

**Second Amendment to Reimbursement Agreement**  
between  
**City of Appleton and North Meadows Investment Ltd.**

**I. THE PARTIES**

- 1.01 City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, WI 54911-4799 (“**City**”).
- 1.02 North Meadows Investment Ltd., a Wisconsin corporation maintaining offices at 4321 North Ballard Road, Appleton, WI 54913 (“**NMIL**”).
- 1.03 Together, the **City** and **NMIL** may be jointly referred to as the “**Parties**”.

**II. THE RECITALS**

- 2.01 The City and Thrivent Financial for Lutherans (“Thrivent”) entered into a Reimbursement Agreement on or about March 6, 2025 which is incorporated herein by reference (“Agreement”).
- 2.02 All capitalized terms that are not defined in this Second Amendment to Reimbursement Agreement (“Second Amendment”) will have the meanings ascribed to such terms in the Agreement.
- 2.03 In relevant part within the Agreement, Thrivent agreed to pay the City a Deposit of \$100,000 for expenses related to the anticipated creation of a tax increment district and corresponding development agreement to redevelop Thrivent’s office campus.
- 2.04 The Parties entered into a (First) Amendment to Reimbursement Agreement on or about February 9, 2026 providing for an additional deposit as set forth more particularly in that document which is incorporated herein by reference (“First Amendment”).
- 2.05 The Parties wish to further amend the Agreement to allow for an additional Deposit for the purpose of the City’s acquisition of land from WisDOT related to the anticipated creation of a tax increment district and corresponding infrastructure development within and/or benefiting the district.
- 2.06 The Parties have mutually determined that an Additional Deposit is necessary to continue to fund engineering analyses, ongoing fiscal and TID evaluation services and necessary land acquisition from WisDOT for future right-of-way.

**III. THE AGREEMENT**

***NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:***

The Recitals are hereby made a part of the Agreement.

- 3.01 NMIL agrees to pay to the City an Additional Deposit of \$395,500, pursuant to Section 2 of the Agreement for the purpose of costs related to land/right of way acquisition by the City from WisDOT related to the redevelopment of Thrivent’s office campus.
- 3.02 The Consultant Fees shall not exceed a total of \$630,668.75 (“Fee Ceiling”), which includes the Deposit, the first Additional Deposit (defined in the First Amendment), and the Additional Deposit described above without the prior written approval of NMIL, pursuant to Sections 1 and 2 of the Agreement.
- 3.03 Except as expressly set forth in this Second Amendment, all terms and conditions of the Agreement and First Amendment remain in full force and effect.

**IV. MISCELLANEOUS**

- 4.01 In the event that any part of this Second Amendment is found to be illegal, that part shall be stricken, and the Second Amendment interpreted as if that part did not exist.
- 4.02 This Second Amendment may be executed in counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Second Amendment are inserted for convenience of reference only and shall not constitute a part hereof.
- 4.03 This Second Amendment may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

***IN WITNESS WHEREOF***, the parties have caused the forgoing instrument to be executed on the day and year of the last signature below.

**North Meadows Investment Ltd.:**

By: \_\_\_\_\_  
Eric Merriman, President

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

**City of Appleton:**

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

By: \_\_\_\_\_  
Amy Molitor, City Clerk

Approved as to form:

Countersigned pursuant to §62.09(10), Wis. Stats.

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Christopher R. Behrens, City Attorney  
City Law A21-0375 | Second Amendment | crb

\_\_\_\_\_  
Jennifer L. Messerschmidt, CPA  
Director of Finance