

**AMENDED AND RESTATED  
COOPERATION AGREEMENT  
FOR THE  
FOX CITIES EXHIBITION CENTER**

Dated as of [April 1], 2018

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Amending and Restating in its entirety  
the Exhibition Center Cooperation Agreement,  
dated as of November 24, 2015

by and among

THE MUNICIPALITIES NAMED HEREIN

the

REDEVELOPMENT AUTHORITY OF THE  
CITY OF APPLETON, WISCONSIN

and the

FOX CITIES AREA ROOM TAX COMMISSION

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**AMENDED AND RESTATED  
COOPERATION AGREEMENT  
FOR THE  
FOX CITIES EXHIBITION CENTER**

This AMENDED AND RESTATED COOPERATION AGREEMENT (this “**Agreement**”), is made as of [April 1], 2018, by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kimberly**”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Little Chute**”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**” and, collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, and Menasha, the “**Municipalities**”), the REDEVELOPMENT AUTHORITY OF THE CITY OF APPLETON, WISCONSIN, a Wisconsin body corporate and politic (the “**ARA**”), and the FOX CITIES AREA ROOM TAX COMMISSION, a Wisconsin intergovernmental commission (the “**Room Tax Commission**”), to amend and restate in its entirety the Exhibition Center Cooperation Agreement, dated as of November 24, 2015 (the “**Original Agreement**”), entered into by and among the above parties and the Fox Cities Performing Arts Center, Inc. (the “**PAC**”), as a result of certain changes in facts and assumptions that have occurred subsequent to the execution of the Original Agreement.

**ARTICLE I**

**DEFINITIONS**

In addition to those terms defined throughout this Agreement, the following terms shall have the following meanings ascribed to them:

“**Additional Bonds**” means such revenue bonds in such series and in such principal amounts as the ARA may issue from time to time pursuant to a supplement to the Indenture for the purpose of refinancing or refunding then-outstanding Bonds.

“**Additional Municipality**” means any municipality within the Tourism Zone which, subsequent to the date of this Agreement, becomes a member of the Room Tax Commission and which, pursuant to Section 5.02, becomes a party to this Agreement.

“**Bonds**” means, collectively, the Series 2018 Bonds and any Additional Bonds issued by the ARA for the purposes set forth in this Agreement.

**“Commission Agreement”** means the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, by and between the Municipalities and the Room Tax Commission, as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of [April 1], 2018, and as further amended from time to time.

**“Credit Enhancement”** means a policy of bond insurance, a letter of credit, a guaranty, or another form of credit enhancement as security for payment of debt service on the Bonds

**“CVB”** shall mean the Fox Cities Convention & Visitors Bureau, Inc., a Wisconsin nonprofit corporation, or its successors and assigns pursuant to the Tourism Entity Agreement.

**“Exhibition Center”** means the Fox Cities Exhibition Center, a convention center as referenced in the Room Tax Act, more specifically described in Exhibit A hereto and situated on the Exhibition Center Property.

**“Exhibition Center Property”** means [the real property legally described in Exhibit B hereto.]

**“Exhibition Center Room Tax”** means the 3% Room Tax levied by each Municipality pursuant to the Room Tax Act and the Commission Agreement for purposes of paying, directly or indirectly, [the costs of construction of the Exhibition Center and debt service on the Bonds and/or such other reasonable and customary payments or deposits related to the Bonds as may be provided in the Indenture, such as, but not limited to, costs of issuance and administration, Credit Enhancement, debt service reserve and room tax stabilization funds, and capitalized interest, if any].

**“Governing Body”** means, when used with reference to a Municipality, the Common Council, Village Board, or Town Board, as applicable, of such Municipality.

**“Governing Body Authorizations”** means (i) the Ordinances, (ii) the resolutions titled [“Resolution Authorizing the Execution and Delivery of Documents relating to the Fox Cities Exhibition Center Project”] adopted by the Governing Bodies of: (a) Appleton on \_\_\_\_\_, 2018, (b) Grand Chute on \_\_\_\_\_, 2018 (c) Kaukauna on \_\_\_\_\_, 2018, (d) Kimberly on \_\_\_\_\_, 2018, (e) Little Chute on \_\_\_\_\_, 2018, (f) City of Menasha on \_\_\_\_\_, 2018, (g) Town of Menasha on \_\_\_\_\_, 2018, (h) City of Neenah on \_\_\_\_\_, 2018, (i) Town of Neenah on \_\_\_\_\_, 2018, and (j) Sherwood on \_\_\_\_\_, 2018, (iii) the resolution of the Room Tax Commission adopted on \_\_\_\_\_, 2018 relating to the Exhibition Center, and (iv) the resolution[s] of the ARA adopted on [February 16, 2018 and March 7, 2018, each] relating to the Exhibition Center.

