

# AMENDMENT TO TAX INCREMENT DISTRICT NO. 11 DEVELOPMENT AGREEMENT

## 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 Oshkosh Investment LLC, a Wisconsin limited liability company and Lofgren Properties 6 LLC, a Wisconsin limited liability company, with an address of 202 West Main Street, Sun Prairie, WI 53590 (“Developer”).

## II. THE RECITALS

- 2.01 The City and Developer (collectively “Parties”) entered into a Development Agreement on February 6, 2023 and recorded by the Outagamie County Register of Deeds on February 10, 2023 as Document No. 2287676 (“Agreement”).
- 2.02 Paragraph 4.1.2 of the Agreement established a deadline for the Property to reach completion and Parties desire to extend that date.
- 2.03 The Parties mutually agree that it is in the best interests of both parties to extend the deadline.

## III. THE AGREEMENT

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

The Recitals are hereby made a part of the Agreement.

- 3.01 That Section 4.1.1 of the Agreement shall be amended in full to read:

The Project’s completion on or before January 1, 202~~7~~<sup>6</sup> subject to reasonable extensions, not to exceed six (6) months each, for Force Majeure which shall include, but not be limited to, any delays caused by pandemic or other acts beyond the reasonable control of the Developer. Such extensions shall be by mutual written agreement and, in considering any requested extension, the City and Developer agree that each will act in good faith, cooperate in expeditious and timely approvals, and said extensions shall not be unreasonably withheld, conditioned or delayed by the City.

3.02 That Section 4.1.2 of the Agreement shall be amended in full to read:

The Property's assessed value is no less than Six Million Dollars (\$6,000,000) on or after January 1, 202~~7~~6.

3.03 That Section 2.3.2 shall be amended in full to read:

The first payment shall be made on August 15, 202~~7~~6 based upon the Project's assessed value as of January 1, 202~~6~~6. Thereafter payments under this Agreement shall be due in annual installments, on August 15 based upon the Project's assessed value as of January 1 of the preceding year. Payments shall continue annually for a period of time described in Sec. 4.2

3.0~~3~~4 Except as expressly set forth in this Amendment, all other terms and conditions of the Development Agreement remain in full force and effect.

#### IV. MISCELLANEOUS

4.01 In the event that any part of this Amendment is found to be illegal, that part shall be stricken, and the Amendment interpreted as if that part did not exist.

4.02 This 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 Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

4.03 This Agreement 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.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

**Oshkosh Investment LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN        )  
  : ss.  
\_\_\_\_\_ COUNTY        )

Personally came, before me this \_\_\_\_ day of \_\_\_\_\_, 202~~5~~<sup>6</sup>,  
\_\_\_\_\_, to me known to be the person who executed the foregoing  
instrument and acknowledged the same in the capacity and for the purposes therein intended.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission is/expires: \_\_\_\_\_

**Lofgren Properties 6 LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN        )  
  : ss.  
\_\_\_\_\_ COUNTY        )

Personally came, before me this \_\_\_\_ day of \_\_\_\_\_, 2025,  
\_\_\_\_\_, to me known to be the person who executed the foregoing  
instrument and acknowledged the same in the capacity and for the purposes therein intended.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission is/expires: \_\_\_\_\_

