

August 21, 2020

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**VIA ELECTRONIC MAIL**

James B. Aronoff, Esq.  
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Re: CityPlace Burlington Project

Dear Attorney Aronoff:

Please be advised that Downs Rachlin Martin PLLC represents the City of Burlington (“City”) in connection with the CityPlace Burlington Project (“Project”), along with Att. Jeremy Farkas of the firm MSK Attorneys. I am writing in response to your letter to Attorney Farkas of August 18, 2020.

First, we appreciate your reaffirmation that Brookfield Properties (“Brookfield”) stands by the assurances made by Rouse Properties LLC to the City as set out in its letter of October 26, 2017. One of the City’s concerns with Brookfield’s apparent withdrawal from BTC Mall Associates LLC is that the assurances made to the City from a well-capitalized entity were somehow being withdrawn after the City has relied on them. We are, however, unclear about your representation that “over the course of the past 3 years, Brookfield has invested **almost \$70 million** trying to advance the development of the Project” (emphasis in the original). This investment has not been substantiated, and given the extremely limited work toward construction of the Project conducted to date, we are unclear as to what effort that investment was put and how much of that financing is remaining in the Project if Brookfield withdraws. We therefore request that Brookfield promptly provide us with an accounting of this investment, so that we can verify the accuracy of this statement and understand the scope of the remaining assurance. To be clear, the City expects that the “investment” you refer to remains available for use in the Project, or if not the City expects Brookfield to re-capitalize the assurance its predecessor made and your letter acknowledges.

In addition, we request that Brookfield provide us with copies of all documentation setting forth the terms and conditions under which Brookfield is exiting this Project.

The Rouse letter assured the City that it would seek to secure financing for the Project. Please provide us with a summary of all efforts made by Rouse, and its successor Brookfield, to secure financing.

Finally, your August 18th letter states that the CityPlace Burlington Project “did not fit with its internal funds mandate.” We request that Brookfield provide us with all documents that set out this “internal funds mandate,” including documentation of any modifications that occurred during the past three years to it. We also request an explanation of why the Project failed to meet this mandate.

I look forward to your prompt response.

Sincerely,

*/s/ Marc Heath*

Marc B. Heath, Esq.

MBH/ibw

cc: Mr. Jeffrey Glassberg (via email only)  
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