best, D
>Denise A. Bode
>Partner
>E
>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
>T 202.844.3804 | M Ex. 6 | F 202.347.1819
>[cid:CEC377D3-D7B9-4724-A39D-EF5UB3D10F23]
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Message

From: Krenik, Edward [edward.krenik@bracewell.com]
Sent: 5/1/2017 11:30:27 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Re: WINN Act and Coal Ash

Will do. Thanks so much.

Sent from my Verizon, Samsung Galaxy smartphone

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: +[Ex. 6] | F: +1.800.404.3970

BRACEWELL LLP
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-------- Original message --------
From: "Brown, Byron" <brown.byron@epa.gov>
Date: 5/1/17 7:27 PM (GMT-05:00)
To: "Krenik, Edward" <edward.krenik@bracewell.com>
Subject: RE: WINN Act and Coal Ash

I am in the North building. Send me an email when you get to security.

From: Krenik, Edward [mailto:edward.krenik@bracewell.com]
Sent: Monday, May 1, 2017 6:48 PM
To: Brown, Byron <brown.byron@epa.gov>
Subject: Re: WINN Act and Coal Ash

Can we come see you on Thursday at 915? What entrance should we come to? Should I call someone to get us?

Best,

Ed

Sent from my Verizon, Samsung Galaxy smartphone

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: +[Ex. 6] F: +1.800.404.3970

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-------- Original message --------
From: "Brown, Byron" <brown.byron@epa.gov>
Date: 5/1/17 5:37 PM (GMT-05:00)
To: "Krenik, Edward" <edward.krenik@bracewell.com>
Subject: RE: WINN Act and Coal Ash

That would be greatly appreciated. I am available at 9:15 to 9:45 am sometime between 12 noon and 1 pm. Also, I now have a conflict in the afternoon and do not think I will make it to the USWAG meeting.

From: Krenik, Edward [mailto:edward.krenik@bracewell.com]
Sent: Monday, May 1, 2017 4:52 PM
To: Brown, Byron <brown.byron@epa.gov>
Subject: Re: WINN Act and Coal Ash

Hey Byron,

Will tomorrow still work? We can push to Thursday if that's better.

Thanks again,

Ed

Sent from my Verizon, Samsung Galaxy smartphone

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: Ex. 6 | F: +1.800.404.3970

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-------- Original message --------
From: "Krenik, Edward" <edward.krenik@bracewell.com>
Date: 4/28/17 2:37 PM (GMT-05:00)
To: "Brown, Byron" <brown.byron@epa.gov>
Subject: RE: WINN Act and Coal Ash

Checking back to see if Tuesday still work for you.

Have a great weekend.

Ed

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: Ex. 6 | F: +1.800.404.3970

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From: Krenik, Edward
Sent: Thursday, April 27, 2017 10:26 AM
To: 'Brown, Byron'
Cc: Lee, John
Subject: RE: WINN Act and Coal Ash

Thanks Byron. Tuesday morning at either 10 or 10:30 works for us. I am fine with the program folks but it is entirely up to you. We are fine also just touching base with you. It will be Lisa Luftig from Southern and myself. There may be one other person from Southern. Let me know the best entrance to come to at EPA.

Best,

Ed

From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Wednesday, April 26, 2017 5:58 PM
To: Krenik, Edward
Cc: Lee, John
Subject: RE: WINN Act and Coal Ash

Hi Ed – Yes, I am aware of meeting and will try to attend. USWAG and some others came in to meet with me and Barnes a couple of weeks ago and we gave them an update on implementation activities. Happy to meet with you next week, probably Tuesday or Thursday best for me. Let me know if it would be helpful to have program staff participate. – Byron

---

From: Krenik, Edward [mailto:edward.krenik@bracewell.com]
Sent: Wednesday, April 26, 2017 4:14 PM
To: Brown, Byron <brown.byron@epa.gov>
Cc: Lee, John <john.lee@bracewell.com>
Subject: WINN Act and Coal Ash

Hi Byron,

Hope things are well. I enjoyed my days at EPA during Bush 2. Say hey to Ryan, Mandy and the folks. I am sure you have your hands full.

I'm writing about an issue that you worked on back at EPW, specifically the state programs for control of coal combustion residuals you shepherded in the WIIN Act. I am working with a few folks who supported what you did in WINN including Southern Company. We were hoping to come in sometime next week to discuss the implementation of the provision in WINN and the appropriations issue.

Additionally, we wanted to alert you to an upcoming USWAG meeting on May 4th from 3-4PM. I was wondering if you or someone from the Office of Policy plans to attend, as USWAG met with OLEM 6 months ago and nothing has progressed.

Look forward to catching up and seeing you,

Ed

EDWARD KRENIK
Partner
edward.krenik@policyres.com
T: +Ex. 6 | F: +1.800.404.3970

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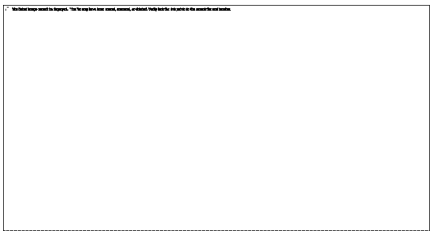

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Message

From: Laws, Elliott [ELaws@crowell.com]
Sent: 6/5/2017 7:19:49 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: RE: Portland Harbor

We'll come over at 10.
It will be me; Cliff Rothenstein; Tom Imeson (NW Natural Gas); Jessica Hamilton and Kristen Leonard (Port of Portland).

Elliott P. Laws
Ex. 6
Crowell & Moring LLP | www.crowell.com
1001 Pennsylvania Avenue NW
Washington, DC 20004

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From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Monday, June 5, 2017 2:44 PM
To: Laws, Elliott
Subject: RE: Portland Harbor

I can do either time.

From: Laws, Elliott [mailto:ELaws@crowell.com]
Sent: Monday, June 5, 2017 2:15 PM
To: Brown, Byron <brown.byron@epa.gov>
Subject: RE: Portland Harbor

Hi Byron. Just confirming this Friday. Are we set for 10:00 or 11:00?

Elliott

Elliott P. Laws
Ex. 6
Crowell & Moring LLP | www.crowell.com
1001 Pennsylvania Avenue NW
Washington, DC 20004

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From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Friday, May 19, 2017 3:52 PM
To: Laws, Elliott
Subject: RE: Portland Harbor

Yes, June 9 works. Should be able to do 10 or 11 am.

From: Laws, Elliott [mailto:ELaws@crowell.com]
Sent: Friday, May 19, 2017 9:30 AM
To: Brown, Byron <brown.byron@epa.gov>
Subject: RE: Portland Harbor

Hi Byron. Just checking if June 9th will work. The Portland area folks are looking to make their flight reservations.

Thnx again,
Elliott

Elliott P. Laws
Ex. 6
Crowell & Moring LLP | www.crowell.com
1001 Pennsylvania Avenue NW
Washington, DC 20004

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From: Laws, Elliott
Sent: Wednesday, May 17, 2017 1:20 PM
To: 'Brown, Byron'
Subject: RE: Portland Harbor

Hi Byron. Yes if its possible we'd like just to meet with you.
If we can get June 9th – we'd request being able to finish by 3:30 so the Port and NW Natural folks can catch the last flight back to Portland.

Thnx,

Elliott

Elliott P. Laws
Ex. 6
Crowell & Moring LLP | www.crowell.com
1001 Pennsylvania Avenue NW
Washington, DC 20004

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From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Tuesday, May 16, 2017 5:56 PM
To: Laws, Elliott
Subject: RE: Portland Harbor

Hi Elliott – yes spoke with Cliff recently. Do you want to meet just with me? Meaning, no OLEM or Region 10?

