

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made as of the 9th day of September, 2014 (the “Effective Date”), by and between the City of Wausau, Wisconsin, a Wisconsin municipal corporation (hereinafter referred to as “City”); and Apogee Wausau Group, Inc., a Wisconsin corporation (hereinafter referred to as “Apogee”).

RECITALS

WHEREAS, Apogee is the owner of real property located at 7200 Stewart Avenue, 7500 Stewart Avenue and 7550 Stewart Avenue, in the City of Wausau, County of Marathon, State of Wisconsin (collectively, the “Property”);

WHEREAS, Apogee desires to expand its business operations located within the City of Wausau, by among other actions, expanding the improvements on the Property by at least 118,000 square feet at the cost of at least Five Million and 00/100s Dollars (\$5,000,000.00) and placing an additional equipment at the Property with a value of at least Ten Million and 00/100s Dollars (\$10,000,000.00);

WHEREAS, Apogee believes the above described expansion of its business operations and the Property will increase employment and capital and facility growth opportunities;

WHEREAS, Apogee’s plan to expand business operations as described above is conditioned upon the satisfaction of certain conditions, including, without limitation, the receipt of the requested grant from the City of Wausau.

WHEREAS, Apogee has requested a grant of One Million Two Hundred Thousand and 00/100s Dollars (\$1,200,000.00) from the City to offset costs such as facility expansion, and equipment acquisition;

WHEREAS, Economic Development Committee and the Common Council of the City have reviewed the developer grant request and finds the following:

1. That the Apogee business expansion would not occur at the Property without the financial assistance from the City financed from Tax Increment District Number Ten.
2. That the developer incentives for facility expansion and equipment acquisition are an eligible expense under the tax increment financing laws.
3. That this project furthers the purposes of Tax Increment Financing and the objectives of the Tax Increment District Number Ten Project Plan objectives.
4. That payment of the City’s assistance to Apogee is necessary to effectuate the purposes for which the Tax Increment Ten was created and to implement its project plan.

5. That developer incentives and payments made at the discretion of the common council were listed as project plan costs within the Tax Increment District Ten. .
6. That the expansion of manufacturing capabilities and product lines; and increased employment, capital and facility growth in the long and short term is in the vital and best interest of the City and its residents and in accordance with the public purpose and conditions of applicable state and local laws and the standards under which the tax increment district was undertaken and implemented.

WHEREAS, Apogee believes the above described expansion will expand manufacturing capabilities and product lines, increase employment and capital and facility growth opportunities by, among other actions, expanding certain operations in the City of Wausau;

WHEREAS, Apogee's plan to expand as described above at the Property is conditioned upon the satisfaction of certain conditions, including, without limitation, the receipt of the requested grant from the City.

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created a Tax Incremental District, the City of Wausau Tax Increment District Ten (the "TID"), and adopted a Project Plan, to finance certain costs to induce development within or around the TID, and the expenditures to be made and reimbursed under this Agreement were authorized by the Plan and adopted by the City under Wisconsin Statutes, Section 66.1105(4)(h)(2); and

WHEREAS, in order to achieve the objectives of the Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the Plan, the City has determined to provide assistance through grants from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, Apogee has proposed a development, as hereinafter described, within the TID and located on the Property. The City has determined that the proposed development by Apogee will promote and carry out the development objectives of the City and provide additional employment opportunities within the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. City Grants to Apogee. Pursuant to the terms and conditions of this Agreement, City agrees to make, and Apogee agrees to accept, a grant equal to One Million Two Hundred Thousand and 00/100s Dollars (\$1,200,000.00) (the "Grant"). The Grant shall be in the form of a reimbursement for capital costs of facility expansion for work contemplated by the budget from United Structures, Inc. dated Revised October 7, 2014 attached as Exhibit A and equipment acquisition for equipment to be located at the Property (the "Reimbursable Expenses"). In no event shall the Grant be used for reimbursement of expenses incurred by Apogee in constructing the sewer main as required pursuant to Section 6 below.

2. Payment of Grant. All disbursements of the Grant shall be made by City directly to Apogee and, provided such invoice contains supporting documentation to City's reasonable satisfaction, shall be made within thirty (30) business days of invoice submission. Apogee shall not invoice the City for the Grant more than two (2) times per month. All invoices shall include only portions of the Reimbursable Expenses previously performed, shall describe the portion of the Reimbursable Expenses performed, shall list all contractors, sub-contractors and materialmen who performed such work and the amounts due to each, and shall be accompanied by copies of invoices from such contractors, sub-contractors and materialmen and proof of payment by Apogee of such invoices. Apogee certifies that all of the invoices submitted shall be for Reimbursable Expenses and as agreed to by the terms of this Agreement. Notwithstanding the above, City shall not be obligated to disburse the Grant, or any portion thereof, until Apogee has provided evidence to the City that Apogee has previously paid at least \$4,000,000.00 in connection with improvements at the Property and placement of equipment at the Property.

