

AMENDMENTS TO ROOM TAX DOCUMENTS

07-13-2017 Executive Summary

1. Amendments to Cooperation Agreement

- Expo Hall added as a Municipal Development which permits Room Tax revenues to be used to pay for its costs, including debt service
- Ashwaubenon CDA, at the direction of the County, is authorized to issue bonds to finance the design and construction of the Expo Hall
- The municipalities agree to enter into negotiations to develop a mutually acceptable agreement to implement a cost effective process to identify and collect unpaid room taxes
- The term of the Cooperation Agreement is extended from 2029 to the final payment of the Expo Hall bonds

2. Amendments to Pledge and Security Agreement

- County agrees to establish and fund (from sources other than Room Taxes) a new \$500,000 reserve account which can be used to make debt service payments on the bonds which financed the 2013 KI Convention Center expansion (KI Expansion bonds) if available Room Tax revenues are insufficient
- The use of Room Tax revenues to pay debt service on the Expo Hall bonds is permitted once debt service on the KI Expansion bonds is paid
- After debt service on the KI Expansion bonds and the Expo Hall bonds is paid, Room Tax revenues will be retained in the Room Tax Stabilization Fund until the balance is increased to \$7,000,000
- To the extent there are available Room Tax revenues, additional payments will be made to the CVB, in an amount starting at \$200,000 in 2019 and increasing \$25,000 per year up to \$500,000, so long as the County and the CVB have agreed on the use of such additional funds and, from and after 2029, the balance in the Room Tax Stabilization Fund has reached \$7,000,000
- Once the municipalities enter into an agreement on the collection of Room Taxes, the County shall direct the CVB to pay the collection costs in the amount set forth in that agreement
- Starting in 2029, any Room Tax revenues remaining after debt service payments, the increase in the Room Tax Stabilization Fund to \$7,000,000 and the additional payments to the CVB will be distributed to the municipalities in proportion to the Room Taxes collected from lodging facilities located in each municipality
- The term of the Pledge and Security Agreement will be extended to match the extended term of the Cooperation Agreement

AMENDED AND RESTATED COOPERATION AGREEMENT

THIS AMENDED AND RESTATED COOPERATION AGREEMENT (this "Agreement"), dated as of July 11, 2017, is by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Green Bay"), the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("De Pere"), the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Allouez"), the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Ashwaubenon"), the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Howard"), the VILLAGE OF BELLEVUE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Bellevue"), the VILLAGE OF SUAMICO, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Suamico," and collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard and Bellevue, the "Municipalities"), BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), the GREEN BAY AREA ROOM TAX COMMISSION, a Wisconsin quasi-municipal corporation (the "Room Tax Commission"), the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation (the "Green Bay RDA"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation (the "Ashwaubenon CDA," and together with the Green Bay RDA, the "Authorities").

RECITALS

The parties acknowledge the following:

A. The Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission and the Authorities are parties to the Cooperation Agreement dated as of July 1, 1999 (the "1999 Cooperation Agreement") which concerned the development and redevelopment of certain areas designated in the 1999 Cooperation Agreement as the "Improvement Areas" and the promotion and development of conventions and other forms of tourism within the Improvement Areas and, among other matters, provided for the pledging and utilization of "Room Tax Revenues" (as defined therein).

B. Subsequent to the execution of the 1999 Cooperation Agreement, Bellevue and Suamico became members of the Room Tax Commission.

C. Pursuant to the 1999 Cooperation Agreement:

(1) The Municipalities and Associated Bank Green Bay, National Association (as predecessor in interest to Associated Trust Company, National Association), as trustee (the "Trustee"), entered into the Pledge and Security Agreement dated as of July 1, 1999 (the "1999 Pledge and Security Agreement") which provided that all Room Tax Revenues would be deposited with the Trustee and allocated as provided therein;

(2) The Green Bay RDA's Lease Revenue Bonds, Series 1999A (Convention Center Project) (the "Green Bay RDA Series 1999 Bonds") financed the costs incurred in connection with the construction and development of a convention center and the

remodeling of conference facilities which comprise a portion of the KI Convention Center located in Green Bay (the Green Bay RDA Series 1999 Bonds were refunded by the Green Bay RDA's Lease Revenue Refunding Bonds, Series 2006 (Convention Center Project) (the "Green Bay RDA Series 2006 Bonds") and the Green Bay RDA Series 2006 Bonds were refunded by the Green Bay RDA's Taxable Lease Revenue Refunding Bonds, Series 2016 (KI Convention Center Project) (the "Green Bay RDA Series 2016 Bonds"));and

(3) The Ashwaubenon CDA's Lease Revenue Bonds, Series 1999A (Arena Project) (the "Ashwaubenon CDA Series 1999 Bonds") financed the costs incurred in connection with the design, construction, furnishing and equipping of an arena known as the Resch Center located in Ashwaubenon (certain maturities of the Ashwaubenon CDA Series 1999 Bonds were refunded by the Ashwaubenon CDA's Lease Revenue Refunding Bonds, Series 2002 (Arena Project) (the "Ashwaubenon CDA Series 2002 Bonds") and certain maturities of the Ashwaubenon CDA Series 2002 Bonds were refunded by the Ashwaubenon CDA's Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project) (the "Ashwaubenon CDA Bonds (Brown County Resch Center Project) (the "Ashwaubenon CDA Series 2012 Bonds"))).

D. In 2012 the Municipalities and the County entered into the Addendum to 1999 Cooperation Agreement (the "2012 Addendum") which provided that the Municipalities would increase the room tax rate from 8% to 10% and, as contemplated therein, the Municipalities, the County, the Room Tax Commission and the Trustee entered into the Amended and Restated Pledge and Security Agreement dated as of July 1, 1999 (the "2012 Pledge and Security Agreement") which amended and restated the 1999 Pledge and Security Agreement and which permitted the Room Tax Revenues resulting from such increase in the room tax rate to be transferred to the Greater Green Bay Convention & Visitors Bureau, Inc. (the "CVB") unless a "Room Tax Deficiency" (as defined in the 1999 Cooperation Agreement) existed.

E. Pursuant to an Agreement Between Brown County and City of Green Bay For Surplus Net Room Taxes for KI Expansion, dated June 19, 2012, as amended by an Addendum #1 thereto, dated December 6, 2013 (the "County/City Agreement"), the County elected to maintain a balance of \$2,200,000 in the Room Tax Stabilization Fund (as defined in the 1999 Cooperation Agreement) in addition to the \$2,800,000 required to be held in the debt service reserve account for the Ashwaubenon CDA Bonds. The County agreed to pay to Green Bay and/or the Green Bay RDA, upon receipt from time to time of a requisition therefor, monies then on deposit in the Room Tax Stabilization Fund in excess of \$5,000,000 as of the date of such requisition to pay debt service on the Green Bay RDA's Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project) (together with any refunding bonds, the "KI Expansion Bonds") issued to pay the costs of the expansion to the KI Convention Center which was completed in 2015 (the "KI Expansion Project").

F. The County is proposing that the existing Brown County Veterans Memorial Arena be demolished and a new exposition center be constructed on the site (the "Expo Center") and desires to utilize Room Tax Revenues to provide financing for the payment of debt service on bonds issued by the Ashwaubenon CDA to finance the design and construction of the Expo Center.

G. The parties are willing to amend and restate the 1999 Cooperation Agreement in its entirety, and incorporate in this Agreement the applicable provisions of the 2012 Addendum and the County/City Agreement, and the execution and delivery of this Agreement has been duly and validly authorized by resolutions of the Municipalities, the County, the Room Tax Commission and the Authorities.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and agreements set forth below, the parties agree to amend and restate the 1999 Cooperation Agreement in its entirety as follows:

ARTICLE I

DEFINITIONS

"2017 Pledge and Security Agreement" means the Second Amended and Restated Pledge and Security Agreement dated as of July 11, 2017 by and among the Municipalities, the Room Tax Commission, the County and the Trustee, incorporating the pledge of Net Room Taxes to the Municipal Development and payment of debt service on the Bonds and which amends and restates the 2012 Pledge and Security Agreement, as such agreement may be amended, modified, supplemented or restated from time to time.

"Additional Municipality" means any Non-Party Municipality within the Tourism Zone as identified in the Room Tax Act which following the executing of this Agreement becomes a member of the Room Tax Commission and which pursuant to Section 5.08 becomes a Municipality hereunder.

"Ashwaubenon CDA Bonds" means, collectively, (a) the Ashwaubenon CDA Bonds (Brown County Resch Center Project) and (b) any Ashwaubenon CDA Bonds (Brown County Expo Center Project) issued by the Ashwaubenon CDA; in each case which are outstanding on the relevant date and which financed property leased by the Ashwaubenon CDA to the County pursuant to an Ashwaubenon Lease.

"Ashwaubenon CDA Bonds (Brown County Expo Center Project)" means the (a) lease revenue bonds to be issued by the Ashwaubenon CDA pursuant to the Ashwaubenon Indenture (Brown County Expo Center Project), in one or more series, to finance the costs of the Expo Center project in such amount determined to be necessary by the County, based on the scope of work and the bid process to be undertaken by Ashwaubenon, the Ashwaubenon CDA and/or the County, and (b) any refunding bonds subsequently issued by the Ashwaubenon CDA which refinance property leased by the Ashwaubenon CDA to the County pursuant to the Ashwaubenon Lease (Expo Center), in each case which are outstanding on the relevant date.

"Ashwaubenon CDA Bonds (Brown County Resch Center Project)" means (a) the Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project) issued by the Ashwaubenon CDA on March 29, 2012 in the aggregate principal amount of \$35,660,000 pursuant to the Ashwaubenon Indenture (Brown County Resch Center Project) and

(b) any refunding bonds subsequently issued by the Ashwaubenon CDA which refinance property leased by the Ashwaubenon CDA to the County pursuant to the Ashwaubenon Lease (Resch Center), in each case which are outstanding on the relevant date.

"Ashwaubenon Development" means the development and redevelopment undertakings described in Exhibit A hereto as the Ashwaubenon Development.

"Ashwaubenon Improvement Area" means the area depicted or described in Exhibit C here to as the Ashwaubenon Improvement Area.

"Ashwaubenon Indenture" means, as the context may require, the Ashwaubenon Indenture (Brown County Expo Center Project), the Ashwaubenon Indenture (Brown County Resch Center Project), or both such indentures.

"Ashwaubenon Indenture (Brown County Expo Center Project)" means the Indenture of Trust to be entered into by and between the Ashwaubenon CDA and the Trustee with respect to the Ashwaubenon CDA Bonds (Brown County Expo Center Project), as amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Indenture (Brown County Resch Center Project)" means the Indenture of Trust dated as of December 1, 1999, as supplemented by the First Supplemental Indenture of Trust dated as of May 1, 2002 and the Second Supplemental Indenture of Trust dated as of March 1, 2012, by and between the Ashwaubenon CDA and the Trustee with respect to the Ashwaubenon CDA Bonds (Brown County Resch Center Project), as further amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Lease" means, as the context may require, the Ashwaubenon Lease (Expo Center), the Ashwaubenon Lease (Resch Center), or both such leases.