From: Laws, Elliott [mailto:ELaws@crowell.com]
Sent: Tuesday, May 16, 2017 10:00 AM
To: Brown, Byron <brown.byron@epa.gov>
Subject: Portland Harbor

Hi Byron – I hope this finds you doing well. I believe you spoke briefly with Cliff Rothenstein about Portland Harbor last night. His client (Port of Portland) and mine (Northwest Natural Gas) would like the opportunity to meet with you to discuss their concerns regarding the site as well as their thoughts on how best to move forward. Ideally, they would like to meet Friday, June 9th. But June 6th or 8th that week could work as well. If for any reason you would like to meet earlier – then they could make the trip to Washington sometime during the week of May 29th.

Thnx for your consideration. I look forward to hearing back from you.

Elliott

Elliott P. Laws
elaws@crowell.com
Direct Ex. 6 | Fax: 1.202.322.9511

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1001 Pennsylvania Avenue NW
Washington, DC 20004

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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 10/3/2017 4:39:16 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
Subject: Admin. new scheduler
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[44].png

Importance: High

Byron,
So sorry to bother you, but I understand Maddy is no longer the scheduler for the Administrator. Since I didn't get a bounce back on my request for a meeting with Harry Pefanis, didn't know until I called and was sent to an unknown number. Who should I direct requests to now? Again tried everything to get a number before bothering you. So sorry. Best, D
Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:CEC377D3-D7B9-4724-A39D-EF50B3D10F23]

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Message

From: Cheatham-Strickland, Latonia [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=E0153E074B9640F1B6AA32CFDA4F4BF9-STRICKLAND,]
Sent: 9/11/2017 10:55:22 PM
To: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]; Wagner, Kenneth [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=048236ab99bc4d5ea16c139b1b67719c-Wagner, Ken]
CC: Forsgren, Lee [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=a055d7329d5b470fbaa9920ce1b68a7d-Forsgren, D]; Greenwalt, Sarah [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=6c13775b8f424e90802669b87b135024-Greenwalt,]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Nichols, Alex (53820) [janichols@michaelbeststrategies.com]; Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]; Steven Rowe [steven.rowe@newtrient.com]
Subject: RE: Request for meeting

Denise,

It was great talking to you, I look forward to finalizing a calendar date with your team tomorrow.

Best Regards,

Latonia

Latonia Cheatham Strickland
Special Assistant to the Principal Deputy Associate Administrator
Office of Congressional & Intergovernmental Relations
U.S. Environmental Protection Agency
Office Phone: (202) 564-7930
EPA Cellphone: Ex. 6
Cheatham-strickland.latonia@epa.gov

-----Original Message-----
From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
Sent: Monday, September 11, 2017 6:18 PM
To: Wagner, Kenneth <wagner.kenneth@epa.gov>
Cc: Forsgren, Lee <Forsgren.Lee@epa.gov>; Greenwalt, Sarah <greenwalt.sarah@epa.gov>; Brown, Byron <brown.byron@epa.gov>; Nichols, Alex (53820) <janichols@michaelbeststrategies.com>; Swanson, Kevin O (59578) <koswanson@michaelbeststrategies.com>; Cheatham-Strickland, Latonia <Cheatham-Strickland.Latonia@epa.gov>; Steven Rowe <steven.rowe@newtrient.com>
Subject: Re: Request for meeting

Great news, Ken. We will work on good times for you. Best, D Denise A. Bode Partner E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819 [cid:3CD9E24F-640F-4C16-B7CC-D8729197EF65]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

From: Kenneth Wagner <Wagner.kenneth@Epa.gov<mailto:Wagner.kenneth@Epa.gov>>
Date: Monday, September 11, 2017 at 6:01 PM
To: Denise Bode <dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>>
Cc: "Forsgren, Lee" <Forsgren.Lee@epa.gov<mailto:Forsgren.Lee@epa.gov>>, "Greenwalt, Sarah" <greenwalt.sarah@epa.gov<mailto:greenwalt.sarah@epa.gov>>, Byron Brown <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>, "Nichols, Alex (53820)" <janichols@michaelbeststrategies.com<mailto:janichols@michaelbeststrategies.com>>, "Swanson, Kevin O (59578)" <koswanson@michaelbeststrategies.com<mailto:koswanson@michaelbeststrategies.com>>, "Cheatham-Strickland, Latonia" <Cheatham-Strickland.Latonia@epa.gov<mailto:Cheatham-Strickland.Latonia@epa.gov>>
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Looking forward to catching up.

Ken

Kenneth E. Wagner
Senior Advisor to the Administrator
For Regional & State Affairs
US Environmental Protection Agency
Office: 202-564-1988
Cell: 202-309-2418
wagner.kenneth@epa.gov<mailto:wagner.kenneth@epa.gov>

On Sep 11, 2017, at 10:18 AM, Bode, Denise A (53804)
<dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>> wrote:

Hi Ken, long time since we have chatted in Oklahoma when I served on the Oklahoma Corporation Commission during Governor Keating's term. I am now the co-lead partner for our federal practice at Michael Best Strategies.

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Best, Denise

Denise A. Bode
Partner
E
dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com><mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819 [cid:46846AD3-1102-42E8-AC21-0C4B21FB631C]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 9/11/2017 10:18:28 PM
To: Wagner, Kenneth [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=048236ab99bc4d5ea16c139b1b67719c-Wagner, Ken]
CC: Forsgren, Lee [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=a055d7329d5b470fbaa9920ce1b68a7d-Forsgren, D]; Greenwalt, Sarah [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=6c13775b8f424e90802669b87b135024-Greenwalt,]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Nichols, Alex (53820) [janichols@michaelbeststrategies.com]; Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]; Cheatham-Strickland, Latonia [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=e0153e074b9640f1b6aa32cfda4f4bf9-Strickland,]; Steven Rowe [steven.rowe@newtrient.com]
Subject: Re: Request for meeting
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[59].png

Great news, Ken. We will work on good times for you. Best, D
Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:3CD9E24F-640F-4C16-B7CC-D8729197EF65]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

From: Kenneth Wagner <Wagner.kenneth@Epa.gov<mailto:Wagner.kenneth@Epa.gov>>
Date: Monday, September 11, 2017 at 6:01 PM
To: Denise Bode <dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>>
Cc: "Forsgren, Lee" <Forsgren.Lee@epa.gov<mailto:Forsgren.Lee@epa.gov>>, "Greenwalt, Sarah" <greenwalt.sarah@epa.gov<mailto:greenwalt.sarah@epa.gov>>, Byron Brown <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>, "Nichols, Alex (53820)" <janichols@michaelbeststrategies.com<mailto:janichols@michaelbeststrategies.com>>, "Swanson, Kevin O (59578)" <koswanson@michaelbeststrategies.com<mailto:koswanson@michaelbeststrategies.com>>, "Cheatham-Strickland, Latonia" <Cheatham-Strickland.Latonia@epa.gov<mailto:Cheatham-Strickland.Latonia@epa.gov>>
Subject: Re: Request for meeting

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Kenneth E. Wagner
Senior Advisor to the Administrator
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Cell: Ex. 6
wagner.kenneth@epa.gov<mailto:wagner.kenneth@epa.gov>

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Denise A. Bode
Partner
E
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T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:46846AD3-1102-42E8-ACZI-0C4BZIFB631C]