3. Apogee's Creation and Retention of New Full-Time Jobs. Apogee shall create and maintain at least ninety-three (93) New Full-Time Jobs by the fifth anniversary of the Effective Date. A "New Full-Time Job" is a full-time job created after the Effective Date and that is performed at the Property by employees of Apogee and created as a result of the operation of Apogee's business at the Property where an employee is required to work an average of at least forty (40) hours per week and at least 2,080 hours per year, including paid leave and holidays, and for which the employee receives annual pay that is equal to at least \$30,000. Apogee represents to the City that as of the Effective Date Apogee has 380 full time employees working primarily at the Property. Apogee shall submit an annual written report to the City's Community Development Department staff on or before November 30 of each year through 2019 which discloses to the City the number of employees of Apogee with full-time jobs working primarily at the Property. If Apogee fails to comply with the above and the City makes the failure known within one (1) calendar year of the failure, the City may exercise its claw back rights as set forth in paragraph five (5) below after giving Apogee notice and a reasonable opportunity – at least thirty (30) calendar days – to make reasonable progress towards a cure.

4. City Inspection/Audit Rights. The City shall have the right to inspect the results of the Reimbursable Expenses from time to time upon reasonable notice during regular business hours. The City shall also have the right to audit all financial and related records associated with the Reimbursable Expenses, and the creation of New Full-Time Jobs upon reasonable notice to Apogee. In the event such audit reveals that Apogee overstated the Reimbursement Expense so that the City's Grant would have been less than actually paid or overstated New Full-Time Jobs so that the City would have claw back rights under paragraph 5 below but for such overstatements, Apogee shall reimburse City for the reasonable costs of completing the audit.

5. City's Claw Back Rights Related to New Full-Time Jobs. In the event that Apogee does not create and retain at least ninety-three (93) New Full-Time Jobs within in the time frames set forth in paragraph 2 above, Apogee shall reimburse the City in an amount equal to ninety-three (93) less the actual New Full-Time Jobs created or maintained by Apogee multiplied by Twelve Thousand Nine Hundred Three and 00/100s Dollars (\$12,903.00). Apogee shall reimburse the City within thirty (30) days of written demand from the City. Notwithstanding any other provision of this Agreement, City shall not have the right to seek

reimbursement from Apogee for more than the portion of the Grant that was actually disbursed by City to Apogee.

6. Sewer Main. Apogee and the City acknowledge that Apogee's expansion plans as set forth in this Agreement include building improvements over a sewer main which serves other properties within the City's west-side industrial park which is located on the Property as part of the previously vacated 75th Avenue. Apogee shall place a manhole on the vacated 75th Avenue south of Highland Avenue prior to building improvements over the sewer main in order to mitigate any damages which may result from problems associated with the sewer main under the improvements to be built by Apogee during the fall/winter/spring season of 2014 and 2015. The manhole built by Apogee may be used by the City for pumping should the existing main under the proposed improvements fail. No later than July 31, 2015 Apogee shall, at their sole cost and expense and without compensation or reimbursement from the City, build a new sewer main to the west of the Property between Highland Avenue and Stewart Avenue and, if the City determines it is reasonably necessary, relocate the sanitary sewer lateral for 7400 Highland Drive. The sewer main shall be constructed in a good, workmanlike manner pursuant to specifications prepared by Apogee which are reasonably acceptable to the City. All work performed by Apogee under this Section shall be under the direction of a professional civil engineer hired by Apogee and shall be done after proper permitting is obtained. Upon completion of the new sewer main by Apogee and provided it meets with City's reasonable approval, Apogee shall donate the new sewer main to the City, at no cost to the City, and the City shall accept ownership of the new sewer main. Upon donation of the new sewer main, Apogee shall grant an easement to the City over the Property whereby the City is given access to the Property so that the City may maintain, repair and replace the new sewer main. Upon donation of the new sewer main the existing sewer and water mains located in the vacated 75th Avenue shall be deemed to be the property of Apogee and shall be treated as private laterals for all purposes thereafter. In the event of a casualty which occurs to the sewer main after the improvements have been built over the sewer main but prior to Apogee constructing the new sewer main, Apogee shall indemnify and hold the City harmless for any and all costs to remediate, repair and fix the sewer main located under the improvements on the Property, including, without limitation, pumping, which are in excess of the cost the City would have incurred had the improvements not been built.

