

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (“Agreement”) is made as of July 31, 2019 (the “Effective Date”), by and between **TOWER AUTOMOTIVE OPERATIONS USA I, LLC**, a Delaware limited liability company, (successor in interest to Tower Automotive Operations USA III, LLC and Tower Automotive Products Company, Inc.), having its principal address at 17672 Laurel Park Drive N, Suite 400E, Livonia, Michigan 48152 (“Seller”), and **the Redevelopment Authority of the City of Milwaukee**, a Wisconsin statutory redevelopment authority, with an address at 809 North Broadway, 2<sup>nd</sup> Floor, Milwaukee, WI 53202 (“Purchaser”). Seller and Purchaser are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WHEREAS, Seller is the owner of certain Property (as defined below) located in Milwaukee, Wisconsin; and

WHEREAS, Purchaser desires to purchase the Property from Seller, and Seller desires to sell the Property to Purchaser upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

### **1. Property.**

1.1 Purchaser agrees to purchase 3940 North 35<sup>th</sup> Street (the “Property”) from Seller, and Seller agrees to sell to Purchaser on the terms and subject to the conditions set forth in this Agreement, approximately 13.7 acres of vacant land located in the City of Milwaukee, State of Wisconsin, located at or near the intersection of 35<sup>th</sup> Street and Capitol Drive, as more particularly described and set forth in the Title Commitment attached hereto as **Exhibit A**.

### **2. Purchase Price.**

2.1 The purchase price for the Property shall be an amount equal to Two Hundred and Fifty Thousand and 00/100 U.S. Dollars (U.S. \$250,000.00) (the “Purchase Price”), subject to agreed upon Closing adjustments. The Purchase Price shall be payable to Seller at Closing in certified funds or by wire transfer of funds immediately available to Seller’s account, at Seller’s election.

### **3. Earnest Money.**

3.1 Intentionally Deleted.

### **4. Title.**

4.1 Seller agrees to convey good and marketable title to the Property to Purchaser by a special warranty deed (the “Deed”), free and clear of all liens and encumbrances, subject to the exceptions that are permitted by this Agreement, including, without limitation, those listed below:

- (a) Any and all provisions of any ordinance, municipal regulation or public or private law inclusive of zoning, building, planning, and use codes, regulations and restrictions and agreements entered under them, if any, entitlement, conservation restriction and other land use and environmental laws and regulations, and inland wetlands and watercourses laws, rules and regulations as established in and for Milwaukee, Wisconsin;
- (b) Any and all real estate taxes and other governmental assessments, or charges becoming due and payable following the Closing Date;
- (c) Any and all exceptions, restrictions, easements, imperfections of title, charges, rights-of-way and other liens or encumbrances that do not materially interfere with the present use of the Property or which would be disclosed by a survey;
- (d) Rights of utility companies to maintain and repair lines, poles, conduits and related equipment, if any, on, over or under the Property;
- (e) Deed Restriction recorded July 13, 2000, in the Register's Office for Milwaukee County, Wisconsin, Document 7935390, pages 000229664 through 000229666, attached hereto as Exhibit B;
- (f) Groundwater Use Restriction recorded on July 14, 2000, in the Register's Office for Milwaukee County, Wisconsin, Document 7935755, pages 000230608 through 000230614, attached hereto as Exhibit B; and
- (g) Easements, agreements, restrictions and other matters of record disclosed in the Title Commitment (as defined below), and any further restrictions and encumbrances, to which Purchaser has not timely objected pursuant to Section 4.3 below;

((a) through (g) above collectively, "Permitted Encumbrances").

4.2 Purchaser shall promptly (but in no event later than five (5) days) following the Effective Date, order an updated commitment for a policy of title insurance ("Title Commitment") issued by an agent of Title Company for the Property, in the amount of the Purchase Price, with Purchaser as the named insured, and cause the Title Commitment to be delivered to Purchaser and Seller upon completion. The cost of the Title Commitment shall be borne by Purchaser. Purchaser shall pay any and all costs of providing title evidence required by the lender, if any.

4.3 In the event any exceptions appear in the Title Commitment or title documents other than the Permitted Encumbrances and standard printed exceptions, that are unacceptable to Purchaser, then Purchaser shall, within five (5) days after Purchaser's receipt of the Title Commitment, notify Seller, in writing (the "Title Objection Notice"), of such fact. Any such exceptions not objected to by Purchaser shall be Permitted Encumbrances; provided, however, that mortgage liens, judgment liens, mechanic's liens, tax liens and other liens of definite or ascertainable amounts which are capable of being cleared from title by the payment of a sum certain ("Monetary Liens") shall not be Permitted Encumbrances under any circumstances,

regardless of whether or not Purchaser objects thereto in accordance herewith, and Monetary Liens, if any, created by Seller may be cleared from title at Closing by the payment or escrowing of sufficient funds to cause such exceptions to be removed from Purchaser's title policy, such payments to be made by Seller. Any exceptions objected to by Purchaser, exceptions raised by the Title Company subsequent to the date of Purchaser's notice of objection for the first time and any Monetary Liens shall hereinafter be called "Unpermitted Exceptions". Seller shall give written notice to Purchaser within five (5) days of Seller's receipt of the Title Objection Notice as to whether Seller will cure the Unpermitted Exceptions at or prior to Closing and such undertaking to cure, if any, shall be a binding obligation of Seller under this Agreement. If Seller fails to confirm within such five (5) day period that it will undertake to cure any such Unpermitted Exception or if Seller notifies Purchaser that Seller is unwilling or unable for any reason whatsoever, in Seller's sole discretion, to correct the condition of title, Purchaser shall have the right to either (i) terminate this Agreement and neither party shall have any further liability hereunder, or (ii) elect to proceed to Closing, waive the Unpermitted Exceptions, and take title subject to such Unpermitted Exceptions, unless any such Unpermitted Exceptions is a Monetary Lien which Seller is obligated hereunder to cure, without any reduction in Purchase Price.

