

**COOPERATION AGREEMENT
FOR THE
FOX CITIES SPORTS FACILITY**

Dated as of [August 1], 2018

by and among

THE MUNICIPALITIES NAMED HEREIN,

the

COMMUNITY DEVELOPMENT AUTHORITY OF THE
TOWN OF GRAND CHUTE, WISCONSIN,

the

FOX CITIES AREA ROOM TAX COMMISSION,

and the

FOX CITIES CONVENTION & VISITORS BUREAU, INC.

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 1

ARTICLE II FACTS AND RECITALS 4

 Section 2.01 Governing Body Authorizations..... 4

 Section 2.02 Tourism Zone Objectives. 4

 Section 2.03 Importance of Sports Facility. 4

 Section 2.04 Construction of Sports Facility..... 5

 Section 2.05 Levy and Importance of Room Tax Revenues. 5

 Section 2.06 Contract with CVB. 5

 Section 2.07 Grant of Tourism Facilities Room Tax. 5

 Section 2.08 Grand Chute to Create TID. 5

ARTICLE III FINANCING OF THE SPORTS FACILITY PROJECT 6

 Section 3.01 Contribution of Sports Facility Property to Authority. 6

 Section 3.02 Acceptance of Grand Chute Contribution. 6

 Section 3.03 Costs of Construction; Application of Funds Held by CVB. 6

 Section 3.04 Issuance of Bonds. 7

 Section 3.05 Lease of Sports Facility Property. 7

 Section 3.06 Municipalities to Pledge the Tourism Facilities Room Tax. 8

 Section 3.07 Mortgage of the Sports Facility Property. 8

 Section 3.08 Credit Enhancement. 8

ARTICLE IV OPERATION OF THE SPORTS FACILITY 9

 Section 4.01 Grand Chute to Provide Administrative Support to Authority..... 9

 Section 4.02 Management Agreement. 9

 Section 4.03 Municipalities to Participate in the Room Tax Commission..... 9

 Section 4.04 Nondiscrimination. 9

ARTICLE V MISCELLANEOUS 9

 Section 5.01 Additional Municipalities..... 9

 Section 5.02 Assignment of Rights Under this Agreement..... 10

 Section 5.03 No Personal Liability..... 10

 Section 5.04 Parties and Interests..... 10

 Section 5.05 Notices..... 10

 Section 5.06 Amendment. 10

 Section 5.07 Termination of Agreement. 10

 Section 5.08 Governing Law 11

 Section 5.09 Captions..... 11

 Section 5.10 Counterparts. 11

 Section 5.11 Severability..... 11

EXHIBIT A - Sports Facility Project..... A-1

EXHIBIT B - Sports Facility Property Description..... B-1

EXHIBIT C – Form of Joinder Agreement C-1

**COOPERATION AGREEMENT
FOR THE
FOX CITIES SPORTS FACILITY**

This COOPERATION AGREEMENT (this “**Agreement**”), is made as of [August 1], 2018, by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), 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 CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**”, and collectively with Appleton, Fox Crossing, Grand Chute, Kaukauna, Kimberly, Little Chute, Menasha, City of Neenah, and Town of Neenah, the “**Municipalities**”), the COMMUNITY DEVELOPMENT AUTHORITY OF THE TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin body corporate and politic (the “**Authority**”), the FOX CITIES AREA ROOM TAX COMMISSION, a Wisconsin intergovernmental commission (the “**Room Tax Commission**”), and the FOX CITIES CONVENTION & VISITORS BUREAU, INC., a Wisconsin nonprofit corporation (the “**CVB**”).

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 Authority 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 5.01, becomes a party to this Agreement.

“**Bonds**” means, collectively, the Series 2018 Bonds and any Additional Bonds issued by the Authority 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 May 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.

“**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 authorizing the execution and delivery of documents relating to the Sports Facility adopted by the Governing Body of each of: (a) Appleton on [July __], 2018, (b) Fox Crossing on June 11, 2018, (c) Grand Chute on June 19, 2018 (d) Kaukauna on June 19, 2018, (e) Kimberly on June 4, 2018, (f) Little Chute on June 20, 2018, (g) Menasha on June 18, 2018, (h) City of Neenah on [June 27], 2018, (i) Town of Neenah on May 30, 2018, and (j) Sherwood on May 29, 2018, (iii) the resolution of the Room Tax Commission adopted on June 18, 2018 relating to the Sports Facility, (iv) the approval by the CVB on June 6, 2018, and (v) the resolutions of the Authority adopted on May 9, 2018, on May 23, 2018, and on [July __], 2018, each relating to the Sports Facility.

