

ENTERPRISE ZONE TAX CREDIT AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
ELI LILLY AND COMPANY

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. § 238.399, and Eli Lilly and Company ("Recipient"), located at 893 Delaware Street, Indianapolis, Indiana. Certain capitalized terms are defined in Section 1 of the Agreement.

WITNESSETH

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

WHEREAS, WEDC has determined that the Claimant is an eligible recipient of Enterprise Zone Tax Credits, eligible to be certified pursuant to Wis. Stat § 238.399(5); and

WHEREAS, in reliance on the materials and information provided by Recipient, WEDC has determined as part of its mission to certify that the Claimant is eligible for up to One Hundred Million Dollars (\$100,000,000) in Enterprise Zone 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 Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms 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 23 of this Agreement. This Agreement will be governed by Wisconsin Statutes in effect as of the Effective Date.

(b) "Application" means the materials submitted by Recipient to WEDC relating to the allocation of Enterprise Zone Tax Credits.

(c) "Base Year" means the Twelve (12) month period immediately preceding the Certification Date. For purposes of this Agreement, the Base Year is January 1, 2024, to December 31, 2024.

(d) "Capital Expenditures" means the capitalized costs related to tangible assets such as land, buildings, and equipment which: (i) are paid by the Claimant, (ii) directly relate to the Project in WEDC's reasonable discretion, and (iii) are one of the following eligible investment types: land

costs, new construction, renovations, equipment, FF&E and IT, unique to the earning period outlined in Exhibit A of this Agreement.

(e) "Capital Investment Tax Credits" means the Enterprise Zone Tax Credits the Claimant is certified as eligible to earn under Wis. Stat. § 71.28(3w)(bm)3 .

(f) "Certification Date" means January 1, 2025, the date on which the eligibility to earn Enterprise Zone Tax Credits begins. No activities occurring prior to the Certification Date will be considered in allocating Tax Credits.

(g) Claimant" means a person who is certified to claim Enterprise Zone Tax Credits under Wis. Stat. § 238.399(5) and who files a claim under Wis. Stat. § 71.28(3w). For purposes of this Enterprise Zone, the Recipient as herein defined is a Claimant.

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

(i) "Enterprise Zone" means the Recipient's business facilities in Kenosha County, Wisconsin, an enterprise zone designated pursuant to Wis. Stat. § 238.399, which will be considered a tier II enterprise zone.

(j) "Enterprise Zone Base" means the number of Full-Time Employees employed in the Enterprise Zone in the Base Year. The Enterprise Zone Base for this Agreement is One Hundred Seventeen (117).

(k) "Enterprise Zone Tax Credits" means the tax credits the Claimant is certified as eligible to receive under Wis. Stat. § 238.399(1)(c).

(l) "Full-Time Employee" means an individual who is employed in a Full-Time Job directly by the Recipient (subject to Wis. Stat. § 202.24(4)(b) and Wis. Stat. § 202.21(5)).

(m) "Full-Time Job" means a nonseasonal job for which the annual pay is more than Twenty-Two Thousand Six Hundred and Twenty Dollars (\$22,620) (One Hundred Fifty Percent (150%) of the federal minimum wage), and for which the person is offered retirement, health, and other benefits.

(n) "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 outlines in Section 5(b)(iii) of this Agreement.

(o) "Job Creation Tax Credits" means the Enterprise Zone Tax Credits the Claimant is certified as eligible to earn pursuant to Wis. Stat. § 71.28(3w)(b).

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

(q) "New Full-Time Employee" means a Full-Time Employee employed in a Full-Time Job created after the Certification Date.

(r) "Partial-Year Employee" means an individual who only worked part of the year due to their hiring or termination dates, who would have met the Full-Time Employee definition if they had worked the full year.

(s) "Project" means the economic investment activities, specifically the Recipient expanding its operations, as outlined in the Recipient's Application, in the Enterprise Zone, for which WEDC is certifying the Claimant as eligible for receiving Tax Credits.

(t) "Recipient" means Eli Lilly and Company (identified as federal employment identification number 35-0470950). The Recipient shall be a Claimant for purposes of Wis. Stat. § 71.28(3w)(a)2.

(u) "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.