**“Indenture”** means the Indenture of Trust, dated as of [April 1], 2018, by and between the ARA and the Trustee with respect to the Series 2018 Bonds as supplemented or amended from time to time pursuant to the terms thereof, including pursuant to which Additional Bonds are issued.

**“Lease”** means the instrument of lease between the ARA and Appleton described in Section 3.05 hereof, as amended from time to time pursuant to the terms thereof, including in connection with the issuance of Additional Bonds.

**“Management Agreement”** means the Management Agreement dated November 18, 2015 entered into by Appleton Holdings, LLC, as owner and operator of the Paper Valley Hotel, and [\_\_\_\_\_], a single purpose entity owned by Appleton Holdings, LLC, as amended from time to time.

[**“Mortgages”** means, collectively, any and all mortgages and assignments of leases, security agreements or other agreements or instruments entered into by the ARA and delivered to the Trustee for the purpose of granting the Trustee a mortgage lien on the Exhibition Center Property and all improvements located thereon, including the Exhibition Center [, and a security interest in the personal property described therein,] as collateral security for the payment of the Bonds, in each case as amended from time to time pursuant to the terms thereof.]

**“Municipality”** means each of, Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, Menasha, Sherwood, and any Additional Municipality.

**“Operators”** means any hotelkeepers, motel operators, and other persons that furnish accommodations that are available to the public and are obligated to collect the Room Tax.

**“Ordinances”** means the room tax ordinances adopted in November, 2015 by each Municipality’s Governing Body pursuant to the Room Tax Act, which levied a 10% Room Tax, including the Exhibition Center Room Tax.

**“Pledge and Security Agreement”** means the Pledge and Security Agreement, dated as of [April 1], 2018, by and among the Municipalities, the Room Tax Commission, and the Trustee, incorporating the pledge of Exhibition Center Room Taxes to the payment, directly or indirectly, of debt service on the Bonds and related purposes, as amended from time to time pursuant to the terms thereof.

**“Redevelopment Act”** means Section 66.1333 of the Wisconsin Statutes, as amended.

**“Room Tax”** means a tax levied pursuant to the Room Tax Act.

**“Room Tax Act”** means Section 66.0615 of the Wisconsin Statutes, as amended.

**“Room Tax Commission”** means the Fox Cities Area Room Tax Commission created by the Municipalities for the purpose of coordinating tourism promotion and tourism development in the Tourism Zone, the membership of which shall be established as set forth in the Commission Agreement and subsection (1m)(c)(2) of the Room Tax Act.

**“Series 2018 Bonds”** means the ARA’s Taxable Lease Revenue Bonds, Series 2018 (Fox Cities Exhibition Center Project), dated their date of initial delivery, issued in the aggregate principal amount of \$\_\_\_\_\_ pursuant to the Indenture.

“**Tourism Entity Agreement**” means Tourism Entity Agreement, dated as of December 31, 2015, between the CVB and the Room Tax Commission, as amended by a First Amendment to Tourism Entity Agreement, dated as of [April 1], 2018, and as further amended from time to time.

“**Tourism Zone**” as means the Fox Cities Tourism Zone, established pursuant to the Commission Agreement and the Room Tax Act, encompassing the Municipalities and any neighboring municipalities.

“**Trustee**” means Associated Trust Company, National Association, as trustee under the Indenture, and its successors in such capacity.

## ARTICLE II

### FACTS AND RECITALS

#### **Section 2.01 Governing Body Authorizations.**

The execution, delivery and performance of this Agreement by the Municipalities, the Room Tax Commission, and the ARA have been authorized by the respective Governing Body Authorizations and pursuant to Section 66.0301 of the Wisconsin Statutes, the Room Tax Act and the Redevelopment Act.

#### **Section 2.02 Tourism Zone Objectives.**

The Municipalities, the Room Tax Commission and the ARA have identified the development and redevelopment of the Tourism Zone and the promotion and development of tourism within the Tourism Zone as matters of group interest.

#### **Section 2.03 Importance of Exhibition Center.**

The Municipalities, the Room Tax Commission and the ARA have found and determined:

(a) that (i) each Municipality is located in a county or counties with a population of less than 380,000; (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000; and (iii) the Municipalities have worked cooperatively together to construct and finance the Exhibition Center, as contemplated by subsection (1m)(am)(3) of the Room Tax Act; and

(b) that the control, disposition, and use of the Exhibition Center is crucial to the achievement of a sound and coordinated development of the Tourism Zone and for the promotion and development of tourism activities within the Tourism Zone.