“**Indenture**” means the Indenture of Trust, dated as of [August 1], 2018, by and between the Authority 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 Authority and Grand Chute 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 Sports Facility Administration Agreement, dated _____, 2018 entered into by and between Grand Chute and Fox Cities Sports Development, Inc., a Wisconsin nonprofit corporation, a single purpose entity formed to oversee the management and operation of the Sports Facility, as amended from time to time, or any similar agreement entered into by Grand Chute that provides for the management and operation of the Sports Facility.

“**Mortgage**” means, collectively the Mortgage and Security Agreement, dated as of [August 1], 2018, by the Authority in favor of the Trustee, or any other mortgages and assignments of leases, security agreements or other agreements or instruments entered into by the Authority and delivered to the Trustee for the purpose of granting the Trustee a mortgage lien on the Sports Facility Property and all improvements located thereon, including the Sports Facility, 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, Fox Crossing, Grand Chute, Kaukauna, Kimberly, Little Chute, Menasha, City of Neenah, Town of Neenah, Sherwood, and any Additional Municipality.

“**Operators**” means any hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public and are obligated to pay the Room Tax.

“**Ordinances**” means the amended and restated room tax ordinances adopted by each Municipality’s Governing Body pursuant to the Room Tax Act, which levied a 10% Room Tax, including the Tourism Facilities Room Tax.

“**Pledge and Security Agreement**” means the Pledge and Security Agreement, dated as of [August 1], 2018, by and among the Municipalities, the Room Tax Commission, and the Trustee, incorporating the pledge of Tourism Facilities Room Taxes to the payment, directly or indirectly, of the costs of construction of the Sports Facility 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, capitalized interest, debt service reserve, and room tax stabilization funds, as amended from time to time pursuant to the terms thereof.

“**Redevelopment Act**” means Sections 66.1333, 66.1335, and 66.1341 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 Authority’s Taxable Lease Revenue Bonds, Series 2018 (Fox Cities Champion Center Project), dated their date of initial delivery, issued in the aggregate principal amount of \$_____ pursuant to the Indenture.

“**Sports Facility**” means the Fox Cities Champion Center, an indoor venue for ice and hardcourt sporting events, and which is an amateur sports facility located within the Tourism Zone reasonably likely to generate paid overnight stays at more than one hotel, motel, or other lodging establishment within the Tourism Zone, more specifically described in Exhibit A hereto to be situated on the Sports Facility Property.

“**Sports Facility Property**” means the real property legally described in Exhibit B hereto, but excluding any real property released from time to time under the Lease and the Mortgage in accordance with their respective terms.

“**Tourism Facilities Room Tax**” means the 3% Room Tax levied by each Municipality pursuant to the Room Tax Act and the Ordinances allocated toward the support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel, motel, or other lodging establishment within the Fox Cities Tourism Zone.

“**Tourism Entity Agreement**” means the Amended and Restated Tourism Entity Agreement, dated as of May 1, 2018, by and between the CVB and the Room Tax Commission.

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

“**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 Authority 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 Authority 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 Sports Facility.

The Municipalities, the Room Tax Commission, the CVB, and the Authority acknowledge that the Sports Facility project involves the construction, installation, equipping, and improvement of real property within the Tourism Zone, which improvements and interrelated facilities constitute an amateur sports facility located within the Tourism Zone reasonably likely to generate paid overnight stays at more than one hotel, motel, or other lodging establishment within the Fox Cities Tourism Zone as described in the Ordinances. The Municipalities, the Room Tax Commission, the CVB, and the Authority have found and determined that the construction and development of the Sports Facility will be crucial to “tourism promotion and tourism development” within the meaning of the Room Tax Act, and the achievement of a sound and coordinated development and redevelopment of the Tourism Zone and for the promotion and development of tourism activities within the Tourism Zone.

Section 2.04 Construction of Sports Facility.

The Sports Facility project will be undertaken and completed by the Authority on behalf of the Municipalities, the Room Tax Commission, and the CVB. The Authority has acquired the Sports Facility Property within the Tourism Zone and will complete the construction of the Sports Facility as described in Exhibit A hereto.

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 Tourism Facilities Room Tax, as permitted in the Room Tax Act. The Tourism Facilities Room Tax revenues, as pledged and utilized pursuant to this Agreement and the Pledge and Security Agreement, will assist in the financing of the Sports Facility.

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 the Tourism Facilities Room Tax on behalf of the Room Tax Commission. The CVB administers the Tourism Facilities Room Tax revenues in the form of grants under its grant program for projects it deems meet the purposes of the Tourism Facilities Room Tax under the Ordinances.

