

**FIRST AMENDED AND RESTATED  
ELECTRONICS AND INFORMATION TECHNOLOGY MANUFACTURING ZONE TAX  
CREDIT AGREEMENT  
BETWEEN  
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION  
AND  
SIO INTERNATIONAL WISCONSIN, INC., FEWI DEVELOPMENT CORPORATION, AND  
AFE, INC.**

This First Amended and Restated Electronics and Information Technology Manufacturing Zone Tax Credit Agreement (the "Agreement") is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation ("WEDC"), a public body corporate and politic authorized to certify businesses for tax credits pursuant to Wis. Stat. § 238.396, and SIO International Wisconsin, Inc., a Wisconsin corporation, FEWI Development Corporation, a Wisconsin corporation, and AFE, Inc., a Wisconsin Corporation (collectively, the "Recipients", and each a "Recipient"). Certain capitalized terms are defined in Section 1 of the Agreement.

**WITNESSETH**

**WHEREAS**, SIO International Wisconsin, Inc., FEWI Development Corporation, and AFE, Inc., submitted an Application and project plans to WEDC, and, in reliance on the materials and information submitted by the Recipients, WEDC certified the Recipients for Electronics and Information Technology Manufacturing Zone Tax Credits pursuant to Wis. Stat § 238.396(3);

**WHEREAS**, the Recipients and WEDC executed the original Electronics and Information Technology Manufacturing Zone Tax Credit Agreement on November 10, 2017 (the "Original Agreement");

**WHEREAS**, Section 25 of the Original Agreement provides that it may be amended in writing signed by the Recipients and WEDC, and the parties have determined that such amendment is reasonable and prudent;

**WHEREAS**, based on an updated project plan and Application materials provided by the Recipients, WEDC has determined that each Recipient is eligible to be certified for Electronics and Information Technology Manufacturing Zone Tax Credits, pursuant to Wis. Stat § 238.396(3); and in reliance on the materials and information provided by the Recipients, WEDC has determined that the Recipients are collectively eligible for up to Eighty Million Dollars (\$80,000,000) in Tax Credits; and

**WHEREAS**, this First Amended and Restated Electronics and Information Technology Manufacturing Zone Tax Credit Agreement amends and restates the Original Agreement in its entirety such that the Original Agreement shall have no force or effect as of the Effective Date of this Agreement;

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration for the foregoing and the representations, warranties, covenants, agreements, and conditions set forth in this Agreement, WEDC and Recipients agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Agreement" means this Agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 25 of this Agreement. This Agreement shall be governed by Wisconsin Statutes in effect as of the Effective Date of this Agreement.

(b) "Application" means the materials submitted by the Recipients and Recipients' Affiliate to WEDC relating to the allocation of Electronics and Information Technology Manufacturing Zone Tax Credits, as may have been updated, supplemented, or revised from time to time.

(c) "Capital Investment Tax Credits" means the Tax Credits the Recipients and Recipients' Affiliate are certified as eligible to earn under Wis. Stat. § 71.28(3wm)(bm).

(d) "Certification Date" means January 1, 2018, the date on which the eligibility to earn Tax Credits begins. No activities occurring prior to the Certification Date will be considered in allocating Tax Credits.

(e) "Claimant" means a person who is certified to claim tax benefits under Wis. Stat. § 238.396(3) and who files a claim under Wis. Stat. § 71.28(3wm). Upon mutual agreement between the Recipients and WEDC, additional affiliates may be certified as a Claimant in an amendment to this Agreement signed by WEDC and approved by WEDC's Awards Administration Committee and Board of Directors. For purposes of this Agreement, the Recipients and Recipients' Affiliate, as herein defined, are each a Claimant. Claimants certified for the first time in an amendment will only qualify for Tax Credits in accordance with such amendment.

(f) "Effective Date" means the date this Agreement becomes effective, which shall be the date when this Agreement has been fully executed by all relevant parties.

(g) "Electronics and Information Technology Manufacturing Zone" and "Zone" means the Recipients' and Recipients' Affiliate's business facilities in Racine County, Wisconsin, within the boundaries of the legal description set forth in Exhibit B, and all highways, easements, rights-of-way, or other lands designated by WEDC as required to install infrastructure for the Recipients' and/or Recipients' Affiliate's facilities, all of which, taken together, shall be an Electronics and Information Technology Manufacturing Zone designated pursuant to Wis. Stat. § 238.396(1m), and governed by Wisconsin Statutes.

(h) "Electronics and Information Technology Manufacturing Zone Tax Credits" and "Tax Credits" mean the tax credits the Recipients and/or Recipients' Affiliate are certified as eligible to receive under Wis. Stat. § 238.396(3), which, for the avoidance of doubt, includes Performance Credits.

(i) "For the Benefit of the Zone" means all services provided by a Full-Time Employee for a Recipient or Recipients' Affiliate in support of the activities of the Project, including services that support and/or benefit the operations located in the Zone. It also includes services not physically performed in the Zone, but performed in the State of Wisconsin, that support and/or benefit operations located in the Zone. Services solely related to residential, restaurant, or retail property development, or their operations, are not considered to be For the Benefit of the Zone.

(j) "Full-Time Employee" means an individual who is employed by a Recipient or Recipients' Affiliate in a Full-Time Job for which the annual pay is at least Thirty Thousand Dollars (\$30,000), and who is offered the retirement, health, and other benefits that are equivalent to the retirement, health, and

other benefits offered to an individual who is required to work at least two thousand and eighty (2,080) hours per year.

(k) "Full-Time Job" means a position filled by a Full-Time Employee whose entire Wages are treated as paid in Wisconsin under Wis. Stat. § 71.25(8)(b) and that is either: (1) in the Zone; or (2) outside the Zone, but within the State of Wisconsin and For the Benefit of the Zone.

(l) "Ineligible Capital Expenditures" means those expenses that do not count as Significant Capital Expenditures for the purpose of calculating Capital Investment Tax Credits under this Agreement, and include but are not limited to the following: Related Party or Person transaction expenses; accrued expenses; advertising and marketing expenses; consignment of machinery and equipment expenses; expenses not directly related to the Project in WEDC's reasonable discretion; expenses related to stabilizing a property to prevent deterioration prior to the start of construction or rehabilitation; financing and interest expenses; insurance premiums; intangible asset expenses; capitalization of any internal labor; maintenance expenses; operating expenses; research and development expenditures; general and administrative expenses; state and local permit fees; and lease payments for periods beyond the earning period outlined in Exhibit A.

(m) "Job Creation Tax Credits" means the Tax Credits the Recipients and Recipients' Affiliate are certified as eligible to earn pursuant to Wis. Stat. § 71.28(3wm)(b).

(n) "Partial-Year Employee" means an individual employed by a Recipient or Recipients' Affiliate who only worked part of the year due to their hiring or termination dates, who received a paycheck during the year, and who would have met the Full-Time Employee definition if they had worked the full year.

(o) "Project" means the economic investment activities related to locating and operating a technology and manufacturing ecosystem and supporting operations for and in the Electronics and Information Technology Manufacturing Zone, for which WEDC is certifying Recipients and Recipients' Affiliate as eligible for receiving Tax Credits.

(p) "Recipient" has the meaning set forth in the preamble of this Agreement. Each Recipient and Recipients' Affiliate shall be a Claimant for purposes of Wis. Stat. § 71.28(3wm)(a)1.