#### **Section 2.04 Construction of Exhibition Center.**

Since the date of the Original Agreement, the Exhibition Center project has been undertaken and completed by Appleton on behalf of the Municipalities, the Room Tax

Commission, and the ARA. Appleton has acquired the Exhibition Center Property within the Tourism Zone and has completed the construction of the Exhibition Center as described in Exhibit A hereto. The Exhibition Center project involved the construction, installation, and improvement of real property within the Tourism Zone, which improvements and interrelated facilities constitute a “convention center” within the meaning of the Room Tax Act.

**Section 2.05 Levy and Importance of Room Tax Revenues.**

The Municipalities have enacted the Ordinances to levy, and authorize the collection and enforcement of, a 10% Room Tax, which includes the Exhibition Center Room Tax, as permitted in the Room Tax Act. The Exhibition Center Room Tax revenues, as pledged and utilized pursuant to this Agreement and the Pledge and Security Agreement, will assist in the financing of the Exhibition Center.

**Section 2.06 Contract with CVB.**

The Room Tax Commission has entered into the Tourism Entity Agreement with the CVB, as a tourism entity, to obtain staff, support services, and assistance in developing and implementing programs to promote the Tourism Zone to visitors, and to receive and administer certain of the Room Taxes on behalf of the Room Tax Commission.

**Section 2.07 Management Agreement.**

Appleton has entered into the Management Agreement, providing for the operation and management of the Exhibition Center in such a manner as to promote and develop tourism within the Tourism Zone.

**Section 2.08 Termination of PAC Cooperation Agreement.**

The Cooperation Agreement dated June 1, 2000 (the “**PAC Cooperation Agreement**”), in which the Municipalities (excluding the City of Menasha and Sherwood, but including Fox Crossing, into which the Town of Menasha was incorporated, and Little Chute, which was added as a party after the initial execution) agreed to impose a Room Tax at the rate of two percent (2%) (the “**PAC Room Tax**”) and pledged certain revenues thereof to the payment of bonds (the “**PAC Bonds**”) which were issued to pay the costs associated with the construction of the Fox Cities Performing Arts Center has been terminated, and the PAC Bonds have been paid in full. The continued imposition and collection of the PAC Room Tax was authorized by the Ordinances.

**ARTICLE III**

**FINANCING OF THE EXHIBITION CENTER PROJECT**

**Section 3.01 Contribution of Exhibition Center Property to ARA.**

Acting pursuant to Section[s 6(f) and] 13 of the Redevelopment Act, to provide general support and assistance to the ARA in carrying out redevelopment as provided in the Redevelopment Act, Appleton shall contribute to the ARA, all Appleton’s right, title, and



interest in and to the Exhibition Center and the Exhibition Center Property. Appleton shall execute and deliver to the ARA such deeds, bills of sale, and other instruments as the ARA may reasonably request to evidence and perfect such contribution from Appleton.

**Section 3.02 Acceptance of Appleton Contribution.**

The ARA agrees to accept ownership of the Exhibition Center and the Exhibition Center Property from Appleton pursuant to Section 3.01 hereof. The ARA shall accept said ownership at any time as deemed appropriate by Appleton and the ARA.

**Section 3.03 Total Costs of Construction; Reimbursement to Appleton.**

The amounts spent by Appleton on the costs of the Exhibition Center project are set forth in Exhibit A. The Municipalities hereby agree that the following amounts shall be paid to Appleton to reimburse it for such project costs:

- (a) net proceeds of the Series 2018 Bonds, after payment of costs of issuance and funding of debt service reserve and stabilization funds as provided in the Indenture;
- (b) all Exhibition Center Room Taxes collected from January 1, 2016 through [\_\_\_\_\_] [the date of issuance of the Series 2018 Bonds], which are held by the CVB in the [Room Tax Clearing Account] pursuant to the Tourism Entity Agreement,
- (c) \$750,000 of funds held by the trustee for the PAC Bonds and remaining after payment of the PAC Bonds.

The Municipalities acknowledge that the application of the funds described in (b) and (c) above will reduce the principal amount of the Series 2018 Bonds necessary to finance the Exhibition Center project. The Room Tax Commission shall direct the CVB to apply the funds described in (b) above to such reimbursement, and the ARA shall direct the trustee for the PAC Bonds to apply the funds described in (c) above to such reimbursement.

