

**RESOLUTION NO. 2020-80**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
APPROVING AN AMENDED DEVELOPMENT AGREEMENT FOR THE PROBIO  
DEVELOPMENT**

The Village Board of the Village of Caledonia, Racine County, Wisconsin do resolve as follows:

**WHEREAS**, on March 15, 2019, the Village and Probio RE LLC and Centro Sperimentale Del Latte USA Inc. (together, "the Company") entered into an agreement ("Original Agreement") for the development of a new business facility on a property located in the Village's Tax Incremental District No. 3; and,

**WHEREAS**, the Original Agreement required the Company to invest a minimum of \$9 million in the new facility by no later than May 31, 2020 and to obtain substantial completion of the approximately 56,100 square foot facility by that same date; and,

**WHEREAS**, the Company had also agreed in the Original Agreement to a goal of creating at least 31 full-time positions at the new facility by January 1, 2023; and,

**WHEREAS**, for various reasons, the Company was unable to attain its completion and investment guarantees by May 31, 2020, which also pushed back the Company's hiring timeline, but the Company has now put in place the necessary mechanisms to attain such completion and investment requirements by the end of 2021, which it anticipates will allow it to attain its hiring goals by April 1, 2024.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Village is agreeable to amending the Original Agreement by pushing back the Company's Substantial Completion deadline, as well as its deadline for creating and retaining new Full-time Positions, all as set forth in the amended agreement attached hereto, which is hereby approved.

21<sup>st</sup> Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of September, 2020.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

James R. Dobbs  
Village President

Attest: \_\_\_\_\_

Karie Pope  
Village Clerk

## AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT ("**Amendment**"), effective as of the date last executed by any party below, is made and entered into by and between **PROBIO RE LLC ("PROBIO")**, a Wisconsin Limited Liability Company and **CENTRO SPERIMENTALE DEL LATTE USA INC. ("CSL")**, a Wisconsin corporation, (PROBIO and CSL, except where the context clearly indicates otherwise, collectively the "**Company**"), and the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin (the "**Village**");

### RECITALS:

A. On or about March 15, 2019, the Village and the Company entered into an agreement ("Original Agreement") for the development of a new business Facility on a Property, described in Exhibit A, which is located in the Village's Tax Incremental District No. 3 (unless otherwise stated, defined terms in this Amendment shall have the same meaning as in the Original Agreement); and,

B. The Original Agreement required the Company to invest a Guaranteed Minimum Investment of \$9 million in, and to obtain Substantial Completion of, the approximately 56,100 square foot Facility by no later than May 31, 2020; and,

C. For various reasons, the Company was unable to attain Substantial Completion of the Facility by May 31, 2020, but has now put in place the necessary mechanisms to attain Substantial Completion of the Facility by the end of 2021; and,

D. Because the Company's was not able to complete construction on the schedule it initially intended, its timeline for adding the anticipated 31 Full-time Positions at the Facility has also been impacted; and,

E. The Village is agreeable to amending the Original Agreement by pushing back the Company's Substantial Completion deadline, as well as its deadline for creating and retaining new Full-time Positions, all subject to the terms and conditions set forth in this Amendment.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH THE PARTIES HEREBY ACKNOWLEDGE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.

2. **Substantial Completion Date**. The Company shall attain Substantial Completion of the Facility by no later than December 31, 2021. All other requirements of the Original Agreement pertaining to the Facility remain in effect, including, without limitation, the required approximate size of the Facility and the Company's required \$9 million Guaranteed Minimum Investment in the Facility. "Substantial Completion" is amended to mean "attainment of an occupancy permit for the Facility and an investment of the Guaranteed Minimum Investment in the Facility by no later than December 31, 2021."

3. **Development Incentive**. Provided that the Company has attained Substantial Completion of the Facility by December 31, 2021, and is otherwise in compliance with the terms of the Original Agreement, the Village will begin paying the Company Development Incentive in 2022, rather than 2021 as in the Original Agreement. Any Property Tax Increment generated by the Property prior to 2022 shall be retained by the Village exclusively. The formula, logistics, and conditions pursuant to which Development Incentive shall be paid to the Company beginning in 2022 under this Amendment shall be the same as under the Original Agreement, although the duration that Development Incentive is payable to the Company under this Amendment is shorter, and hence the maximum possible Development Incentive the Company

could have received under the Original Agreement is reduced, as compared to the Original Agreement, due to the one-year delay reflected in this Amendment. For the avoidance of any confusion, while the date on which the Village will begin paying the Company Development Incentive is one year later under this Amendment than under the Original Agreement, the date by which Development Incentive shall cease being paid by the Village to the Company is unchanged. The Bond pursuant to which the Village will pay Development Incentive to the Company is hereby amended to reflect this Amendment's one-year delay in Development Incentive payment onset and changes to the definitions of defined terms used in the Bond.

**4. Job Creation and Retention.** The date on which the number of Full-time Positions maintained by the Company at the Facility shall first be calculated is amended from January 1, 2023 to April 1, 2024, and the Company's Annual Reporting Date shall be each April 1<sup>st</sup> thereafter. Any Development Incentive to which the Company is otherwise due shall not be impacted by the number of Full-time Positions at the Facility before April 1, 2024. Beginning on April 1, 2024, the amount of Development Incentive otherwise payable to the Company shall be reviewed annually and determined as set forth in the Original Agreement, and specifically subject to the reduction schedule set forth in Exhibit C thereto.

**5. Reminder of Original Agreement Unchanged.** Except as set forth in this Amendment, the Original Agreement is unchanged and remains in full force and effect according to its own terms.

[SIGNATURE PAGES FOLLOW]

**PROBIO RE LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Name Title

Attest: \_\_\_\_\_

\_\_\_\_\_  
Name Title

**CENTRO SPERIMENTALE DEL LATTE  
USA INC.**

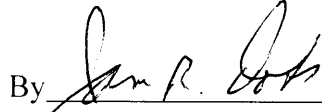
By: \_\_\_\_\_

\_\_\_\_\_  
Name Title

Attest: \_\_\_\_\_

\_\_\_\_\_  
Name Title

**VILLAGE OF CALEDONIA**

By   
James Dobbs, Village President

Attest:   
Karie Pope, Village Clerk