(q) "Recipients' Affiliate" means FII USA Inc., a Wisconsin corporation (identified as U.S. Taxpayer Identification Number 83-4032119), whom will pay costs and conduct some of the tax-credit earning activities related to the Project. Additional Claimants may be added as Recipients' Affiliates through a written amendment to this Agreement after review and approval by WEDC, which approval shall not be unreasonably withheld.

(r) "Related Party or Person" means a family member, such as a brother, sister, parent, grandparent, child, grandchild, spouse, or in-laws; a corporation, or an entity that owns more than Fifty Percent (50%) of the Recipients or Recipients' Affiliate; or any company which is part of the same controlled group of companies.

(s) "Significant Capital Expenditure" means a capitalized cost or lease payment related to tangible assets such as land, buildings, and equipment which are paid by Recipients and/or Recipients' Affiliate and are related to achieving the specific purpose of completing the Project. Significant Capital Expenditures include, but is not limited to, machinery and equipment, land costs, land improvements, infrastructure improvements, furniture and fixtures, construction and improvement costs. Notwithstanding

any other provision of this Agreement, Ineligible Capital Expenditures and investments solely related to residential, restaurant, or retail property or construction of such property will not be considered to be eligible Significant Capital Expenditures for purposes of this Project and this Agreement.

(t) "State Payroll" means the amount of payroll apportioned to the State of Wisconsin, as determined under Wis. Stat. § 71.25(8).

(u) "Wages" means wages under I.R.C. § 3306(b) of the Internal Revenue Code, determined without regard to any dollar limitation.

(v) "WEDC" means the Wisconsin Economic Development Corporation, together with its successors and assigns.

(w) "Zone Payroll" means the amount of State Payroll that is attributable to Wages paid to Full-Time Employees for services that are performed either: (1) in the Zone; or (2) that are performed outside of the Zone, but within the State of Wisconsin, and For the Benefit of the Zone. For purposes of calculating Zone Payroll, if a Full-Time Employee's Wages are in excess of \$100,000, then that Full-Time Employee's Wages will be treated as \$100,000; for Partial-Year Employees, this \$100,000 cap will be pro-rated to match the period of employment.

**2. Duration of Agreement.** Subject to the limitations provided in the terms of this Agreement, and in Wisconsin Law, the allocation of Electronics and Information Technology Manufacturing Zone Tax Credits under Wis. Stat. § 238.396 shall be effective for, and can be earned over a period of, up to Ninety-Six (96) consecutive months, commencing at 12:00 a.m. on the Certification Date and expiring at 11:59 p.m. on December 31, 2025 ("Initial Term").

**3. Certification of Recipients for Tax Benefits.** Subject to the terms and conditions set forth in this Agreement, and in accordance with Wisconsin Statute Chapters 71 and 238, WEDC hereby certifies that the Recipients and/or Recipients' Affiliate are collectively eligible for up to Eighty Million Dollars (\$80,000,000) in Electronics and Information Technology Manufacturing Zone Tax Credits for the Recipients' and Recipients' Affiliate's Fiscal Years ending 2020 through 2025.

**4. Recipients' Intentions and Obligations.** The Recipients will, or will cause Recipients' Affiliate to:

(a) Carry out the Project in good faith and substantially in accordance with the Application and the terms and conditions of this Agreement and comply with all laws, statutes, rules, regulations, judgments, and orders that are applicable to their businesses.

(b) Make, to the best of Recipients' ability, Significant Capital Expenditures in the Zone.

(c) Maintain in the Zone a total value of Significant Capital Expenditures equal to the value of the Significant Capital Expenditures made in the Zone, for which the Recipients and/or Recipients' Affiliate have been verified to receive Capital Investment Tax Credits, titled in the name of a Recipient or Recipients' Affiliate, and sited in the Zone through the Initial Term. For the avoidance of doubt, maintenance of Significant Capital Expenditures includes when assets that qualify as Significant Capital Expenditures are made by one Recipient or Recipients' Affiliate and then transferred to, and maintained by, another Recipient or Recipients' Affiliate.

(d) Maintain, on a year-to-year basis, the number of Full-Time Jobs hired either in the Zone, or outside of the Zone but within the State of Wisconsin and For the Benefit of the Zone through the Initial Term.

(e) Make the Area I Special Assessment payments, Area II/III Special Assessment payments, and/or Makeup Payments in accordance with, and as those terms are defined in, the Development Agreement between the Recipients, the Village of Mount Pleasant, and Racine County dated December 01, 2017, or any amendments, restatements, or replacements thereof; provided, however, that nothing herein shall be construed as to prohibit the Recipients from seeking a clarification and/or determination of the rights and obligations under the Development Agreement, and Recipients shall not be in default of, and no “Event of Default” shall exist under, this Agreement if any outstanding Area I Special Assessment payments, Area II/III Special Assessment payments, and/or Makeup Payments are made within ninety (90) days after a final determination. As used herein, “a final determination” means a decision, judgment, decree or other order by any court of competent jurisdiction, which decision, judgment, decree or other order has become final and not subject to further appeal.

**5. Eligibility for Tax Credits.** The Recipients and Recipients’ Affiliate are certified to receive Electronics and Information Technology Manufacturing Zone Tax Credits up to the annual amounts detailed in the Disbursement Schedule attached as Exhibit A. The actual amount of Electronics and Information Technology Manufacturing Zone Tax Credits that each Recipient and/or Recipients’ Affiliate will be able to earn is dependent on: (1) each Recipient’s and/or Recipients’ Affiliate’s actual employment levels; (2) Wages paid to Full-Time Employees in Full-Time Jobs; and (3) actual Significant Capital Expenditures incurred by each Recipient and/or Recipients’ Affiliate.

**6. Calculation of Tax Credits.** After all Recipients submit all of the reporting and documentation required by Sections 7(b) and 7(c) of this Agreement, and provided that WEDC is satisfied that the requirements to earn Tax Credits have been satisfied and no Recipient has breached the Agreement, and subject to the terms and conditions of this Agreement and applicable Wisconsin law, the Tax Credits will be calculated as follows:

(a) Annual Thresholds to Earn Tax Credits: As a threshold to be eligible to earn any Tax Credits in a particular year the Recipients and/or Recipients’ Affiliate (in combination) must have created at least eighty percent (80%) of the Target Cumulative Full-Time Employees in Full-Time Jobs, as detailed in the Disbursement Schedule attached as Exhibit A. For the purpose of counting the number of Full-Time Jobs at the end of the year, Full-Time Employees and Partial-Year Employees whose employment has not been terminated will count.

(b) Job Creation Tax Credits.

(i) In order to earn any Job Creation Tax Credits in a particular year, the Recipients and/or Recipients’ Affiliate (in combination) must pay an average annual wage of at least Fifty-Three Thousand, Eight Hundred Seventy-Five Dollars (\$53,875) to Full-Time Employees in Full-Time Jobs. The average annual wage will be calculated by dividing the sum of the annualized Wages of all Full-Time Employees employed by the Recipients and/or Recipients’ Affiliate (in combination) in Full-Time Jobs as of the end of the year (the portion of a Full-Time Employee’s Wages that exceeds Four Hundred Thousand Dollars (\$400,000) will not be included in the calculation to determine average annual wage) by the number of all Full-Time Employees employed in Full-Time Jobs as of the end of the year.