## **5. Due Diligence and Inspection.**

5.1 Purchaser, acknowledges and agrees, that prior to the Effective Date of this Agreement, Purchaser, and its agents, consultants, engineers, surveyors, contractors, and designees ("Purchaser's Agents") had opportunity to inspect the Property and to enter the Property for the purpose of performing inspections, tests, measurements, engineering and environmental studies, and generally obtaining information relating to the Property as Purchaser and Purchaser's Agents deemed appropriate. If at any time prior to Closing, Purchaser or Purchaser's Agents desire to enter upon and further inspect the Property, all at Purchaser's sole cost and expense, Purchaser shall give Seller five (5) days advance written notice of Purchaser's or Purchaser's Agents' entries and inspections so that Seller, at its option, may have a representative accompany Purchaser. Purchaser shall provide Seller with a list of Purchaser's Agents, along with a description of any inspections and tests each Purchaser's Agent intends to perform on the Property. Seller shall have the right to review and reasonably approve each Purchaser's Agents' entry (and the inspections and tests such Agent will perform upon the Property) prior to commencement. Purchaser shall not, and shall not permit Purchaser's Agents, at any time, to perform soil and water tests and core samples without Seller's prior written consent. Seller shall provide Purchaser keys necessary to access the Property, which keys Purchaser shall promptly return to Seller upon termination of this Agreement. Purchaser or Purchaser's Agents shall not unreasonably interfere with the use and enjoyment of the Property by Seller.

Purchaser acknowledges and represents that prior to the Effective Date, Purchaser conducted, or had opportunity to conduct, a Phase I or Phase II environmental assessment or any other environmental testing or inspection, including any geotechnical inspection or testing, including invasive testing, as Purchaser or Purchaser's Agents deemed necessary or appropriate. Purchaser represents that all prior environmental assessments or inspections, conducted by or on behalf of Purchaser or Purchaser's Agents was in accordance with the terms and provisions set forth in the Access Agreement for Environmental and/or Geotechnical Investigation ("Access Agreement") attached hereto as Exhibit C. In the event Purchaser seeks to conduct further environmental assessment, testing, or inspection, prior to Closing, Purchaser, including

Purchaser's Agents, agree that all work will be performed in accordance with and subject to the Access Agreement, including matters such as a detailed scope of the work plan for such testing, including location and number of soil borings, insurance, disposal of any contaminated materials, reasonable notice of access, hours for access, confidentiality of the results of such inspection and restoration of the Property. Any environmental, geotechnical, or other testing or inspection shall be at Purchaser's sole cost and expense, and conducted by an environmental consultant approved by Seller and pursuant to the terms of the Access Agreement. Purchaser's rights and obligations with respect to its environmental inspections contemplated by this Section shall be governed by, and subject to, the Access Agreement. Purchaser shall upon the express request of Seller, provide copies of any environmental assessment conducted by or on behalf of Purchaser to Seller.

Purchaser acknowledges that prior to the Effective Date, Seller has provided to Purchaser (i) Phase I Environmental Site Assessment dated June 2008; (ii) Environmental Site Assessment dated May 2007; (iii) Final Closure Letter from the Wisconsin Department of Natural Resources dated July 31, 2000; (iv) Ground Water Use Restriction recorded July 14, 2000; (v) Deed Restriction recorded July 13, 2000; (vi) Case Closure Letter from the Wisconsin Department of Natural Resources dated February 3, 2000; (vii) Post Closure evaluation dated June 1, 1998 by STS Consultants, Ltd.; (viii) Construction Report and Long Term Monitoring Program for Waste Containment Project dated July 1984; (ix) Letter from the Wisconsin Department of Natural Resources dated September 28, 1993; and (x) Evaluation of Former Pickle Liquor Disposal Site dated September 10, 1982.

To the extent Seller agrees to provide or has provided any documents or other information relating to the Property to Purchaser, Seller does not make any representation or warranty as to the accuracy or completeness of such documents and information delivered, and delivery of any documents or information related to the Property shall be solely as an accommodation to Purchaser and not as a substitute for Purchaser's own due diligence.