Section 2.07 Grant of Tourism Facilities Room Tax.

The CVB has determined that the Sports Facility meets the criteria in the Ordinances for the application of the Tourism Facilities Room Tax. Grand Chute submitted its request to the CVB for a grant (the “**Grant**”) of all Tourism Facilities Room Tax for the payment of debt service on the Bonds, costs of issuance and administration of the Bonds, reserve and stabilization funds, capitalized interest payments, and any reimbursement of payments made by Grand Chute or a provider of credit enhancement for the Bonds, until the last Bond is paid (collectively, the “**Grant Purposes**”). The CVB approved such Grant to Grand Chute for the Grant Purposes and Grand Chute accepted its Grant.

Section 2.08 Grand Chute to Create TID.

Grand Chute agrees that it will create a tax incremental district in an area that will include the Sports Facility (the “**TID**”). The financing for the TID, or the increment created within the TID, will fund the full cost of public infrastructure needed to serve the Sports Facility and surrounding properties; therefore, no infrastructure improvements will be financed by the Series 2018 Bonds or the Tourism Facilities Room Tax. Grand Chute further agrees that it will not reimburse itself for or otherwise finance with increment from the TID the land it has gifted to the Authority on which the Sports Facility will be situated.

ARTICLE III

FINANCING OF THE SPORTS FACILITY PROJECT

Section 3.01 Contribution of Sports Facility Property to Authority.

Acting pursuant to Sections 6(f) and 13 of Section 66.1333 of the Wisconsin Statutes, to provide general support and assistance to the Authority in carrying out redevelopment as provided in the Redevelopment Act, Grand Chute shall contribute to the Authority, all Grand Chute's right, title, and interest in and to the Sports Facility Property. Grand Chute shall execute and deliver to the Authority such deeds, bills of sale, and other instruments as the Authority may reasonably request to evidence and perfect such contribution from Grand Chute.

Section 3.02 Acceptance of Grand Chute Contribution.

The Authority agrees to accept ownership of the Sports Facility Property from Grand Chute pursuant to Section 3.01 hereof. The Authority shall accept said ownership at any time as deemed appropriate by Grand Chute and the Authority. The Town may replat and re-acquire certain portions of the Sports Facility Property that are determined not to be necessary for the Sports Facility pursuant to the terms of the Lease.

Section 3.03 Costs of Construction; Application of Funds Held by CVB.

The Authority agrees to provide for the construction and equipping of the Sports Facility by issuing the Bonds. The Authority agrees that the proceeds of the Series 2018 Bonds shall only be applied to or with respect to the issuance of the Series 2018 Bonds and the construction and equipping of the Sports Facility. The Authority and Grand Chute agree that the costs of the construction of the Sports Facility including furniture, fixtures, and equipment, but excluding public infrastructure needed to serve the Sports Facility and surrounding properties and deposits for reserves, costs of issuance, and capitalized interest, shall not exceed \$30,350,687.

In connection with approval of the Grant, the CVB agrees that it will forward the balance of the Tourism Facilities Room Tax it has on deposit as of the date of issuance of the Series 2018 Bonds and not otherwise granted to other tourism facilities projects, to the Trustee for application to the construction costs of the Sports Facility in accordance with the Indenture. In addition, in connection with the retirement of the bonds that financed the Fox Cities Performing Arts Center (the "PAC") certain remaining funds held under the indenture and other documents relating to the PAC bonds were forwarded to the CVB to be allocated to the purposes of the Tourism Facilities Room Tax. The Municipalities, the Commission, and the CVB agree that in connection with the approval of the Grant, such remaining funds shall also be forwarded to the Trustee to be applied to the construction costs of the Sports Facility in accordance with the Indenture. The Municipalities acknowledge that the application of the funds on deposit with the CVB to the construction costs of the Sports Facility as described above will reduce the principal amount of the Series 2018 Bonds necessary to finance the Sports Facility project.

Section 3.04 Issuance of Bonds.

(a) The Authority shall issue and sell the Series 2018 Bonds upon terms acceptable to Grand Chute. Grand Chute's acceptance shall be conclusively evidenced by its execution of the Lease as provided in Section 3.05.

(b) The Authority may, from time to time, issue and sell Additional Bonds upon terms acceptable to Grand Chute. Grand Chute'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 Authority and shall not constitute a debt or obligation of the Authority, Grand Chute, or the other Municipalities and shall not be a charge against the general credit or taxing powers of the Authority or any Municipality except for and limited to the Tourism Facilities Room Tax revenues pursuant to the Pledge and Security Agreement. Each series of Additional Bonds shall be payable by the Authority solely from revenues derived by the Authority from the Lease, the Pledge and Security Agreement, amounts recovered by recourse to the 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 Sports Facility Property.