(ii) Subject to the Recipients and/or Recipients' Affiliate (in combination) satisfying the requirements in Sections 6(a) and 6(b), the Recipients and/or Recipients' Affiliate (in combination) will be eligible to earn up to Twenty Million, Three Hundred Thousand Dollars (\$20,300,000) in Job Creation Tax Credits according to the Disbursement Schedule attached as Exhibit A. WEDC will calculate Job Creation Tax Credits pursuant to Wis. Stat. § 71.28(3wm)(b), as follows:

- a. First, determine the Zone Payroll for the period for Full-Time Employees and Partial-Year Employees employed by the Recipients and Recipients' Affiliate (in combination); and
- b. Second, multiply the Zone Payroll by seventeen percent (17%).

(iii) The total amount of Job Creation Tax Credits able to be verified for the year is capped at the amount outlined for the year in Exhibit A.

(c) Capital Investment Tax Credits. Subject to the Recipients and/or Recipients' Affiliate (in combination) satisfying the requirements in Section 6(a), the Recipients and/or Recipients' Affiliate (in combination) will be eligible to earn up to Forty Million Dollars (\$40,000,000) in Capital Investment Tax Credits according to the Disbursement Schedule attached as Exhibit A. WEDC will calculate Capital Investment Tax Credits pursuant to Wis. Stat. § 71.28(3wm)(bm), as follows:

(i) First, determine the amount of Significant Capital Expenditures paid during the year by Recipients and/or Recipients' Affiliate (in combination); and

(ii) Second, multiply the Significant Capital Expenditures by ten percent (10%).

(iii) The total amount of Capital Investment Tax Credits able to be verified for the year is capped at the amount outlined for the year in Exhibit A.

(iv) Capital Investment Tax Credits will not be earned for equipment purchased by a Recipient prior to the Certification Date and moved into the Zone.

(v) Capital Investment Tax Credits may only be claimed to be verified by WEDC under this Agreement for a period of six (6) years, beginning on January 1, 2020 and ending on December 31, 2025, according to the disbursement schedule set forth in Exhibit A.

(vi) Carryforward of Unearned and Excess Capital Investment Tax Credits. Subject to the Recipients and Recipients' Affiliate satisfying the requirements in Section 6(a) in a particular year:

- a. Any unearned Capital Investment Tax Credits allocated for that year may be carried forward to be earned and verified as Capital Investment Tax Credits in subsequent years; and/or
- b. Any excess Capital Investment Tax Credits generated in that year above the allocation provided in the Disbursement Schedule attached as Exhibit A, may

be carried forward to be verified as Capital Investment Tax Credits to fill a shortfall in the earning of Capital Investment Tax Credits in subsequent years.

(d) Performance Credits. In years 2024 and 2025, the Recipients may be eligible to earn up to Nineteen Million Seven Hundred Thousand Dollars (\$19,700,000) in additional credits based on the Significant Capital Expenditures of the Recipients in year 2019 (“Performance Credits”). WEDC has validated that, in 2018 and 2019, these entities spent over Two Hundred Million Dollars (\$200,000,000) in Significant Capital Expenditures.

(i) In Year 2024, subject to the Recipients and/or Recipients’ Affiliate (in combination) satisfying the requirements in Section 6(a), the Recipients may be verified to claim up to Nine Million, Eight Hundred Fifty Thousand Dollars (\$9,850,000). WEDC will calculate the Performance Credits for 2024 as follows:

- a. For each Full-Time Employee employed by Recipients and Recipients’ Affiliate (in combination) in a Full-time Job at the end of the year above 1,163 Full-Time Employees, up to 1,454 Full-Time Employees, WEDC will verify Recipients to claim \$33,848 in Capital Investment Tax Credits.

(ii) In Year 2025, subject to the Recipients and/or Recipients’ Affiliate (in combination) satisfying the requirements in Section 6(a), the Recipients may be verified to claim up to Nine Million, Eight Hundred Fifty Thousand Dollars (\$9,850,000) plus, any unearned Performance Credits from 2024. WEDC will calculate the Performance Credits for 2025 as follows:

- a. First, determine the number of Full-Time Employees employed by Recipients and Recipients’ Affiliate (in combination) at the end of the year above 1,163 Full-Time Employees, up to 1,454 Full Time Employees (the “Final Performance Employment Number”);
- b. Second, multiply the Final Performance Employment Number by \$33,848;
- c. Third, add any unearned Performance Credit amount from 2024 to the amount resulting from the calculation in b. above to determine the “Total Remaining Performance Credit”;
- d. Fourth, divide the Total Remaining Performance Credit by 291 (the difference between 1,454 and 1,163) (the “Per Job Performance Credit”);
- e. Fifth, multiply the Per Job Performance Credit by the Final Performance Employment Number for the amount the Recipients may be verified to earn.

**7. Reporting and Verification to Claim Electronics and Information Technology Manufacturing Zone Tax Credits.** The Recipients’ and Recipients’ Affiliate’s eligibility for Electronics and Information Technology Manufacturing Zone Tax Credits will be reviewed by WEDC after the Recipient’s and Recipients’ Affiliate’s submission of the Annual Project Report and Third Party Verification Report prior to WEDC issuing a verification authorizing each Recipient to file a claim for Tax Credits with the Wisconsin Department of Revenue. WEDC will issue a verification to each of the Recipients in proportion to their respective employment, Zone Payroll, and Significant Capital Expenditures. Any finding that

specific capital expenditures or payroll information reported to WEDC are ineligible for Tax Credits per the terms of this Agreement or Wisconsin law at any time will result in such capital expenditures and payroll being excluded from the calculation of Capital Investment Tax Credits and Job Creation Tax Credits, respectively. If WEDC determines that specific capital expenditures or payroll information reported to WEDC are ineligible for Tax Credits, WEDC shall provide a detailed explanation in writing, prior to verification, detailing why any of the Recipients’ or Recipients’ Affiliate’s capital expenditures and/or payroll were excluded from the calculation of Capital Investment Tax Credits and Job Creation Tax Credits. Upon receipt of the verification from WEDC, Recipients shall have 21 business days to object to the calculation of Tax Credits. The parties agree to attempt in good faith to resolve any disagreement within 30 calendar days of the objection.

(a) Record. Each Recipient and Recipients’ Affiliate shall keep and maintain such records as may be reasonably required by WEDC to show:

(i) The number of Full-Time Employees and Partial-Year Employees employed by the Recipients and Recipients’ Affiliate in the Zone and outside of the Zone but within the State of Wisconsin and For the Benefit of the Zone, which, with respect to each employee, shall include but not be limited to: the name or unique identifier associated with the employee; whether the position of the employee is a Full-Time Job, base hours worked, overtime hours worked, hourly rate, period total base wages, period overtime, bonus, commission, wages, employment start date, termination date, part-time/full-time designation, residency, work site, and the amount of each employee’s Wages that constitutes Zone Payroll.

(ii) the amount and type of Significant Capital Expenditures made by the Recipients and Recipients’ Affiliate in the Zone including, but not limited to: investment description, investment type, date of investment, location of investment, and investment amount.

