

**SECOND AMENDMENT TO TAX INCREMENTAL FINANCING  
DEVELOPER’S PERFORMANCE AGREEMENT**

This Agreement entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Lodi, a Wisconsin Municipal Corporation (“City”) and AMOCL-LODI, LLC (“Developer”).

**WHEREAS**, City and Lodi Veterinary Hospital S.C. together with LVH Real Estate LLC (collectively “Lodi Vet”) are parties to a Tax Incremental Financing Developer’s Performance Agreement dated December 21, 2016 (“the Agreement”); and

**WHEREAS**, the Agreement between City and Lodi Vet concerns improvements made by Lodi Vet on Parcels 11246 1200.03, 187.01 and 187.02 in the City of Lodi (collectively “the Parcel”); and

**WHEREAS**, the Agreement was amended by the City and Lodi Vet on September 28, 2020; and

**WHEREAS**, Lodi Vet has conveyed its interest in the Parcel to Developer and Section 6.3 of the Agreement requires the City to consent to any transfer or assignment of interest of the Agreement by Lodi Vet, and also requires any subsequent owner to be bound by the terms of the Agreement and any amendments thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, City and Developer do hereby agree as follows:

1. Pursuant to section 6.3 of the Agreement, City does hereby consent to the sale, transfer or assignment of the Parcel to Developer.
2. Developer agrees to be bound by the terms and conditions set forth in Section 6.3 of the Agreement going forward, and Developer also agrees to be bound by, and comply with all other terms and conditions of the Agreement, and all amendments going forward.