5.2 Purchaser agrees to indemnify and hold Seller and its members, managers, and officers, and their respective members, managers, partners, trustees, beneficiaries, employees, officers, directors and shareholders, (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, demands, actions, causes of action, suits, claims, losses, damages, costs and expenses (including without limitation, reasonable attorneys' fees, court costs and litigation expenses) suffered or incurred by any of the Indemnified Parties as result of, or in connection with, any activities of Purchaser or Purchaser's Agents on or about the Property, including, without limitation, mechanics' liens, damage to the Property or adjacent property resulting from Purchaser's or Purchaser's Agents' activities on the Property during its due diligence review or otherwise, including activities prior to the Effective Date. In the event that the Property is disturbed, altered or damaged by Purchaser or Purchaser's Agents in any way as a result of such activities, Purchaser shall promptly repair or restore the Property to its condition existing prior to the commencement of such activities which disturbed, alerted or damaged the Property. However, nothing herein shall make Purchaser liable for any existing environmental conditions even if discovered by Purchaser's or Purchaser's Agents' activities, except to the extent any existing conditions are exacerbated by Purchaser's or Purchaser's Agents' activities or Purchaser's or Purchaser's Agents' activities are in violation of any deed restrictions or other agreements in effect as of the date hereof governing use of the Property and operations upon the Property. Nothing in this paragraph shall be construed as a waiver of any defenses or immunities

to which Purchaser is entitled under statutory or common law. The provisions of this Section 5 shall survive the Closing or earlier termination of this Agreement.

**6. Seller's Representations and Warranties.** Seller makes the following representations and warranties to Purchaser, each of which are true, accurate, and complete and not misleading in any material respect as of the Effective Date:

6.1 Seller is duly organized and in good standing in the State of Delaware.

6.2 All necessary action to approve, execute, deliver, and perform this Agreement has been taken by Seller, and this Agreement is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

6.3 Seller, through the person(s) executing this Agreement, has full power and authority to enter into this Agreement, and to assume and perform all of Seller's obligations under this Agreement.

6.4 Except for Colliers (whose commissions shall be paid by Seller pursuant to separate agreement), neither Seller, nor its members, managers, officers and agents, has incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement. Seller shall indemnify, defend, and hold harmless Purchaser against any and all claims, damages, loss, cost or expense, including reasonable attorneys' fees, or other liability of any nature incurred by reason of the breach of any warranty or representation contained in this Section 6.4. The provisions of this Section 6.4 shall survive Closing or the termination of this Agreement.

6.5 Such representations and warranties shall be deemed to have been made again by Seller as of the Closing Date and shall be true, accurate, and complete and not misleading in any material respect, but shall not survive the Closing, except as expressly provided otherwise herein.

**7. Purchaser's Representations and Warranties.** Purchaser makes the following representations and warranties to Seller, each of which are true, accurate and complete and not misleading in any material respect as of the Effective Date:

7.1 Purchaser is duly organized and in good standing in the State of Wisconsin.

7.2 Purchaser shall take all actions necessary to obtain any required approval to execute, deliver, and perform this Agreement, and this Agreement is the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

7.3 Purchaser, through the person(s) executing this Agreement, has full power and authority to enter into this Agreement, and to assume and perform all of Purchaser's obligations under this Agreement.

7.4 Such representations and warranties shall be deemed to have been made again by Purchaser as of the Closing Date and shall be true, accurate and complete and not misleading in any material respect, and shall survive the Closing.

**8. Contingencies.** Purchaser's obligation to consummate the Purchase is contingent upon:

8.1 Purchaser shall have obtained approval from the City of Milwaukee at a meeting scheduled to occur on July 30, 2019.

8.2 Purchaser shall have determined, in its sole discretion, that Seller is providing the Property with good and marketable title by the Deed, subject only to the Permitted Encumbrances.

8.3 Purchaser shall have determined, in its sole discretion, that any easements, restrictive covenants, restrictions, land use regulations or other encumbrances affecting the Property will not affect adversely or restrict Purchaser's intended use of the Property. Purchaser shall have also determined, in its sole discretion, that the Title Commitment and Survey, as such may be modified pursuant to Section 4.1, are acceptable.

8.4 Purchaser shall have determined, in its sole discretion, that it is satisfied with the Property's physical and environmental condition.

8.5 It is expressly agreed that, except as stated in Sections 8.1 through 8.6, there are no other conditions or contingencies to this Agreement.

8.6 From the Effective Date through the waiver or satisfaction of the conditions set forth above, Purchaser agrees to provide Seller regular email updates regarding the progress of such conditions. Seller agrees to reasonably cooperate with Purchaser in satisfying the conditions described in Sections 8.1 through 8.6 of this Agreement (including, but not limited to, petitioning any governmental entity with jurisdiction over the Property and executing any documents reasonably necessary to satisfy such conditions) and in applying for such governmental or other economic incentives or grants as Purchaser deems desirable in connection with the Property; provided, however, that Seller shall not be required to assume any additional expense or liability in connection with, or as part of such cooperation.

**9. Purchaser Covenant.**

Purchaser hereby acknowledges, and covenants and agrees to maintain and comply with, all requirements, restrictions and obligations required by those certain conditions of closure and deed and use restrictions contained in the attached Exhibit B, including without limitation, the maintenance of a WDNR approved containment structure and engineered cap and observance of groundwater and other land use restrictions described therein. Purchaser further covenants to use its best efforts to require of any subsequent transferees of all or any relevant part of the Property in perpetuity future compliance with and maintenance of such conditions of closure and deed and use restrictions.

