

**BUSINESS DEVELOPMENT TAX CREDIT AGREEMENT**  
**BETWEEN**  
**THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**  
**AND**  
**SUB-ZERO GROUP, INC.**

This 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. § 238.308, and Sub-Zero Group, Inc. ("Recipient") located at 4717 Hammersley Road, Madison, Wisconsin. Certain capitalized terms are defined in Section 1 of this Agreement.

**WITNESSETH**

**WHEREAS**, the Recipient has submitted an Application and project plan to WEDC, requesting Tax Credits;

**WHEREAS**, WEDC has determined that Recipient is eligible to be certified under the Business Development Tax Credit program authorized by Wis. Stat. § 238.308; and

**WHEREAS**, in reliance on the materials and information provided by Recipient, WEDC has determined as part of its mission, to certify that Recipient is eligible for up to One Million Dollars (\$1,000,000) in Tax Credits.

**NOW, THEREFORE**, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient 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 22 of this Agreement.

(b) "Application" means the materials submitted by Recipient to WEDC relating to the Recipient's Project and this allocation of Tax Credits.

(c) "Capital Expenditures" means the capitalized costs related to tangible assets such as land, buildings, and equipment which: (i) are paid by the Recipient, (ii) directly relate to the Project in WEDC's reasonable discretion, and (iii) are one of the following eligible investment types: acquisition (land), new construction, equipment and infrastructure (site work/utilities/parking) unique to the earning period outlined in Section 5(b)(ii) of this Agreement.

(d) "Capital Investment" means the total of the Recipient's real and personal property investment in the Project.

(e) "Certification Date" means January 1, 2019, 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.

(f) "Effective Date" means the date this Agreement has been fully executed by both parties.

(g) "Eligible Employee" means a person employed in a Full-Time Job by the Recipient.

(h) "Full-Time Job" means a regular, non-seasonal full-time position in which the annual pay for the position is more than the amount determined by multiplying 2,080 by 150% of the federal minimum wage, and an individual in the position is offered 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 2,080 hours per year in accordance with Wis. Stat. §238.30(2m). "Full-time job" does not include initial training before an employment position begins.

(i) "Ineligible Capital Expenditures" means those expenses that do not count as eligible Capital Expenditures for the purpose of calculating Capital Investment Tax Credits under Section 5(b)(ii) of this Agreement, and include but are not limited to the following: Related Party or Person transactions; accrued expenses; advertising and marketing expenses; consignment of machinery and equipment; 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 assets; capitalization of any internal labor; maintenance expenses; operating expenses; research and development expenditures; software expenses not related to the running of equipment and machinery; general and administrative expenses, state and local permit fees, accrued expenses, lease payments for periods beyond the earning period outlined in Section 5(b)(ii) of this Agreement.

(j) "Leverage" means all funding provided for the Project other than the Tax Credits.

(k) "New Full-Time Job" means a Full-Time Job created by the Recipient at the Project Location(s) after the Certification Date above the Project Baseline.

(l) "Project" means the Recipient expanding its presence in Wisconsin with a new research and development facility, including the Capital Investment of Fifty-Seven Million Five Hundred Eighty-Six Thousand Three Hundred Fifty-Seven Dollars (\$57,586,357) and the creation of One Hundred (100) New Full-Time Jobs, in accordance with the Recipient's Application and the terms and conditions of this Agreement.

(m) "Project Baseline" means the Recipient's and Recipient's Affiliates' total number of Eligible Employees at the Project Location(s) in the Twelve (12) months immediately preceding the Certification Date, as determined by the Recipient's and Recipient's Affiliates' Federal Employment Identification Number. The Project Baseline for this project is One Thousand Seven Hundred Fifty-Nine (1,759) Eligible Employees.

(n) "Project Location(s)" means the Recipient's facilities in the State of Wisconsin.

(o) "Recipient" means Sub-Zero Group, Inc.

(p) "Recipient's Affiliates" means Sub-Zero, Inc. and Wolf Appliance, Inc.

(q) "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 Recipient; or any company which is part of the same controlled group of companies.

(r) "Statewide Baseline" means the Recipient's and Recipient's Affiliates' total number of Eligible Employees in the State of Wisconsin in the Twelve (12) months immediately preceding the Certification Date, as determined by the Recipient's and Recipient's Affiliates' Federal Employment Identification Numbers. The Recipient's Statewide Baseline for this project is One Thousand Seven Hundred Fifty-Nine (1,759) Eligible Employees.

(s) "Tax Credits" means the Business Development Tax Credits the Recipient is certified as eligible to receive under Wis. Stat. § 238.308(3).