**Section 3.04 Issuance of Bonds.**

- (a) The ARA shall issue and sell the Series 2018 Bonds upon terms acceptable to Appleton. Appleton's acceptance shall be conclusively evidenced by its execution of the Lease as provided in Section 3.05.
- (b) The ARA may, from time to time, issue and sell Additional Bonds upon terms acceptable to Appleton. Appleton's acceptance shall be conclusively evidenced by its execution of an amendment to the Lease with respect to Additional Bonds pursuant to the terms thereof.
- (c) The Bonds will be limited obligations of the ARA and shall not constitute a debt or obligation of the ARA, Appleton, or the other Municipalities and shall not be a charge against the general credit or taxing powers of the ARA or any Municipality except for and limited to the Exhibition Center Room Tax revenues pursuant to the Pledge and Security Agreement. Each series of Additional Bonds shall be payable by the ARA

solely from revenues derived by the ARA from the Lease, the Pledge and Security Agreement, amounts recovered by recourse to any Mortgage or any Credit Enhancement pursuant to Sections 3.07 or 3.08, and cash and securities held from time to time in certain trust funds held by the Trustee under the Indenture and the investment earnings thereon.

### **Section 3.05 Lease of Exhibition Center Property.**

The ARA agrees to lease to Appleton the Exhibition Center and the Exhibition Center Property contributed to the ARA. The Lease shall contain restrictions on the use of the Exhibition Center Property consistent with the restrictions on the use of the Exhibition Center and the Exhibition Center Property as a “convention center” within the meaning of the Room Tax Act and otherwise consistent with the terms hereof. The Lease shall be a “triple net lease” and shall provide for rents payable on such dates and in such amounts as shall be sufficient to make all payments of principal of and premium, if any, and interest on the Bonds. The obligation of Appleton to pay rents or other amounts due under the Lease shall be conditioned upon Appleton’s “quiet enjoyment” of the Exhibition Center Property. The ARA shall waive any rights it may have to reenter or retake possession of the premises or accelerate the payment of rents or other amounts due under the Lease in the event of a default by Appleton under the Lease. The Lease will also grant to Appleton an option to purchase all of the ARA’s right, title, and interest in and to the Exhibition Center Property for a price of \$100, which may be exercised at any time after the date of the full and final retirement of all outstanding Bonds (or provision therefor in accordance with the Indenture), except in the event of a termination of the Lease as provided therein.

The Lease shall provide for a credit against the rents due from Appleton for all Exhibition Center Room Taxes then on deposit with the Trustee and available for payment of debt service on the Bonds. The ARA and Appleton anticipate that the Exhibition Center Room Taxes will be sufficient to make all payments of debt service on the Bonds; *however*, in the event that such Exhibition Center Room Taxes are insufficient to make such payments, Appleton will agree, subject to the terms of the Lease, to fund such payments then due and payable under the Lease.

To the extent that Appleton is required to fund such payments under the Lease, such payments shall be considered a loan or advance to the Room Tax Commission to be reimbursed from future Exhibition Center Room Taxes, together with interest at a rate equal to the rate of interest established by the Local Government Investment Pool of the State of Wisconsin on the date of such loan or advance; such reimbursement to occur as soon as reasonably practicable and to the extent that the Room Tax Commission has received Exhibition Center Room Taxes in excess of that amount required for payment of principal, interest and premium, if any, on the Bonds.

### **Section 3.06 Municipalities to Pledge the Exhibition Center Room Tax.**

The Municipalities and the Room Tax Commission shall enter into the Pledge and Security Agreement setting forth the terms and conditions of the pledge of Exhibition Center Room Taxes, which pledge shall terminate upon payment in full of all outstanding Bonds.

**Section 3.07 Mortgage of the Exhibition Center Property.**

The ARA may grant to the Trustee, as security for the payment of the Bonds, a Mortgage. Any Mortgage will be subordinate to the Lease and will not give the Trustee any right to evict Appleton or retake possession of the Exhibition Center Property or to accelerate the payment of rents under the Lease.

**Section 3.08 Credit Enhancement.**

As further security for any Additional Bonds, the ARA may provide or cause to be provided Credit Enhancement with respect to the Bonds. Any premium or other fees payable to the issuer of a policy of bonds insurance or a letter of credit or any other guarantor of the Bonds (such issuer or other guarantor, a “**Bond Guarantor**”) may be paid from Exhibition Center Room Tax revenues or other funds as provided in the Indenture. In the event a Bond Guarantor is required to make debt service payments, Exhibition Center Room Tax revenues may be used to reimburse the Bond Guarantor for all payments of debt service on the Bonds.