**10. Closing Adjustments.**

Seller shall be responsible for the payment of all real estate taxes and municipal assessments due and payable prior to the Closing Date and Purchaser shall be responsible for the payment of all real estate taxes and municipal assessments due and payable from and after the Closing Date, regardless of the applicable tax period, except that with respect to the calendar year in which the Closing Date occurs, the real estate taxes, and private and municipal charges shall be

prorated in accordance with the local custom of the county in which the real estate is located. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to Closing. Net general real estate taxes shall be prorated based on the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year. Purchaser shall be responsible for the payment of all property taxes due and payable after the Closing Date without regard to lien date. If, as of the Effective Date, the Property, or any part thereof, shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments of which the first installment is then due or has been paid, then for purposes of this Agreement, all the unpaid installments of any such assessment which are to become due and payable prior to the Closing Date shall be paid by Seller (or credited to Purchaser). All subsequent installments will be the responsibility of the Purchaser. If any assessments are levied against the Property between the Effective Date and the Closing Date, and such assessments are levied in connection with (i) Purchaser's activities upon the Property pursuant to this Agreement or the Access Agreement, or (ii) Purchaser's intended use of the Property, then Seller shall have no obligation to pay such assessments, regardless of when any installments of such assessments come due. Purchaser shall be solely responsible for and shall pay any reassessments or taxes generated by any reclassification of the Property or otherwise resulting from the conveyance of the Property.

## **11. Closing.**

11.1 The closing on the sale of the property as contemplated by this Agreement ("Closing") shall take place on or before July 31 2019, or such other date as agreed to by Seller and Purchaser in writing (the "Closing Date"). The Closing shall occur via escrow, and the parties shall execute and deliver the documents to the Title Company.

11.2 At Closing, Seller shall execute and/or deliver the following:

- (a) The Deed, duly executed and acknowledged, in recordable form, subject to the Permitted Encumbrances;
- (b) A duly executed closing settlement statement setting forth the Purchase Price and Closing adjustments;
- (c) Any other documents reasonably necessary or legally required to complete and evidence the Purchase and/or to cause the Title Company to issue the title policy contemplated by Section 4.2; and
- (d) Actual physical possession of the Property.

11.3 At Closing, Purchaser shall execute and/or deliver the following:

- (a) Certified funds or federal wire funds transfer (at the option of Seller) of immediately available funds in the amount of the Purchase Price, adjusted by prorations and other charges under this Agreement;
- (b) A duly executed closing settlement statement setting forth the Purchase Price and Closing adjustments; and

- (c) Any other documents reasonably necessary or legally required to evidence the Purchase and consummate the contemplated transaction.

11.4 Closing Expenses.

- (a) Except as otherwise expressly provided in this Agreement, each Party will bear its own expenses incurred in connection with the preparation, execution, and performance of this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants; it being understood that Purchaser shall be solely responsible for the costs of any due diligence inspections conducted by or on behalf of Purchaser, including but not limited to any environmental studies or assessments.
- (b) Purchaser shall be responsible for all costs associated with the issuance of the Title Commitment and title insurance policy, it being understood that Seller shall not be responsible for paying any costs or fees associated with the title commitment, title insurance policy, endorsements or other items requested by Purchaser other than a basic title insurance policy, with all standard exceptions, and all Unpermitted Exceptions that Seller has elected to remove, removed.
- (c) Seller shall be responsible for any transfer tax (“Transfer Taxes”) due upon the recording of the Deed. If any state or local governmental authority requires, now or in the future, the payment of any sales or similar tax upon the sale, use or disposition of any portion of the Property, other than the Transfer Taxes paid at Closing, Purchaser assumes all responsibility for and shall pay the same, holding Seller harmless from such taxes and any interest thereof.
- (d) Seller and Purchaser shall share equal responsibility for all recording fees (other than recording fees related to items necessary to clear title) and for all Title Company closing fees.

**12. No Other Warranties, Release of Seller.**

12.1 No Other Warranties. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, PURCHASER IS ACQUIRING THE PROPERTY “AS IS” WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY UNDERGROUND OR ABOVEGROUND TANKS, PITS, SUMPS,**



**DRUMS OR OTHER CONTAINERS, OR ANY POLLUTANT OR HAZARDOUS MATERIALS ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THEIR OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, AND BUILDING AND FIRE CODES, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OF OR MATERIALS UTILIZED IN THE PROPERTY, (G) THE STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY AND PURCHASER SHALL NOT SEEK RECOURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY PURCHASER WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (H) ABOVE. PURCHASER ACKNOWLEDGES THAT PURCHASER HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED ON BEHALF OF SELLER OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY SELLER WITH RESPECT TO THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN MADE OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF SELLER CONCERNING THE PROPERTY AND SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION. THIS SECTION SHALL SURVIVE CLOSING.**

12.2 Special Environmental Provisions. In furtherance and not in limitation of the disclaimers, waivers, agreements, and acknowledgements of Purchaser set forth in Section 12.1, prior to the Closing Date, Purchaser has had the opportunity, at its expense, to perform such inspections, investigations, and assessments and make evaluations of the following, all as Purchaser deemed and deems necessary and appropriate to be satisfied with the Property: (i) environmental conditions of the Property, including without limitation, the soils, groundwater, air, surface water, and any buildings and improvements thereon; (ii) any investigatory or remedial activities previously performed; (iii) the locations of physical components associated with investigating and monitoring environmental conditions, including without limitation, the treatment systems, if any, and equipment associated therewith, such as wells, equipment, both below and above ground; and (iv) any conditions, restrictions, restrictive covenants, disclosures, or other matters (collectively, the “Environmental Information”).