The Authority agrees to lease to Grand Chute the Sports Facility and the Sports Facility Property contributed to the Authority. The Lease shall contain restrictions on the use of the Sports Facility Property consistent with the restrictions on the use of the Sports Facility and the Sports Facility Property as an amateur sports facility located within the Tourism Zone reasonably likely to generate paid overnight stays at more than one hotel, motel, or other lodging establishment within the Tourism Zone as described in the Ordinances and will be crucial to "tourism promotion and tourism development" 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 Grand Chute to pay rents or other amounts due under the Lease shall be conditioned upon Grand Chute's "quiet enjoyment" of the Sports Facility Property. The Authority 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 Grand Chute under the Lease. The Lease will also grant to Grand Chute, or to its assignee, an option to purchase all of the Authority's right, title, and interest in and to the Sports Facility 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 Grand Chute for all Tourism Facilities Room Taxes then on deposit with the Trustee and available for payment of debt service on the Bonds. The Authority and Grand Chute anticipate that the Tourism Facilities

Room Taxes will be sufficient to make all payments of debt service on the Bonds; *however*, in the event that such Tourism Facilities Room Taxes are insufficient to make such payments, Grand Chute will agree, subject to the terms of the Lease, to fund such payments then due and payable under the Lease.

To the extent that Grand Chute is required to fund such payments under the Lease, or in the event Grand Chute is required to pay the Trustee's fees and expenses or any arbitrage rebate amounts with respect to Additional Bonds or to replenish the Debt Service Reserve Fund held under the Indenture, such payments shall be considered a loan or advance to the Room Tax Commission to be reimbursed from future Tourism Facilities 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 Tourism Facilities Room Taxes have been collected in excess of that amount required for payment of principal, interest, and premium, if any, on the Bonds, the payment of the Trustee's fees and expenses or any arbitrage rebate amounts with respect to Additional Bonds, and the replenishment of the Debt Service Reserve Fund.

Section 3.06 Municipalities to Pledge the Tourism Facilities 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 Tourism Facilities Room Taxes, which pledge shall terminate upon payment in full of all outstanding Bonds.

Section 3.07 Mortgage of the Sports Facility Property.

The Authority will grant to the Trustee, as security for the payment of the Bonds, the Mortgage. The Mortgage will be subordinate to the Lease and will not give the Trustee any right to evict Grand Chute or to retake possession of the Sports Facility Property or to accelerate the payment of rents under the Lease.

Section 3.08 Credit Enhancement.

As further security for any Additional Bonds, the Authority 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 bond 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 Tourism Facilities Room Tax revenues or other funds as provided in the Indenture. In the event a Bond Guarantor is required to make debt service payments, Tourism Facilities 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 SPORTS FACILITY

Section 4.01 Grand Chute to Provide Administrative Support to Authority.

Grand Chute agrees to provide the necessary administrative support to enable the Authority 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 construction and financing of the Sports Facility.

Section 4.02 Management Agreement.

Grand Chute will enter into the Management Agreement, providing for the operation and management of the Sports Facility in such a manner as to promote and develop tourism within the Tourism Zone.

Section 4.03 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 4.04 Nondiscrimination.

Each party agrees that the Sports Facility 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 Sports Facility 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 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 5.02 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 5.01 hereof.

Section 5.03 No Personal Liability.

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

Section 5.04 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 5.05 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 5.06 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 5.07 Termination of Agreement.

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) Grand Chute, 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. The Tourism Facilities Room Tax shall continue for the purposes therefor under the Ordinances and shall be administered on behalf of the Commission by the CVB in accordance with the Commission Agreement and the Tourism Entity Agreement. At the time all outstanding Bonds are fully satisfied, any excess Tourism Facilities Room Tax collected but not needed for the

payment of the Bonds or any reimbursement due to Grand Chute or a Bond Guarantor shall be remitted to the CVB.

Section 5.08 Governing Law

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

Section 5.09 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 5.10 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 5.11 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

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

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.

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: skenney@kaukauna.org

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

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: Administrative Services Director
100 Main Street, Suite 200
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.

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.

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

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.

