
DEVELOPMENT AGREEMENT

AMONG

CITY OF HAMMOND, INDIANA

HAMMOND REDEVELOPMENT COMMISSION

CITY OF HAMMOND ECONOMIC DEVELOPMENT COMMISSION

AND

LEAR CORPORATION
a Delaware corporation

Re:

LEAR EXPANSION PROJECT

DATED: July 18, 2017

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") made as of this 18th day of July, 2017, 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:

A. The City, the Redevelopment Commission, and Economic Development Commission (collectively, the "City Parties") desire to stimulate and promote economic development activities in or about the Hammond Central Economic Development Area (as defined herein);

B. The Developer has or may acquire or lease certain real estate located in the Hammond Central Economic Development Area;

C. The City Parties desire to induce the Developer to proceed with the Project in the City, by providing to the Developer a financial incentive in the amount of \$4 million as set forth herein to be applied to the Project Costs incurred by Developer or its landlord; the City Parties anticipate that the total Project Costs will be in excess of \$26 million;

D. The City Parties desire to take all steps as shall be reasonably necessary to issue Economic Development Revenue Bonds, Series 2017/2018 (Lear Project) (the "Bonds"), to finance all or a portion of the Incentive; and

E. The City Parties have determined that it is in the best interest of the citizens of the City to assist in (i) the development of the Project, (ii) the provision of the Incentive to pay a portion of the costs of the Project; and (iii) the taking of such other actions as are hereinafter set forth, all for the promotion of economic development in or about the Hammond Central Economic Development Area.

NOW, THEREFORE, in consideration of the foregoing premises 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:

DEFINED TERMS

"Applicable Laws" means all laws, rules, regulations, ordinances, codes, administrative actions and/or orders of any Court or governmental agency or unit, whether federal, state or local properly exercising or having jurisdiction with respect to or over the subject matter in question.

“City” means the City of Hammond, Indiana, a municipal corporation, duly organized and existing under the laws of the State; provided, that it is expressly understood and agreed by the Developer that, except as otherwise expressly provided in this Agreement, any obligations of the City under this Agreement may be fulfilled by the duly authorized and appropriate (as the context so requires) subdivision, unit, agency, commission, department, authority, instrumentality, common council, mayor, or other officer, executive or representative or any combination, of the municipal corporation of the City.

“Declaratory Resolution” means the resolution, as amended, of the Redevelopment Commission declaring the Hammond Central Economic Development Area to be an “economic development area” within the meaning of the RDC Act, approving the Economic Development Plan for the Hammond Central Economic Development Area and designating the Hammond Central Allocation Area as a tax increment finance “allocation area” within the meaning of the RDC Act.

“Developer” means Lear Corporation, a Delaware corporation.

“Economic Development Plan” means the Hammond Central Economic Development Plan approved and adopted by the Redevelopment Commission in the Declaratory Resolution.

“Incentive” means the Four Million Dollar incentive to be provided to the Developer by the City Parties to pay for a portion of the Project Costs, as set forth in Section 1.7 of this Agreement.

“Hammond Central Allocation Area” means the real and certain designated personal property, which will include (but not be limited to) the Project Site, as described or to be described in the allocation provision of the Declaratory Resolution.

“Hammond Central Economic Development Area” means the geographic area within the Hammond Central Allocation Area, which will include all of the Project Site, that has been designated or will be designated by the Declaratory Resolution as an economic development area.

“Plant” means the anticipated industrial, warehouse, assembly, manufacturing and office building(s) to be located on the Project Site.

“Project” means the (i) lease or purchase of the Project Site, (ii) development and construction of the Plant on the Project Site, and (iii) the purchase and installation of equipment, machinery and other trade fixtures in the Plant.

“Project Costs” mean the out-of-pocket costs and expenses incurred to undertake the Project, including without limit (i) acquisition of the Project Site (either the purchase price or the rent), (ii) soft costs, including engineering, design and architectural fees, permit costs and construction management fees, (iii) site development work, including grading and landscaping, (iv) costs of obtaining necessary easements for the development of the Project, (v) hard costs for the construction of the Plant, (vi) purchase price for equipment, machinery and trade fixtures to

be installed in the Plant, and (vii) installation costs for such equipment, machinery and trade fixtures.