7. Real Estate Taxes. Apogee agrees that prior to the date that is eighteen (18) years after the Effective Date (the "Termination Date"), Apogee (or a successor owner of the Property as applicable) will pay, when due, all real ad valorem real estate taxes on the Property. Subject to standard deed restrictions in favor of the City which encumber the City's business park of which the Property is a part, Apogee may transfer the Property to an entity or third party at any time; provided, however, that the obligation of the owner of the Property to continue making ad valorem real estate tax payments shall apply through the Termination Date whether or not the entity or other third party as successor to the Property is an entity or body normally exempt from paying ad valorem real estate taxes. Upon reaching the Termination Date, all future ad valorem real estate tax payments, and applications of exemptions from ad valorem real estate taxes, shall be made in accordance with normal rules concerning the same.

8. Miscellaneous.

A. Assignment. Apogee shall not have the right to assign this Agreement to any other party without the prior written consent of City, in City's sole discretion. No assignment of this Agreement shall serve to release Apogee from any liability or obligations under this Agreement.

B. Recording. Recording of this Agreement is prohibited except as allowed in this paragraph. At the request of either party, the parties shall promptly execute and record, at the cost of the requesting party, a short form memorandum describing the Property and stating restrictions related to ad valorem real estate taxes contained in paragraph seven (7) above, the Termination Date, and other information the parties agree to include.

C. Joint Review Board. Apogee acknowledges that the City will send a copy of this Agreement, executed by the parties, to the Joint Review Board for the TID, as required by Wisconsin Statutes, Section 66.1105(2)(f)(2)(d).

D. Notices. All notices must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Apogee: Apogee Wausau Group, Inc.
Attn: _____

City: City of Wausau
Attn: Clerk
407 Grant Street
Wausau, WI 54403

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

E. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

F. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

G. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

H. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Apogee.

I. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

J. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APOGEE WAUSAU GROUP, INC.

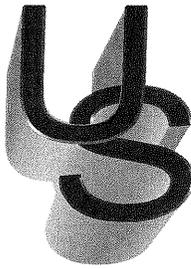
By: _____
Name: _____
Title: _____

CITY OF WAUSAU

By: _____
James E. Tipple, Mayor

Attest: _____
Toni Rayala, Clerk

EXHIBIT A
Revised October 7, 2014



UNITED STRUCTURES INC.

*P.O. Box 527, 3806 Concord Avenue, Schofield, WI 54476
Phone: (715) 355-1040 Fax: (715) 359-0541*

*August 7, 2014
Revised October 7, 2014*

*Linetec
725 S 75th Ave
Wausau, WI 54401*

RE: Anodizing Addition Project

*Based on discussion and preliminary plans we have formulated the following budget cost:
General specifications to match the existing building including costs for the following items:*

*******BUILDING*******

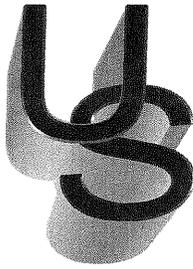
ANCHOR BOLTS
STRUCTURAL STEEL SYSTEM INCLUDING CRANE LOADING AND BEAMS FOR NEW LINE
STANDING SEAM ROOF SYSTEM AT MAIN BUILDING AREAS
ROOF SYSTEM EPDM AND FLASHINGS CONNECTING THE BUILDINGS
OPENING UP WALLS TO THE EXISTING BUILDING AND REINFORCING BRACING AND COLUMNS
(12) OVERHEAD DOORS AT DOCKS 9X10, AND 8x8 LEVELERS
WALK DOORS REQUIRED FOR EGRESS AND ACCESS
SOUTH ENDFRAME DESIGNED FOR FUTURE EXPANSION FOR 80' WEST FUTURE ADDITION
AUTO CRANE – (2) 240 LF BAYS WITH CRANE BEAMS
SUPPORT CRANE – (2) 120 LF BAYS WITH CRANE BEAMS
SHUTTLE CRANE – 160 LF BRACKET TO VP BUILDING COLUMN ON WEST SIDE
SAFETY TIE OFF CRANE “JIB LOADING” AT (4) COLUMN LOCATIONS
NOTE – CRANE ASCE RAIL AND J-BOLTS ARE BY OWNER