(v) "Significant Capital Expenditure" means a capital investment in the Enterprise Zone, beyond the Claimant's normal capital expenditures, that is needed to achieve the specific purpose of completing the Project.

(w) "Significant Capital Investment" means a capital investment in excess of Ten Million Dollars (\$10,000,000) in the Enterprise Zone, beyond the Recipient's normal capital expenditures, that is needed to achieve the specific purpose of completing the Project.

(x) "Statewide Base" means the number of Full-Time Employees that the Recipient has employed in the entire state of Wisconsin in the Base Year. The Statewide Base for this Agreement is One Hundred Seventeen (117).

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

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

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

(bb) "Zone Payroll" means the amount of State Payroll that is attributable to Wages paid to Full-Time Employees based in the Enterprise Zone. Zone Payroll does not include the amount of Wages paid to any Full-Time Employee that exceeds One Hundred Thousand Dollars (\$100,000).

2. Duration. The allocation of Enterprise Zone Tax Credits under Wis. Stat. § 238.399 will be effective for, and can be earned over a period of, up to One Hundred Forty-Four (144) consecutive

months, commencing at 12:00 a.m. on the Certification Date and expiring at 11:59 p.m. on December 31, 2036 (“End of Enterprise Zone”).

3. Certification of Claimant for Tax Benefits. Subject to the terms and conditions set forth in this Agreement, and in Wis. Stat. §§ 71.28(3w) and 238.399, WEDC hereby certifies that the Claimant is eligible for up to One Hundred Million Dollars (\$100,000,000) in Enterprise Zone Tax Credits for the Claimant’s Fiscal Years ending 2025 through 2036.

4. Recipient's Obligations. The Recipient will:

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

(b) Make a Significant Capital Investment in the Enterprise Zone of approximately Eight Hundred Twenty Million Dollars (\$820,000,000).

(c) Maintain the Significant Capital Expenditure, for which the Claimant has been verified to receive Enterprise Zone Tax Credits, through the End of the Enterprise Zone.

(d) Maintain the number of Full-Time Employees making up the Enterprise Zone Base through the End of the Enterprise Zone.

(e) Maintain the number of New Full-Time Employees hired in the Enterprise Zone through the End of the Enterprise Zone.

5. Eligibility for Enterprise Zone Tax Credits.

(a) Annual Requirements for Receipt of Enterprise Zone Tax Credits. As a threshold to be eligible to earn any Enterprise Zone Tax Credits in a particular year, the number of Full-Time Employees must not have decreased below the Enterprise Zone Base, and the Claimant must have created at least Eighty Percent (80%) of the Target Cumulative New Full-Time Employees in the Enterprise Zone, as detailed in the Disbursement Schedule attached as Exhibit A.

(b) Calculation of Enterprise Zone Tax Credits. The Claimant is certified to receive Enterprise Zone Tax Credits up to the annual amounts detailed in the Disbursement Schedule attached as Exhibit A. The actual amount of Enterprise Zone Tax Credits that the Claimant will be able to earn is dependent on the Claimant’s actual employment levels; Wages paid to Full-Time Employees; and actual Significant Capital Expenditures incurred by the Claimant.

(i) Job Creation Tax Credits. Subject to the Claimant meeting the Annual Requirements as set forth in Section 5(a), the Claimant will be eligible to earn up to Eighteen Million Dollars (\$18,000,000) in Job Creation Tax Credits according to the Disbursement Schedule attached as Exhibit A. Job Creation Tax Credits may only be earned for Full-Time Employees in the Enterprise Zone which earn an annual Wage of at least Thirty Thousand Dollars (\$30,000), at a rate of seven percent (7%) of the Wages between Thirty Thousand Dollars (\$30,000) and One Hundred Thousand Dollars (\$100,000), paid to the Full-Time Employees, as determined by the following calculation pursuant to § 71.28(3w)(b):

a. First, for each year determine the lesser of either (i) the increase in the number of Full-Time Employees in the Enterprise Zone as compared to the

Enterprise Zone Base or (ii) the number of Full-Time Employees in the State as compared to the Statewide Base (the “Eligible New Full-Time Employees for Calculating Tax Credits”);

b. Second, determine the Claimant’s Average Zone Payroll by dividing the total Wages for Full-Time Employees in the Enterprise Zone by the number of Full-Time Employees employed by the Claimant in the Enterprise Zone in the taxable year (“Average Zone Payroll”). Any Wages earned by a Full-Time employee in excess of one Hundred Thousand Dollars (\$100,000) will not be counted in this calculation;

c. Third, subtract Thirty Thousand Dollars (\$30,000) from the Average Zone Payroll (“Average Eligible Wage Amount”);

d. Fourth, multiply the number of Eligible New Full-Time Employees for Calculating Tax Credits by the Average Eligible Wage Amount (“Creditable Wage Amount”);

e. Lastly, multiply the Creditable Wage Amount by 0.07.