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

**2. Duration.** This Agreement shall be in effect until all of the terms and conditions hereunder are fully satisfied.

**3. Certification of Recipient for Tax Credits.** Subject to the terms and conditions set forth in this Agreement, and in Wis. Stats. §§ 71.07(3y), 71.28(3y), or 71.47(3y), and 238.308(2), WEDC hereby certifies the Recipient as eligible to receive up to One Million Dollars (\$1,000,000) in Business Development Tax Credits. The Recipient's certification for Tax Credits under Wis. Stat. § 238.308(2)(b) shall be effective for, and can be earned over a period of, up to Thirty-Six (36) consecutive months, commencing at 12:00 a.m. on the Certification Date and expiring at 11:59 p.m. on December 31, 2021.

**4. Recipient's Obligations.** The Recipient will:

(a) Carry out the Project in accordance with the Recipient's Application and the terms and conditions of this Agreement.

(b) Maintain or cause the Recipient's Affiliates to maintain to all of the Full-Time Jobs making up the Project Baseline at the Project Location(s) for a minimum of Five (5) years after the Certification Date, specifically until December 31, 2023.

(c) Create or cause the Recipient's Affiliates to create at the Project Location(s) at least Eighty (80) New Full-Time Jobs, which is Eighty Percent (80%) of the One Hundred (100) New Full-Time Jobs Recipient or Recipient's Affiliates represented it would create as a part of the Project, by December 31, 2021.

(d) Maintain or cause the Recipient's Affiliates to maintain at the Project Location(s) through at least December 31, 2023 all of the New Full-Time Jobs for which WEDC has verified the Recipient or Recipient's Affiliates as eligible to claim jobs creation Tax Credits.

(e) Maintain at the Project Location(s) through at least December 31, 2023 all of the Capital Expenditures made by the Recipient for which WEDC has verified the Recipient as eligible to claim Tax Credits.

(f) Continue to offer all Eligible Employees retirement, health, and other benefits that are equivalent to the retirement, health, and other benefits offered to employees that are required to work at least 2,080 hours per year.

(g) Submit to WEDC an annual performance report and Project information, according to Section 7 of this Agreement, in such form as required by WEDC.

## **5. Eligibility for Tax Credit.**

(a) Annual Requirements for Receipt of Tax Credits. As a threshold to earning Tax Credits in any year during the term of the certification, the Recipient and Recipient's Affiliates must increase the net number of Full-Time Jobs in the State of Wisconsin above the Statewide Baseline, in the first year, and above the prior year in every subsequent year. Additionally, the Recipient must not decrease the number of Full-Time Jobs that make up either the Statewide Baseline or Project Baseline.

(b) Calculation of Tax Credits. The actual amount of Tax Credits that the Recipient will be able to earn is dependent on the Recipient's or Recipient's Affiliates' actual employment levels, wages paid to Eligible Employees and actual Capital Expenditures incurred by the Recipient or Recipient's Affiliates, and will be calculated as follows:

(i) Job Creation Tax Credits. Subject to the Recipient satisfying its requirements under the terms of this Agreement, including meeting the annual requirements for receipt of Tax Credits as set forth in Section 5(a) above, the Recipient will be eligible to earn up to Seven Hundred Fifty Thousand Dollars (\$750,000) in job creation tax credits from the Certification Date through December 31, 2021, which shall be calculated at a rate of Ten Percent (10%) of the amount of wages that the Recipient and Recipient's Affiliates paid to Eligible Employees while those Eligible Employees were employed at the Project Location during the Recipient's taxable year, above the Project Baseline wages in the first year, and above the prior year in every subsequent year. Job creation tax credits may only be earned for full-time employees with a Full-Time Job, pursuant to Wis. Stats. §§ 238.308(1) and 71.07(3y)(b)1. and 2., 71.28(3y)(b)1. and 2., or 71.47(3y)(b)1. and 2. Wages considered for the calculation of tax credits are those wages up to One Hundred Thousand Dollars (\$100,000) for each Eligible Employee, and do not include any commission, bonus, overtime, health insurance, or other benefits compensation paid to the Eligible Employee. Eligible Employees at the Project Location working only a partial year due to their hiring or termination date will have their wages accounted for based on the percentage of the year they worked at the Project Location.

(ii) Capital Investment Tax Credits. Subject to the Recipient satisfying its requirements under the terms of this Agreement, including the annual requirements for receipt of Tax Credits as set forth in Section 5(a) above, the Recipient will be eligible to earn up to Two Hundred Fifty Thousand Dollars (\$250,000) in capital investment tax credits from the Certification Date through December 31, 2021, which shall be based on the Recipient's and Recipient's Affiliates' Capital Expenditures and calculated at a rate of Three Percent (3%) of the Recipient's and Recipient's Affiliates' Capital Expenditure in personal property and up to Five Percent (5%) of the Recipient's and Recipient's Affiliates' Capital Expenditure in real property at the Project Location(s) during the Recipient's taxable year pursuant

to Wis. Stats. §§ 71.07(3y)(b)4., 71.28(3y)(b)4., or 71.47(3y)(b)4., and 238.308(4)(a)4.