"Ashwaubenon Lease (Expo Center)" means the instrument of lease to be entered into by the Ashwaubenon CDA and the County with respect to the Expo Center as described in Section 4.03, as amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Lease (Resch Center)" means Lease dated as of December 1, 1999, as supplemented by the First Supplement to Lease (Additional Bonds) dated as of May 1, 2002 and the Second Supplement to Lease (Additional Bonds) dated as of March 1, 2012, between the Ashwaubenon CDA, as lessor, and the County, as lessee, with respect to the Resch Center, as further amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Plan" means the Ashwaubenon CDA's Redevelopment Plan, approved April 17, 1998, as amended from time to time pursuant to the Redevelopment Act.

"Auditing and Collection Agreement" shall have the meaning assigned in Section 8.13.

"Bonds" means collectively the Ashwaubenon CDA Bonds and the Green Bay RDA Bonds.

"Bond Year" means the period beginning June 1 of a year and ending May 31 of the following year.

"CVB" means the Greater Green Bay Convention & Visitors Bureau, Inc. (formerly known as the Green Bay Area Visitor & Convention Bureau, Inc.), a Wisconsin nonprofit corporation and a "tourism entity" within the meaning of the Room Tax Act.

"Effective Date" is defined in Section 8.14.

"Expo Center" means a facility intended to have approximately 100,000 plus square feet of hard (e.g., concrete) free-span exposition floor space with high ceilings designed for large-scale public or private trade shows, exhibitions and sporting events, including necessary support and service facilities which may include, but are not limited to, the following: retractable arena style seating, an ice sheet, concessions, storage areas and offices. The Expo Center will replace the existing Brown County Memorial Veterans Arena, Shopko Hall, and Hall of Fame, and will be connected to the Resch Center.

"Governing Body" (i) when used with reference to the Municipalities, means the Common Council, Village Board or other legislative body of the Municipalities, (ii) when used with reference to the County, means the Board of Supervisors or other legislative body of the County, (iii) when used with reference to the Room Tax Commission, means the Commissioners or other legislative body of the Room Tax Commission and (iv) when used with reference to the Authorities, means the Commissioners or other legislative body of the Authorities.

"Governing Body Authorization" means the Governing Body Authorizations described in the 1999 Cooperation Agreement and the following Governing Body Authorizations and approvals made and given pursuant to the Redevelopment Act, Room Tax Act, and Section 66.0301, Wis. Stats.:

(i) when used with reference to Green Bay, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Green Bay's Governing Body in July or August, 2017;

(ii) when used with reference to De Pere, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by De Pere's Governing Body in July or August, 2017;

(iii) when used with referend to Allouez, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Allouez's Governing Body in July or August, 2017;

(iv) when used with reference to Ashwaubenon, means the resolution r in support of this specific Amended and Restated Cooperation Agreement adopted by Ashwaubenon's Governing Body in July or August, 2017;

(v) when used with reference to Howard, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Howard's Governing Body in July or August, 2017;

(vi) when used with reference to Bellevue, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Bellevue's Governing Body in July or August, 2017;

(vii) when used with reference to Suamico, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Suamico's Governing Body in July or August, 2017;

(viii) when used with reference to the Room Tax Commission, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Room Tax Commission's Governing Body in July or August, 2017;

(ix) when used with reference to the Ashwaubenon CDA, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Ashwaubenon CDA's Governing Body in July or August, 2017;

(x) when used with reference to the Green Bay RDA, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Green Bay RDA's Governing Body in July or August, 2017; and

(xi) when used with reference to Brown County, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Brown County's Governing Body in July or August, 2017.

"Green Bay Development" means the development and redevelopment undertakings described in Exhibit A hereto as the Green Bay Development.

"Green Bay Improvement Area" means the area depicted or described in Exhibit C hereto as the Green Bay Improvement Area.

"Green Bay Indenture" means Indenture of Trust dated as of July 1, 1999, as supplemented by the First Supplement to Indenture of Trust dated as of March 1, 2006 and the Second Supplement to Indenture of Trust dated as of April 1, 2016, by and between the Green Bay RDA and the Trustee with respect to the Green Bay RDA Bonds, as further amended or supplemented from time to time pursuant to the terms thereof.

"Green Bay Lease" means the Lease dated as of July 1, 1999, as supplemented by the First Supplement to Lease (Additional Bonds) dated as of March 1, 2006, the Second Supplement to Lease dated as of December 1, 2013 and the Third Supplement to Lease dated as of April 1, 2016, as further amended or supplemented from time to time pursuant to the terms thereof.

"Green Bay Plan" means the Green Bay RDA's Redevelopment District and Redevelopment Plan, approved November 18, 1997 and December 2, 1997 respectively as amended from time to time pursuant to the Redevelopment Act.

"Green Bay RDA Bonds" means, collectively, (a) the Green Bay RDA Series 2016 Bonds and (b) any refunding bonds subsequently issued by the Green Bay RDA, in each case which are outstanding on the relevant date and which refinanced property leased by the Green Bay RDA to the County pursuant to the Green Bay Lease.

"Green Bay RDA Series 2016 Bonds" means the Taxable Lease Revenue Refunding Bonds, Series 2016 (KI Convention Center Project) issued by the Green Bay RDA on April 5, 2016 in the aggregate principal amount of \$10,210,000 pursuant to the Green Bay Indenture.

"Improvement Areas" means, collectively, the Ashwaubenon Improvement Area and the Green Bay Improvement Area.

"Indentures" means, collectively, the Ashwaubenon Indenture and the Green Bay Indenture.

"Leases" means, collectively, the Ashwaubenon Lease and the Green Bay Lease.

"Mortgages" means (a) the Assignment of Lease and Rents dated as of December 1, 1999 from the Ashwaubenon CDA to the Trustee which secures the Ashwaubenon CDA Bonds, (b) the Assignment of Lease and Rents dated as of July 1, 1999, as amended by the First Amendment to Assignment of Lease and Rents dated as of March 1, 2006, the Second Amendment to Assignment of Lease and Rents (Additional Municipal Development Property) dated as of December 1, 2013 and the Third Amendment to Assignment of Lease and Rents dated as of April 1, 2016, from the Green Bay RDA to the Trustee which secures the Green Bay RDA Bonds, (c) the Mortgage and Security Agreement dated as of July 1, 1999, as amended by the First Amendment to Mortgage and Security Agreement dated as of March 1, 2006, the Second Amendment to Mortgage and Security Agreement (Additional Premises) dated as of December 1, 2013 and the Third Amendment to Mortgage and Security Agreement dated as of April 1, 2016, from the Green Bay RDA to the Trustee which secured the Green Bay RDA Bonds and (d) all other mortgages and assignments of leases, security agreements or other agreements or instruments hereafter entered into by either of the Authorities or any third party (with the written consent of either the Ashwaubenon CDA or the Green Bay RDA, as applicable) and delivered to the Trustee for the purpose of granting the Trustee a mortgage lien on either the Ashwaubenon Development Property or the Green Bay Development Property, as applicable, as collateral security for the payment of the Ashwaubenon CDA Bonds or the Green Bay RDA Bonds, as applicable.

"Municipal Development" means, collectively, the Ashwaubenon Development and the Green Bay Development.

"Municipal Development Costs" means the costs incurred or to be incurred by the Ashwaubenon CDA and Green Bay RDA, respectively, with respect to the purchase, construction, installation and improvement of the Municipal Development Property.

"Municipal Development Property" means all right, title and interest of the Ashwaubenon CDA and Green Bay RDA, respectively, in, to and under all real property and real property improvements purchased, constructed, installed or improved by the Ashwaubenon CDA and Green Bay RDA, respectively, in the areas described in Exhibit B with the proceeds of the Bonds.

"Municipality" means each of Green Bay, De Pere, Allouez, Ashwaubenon, Howard, Suamico, Bellevue and any Additional Municipality.

"Net Room Taxes" means the Room Taxes levied, enforced and collected by or with respect to the Municipalities from time to time minus the amount of "Additional Room Taxes" (as defined in the 2017 Pledge and Security Agreement) transferred to the Additional Room Tax Fund pursuant to Section 4.04 of the 2017 Pledge and Security Agreement and minus the amount

allocated to the Room Tax Administrative Fund pursuant to Section 4.01(a) of the 2017 Pledge and Security Agreement.

"Non-Party Municipality" means, at any time, any political subdivision of the State of Wisconsin or any federally recognized Indian tribe within the Tourism Zone that is not a party to this Agreement at such time.

"Non-Party Municipality Room Taxes" shall have the meaning ascribed to such term in Section 5.08.

"Redevelopment Act" means Section 66.1333 of the Wisconsin Statutes, as amended.

"Redevelopment Areas" means the project areas identified as such in the Redevelopment Plans.

"Redevelopment Plans" means, collectively, the Ashwaubenon CDA Plan and the Green Bay RDA Plan.

"Room Tax Act" means Section 66.0615 of the Wisconsin Statutes, as amended.

"Room Tax Deficiency" means any date on which either (i) the amount on deposit in the Room Tax Stabilization Fund on such date is Fifty Percent (50%) or less than the amount on deposit therein as of the end of the immediately preceding calendar year or (ii) Net Room Taxes for each of the immediately preceding eight (8) consecutive calendar months were insufficient to fund direct or indirect payments, as lease payments or otherwise, of debt service on the Green Bay RDA Bonds and on the Ashwaubenon CDA Bonds (Brown County Resch Center Project).

"Room Taxes" means those room taxes levied and collected by the Municipalities pursuant to the Room Tax Act and pursuant to this Agreement.

"Room Tax Rate" means the percentage rate of any Room Taxes.

"Room Tax Revenues" means, collectively, Net Room Taxes received by the Room Tax Commission and, in the event of a Room Tax Deficiency, any other Room Taxes necessary to make payments of debt service on the Bonds.

"Room Tax Stabilization Fund" means (a) initially, the fund by that name established pursuant to the Ashwaubenon Indenture (Brown County Resch Center Project) and (b) from and after the date the Ashwaubenon Indenture (Brown County Resch Center Project) is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the successor fund by that name established pursuant to the 2017 Pledge and Security Agreement.

"Surplus Net Room Tax Revenues" means Net Room Tax Revenues remaining after the allocation of Net Room Tax Revenues in respect of the Green Bay RDA Bonds and the Ashwaubenon CDA Bonds (Brown County Resch Center Project) described in Section 4.01(b) of the 2017 Pledge and Security Agreement.

"Tourism Agreement" means the Agreement dated January 1, 1999 by and between the Room Tax Commission and the CVB, as amended, supplemented, revised or restated from time to time.

"Tourism Zone" means the Zone encompassing the Municipalities, the County and any neighboring municipalities.

"Trustee" means such institution acceptable to the County to serve as trustee under the Indentures, currently Associated Trust Company, National Association.

"Zone" shall have the meaning ascribed to such term in the Room Tax Act.

ARTICLE II

RECITALS OF PUBLIC PURPOSE

Section 2.01 Improvement Areas Objectives.