**COMMUNITY DEVELOPMENT AUTHORITY OF
THE TOWN OF GRAND CHUTE, WISCONSIN**

By: _____
Its: Chairperson

And: _____
Its: Executive Director

ADDRESS:

Community Development Authority of the Town of Grand Chute
Attention: Executive Director
1900 Grand Chute Boulevard
Grand Chute, Wisconsin 54913

Email: robert.buckingham@grandchute.net

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: Chairperson

And: _____
Its: Secretary

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

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

**FOX CITIES CONVENTION & VISITORS
BUREAU, INC.**

By: _____
Its: Chairperson

And: _____
Its: Executive Director

ADDRESS:

Fox Cities Convention & Visitors Bureau, Inc.
Attention: Executive Director
3433 West College Avenue
Appleton, Wisconsin 54914

Email: pseidl@foxcities.org

EXHIBIT A

Sports Facility Project

The Fox Cities Champion Center (the “**Sports Facility**”) is an indoor venue featuring a combination of ice and hard court surfaces to be constructed in the Town of Grand Chute, Wisconsin. This community driven, tourism-first facility is intended to become a prime destination for amateur and youth sports tournaments and events. The 164,000 square foot building will feature two NHL-sized ice rinks, a fieldhouse sized to accommodate four high school regulation sized basketball courts or eight high school regulation sized volleyball courts, common area amenities for the enjoyment of players and spectators, and surface parking for 600 vehicles. The Sports Facility will include all other buildings, structures, fixtures, and improvements hereafter located thereon, and all furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and descriptions at any time hereafter installed or located on the real estate described in Exhibit B hereto or the buildings and improvements situated thereon, and related site grading, landscaping, fencing, sidewalk and walkways, and utility lines.

EXHIBIT B

Sports Facility Property Legal Description

The real property referred to in this Cooperation Agreement is the following real estate located in the Town of Grand Chute, Outagamie County, Wisconsin:

All of Lot 1 of Certified Survey Map Number 7553, recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin on June 18, 2018, in Volume 46 of Certified Survey Maps on page 7553 as Document Number 2135876, being a combination of lands described in Document Number 1684966, Outagamie County records, located in part of the Southeast 1/4 of the Northeast 1/4, part of the Southwest 1/4 of the Northeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4, all in Section 19, T21N-R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Parcel Numbers: 10183000, 101083100, 101083001, and 101086100

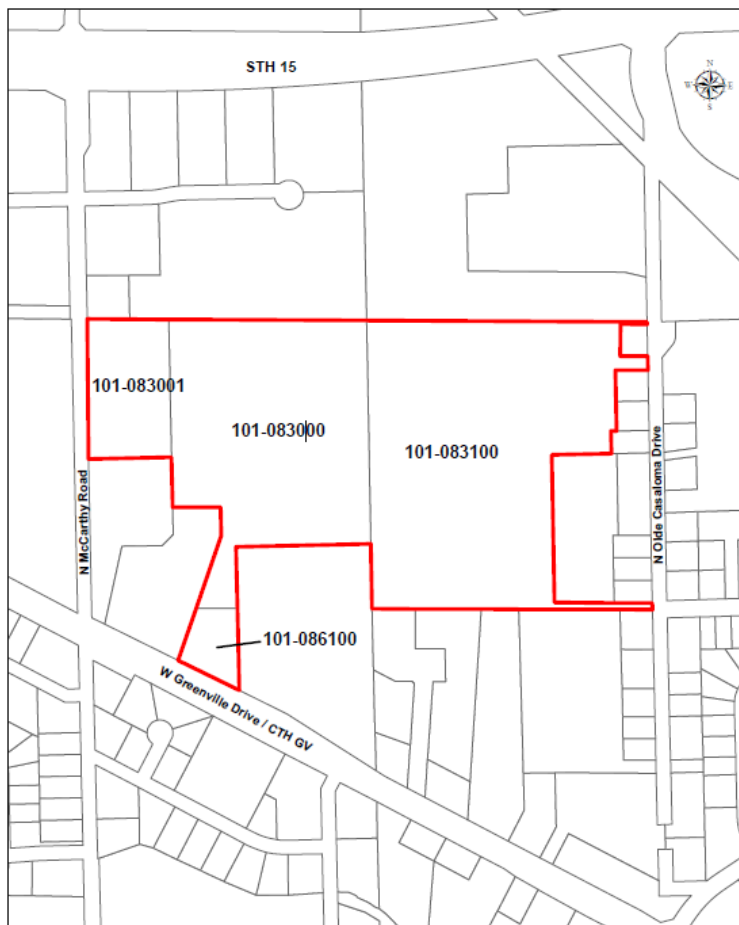


EXHIBIT C

JOINDER AGREEMENT TO

**COOPERATION AGREEMENT FOR THE
FOX CITIES SPORTS FACILITY**

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Cooperation Agreement for the Fox Cities Sports Facility, dated as of [August 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 Community Development Authority of the Town of Grand Chute, Wisconsin:

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____