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Message

From: Wagner, Kenneth [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=048236AB99BC4D5EA16C139B1B67719C-WAGNER, KEN]
Sent: 9/11/2017 10:01:15 PM
To: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
CC: Forsgren, Lee [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=a055d7329d5b470fbaa9920ce1b68a7d-Forsgren, D]; Greenwalt, Sarah [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=6c13775b8f424e90802669b87b135024-Greenwalt,]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Nichols, Alex (53820) [janichols@michaelbeststrategies.com]; Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]; Cheatham-Strickland, Latonia [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=e0153e074b9640f1b6aa32cfda4f4bf9-Strickland,]
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US Environmental Protection Agency
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> Best, Denise

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[cid:46846AD3-1102-42E8-AC21-0C4B21FB631C]

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Message

From: Emmerson, Catherine [cemmerson@sidley.com]
Sent: 3/7/2017 8:08:32 PM
To: Emmerson, Catherine [cemmerson@sidley.com]
CC: catherine@cgastrategies.com
Subject: Going to the Other Side
Attachments: Catherine Emmerson.vcf

No, I am not switching parties to become a Democrat, nor am I going back into government. However, after five great years, today is my last day at Sidley. I am leaving to be a full-time Mom and wife. I also intend to launch a small consulting firm – CGA Strategies LLC – that will allow me to work from home as a part-time lobbyist. I will endeavor to limit myself to only one client and as you might have guessed, from the timber sector. I look forward to continuing to see you in my new capacity. As of tomorrow, I can be reached at catherine@cgastrategies.com and/or Ex. 6 I have attached a vCard with my new contact information for the sake of efficiency.

See you all on the other side!
Catherine

CATHERINE EMMERSON (formerly Catherine Karen)
Counsel
SIDLEY AUSTIN LLP
1501 K Street, NW
Washington, DC 20005
Tel: Ex. 6
Cell: Ex. 6
Fax: 202-736-8711
cemmerson@sidley.com

****
This e-mail is sent by a law firm and may contain information that is privileged or confidential.
If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.
****

Contact

Full Name: Catherine Emmerson
Last Name: Emmerson
First Name: Catherine
Company: CGA Strategies LLC

Business Address: 3618 Prospect Street, NW Washington, DC 20007

Business Phone: Ex. 6

E-mail: catherine@cgastrategies.com

Message

From: Keeler, Timothy [TKeeler@mayerbrown.com]
Sent: 11/8/2017 9:06:32 PM
To: Payne, Warren S. [WPayne@mayerbrown.com]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Keeler, Timothy [TKeeler@mayerbrown.com]
Subject: RE: RCRA issue
Attachments: Congressional letter 0037_001.pdf; White Paper_ Support US Industry by Allowing Metals Recycling (725395740_1).docx; 2017-Oct-11 Basel Convention on Control of Transboundary Hazardous Waste .pdf

Byron – thanks again for the call. Attached are (1) the letter from Members of Congress to State and EPA; (2) a one-pager that details the regulatory fix; and (3) the initial response the Members received from the State Department.

We would very much appreciate the opportunity to have a meeting with you and your team on this. Please let us know.

Thank you, Tim

Timothy J. Keeler, Mayer Brown LLP

Ex. 6

From: Payne, Warren S.
Sent: Wednesday, November 08, 2017 3:45 PM
To: Brown, Byron; Keeler, Timothy
Subject: Re: RCRA issue

Byron

Thank you very much for the call. We will follow up with paper.

Warren

Sent from my iPhone

On Nov 8, 2017, at 3:43 PM, Brown, Byron <brown.byron@epa.gov> wrote:

> Warren – feel free to send me an email with the letter you referenced. Thanks.
>
> Byron R. Brown
> Deputy Chief of Staff for Policy
> Office of the Administrator
> U.S. Environmental Protection Agency

This email and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.

United States Department of State

Washington, D.C. 20520

OCT 11 2017

The Honorable
Kevin Cramer
House of Representatives
Washington, DC 20515

Dear Mr. Cramer:

Thank you for your letter of August 30 to Secretary Tillerson and Administrator Pruitt regarding concerns that the U.S. economy and the environment are damaged because many overseas producers are not permitted to ship petrochemical byproducts to the United States for recycling.

As you noted in your letter, the United States has not ratified the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention), despite obtaining Senate advice and consent to do so in 1992, because we lack the legislative authority to fully implement it. If the United States were to ratify the Basel Convention, imports of hazardous waste, such as the material described in your letter, would be permitted through a relatively straightforward notice and consent process.

Changes to domestic "waste" definitions and regulations alone would be unlikely to comprehensively address the issue you have raised. Parties to the Basel Convention may not export waste to non-Parties, including the United States, if either the exporting Party or the importing non-Party deems the waste hazardous. Absent U.S. ratification of the Basel Convention, it is therefore both the U.S. definition of hazardous waste and the definitions of other countries that determine whether shipments of wastes containing precious metals can be sent to the United States.

We also note that this issue is relevant for a range of wastes that contain valuable, recoverable materials, including the spent catalysts mentioned in your letter. According to the Institute of Scrap Recycling Industries, in 2017, the U.S. scrap recycling industry is worth an estimated $117 billion and employs about 155,000 Americans.

We hope this information is helpful. Please don't hesitate to contact us again if we can be of additional assistance on this or any other matter.

Sincerely,

Charles S. Faulkner

Charles S. Faulkner
Bureau of Legislative Affairs

Congress of the United States
Washington, DC 20515

August 30, 2017

The Honorable Rex Tillerson
Secretary
United States Department of State
2201 C Street, NW
Washington, DC 20520

The Honorable Scott Pruitt
Administrator
Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460

Dear Secretary Tillerson and Administrator Pruitt:

We are writing regarding the negative impact on jobs in North Dakota and other states due to the international ban on shipments to the United States of precious metal found in petrochemical byproducts. We request the Administration work to update the domestic definition of waste to accurately reflect the highly valuable commodity of spent materials containing significant precious metals, which would allow for recycling of these metals in the United States.

The United States has the cleanest, most efficient recycling facilities for the salvage of precious metals from the refining of petrochemical byproducts in the world. However, the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Convention) largely bans their shipment to the United States and a handful of other countries because the United States has not ratified the Convention despite Senate consent to do so in 1992. This has resulted in foreign countries gaining work orders, jobs, and exports at the expense of U.S. industry, which has the most environmentally friendly capabilities in the world for this salvage work. As a result, millions of pounds of platinum and palladium containing spent catalysts cannot be reclaimed in the United States.

Unfortunately, this situation hurts the U.S. economy and the global environment. This Administration can address this problem - and help create close to 100 jobs, some of which would be in North Dakota as well as others throughout the nation. We believe the Environmental Protection Agency (EPA) can update the domestic definition of "waste" to accurately reflect the fact that spent material that contains significant precious metals is a highly valuable commodity and not waste. This would align with the definition contained in the Basel Convention and with the definition in the vast majority of countries around the world thereby allowing the recycling of these byproducts in the United States.

Recognizing the value of these metals is a common-sense change that would permit U.S. leadership in the recovery and conservation of precious metals to be fully realized, while simultaneously guaranteeing the safe disposal of what is truly waste. A valuable spent precious metal material thus could be handled the same as by-products and sludge, which are

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not classified as wastes when sent for reclamation. The EPA has stated elsewhere that when the value of a material is sufficiently high, that will result in protection of the environment due to the incentives for extreme care to be taken in its processing for recovery and refining. This is because the value of precious metal in the wastes provides a strong incentive for proper handling before recycling and during the recycling process.