**ARTICLE IV**

**OPERATION OF THE CONVENTION CENTER**

**Section 4.01 Appleton to Provide Administrative Support to ARA.**

Appleton agrees to provide the necessary administrative support to enable the ARA to achieve the objectives set forth herein. Administrative support may include services such as the provision of office space and the provision of financial, accounting, legal and engineering consultation in connection with the financing and operation of the Exhibition Center.

**Section 4.02 Advisory Committee.**

During the term of this Agreement, the ARA shall provide an opportunity for reasonable participation of the Municipalities in decisions relating to the operation of the Exhibition Center through the creation of an advisory committee which is intended to provide counsel to the ARA and to assist in program development and operations for the Exhibition Center (the “**Advisory Committee**”). The membership of the Advisory Committee shall include the following: one representative from each Municipality (appointed by the Municipality); two Operators collecting Room Taxes (appointed by the ARA Chairperson and approved by ARA), two community members residing within a Municipality (appointed by the ARA Chairperson and approved by ARA), one member of the ARA (appointed by the ARA Chairperson); and the Executive Director of the CVB, or his/her designee. The Appleton Community and Economic Development Director, or a designee thereof, shall also be a non-voting, advisory member of the Committee. The Chair and Vice-Chair of the Committee shall be designated by ARA and shall serve one-year terms that may be renewed at the discretion of ARA. Committee members, with the exception of the Executive Director of the CVB and Appleton Community and Economic Development Director, or designees thereof, shall serve terms of two years and may serve up to three consecutive terms. However, upon establishment of the Advisory Committee, the following shall serve an initial term of three years: one half of the participating Municipalities

chosen by random selection, one of the hotelier representatives, and one of the community members, chosen by the ARA Chairperson.

The roles and responsibilities and general operating rules of the Advisory Committee shall be as passed and approved by the Advisory Committee from time to time.

**Section 4.03 Municipalities to Plan to Promote Private Development.**

The Municipalities agree to continue to work with the Room Tax Commission and the CVB to develop plans for the use of the Exhibition Center property in a manner that will promote and assist the future private development of the Tourism Zone and that will promote and develop tourism and redevelopment.

**Section 4.04 Municipalities to Participate in the Room Tax Commission.**

The Municipalities agree to continue the existence of, and to participate in, the Room Tax Commission as provided by the Room Tax Act until payment in full of all outstanding Bonds.

**Section 4.05 Nondiscrimination.**

Each party agrees that the Exhibition Center shall not be operated in a manner to permit discrimination or restriction on the basis of race, color, ancestry, religion, national origin, political affiliation (except to members of political groups or parties who advocate the overthrow of the United States government), sex, gender identity, gender expression, age, disability, marital status, arrest or conviction record, sexual orientation, disabled veteran or a covered veteran status and that the Exhibition Center shall be operated in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

**ARTICLE V**

**MISCELLANEOUS**

**Section 5.01 Amendment and Restatement of Original Agreement.**

This Agreement amends and restates the Original Agreement and shall become effective as of the date of this Agreement, on which date the Original Agreement shall be superseded in its entirety. The PAC has executed and delivered this Agreement solely to acknowledge and agree that its rights and obligations under the Original Agreement have been terminated by this Agreement.

**Section 5.02 Additional Municipalities.**

Any Additional Municipality that becomes an additional member of the Room Tax Commission pursuant to the Commission Agreement shall, as a condition of such membership under said agreement, become an additional party to this Agreement. Each Additional Municipality shall be bound to the terms, conditions, and obligations of the Municipalities under this Agreement by execution and delivery to the Room Tax Commission of a joinder agreement in substantially the form attached hereto as Exhibit C. A copy of the executed joinder agreement

shall be delivered by the Room Tax Commission to the other then-current parties to this Agreement. Acceptance by the Room Tax Commission of such joinder agreement shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

Any Additional Municipalities to hereafter become a party to this Agreement agree to enact governing body authorizations to effect the same as the Governing Body Authorizations.

**Section 5.03 Assignment of Rights Under this Agreement.**

No party may assign its rights under this Agreement without the written consent of all the other parties, except in the case of a Municipality's assignment to a successor municipality that has complied with the requirements of an Additional Municipality under Section 5.02 hereof.

**Section 5.04 No Personal Liability.**

Under no circumstances shall any officer, official, director, member or employee of the Municipalities, the Room Tax Commission or the ARA have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

**Section 5.05 Parties and Interests.**

This Agreement is made solely for the benefit of the parties hereto, the Trustee and the owners of the Bonds and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

**Section 5.06 Notices.**

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered, or when sent by first class mail, email, or overnight delivery service, with proper address as indicated in each party's address indicated beneath the signature(s) of such party to this Agreement. Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

**Section 5.07 Amendment.**

No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is agreed upon in writing and executed by all parties hereto.