Partial Year Employees may be included as Eligible New Full-Time Employees for Calculating Tax Credits if their Wages would have exceeded Thirty Thousand Dollars (\$30,000) had they worked an entire year, and their actual qualified Wages will be included in the Zone Payroll calculation. Partial Year Employees whose employment was terminated during the year but whose Wages would have exceeded Thirty Thousand Dollars (\$30,000) had they worked an entire year will not be included as Eligible New Full-Time Employees for Calculating Tax Credits, but their actual qualified Wages will be included in the Zone Payroll calculation.

(ii) Capital Investment Tax Credits. Subject to the Claimant satisfying its Annual Requirements as set forth in Section 5(a), the Claimant collectively will be eligible to earn up to Eighty-Two Million Dollars (\$82,000,000) in Capital Investment Tax Credits according to the Disbursement Schedule attached as Exhibit A. Capital Investment Tax Credits will be calculated at a rate of ten percent (10%) of the cost of Claimant’s Significant Capital Expenditures in the Enterprise Zone, pursuant to Wis. Stat. § 71.28(3w)(bm)3. Capital Investment Tax Credits will not be earned for equipment moved into the Enterprise Zone.

(c) Verification to Claim Enterprise Zone Tax Credits. Subject to Sections 5(a) and (b), Enterprise Zone Tax Credits will be verified by WEDC and may be earned by the Claimant according to the Disbursement Schedule in Exhibit A.

6. Refund Eligibility. Enterprise Zone Tax Credits are refundable and may be subject to limitations as set forth in Wis. Stat. § 71.28(3w).

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) Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to show:

(i) The number of Full-Time Employees making up the Enterprise Zone Base and Statewide Base maintained by the Recipient in the Enterprise Zone and in the State of Wisconsin pursuant to this Agreement;

(ii) The number of New Full-Time Employees hired and maintained by the Recipient in the Enterprise Zone and in the State of Wisconsin pursuant to this Agreement;

(iii) The total Wages paid to Existing and New Full-Time Employees working in the Enterprise Zone and in the State of Wisconsin; and

(iv) The amount and type of Significant Capital Expenditures made by the Recipient in the Enterprise Zone.

(b) 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 must include information required by WEDC to determine Project performance which will, at a minimum, include 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 ("Project Goals and Metrics"):

| Metric | Goal* |
|--------------------|-----------------|
| Job Creation | 700 |
| Job Retention | 117 |
| Capital Investment | \$2,232,700,000 |
| Leverage-Total | \$2,473,700,000 |

*These Project Goals and Metrics represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are expressly noted as a requirement elsewhere in the Agreement Failure to meet the Project Goals and Metrics in no way shall trigger a requirement of specific performance as a penalty or remedy for non-performance or Event of Default.

(c) The documentation identified in (a) and (b) must cover each year of the Enterprise Zone.

(d) Schedule of Reporting.

| Period Covered | Documentation Required | Due Date |
|-----------------------------------|---|-----------------|
| January 1, 2025-December 31, 2025 | Annual Performance Report & Verification Report | March 1, 2026 |
| January 1, 2025-December 31, 2026 | Annual Performance Report & Verification Report | March 1, 2027 |
| January 1, 2025-December 31, 2027 | Annual Performance Report & Verification Report | March 1, 2028 |
| January 1, 2025-December 31, 2028 | Annual Performance Report & Verification Report | March 1, 2029 |
| January 1, 2025-December 31, 2029 | Annual Performance Report & Verification Report | March 1, 2030 |