From and after Closing, Purchaser, at its sole expense, shall be solely responsible for complying with all requirements, duties and obligations of all environmental laws and shall take all precautions necessary or required under the environmental laws which relate to or apply with respect to Purchaser's presence or activities on or about or use of the Property, including without limitation, any due care obligations, groundwater, use, or other restrictions. Purchaser further covenants to use its best efforts to require any subsequent transferees of all or any relevant part of the Property in perpetuity further compliance with and maintenance of any conditions and use restrictions imposed on the Property. Notwithstanding anything to the contrary herein, this Section shall survive the Closing.

12.3 Release of Seller. Purchaser and Purchaser's successors and assigns, hereby release Seller, and all of Seller's members, managers, officers, directors, employees, advisors and other agents (the "Seller Parties") from, and irrevocably and unconditionally waives all claims and liability against the Seller Parties for or attributable to, the following:

- (a) any and all statements or opinion heretofore or hereafter made, or information furnished, by or on behalf of any Seller Party to the Purchaser or any of the Purchaser's agents; and
- (b) any and all losses, costs, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, attributable to the Property, whether arising or accruing before, on or after the Closing and whether attributable to events or circumstances which have heretofore or may hereafter occur, including, without limitation, all losses, costs, claims, liabilities, expenses, demands and obligations with respect to the structural, physical, or environmental condition of the Property, including, without limitation, claims or liabilities relating to the presence, discovery or removal of any hazardous materials in, at, under or about the Property; provided, however, that the release, waivers and disclaimers set forth in this Section are not intended and shall not be construed to waive, affect or impair any rights or remedies that Purchaser may have against Seller as a result of (i) a breach of any covenant of the Seller expressly set forth in this Agreement; or (ii) any intentional misrepresentations by Seller to Purchaser.

Purchaser acknowledges and agrees that (1) Purchaser may hereafter discover facts different from or in addition to those now (or at the Closing) known to Purchaser, (2) the Purchaser's agreement to release, acquit and discharge the Seller Parties as set forth in this Section shall remain in full force and effect notwithstanding the existence or discovery of any such additional or different facts, and (3) Purchaser irrevocably covenants never to commence or prosecute, against Seller or any other Seller Party any action or proceeding based upon any claim covered by the foregoing release.

The releases contained in this Section and elsewhere in this Agreement include claims that Purchaser is presently unaware of or that Purchaser does not presently suspect to exist, which, if known by Purchaser, could or would materially affect Purchaser's release of Seller and the other

Seller Parties. Purchaser specifically waives the provisions of any law of any state, territory or jurisdiction the import of which is as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by the creditor must have materially affected the creditor's settlement with the debtor.

Notwithstanding anything to the contrary in this Agreement, the provisions of this Section shall survive the Closing.

12.4 Indemnification. Without limiting the foregoing, from and after the Closing Date, Purchaser shall indemnify and hold Seller harmless from any and all claims, liabilities, obligation, losses, damages or expenses (including reasonable attorneys' fees and costs of cleanup and remediation) arising from any breach, deviation, departure or failure to adhere to any environmental, groundwater, use, or other restrictions on the Property, by Purchaser, its employees acting within the scope of their employment, contractors, successors or assigns, including without limitation, using the safeguards and precautions appropriate for the property history and conditions. Without limiting the foregoing, Purchaser acknowledges and agrees that except as expressly set forth in this Agreement, Seller is not liable or responsible for or bound in any manner by (and Purchaser has no relief upon) any oral or written or supplied guarantees, statements, information or inducements pertaining to the Property or any part thereof, such condition and such operation and any other information respecting same furnished by or obtained from Seller or any agent or representative of Seller. Nothing in this paragraph shall be construed as a waiver of any defenses or immunities to which Purchaser is entitled under statutory or common law.

12.5 Purchaser Acknowledgement. Purchaser understands the legal significance of the foregoing provisions of this Section 12 and acknowledges and agrees that (i) the provisions of this Section constitute a material and essential inducement to Seller's execution and delivery of this Agreement and the Seller's willingness to agree to accept the Purchase Price for the Property and (ii) the Seller is unwilling to sell the Property to the Purchaser unless the Seller and the other Seller Parties are expressly released, indemnified, defended, and held harmless as set forth in the foregoing provisions of this Section. Notwithstanding anything to the contrary in this Agreement, the provisions contained in this Section 12 (including 12.1, 12.2, 12.3, 12.4, and 12.5) shall survive the Closing.

### **13. Miscellaneous.**

13.1 Binding Effect. This Agreement shall bind and benefit Seller, Purchaser and their respective successors and permitted assigns.

13.2 Assignment. Purchaser may not assign this Agreement without the prior written consent of Seller, provided however, Purchaser may assign its interests hereunder to any legal entity owned by Purchaser or in which Purchaser is a member, formed to consummate the transaction contemplated by this Agreement. Purchaser shall notify Seller of the entity that will be taking title to the Property at least ten (10) days prior to Closing. No assignment by the Purchaser, however, shall release the Purchaser, individually, from liability for the performance of all obligations contained in this Agreement.