**Section 5.08 Termination of Agreement; Sunset of Exhibition Center Room Tax.**

This Agreement and the terms and obligations hereunder shall terminate upon payment in full of all outstanding Bonds, and discharge of the Indenture, and upon any reimbursement to (i) Appleton, in accordance with the Lease or (ii) any Bond Guarantor for any debt service payments made and other amounts due to such Bond Guarantor pursuant to Section 3.08 hereof.

Pursuant to the Ordinances, the Exhibition Center Room Tax shall sunset upon payment in full of all outstanding Bonds and thereafter the Room Tax shall be reduced by 3%, with such reduction being deemed to be the share of the Room Tax allocated to the Exhibition Center Room Tax. At the time all outstanding Bonds are fully satisfied, any excess Exhibition Center Room Tax collected but not needed for the payment of the Bonds or any reimbursement due to Appleton or a Bond Guarantor shall be reallocated to [\_\_\_\_\_] (the “**Tourism Development Fund**”) for use of tourism promotion and tourism development in the Fox Cities Tourism Zone. [[Notwithstanding the forgoing, Operators shall continue to collect Exhibition Center Room Tax until the respective Municipality has given notice of the termination of the Exhibition Center Room Tax.]]

**Section 5.09 Governing Law**

The laws of the State of Wisconsin shall govern this Agreement.

**Section 5.10 Captions.**

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

**Section 5.11 Counterparts.**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**Section 5.12 Severability.**

If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**CITY OF APPLETON, WISCONSIN**

By: \_\_\_\_\_  
Its: Mayor

And: \_\_\_\_\_  
Its: Clerk

ADDRESS:

City of Appleton  
Attention: Director of Finance  
100 North Appleton Street  
Appleton, Wisconsin 54911

Email: [tony.saucerman@appleton.org](mailto:tony.saucerman@appleton.org)

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**CITY OF KAUKAUNA, WISCONSIN**

By: \_\_\_\_\_  
Its: Mayor

And: \_\_\_\_\_  
Its: Clerk

ADDRESS:

City of Kaukauna  
Attention: Clerk-Treasurer  
201 West Second Street  
Kaukauna, Wisconsin 54130

Email: [clerk-treasurer@kaukauna.org](mailto:clerk-treasurer@kaukauna.org)



IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**CITY OF NEENAH, WISCONSIN**

By: \_\_\_\_\_  
Its: Mayor

And: \_\_\_\_\_  
Its: Clerk

ADDRESS:

City of Neenah  
Attention: Finance Director  
211 Walnut Street  
Neenah, Wisconsin 54956

Email: measker@ci.neenah.wi.us

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**VILLAGE OF KIMBERLY, WISCONSIN**

By: \_\_\_\_\_  
Its: President

And: \_\_\_\_\_  
Its: Clerk

ADDRESS:

Village of Kimberly  
Attention: Village Administrator  
515 West Kimberly Avenue  
Kimberly, Wisconsin 54136

Email: dblock@vokimberly.org

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**VILLAGE OF LITTLE CHUTE, WISCONSIN**

By: \_\_\_\_\_  
Its: President

And: \_\_\_\_\_  
Its: Clerk

ADDRESS:

Village of Little Chute  
Attention: Village Administrator  
108 West Main Street  
Little Chute, Wisconsin 54140

Email: [jfenlon@littlechutewi.org](mailto:jfenlon@littlechutewi.org)

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**TOWN OF GRAND CHUTE, WISCONSIN**

By: \_\_\_\_\_  
Its: Chairperson

And: \_\_\_\_\_  
Its: Clerk

ADDRESS:

Town of Grand Chute  
Attention: Town Administrator  
1900 West Grand Chute Boulevard  
Grand Chute, Wisconsin 54913

Email: jim.march@grandchute.net

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**TOWN OF NEENAH, WISCONSIN**

By: \_\_\_\_\_  
Its: Chairperson

And: \_\_\_\_\_  
Its: Clerk

ADDRESS:

Town of Neenah  
Attention: Clerk-Treasurer  
1600 Breezewood Lane  
Neenah, Wisconsin 54956

Email: [ellen@townofneenah.com](mailto:ellen@townofneenah.com)

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**VILLAGE OF FOX CROSSING, WISCONSIN**