The United States must be able to compete internationally and precious metal reclamation will help our high tech industries continue to lead the way in development and deployment of new and innovative products. This, combined with the job growth at home, is why it is so important for the EPA to take the steps necessary to allow our industries to compete on a level playing field and recognize the value of these precious metals.

We thank you for your attention to this matter, and urge the Administration to address the issue as soon as possible.

Sincerely,

John Hoeven
United States Senator

Heidi Heitkamp
United States Senator

Kevin Cramer
United States Congressman

Chris Collins
United States Congressman

Lee Zeldin
United States Congressman

Cc:
H.R. McMaster, National Security Advisor
Gary Cohn, National Economic Advisor

Suggested Regulatory Changes to Grow the American Precious Metals Recycling Industry

The United States has the cleanest, most efficient recycling facilities for the salvage of precious metals from the refining of petrochemical products in the world. However, the the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal ("Convention") largely bans their shipment to the U.S. because the U.S. has not ratified the Convention.

This is hurting U.S. businesses, who are losing out to foreign competitors as a result. The situation can be easily addressed by a regulatory change to allow these materials to come to the U.S. – which has the cleanest, most efficient recycling facilities in the world – for processing.

The Resource Conservation and Recovery Act (RCRA) sets forth the framework for the regulation of solid and hazardous wastes. Regulations define "solid wastes,"[1] which are subject to regulation under RCRA. A subset of "solid wastes" meet the definition of "hazardous wastes,"[2] which are subject to further regulation under "Subtitle C" of RCRA.

The regulations also provide exclusions to the definition of "solid waste:"

> *(a) Materials which are not solid wastes.* The following materials are not solid wastes for the purpose of this part:[3]

The regulations provide 27 exclusions from the definition of "solid waste," and, in turn, from the definition of "hazardous waste." The issuance of an additional exclusion would simply and efficiently allow precious metal-bearing wastes to be shipped to the U.S. for processing and recycling. Such an exclusion would also ensure that these wastes are recycled at regulated facilities. The language for such an exclusion could be straightforward and to the point:

> Secondary materials containing economically significant amounts of precious metals that are destined for metal reclamation at facilities that operate according to 40 CFR § 266.70.

There are frequent amendments and additions to the regulatory exclusions to the definition of "solid waste." For example, the most recent additions were made in 2015,[4] a conditional exclusion was added in 2013,[5] and another exclusion was added in 2008.[6]

This would align the U.S. with the definition contained in the Basel Convention and the definition used in the vast majority of countries around the world.

---

[1] 40 C.F.R. § 261.2.
[2] 40 C.F.R. § 261.3.
[3] 40 C.F.R. § 261.4 (a).
[4] Definition of Solid Waste, 80 Fed. Reg. 1693 (Jan. 13, 2015).
[5] Conditional Exclusions from Solid Waste and Hazardous Waste for Solvent-Contaminated Wipes, 78 Fed. Reg. 46447 (July 31, 2013).
[6] Revisions to the Definition of Solid Waste, 73 Fed. Reg. 64667 (Oct. 30, 2008).

Message

From: Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]
Sent: 4/3/2018 4:53:03 PM
To: Gunasekara, Mandy [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=53d1a3caa8bb4ebab8a2d28ca59b6f45-Gunasekara,]; Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]
CC: Schreibel, Thomas B (57936) [tbschreibel@michaelbeststrategies.com]; Burton, Tamika [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=207e0f24fd934d6d8a3e4c400a311638-Burton, Tam]
Subject: RE: Meeting Request: Kohler Company

Hi Mandy and Byron:

I was hoping to follow up on Kohler's request to meet with you or the appropriate person from the Office of Air and Radiation regarding the ozone attainment designation for Wisconsin. Kohler's senior leadership would appreciate the opportunity to meet and discuss the importance of the designation. The best dates of availability for Kohler are April 10th and the 16th.

If there is someone else that you would recommend reaching out to, we would gladly welcome your suggestion.

Thank you for your consideration of this request.

Best regards,

Kevin O. Swanson
Senior Associate
T 202.747.9578 | michaelbeststrategies.com
Michael Best Strategies

From: Swanson, Kevin O (59578)
Sent: Wednesday, March 28, 2018 11:23 AM
To: 'gunasekara.mandy@epa.gov'; 'Byron R. Brown (brown.byron@epa.gov)'
Cc: Schreibel, Thomas B (57936); burton.tamika@epa.gov
Subject: RE: Meeting Request: Kohler Company

Hello Byron and Mandy:

I was hoping to follow up on this request on behalf of the Kohler Company. Is there a chance you and Assistant Administrator Wehrum would be available April 10th or the 16th?

Thank you for your consideration.

Best regards,

Kevin O. Swanson
Senior Associate
T 202.747.9578 | michaelbeststrategies.com
Michael Best Strategies

From: Swanson, Kevin O (59578)
Sent: Thursday, March 15, 2018 4:53 PM
To: 'gunasekara.mandy@epa.gov'; Byron R. Brown (brown.byron@epa.gov)
Cc: Schreibel, Thomas B (57936)
Subject: Meeting Request: Kohler Company

Hello Mandy and Byron:

I am reaching out to you on behalf of the Kohler Company with a request to meet with the appropriate person from the Administrator's office and the Office of Air and Radiation regarding EPA's upcoming ozone attainment designation for Wisconsin. We would appreciate the opportunity to meet with you or Assistant Administrator Wehrum on this critical issue. The essential details of the issue are below and we thank you for any advice or insight you could provide on the best way to convene a conversation. The best dates of availability for Kohler are April 10th and the 16th.

Topic: Equitable and Accurate Ozone Attainment Designation

Background:
The EPA is due to issue its final ozone attainment designations by April 30, which could impact Kohler Company, located in Sheboygan County Wisconsin. The EPA issued a draft on December 20, 2017 that outlined the proposed lines for Sheboygan County.

The area extends approximately 3 to 5 miles inland from the lakeshore. Specifically, the portion of Sheboygan County inclusive and east of the following roadways with the boundary starting from north to south: Union Road which turns into County Road Y which turns into Highland Drive, to Lower Road which turns into Monroe Street, to Broadway/Main Street to Highway 32 which turns into Giddings Avenue to County Road W to County Road KW.

Governor Scott Walker and the Wisconsin Department of Natural Resources submitted their plan to the EPA on February 28, 2018 where Governor Walker calls for the entire state of Wisconsin to be placed in attainment. However the Governor and WDNR also recognize that if this cannot be done, the best solution based on sound science is to create a line 2.3 miles in from the shores of Lake Michigan in Sheboygan County.

Kohler supports the WDNR's position of drawing a 2.3 miles line.

Attendees:
Buddy Robinson Sr. Vice President, General Counsel, Corporate Secretary & Business Development, Kohler
Natalie Maciolek Lead Attorney - Kohler
Mike Cassidy - Manager- EHS Technical Resources - Kohler
Tom Schreibel Michael Best Strategies

About Kohler:
Kohler Company is one of the largest privately operated firms in the United States. Kohler has always been owned and run by a circle of family members who descended from the founder. One of Wisconsin's largest employers, Kohler is best known for its line of baths, sinks, toilets, and other bathroom fixtures. The company is also a leading producer of electric generators and small engines, owns two distinguished furniture manufacturers, and operates successful hospitality and real estate businesses in Kohler, Wisconsin, where it has its corporate headquarters and largest manufacturing facilities.

Thank you for your consideration of this request.