“**Project Site**” means certain real estate located in the Hammond Central Economic Development Area as shown on attached Exhibit A, which is the site of the Project. Upon the request of Developer, the real estate comprising the Project Site can be changed so long as such is located within the Hammond Central Economic Development Area.

“**RDC Act**” means Indiana Code 36-7-14 and 36-7-25, et seq., as supplemented and amended.

“**State**” means the State of Indiana.

ARTICLE I

CONSTRUCTION

Section 1.1 Construction of Project.

A. The Developer intends to purchase or lease the Project Site located in the Hammond Central Economic Development Area, for the Project (including construction and development of the Plant). Subject to delays due to Force Majeure, Developer shall endeavor to acquire or lease the Project Site (the “**Acquisition**”) within six (6) months after the date of full execution and delivery of this Agreement by all Parties (the “**Acquisition Deadline**”). The Acquisition Deadline shall be extended one day for each day of delay caused by Force Majeure. Further, Developer shall be entitled to extend the Acquisition Deadline for three (3) months by written notice to the City if the Developer is actively pursuing the lease or purchase. If Developer has not completed the Acquisition by the Acquisition Deadline (as it may be extended), then the City may as its sole remedy terminate this Agreement by written notice to Developer prior to Developer completing the Acquisition.

B. Subject to Acquisition of the Project Site, Developer will endeavor to substantially complete or cause to be substantially completed the construction of the Plant on or before December 31, 2018 (“**Completion Deadline**”), subject to delays due to Force Majeure, and contingent upon the City Parties performing in a timely manner their obligations hereunder. The Completion Deadline shall be extended one day for each day of delay caused by Force Majeure. Further, Developer shall be entitled to extend the Completion Deadline for three (3) months by written notice to the City if the Developer is actively pursuing construction of the Plant. As used herein, “substantially complete” means that a temporary or final certificate of occupancy (or the local equivalent) has been issued for the Plant.

Section 1.2 Construction Standards.

After the Acquisition, the Developer shall cause the construction of the Project to be done in a good and workmanlike manner in accordance with all applicable building codes of the City and the terms of this Agreement.

Section 1.3 Areas Affected by Work.

The City Parties shall not be liable or responsible for any damage to any land or area, or the owner/occupant of any land or area that results from construction of the Project or relates to the performance of work or the non-performance of the Developer's obligation under this Agreement.

Section 1.4 Project Safety.

The general contractor for the Project shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the development, and construction of the Project and performance of the work. Developer shall request that the general contractor for the Project take all legally necessary precautions for the safety of, and provide protection as reasonably necessary to endeavor to prevent damage, injury or loss to:

- A. All workers and laborers providing labor for the construction of the Project;
- B. All materials and equipment incorporated in the Project whether in storage or located at the Project Site; and
- C. Other property at the Project Site or adjacent or in proximity thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in connection with the construction.

Section 1.5 Labor Objectives – Prevailing Wage.

A. The Developer agrees that the Project shall be subject to all applicable City ordinances, including but not limited to Prevailing Wage Ordinances.

B. The Developer acknowledges the creation of construction jobs in the City of Hammond, Lake County, Indiana, and the Northwestern part of the State, in particular, and other portions of the State, in general, as a principal goal, which the Redevelopment Commission wishes to achieve as a result of the Project. In that regard, with respect to the portions of the Project directly being contracted for by Developer, the Developer shall use reasonable good faith efforts to contract with and engage contractors and subcontractors, with principal places of business first in the City of Hammond, second in Lake County, Indiana, and third in other areas of the State, for employment opportunities relating to the construction of the Project, to the extent such contractors and subcontractors are reasonably available on a competitive basis (including the economic, quality, performance, workforce availability and other relative considerations).