*******DEMO*******

REMOVE SHEETING ON EXISTING ANODIZE BUILDING EAST WALL UNDER OFFICES CONTINUING
AROUND THE PERIMETER OF 2013 ADDITION UP TO THE NEW MEZZANINE.
TRANSITION THE BUILDINGS NEW ROOF LINES TO THE EXISTING EAST BUILDING

*******CONCRETE*******

CONCRETE WALLS 8' AT DOCKS
CONCRETE RETAINING WALLS 8' AT DOCKS
CONCRETE WALL 8' AT BUILDING PERIMETER
DOCK PITS FOR 8X8 LEVELERS
GUARD POST PROTECTION ALL DOOR OPENINGS
EXTERIOR APRONS ALLOWANCE AT DOCK AREAS
EXTERIOR APRONS WALK DOORS
CONCRETE FLOOR SLAB (5")
RAMP CONNECTION AT FLOOR TRANSITION CONNECTING EXISTING BUILDINGS
PIT FOR OWNER SUPPLIED ELEVATOR AT EAST CONNECTOR AREA
SAW CUTTING AND PATCHING CONCRETE OPENINGS TO EXISTING BUILDINGS
CONCRETE JOINT FILLING
CONCRETE SEALER



UNITED STRUCTURES INC.

P.O. Box 527, 3806 Concord Avenue, Schofield, WI 54476

Phone: (715) 355-1040 Fax: (715) 359-0541

*****EXCAVATION*****

BUILDING FOOTPRINT, STRIP TOPSOIL, REMOVE ASPHALT, FILL AND GRADE WALLS FOR THE BUILDING, DIG BACKFILL AND COMPACT WALLS AT THE DOCKS, DIG BACKFILL AND COMPACT ALLOWANCE FOR SEEDING AND RESTORATION

*****MECHANICALS*****

PLUMBING INSIDE THE BUILDING FOR ROOF DRAINAGE AT THE CONNECTOR SECTIONS
PLUMBING INSIDE THE BUILDING AT LOADING DOCK FLAT ROOF SHAPE
FIRE SPRINKLER SYSTEM – NFPA 13 APPROVED WITH NEW RISERS AS REQUIRED AND MAIN CONNECTION FROM HIGHLAND DRIVE

*****DOCK EQUIPMENT*****

DOCK BOARDS, 8'-6" WIDE HYDRAULIC UNITS (12 POSITIONS NEW BUILDING 8 FACING NORTH AND 4 ANGLED POSITIONS)
DOCK SHELTERS
DOCK RESTRAINTS, (12 POSITIONS NEW BUILDING)
DOCK ARM LIGHTS LED
EXISTING DOCK REMOVE AND FILL IN DOCK BOARDS

*****OTHER COSTS INCLUDED*****

STATE APPROVAL COST FOR BUILDING AND FOUNDATION

ANODIZING ADDITION BUDGET COST:

- TOTAL AREA 118,440SF - \$4,640,479 / \$39.18 SF

PARKING LOT BUDGET COST:

- NORTH 175,450 SF NEW LOT PAVED AREA, STRIP REMAINING TOPSOIL, PLACE LEVEL AND COMPACT ROAD BASE 12", PAVE WITH 4" TYPE DOT E3 MIX \$437,500 *DNR/NOI AND REI CONSULTANT'S DESIGN TO DETERMINE FINAL LAYOUT AND FEATURES REQUIRED.

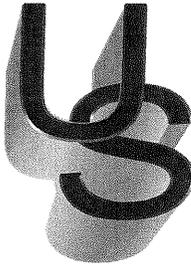
Thank you for allowing us to provide a budget cost for the project(s). We look forward to working with you to develop a cost effective solution to your building needs.

Please contact us with any questions.

Sincerely,

John Morache

United Structures, Inc.



UNITED STRUCTURES INC.

*P.O. Box 527, 3806 Concord Avenue, Schofield, WI 54476
Phone: (715) 355-1040 Fax: (715) 359-0541*

October 6, 2014

*Linetec
725 S 75th Ave
Wausau, WI 54401*

RE: Anodizing Addition Project (Cold Weather Costs for Concrete)

ANODIZING ADDITION WINTER CONCRETE CONDITIONS BUGDGET COST:

- The budget cost for winter concrete conditions for the project for hot water, heated aggregate, frost protection and additives will add approximately .50 / SF based on current supplier costs.*

Thank you for allowing us to provide a budget cost for the project(s). We look forward to working with you to develop a cost effective solution to you building needs.

Please contact us with any questions.

Sincerely,

*John Morache
United Structures, Inc.*