The Improvement Areas lie wholly within the Redevelopment Areas, so that development and redevelopment occurring within the Improvement Areas has been and will be in furtherance of the public purpose objectives as set forth in the Redevelopment Plans and the Redevelopment Act. Therefore, the Municipalities, the County, the Room Tax Commission and the Authorities have identified the development and redevelopment of the Improvement Areas and the promotion and development of conventions and other forms of tourism within the improvement areas as matters of group interest.

Section 2.02 Importance of Municipal Development Property.

The Municipal Developments have comprised and will comprise the construction, installation and improvement of real property and real property improvements within the Improvement Areas which improvements and interrelated facilities constitute tourism and convention facilities within the meaning of the Room Tax Act and serve the purposes and objectives set forth in Exhibit A. The Municipalities, the County, the Room Tax Commission and the Authorities hereby find and determine that the control, disposition and use of the Municipal Development Property will be crucial to the achievement of a sound and coordinated development and redevelopment of the Improvement Areas and for the promotion and development of conventions and other forms of tourism activities therein.

The Municipalities, the County, the Room Tax Commission and the Authorities (a) acknowledge that construction of the Resch Center and the KI Convention Center has been completed and (b) intend to take all steps and perform all acts hereunder necessary to undertake and complete the development of the Expo Center consistent with the terms and conditions of this Agreement.

Section 2.03 Importance of Room Tax Revenues.

The Room Tax Revenues, as pledged and utilized pursuant to this Agreement, will assist in the financing of convention and other forms of tourism promotion and development in the Redevelopment Areas.

Section 2.04 Governing Body Authorizations.

Acting pursuant to Section 66.0301, Wis. State., Section 13 of the Redevelopment Act and the Room Tax Act, the execution, delivery and performance of this Agreement by the Municipalities, the County, the Room Tax Commission and the Authorities have been authorized by the respective Governing Body Authorizations.

Section 2.05 Nature of Financing Transaction.

Each issue of Bonds has and will function as a conduit financing for the benefit of the County, which, pursuant to the Leases, will be responsible for payment of all debt service for the Bonds and will have a possessory interest in the leased property. Each Lease will embody the County's obligation to make payments equal to debt service payments on the corresponding issue of Bonds. The reason for using each Lease is to establish a payment obligation that does not constitute debt for the purposes of constitutional and statutory limitations under Wisconsin law.

Under the Ashwaubenon Lease, after payment of all debt service the Ashwaubenon CDA shall, unless the Ashwaubenon CDA and the County otherwise agree, convey the Ashwaubenon Municipal Development Property to the County by quitclaim deed for nominal or no additional consideration.

ARTICLE III

UNDERTAKINGS OF THE MUNICIPALITIES

Section 3.01 Municipalities to Plan to Promote Private Development.

The Municipalities agree to develop plans for the use of the Municipal Development Property in a manner that will promote and assist the future private development of the Redevelopment Areas and that will promote conventions and other forms of tourism and development.

Section 3.02 Ashwaubenon and Green Bay to Provide Administrative Support to Authorities.

Ashwaubenon and Green Bay agree to provide the Ashwaubenon CDA and Green Bay RDA, respectively, administrative support to enable the Authorities to carry out the Redevelopment Plans. Administrative support may include services such as the provision of office space and the provision of financial, accounting, legal and engineering consultation.

Section 3.03 Municipalities to Levy Room Taxes At Prescribed Room Tax Rate.

Notwithstanding prior resolutions, ordinances or municipal acts to the contrary, the Municipalities have enacted resolutions, ordinances and all other municipal acts necessary to effect, as of the Effective Date, the levy, enforcement and collection of Room Taxes at a Room Tax Rate of 10%, subject to any restrictions related thereto in the Room Tax Act or such higher rate as may be permitted in the Room Tax Act and as may be necessary to fulfill the Municipalities' obligations under Section 3.04 of this Agreement.

Section 3.04 Municipalities to Continue Pledge of Net Room Taxes.

The Municipalities continue to pledge all Net Room Taxes to the Room Tax Commission and to consent to the use of Net Room Taxes for the purposes set forth in the 2017 Pledge and Security Agreement, subject to any restrictions related thereto in the Room Tax Act. Concurrently with the execution and delivery of this Agreement, the Municipalities shall enter into the 2017 Pledge and Security Agreement.

The Municipalities agree that in the event of a Room Tax Deficiency, upon sixty (60) days written notice from the County, the Municipalities shall approve such resolutions, ordinances or other municipal acts necessary to increase the Room Tax Rate, if then permitted under the Room Tax Act, to a percentage sufficient to yield Net Room Taxes sufficient to make payments of debt service on the Bonds.

The Municipalities obligations in this Section 3.04 are collective in that all Municipalities are obligated to increase their respective Room Tax Rates to an equivalent percentage and such increases in Room Tax Rates shall be effective on the first day of the first month following the final Municipality approving the increase to its Room Tax Rate. The obligation of the Municipalities to increase the Room Tax Rate hereunder shall be subject to any restrictions related thereto in the Room Tax Act.

Each Municipality also agrees not to increase its Room Tax Rate and use or pledge such increased Room Tax Revenues to any project for any purpose or in any manner that constitutes an irrevocable pledge, or a prohibition, or in any manner prohibits or restricts a Municipality from applying Room Tax Revenues in excess of its Net Room Taxes to a Room Tax Deficiency.

Section 3.05 Municipalities to Participate in the Room Tax Commission.

The Municipalities agree, in accordance with the Room Tax Act, to continue their participation in the Room Tax Commission at levels at least comparable to that in effect on the date of this Agreement. The Municipalities agree to increase such participation to the extent necessary to consummate the transactions contemplated by this Agreement.

Section 3.06 Green Bay to Manage Portion of Municipal Development.

Green Bay agrees to continue to operate and manage the Green Bay Development. In furtherance thereof, Green Bay agrees to enact resolutions and all other municipal acts necessary to obligate itself, as of the Effective Date, to such operation and management. In order to effectuate such operation and management, Green Bay may enter into management or lease

agreement(s) with the Green Bay RDA, with a third party or both for the operation and management of the Green Bay Development.

Section 3.07 Approval of Expo Center Project by the Municipalities..

The Municipalities approve the use of Room Tax Revenues to pay for the Municipal Development Costs relating to the design and construction of the Expo Center including, without limitation, the payment of debt service on the Ashwaubenon CDA Bonds (Brown County Expo Center Project).

ARTICLE IV

UNDERTAKINGS OF THE COUNTY

Section 4.01 Contribution of Ashwaubenon Development Property to Ashwaubenon CDA.

Acting pursuant to Section 13 of the Redevelopment Act, to provide general support and assistance to the Authorities in carrying out the Redevelopment Plans and to carry out redevelopment as provided in the Redevelopment Act and the Redevelopment Plans, the County agrees, to the extent not previously done, to contribute to the Ashwaubenon CDA, for the uses and purposes set forth in Section 6.04, all of the County's right, title and interest in and to the Ashwaubenon Development Property. The County shall execute and deliver to the Ashwaubenon CDA such deed, bill of sale and other instrument as the Ashwaubenon CDA may reasonably request to evidence and perfect such contribution from the County.

Section 4.02 County to Plan to Promote Private Development.

The County agrees in cooperation with the Room Tax Commission to operate and use or cause to be operated and used the Municipal Development Property in a manner that will promote and assist the future private development of the Improvement Areas and in a manner intended to promote and develop tourism within the County.

Section 4.03 County to Lease Municipal Development Property from the Authorities.

The County agrees to lease from the Authorities the property contributed to the Authorities pursuant to Section 6.01 and 6.02 as improved with the Municipal Development. Each Lease shall contain or incorporate restrictions on the use of the Municipal Development Property as described in Section 6.04. Each Lease shall be a "triple net lease", as defined in the Lease, and provide for base rents and additional rents sufficient to pay when due the principal of and interest on the Ashwaubenon CDA Bonds and the Green Bay RDA Bonds, respectively. The obligation of the County to pay rents or other amounts due under the Leases shall be conditioned upon the County's "quiet enjoyment" of the leasehold property. The County anticipates that the Net Room Tax Revenues will be sufficient to make all payments required to be made by the County pursuant to the Leases. In the event that such Net Room Tax Revenues are insufficient to make such payments, the County agrees to take whatever action is necessary to fund such payments then due and payable under the Leases.

In the event of a Room Tax Deficiency, the County may, but shall not be required to, upon sixty (60) days written notice to the Municipalities require such Municipalities to, pursuant to Section 3.04 of this Agreement, increase its Room Tax Rate in a percentage needed to generate sufficient revenue to pay future lease payments under the Leases.

Further, to the extent that the County is required to make payments from revenues other than Room Tax Revenues, such payments shall be considered a loan or advance to the Room Tax Commission to be reimbursed from future Surplus Net Room Tax Revenues together with interest actually paid by the County with respect to indebtedness incurred by the County to finance such payment; such reimbursement to occur as soon as reasonably practicable and to the extent that the Room Tax Commission has received Room Tax Revenues in excess of that amount required for payment of principal, interest and premium, if any, on the Bonds.

The County has leased the Green Bay Development to Green Bay for purposes of Section 3.06 herein.

Section 4.04 County to Manage Portion of Municipal Development.

The County agrees to operate and manage the Ashwaubenon Development. In furtherance thereof, the County agrees to enact resolutions and all other municipal acts necessary to obligate itself, as of the Effective Date, to such operation and management. In order to effectuate such operation and management, the County may enter into management agreements or leases with a third party for the operation and management of all or any portion of the Ashwaubenon Development. The Expo Center is intended to attract larger public and private trade shows and exposition events which the existing, smaller facilities located in and near to Brown County are not designed to handle. It is not the intent of the parties to concurrently compete against one another for the same customer for the same event or entice an existing customer to relocate to the other party's facility unless the customer's needs require relocation.

Section 4.05 County's Budget.

The County shall include base rents and additional rents due under the Leases in any fiscal year within the County's annual budget. In the event that provision for the payment of the base rents or the additional rents due under the Leases in any fiscal year of the County is not included in the County's budget for such year, the County shall notify the Authorities of such fact within 30 days following the adoption of such budget and, when determined, identify the alternative funding source anticipated to pay the base rents and the additional rents due under the Leases during such year.

ARTICLE V

UNDERTAKINGS OF THE ROOM TAX COMMISSION

Section 5.01 Room Tax Commission to Continue Pledge of Net Room Taxes.

The Room Tax Commission continues to pledge all Net Room Taxes to the County for the purpose of, among other things, making payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on the Bonds, subject to any

restrictions related thereto in the Room Tax Act. Concurrently with the execution and delivery of this Agreement, the Room Tax Commission shall enter into the 2017 Pledge and Security Agreement.

Section 5.02 Room Tax Commission to Continue Pledge of Room Tax Revenues.

The Room Tax Commission continues to pledge all Room Tax Revenues collected or held by the Room Tax Commission to (i) the making of payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on the Bonds, such other payments or deposits related to the Bonds, or Municipal Development Costs (ii) the funding of any capital reserve fund associated with the Municipal Development, (iii) the funding of other projects that may from time to time be approved by the Municipalities and the County, and (iv) the funding of any other tourism activities and promotion that may from time to time be approved by the Municipalities, and the County, in all cases, subject to any restrictions related thereto in the Room Tax Act and to the provisions of the 2017 Pledge and Security Agreement.