13.3 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), or (c) three (3) days after mailed by registered or certified mail with postage prepaid (return receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other Parties):

If to Purchaser:           Redevelopment Authority of the City of Milwaukee  
809 North Broadway, 2<sup>nd</sup> Floor  
Milwaukee, WI 53202  
Attention: Executive Director

If to Seller:                Tower Automotive Operations USA I, LLC  
17672 Laurel Park Drive N, Suite 400E  
Livonia, Michigan 48152  
Attention: Legal Department

13.4 Confidentiality and Public Records. Except as required by law or court order, all documents and information delivered by Seller to Purchaser and all other confidential and proprietary information, records, reports and other related materials, secured by the Purchaser either from Seller or from any other source, including any environmental or engineering reports, shall be kept strictly confidential. Except as required by law or court order, all information relating to the Property shall be kept confidential in accordance with this provision. Purchaser agrees not to disclose to anyone, other than to its representatives, employees, attorneys and agents any information provided by Seller to Purchaser. Purchaser and Seller shall not, without the prior written consent of the other Party, issue any press release or otherwise make any public statement or public disclosure regarding this Agreement or the transactions contemplated hereby, except to the extent required under Wisconsin's Public Records Law.

Both Parties understand that Purchaser is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Seller acknowledges that it is obligated to assist Purchaser in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Seller under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement, and that Seller must defend and hold Purchaser harmless from liability due to Seller's fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of the final payment under this Agreement.

13.5 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin that are applied to contracts made and to be performed in that State.

13.6 Risk of Loss. The risk of loss or damage to the Property and all liability to third persons until Closing shall, except as otherwise expressly provided herein, be borne by Seller.

13.7 Further Assurances. Seller and Purchaser each agree to use commercially reasonable efforts to comply with all conditions to be complied with by them under this Agreement, to take all other action reasonably necessary to complete the transaction contemplated by this Agreement, to cause the purchase and sale of the Property to be consummated with all reasonable dispatch and to refrain from any action that is inconsistent with that result. Each Party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

13.8 Waiver. Either of the Parties shall have the right to excuse or waive performance by the other Party of any obligation under this Agreement by a writing signed by the Party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Purchaser of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

13.9 Interpretation. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party using this Agreement or any part of this Agreement to be drafted. Each of the Parties shall pay its own fees, costs, and expenses, including attorney's fees, incurred in connection with the negotiation, preparation, execution, and delivery of this Agreement, and the Parties acknowledge that each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases were stricken or otherwise eliminated from this Agreement, whether or not other words or phrases were added, this Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement, and no implication or inference will be drawn from the fact that the words or phrases were stricken or otherwise eliminated.

13.10 Time Periods. If the date for performance of any obligation hereunder or the last day of any time period provided for herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made and completed if made and completed no later than 5 p.m. (Eastern Standard Time) on the day for performance.

13.11 Survival. Unless specifically stated to the contrary, all terms and conditions of this entire Agreement which do not by the terms of this Agreement expressly survive shall be null and void and of no further force and effect upon delivery of the Deed as provided in this Agreement

13.12 Amendments; Modification. This Agreement may not be amended, altered or modified unless done so in writing by the Party against whom enforcement of any waiver, change, modification, or discharge is sought.

13.13 Counterparts. This Agreement may be signed in two (2) or more counterparts, and by facsimile or electronic means that cannot be altered (i.e. pdf), which together shall comprise a single agreement.

13.14 Entire Agreement. This Agreement and the exhibits to this Agreement contain all of the representations and statements by Seller and Purchaser to one another and express the entire understanding and agreements between Seller and Purchaser with respect to the Purchase. All prior and contemporaneous communications concerning the Purchase are merged in and replaced by this Agreement.

13.15 Severability. Wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction determines any one or more of the provisions contained in this Agreement to be illegal, excessively broad or unenforceable, this Agreement shall be construed so that the remaining provisions contained herein shall not in any way be affected thereby but shall remain in full force and effect, and any such illegal, overbroad or unenforceable provision(s) shall be deemed deleted to the extent necessary to render the same valid and enforceable in such jurisdiction.

13.16 Recording. Purchaser may not record an affidavit of interest (or any similar interest) asserting or disclosing any interest in the Property and a breach of this provision shall constitute a default and entitle Seller to terminate Purchaser's rights hereunder in addition to any other available remedies.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have executed, sealed and delivered this Real Estate Purchase and Sale Agreement as of the date first written above.