(b) Annual Project Report. The Recipient’s Agent shall provide WEDC with an Annual Project Report (a sample of which is attached as Exhibit C) on behalf of each Recipient and Recipients’ Affiliate on or before the applicable due date identified in the Schedule of Reporting set forth in Section 7(f) below, and all supporting documentation for the Annual Project Report including payroll reports and documentation of Significant Capital Expenditures, as outlined in more detail in Exhibit C, which relate to the Recipients’ and Recipients’ Affiliate’s progress on achieving the goals related to the following Project-specific metrics:

Metric	Goal*
Capital Investment	\$672,094,748
Job Creation	1,454

\*These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(c) Third Party Verification Report. The Recipients and Recipients’ Affiliate shall engage, at their own cost, a certified public accountant (“CPA”) acceptable to WEDC to perform attestation of the Annual Project Reports submitted by the Recipients and Recipients’ Affiliate based on an Agreed Upon Procedures (“AUP”) engagement pursuant to procedures outlined in Exhibit D to this Agreement, in accordance with attestation standards established by the American Institute of Certified Public Accountants to agree without exception to the Annual Project Reports provided to WEDC per Section 7(b) of this Agreement. The CPA shall determine whether:



(i) the Significant Capital Expenditures that the Recipients and Recipients’ Affiliate claim made in the previous year for earning Capital Investment Tax Credits were expended in accordance with this Agreement, and

(ii) the Zone Payroll that the Recipients and Recipients’ Affiliate claim paid in the previous year was appropriately stated.

The CPA shall issue a report covering the items set forth above and satisfying the requirements below and the Recipients and Recipients’ Affiliate shall submit such report to WEDC within sixty (60) calendars days after the due date of the applicable Annual Project Report covering the same year. Any finding by the CPA that specific capital expenditures or payroll information reported to WEDC are ineligible per the terms of this Agreement or Wisconsin law will result in such capital expenditures and payroll being excluded from the calculation of Capital Investment Tax Credits and Job Creation Tax Credits, respectively, and WEDC may require, in WEDC’s reasonable discretion, the AUP report to include an expansion of the sample testing of the Recipients and Recipients’ Affiliate. The Recipient and Recipient’s Affiliate shall make available for inspection by WEDC all of the Recipients’, Recipients’ Affiliate’s, and CPA’s documents supporting the claim and calculation of the Capital Investment Tax Credits and Job Creation Tax Credits and the attestation performed.

(d) Additional Reporting. In addition to the information identified above, as part of the Recipients’ and Recipients’ Affiliate’s Annual Project Report submissions, the Recipient and Recipients’ Affiliate will use commercially reasonable efforts to provide WEDC with information on their supply chain investment, related to the number of Wisconsin companies acting as suppliers as well as the total dollars spent with Wisconsin companies and/or Wisconsin-specific industries. The parties acknowledge and agree that the Recipients and Recipients’ Affiliate have no affirmative obligation under this Agreement to make a certain supply chain investment.

(e) The documentation identified in Sections 7(a)-(d) shall cover each year of the Zone.

(f) Schedule of Reporting.

<b>Period Covered</b>	<b>Documentation Required</b>	<b>Due Date</b>
January 1 - December 31, 2020	Annual Project Report	July 1, 2021
April 1 – June 30, 2021	Company-prepared Quarterly Financial Statements	August 15, 2021
July 1 – September 30, 2021	Company-prepared Quarterly Financial Statements	November 15, 2021
October 1 – December 31, 2021	Company-prepared Quarterly Financial Statements	February 15, 2022
January 1 - December 31, 2021	CPA-Prepared Annual Financial Statements	April 1, 2022
January 1 - December 31, 2021	Annual Project Report	April 1, 2022
January 1 – March 31, 2022	Company-prepared Quarterly Financial Statements	May 15, 2022
April 1 – June 30, 2022	Company-prepared Quarterly Financial Statements	August 15, 2022
July 1 – September 30, 2022	Company-prepared Quarterly Financial Statements	November 15, 2022
October 1 – December 31, 2022	Company-prepared	February 15, 2023

	Quarterly Financial Statements	
January 1 - December 31, 2022	CPA-Prepared Annual Financial Statements	April 1, 2023
January 1 - December 31, 2022	Annual Project Report	April 1, 2023
January 1 – March 31, 2023	Company-prepared Quarterly Financial Statements	May 15, 2023
April 1 – June 30, 2023	Company-prepared Quarterly Financial Statements	August 15, 2023
July 1 – September 30, 2023	Company-prepared Quarterly Financial Statements	November 15, 2023
October 1 – December 31, 2023	Company-prepared Quarterly Financial Statements	February 15, 2024
January 1 - December 31, 2023	CPA-Prepared Annual Financial Statements	April 1, 2024
January 1 - December 31, 2023	Annual Project Report	April 1, 2024
January 1 – March 31, 2024	Company-prepared Quarterly Financial Statements	May 15, 2024
April 1 – June 30, 2024	Company-prepared Quarterly Financial Statements	August 15, 2024
July 1 – September 30, 2024	Company-prepared Quarterly Financial Statements	November 15, 2024
October 1 – December 31, 2024	Company-prepared Quarterly Financial Statements	February 15, 2025
January 1 - December 31, 2024	CPA-Prepared Annual Financial Statements	April 1, 2025
January 1 - December 31, 2024	Annual Project Report	April 1, 2025
January 1 – March 31, 2025	Company-prepared Quarterly Financial Statements	May 15, 2025
April 1 – June 30, 2025	Company-prepared Quarterly Financial Statements	August 15, 2025
July 1 – September 30, 2025	Company-prepared Quarterly Financial Statements	November 15, 2025
October 1 – December 31, 2025	Company-prepared Quarterly Financial Statements	February 15, 2026
January 1 - December 31, 2025	CPA-Prepared Annual Financial Statements	April 1, 2026
January 1 - December 31, 2025	Annual Project Report	April 1, 2026

(g) Recipients and Recipients’ Affiliate must submit all required annual reports and other documentation in a timely manner. If Recipients and Recipients’ Affiliate fail to submit all reporting material within one hundred and eighty (180) days of the due date outlined in Section 7(f) above, Recipients and Recipients’ Affiliate may not receive Tax Credits earned during that taxable year. If any net Full-Time Jobs in Wisconsin are reduced or if any Full-Time Jobs are relocated out of Wisconsin, the Recipients shall notify WEDC in writing within thirty (30) days after any such reduction or relocation.

(h) Should the Recipients request a substantive amendment to this Agreement, the Recipients shall provide WEDC with statewide payroll information covering the Twelve (12) month period through the end of the most recent month prior to WEDC’s receipt of the amendment request. If there has been a reduction in the Recipients’ and Recipients’ Affiliate’s (in combination) Full-Time Jobs in Wisconsin, the amendment request will be reviewed by WEDC’s Awards Administration Committee and Board of Directors.

**8. Refund Eligibility.** Electronics and Information Technology Manufacturing Zone Tax Credits are refundable. If the amount of a Recipients' claim for Tax Credits submitted to the Department of Revenue in any tax year exceeds the taxes otherwise due on Recipients' income under Wis. Stat. § 71.23 for such year, then the amount of the claim that is not used to offset taxes shall be certified by the Department of Revenue to the Department of Administration and paid to Recipients by check, share draft or other draft.

**9. Limitations.** Wis. Stat. § 71.28(3wm) outlines the treatment of partnerships, limited liability companies, and tax-option corporations as it relates to the Tax Credits.

**10. Event of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default for the purposes of this Agreement:

(a) The Recipients and/or Recipients' Affiliate supplies false or misleading information to WEDC to obtain Tax Credits under this Agreement.

(b) The Recipients and Recipients' Affiliate leaves (defined herein as ceasing or abandoning their operations) the Zone to conduct substantially the same business outside of the Zone during the duration of this Agreement and/or the Recipients and Recipients' Affiliate cease the Project in Wisconsin and commences substantially the same Project outside of Wisconsin.