By: \_\_\_\_\_  
Its: President

And: \_\_\_\_\_  
Its: Clerk

ADDRESS:

Village of Fox Crossing  
Attention: Village Administrator  
2000 Municipal Drive  
Neenah, Wisconsin 54956

Email: [jsturgell@foxcrossingwi.gov](mailto:jsturgell@foxcrossingwi.gov)

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**CITY OF MENASHA, WISCONSIN**

By: \_\_\_\_\_  
Its: Mayor

And: \_\_\_\_\_  
Its: Clerk

ADDRESS:

City of Menasha  
Attention: Director of Administrative Services/Comptroller/Treasurer  
140 Main Street  
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**VILLAGE OF SHERWOOD, WISCONSIN**

By: \_\_\_\_\_  
Its: President

And: \_\_\_\_\_  
Its: Clerk

ADDRESS:

Village of Sherwood  
Attention: Village Administrator  
W482 Clifton Road  
Sherwood, Wisconsin 54169

Email: administrator.sherwood@newbc.rr.com



IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**REDEVELOPMENT AUTHORITY OF THE CITY  
OF APPLETON, WISCONSIN**

By: \_\_\_\_\_  
Its: Executive Director

ADDRESS:

Appleton Redevelopment Authority  
Attention: Executive Director  
100 North Appleton Street  
Appleton, Wisconsin 54911

Email: karen.harkness@appleton.org

IN WITNESS WHEREOF, the parties have executed this Cooperation Agreement as of the date first written above.

**FOX CITIES AREA ROOM TAX COMMISSION**

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

And: \_\_\_\_\_  
Its: \_\_\_\_\_

ADDRESS:

Fox Cities Area Room Tax Commission  
Attention: Chairperson  
c/o Fox Cities Convention & Visitors Bureau  
3433 West College Avenue  
Appleton, Wisconsin 54914

Email: [bruce.sherman@grandchute.net](mailto:bruce.sherman@grandchute.net)

**ACKNOWLEDGEMENT OF  
AMENDED AND RESTATED COOPERATION AGREEMENT**

The undersigned hereby acknowledges that it is a party to the Exhibition Center Cooperation Agreement, dated as of November 24, 2015, by and among certain Municipalities in the Fox Cities area, the Redevelopment Authority of the City of Appleton, Wisconsin, and the Fox Cities Area Room Tax Commission (the “**Original Agreement**”) and that the Original Agreement has been amended and restated by the foregoing Amended and Restated Cooperation Agreement, dated as of [April 1], 2018, to which the undersigned is not a party. The undersigned further acknowledges that it has no further rights or obligations under the Original Agreement.

FOX CITIES PERFORMING ARTS CENTER, INC.

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

[Acknowledgement of Amended and Restated Cooperation Agreement]

**EXHIBIT A**

**Exhibition Center Project**

[The Fox Cities Exhibition Center (“FCEC”) is an approximately 30,000 square foot facility with an iconic spire and glass façade overlooking Jones Park located at \_\_\_\_\_ Lawrence Street, Appleton, Wisconsin, includes exhibition, trade show, and meeting space with state of the art technical capabilities. The exhibition space can be divided into three 10,000 square foot sections and features a pre-function space and dedicated meeting space. The FCEC also has 17,000 square feet of outdoor exhibition space that can be rented. The FCEC is connected to the Radisson Paper Valley Hotel, which offers an additional 40,000 square feet of meeting, banquet and break-out space and 390 sleeping rooms]

Costs Paid by Appleton:

Reimbursement Amount to Appleton: \$\_\_\_\_\_

**EXHIBIT B**

**Exhibition Center Property Description**

[Legal Description Attached]