Section 5.03 Room Tax Commission to Apply Surplus Net Room Tax Revenues.

If the Room Tax Commission holds and retains Surplus Net Room Tax Revenues, then such Surplus Net Room Tax Revenues shall, at the election of the County, be made available to the Authorities (i) for payment of debt service on the Bonds, (ii) for Municipal Development Costs, (iii) to reduce the size of the Bond issues, (iv) for early redemption of Bonds; or be made available for such other tourism activities and promotion as approved by the County. The use of such Surplus Net Room Tax Revenues shall be subject to the 2017 Pledge and Security Agreement.

Section 5.04 Additional Municipalities.

In the event that any Non-Party Municipality levies room taxes within its jurisdiction pursuant to the Room Tax Act ("Non-Party Municipality Room Taxes"), the Room Tax Commission shall use its best efforts to encourage and accept such Non-Party Municipality as an additional member of the Room Tax Commission. Each such additional Non-Party Municipality member of the Room Tax Commission shall, upon its consent, become a party to this Agreement (and, as such, become an Additional Municipality hereunder) and be bound to the terms, conditions and obligations of the Municipalities hereunder. Acceptance of such Additional Municipality as an additional member of the Room Tax Commission 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.

The Room Tax Rate applicable to any Additional Municipality shall equal the percentage then in effect for the Municipalities pursuant to Section 3.03, such percentage taking account of any Non-Party Municipality Room Taxes.

ARTICLE VI

UNDERTAKINGS OF AUTHORITIES

Section 6.01 Acceptance of Ashwaubenon Municipal Development Property.

The Ashwaubenon CDA agrees to accept any contribution of additional Ashwaubenon Municipal Development Property from the County as set forth in Section 4.01.

Section 6.02 Municipal Development.

The Ashwaubenon CDA agrees to proceed with the Expo Center portion of the Ashwaubenon Development with all reasonable dispatch (subject to the fulfillment of existing contractual obligations for the Brown County Veterans Memorial Arena) and to use its best efforts to complete that Municipal Development as soon as reasonably practicable in the circumstances. It is the expressed intent of the parties hereto that such project be undertaken and completed consistent with this Agreement. The obligations the Ashwaubenon CDA with respect to the Expo Center project are limited by the extent of the funding made available pursuant to Article VII, meaning thereby that the Ashwaubenon CDA is not required by this Section 6.02 to incur Municipal Development Costs for such project in excess of the spendable proceeds from the sale of the Ashwaubenon CDA Bonds (Brown County Expo Center Project) and funds provided by the County or any third party for such project.

Section 6.03 Redevelopment.

The Authorities shall continue to assist the County in developing plans for the use of the Municipal Development Property in a manner which will promote and assist the future private development of the Improvement Areas as a means of eliminating blight and continuing redevelopment and urban renewal in the Redevelopment Areas and to promote and develop conventions and other tourism activities.

Section 6.04 Provision of Funding.

The Authorities agree to provide funding for the Municipal Development Costs as provided in Article VII.

Section 6.05 Lease of Municipal Development Property.

The Authorities agree to lease to the County the property contributed to and purchased by the Authorities as improved with the Municipal Development in accordance with the terms and conditions of the Leases. The Authorities shall waive any rights they may have to reenter or retake possession of the premises or accelerate the payment of rents or other amounts due under the Leases in the event of a default by the County under the Leases.

Section 6.06 Mortgage and Assignment of Lease of the Municipal Development Property.

The Authorities may grant to the Trustee, as security for the payment of the Bonds, a Mortgage and Assignment of Lease of the Municipal Development Property. Any Mortgage will be subordinate to the Leases, and will not give the Trustee any right to evict the County or retake possession of the Municipal Development Property, or to accelerate the payment of rents under the Leases.

ARTICLE VII

FUNDING

Section 7.01 Sale of Ashwaubenon CDA Bonds (Brown County Expo Center Project); Refunding Bonds.

(a) The Ashwaubenon CDA shall issue and sell the Ashwaubenon CDA Bonds (Brown County Expo Center Project) upon such terms and at such time which are acceptable to the County. The County's acceptance of such terms shall be conclusively evidenced by its execution of the Ashwaubenon Lease (Expo Center). The Ashwaubenon CDA Bonds (Brown County Expo Center Project) shall be payable by the Ashwaubenon CDA solely from revenues derived by the Ashwaubenon CDA from the Ashwaubenon Lease (Expo Center), the Pledge and Security Agreement, the Net Room Taxes pledged to the Trustee, cash and securities held from time to time in certain trust funds held by the Trustee under the Ashwaubenon Indenture (Brown County Expo Center Project) and the investment earnings thereon.

(b) The Authorities shall issue and sell each series of refunding bonds upon terms acceptable to the County. The County's acceptance, in each such case, shall be conclusively evidenced by its execution of a supplement to the applicable Lease. Each series of refunding bonds shall be payable by the applicable Authority solely from revenues derived by such Authority from the applicable Lease, the Pledge and Security Agreement, the Net Room Taxes pledged to the Trustee, cash and securities held from time to time in certain trust funds held by the Trustee under the applicable Indenture, and the investment earnings thereon. Unless otherwise provided in an amendment to this Agreement, (i) no Bonds may be issued by an Authority after the date of this Agreement to finance Municipal Development Costs incurred in connection with an expansion of, or capital improvements to, the Ashwaubenon Development or the Green Bay Development other than the Ashwaubenon CDA Bonds referred to in subsection (a) above, and (ii) no refunding bonds for the Ashwaubenon CDA Bonds (Resch Center Project), the Green Bay RDA Bonds, the KI Expansion Bonds or the Ashwaubenon CDA Bonds (Expo Center Project) may be issued which [y] reduce the Room Tax Revenues available for debt service payments on any of such Bonds which will remain outstanding, or [z] materially reduce the aggregate anticipated payments to the Municipalities under Section 4.06(b)(2)[e] of the 2017 Pledge and Security Agreement. Each Authority agrees to notify the other Authority and the Municipalities of any proposed issuance of such refunding bonds and to provide pre-issuance debt service schedules from time to time, and a final debt service schedule upon issuance of such refunding bonds, to the other Authority and the Municipalities.

Section 7.02 Security for Bonds.

The Authorities may (i) pledge the Leases and (ii) grant Mortgages to secure the Bonds.

Section 7.03 Authorities to Act Upon Directions of County in Certain Matters.

So long as the County is not in default under the Leases, the Authorities will take discretionary actions with respect to the Bonds only with the prior written consent of the County

and will act in accordance with any written directions of the County regarding prepayment of the Bonds or a change in the rate or method of calculating interest to become due thereon.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Assignment of Rights Under this Agreement.

No party may assign its rights under this Agreement without the written consent of the other parties.

Section 8.02 Nondiscrimination.

Each party agrees that neither the Municipal Development nor any portion thereof shall be undertaken or 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, age, disability, marital status, arrest or conviction record, sexual orientation, disabled veteran or a covered veteran status and that the Municipal Development shall be undertaken or operated in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

Section 8.03 Approximations.

It is understood and agreed by the parties that any dimensions, areas and volumes set forth herein or in the Exhibits hereto are preliminary and tentative. Before the legal descriptions of the various applicable parcels are finalized, the parties reserve the right to make minor changes in such dimensions, areas and volumes to best accommodate and facilitate the purposes of this Agreement.

Section 8.04 No Personal Liability.

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

Section 8.05 Parties and Interests.

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

Section 8.06 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 mailed by first-class

mail, postage prepaid, with proper address as indicated beneath the respective signatures to this Agreement. Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

Section 8.07 Amendment.

No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by all parties hereto. No amendment, alteration or amendment to this Agreement, which in any manner affects the payment of principal, interest or premium, if any, on the Bonds or the interests of the owners of the Bonds shall be approved without the written consent of the Trustee.

Section 8.08 Termination of Agreement.

This Agreement and the terms and obligations hereunder shall terminate upon payment in full of the Bonds issued pursuant hereto and reimbursement to the County for any payments made and amounts due to the County pursuant to Section 4.03 above.

Section 8.09 Governing Law.

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

Section 8.10 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 8.11 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 8.12 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.

Section 8.13 Auditing and Collection Agreement.

The Municipalities, the County and the Room Tax Commission agree that promptly following the execution and delivery of this Agreement such parties, together with the CVB, shall conduct good faith negotiations to develop a mutually acceptable agreement (the "Auditing and Collection Agreement") to implement a cost effective process for the identification of

facilities providing lodging which are not paying Room Taxes and for the collection of unpaid Room Taxes. Notwithstanding any other provision of this Agreement or the 2017 Pledge and Security Agreement, during any period that an Auditing and Collection Agreement is in effect, the Municipalities party thereto shall not be responsible for the collection of Room Taxes to the extent the collection thereof is delegated to another party in such Auditing and Collection Agreement.

Section 8.14 Effect of Amendment and Restatement; Effective Date.

On and after the Effective Date, this Agreement shall supercede the 1999 Cooperation Agreement, as amended, which will remain in effect only with respect to any matter governed thereby which occurred before the Effective Date. "Effective Date" means the date on which all parties to this Agreement have duly executed and delivered this Agreement.

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

APPROVED AS TO FORM:

CITY OF GREEN BAY, WISCONSIN

By: _____

By: _____

Its: _____

Its: Mayor

APPROVED:

Countersigned: _____

By: _____

Its: Clerk

Its: Finance Officer

Address for Notices:
City of Green Bay, Wisconsin
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

CITY OF DE PERE, WISCONSIN

By: _____

Its: Mayor

Countersigned: _____

Its: Clerk

Address for Notices:
City of De Pere, Wisconsin
335 South Broadway
De Pere, WI 54115

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

VILLAGE OF ALLOUEZ, WISCONSIN

By: _____

Its: President

Countersigned: _____

Its: Administrator & Clerk-Treasurer

Address for Notices:
Village of Allouez, Wisconsin
1649 south Webster Avenue
Green Bay, WI 54301-2499

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

**VILLAGE OF ASHWAUBENON,
WISCONSIN**

By: _____

Its: Village President

Countersigned: _____

Its: Village Clerk

Address for Notices:
2155 Holmgren Way
Green Bay, WI 54304-4605

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Accountant/Treasurer

VILLAGE OF HOWARD, WISCONSIN

By: _____

Its: Village President

Countersigned: _____

Its: Clerk/Administrator

Address for Notices:
Village of Howard, Wisconsin
2456 Glendale Avenue
P.O. Box 12207
Green Bay, WI 54307-2207

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Accountant/Treasurer

VILLAGE OF SUAMICO, WISCONSIN

By: _____

Its: Village President

Countersigned: _____

Its: Clerk/Administrator

Address for Notices:
Village of Bellevue, Wisconsin
2828 Allouez Avenue
Bellevue, WI 54311

APPROVED AS TO FORM:

VILLAGE OF BELLEVUE, WISCONSIN

By: _____

Its: Attorney

By: _____

Its: Village President

APPROVED:

Countersigned: _____

Its: Clerk/Administrator

By: _____

Its: Accountant/Treasurer

Address for Notices:
Village of Howard, Wisconsin
2456 Glendale Avenue
P.O. Box 12207
Green Bay, WI 54307-2207

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

BROWN COUNTY, WISCONSIN

By: _____

Its: County Executive

Countersigned: _____

Its: Clerk

Address for Notices:
Brown County, Wisconsin
350 East Walnut Street
PO Box 23600
Green Bay, Wisconsin 54305-3600

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

**GREEN BAY AREA ROOM TAX
COMMISSION**

By: _____

Its: Chairman

Countersigned: _____

Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

**REDEVELOPMENT AUTHORITY OF
THE CITY OF GREEN BAY,
WISCONSIN**

By: _____

Its: Chairman

Countersigned: _____

Its: Secretary

Address for Notices:
Redevelopment Authority of the City of
Green Bay
Room 608, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance officer

**COMMUNITY DEVELOPMENT
AUTHORITY OF THE VILLAGE OF
ASHWAUBENON, WISCONSIN**

By: _____

Its: Chairperson

Countersigned: _____

Its: Secretary

Address for Notices:
Community Development Authority
Village of Ashwaubenon
2155 Holmgren Way
Green Bay, WI 54304-4605

EXHIBIT A

DESCRIPTION OF MUNICIPAL DEVELOPMENT

"Municipal Development" means collectively, any and all real property improvements to be constructed or installed by the Authorities in cooperation with the parties to this Cooperation Agreement and in accordance with the Redevelopment Plans. The Municipal Development is intended to redevelop certain property within the Redevelopment Districts of the City of Green Bay and Village of Ashwaubenon through the construction of facilities intended to promote and develop tourism activities within Brown County. The Municipal Development facilities are intended to serve and provide the full range of space, facilities and opportunities necessary to serve all segments of the tourism industry including, but not limited to, conventions, conferences, exhibits, trade shows, consumer shows, concerts, sporting events and exhibitions. It is found by the parties to this Cooperation Agreement that the expansion, development and promotion of such tourism activities will generate new spending within Brown County, expand Room Tax Revenues, expand the tax base through the development of new industry intended to serve the tourism activities, provide new jobs within such private industry, and stimulate additional redevelopment within the Redevelopment Districts. The Municipal Development includes, without limitation, the following:

(i) "Ashwaubenon Municipal Development" means

(a) Resch Center. A 225,955 square foot multi-purpose facility with a floor area of approximately 38,000 square feet and with seating up to approximately 9,500 seats. The facility includes the necessary support and service facilities. The Resch Center is be attached to the existing Brown County Veterans Memorial Hall. The floor areas of the two facilities may be combined and used for single, flat floor events. The Resch Center in conjunction with the Brown County Veterans Memorial Hall provides space for conventions, trade shows, consumer shows, exhibitions, concerts and sporting events.

(b) Expo Center. As defined in Article I of this Agreement.

(ii) "Green Bay Municipal Development" means the KI Convention Center, an approximately 121,000 square foot convention center with a 35,003 square foot exhibition hall and a conference facility with 80,000 square feet of meeting rooms to provide space for conventions, conferences and exhibitions in an area served by adjacent and proximate hotel developments. The KI Convention Center includes break out meeting rooms, classrooms, banquet facilities and other support services necessary to serve the facility. Although the KI Expansion Project funded with the proceeds of the KI Expansion Bonds is not part of the "Green Bay Municipal Development" for purposes of this Agreement, the KI Convention Center, as expanded by the KI Expansion Project, is operated as a unified, integrated facility and all references to the Green Bay Municipal Development or the KI Convention Center in this Agreement or the 2017 Pledge and Security Agreement shall be interpreted to mean the unified, integrated facility unless the context of the particular reference is clearly intended to mean only the portion of the KI Convention Center leased by the Green Bay RDA to the County.

The "Municipal Development Costs" include all allowable 'project costs" relating to the Municipal Development, including, without limitation: capital costs of the County, Municipalities and Authorities; financing costs to the Authorities; real property assembly costs; professional service costs; imputed administrative costs; relocation costs; demolition costs; contributions to the Authorities made under Section 13 of the Redevelopment Act in connection with the implementation of the Municipal Development; and payments made in the discretion of the County's and Municipalities Governing Bodies and the Room Tax Commission.

EXHIBIT B

The "Municipal Development Property" includes all real property improvements financed with the proceeds of the Bonds, as set forth in the Redevelopment Plans, in the following area:

1708761

ASHWAUBENON DEVELOPMENT

CERTIFIED SURVEY MAP

PART OF LOT 9, MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH 1/2 OF PRIVATE CLAIM 13, AND PART OF PRIVATE CLAIM 14, WEST SIDE OF FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, DENNIS J. CHRISTIE, WISCONSIN REGISTERED LAND SURVEYOR S-1452, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED PART OF LOT 9 OF MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH ONE-HALF OF PRIVATE CLAIM 13, AND ALSO PART OF PRIVATE CLAIM 14, WEST SIDE OF THE FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF "SHADY ACRES SUBDIVISION", ALSO BEING THE BROWN COUNTY SURVEYOR'S LD. POINT #2-14.2; THENCE S25°53'28"W, 120.15 FEET TO THE SOUTH LINE OF LOMBARDI AVENUE, THENCE; N64°06'32"W, ALONG SAID SOUTH LINE, 1034.78 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE N64°06'32"W, 425.00 FEET; THENCE S25°53'13"W, 741.59 FEET TO THE NORTH LINE OF PACKER DRIVE; THENCE S63°59'02"E, ALONG SAID NORTH LINE, 425.00 FEET; THENCE N25°53'13"E, 742.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 315,371 SQUARE FEET/7.240 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND, AND THAT I HAVE FULLY COMPLIED WITH SECTION 265.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF ASHWAUBENON AND BROWN COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

Dennis J. Christie 7/1/99
DENNIS J. CHRISTIE, RLS-1452 DATED

OWNERS CERTIFICATE:

BROWN COUNTY, AS OWNERS, HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

Nancy J. Rubbaum 7/21/99
NANCY J. RUBBAUM DATED
BROWN COUNTY EXECUTIVE

Darlene K. Marcelle 7-20-99
DARLENE K. MARCELLE DATED
BROWN COUNTY CLERK

VILLAGE OF ASHWAUBENON APPROVAL:

APPROVED FOR THE VILLAGE OF ASHWAUBENON THIS 6th DAY OF JULY, 1999.

Charlotte E. Nelson
CHARLOTTE NELSON
VILLAGE CLERK

BROWN COUNTY PLANNING COMMISSION APPROVAL:

APPROVED BY THE BROWN COUNTY PLANNING COMMISSION THIS 19th DAY OF JULY, 1999.

Martin Oleszczak
MARTIN OLESZCZAK, SENIOR PLANNER



REGISTER'S OFFICE
Brown Co., Wis.
Received for record the 26th
day of July, A.D. 1999
at 2:00 o'clock P.M.
and recorded in Vol. 99 of
Certified Survey Maps on Page 123
Lois Hinkel
Registrar of Deeds

1200
12



ENGINEERS & SCIENTISTS
150 SPRINGHURST DRIVE, SUITE 201
GREEN BAY, WISCONSIN 54304
PHONE: (920) 592-9440
FAX: (920) 592-9445
WWW.GASA.COM

DRAWN BY: J.ZLATONLAVEK
FILE: 992023
DATE: 07-07-99
SHEET NO. 2 OF 2

GREEN BAY DEVELOPMENT

Parcel I: Lots 118, 119, 120, 121 and 122, Navarino, according to the recorded Plat thereof, together with the Westerly 1/2 of the vacated alley lying Easterly of and adjacent to Lots 118 thru 122, Navarino, as described in Document Number 1690263, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 12-163
Street Address: North Adams Street

Parcel II: Lot 1 of Volume 13 Certified Survey Maps, page 79, said map being part of Lots 103 to 107 and all of Lots 336 to 346, Plat of Navarino, according to the recorded Plat thereof, and parts of Jefferson Street, City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel III: A non-exclusive easement for the benefit of Parcels I and II hereof as created in an easement Instrument executed by The Redevelopment Authority of the City of Green Bay as Grantor and Green Bay Granada Partners and the Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711689 covering the following:

That part of Lot 1, of the Certified Survey Map recorded in Volume 13 Page 79, (being part of Lots 103, 104, 340 and 341 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Beginning at the Northwest corner of said Lot 1.; thence South 24° 58' 03" West 13.85 feet along the West line of said Lot 1; thence South 65° 00' 00" East 21.05 feet; thence North 25° 00' 00" East 13.84 feet to a point on the North line of said Lot 1; thence South 64° 59' 57" East, 38.78 feet along said North line of said Lot 1; thence South 25° 00' 00" West 19.02 feet; thence North 65° 00' 00" West 15.01 feet; thence South 25° 00' 00" West 20.26 feet; thence North 65° 00' 00" West 2.71 feet; thence South 25° 00' 00" West 40.95 feet thence North 65° 00' 00" West 19.06 feet; thence South 25° 00' 00" West 45.76 feet; thence South 65° 00' 00" East 183.71 feet; thence South 25° 00' 00" West 11.46 feet; thence North 65° 00' 00" West 18.00 feet to a point between Lots 1 and 2 said Certified Survey Map; thence North 24° 58' Or East 4.64 feet along said line between Lots 1 and 2; thence North 65° 01' 13" West 179.00 feet along the South line of said Lot 1; thence North 25° 00' 00" East 33.42 feet thence North 65° 00' 00" West 11.11 feet; thence North 25° 00' 00" East 79.49 feet; thence North 65° 00' 00" West 8.62 feet to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 19.76 feet along said centerline to a point on the South line of Elm Street; thence South 64° 57' 57" East 10.00 feet along last said South line to the point of beginning.