(c) The Recipients and Recipients' Affiliate cease operations in the Zone during the duration of this Agreement and does not renew operation of the business or a similar business in the Zone within twelve (12) months.

(d) The Recipients and Recipients' Affiliate fail to comply with or perform, in any material respect, any of their obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance. For the avoidance of doubt, the failure of the Recipient and/or Recipients' Affiliate (in combination) to (i) create the Minimum Cumulative Full-Time Jobs as outlined in Exhibit A in any year(s) or (ii) meet the required Significant Capital Expenditures in order to qualify for the Capital Investment Tax Credits as outlined in Exhibit A in any year(s), does not constitute an Event of Default, but does impact the ability to earn Electronics and Information Technology Manufacturing Zone Tax Credits in that year.

Notwithstanding the foregoing, no Event of Default under Section 10(d) above shall occur if such circumstances shall occur due to forces beyond the control of any of the Recipients and/or Recipient's Affiliate, including, but not limited to, catastrophic accidents, acts of war or terrorism, civil or military disturbances, or natural catastrophes, epidemics, pandemics, quarantines, or unlawful (as determined by the NLRB or the WERC) work stoppage or labor strike.

## **11. Remedies in Event of Default.**

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient's Agent, setting forth with reasonable specificity the nature of the default. If the Recipients fail to cure any such Event of Default to the reasonable satisfaction of WEDC within thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipients have begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient's Agent, declare the Recipients in default. The cure period shall in no event be extended more than one hundred eighty (180) days.

(b) In the Event of Default pursuant to Sections 10(a)-(c) above, WEDC shall, without further notice, revoke the certification for the Claimants to earn Tax Credits, terminate the Agreement, and the Wisconsin Department of Revenue (DOR) may recover from the Recipients and Recipients' Affiliate:

- (i) One Hundred Percent (100%) of the Electronics and Information Technology Manufacturing Zone Tax Credits verified by WEDC and claimed by the Recipients and/or Recipients' Affiliate under this Agreement;
- (ii) Penalties, interest, and fees, if applicable; and
- (iii) All court costs and reasonable attorneys' fees incurred by WEDC in terminating in terminating the Agreement and by DOR in recovering the amounts owed by the Recipients and/or Recipients' Affiliate under this provision.

(c) In the Event of Default pursuant to Section 10(d) above, WEDC may, revoke the certification of the Claimants to earn Tax Credits and terminate the Agreement, and DOR may recover from the Recipients and Recipients' Affiliate:

- (i) An amount equal to:
  - a. If the Event of Default is the result of the Recipients and Recipients' Affiliates (in combination) failure to maintain Significant Capital Expenditures in an amount equal to the value verified by WEDC and claimed by the Recipients and Recipients' Affiliate under Section 4(c), a percentage of Tax Credits verified by WEDC and claimed by the Recipients and Recipients' Affiliate equal to the percentage of Significant Capital Expenditures verified by WEDC and claimed by the Recipients and Recipients' Affiliate not maintained;
  - b. If the Event of Default is the result of the Recipients and Recipients' Affiliates (in combination) failure to maintain the Full-Time Jobs as required under Section 4(d), a percentage of Tax Credits verified by WEDC and claimed by Recipients and Recipients' Affiliate equal to the percentage of Full-Time Jobs not maintained from the Full-Time Jobs reported in the prior year(s) Annual Project Report(s), but only if the Full-Time Jobs reported in a given year fall below the prior year(s) Target Cumulative Full Time Employees, but remain above the prior year(s) Minimum Cumulative Full Time Employees, as outlined in Exhibit A. The percentage of Tax Credits to be recovered shall only come from prior years in which Recipients and Recipients' Affiliate failed to maintain Full-Time Jobs.

For purposes of this subsection only, it is not a failure to maintain Full-Time Jobs from a prior year if the Full-Time Jobs in a given year are equal to or greater than the prior year(s) Target Cumulative Full Time Employees outlined in Exhibit A.

Notwithstanding the foregoing, if the number of Full-Time Jobs in a given year is below the Minimum Cumulative Full-Time Employees to Qualify, as outlined in Exhibit A, in a prior year(s) that Tax Credits were verified by WEDC and claimed by Recipients and Recipients' Affiliate, the amount DOR

may recover is One Hundred Percent (100%) of Tax Credits verified by WEDC and claimed by Recipients and Recipients' Affiliate in the prior year(s) that the Minimum Cumulative Full-Time Employees to Qualify was not maintained.

- c. If the Event of Default pursuant to Section 10(d) above is the result of anything other than the Recipients and Recipients' Affiliates (in combination) failure to maintain either Significant Capital Expenditures under Section 4(c) and/or Full-Time Jobs under Section 4(d), One Hundred Percent (100%) of the Electronics and Information Technology Manufacturing Zone Tax Credits verified by WEDC and claimed by the Recipients and/or Recipients' Affiliate under this Agreement.

- (ii) Penalties, interest, and fees, if applicable; and

- (iii) All court costs and reasonable attorneys' fees incurred by WEDC in terminating in terminating the Agreement and by DOR in recovering the amounts owed by the Recipients and/or Recipients' Affiliate under this provision.

**12. Recipients' Warranties and Representations.** In addition to the other provisions of this Agreement, to induce WEDC to enter into this Agreement to allocate Electronics and Information Technology Manufacturing Zone Tax Credits, each Recipient warrants to the best of its knowledge that as of the Effective Date:

- (a) The Recipients and Recipients' Affiliate are duly organized, validly existing, and in good standing under the laws of the State of its organization and is properly authorized to engage in business in the State of Wisconsin.

- (b) The Recipients and Recipients' Affiliate are qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary, except where the failure to be so authorized would not have a material and adverse effect on the Recipients' ability to perform its obligations under this Agreement.

- (c) The Recipients and Recipients' Affiliate are in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on the Recipients' ability to perform its obligations under this Agreement or to otherwise engage in its business.

- (d) The financial statements and other information provided by the Recipients and Recipients' Affiliate to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable.

- (e) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipients or Recipients' Affiliate which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipients or Recipients' Affiliate to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipients or Recipients' Affiliate (including those in which WEDC has a security interest).



(f) The Recipients and Recipients' Affiliate are unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Recipients' ability to comply with this Agreement or on its business or assets (including that in which WEDC has a security interest).

(g) The Recipients and Recipients' Affiliate have, or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(h) The Recipients and Recipients' Affiliate have filed when due all federal and state income and other tax returns required to be filed by the Recipients and Recipients' Affiliate and have paid all taxes shown thereon to be due. The Recipients have no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(i) Each Recipient and their undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement and to consummate the transactions provided for herein and therein.

(j) The execution and delivery by the Recipients of this Agreement and the performance by the Recipients of the obligations to be performed hereunder and thereunder have been duly authorized by all necessary action of the Recipients and no other proceedings on the part of the Recipients are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(k) The Recipients' expect, to the greatest extent possible, to provide significant job opportunities for Wisconsin residents.

(l) The Recipients are not making these representations and warranties specifically based upon information furnished by WEDC.

(m) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

(n) This Agreement is a valid and binding obligation, enforceable against the Recipients in accordance with its terms.