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|-----------------------------------|---|---------------|
| January 1, 2025-December 31, 2030 | Annual Performance Report & Verification Report | March 1, 2031 |
| January 1, 2025-December 31, 2031 | Annual Performance Report & Verification Report | March 1, 2032 |
| January 1, 2025-December 31, 2032 | Annual Performance Report & Verification Report | March 1, 2033 |
| January 1, 2025-December 31, 2033 | Annual Performance Report & Verification Report | March 1, 2034 |
| January 1, 2025-December 31, 2034 | Annual Performance Report & Verification Report | March 1, 2035 |
| January 1, 2025-December 31, 2035 | Annual Performance Report & Verification Report | March 1, 2036 |
| January 1, 2025-December 31, 2036 | Annual Performance Report & Verification Report | March 1, 2037 |

(e) Recipient must submit all required annual reports and other documentation in a timely manner. If Recipient fails to submit all reporting material within 365 days of the end of a taxable year, Recipient may not receive Enterprise Zone Tax Credits earned during that taxable year.

(f) Within Thirty (30) days, notify WEDC in writing, if any net Full-Time Jobs in Wisconsin are reduced or if any Full-Time Jobs are relocated out of Wisconsin.

(g) 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.

(h) 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 Employees in Wisconsin as compared to the number of Full-Time Employees making up the Enterprise Zone Base, the amendment request will be reviewed by WEDC's Awards Administration Committee and Board of Directors.

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

(a) The Recipient supplies false or misleading information to WEDC to obtain tax credits under this Agreement.

(b) The Recipient leaves the Enterprise Zone to conduct substantially the same business outside of the Enterprise Zone during the duration of this Agreement.

(c) The Recipient ceases operations in the Enterprise Zone during the duration of this Agreement and does not renew operation of the business or a similar business in the Enterprise Zone within twelve (12) months.

(d) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance. For the avoidance of any doubt:

- (i) Failure to meet the Project Goals and Metrics as set forth in Section 7(b) shall not constitute a failure to comply or perform in any material respect of any obligations of this Agreement; and
- (ii) Failure to meet the Minimum Cumulative New Full Time Employees to Qualify or the Target Cumulative New Full Time Employees in the Disbursement Schedule attached as Exhibit A shall not constitute a failure to comply or perform in any material respect of any obligations of this Agreement, but failure to meet the Minimum Cumulative New Full Time Employees to Qualify in the Disbursement Schedule attached as Exhibit A in any year will result in the forfeiture of the Enterprise Zone Tax Credits for that year.

(e) The Recipient is in default under any other Agreement between WEDC and the Recipient.

Notwithstanding anything to the contrary, no Event of Default under Section 8(d) or (e) above will be deemed to have occurred if WEDC determines, in its sole discretion, that the circumstances giving rise to the Recipient's failure to perform or meet the obligations under the Agreement occurred at a business facility of the Recipient due to forces beyond the reasonable control and without the fault, negligence, or misconduct of either the Recipient, including regulatory actions preventing business activities, acts of war, terrorism, military disturbances, acts of the public enemy, natural disasters, pandemic, or unlawful (as determined by the NLRB or WERC) work stoppage or strike.

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 ("Cure Period"), 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, at the end of the Cure Period without further written notice to the Recipient, declare the Recipient in default. The Cure Period will in no event be extended more than ninety (90) days.

(b) In the Event of Default as set forth in Section 8(a)-(e) and if the Event of Default has not been remedied to the satisfaction of WEDC after the expiration of the Cure Period set forth in Section 9(a) and WEDC has declared the Recipient in default, WEDC may at its discretion terminate the Agreement and if WEDC decides to terminate the Agreement, the Wisconsin Department of Revenue (DOR) at its discretion may recover from the Claimant:

- (i) Up to One Hundred Percent (100%) of the tax credits verified by WEDC and claimed by the Claimant 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 Claimant under this provision.

(c) Upon an Event of Default as set forth in Section 8(a)-(c) and if the Event of Default has not been remedied to the satisfaction of WEDC after the expiration of the Cure Period set forth in Section 9(a) and WEDC has declared the Recipient in default, WEDC shall without further notice revoke the Claimant's certification. Upon an Event of Default as set forth in Section 8(d)-(e) and if the Event of Default has not been remedied to the satisfaction of WEDC after the expiration of the Cure Period set forth in Section 9(a) and WEDC has declared the Recipient in default, WEDC may, at its discretion, without further notice revoke the Claimant'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 Enterprise Zone 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 and 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 and 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 their 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 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 and 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.