(continued)

Parcel IV; A non-exclusive easement for the benefit of Parcels I and II hereof as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay and Green Bay Granada Partners as Grantors and The Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711690, covering the following:

That part of Lot 2, of the Certified Survey Map recorded in Volume 13, Page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin, described as: Commencing at the Southwest corner of Lot 2; thence North 24° 58' 03" East 31.96 feet along the West line of said Lot 2; to the POINT OF BEGINNING; thence North 65° 00' 00" West 10.00 to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 35.96 feet along said centerline of the vacated alley; thence South 65° 00' 00" East 6.33 feet; thence North 25° 00' 00" East 60.71 feet; thence South 85° 00' 00" East 6.98 feet; thence South 25° 00' 00" West 20.45 feet; thence South 65° 00' 00" East 38.87 feet; thence South 25° 00' 00" West 40.20 feet; thence South 85° 00' 00" East 4.48 feet; thence South 25° 00' 00" West 5.31 feet; thence South 85° 00' 00" East 8.90 feet; thence Southeasterly along the arc of a 47.69 foot radius curve to the left 28.17 feet said curve having a chord which bears South 83° 38' 24" East 27.76 feet; thence Southeasterly along the arc of a 50.77 foot radius curve to the right 28.69 feet said curve having a chord which bears South 85° 05' 42" East 28.31 feet; thence South 65° 00' 00" East 2.33 feet; thence North 25° 00' 00" East 18.10 feet; thence South 85° 00' 00" East 21.02 feet; thence Southeasterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears South 43° 27' 27" East 7.11 feet; thence Southeasterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears South 76° 22' 46" East 32.04 feet; thence Northeasterly along the arc of a 11.46 foot radius curve to the left 24.42 feet, said curve having a chord which bears North 88° 02' 04" East 20.05; thence North 25° 00' 00" East 41.27 feet to a point on the North line of said Lot 2; thence South 65° 01' 13" East 13.10 feet along said North line of Lot 2; thence South 25° 00' 00" West, 106.60 feet; thence North 85° 00' 00" West 13;10 feet; thence North 25° 00' 00° East 8.42 feet; thence Northwesterly along the arc of a 11.46 foot radius curve to the left 24.42 feet said curve having a chord which bears North 36° 02' 04" West 20.06 feet; thence Northwesterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears North 53° 37' 14" West 32.04 feet; thence Northwesterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears North 87° 32' 33" West 7.11 feet; thence North 65° 00' 00" West 24.92 feet; thence Southwesterly along the arc of a 36.87 foot radius curve to the left 26.85 feet, said curve having a chord which bears South 84° 38' 51" West 26.26 feet; thence South 25° 00' 00" West 6.56 feet; thence North 65° 00' 00" West 12.97 feet; thence South 25° 00' 00" West 26.74 feet; thence North 65° 00' 00" West 14.95 feet; thence South 25° 00' 00" West 7.39 feet thence North 850 00' 00° West 50.99 feet; thence North 25° 00' 00" East 18.82 feet; thence North 65° 00' 00" West 3.28 feet to the point of beginning.

(continued)

Parcel V: A non-exclusive easement for the benefit of Parcels I and II as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay and Green Bay Granada Partners as Grantor and The Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711691, covering the following:

That part of Lot 2, of the Certified Survey Map recorded In Volume 13 page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Commencing at the Southwest corner of Lot 2; thence North $24^{\circ} 58' 03''$ East 31.96 feet along the West line of said Lot 2; thence South $65^{\circ} 00' 00''$ East 3.28 feet to the POINT OF BEGINNING; thence continuing South $65^{\circ} 00' 00''$ East 7.89 feet; thence South $25^{\circ} 00' 00''$ West 1.99 feet; thence South $65^{\circ} 00' 00''$ East 1.91 feet; thence South $25^{\circ} 00' 00''$ West 1.66 feet; thence South $65^{\circ} 00' 00''$ East 22.59 feet; thence North $25^{\circ} 00' 00''$ East 2.99 feet; thence South $65^{\circ} 00' 00''$ East 3.78 feet; thence South $25^{\circ} 00' 00''$ West 2.99 feet; thence South $65^{\circ} 00' 00''$ East 3.32 feet; thence North $25^{\circ} 00' 00''$ East 5.00 feet; thence South $85^{\circ} 00' 00''$ East 8.30 feet thence South $25^{\circ} 00' 00''$ West 5.00 feet; thence South $65^{\circ} 00' 00''$ East 320 feet; thence South $25^{\circ} 00' 00''$ West 14.95 feet; thence North $65^{\circ} 00' 00''$ West 50.99 feet; thence South $25^{\circ} 00' 00''$ East 18.80 feet to the point of beginning.

EXHIBIT C

IMPROVEMENT AREAS

The "Ashwaubenon Improvement Area" comprises substantially all real property depicted as such on the attached diagram labeled "Ashwaubenon Improvement Area."

The "Green Bay Improvement Area" comprises substantially all real property depicted as such on the attached diagram labeled "Green Bay Improvement Area."

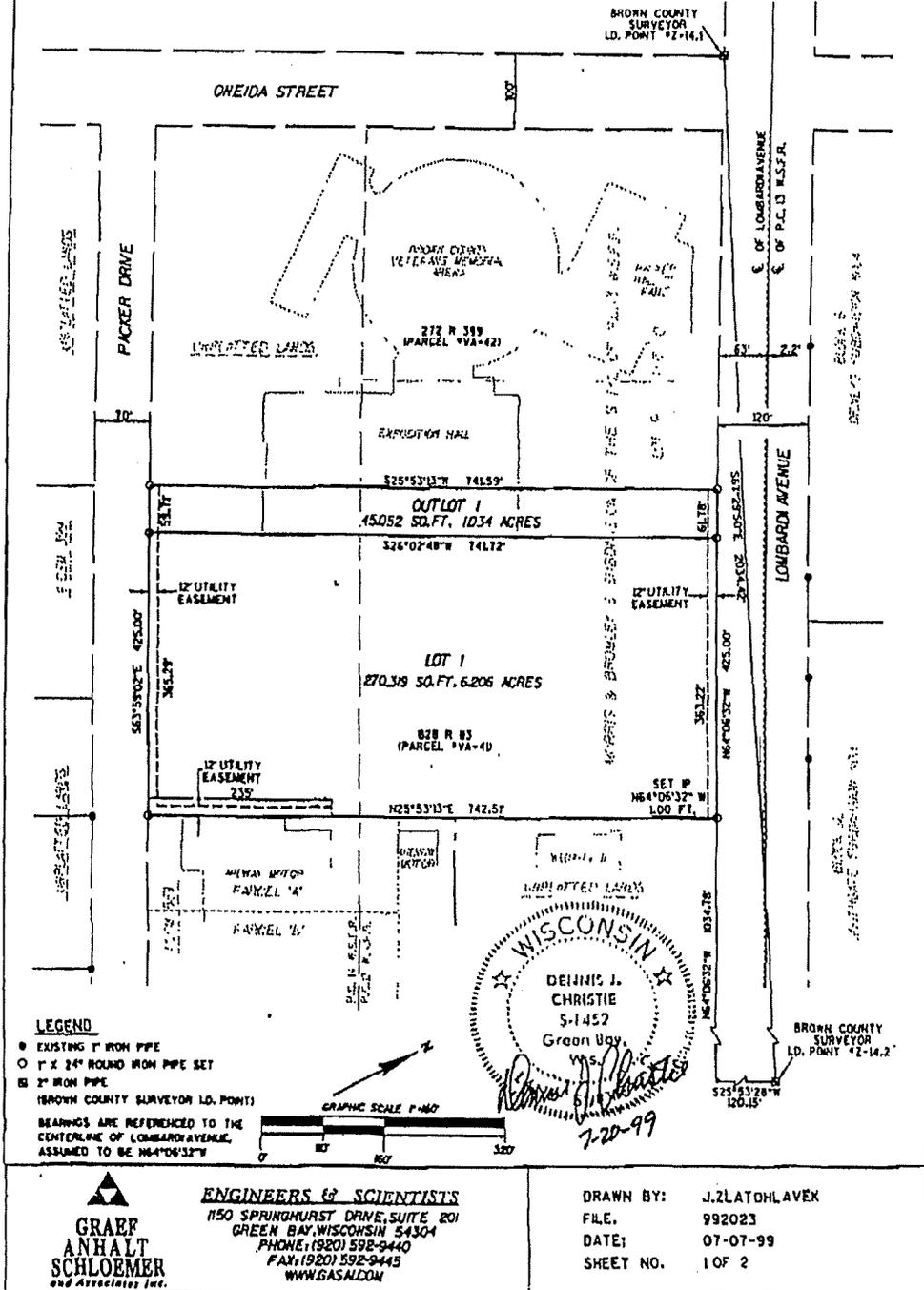
ASHWAUBENON IMPROVEMENT AREA

1708761

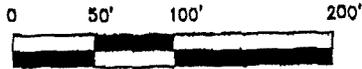
MAP # 5961

CERTIFIED SURVEY MAP

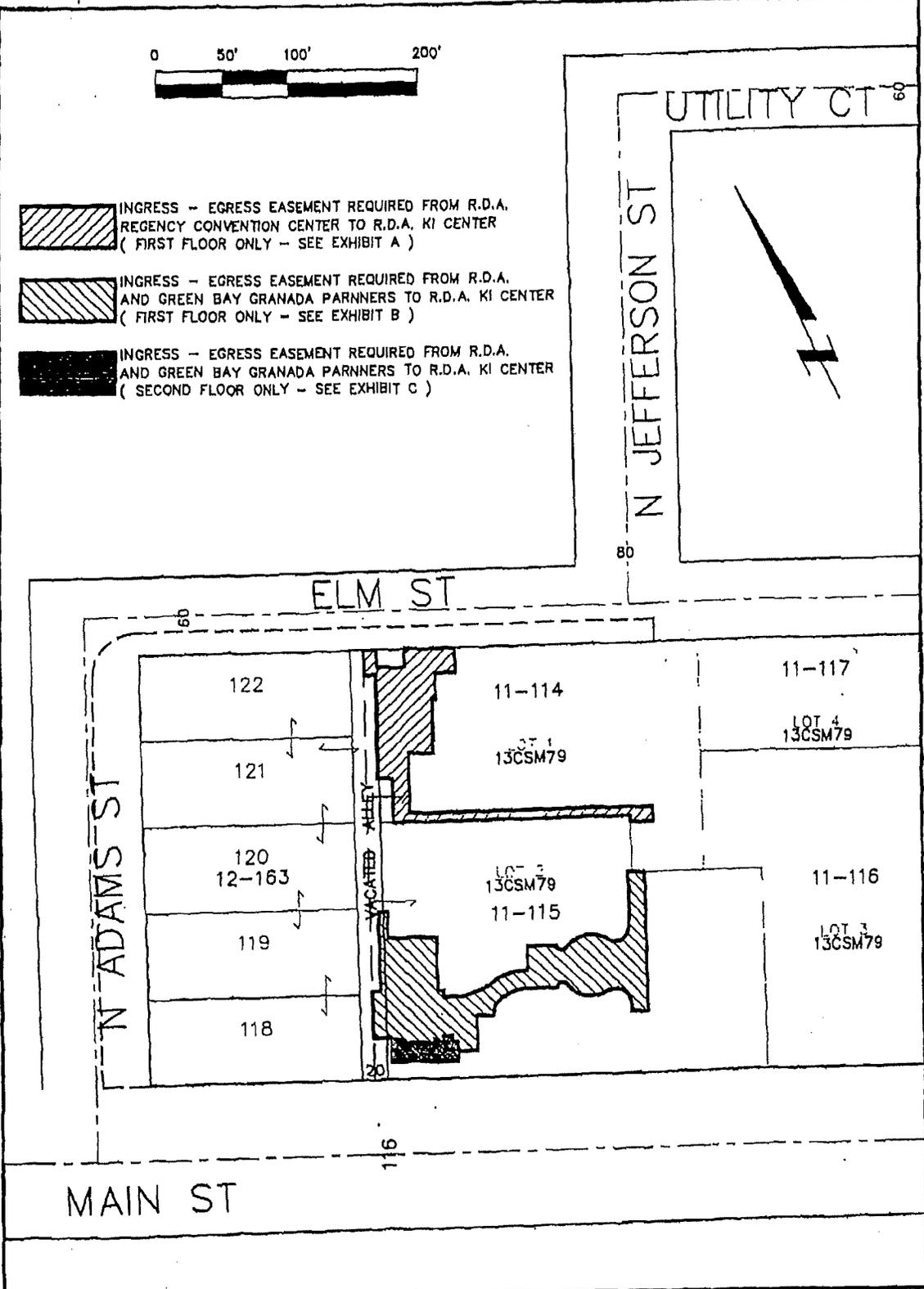
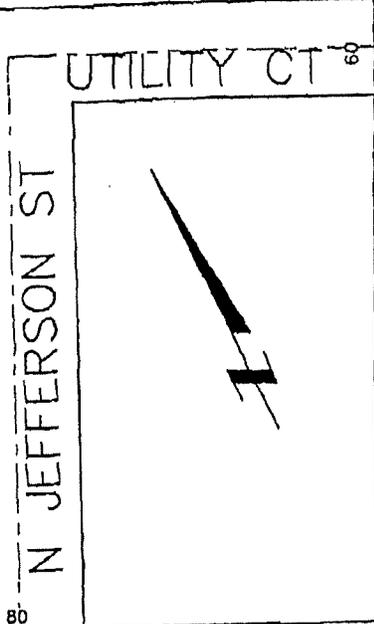
PART OF LOT 9, MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH 1/2 OF PRIVATE CLAIM 13, AND PART OF PRIVATE CLAIM 14, WEST SIDE OF FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN.