Best regards,

Kevin O. Swanson
Senior Associate

E koswanson@michaelbeststrategies.com
T 202.747.9578 | **M** 415.497.4689 | **F** 414.277.0656

Michael Best Strategies

my bio | our firm | vCard

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Message

From: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Sent: 7/5/2017 2:03:25 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]; Nichols, Alex (53820) [janichols@michaelbeststrategies.com]
Subject: Re: Newtrient Discussion - water quality trading program
Attachments: 64B8A5FB-1FB1-4B74-89D6-75000E3BBCD7[9].png

Yes, thanks so much Byron!

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819
[cid:F320B56C-E6F2-4F18-931D-4725F597E496]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

From: "Swanson, Kevin O (59578)" <koswanson@michaelbeststrategies.com<mailto:koswanson@michaelbeststrategies.com>> on behalf of Byron Brown <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
Date: Wednesday, July 5, 2017 at 9:53 AM
To: "Nichols, Alex (53820)" <janichols@michaelbeststrategies.com<mailto:janichols@michaelbeststrategies.com>>, Denise Bode <dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>>
Subject: Fwd: Newtrient Discussion - water quality trading program

Wanted to make sure you saw this.

Sent from my iPhone

Begin forwarded message:

From: "Brown, Byron" <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
To: "Swanson, Kevin O (59578)" <koswanson@michaelbeststrategies.com<mailto:koswanson@michaelbeststrategies.com>>, "Bode, Denise A (53804)" <dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>>, "Greenwalt, Sarah" <greenwalt.sarah@epa.gov<mailto:greenwalt.sarah@epa.gov>>
Subject: Newtrient Discussion - water quality trading program

Sct: Tamika Burton, 564-4711
Valeria Washington

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Message

From: Laws, Elliott [ELaws@crowell.com]
Sent: 6/9/2017 1:44:55 PM
To: Brown, Byron [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=9242d85c7df343d287659f840d730e65-Brown, Byro]

Hi Byron were beginning to go through security now

Elliott P. Laws
elaws@crowell.com<mailto:elaws@crowell.com>
Direct: Ex.6
Fax: 1.202.322.9511<tel:1.202.322.9511>

Crowell & Moring LLP |www.crowell.com<http://www.crowell.com/>
1001 Pennsylvania Avenue NW<x-apple-data-detectors://2>
Washington, DC 20004<x-apple-data-detectors://2>

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Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 11/8/2017 8:43:00 PM
To: WPayne@mayerbrown.com
Subject: RCRA issue

Warren – feel free to send me an email with the letter you referenced. Thanks.

Byron R. Brown
Deputy Chief of Staff for Policy
Office of the Administrator
U.S. Environmental Protection Agency

Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 9/29/2017 2:34:39 PM
To: Lorenzen, Thomas [TLorenzen@crowell.com]
Subject: Re: Call today?

Yes. 3 pm works.

Sent from my iPhone

On Sep 29, 2017, at 10:33 AM, Lorenzen, Thomas <TLorenzen@crowell.com> wrote:

> Byron,
>
> Just checking in to see if you, David, and I are on for a call this afternoon. We had discussed 3 pm, but I'm available pretty much any time after 1:30.
>
> Best,
> Tom

Thomas A. Lorenzen
<image003.jpg>
Crowell & Moring LLP
1001 Pennsylvania Avenue NW | Washington, DC 20004-2595
Ex. 6
tlorenzen@crowell.com | www.crowell.com
Biography | vCard

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Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 12/2/2017 12:18:45 AM
To: Savage, Justin A. [jsavage@sidley.com]
Subject: RE: CERCLA 108(b) Rule?

An electronic copy has been posted.

From: Savage, Justin A. [mailto:jsavage@sidley.com]
Sent: Friday, December 1, 2017 6:05 PM
To: Brown, Byron <brown.byron@epa.gov>
Subject: CERCLA 108(b) Rule?

Hi Byron,

I see from the EPA press release that it's out, but it's not yet on the website. Any chance I could get a copy?
Thanks,
Justin

JUSTIN A. SAVAGE

SIDLEY AUSTIN LLP
1501 K Street, N.W.
Washington, DC 20005
Ex. 6 (Office)

Ex. 6 (Cell)
jsavage@sidley.com
www.sidley.com

SIDLEY

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Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 12/1/2017 11:15:04 PM
To: Savage, Justin A. [jsavage@sidley.com]
Subject: RE: CERCLA 108(b) Rule?

Technical difficulties.

From: Savage, Justin A. [mailto:jsavage@sidley.com]
Sent: Friday, December 1, 2017 6:05 PM
To: Brown, Byron <brown.byron@epa.gov>
Subject: CERCLA 108(b) Rule?

Hi Byron,

I see from the EPA press release that it's out, but it's not yet on the website. Any chance I could get a copy?
Thanks,
Justin

JUSTIN A. SAVAGE

SIDLEY AUSTIN LLP
1501 K Street, N.W.
Washington, DC 20005
Ex. 6 (Office)

Ex. 6 (Cell)
jsavage@sidley.com
www.sidley.com

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Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 6/26/2017 11:06:19 PM
To: Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]
CC: Nichols, Alex (53820) [janichols@michaelbeststrategies.com]; Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Subject: RE: update - Newtrient 2nd meeting

I asked our scheduling staff to set this up. Sorry for the delay. - Byron

From: Swanson, Kevin O (59578) [mailto:koswanson@michaelbeststrategies.com]
Sent: Monday, June 26, 2017 1:36 PM
To: Brown, Byron <brown.byron@epa.gov>
Cc: Nichols, Alex (53820) <janichols@michaelbeststrategies.com>; Bode, Denise A (53804) <dabode@michaelbeststrategies.com>
Subject: RE: update - Newtrient 2nd meeting

Hi Byron,

I work with Denise. Per Denise's note below, we are looking to do our second meeting with you, Sarah and the office of water folks with Newtrient. We thought it might be easier if we pitched you some dates to see if they could work.

Would the week of 7/24 work for you? Ideally we would like to get together 7/26 or 7/27. Let us know and we're happy to help with scheduling.

Thanks,

Kevin O. Swanson
Senior Associate
E koswanson@michaelbeststrategies.com
T 202.747.9578 | **M** Ex. 6 | **F** 202.347.1819

Michael Best Strategies

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-----Original Message-----
From: Bode, Denise A (53804)
Sent: Monday, June 26, 2017 10:37 AM
To: Brown, Byron
Cc: Nichols, Alex (53820); Swanson, Kevin O (59578)
Subject: Re: update
Importance: High

Thanks Byron, all I need to know. Thank you so much! Steve would like to come back for it so let me know some dates that work for you. I can even send a calendar invite out to your team as well to help you out if I know the email addresses! Thanks again, D

Denise A. Bode
Partner

E dabode@michaelbeststrategies.com
T 202.844.3804 | M Ex. 6 | F 202.347.1819

my bio <http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm <http://www.michaelbeststrategies.com/> | vCard <http://www.michaelbest.com/People/Denise-Bode.vcf>

On 6/8/17, 9:46 AM, "Brown, Byron" <brown.byron@epa.gov> wrote:

>Thanks for your patience. I have not had a scheduler the past month or
>so but that is being sorted out. I am looking to set something up in
>the next week or two for you to meet with Sarah Greenwalt and me. The
>ozone issue is being handled by Mandy Gunasekara. Both Mandy and Sarah
>are out this week.
>
>-----Original Message-----
>From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
>Sent: Thursday, June 8, 2017 9:39 AM
>To: Brown, Byron <brown.byron@epa.gov>
>Subject: update
>Importance: High
>
>Hi Byron, hope all is well and that we can get together again soon.
>Just wondered if you had thought about our next meeting with you all yet?
>
>Also, we represent Wisconsin companies impacted by the Ozone rule and
>wondered if you all had anymore detail on the task force being formed.
>We work closely with Governor Walked on these issues. Let me know if
>we can be of help as we also have a lot of technical expertise on these
>issues on our law side in Wisconsin!
>
>Thanks again for all that you are doing.
>Best,
>Denise
>
>Denise A. Bode
>Partner
>E
>dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.co
>m> T 202.844.3804 | M Ex. 6 | F 202.347.1819
>[cid:557AF722-AFBE-4A23-B845-6EB536F6E584]
>
>my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> |
>our firm<http://www.michaelbeststrategies.com/> |
>vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>
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Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 9/14/2017 4:12:17 PM
To: dhgreen@Venable.com; mkfawal@Venable.com
CC: Fotouhi, David [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=febaf0d56aab43f8a9174b18218c1182-Fotouhi, Da]; Johnson, Barnes [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c39e9338cbf04dc3b4b29f78e5213303-Johnson, Barnes]
Subject: Response to CCR Petition
Attachments: Signed CCR Petition Response2017-09-13-155129.pdf

Doug and Margaret – attached is EPA's response to your May 12 petition on behalf of the Utility Solid Waste Activities Group related to the CCR rule.

Byron R. Brown
Deputy Chief of Staff for Policy
Office of the Administrator
U.S. Environmental Protection Agency

E. Scott Pruitt
Administrator

September 13, 2017

Mr. Douglas Green
Ms. Margaret Fawal
Venable LLP
600 Massachusetts Avenue, N.W.
Washington, D.C. 20001

Mr. Samuel B. Boxerman
Sidley Austin LLP
1501 K Street, N.W.
Washington, D.C. 20005

Re: Petitions Concerning Coal Combustion Residuals Rule

Dear Mr. Green, Ms. Fawal and Mr. Boxerman:

This letter concerns the petitions from the Utility Solid Waste Activities Group, dated May 12, 2017, and from AES Puerto Rico LLP, dated May 31, 2017, to the U.S. Environmental Protection Agency requesting the EPA to initiate rulemaking to reconsider provisions of the final rule titled "Hazardous and Solid Waste Management System; Disposal of Coal Combustion Residuals," 80 Fed. Reg. 21,302 (Apr. 17, 2015) and requesting that the EPA seek to hold in abeyance the legal challenges to the final rule, *Utility Solid Waste Activities Group, et al. v. EPA*, No. 15-1219 and consolidated cases (D.C. Cir.).

After reviewing your petitions, I have decided that it is appropriate and in the public interest to reconsider the provisions of the final rule addressed in your petitions, in light of the issues raised in your petitions, as well as the new authorities provided in the recently enacted Water Infrastructure Improvements for the Nation Act, Pub. L. No. 114-322, 130 Stat. 1628 (2016). The EPA expects to respond to your requests that the agency seek to hold the litigation in abeyance prior to the September 18, 2017, deadline to submit a proposed oral argument structure to the U.S. Court of Appeals for the District of Columbia Circuit. This letter does not address the merits of any issue raised in the petitions. If the EPA decides to begin the process of potentially revising provisions of the final rule, the agency will promptly inform the court of the portions of the final rule, if any, that it will seek to have remanded to the agency.

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As part of the reconsideration process, if the EPA conducts a rulemaking to potentially revise any part of the final rule, the EPA will provide an opportunity for notice and public comment.

If you have questions regarding the reconsideration process, please contact Barnes Johnson at (703) 308-8895. If you have any questions or wish to discuss the litigation, please have your counsel direct inquiries to Perry Rosen at (202) 353-7792.

Respectfully yours,

E. Scott Pruitt

Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 9/14/2017 4:12:14 PM
To: sboxerman@sidley.com
CC: Fotouhi, David [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=febaf0d56aab43f8a9174b18218c1182-Fotouhi, Da]; Johnson, Barnes [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c39e9338cbf04dc3b4b29f78e5213303-Johnson, Barnes]
Subject: Response to CCR Petition
Attachments: Signed CCR Petition Response2017-09-13-155129.pdf

Sam – attached is EPA's response to your May 31 petition on behalf of AES Puerto Rico LP related to the CCR rule.

Byron R. Brown
Deputy Chief of Staff for Policy
Office of the Administrator
U.S. Environmental Protection Agency

E. Scott Pruitt
Administrator

September 13, 2017

Mr. Douglas Green
Ms. Margaret Fawal
Venable LLP
600 Massachusetts Avenue, N.W.
Washington, D.C. 20001

Mr. Samuel B. Boxerman
Sidley Austin LLP
1501 K Street, N.W.
Washington, D.C. 20005

Re: Petitions Concerning Coal Combustion Residuals Rule

Dear Mr. Green, Ms. Fawal and Mr. Boxerman:

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After reviewing your petitions, I have decided that it is appropriate and in the public interest to reconsider the provisions of the final rule addressed in your petitions, in light of the issues raised in your petitions, as well as the new authorities provided in the recently enacted Water Infrastructure Improvements for the Nation Act, Pub. L. No. 114-322, 130 Stat. 1628 (2016). The EPA expects to respond to your requests that the agency seek to hold the litigation in abeyance prior to the September 18, 2017, deadline to submit a proposed oral argument structure to the U.S. Court of Appeals for the District of Columbia Circuit. This letter does not address the merits of any issue raised in the petitions. If the EPA decides to begin the process of potentially revising provisions of the final rule, the agency will promptly inform the court of the portions of the final rule, if any, that it will seek to have remanded to the agency.

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As part of the reconsideration process, if the EPA conducts a rulemaking to potentially revise any part of the final rule, the EPA will provide an opportunity for notice and public comment.

If you have questions regarding the reconsideration process, please contact Barnes Johnson at (703) 308-8895. If you have any questions or wish to discuss the litigation, please have your counsel direct inquiries to Perry Rosen at (202) 353-7792.

Respectfully yours,

E. Scott Pruitt

Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 8/9/2017 6:52:11 PM
To: Don Parrish [donp@fb.org]
Subject: RE: Meeting Request

Yes, I heard that after we spoke.

From: Don Parrish [mailto:donp@fb.org]
Sent: Wednesday, August 9, 2017 2:50 PM
To: Brown, Byron <brown.byron@epa.gov>
Subject: RE: Meeting Request

Just so you know -- Lee called our friends in Missouri.

Don R Parrish
American Farm Bureau Federation®
Ex. 6
donp@fb.org

From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Wednesday, August 09, 2017 1:17 PM
To: Don Parrish
Subject: RE: Meeting Request

OK, I will call you at the number below.

From: Don Parrish [mailto:donp@fb.org]
Sent: Wednesday, August 9, 2017 11:08 AM
To: Brown, Byron <brown.byron@epa.gov>
Subject: RE: Meeting Request

Yes I am available at 2:00 and yes on the issue.

Don R Parrish
American Farm Bureau Federation®
202-406-3667
donp@fb.org

From: Brown, Byron [mailto:brown.byron@epa.gov]
Sent: Wednesday, August 09, 2017 11:07 AM
To: Don Parrish
Subject: Re: Meeting Request

Hi Don - I am offsite at meetings much of today but will try to call this afternoon around 2 pm. Is this an issue you have raised with Sarah or Lee?

Sent from my iPhone

On Aug 9, 2017, at 10:31 AM, Don Parrish <donp@fb.org> wrote:

Byron

I have an important water quality standards issue to discuss. Would you have time today to visit?

