

AGREEMENT TO AMEND DEVELOPMENT AGREEMENT

This **AGREEMENT TO AMEND DEVELOPMENT AGREEMENT** (the “**Agreement**”) is made this ____ day of July, 2018, by and among the City of Hammond, Indiana, an Indiana municipal corporation (the “**City**”), the City of Hammond Redevelopment Commission, the governing body of the Hammond, Indiana Department of Redevelopment, and the Redevelopment District of the City of Hammond, Indiana (collectively, the “**Redevelopment Commission**”), and City of Hammond Economic Development Commission (the “**Economic Development Commission**”), and Lear Corporation, a Delaware corporation (the “**Developer**”).

WITNESSETH:

That the City, the Redevelopment Commission, and the Economic Development Commission (collectively, the “**City Parties**”), entered into a Development Agreement with the Developer dated July 18, 2017, which was passed by the City, through Resolution 17R-29 on August 14, 2017, in order to stimulate and promote economic development activities in or around the Hammond Central Economic Development Area;

The City Parties and the Developer desire to amend the Development Agreement to provide that the Developer will be permitted, at its discretion, to utilize some or all of the Incentive funds disbursed to the Developer pursuant to the original Development Agreement to pay expenditures related to training of employees, including without limitation, for salaries, relocation/transportation costs, and materials related to the foregoing. Such expenditures and activities will, as applicable, be deemed to be Project Costs and/or a portion of the Project.

NOW, THEREFORE, in consideration of the foregoing promises the mutual covenants of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City Parties and the Developer agree as follows:

1. It is expressly agreed by the City Parties and the Developer that the Developer will be permitted, at its discretion, to utilize some or all of the Incentive funds disbursed to Developer pursuant to the agreement to pay expenditures related to the training of employees, including without limitation, for salaries, relocation/transportation costs, and materials related to the foregoing. Such expenditures and activities will, as applicable, be deemed to be “Project Costs” and/or a portion of the “Project”.
2. The parties acknowledge and agree that it is their intent to modify the Development Agreement dated July 18, 2017, to expressly permit Developer to allocate some or all of the Incentive funds to pay training expenditures, as set forth in the preceding paragraph. Accordingly, the Development Agreement dated July 18, 2017, is hereby modified to the fullest extent necessary to give effect to such intent in the agreements set forth herein.

3. By signing below, each of the parties hereto represents and warrants the following:
 - a. The execution, delivery, and performance by such party of this Agreement to Amend Development Agreement have been duly authorized by all requisite actions on the part of such parties; and
 - b. This Agreement to Amend Development Agreement has been duly executed and delivered by such party, and the terms of this Agreement to Amend Development Agreement constitutes the legal, valid, and binding obligations on such party and forceful against such party in accordance with their respective terms.
4. In the event of a conflict or inconsistency between the terms, covenants, conditions, and provisions of this Agreement to Amend Development Agreement and the original Development Agreement dated July 18, 2017, the terms, covenants, conditions, and provisions this Agreement to Amend Development Agreement shall control and govern the rights and obligations of the parties.
5. All other terms of the Development Agreement dated July 18, 2017 shall remain in full force and effect.
6. This Agreement to Amend Development Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one in the same instrument. Moreover, facsimile and other electronic signatures shall be accepted by the parties as originals.
7. This Agreement to Amend Development Agreement shall be construed under the laws of the State of Indiana.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE OF CITY OF HAMMOND, INDIANA
TO
AGREEMENT TO AMEND DEVELOPMENT AGREEMENT

CITY OF HAMMOND, INDIANA

BY: _____
Thomas M. McDermott, Jr., Mayor

BY: _____
_____, Council President

ATTEST:

, Clerk

SIGNATURE PAGE OF CITY OF HAMMOND REDEVELOPMENT COMMISSION
TO
AGREEMENT TO AMEND DEVELOPMENT AGREEMENT

CITY OF HAMMOND
REDEVELOPMENT COMMISSION

By: _____

Title: _____

ATTEST:

By: _____
Secretary

SIGNATURE PAGE OF CITY OF HAMMOND ECONOMIC DEVELOPMENT
COMMISSION
TO
AGREEMENT TO AMEND DEVELOPMENT AGREEMENT

CITY OF HAMMOND ECONOMIC
DEVELOPMENT COMMISSION

By: _____

Title: _____

ATTEST:

By: _____
Secretary

SIGNATURE PAGE OF LEAR CORPORATION
TO
AGREEMENT TO AMEND DEVELOPMENT AGREEMENT

LEAR CORPORATION
a Delaware corporation

By: _____

Title: _____