Section 1.6 Commission Covenants

In the event that (i) there is no Event of Default hereunder by Developer (after expiration of applicable grace, notice and cure periods), and (ii) Developer completes the Acquisition on or

before Acquisition Deadline (as it may be extended), the Redevelopment Commission agrees that it will:

1. Take all reasonable and necessary steps to sell the Bonds to provide the Developer with the Incentive and release said funds, all as set forth in Section 1.7 hereof; and
2. Assist the Developer to obtain zoning for the Project Site as necessary for the Project.
3. Assist Developer in obtaining easements necessary for the development and use of the Project Site.
4. Support Developer in its efforts to obtain incentives from other governmental agencies.

Section 1.7 Incentive; Issuance of Bonds.

Contingent upon Developer completing Acquisition on or before the Acquisition Date, the City Parties shall provide the Incentive to the Developer in the aggregate amount of \$4,000,000.00 total TIF incentives in accordance with this Agreement. Upon execution of this Agreement and the Developer completing the Acquisition, the City Parties shall make arrangements for the acquisition of, and then upon acquisition deposit in a separate account and designate, by such means approved by the Developer, funds in the amount of \$4,000,000.00 to be used for the sole purpose of providing the Incentive to the Developer. For so long as this Agreement is in effect, the deposit in a separate account and designation of such funds for the sole purpose of providing the Incentive by the City Parties shall be irrevocable.

The City Parties shall pay the Incentive to the Developer as follows: \$4,000,000.00 upon the issuance of a certificate of occupancy (temporary or final) for the Plant.

The City Parties may pledge as security for the Bonds: (i) all of the TIF revenues of the City Parties generated by the Project; and (ii) such other tax revenues or funds of the City Parties lawfully available as may be required to sell the Bonds. No lien or encumbrances for the Bonds shall be placed against the Project Site or any of Developer's personal property.

Section 1.8 Permits and Compliance with Applicable Laws.

The Developer, the owner of the Project Site or the general contractor, as applicable, shall be responsible for (a) giving all legally required notices to, and obtaining all legally required permits, approvals, consents and authorizations from, the proper governmental authorities having jurisdiction over the construction of the Project and (b) complying with all Applicable Laws bearing on the construction of the Project. The City shall cooperate with the Developer in obtaining all such permits, approvals, consents and authorizations to the extent permitted by Applicable Law. In addition, the City shall process all such necessary permits, approvals, consents and authorizations that it issues or over which it has authority in an

reasonable manner and shall waive all fees relating to such permits, approvals, consents and authorizations.

Section 1.9 Site Management.

During the performance of the construction of the Project, the Developer shall request that its landlord or the general contractor take all reasonably necessary steps to cause the Project Site to be kept free from accumulation of waste materials, rubbish and other debris resulting from such construction in amounts beyond those typically accumulated in a well managed and well maintained construction project of comparable scope. Upon final completion of the construction of the Project or any specified portion thereof, the Developer shall request that the landlord or general contractor cause all refuse and debris, tools, construction equipment, machinery and surplus materials (to the extent such items are not going to be used in the Developer's operation of the Project) to be removed from that portion of the Project Site upon which the work or specified portion thereof has been completed.

Section 1.10 Insurance.

A. The Developer shall purchase and maintain insurance at all times during the term of this Agreement as required by law.

B. The Developer shall require that its landlord obtain and maintain or cause its general contractor to obtain and maintain in force during construction of the Plant builder's risk insurance in an amount equal to one hundred percent (100%) of the insurable value of the Plant protecting against risks of physical loss of the work. Such insurance shall insure against the perils of fire, extended coverage, vandalism and malicious mischief.

Section 1.11 Access to Work.

Prior to final completion of the Project, the City Parties shall be afforded reasonable access to the Project Site as may reasonably be necessary for their observation and inspection of the Project, but only to the extent Developer controls such access rights, Developer is given at least 24 hours prior written notice and the City Parties comply with all safety rules and regulations then applicable to the Project Site. The City Parties acknowledge that the Project Site may be an active construction site at the time of access. Accordingly, any such access shall be at the sole risk of the City Parties and the City Parties hereby waive all claims for injuries (including death) and damages incurred while on the Project Site.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

Section 2.1 Organization and Existence.

The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is licensed to do business in the State of Indiana. The Developer has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted and as contemplated under this Agreement.

Section 2.2 Power and Authority.

The Developer has all requisite corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.

Section 2.3 Due Authorization.