## Legal Description

Parcel No. 312011600

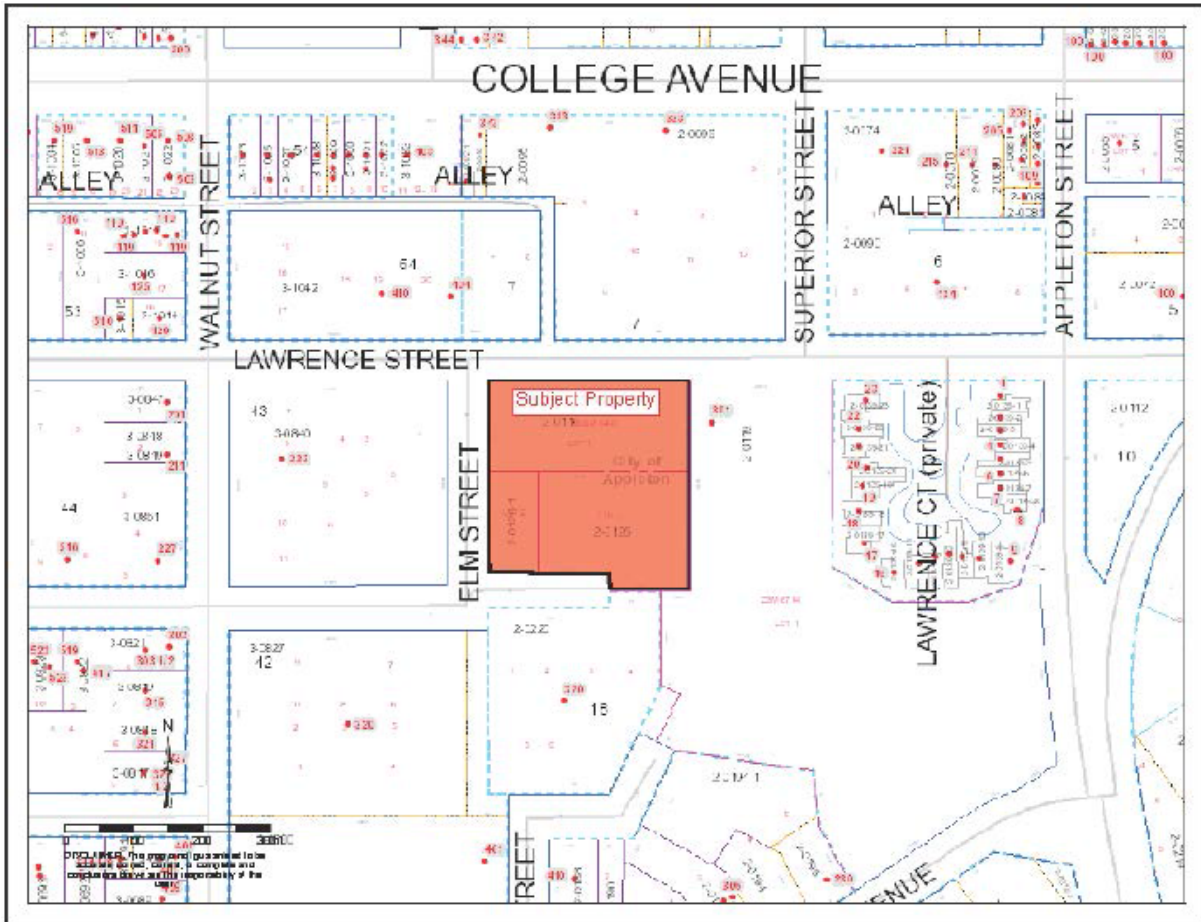
CSM 5460 Lot 1 Vol 31 Doc 1726114 being all of Lots 1,2,3,4,5,8,9,10, 11 & 12 Blk 8 Appleton Plat and Prt of Vac Eighth St

Parcel No. 312012601

CSM 5460 Lot 2 Vol 31 Doc 1726114 being all of Lots 1,2,3,4,5,8,9,10, 11 & 12 Blk 8 Appleton Plat and Prt of Vac Eighth St

Parcel No. 312012600

CSM 5460 Lot 3 Vol 31 Doc 1726114 being all of Lots 1,2,3,4,5,8,9,10, 11 & 12 Blk 8 Appleton Plat and Prt of Vac Eighth St



[Acknowledgement of Amended and Restated Cooperation Agreement]

**EXHIBIT C**

**JOINDER AGREEMENT TO**

**AMENDED AND RESTATED COOPERATION AGREEMENT**

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Amended and Restated Cooperation Agreement, dated as of [April 1], 2018 (the “**Agreement**”), and hereby agrees to enter into and be bound by the terms, conditions, and obligations of the Municipalities under the Agreement, as amended from time to time. On and after the date of this Joinder Agreement, the undersigned shall be deemed a Municipality under the Agreement.

IN WITNESS WHEREOF, the undersigned Municipality has duly executed this Joinder Agreement effective as of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ OF \_\_\_\_\_, WISCONSIN

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

Its: \_\_\_\_\_

And: \_\_\_\_\_

Its: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_ of \_\_\_\_\_

Attention: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Wisconsin \_\_\_\_\_

Email: \_\_\_\_\_

Accepted on behalf of itself, the Municipalities, and the Redevelopment Authority of the City of Appleton, Wisconsin:

**FOX CITIES AREA ROOM TAX COMMISSION**

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

And: \_\_\_\_\_  
Its: \_\_\_\_\_