(o) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipients' eligibility for the program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

(p) The Recipient, each subsidiary of each Recipient and each person that directly or indirectly owns any equity interests in the Recipient is in compliance (collectively, "Compliant Person") with all U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Compliant Person (i) is a person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. person cannot deal with or otherwise engage in business transactions, (ii) is a person who is otherwise the target of U.S.

economic sanctions laws such that a U.S. person cannot deal or otherwise engage in business transactions with such person or (iii) is controlled by (including by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement would be prohibited under U.S. law.

**13. Wisconsin Public Records Law.** Subject to the following terms, WEDC shall safeguard all documents provided to it by Recipient:

(a) Each Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, § 19.31-.39, and any successor statutes or regulations.

(b) Except as otherwise required or provided by court order, legal process or applicable law including § 19.31-.39, WEDC shall not, without the consent of the applicable Recipient(s), reveal or disclose to any non-government person or entity financial or other information or materials provided by a Recipient if such Recipient has indicated that such information or materials are sensitive and should be kept confidential. The Recipient must indicate that such materials are to be protected under this paragraph by marking the documents "Confidential."

(c) If a Recipient contends that any document provided to WEDC is exempt from disclosure under Wisconsin's Public Records Law, for reasons including that the document qualifies as a trade secret under Wisconsin Statute § 134.90, Recipient shall:

(i) Clearly mark the document as not subject to disclosure under the Public Records Law. If the Recipients contend the document is a trade secret under §134.90, the Recipients shall specifically mark the documents as "Confidential Trade Secrets."

(ii) Provide WEDC with a concise, written explanation describing the basis for contending the document is no subject to the Public Records Law.

(iii) If applicable, provide WEDC with two copies of the document the Recipient contends is exempt - a clean copy and a copy with the exempted information redacted.

(d) WEDC agrees to notify the Recipients if it receives a public records request for documents marked under Paragraph (b) or (c).

#### **14. Additional Requirements.**

(a) Project and Financial Records. Each Recipient and Recipients' Affiliate shall keep and maintain such records as may be reasonably required to validate the Recipients' and Recipients' Affiliate's performance under this Agreement, whether conducted by a Recipient or by a third-party conducting Project-related activities on behalf of a Recipient, and the performance reports provided to WEDC. Each Recipient's financial records shall be complete and accurate, and kept and maintained in accordance with Generally Accepted Accounting Principles. Such materials shall be retained by the Recipients and Recipients' Affiliate for a period of at least three (3) years after April 1, 2026.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours' advance written notice to the Recipients, have the right to enter a Recipient's premises, during normal business hours, to inspect a Recipient's operations documentation relating to this Agreement, provided, however, that that (a) such access does not unreasonably disrupt the normal operations of a Recipient, (b) anyone entering the Project Location shall be subject to Recipients' and/or Recipients' Affiliate's Security Protocols (as defined below).

(ii) The Recipients shall produce for inspection, examination, auditing and copying by WEDC, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by a Recipient or by a third-party conducting Project-related activities on behalf of a Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement upon three (3) business days' prior notice, subject to Recipients' and/or Recipients' Affiliate's Security Protocols.

(iv) For purposes of this Agreement, Recipients' and/or Recipients' Affiliate's "Security Protocols" shall mean security requirements at the Project site imposed by a Recipient and/or Recipients' Affiliate's to safeguard Recipients' and/or Recipients' Affiliate's business operations at the Project site, including but not limited to (a) requiring WEDC and any other third-party entering the Project site to be accompanied at all times by an authorized employee of Recipients and/or Recipients' Affiliate; (b) requiring visitors to sign a log, provide photo identification acceptable to Recipients and/or Recipients' Affiliate, and obtain security clearances if required by Recipients and/or Recipients' Affiliate or their customer(s); (c) restricting access to high-security areas of the Project Location (provided that WEDC shall have access to documentation necessary to validate Recipients' and/or Recipients' Affiliate's compliance with this Agreement); and (d) requiring at least three (3) business days' written notice prior to any physical site visit or audit of the Project site or Project.

(v) Notwithstanding anything in the foregoing, the Recipients and Recipients' Affiliate may restrict WEDC's and its respective agents' access to such information and facilities to the extent that (a) any legal requirement applicable to the Recipients or the Recipients' Affiliates requires the Recipients or the Recipients' Affiliate to prohibit access to such information; (b) such information is subject to confidentiality obligations to a third party and disclosure of such information by the Recipients or the Recipients' Affiliates is not permitted by virtue of such obligations; (c) such disclosure or access would result in disclosure of any trade secrets; or (d) disclosure or access would, or would reasonably be expected to, result in the loss of a Recipient's or the Recipients' Affiliate's attorney-client privilege.

(c) Authorization to Access Records. The Recipients hereby authorize WEDC to request and receive confidential information that the Recipients or Recipients' Affiliate have submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipients' performance under this Agreement for the duration of this Agreement and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross Wages paid to the

Recipients' or Recipients' Affiliate's employees; the monthly employee count; and the Recipients' FEIN, NAICS code, and legal and trade names. The Recipients also authorize WEDC to share information submitted to WEDC by the Recipients or Recipients' Affiliate with the DOR and DWD. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipients shall provide written notice to WEDC of any consolidation or merger with or into any other unrelated corporation or business entity. Recipients may not assign or transfer this Agreement, or any of the rights and benefits or obligations arising therefrom, without WEDC's prior written consent, which may be provided, withheld or conditioned in WEDC's reasonable discretion. Except to another agency or governmental unit of the State of Wisconsin, WEDC may not assign this Agreement without the prior written consent of the Recipients.

(e) Public Announcement. The Recipients and WEDC shall agree to the form, content, and timing of any public announcement of this Agreement.

(f) Insurance. Each Recipient covenants that it will maintain insurance as required by local, state, and federal law.

(g) WEDC's Commitment. This Agreement represents the current commitments in relation to the Project. However, the WEDC acknowledges that the Recipients, and the Recipients' Affiliate, as well as affiliates of each, are planning additional phases that may be included in the Project and that may generate additional job opportunities and economic investment. As such additional phases of the Project evolve, this Agreement may be modified by further amendment in accordance with Section 25 below to be extended up to seven years and/or otherwise amended to include such additional phases, including amendments to permit allocation and award of additional Tax Credits (in excess of the amount of Tax Credits expressly set forth in this Agreement) to the Recipients, Recipients' Affiliate, and/or other affiliates of each by the WEDC in accordance with Wisconsin Statutes.

**15. Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

**16. Choice of Law.** THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

**17. Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

**18. Waiver of Right to Jury Trial.** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND ANY ONE OR MORE RECIPIENTS CONCERNING OR

**RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.**

**19. Limitation of Liability.** EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM THE OTHER PARTY ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY THAT PARTY. IN NO EVENT SHALL RECIPIENT BE LIABLE TO WEDC IN AN AMOUNT IN EXCESS OF THE ELECTRONICS AND INFORMATION TECHNOLOGY MANUFACTURING TAX CREDITS RECEIVED BY THE RECIPIENT UNDER THIS AGREEMENT TOGETHER WITH PENALTIES, INTEREST AND FEES, IF APPLICABLE, AND THE COSTS SET FORTH IN SECTION 11 HEREOF. IN NO EVENT SHALL WEDC BE LIABLE TO RECIPIENTS AND OR RECIPIENT'S AFFILIATE IN AN AMOUNT IN EXCESS OF THE AMOUNT OF TAX CREDITS AUTHORIZED UNDER THIS AGREEMENT.

**20. Severability.** If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment shall be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement shall be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

**21. Remedies Cumulative.** The rights and remedies of WEDC set forth herein shall be in addition to any rights or remedies which WEDC may otherwise have.