Don R Parrish
American Farm Bureau Federation®
Ex. 6
donp@fb.org

Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 7/31/2017 12:02:59 PM
To: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
CC: Dominguez, Alexander [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=5ced433b4ef54171864ed98a36cb7a5f-Dominguez,]; Burton, Tamika [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=207e0f24fd934d6d8a3e4c400a311638-Burton, Tam]; Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]; Nichols, Alex (53820) [janichols@michaelbeststrategies.com]
Subject: Re: Purpose of the meeting requested

Let's plan to meet today. See you at 10.

Sent from my iPhone

> On Jul 31, 2017, at 7:35 AM, Bode, Denise A (53804) <dabode@michaelbeststrategies.com> wrote:
>
> Than you, Byron. I thought Tamika said you would not be attending, only
> Sarah. My apologies. We would be pleased to go ahead with the meeting
> with you or can change it if you prefer to wait for Sarah. Since we were
> going to discuss next steps what would you prefer?
>
> Denise A. Bode
> Partner
> E dabode@michaelbeststrategies.com
> T 202.844.3804 | M Ex. 6 | F 202.347.1819
>
> my bio <http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> |
> our firm <http://www.michaelbeststrategies.com/> | vCard
> <http://www.michaelbest.com/People/Denise-Bode.vcf>
>
>
>
>
>> On 7/31/17, 7:27 AM, "Brown, Byron" <brown.byron@epa.gov> wrote:
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>> I have this meeting on my calendar for this morning. In Sarah's absence I
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>> have availability on Tuesday if you want to reschedule.
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>>> town.
>>>
>>> Can we look at another time over the next two days that either of them
>>> can
>>> fit us in. Kevin is on jury duty so please let me or Alex Nichols know,
>>> who is copied her. Give me a call if you have questions. My mobile is
>>> below. Thanks for your consideration.
>>>

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>>>
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>>> <dominguez.alexander@epa.gov>
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>>>> Unfortunately,
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>>>> the evening. If not, we are going to have to reschedule with a call at
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>>>> future time. Apologies as I know Steve Rowe was most likely traveling
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>>>> for this meeting.
>>>>
>>>> Alex
>>>>
>>>> Alex Dominguez
>>>> Policy Analyst to the Senior Advisors to
>>>> the Administrator for Air and Water
>>>> U.S. Environmental Protection Agency
>>>>
>>>> -----Original Message-----
>>>> From: Swanson, Kevin O (59578)
>>>> [mailto:koswanson@michaelbeststrategies.com]
>>>> Sent: Sunday, July 30, 2017 11:43 AM
>>>> To: Dominguez, Alexander <dominguez.alexander@epa.gov>
>>>> Cc: Bode, Denise A (53804) <dabode@michaelbeststrategies.com>
>>>> Subject: Fwd: Purpose of the meeting requested
>>>>
>>>>
>>>> Alex,
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>>>> Thanks for your note on Friday. Apologies, I've been out of town. The
>>>> email below provides a good overview of the purpose of our meeting. It
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>>>> with our client Newtrient, LLC. They are working with the full support
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>>>> the dairy industry on an environmental asset marketplace to reduce
>>>> emissions from dairy farms. We met with the Administrator at the end of
>>>> April and Monday's meeting is meant to further discuss the concept and
>>>> further discuss what EPA can do to help support Newtrient's activity.
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>>>> understand that Byron wanted us to meet with Sarah to introduce her to
>>>> Newtrient and their work understanding that she's familiar with
>>>> parallel
>>>> efforts in PA. Joining the meeting will be my colleague Denise Bode,
>>>> Steve Rowe, CEO of Newtrient and Clay Detlefsen from National Milk.
>>>> When
>>>> I get home later today I will forward a one pager that we'll be
>>>> presenting at the meeting.
>>>>

>>>> Thanks,
>>>>
>>>> Kevin
>>>>
>>>> Begin forwarded message:
>>>>
>>>> From: "Bode, Denise A. (Firm)"
>>>> <dabode@michaelbest.com<mailto:dabode@michaelbest.com>>
>>>> Date: July 11, 2017 at 3:46:12 PM EDT
>>>> To: "brown.byron@epa.gov<mailto:brown.byron@epa.gov>"
>>>> <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>,
>>>> "greenwalt.sarah@epa.gov<mailto:greenwalt.sarah@epa.gov>"
>>>> <greenwalt.sarah@epa.gov<mailto:greenwalt.sarah@epa.gov>>
>>>> Cc: "burton.tamika@epa.gov<mailto:burton.tamika@epa.gov>"
>>>> <burton.tamika@epa.gov<mailto:burton.tamika@epa.gov>>, "Swanson, Kevin
>>>> O
>>>> (59578)"
>>>>
>>>> <koswanson@michaelbeststrategies.com<mailto:koswanson@michaelbeststrateg
>>>> ie
>>>> s.com>>, Alex Nichols
>>>> <jeffry.anichols@gmail.com<mailto:jeffry.anichols@gmail.com>>
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>>>> had in April, you may recall after an explanation of Newtrient's
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>>>> on public-private partnerships, the Administrator asked what role we
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>>>> asking EPA to play. Steve Rowe explained that EPA could best help
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>>>> voluntary public private partnerships in three important ways:
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>>>> * Support from the administration to the regional offices, asking
>>>> them to work with the states on these efforts.
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>>>> support are Pennsylvania, Vermont, and Wisconsin.
>>>> * A point person within EPA that we can work with in setting up
>>>> marketplaces.
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>>>> He encouraged us to take next steps with the staff with your
>>>> assistance.
>>>> We also discussed in our next meeting that including any key
>>>> headquarters
>>>> staff who are familiar with these efforts would be helpful.
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>>>> When Steve is in town for this meeting we are also including meetings
>>>> with key committee staff to update them also on our efforts I the state
>>>> along with the National Milk Producers Federation. We will send the
>>>> final list of attendees soon.
>>>>
>>>> Let me know if there are additional things we should be prepared to
>>>> discuss.
>>>> Best, Denise
>>>>
>>>>
>>>>
>>>> Denise A. Bode
>>>> Partner
>>>> E
>>>>
>>>> dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com
>>>>>
>>>> T 202.844.3804 | M Ex. 6 | F 202.347.1819
>>>> [cid:image001.png@01D2FA5D.3A0F00D0]
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>

Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 7/31/2017 11:27:41 AM
To: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
CC: Dominguez, Alexander [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=5ced433b4ef54171864ed98a36cb7a5f-Dominguez,]; Burton, Tamika [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=207e0f24fd934d6d8a3e4c400a311638-Burton, Tam]; Swanson, Kevin O (59578) [koswanson@michaelbeststrategies.com]; Nichols, Alex (53820) [janichols@michaelbeststrategies.com]
Subject: Re: Purpose of the meeting requested

I have this meeting on my calendar for this morning. In Sarah's absence I am trying to arrange for a senior official from OW to attend as well. I have availability on Tuesday if you want to reschedule.

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Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 5/2/2017 4:00:24 PM
To: Laws, Elliott [ELaws@crowell.com]
Subject: Re: Superfund Administrative Reforms

My assistant is on her way down.