**PURCHASER:  
REDEVELOPMENT AUTHORITY OF THE CITY  
OF MILWAUKEE**

By: \_\_\_\_\_  
Name: David Misky  
Title: Assistant Executive Director/Secretary

By: \_\_\_\_\_  
Name: Frances Hardrick  
Title: Board Chair

**SELLER:  
TOWER AUTOMOTIVE OPERATIONS USA I,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Content, Form, and Execution

\_\_\_\_\_  
Jeremy R. McKenzie,  
Assistant City Attorney

**EXHIBIT A**

**Legal Description of Property**



**EXHIBIT B**

**Deed Restriction and Groundwater Use Restriction**

**EXHIBIT C**

**Form of Access Agreement for  
Environmental and Geotechnical Investigation**

**ACCESS AGREEMENT FOR ENVIRONMENTAL INVESTIGATION  
AND/OR GEOTECHNICAL INVESTIGATION**

**THIS ACCESS AGREEMENT** (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between **TOWER AUTOMOTIVE OPERATIONS USA I, LLC**, a Delaware limited liability company, (successor in interest to Tower Automotive Operations USA II, LLC and Tower Automotive Products Company, Inc.), having its principal address at 17672 Laurel Park Drive N, Livonia, Michigan 48152 ("Seller"), and **Redevelopment Authority of the City of Milwaukee** ("Purchaser"). Seller and Purchaser are sometimes referred to in this Agreement collectively as the "Parties."

**WHEREAS**, Seller is the owner of approximately 13.7 acres of vacant land in Milwaukee, Wisconsin (the "Land"); and

**WHEREAS**, Seller and Purchaser have entered into that certain Real Estate Purchase and Sale Agreement, dated July 31, 2019 (the "Purchase Agreement") for the purchase and sale of the Land to Purchaser; and

**WHEREAS**, Purchaser desires access to the Land for the purpose of conducting environmental and/or geotechnical subsurface investigations, which may include a Phase I Environmental Site Assessment, a Phase II Environmental Investigation, including soil and groundwater sampling, and/or drilling of test borings and the collecting of soil samples for geotechnical parameters (e.g., moisture content, Atterberg limits, particle size) (the "Work"), which will be conducted pursuant to the terms of this Agreement. The full scope of Work permitted by this Access Agreement shall be submitted to Seller for approval prior to commencement of any Work (the "Workplan"). Additional Work requested by Purchaser, if acceptable to Seller, will be permissible only via written amendment of this Agreement and the Workplan.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Grant of Access.** Seller hereby grants to Purchaser and its employees, agents, consultants, and contractors (collectively, "Purchaser's Representatives") a license to enter upon the Land to conduct the Work, as described in the approved Workplan, and subject to the terms of this Agreement, and for no other purpose. The Workplan shall be approved by Seller prior to any Work, and shall identify Purchaser's representatives and its environmental and/or engineering consultant, as applicable for the work to be performed. The Workplan shall further include, without limitation, a detailed description of the scope of work, a site plan depicting the number and location of any borings, any laboratory or other tests to be conducted and the testing process, disposal plan for any contaminated materials, restoration plan, and the proposed schedule for investigation.

**2. Notice and Timing.** The Work and any related access shall be scheduled and coordinated with Seller's designated site contact Ron Henderson (248-231-1323 / [henderson.ron@towerinternational.com](mailto:henderson.ron@towerinternational.com)) no less than forty-eight (48) hours in advance of the

Work.

3. **Underground Utilities.** Purchaser shall assume full responsibility for ensuring that the Work will not disrupt any utilities presently providing service to the Land, including, but not limited to, water, sewer, gas, electric, telephone or drainage facilities (collectively, the "Utilities") and shall contact the Wisconsin Diggers Hotline at its own expense at least 48 hours prior to conducting any drilling, subsurface testing, or other intrusive testing associated with the Work, or such longer time period as may be prescribed by the Wisconsin Diggers Service for such activities. If drilling, subsurface testing, or other intrusive testing will be conducted in any area of the site where the Wisconsin Diggers Service has not cleared utilities, a private utilities locator contractor must be used. Purchaser shall hire any such private utilities locator contractor at Purchaser's own expense. Any liability arising from the disruption of the Utilities shall be paid by Purchaser following demand by Seller and Purchaser shall indemnify Seller for any liability arising from such disruption.

4. **Manner of Conduct.** Purchaser shall obtain all necessary permits, consents, approvals, and/or licenses and shall comply, and shall ensure that its consultants, contractors and subcontractors comply with all applicable federal, state or local laws, ordinances, rules, orders or regulations in conducting the Work. Purchaser shall take all reasonable and necessary precautions to ensure the safety of persons on or off the Land with respect to the Work. The Work shall be carried out in accordance with good and sound engineering practices and in a manner to avoid accident, damage, or harm to persons or property, and to avoid the creation or exacerbation of any environmental problems on the Land. Seller retains the right to be present for the Work and to obtain split samples at their sole cost and expense respectively.

5. **Waste Removal and Land Restoration.** Purchaser shall, at its sole cost and expense and with Purchaser named as the "generator" on any waste manifests, promptly remove and dispose of any materials that result from drilling, sampling and other activities associated with performance of the Work. Purchaser shall repair and restore any damaged or disturbed portion of the Land to the grade, appearance and nature that existed prior to performance of the Work to Seller's reasonable satisfaction. Such repair and restoration will include, without limitation, sealing of boreholes with non-contaminated soil, grout, concrete and/or other appropriate material and in compliance with applicable legal requirements.

6. **Costs and Expenses.** The Work and Purchaser's compliance with this Agreement shall be carried out at Purchaser's sole cost and expense (except for Seller's costs associated with the taking of split samples by Seller in accordance with Section 4).