**22. WEDC Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipients or any beneficiary thereof.

**23. Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

**24. No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

**25. Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipients' obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipients and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.



**26. Recipients' and Recipients' Affiliate's Agent.**

(a) Appointment of Recipients' and Recipients' Affiliate's Agent. Each Recipient and Recipients' Affiliate hereby appoints FEWI Development Corporation (the "Recipients' Agent") as its agent and its true and lawful attorney-in-fact, with full power and authority in its name and on its behalf, and the Recipient's Agent hereby accepts such appointment, to do the following:

- (i) Ensure each of the Recipients' and Recipients' Affiliate's compliance and performance under this Agreement.
- (ii) Provide all required reporting pursuant to Section 7 under this Agreement to WEDC; consolidated on behalf of all Recipients and Recipients' Affiliate; and
- (iii) Receive all notices related to this Agreement at the address(es) set forth below in Section 27 of this Agreement.

This appointment will not be terminated by any act of any Recipient or Recipients' Affiliate or by operation of law, whether by the death, dissolutions, or incapacity of any Recipient or Recipients' Affiliate or by the occurrence of any other event. Each Recipient or Recipients' Affiliate hereby consents to the taking of any and all actions and making of any decisions required or permitted to be taken or made by the Recipients' Agent pursuant to this Section 26.

(b) WEDC Reliance. WEDC is entitled to rely on any document or other paper delivered by the Recipient's Agent as being authorized by the Recipients and Recipients' Affiliate, and WEDC will not be liable to any Recipient or Recipients' Affiliate for any action taken or omitted to be taken by WEDC based on such reliance.

(c) Replacement of Recipients' Agent. Until all obligations under this Agreement have been discharged, from time to time and for any reason, upon notice to WEDC, the Recipients may appoint a new Recipients' Agent by a writing signed by all Recipients. If the Recipients' Agent resigns as the Recipients' Agent, and the Recipients do not appoint a successor by writing signed by all Recipients within 15 business days after a request from WEDC, WEDC may appoint a Recipients' Agent from among the Recipients to fill any vacancy so created by notice of such appointment to the Recipients.

**27. Notice.** Notices to any party hereunder shall be in writing and shall be deemed to have been given at the time it is sent, as recorded by WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day; or three (3) business days after deposit in the United States mail, certified and with proper postage prepaid.

(a) Notices to the Recipients and/or Recipients' Affiliate should be sent via Recipients' Agent to:

FEWI Development Corporation  
 611 East Wisconsin Avenue, 7th Floor  
 Milwaukee, WI 53202  
 Attn: Robert Berry/General Counsel  
 Email: [robert.berry@fewidev.com](mailto:robert.berry@fewidev.com)


(b) Notices to WEDC should be sent to:

Wisconsin Economic Development Corporation  
Chief Legal Officer  
P.O. Box 1687  
Madison, WI 53701  
Attn: EITMZ FY18-23932  
Email: [jennifer.campbell@wedc.org](mailto:jennifer.campbell@wedc.org)

*[Signature Page Follows]*

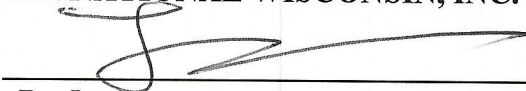
IN WITNESS WHEREOF, WEDC and the Recipients have caused their duly authorized representatives to execute and deliver this Agreement effective the date set forth next to WEDC's signature below.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By:   
\_\_\_\_\_  
Melissa L. Hughes  
Secretary & CEO

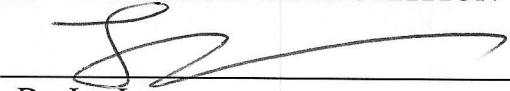
04/20/2021  
Date

**SIO INTERNATIONAL WISCONSIN, INC.**

By:   
\_\_\_\_\_  
Dr. Jay Lee  
Authorized Representative of SIO International  
Wisconsin, Inc.

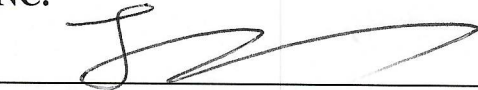
04/20/2021  
Date

**FEWI DEVELOPMENT CORPORATION**

By:   
\_\_\_\_\_  
Dr. Jay Lee  
Authorized Representative of FEWI Development  
Corporation

04/20/2021  
Date

**AFE, INC.**

By:   
\_\_\_\_\_  
Dr. Jay Lee  
Authorized Representative of AFE, Inc.

04/20/2021  
Date

**EXHIBIT A  
TAX CREDIT DISBURSEMENT SCHEDULE**

	<b>Minimum Cumulative Full Time Employees to Qualify</b>	<b>Target Cumulative Full Time Employees</b>	<b>Maximum Job Creation Credits</b>	<b>Maximum Capital Investment Credits</b>	<b>Maximum Annual Total</b>
<b>2020</b>	481	601	\$2,200,000	\$26,860,000	\$29,060,000
<b>2021</b>	747	934	\$3,500,000	\$4,825,000	\$8,325,000
<b>2022</b>	918	1,146	\$4,100,000	\$2,232,000	\$6,332,000
<b>2023</b>	1,042	1,303	\$5,000,000	\$3,743,000	\$8,743,000
<b>2024</b>	1,163	1,454	\$5,500,000	\$2,340,000	\$7,840,000
<b>Total</b>	<b>1,163</b>	<b>1,454</b>	<b>\$20,300,000</b>	<b>\$40,000,000</b>	<b>\$60,300,000</b>

**PERFORMANCE TAX CREDIT DISBURSEMENT SCHEDULE**

	<b>Minimum Cumulative Full Time Employees to Qualify</b>	<b>Target Cumulative Full Time Employees</b>	<b>Maximum Performance Credits</b>
<b>2024</b>	1,163	1,454	\$9,850,000
<b>2025</b>	1,163	1,454	\$9,850,000
<b>Total</b>	<b>1,163</b>	<b>1,454</b>	<b>\$19,700,000</b>

**EXHIBIT B**  
**ZONE DESIGNATION**

All of Sections 30, 31, 32 and 33, and part of Sections 19, 20, and 29, all in Township 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin, being more particularly described as follows:

Beginning at the southwest corner of said Section 31, thence N01th, coincident with the west line of said Section 31, 5330 feet more or less to the southwest corner of said Section 30; thence North, coincident with the west line of said Section 30, 5297 feet more or less to the southwest corner of said Section 19; thence North coincident with the west line of said Section 19, 4000 feet more or less to the north line of parcel number 03-22-19-008-000; thence East coincident with said north line, 1 088 feet to the west line of said parcel; thence N01th coincident with said west line, 1298 feet to the North line of said Section 19; thence East, coincident with the north line of said Section 19, 4062 feet more or less to the north-west corner of said Section 20; thence East, coincident with the north line of said Section 20, 5290 feet more or less to the northeast corner of said Section 20, and a north-south line of the Village of Mount Pleasant; thence South, coincident with the east line of the Northeast 1/4 of said Section 20, and also coincident with said north-south line, 2648 feet more or less to the southeast corner of said Northeast 1/4 of Section 20; thence West, coincident with an east-west line of the Village of Mount Pleasant and the south line of said Northeast 1/4 of said Section 20, 2648 feet more or less to the southwest corner of the Northeast 1/4 of said Section 20; thence South, coincident with a north-south line of the Village of Mount Pleasant and the east line of the Southwest 1/4 of said Section 20, 2270 feet more or less to the north line of a railroad right of way; thence Northeasterly coincident with a northeast-southwest line of the Village of Mount Pleasant and said north railroad right of way line, 1335 feet more or less to the east line of the west 1/2 of the Southeast 1/4 of said Section 20; thence South coincident with a north-south line of the Village of Mount Pleasant and said east line, 600 feet more or less to the south line of said Section 20; thence South coincident with a north-south line of the Village of Mount Pleasant and the east line of the West 1/2 of the East 1/2, of said Section 29, 5294 feet more or less to the north line of said Section 32; thence East coincident with an east-west line of the Village of Mount Pleasant and the north line of said Section 32, 1330 feet more or less to the northwest corner of said Section 33; thence East coincident with an east-west line of the Village of Mount Pleasant and the north line of said Section 33, 5304 feet more or less to the northeast corner of said Section 33; thence South coincident with the east line of said Section 33, 5287 feet more or less to the southeast corner of said Section 33; thence West coincident with the south line of said Section 33, 5284 feet more or less to the southeast corner of said Section 32; thence West coincident with the south line of said Section 32, 5299 feet more or less to the southeast corner of said Section 31; thence West coincident with the south line of said Section 31, 5187 feet more or less to the point of beginning.



**EXHIBIT C**  
**ANNUAL PROJECT REPORT**

See Attached

**EXHIBIT D**  
**AGREED UPON PROCEDURES**  
**FOR**  
**THIRD PARTY VERIFICATION REPORT**

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

To SIO International Wisconsin, Inc., FEWI Development Corporation, AFE, Inc., FII USA Inc., and the Wisconsin Economic Development Corporation:

We have performed the procedures enumerated below, which were agreed to by SIO International Wisconsin, Inc., FEWI Development Corporation, AFE, Inc., FII USA Inc., and the Wisconsin Economic Development Corporation (collectively the "specified parties"), relating to the information included within the Tax Credit Payroll Form. SIO International Wisconsin, Inc., FEWI Development Corporation, AFE, Inc., and FII USA Inc. are responsible for preparation of the Tax Credit Payroll Form in accordance with the *First Amended and Restated Electronics and Information Technology Manufacturing Zone Tax Credit Agreement*. The sufficiency of these procedures is solely the responsibility of the parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures enumerated below either for the purpose for which this report has been requested or for any other purpose. The Tax Credit Payroll Form is attached to this report as Appendix A.

The procedures that we performed and the related findings, if any, are as follows:

1. Summed wages paid in the calendar year for all Employee IDs included within the Tax Credit Payroll Form, and compared the total wages paid to the ADP payroll records of SIO International Wisconsin, Inc., FEWI Development Corporation, AFE, Inc., and FII USA Inc.
2. Performed the procedures below for a judgmentally selected 10% sample of employee IDs listed on the Tax Credit Payroll Form, excluding individuals whom were not eligible for benefits.
  - a. Compared each of the selected employee IDs to the employee's signed offer letter and agreed that the offer letter indicated the employee was a full-time employee. Also compared the employee's (1) employment start date, (2) benefit eligibility, and (3) exempt/non-exempt status from the Tax Credit Payroll Form to the signed offer letter.
  - b. Compared the employee's (1) employer entity, (2) hours worked, (3) wages paid, (4) residency state, (5) employment start date, (6) termination date (if applicable,) (7) base of operations, (8) exempt/non-exempt status, and (9) number of hours spent providing services outside of the State or w/in the State but not for the Benefit of the Zone, from the Tax Credit Payroll Form to the ADP payroll records of SIO International Wisconsin, Inc., FEWI Development Corporation, AFE, Inc., and FII USA Inc.
  - c. Obtained a system badging log summary for all specified parties' locations within Wisconsin. Traced each selected employee from the sample above, hired prior to

December of the reporting year, into the system badging log summary for. The specified parties are solely responsible for the completeness or accuracy of the system badging log summary.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the Tax Credit Payroll Form or its compliance with the *First Amended & Restated Electronics and Information Technology Manufacturing Zone Tax Credit Agreement*. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of management of the specified parties, and is not intended to be, and should not be, used by anyone other than the specified parties.

## INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

SIO International Wisconsin, Inc., FEWI Development Corporation, AFE, Inc., FII USA Inc., and Wisconsin Economic Development Corporation:

We have performed the procedures enumerated below, which were agreed to by SIO International Wisconsin, Inc., FEWI Development Corporation, and AFE, Inc., FII USA Inc., and Wisconsin Economic Development Corporation (collectively the "specified parties"), relating to the information included within the Tax Credit Capital Investment Form, which is attached to this report as Appendix A. SIO International Wisconsin, Inc., FEWI Development Corporation, AFE, Inc., FII USA Inc. are responsible for preparation of the Tax Credit Capital Investment Form in accordance with the *First Amended & Restated Electronics and Information Technology Manufacturing Zone Tax Credit Agreement (the "Agreement")*. The sufficiency of these procedures is solely the responsibility of the parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures enumerated below either for the purpose for which this report has been requested or for any other purpose.

The procedures that we performed and the related findings, if any, are as follows:

We obtained the Tax Credit Capital Investment Form prepared by the Company and performed the following procedures:

1. Agreed the total per the Tax Credit Capital Investment Form to the specified parties' fixed asset subsidiary ledger.

Reported any differences between the Tax Credit Capital Investment Form and the fixed asset subsidiary ledger.

2. Performed a random sample on the investment amount, appearing on the Tax Credit Capital Investment Form, for each of the following population criteria (1) all investments greater than or equal to \$5 million, (2) at least 25% of the total investment dollars, and (3) at least 25% of the total investment transactions.

Based on these criteria we randomly selected XX selections for detail testing of underlying transactions, please see Appendix A for the specific investment amounts selected.

3. For each investment selected performed the following procedures:
  - a. Obtained the supporting documentation including, purchase order, the project approval form, invoice, date acquired and payment support for each selection madeand:
    - i. Agreed the dollar amount per the purchase order, approval form and invoice obtained for each selection to the investment selected and to the fixed assetsubsiary ledger.
    - ii. Agreed the capital expenditure occurred in the reporting year based on

- the invoice payment date.
- iii. Agreed the wire, ACH, or check payment support to the investment selected, purchase order, approval form, invoice and to a corresponding specified party bank statement.
- iv. Agreed the supporting documentation identifies the Specified Party (SIO International Wisconsin, Inc., FEWI Development Corporation, AFE, Inc., or FII USA Inc.) identified in the Tax Credit Capital Investment Form as the purchaser.

Reported any differences between the support obtained and the investment selected or fixed asset sub ledger.

- b. For each investment selected physically verified the asset was located in the "Zone" as defined in the Agreement and in the area location as identified in the Tax Credit Capital Investment Form.

Reported any investments selected that were not located within the "Zone" as defined by the agreement and area location as identified in the Tax Credit Capital Investment Form.

- c. For each investment selected verified that the:
  - i. Investments were not on the ineligible items list identified on the Tax Credit Capital Investment Form.
  - ii. Investments matched the investment types identified on the Tax Credit Capital Investment Form.

Reported any exceptions.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the Tax Credit Payroll Form or its compliance with the *First Amended & Restated Electronics and Information Technology Manufacturing Zone Tax Credit Agreement*. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of management of the specified parties, and is not intended to be, and should not be, used by anyone other than the specified parties.