Sent from my iPhone

> On May 2, 2017, at 11:58 AM, Laws, Elliott <ELaws@crowell.com> wrote:
>
> Hi Byron I'm in the lobby
> Elliott
>
>
>
> Elliott P. Laws
> elaws@crowell.com<mailto:elaws@crowell.com>
> Direct: Ex. 6
> Fax: 1.202.322.9511<tel:1.202.322.9511>
>
> Crowell & Moring LLP |www.crowell.com<http://www.crowell.com/>
> 1001 Pennsylvania Avenue NW<x-apple-data-detectors://2>
> Washington, DC 20004<x-apple-data-detectors://2>
>
> This message contains privileged and confidential information. IF IT WAS SENT TO YOU BY MISTAKE, DO NOT READ IT. Instead, please notify the sender (or postmaster@crowell.com<mailto:postmaster@crowell.com>) by reply e-mail, and delete this e-mail. Unauthorized dissemination, forwarding or copying of this e-mail is strictly prohibited
>
> On Apr 27, 2017, at 4:50 PM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:
>
> Let's do Tuesday at noon. I am in the EPA North building, so just send me an email or call (564-1456) when you arrive at security desk and I will come down. Thanks. - Byron
>
> -----Original Message-----
> From: Laws, Elliott [mailto:ELaws@crowell.com]
> Sent: Thursday, April 27, 2017 1:40 PM
> To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
> Subject: Re: Superfund Administrative Reforms
>
> Hi Byron - Tuesday at Noon or Monday at 4:30 work for me.
>
>
>
> Elliott P. Laws
> elaws@crowell.com<mailto:elaws@crowell.com><mailto:elaws@crowell.com>
> Direct: Ex. 6
> Fax: 1.202.322.9511<tel:1.202.322.9511>
>
> Crowell & Moring LLP |www.crowell.com<http://www.crowell.com><http://www.crowell.com/>
> 1001 Pennsylvania Avenue NW<x-apple-data-detectors://2> Washington, DC 20004<x-apple-data-detectors://2>
>
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>
> On Apr 27, 2017, at 12:37 PM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov><mailto:brown.byron@epa.gov>> wrote:
>
> Hi Elliott -- looks like Monday at 4:30 pm, and Tuesday at 12 noon and 2 pm would be best. On our side just thinking it would be myself, Ryan Jackson, and a couple other of the new political folks who will be working on Superfund issues.
>
> -----Original Message-----
> From: Brown, Byron
> Sent: Thursday, April 27, 2017 1:07 PM

> To: 'Laws, Elliott' <ELaws@crowell.com<mailto:ELaws@crowell.com><mailto:ELaws@crowell.com>>
> Subject: RE: Superfund Administrative Reforms
>
> Both of those days should work. Let me get you some times.
>
> -----Original Message-----
> From: Laws, Elliott [mailto:ELaws@crowell.com]
> Sent: Thursday, April 27, 2017 10:59 AM
> To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov><mailto:brown.byron@epa.gov>>
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> Hi Byron. It turns out I'll be back in DC this coming Monday and Tuesday. Let me know if you want to try and schedule something for then.
>
> Elliott
>
>
>
> Elliott P. Laws
> elaws@crowell.com<mailto:elaws@crowell.com><mailto:elaws@crowell.com><mailto:elaws@crowell.com>
> Direct: Ex. 6
> Fax: 1.202.322.9511<tel:1.202.322.9511>
>
> Crowell & Moring LLP
|www.crowell.com<http://www.crowell.com><http://www.crowell.com><http://www.crowell.com/>
> 1001 Pennsylvania Avenue NW<x-apple-data-detectors://2> Washington, DC 20004<x-apple-data-detectors://2>
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>
> On Apr 26, 2017, at 9:06 AM, Laws, Elliott <ELaws@crowell.com<mailto:ELaws@crowell.com><mailto:ELaws@crowell.com><mailto:ELaws@crowell.com>> wrote:
>
> Hi Byron. Very nice to hear from you. I was going to reach out to you after the fire hose drinking and died down some!
> I'd be happy to come by, however, I won't be back in DC until May 10th -so after that will work.
>
> Elliott
>
>
>
> Elliott P. Laws
> elaws@crowell.com<mailto:elaws@crowell.com><mailto:elaws@crowell.com><mailto:elaws@crowell.com>
> Direct: Ex. 6
> Fax: 1.202.322.9511<tel:1.202.322.9511>
>
> Crowell & Moring LLP
|www.crowell.com<http://www.crowell.com><http://www.crowell.com><http://www.crowell.com/>
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>
> On Apr 26, 2017, at 8:59 AM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov><mailto:brown.byron@epa.gov><mailto:brown.byron@epa.gov>> wrote:
>
> Hi Elliott - hope you are doing well. I wanted to see if you had time in the next week or so to come over to EPA and discuss some of the Superfund administrative reforms with the new EPA policy staff? - Byron
>
> Byron R. Brown
> Deputy Chief of Staff for Policy
> Office of the Administrator
> U.S. Environmental Protection Agency
>

Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 5/26/2017 3:44:37 PM
To: Bode, Denise A (53804) [dabode@michaelbeststrategies.com]
Subject: RE: next steps

Hi Denise -- are looking to have the political/policy staff coordinate a meeting between your group and the career program office, or are you looking just for a meeting with Sarah and me without the office of water staff?

-----Original Message-----
From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
Sent: Monday, May 22, 2017 1:06 PM
To: Brown, Byron <brown.byron@epa.gov>
Subject: Re: next steps

Yes, thank you. Could you also share Sarah's contact info?
D

Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com>
T 202.844.3804<tel:202.844.3804> | M Ex. 6 | F 202.347.1819<tel:202.347.1819>

[cid:image001.png@01D29BEB.5B4E8CA0]

my bio<http://www.michaelbeststrategies.com/Denise-Bode> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

On May 22, 2017, at 12:43 PM, Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>> wrote:

Hi Denise -- is this about Newtrient? I can circle back with Sarah Greenwalt on times, but I won't be available for a call until later this week after the budget release tomorrow.

-----Original Message-----
From: Bode, Denise A (53804) [mailto:dabode@michaelbeststrategies.com]
Sent: Monday, May 22, 2017 11:38 AM
To: Brown, Byron <brown.byron@epa.gov<mailto:brown.byron@epa.gov>>
Subject: next steps
Importance: High

Hi Byron, Wanted to follow up on our meeting. Would you have a few minutes that we could schedule a call? Are you still our lead on our work? I know Susan is coming over to the Agency as well.
Thanks,
Denise
Denise A. Bode
Partner
E dabode@michaelbeststrategies.com<mailto:dabode@michaelbeststrategies.com><mailto:dabode@michaelbeststrategies.com>
T 202.844.3804 | M Ex. 6 | F 202.347.1819 [cid:35F20F73-89A4-4006-95F6-B51AE398D2F5]

my bio<http://www.michaelbeststrategies.com/dc/lawyer/denise-bode/> | our firm<http://www.michaelbeststrategies.com/> | vCard<http://www.michaelbest.com/People/Denise-Bode.vcf>

Email Disclaimer

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Message

From: Brown, Byron [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=9242D85C7DF343D287659F840D730E65-BROWN, BYRO]
Sent: 3/9/2017 2:26:56 PM
To: Lorenzen, Thomas [TLorenzen@crowell.com]
Subject: RE: Congratulations!

Thanks, Tom.

From: Lorenzen, Thomas [mailto:TLorenzen@crowell.com]
Sent: Wednesday, March 8, 2017 5:09 PM
To: Brown, Byron <brown.byron@epa.gov>
Subject: Congratulations!

Byron,

I saw news today that you've returned to EPA. Welcome back. I'm delighted both for you and for the Agency!

I'm right across the street from you. Let me know if you ever have time for lunch or even a quick coffee. Looking forward to working with you in the new gig.

Best,
Tom

Thomas A. Lorenzen

Crowell & Moring LLP
1001 Pennsylvania Avenue NW | Washington, DC 20004-2595
202.624.2789 direct [Ex. 6] mobile
tlorenzen@crowell.com | www.crowell.com
Biography | vCard