7. **Insurance.** Prior to performance of the Work, Purchaser shall provide to Seller a copy or copies of insurance certificates evidencing that Purchaser's contractors and subcontractors maintain, at a minimum, the below coverages:

a. Workers Compensation (statutory amount) and Employer's Liability (\$1,000,000).

b. Commercial General Liability insurance of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extensions of coverage to

include Contractual Liability, Broad Form Property Damage, Products/Completed Operations, Cross Liability. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground).

c. Commercial Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence combined single limit of Bodily Injury and Property Damage coverage. Coverage shall extend to all owned, hired, or non-owned vehicles. In addition, coverage shall not contain exclusion for pollution.

d. Environmental Consultants (and/or Engineering, as applicable) Professional Liability with minimum limits of \$2,000,000 per claim. Policy shall not exclude claims involving pollution.

e. Contractor's Pollution Liability with minimum limits of \$2,000,000. This policy shall provide coverage for: On-site and Off-site third party claims coverage for bodily injury, sickness and disease sustained by any person including death and property damage, and any claim arising from owned and non-owned disposal sites utilized in the performance of this Agreement.

The Purchaser's insurance policies shall be Primary and Non-Contributory. Purchaser shall ensure that Seller shall be named as an additional insured on the policies listed above. In addition, Purchaser's insurance policies shall waive subrogation for the additional insured. All insurance policies required pursuant to this provision shall be written with reputable insurance carriers with a minimum A.M. Best rating of A-. Purchaser shall provide Seller with certificates from insurers demonstrating compliance with the minimum insurance requirements listed above before entering the Land and commencing the Work.

**8. Indemnification.** Purchaser agrees to indemnify and hold harmless Seller, and its members, partners, managers, officers, directors, employees and agents, from and against any and all claims, losses, damages, injuries, liabilities, penalties, forfeiture, suits, and the costs and expenses incident thereto (including the cost of defense, settlement, and reasonable attorney's, consultant's or other professional fees) which they may hereafter incur ("Indemnified Losses") as a result of death or bodily injury to any person, destruction or damage to any real or personal property, and the loss or interference with any use or service thereof, cleanup or other liability related to, contamination of or adverse effect on the environment, or any violation of governmental laws, rules, regulations, or orders caused by the performance of the Work, or any breach by Purchaser of any term of this Agreement, or any negligent act or omission of Purchaser or Purchaser's Representatives in the performance of the Work. Nothing in this paragraph shall be construed as a waiver of any defenses or immunities to which Purchaser is entitled under statutory or common law. This provision shall survive the termination of this Agreement.

**9. Confidentiality and Public Records.** Except as required by law or court order, Purchaser shall, and shall cause Purchaser's Representatives to hold and maintain as confidential, all information, documentation, data, and reports (draft and final) generated as a result of the Work (the "Confidential Information"). Except as required by law or court order, Purchaser and Purchaser's Representatives shall not disclose any Confidential Information to Seller unless and until requested by Seller, in which case disclosure shall be made promptly

and only to Seller. Purchaser and Purchaser's Representatives shall not disclose any Confidential Information to any third party unless obligated by operation of law or court order. If Purchaser or Purchaser's Representatives are so obligated, they immediately shall provide Seller with notice of such obligation prior to disclosing any Confidential Information and shall cooperate with Seller to the extent practicable, at Seller's request, so that Seller may seek an appropriate protective order to prevent the disclosure of any Confidential Information.

Both Parties understand that Purchaser is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Seller acknowledges that it is obligated to assist Purchaser in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Seller under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement, and that Seller must defend and hold Purchaser harmless from liability due to Seller's fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of the final payment under this Agreement. .

**10. Term of Agreement.** With the exception of Sections 5, and 7 through 12 (which shall survive the expiration of this Agreement), the term of this Agreement shall commence upon full execution by the parties and shall terminate after thirty (30) days, unless extended pursuant to a written agreement of the Parties.

**11. Notices.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be given in the manner prescribed by the Purchase Agreement.

**12. Governing Law.** The internal law, not the law of conflicts, of the State of Wisconsin shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement (excluding any conflicts-of-law rule or principle). All remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies.

**13. Amendment and Waiver.** This Agreement may be amended, and any provision of this Agreement may be waived; provided that any such amendment or waiver shall be binding on Seller only if such amendment or waiver is set forth in a writing executed by Seller and that any such amendment or waiver shall be binding upon Purchaser only if such amendment or waiver is set forth in a writing executed by Purchaser. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

**14. Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder of any party hereunder shall be assignable by such party without the prior written consent of the other parties.

**15. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

**16. No Strict Construction.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any person.

**17. Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed on signature pages exchanged by facsimile or other electronic means that cannot be altered (i.e. pdf).

[Remainder of page intentionally left blank]  
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed, sealed and delivered this Access Agreement for Environmental Investigation and/or Geotechnical Investigation as of the date first written above.

**PURCHASER:  
REDEVELOPMENT AUTHORITY OF THE CITY  
OF MILWAUKEE**

By: \_\_\_\_\_  
Name: David Misky  
Title: Assistant Executive Director/Secretary

By: \_\_\_\_\_  
Name: Frances Hardrick  
Title: Board Chair

**SELLER:  
TOWER AUTOMOTIVE OPERATIONS USA I,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Content, Form, and Execution

\_\_\_\_\_  
Jeremy R. McKenzie,  
Assistant City Attorney