All corporate acts and other proceedings required to be taken by the Developer to authorize the execution, delivery and performance of this Agreement have been duly and properly taken.

Section 2.4 Financial Capacity to Complete Project.

As of the date hereof, the Developer has the financial ability to complete its obligations under this Agreement. Upon Developer's request, the City Parties shall cooperate as reasonably necessary for Developer to obtain third party financing for the Project.

ARTICLE III

**REPRESENTATIONS, WARRANTIES
AND COVENANTS OF THE CITY, THE REDEVELOPMENT COMMISSION, AND
THE ECONOMIC DEVELOPMENT COMMISSION**

Each of the City Parties makes the following representations and warranties, which representations and warranties are true and correct on the date hereof, and makes the following covenants and agreements:

Section 3.1 Power and Authority.

Each of the City Parties has all requisite corporate power and authority to enter into this Agreement and to perform their respective obligations under this Agreement.

Section 3.2 Due Authorization.

All acts and other proceedings required to be taken by the City Parties to authorize the execution, delivery and performance of this Agreement have been duly and properly taken.

Section 3.3 Due Execution.

This Agreement has been duly executed and properly delivered by the City Parties and constitutes the valid and binding obligation of each of the City Parties, enforceable in accordance with this Agreement's terms, subject to (i) bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally heretofore or hereafter enacted; (ii) the exercise of judicial discretion in accordance with the general principles of equity; (iii) the valid exercise of the constitutional powers of the City Parties, the State and the United States of America; and (iv) public policy of the State and the United States of America.

Section 3.4 Survival of Representations and Warranties.

Each of the City Parties covenants that the representations and warranties made by it in this Agreement shall be true and correct on each day that this Agreement remains in force and effect, with the same effect as if such representations and warranties had been made and given on and as of such day; except that if any such representation and warranty is specifically given in respect of a particular date or particular period of time and related only to such date or period of time, then such representation and warranty shall continue to be given only as of such date or for such period of time.

**ARTICLE IV
DEFAULT AND REMEDIES**

Section 4.1 Events of Default.

The following events, if not remedied as hereinafter provided, shall be deemed an "Event of Default" by the respective party:

- A. The Developer's failure to perform any covenant or agreement herein applicable to Developer; and
- B. The failure by any of the City Parties to perform any covenant or agreement herein applicable to such City Parties.

Section 4.2 Extensions Upon Default.

In the event of an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of written notice, commence to cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide written notice to the other party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an

additional ninety (90) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional ninety (90) day period, the remedy to the aggrieved party shall be as set forth below in Section 4.3.

Section 4.3. Remedies.

Upon the occurrence of any Event of Default, subject to the extensions and cure rights provided in Section 4.2 hereof, the remedies to aggrieved party shall be as follows:

A. In the case of an Event of Default by Developer, the City Parties shall be entitled as its sole and exclusive remedy to (a) terminate this Agreement upon not less than 30 days prior written notice to Developer, (b) recover from Developer any portion of the Incentive paid to Developer, and (c) to the extent the Acquisition was completed and the Bonds have been issued, the Developer shall reimburse the City for: (1) the out-of-pocket costs paid by the City in connection with the issuance of the Bonds (up to a maximum of \$150,000) and (2) interest paid by the City on the Bonds up to the date the Incentive paid to Developer is repaid to the City. In no event shall the liability of the Developer exceed the amount of the Incentive actually paid to the Developer and the reimbursement due under (c).

B. In the case of an Event of Default by any of the City Parties, the Developer shall be entitled to seek any and all remedies available to it at law or in equity.

**ARTICLE V
TERM OF AGREEMENT AND TERMINATION**

The term ("**Term**") of this Agreement, and its effectiveness, shall commence upon the full execution of this Agreement by each of the parties hereto and shall continue in full force and effect until the first to occur of (i) the Developer substantially completes construction of the Plant and receives the entire amount of the Incentive, (ii) the termination of this Agreement by the City Parties upon not less than thirty (30) days' prior written notice to the Developer due to an Event of Default by Developer following the applicable extension and cure periods set forth in Section 4.2 hereof or elsewhere in this Agreement, (iii) the termination of this Agreement by the Developer upon not less than thirty (30) days' prior written notice to the City Parties due to an Event of Default by the City Parties following the applicable extension and cure periods set forth in Section 4.2 hereof, or (iv) termination by the City under Section 1.1(A). Further, Developer may elect to terminate this Agreement at any time prior to completion of the Acquisition and the issuance of the Bonds. The parties hereto acknowledge that, notwithstanding the termination of this Agreement, the City Parties may have continuing obligations under the financing agreements entered into with respect to the issuance of the Bonds.