GREEN BAY IMPROVEMENT AREA



-  INGRESS - EGRESS EASEMENT REQUIRED FROM R.D.A. REGENCY CONVENTION CENTER TO R.D.A. KI CENTER (FIRST FLOOR ONLY - SEE EXHIBIT A)
-  INGRESS - EGRESS EASEMENT REQUIRED FROM R.D.A. AND GREEN BAY GRANADA PARTNERS TO R.D.A. KI CENTER (FIRST FLOOR ONLY - SEE EXHIBIT B)
-  INGRESS - EGRESS EASEMENT REQUIRED FROM R.D.A. AND GREEN BAY GRANADA PARTNERS TO R.D.A. KI CENTER (SECOND FLOOR ONLY - SEE EXHIBIT C)



CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS - ENGINEERING DIVISION

EASEMENTS REQUIRED FOR
KI CONVENTION CENTER



**SECOND AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT, dated as of July 11, 2017 (this "Agreement"), is made and entered into by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Green Bay"), the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("De Pere"), the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Allouez"), the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Ashwaubenon"), the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Howard"), the VILLAGE OF BELLEVUE, WISCONSIN, a municipal corporation and political subdivision ("Bellevue"), the VILLAGE OF SUAMICO, WISCONSIN, a municipal corporation and political subdivision ("Suamico") (collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard, and Bellevue, the "Municipalities"), BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), the GREEN BAY AREA ROOM TAX COMMISSION, a Wisconsin quasi-municipal corporation (the "Room Tax Commission"), and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national bank organized under the laws of United States of America, as trustee (the "Trustee");

RECITALS

The parties acknowledge the following:

A. The Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission, the Community Development Authority of the Village of Ashwaubenon, Wisconsin (the "Ashwaubenon CDA") and the Green Bay Redevelopment Authority (the "Green Bay RDA" and together with the Ashwaubenon CDA, the "Authorities") are parties to the Cooperation Agreement dated as of July 1, 1999 (the "1999 Cooperation Agreement") which concerned the development and redevelopment of certain areas designated in the 1999 Cooperation Agreement as the "Improvement Areas" and the promotion and development of conventions and other forms of tourism within the Improvement Areas and, among other matters, provided for the pledging and utilization of "Room Tax Revenues" (as defined therein). Subsequent to the execution of the 1999 Pledge and Security Agreement, Bellevue and Suamico become members of the Room Tax Commission. In 2012 the Municipalities and the County entered into an Addendum to 1999 Cooperation Agreement (the "2012 Addendum") relating to an increase in the "Room Tax Rate" (as defined in the 1999 Cooperation Agreement).

B. Pursuant to the 1999 Cooperation Agreement, the Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission and the Trustee entered into the Pledge and Security Agreement dated as of July 1, 1999 (the "1999 Pledge and Security Agreement"). In 2012, concurrently with the execution of the 2012 Addendum, the parties entered into an Amended and Restated Pledge and Security Agreement dated as of July 1, 1999 (the "2012 Pledge and Security Agreement") which amended and restated the 1999 Pledge and Security Agreement in its entirety.

C. Pursuant to an Agreement Between Brown County and City of Green Bay For Surplus Net Room Taxes for KI Expansion, dated June 19, 2012, as amended by an Addendum #1 thereto, dated December 6, 2013 (the "County/City Agreement"), the County agreed to pay to Green Bay and/or the Green Bay RDA, upon receipt from time to time of a requisition therefor, all monies then on deposit in the Room Tax Stabilization Fund in excess of \$5,000,000 as of the date of such requisition to pay debt service on the Green Bay RDA's Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project) (the "KI Expansion Bonds").

D. The Municipalities, the County, the Room Tax Commission and the Authorities are entering into an Amended and Restated Cooperation Agreement of even date herewith (the "2017 Cooperation Agreement") and have agreed therein to execute and deliver this Agreement to incorporate the pertinent terms of the County/City Agreement and of the 2017 Cooperation Agreement.

E. The terms and conditions of this Agreement are in compliance with Section 66.0615 of the Wisconsin Statutes (the "Room Tax Act") and the execution and delivery of this Agreement have been duly authorized by resolutions of the Municipalities, the County and the Room Tax Commission.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and agreements set forth below, the parties agree to amend and restate the 2012 Pledge and Security Agreement in its entirety as follows:

ARTICLE I

DEFINITIONS

Capitalized terms not defined in this Agreement have the meanings set forth in the 2017 Cooperation Agreement.

ARTICLE II

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO ROOM TAX COMMISSION

Section 2.01 Pledge and Assignment.

The Municipalities do hereby pledge, sell, assign, transfer, and set over unto the Room Tax Commission, its successors, and assigns, and the Room Tax Commission hereby does accept, all right, title, and interest of the Municipalities in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In order to effect such pledge and assignment, each of the Municipalities hereby agrees to cause all Room Taxes collected during the term of this Agreement to be deposited in accordance with Article IV of this Agreement.

Section 2.02 Base Room Taxes; Additional Room Taxes.

Pursuant to the 1999 Cooperation Agreement, the Municipalities levied Room Taxes at a Room Tax Rate of 8%. Room Taxes collected based upon the 8% Room Tax Rate are referred to in this Agreement as "Base Room Taxes." In the 2012 Addendum the Municipalities agreed to increase the Room Tax Rate to 10%. Room Taxes collected in excess of Base Room Taxes are referred to in this Agreement as "Additional Room Taxes." Each Municipality agreed in the 2012 Pledge and Security Agreement that the Administrative Fee payable pursuant to Section 3.02 of the 2012 Pledge and Security Agreement is determined without regard to the Additional Room Taxes and reaffirms that agreement in Section 4.02 below.

ARTICLE III

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO THE COUNTY

The Room Tax Commission does hereby pledge, sell, assign, transfer, and set over unto the County, its successors, and assigns, and the County does hereby accept, all the right, title, and interest of the Room Tax Commission in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In accordance with the terms of the 2017 Cooperation Agreement, the Municipalities hereby consent to the pledge, assignment, and transfer of the Net Room Taxes from the Room Tax Commission to the County for the purposes set forth in this Agreement.

In order to effect such pledge and assignment, the Room Tax Commission hereby agrees to cause all Room Taxes pledged and assigned to it pursuant to Article II of this Agreement to be deposited in accordance with Article IV of this Agreement.

ARTICLE IV

DEPOSIT OF ROOM TAXES WITH TRUSTEE

Section 4.01 Deposit of Room Taxes.

The Municipalities, the Room Tax Commission, the County, and the Trustee hereby agree and direct that, in order to effect the pledges of the Net Room Taxes hereunder, (x) all Room Taxes levied by the Municipalities shall be deposited directly by the original obligors thereof with the Trustee, (y) the Additional Room Taxes shall be treated as described in Section 4.04 of this Agreement, and (z) the Base Room Taxes shall be applied for the payment of debt service on outstanding Bonds, the payment of certain administrative fees, and such other purposes as are specified in the Ashwaubenon CDA Indenture (Brown County Resch Center Project) and this Agreement.

The Trustee shall allocate Base Room Taxes in the following amounts and in the following order of priority:

(a) First, to the Room Tax Administrative Fund established and maintained pursuant to Section 4.02 of this Agreement (the "Room Tax Administrative Fund"), the following portion of such Base Room Taxes (with respect to each Municipality, its "Administrative Fee"):

(1) with respect to Base Room Taxes levied, enforced and collected by or with respect to Green Bay and Ashwaubenon, Sixteen percent (16%) of such Base Room Taxes;

(2) with respect to Base Room Taxes levied, enforced and collected by or with respect to the other Municipalities, Four percent (4%) of such Base Room Taxes; and

(3) with respect to Base Room Taxes levied, enforced and collected by or with respect to an Additional Municipality, Four percent (4%) of such Base Room Taxes;

(b) Second, to the Bond Funds created under the Green Bay Indenture and under the Ashwaubenon Indenture (Brown County Resch Center Project), on a pro rata basis, as follows:

(1) to the Bond Fund created under the Green Bay Indenture, the aggregate debt service with respect to the Green Bay RDA Bonds then outstanding, if any, for the current Bond Year; and

(2) to the Bond Fund created under the Ashwaubenon Indenture, the aggregate debt service with respect to the Ashwaubenon CDA Bonds (Brown County Resch Center Project) then outstanding, if any, for the current Bond Year; and

(c) Third, to the Room Tax Stabilization Fund.

The Trustee does hereby agree to continue to accept such Room Taxes for deposit in accordance with the terms hereof and of the Indentures and agrees that the reference contained in Section 8.08 of the Indentures to "Section 3.01(b) of the Pledge and Security Agreement" shall instead refer to Section 4.01(b) of this Agreement.

Section 4.02 Room Tax Administrative Fund.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "Room Tax Administrative Fund." The Trustee shall deposit into the Room Tax Administrative Fund, when and as received, the amounts specified in Section 4.01(a) of this Agreement. On the first business day of each calendar month, the Trustee shall transfer to each Municipality its respective Administrative Fee then on deposit in the Room Tax Administrative

Fund, together with any reports relating to the Room Taxes reasonably requested by the Municipality.

Section 4.03 Collection of Room Taxes.