(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 will 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, § 19.31-.39, and any successor statutes or 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 conducted 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 financial and project records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials must be retained by the Recipient for a period of at least three (3) years after March 1, 2037.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Five (5) business days 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 Access Records. The Recipient hereby authorizes WEDC to request and receive confidential information that the Claimant 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 Claimant's employees; the monthly employee count; and the Claimant's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Claimant 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 their 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 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.

(g) WEDC's Commitment. This commitment represents the extent of WEDC's participation in the Project. If the Recipient plans further investment and additional projects in the Enterprise Zone, WEDC may consider additional incentives, which will be underwritten and approved pursuant to WEDC's standard policies and procedures.

(h) Online Portal and Document Delivery. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure.

13. Notice. Notice under this Agreement must be in writing and delivered by email. Notice will be considered received when sent. If a party sending a notice via email receives a machine-generated message that delivery has failed, the sender must, no later than five (5) business days after sending the email message, mail a tangible copy of that notice by a nationally recognized overnight courier service with end-to-end tracking and all fees prepaid or by certified mail, postage prepaid, return receipt requested. The mailing address and regularly monitored email address(es) for the parties are as follows:

To Recipient:

Eli Lilly and Company
893 Delaware Street
Indianapolis, IN 46225
Attn: Erik Orstead
Email: orstead_erik_m@lilly.com

To WEDC:

Wisconsin Economic Development Corporation
2352 South Park Street, Suite 303
Madison, WI 53713
Attn: Enterprise Zone
Contract # EZ FY26-54412
Email: legal@wedc.org

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

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

16. 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, will 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.

17. 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, ATTORNEY'S 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.

18. 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.

19. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability will not invalidate the entire Agreement. Instead, this Agreement will be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment will 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 will 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.

20. 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.

21. Captions. The captions in this Agreement are for convenience of reference only and will not

define or limit any of the terms and conditions set forth herein.


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

23. 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 

Melissa L. Hughes,
Secretary and CEO

August 19, 2025
Date

ELI LILLY AND COMPANY

By: 

Norman Denton,
Associate Vice President,
Global Capital and Strategic Real Estate

August 19, 2025
Date

EXHIBIT A
TAX CREDIT DISBURSEMENT SCHEDULE

| | Minimum Cumulative New Full Time Employees to Qualify | Target Cumulative New Full Time Employees | Maximum Job Creation Credits | Maximum Capital Investment Credits | Maximum Annual Total |
|--|--|---|---------------------------------|---|-------------------------|
| January 1, 2025, December 31, 2025 | 16 | 21 | \$30,000 | \$10,000,000 | \$10,030,000 |
| January 1, 2026, December 31, 2026 | 99 | 124 | \$200,000 | \$15,000,000 | \$15,200,000 |
| January 1, 2027, December 31, 2027 | 302 | 378 | \$1,070,000 | \$25,000,000 | \$26,070,000 |
| January 1, 2028, December 31, 2028 | 489 | 612 | \$1,500,000 | \$17,000,000 | \$18,500,000 |
| January 1, 2029, December 31, 2029 | 560 | 700 | \$1,750,000 | \$15,000,000 | \$16,750,000 |
| January 1, 2030, December 31, 2030 | 560 | 700 | \$1,750,000 | \$0 | \$1,750,000 |
| January 1, 2031, December 31, 2031 | 560 | 700 | \$1,800,000 | \$0 | \$1,800,000 |
| January 1, 2032, December 31, 2032 | 560 | 700 | \$1,900,000 | \$0 | \$1,900,000 |
| January 1, 2033, December 31, 2033 | 560 | 700 | \$2,000,000 | \$0 | \$2,000,000 |
| January 1, 2034, December 31, 2034 | 560 | 700 | \$2,000,000 | \$0 | \$2,000,000 |
| January 1, 2035, December 31, 2035 | 560 | 700 | \$2,000,000 | \$0 | \$2,000,000 |
| January 1, 2036, December 31, 2036 | 560 | 700 | \$2,000,000 | \$0 | \$2,000,000 |
| Total | 560 | 700 | \$18,000,000 | \$82,000,000 | \$100,000,000 |