**ARTICLE VI
MISCELLANEOUS**

Section 6.1 No Agency, Partnership or Joint Venture.

Nothing contained in this Agreement nor any act of the City Parties or the Developer, or any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, or if principal and agent, limited or general partnership, or joint venture between the City Parties and the Developer.

Section 6.2 Force Majeure.

Neither the Developer nor any successor in interest to Developer shall be considered in breach or default of its obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by an event of force majeure, including with limitation, an Act of God, acts of vandals, criminals or public enemies, act of terrorism, war, blockade, public riot, lightning, fire, storm, flood, explosion, blackout, adverse weather conditions, lockouts or strikes, delays caused by the Developer's landlord or any contractor, inability to obtain all necessary materials or labor, orders of the government of the United States of America, the State or municipality or any of their departments, agencies or officials, orders of any civil military authority, or other similar events which are not reasonably within the control of the Developer; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by either party in bad faith.

Section 6.3 Notices.

No notice, approval, consent or other communication authorized or required by this Agreement shall be effective unless the same shall be in writing. Any such communications shall be effective (i) upon receipt if it is hand delivered, with signed receipt therefore obtained, (ii) seventy two (72) hours after it is sent postage prepaid by United States registered or certified mail, return receipt requested, or (iii) twenty four (24) hours after it is deposited with a national courier for overnight delivery; directed or addressed in each case set forth in (i) through (iii) above to the other party at its address set forth below.

The addresses and fax numbers for notices are:

To the City Parties:

City of Hammond
5925 Calumet Avenue
Hammond, Indiana 46320
Attention: Mayor

Department of Planning and Development
5925 Calumet Avenue
Hammond, Indiana 46320
Attention: Executive Director

With a copy to:

David W. Westland
Westland & Bennett P.C.
2929 Carlson Drive, Suite 300
Hammond IN 46323

To the Developer: Lear Corporation
21557 Telegraph Road
Southfield, Michigan 48033
Attention: Vice-President, Real Estate Operations

With a copy to: Bodman PLC
201 W. Big Beaver Road, Suite 500
Troy, MI 48084
Attention Andrew Spilkin

Any party may, in substitution of the foregoing, designate a different address and addresses within the continental United States for purposes of this Section by written notice delivered to all other parties in the manner prescribed in this Section at least ten (10) days in advance of the date upon which such change of address is to be effective.

Section 6.4 Survival.

All representations, warranties and indemnities set forth in this Agreement shall survive the termination hereof for a period equal to the term of the Bonds.

Section 6.5 Counterparts.

This Agreement may be executed in a number of identical counterparts and, if so, executed, each such counterpart is deemed an original for all purposes, and all such counterparts shall collectively constitute one Agreement.

Section 6.6 Binding Effect.

The Developer may assign its rights and obligations under this Agreement to any entity affiliated with or related to Developer without the consent of the City Parties, and may otherwise assign its rights and obligations under this Agreement with the consent of the City Parties, which consent shall not be unreasonably withheld. The rights of the Developer and the City under this Agreement shall inure to the Developer and the City, respectively, and upon their respective successors and permitted assigns. However, the respective obligations of the Developer and the City under this Agreement shall not extend to their shareholders, officers, directors, office holders, employees, agents, consultants, contractors, members, partners, joint ventures or affiliates of the Developer.

Section 6.7 Time of the Essence.

Time is of the essence in the performance of this Agreement and each and every provision contained herein.

Section 6.8 Costs of Proceedings.