(c) Verification to Claim Tax Credits. Subject to the requirements in Section 4 and 5 above, and WEDC receiving from the Recipient information sufficient for WEDC to determine that the Recipient has satisfied its requirements under the terms of this Agreement, Tax Credits will be verified by WEDC and may be claimed on the Recipient's Wisconsin tax return submitted to the Wisconsin Department of Revenue.

**6. Refund Eligibility and Limitations.** Business Development Tax Credits are refundable and may be subject to limitations as set forth in Wis. Stat. §§ 71.07(3y), 71.28(3y), and 71.47(3y).

**7. Reporting.** The Recipient shall provide reports and information to WEDC, in the manner and form required by WEDC, subject to the following requirements:

(a) Annual performance reports, due according to the Schedule of Reporting set forth in Section 7(d) below, in such form as required by WEDC. The report shall include information required by WEDC to determine Project performance which shall include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving the goals related to the following Project-specific metrics:

Metric	Goal*
Job Creation	100
Job Retention	1,759
Capital Investment	\$57,586,357
Leverage	\$70,498,741

\*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.

(b) The Recipient shall notify WEDC within Thirty (30) days if any net Full-Time Jobs in Wisconsin are reduced or if any Full-Time Jobs are relocated out of Wisconsin.

(c) Should the Recipient request a substantive amendment to this Agreement, the Recipient 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 Recipient's Full-Time Jobs in Wisconsin as compared to the Statewide Baseline, the amendment request will be reviewed by WEDC's Awards Administration Committee.

(d) Schedule of Reporting:

Annual Performance Report Period Covered	Payroll and Verification Report Period Covered	Due Date
January 1, 2019-December 31, 2019	January 1, 2019-December 31, 2019	March 1, 2020
January 1, 2019-December 31, 2020	January 1, 2020-December 31, 2020	March 1, 2021

January 1, 2019-December 31, 2021	January 1, 2021-December 31, 2021	March 1, 2022
January 1, 2019-December 31, 2022	January 1, 2022-December 31, 2022	March 1, 2023
January 1, 2019-December 31, 2023	January 1, 2023-December 31, 2023	March 1, 2024

(e) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in Recipient’s Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

**8. 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 Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC’s sole discretion, for the false or misleading information.

(b) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, including, but not limited to, its obligations under Section 4 above, without providing a satisfactory explanation, in WEDC’s sole discretion, for the noncompliance.

(c) The Recipient is in default under any other agreement between WEDC and the Recipient.

**9. 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, setting forth with reasonable specificity the nature of the default. If the Recipient fails 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 Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than Ninety (90) days. In the Event of Default, WEDC may terminate the Agreement and the Wisconsin Department of Revenue (“DOR”) may recover from the Recipient:

- (i) One Hundred Percent (100%) of the tax credits verified by WEDC and claimed by the Recipient under this Agreement;
- (ii) Penalties, interest, and fees, if applicable; and
- (iii) All court costs and attorney’s fees incurred in terminating the Agreement and recovering the amounts owed by the Recipient under this provision.

(b) Upon an Event of Default, WEDC may, without further notice, revoke the Recipient’s certification.

**10. Recipient's Warranties and Representations.** In addition to the other provisions of this Agreement, to induce WEDC to enter into this Agreement to allocate Business Development Tax Credits, Recipient warrants to the best of its knowledge that as of the date of this Agreement:

(a) The Recipient is 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 Recipient is 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 adverse effect on the Recipient's ability to perform its obligations under this Agreement.

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

(d) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(e) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(f) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or materially adversely affect the financial condition or the assets of the Recipient.

(g) The Recipient is 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 adverse effect on the Recipient's ability to comply with this Agreement.

(h) The Recipient has, 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.

(i) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon, other than those audits or assessments that have been disclosed to WEDC.

(j) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(k) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(l) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for completion of the Project, as identified in the Application and this Agreement.

(m) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

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

(o) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's 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.

**11. Wisconsin Public Records Law.** The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

## **12. Additional Requirements.**

(a) Project and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records shall be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide project records and provide access to financial records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Recipient for a period of at least Three (3) years after March 1, 2024.



(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours' advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

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

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has 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 Recipient's performance for the duration of the Project 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 Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under its specific economic development program and the impact of WEDC economic development programs. 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 Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

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

**14. 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.**

**15. 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.**

**16. 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 THE RECIPIENT 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.

**17. Limitation of Liability.** RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

**18. 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 that 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.

**19. 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 Recipient or any beneficiary thereof.

**20. 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.

**21. 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.

**22. Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement

may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By: Mark R. Hogan 5/3/19  
Mark R. Hogan Date  
Secretary & CEO

**SUB-ZERO GROUP, INC.**

By: James Bakke 5/1/19  
James Bakke, Date  
President and CEO

Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

Sub-Zero Group, Inc.  
4717 Hammersley Rd.  
Madison, WI 53711  
Attn: Anthony Fox

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development Corporation  
Division of Credit & Risk  
P.O. Box 1687  
Madison, WI 53701  
Attn: Business Development Tax Credits  
Contract # BTC FY19-24466