In the event of the institution of any proceeding relating to the performance of this Agreement, the parties agree that costs and expenses, including reasonable attorneys' fees and expenses, incurred by the prevailing party (as defined herein) in connection with such proceeding, will be paid by the non-prevailing party. The prevailing party shall be defined as (i) the party which ultimately is awarded an amount (net of any offsets or counterclaims awarded to the other party) in excess of the last settlement offer made in writing by the other party, or (ii) the party which made the last settlement offer in writing, if the amount ultimately awarded (net of any offsets or counterclaims awarded to the other party) is less than such last settlement offer, or (iii) the party which ultimately is awarded an amount, regardless of sum, if no settlement offer was ever made in writing by the other party, or (iv) if no amount is awarded, but instead equitable relief is granted, the party in whose favor such equitable relief is granted.

Section 6.9 Severability.

If and in the event any provision of this Agreement is determined to be invalid for any reason, it shall be severed and all other provisions not determined invalid shall continue with full force and effect; provided, however, that if (i) such declaration of invalidity relieves a party of a material obligation to the other, or eliminates a material benefit to a party, and (ii) the effect of either of the foregoing is to deprive the other party of substantially all of the benefits to such party of the transactions contemplated by this Agreement, then the adversely affected party shall have the right to terminate this Agreement, by giving notice of such termination to the other party.

Section 6.10 Non-Waiver.

No failure by either party hereto, at any time, to require the performance by the other of any term of this Agreement, shall in any way affect the right of either party to enforce such terms, nor shall any waiver by either party of any term hereof by taken or held to be a waiver of any other provision of this Agreement. No waiver of any term or provision of this Agreement shall be effective unless the same is in writing, signed by the parties hereto.

Section 6.11 Governing Law.

This Agreement is entered into in the State of Indiana and shall be governed by and construed (and all of the rights and obligations hereunder shall be determined) in accordance with the internal laws of the State of Indiana, without reference to the choice of law principles thereof.

Section 6.12 No Third Party Beneficiaries.

Nothing in this Agreement shall be construed as creating any rights of entitlement that inure to the benefit of any person or entity not a party of this Agreement.

Section 6.13 Jurisdiction and Consent to Suit.

Subject to the provisions of this Agreement, each of the City Parties and the Developer hereby agrees and consents to the exclusive personal and subject matter jurisdiction of the courts of the State of Indiana situated in Lake County, Indiana, or the United States District Court for the Northern District of Indiana, Hammond Division, which shall be the sole and exclusive forum in connection with any claim, cause of action or other dispute by either of them against the other arising out of or relating to the terms, obligations and conditions of this Agreement.

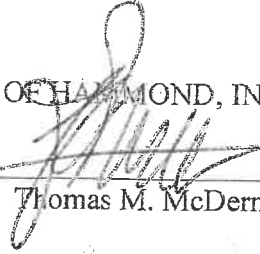
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above, to be effective on the Effective Date of this Agreement.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE OF CITY OF HAMMOND, INDIANA
TO
DEVELOPMENT AGREEMENT

CITY OF HAMMOND, INDIANA

BY:



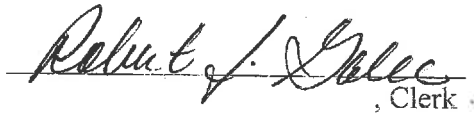
Thomas M. McDermott, Jr., Mayor

BY:



, Council President

ATTEST:


Clerk

SIGNATURE PAGE OF CITY OF HAMMOND REDEVELOPMENT COMMISSION
TO
DEVELOPMENT AGREEMENT

CITY OF HAMMOND
REDEVELOPMENT COMMISSION

By: *Tony Hayward*
Title: *PRESIDENT*

ATTEST:

By: *Cathy Nguyen*
Secretary

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

CITY OF HAMMOND ECONOMIC
DEVELOPMENT COMMISSION

By: Bonnie Henig
Title: President

ATTEST:

By: [Signature]
Secretary
ACF 2016
Joff + JEZMAR

SIGNATURE PAGE OF LEAR CORPORATION
TO
DEVELOPMENT AGREEMENT

LEAR CORPORATION
a Delaware corporation

By: Neil P. McHugh

Title: VICE PRESIDENT - GLOBAL TAX & TRADE