Each of the Municipalities agrees to direct all Room Tax obligors within its jurisdiction to deposit all Room Taxes with the Trustee pursuant to the terms of this Agreement and the instructions of the Trustee. Each Municipality agrees to forward to the Trustee, immediately upon receipt, any Room Tax payments made directly to such Municipality while any of the Bonds are outstanding. All collection and enforcement actions relating to any such Room Taxes shall be the sole responsibility of the related Municipality; provided, however, that the Trustee, shall have the right (i) to demand that any such Room Taxes paid by the obligors thereof but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article IV and (ii) to request that a collection or enforcement action be commenced by a Municipality with respect to unpaid Room Taxes; provided further, however, that in the event an Auditing and Collection Agreement is entered into, the Municipalities shall not be responsible for the collection of unpaid Room Taxes.

Section 4.04 Additional Room Tax Fund.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "Additional Room Tax Fund". The Trustee shall deposit the Additional Room Taxes, together with any amounts required to be transferred pursuant to Section 4.06(b)(2)[c], into the Additional Room Tax Fund. Unless the County shall have notified the Trustee in writing that either (a) a "Room Tax Deficiency" has occurred and is continuing or (b) the County and the CVB have not reached an agreement as to the use of amounts in the Additional Room Tax Fund, on the 15th day of each calendar month the Trustee shall transfer the balance in the Additional Room Tax Fund to the CVB at such address as the CVB may from time to time designate in writing to the Trustee. If the County has provided notice that a Room Tax Deficiency exists, monies in the Additional Room Tax Fund shall be transferred on a pro rata basis to the Bond Funds specified in Section 4.01(b) in such amounts as directed from time to time by the County until the County provides written notice to the Trustee that a Room Tax Deficiency no longer exists. If the County provided notice that the County and the CVB had not reached an agreement as to the use of amounts in the Additional Room Tax Fund, such notice may be rescinded by the County at any time in its sole discretion and monies in the Additional Room Tax Fund shall then be applied as provided in this Section.

If an Auditing and Collection Agreement is in effect, the County shall direct the CVB to apply monies transferred to it pursuant to this Section to pay for the costs incurred under such Auditing and Collection Agreement in such amount as is specified in such Auditing and Collection Agreement.

Section 4.05 Reserve Account for KI Expansion Bonds.

The County directs the Trustee to create an account designated the "KI Expansion Bonds Reserve Account." The County agrees to deposit \$500,000 into the KI Expansion Bonds

Reserve Account prior to the issuance of the Ashwaubenon CDA Bonds (Brown County Expo Center Project). Monies in the KI Expansion Bonds Reserve Account shall only be used to pay debt service on the KI Expansion Bonds if and to the extent that there is a shortfall after the application of funds to such debt service described in Sections 2.03(c) and 4.06(b)(2)[a]. The Trustee shall disburse funds in the KI Expansion Bonds Reserve Account to Green Bay and/or the Green Bay RDA in accordance with the procedures set forth in the County/City Agreement. The KI Expansion Bonds Reserve Account shall terminate on the date the KI Expansion Bonds have been paid in full or legally defeased and the Trustee shall follow the direction of the County as to the disposition of any amount in such account on such date.

Section 4.06 Room Tax Stabilization Fund.

(a) On the date the Ashwaubenon CDA Indenture is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the Room Tax Stabilization Fund created therein shall cease to exist and the County hereby creates, and directs the Trustee to establish, on such date, a successor Room Tax Stabilization Fund (which successor Room Tax Stabilization Fund shall then be the "Room Tax Stabilization Fund" for purposes of this Agreement). The Trustee shall transfer all amounts in the existing Room Tax Stabilization Fund to the successor Room Tax Stabilization Fund. The provisions of the Ashwaubenon Indenture (Brown County Resch Center Project) applicable to the administration of the Room Tax Stabilization Fund shall apply to the successor Room Tax Stabilization Fund and are incorporated herein by reference except that no Debt Service Reserve Account shall be established within the successor Room Tax Stabilization Fund.

(b) The Trustee shall allocate amounts on deposit in the Room Tax Stabilization Fund, and its subaccounts, as follows:

(1) The Debt Service Reserve Account shall be used solely to make debt service payments on the Ashwaubenon CDA Bonds in accordance with the Ashwaubenon Indenture (Brown County Resch Center Project) and on the date the Ashwaubenon CDA Indenture is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the Debt Service Reserve Account shall terminate and all monies therein shall be transferred to the successor Room Tax Stabilization Fund;

(2) Surplus Net Room Tax Revenue during each Bond Year, shall be allocated in the following amounts and priority:

[a] First, to pay debt service on the KI Expansion Bonds as set forth in the County/City Agreement; provided that (x) the amount so transferred to Green Bay and/or the Green Bay RDA shall not exceed the aggregate debt service on the KI Expansion Bonds for that Bond Year, and (y) no transfer will be made to the extent it would result in the amount in the Room Tax Stabilization Fund being less than \$5,000,000;

[b] Second, to pay Municipal Development Costs for the Expo Center project, including the payment of debt service on any Ashwaubenon CDA Bonds (Brown County Expo Center Project) that may be issued to finance such project;

[c] Third, if and to the extent during any Bond Year, the Surplus Net Room Tax Revenues for such Bond Year exceed the amounts applied pursuant to subsections [a] and [b] above during such Bond Year, the remaining Surplus Net Room Tax Revenues for such Bond Year (or such lesser amount as set forth in the following table) shall be transferred to the Additional Room Tax Fund:

<u>Bond Year</u> <u>Ending June 1</u>	<u>Maximum</u> <u>Amount</u>
2019	\$200,000
2020	225,000
2021	250,000
2022	275,000
2023	300,000
2024	325,000
2025	350,000
2026	375,000
2027	400,000
2028	425,000
2029	450,000
2030	475,000
Each Year Thereafter	500,000

; provided, however, that from and after the Bond Year commencing June 1, 2029, no transfer shall be made to the Additional Room Tax Fund unless the aggregate amount in the Room Tax Stabilization Fund is not less than \$7,000,000;

[d] Fourth, any remaining Surplus Net Room Taxes shall be retained in the Room Tax Stabilization Fund until the aggregate amount therein equals \$7,000,000; and

[e] Until June 1, 2029, any remaining Surplus Net Room Tax Revenues shall be retained in the Room Tax Stabilization Fund. From and after the Bond Year commencing June 1, 2029, any remaining Surplus Net Room Revenue shall be paid to the Municipalities on a ratable basis determined by the aggregate amount paid by Room Tax obligors with respect to facilities located in each Municipality during the applicable Bond Year. The Trustee shall pay such amount to the Municipalities within 30 days after the end of each Bond Year.

(c) The County has the rights with respect to the Surplus Net Room Tax Revenues held in the Room Tax Stabilization Fund set forth in Section 5.03 of the 2017

Cooperation Agreement, subject to the requirements of subsections (a), (b), (c) and (d) above. The County agrees that it will apply the entire balance then on deposit in the Room Tax Stabilization Fund to the final debt service payments on the Ashwaubenon CDA Bonds (Brown County Expo Center Project) so that, on the date of the termination of this Agreement, there are no amounts remaining in the Room Tax Stabilization Fund. To the extent the County is not able to apply the entire balance then on deposit in the Room Tax Stabilization Fund to the final debt service payment, any remaining amount shall be paid to the Municipalities on a ratable basis determined by the aggregate amount paid by Room Tax obligors with respect to facilities located in each Municipality during the final Bond Year.

ARTICLE V

REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Municipalities and the Room Tax Commission hereby represent and warrant to the County that they have good right and authority to enter into this Agreement, that the Municipalities and the Room Tax Commission have not alienated, assigned, pledged, or otherwise disposed of or encumbered any of the Net Room Taxes, and that the Municipalities and the Room Tax Commission have not performed any acts or executed any other instruments which might prevent the County and the Trustee from receiving any Net Room Taxes under any of the terms and conditions of this Agreement or which would limit the County and the Trustee in such receipt.

The Municipalities and the Room Tax Commission hereby covenant and agree to observe, perform, and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions, and warranties of this Agreement on their respective parts to be kept, observed, and performed.

The Municipalities and the Room Tax Commission hereby also covenant and agree that they will, upon the request of the County, the Trustee, or their respective assignees, execute and deliver to the County, the Trustee, or their respective assignees such further instruments and do and perform such other acts and things as the County, the Trustee, or their respective assignees may deem necessary or appropriate to make effective this Agreement and the various covenants of the Municipalities, and the Room Tax Commission herein contained and to more effectively vest in and secure to the County, the Trustee, or their respective assignees the Net Room Taxes, including without limitation, the execution of such additional assignments as shall be deemed necessary by the County, the Trustee, or their respective assignees to effectively vest in and secure the Net Room Taxes.

The Municipalities and the Room Tax Commission hereby covenant and agree that, subject to Section 8.13 of the 2017 Cooperation Agreement, they will take any and all action reasonably necessary to enforce their respective room tax levies and collect all room taxes from the room tax obligors within their respective jurisdictions. Such actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes.

ARTICLE VI

MISCELLANEOUS

This Agreement may be executed, acknowledged, and delivered in any number of counterparts, each of which shall constitute an original, but, all together, only one instrument. The laws of the State of Wisconsin shall govern this Agreement. If any term, covenant, or condition of this Agreement, the 2017 Cooperation Agreement or the Indentures, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, the 2017 Cooperation Agreement, or the Indentures, and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement, the 2017 Cooperation Agreement, or the indentures shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall terminate on the date the 2017 Cooperation Agreement terminates and the Trustee agrees that any Room Taxes paid to it after the termination date shall be paid to the Municipality in which the lodging facility making such payment is located.

Nothing contained in this Agreement, the 2017 Cooperation Agreement, or the Indentures shall in any manner be construed as making the parties hereto and thereto or their assignees partners.

On and after the Effective Date, this Agreement shall supercede the 2012 Pledge and Security Agreement, as amended, and the County/City Agreement each of which will remain in effect only with respect to any matter governed thereby which occurred before the Effective Date

[Signature Page Follows]

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

APPROVED AS TO FORM:

CITY OF GREEN BAY

By: _____

By: _____

Its: Municipal Attorney

Its: Mayor

APPROVED:

Countersigned: _____

By: _____

Its: City Clerk

Its: Finance Officer

Address for Notices:
City of Green Bay, Wisconsin
Attn: Clerk
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

CITY OF DE PERE, WISCONSIN

By: _____

Its: Mayor

Countersigned: _____

Its: Clerk-Treasurer

Address for Notices:
City of De Pere, Wisconsin
Attn: Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

VILLAGE OF ALLOUEZ, WISCONSIN

By: _____

Its: President

Countersigned: _____

Its: Administrator & Clerk-Treasurer

Address for Notices:
Village of Allouez, Wisconsin
1649 south Webster Avenue
Green Bay, WI 54301-2499

APPROVED AS TO FORM:

By: _____

Its: Municipal Attorney

APPROVED:

By: _____

Its: Finance Officer

**VILLAGE OF ASHWAUBENON,
WISCONSIN**

By: _____

Its: President

Countersigned: _____

Its: Clerk

Address for Notices:
Village of Ashwaubenon
Attn: Clerk-Treasurer
2155 Holmgren Way
Green Bay, WI 54304-4605

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

VILLAGE OF HOWARD, WISCONSIN

By: _____

Its: President

Countersigned: _____

Its: Clerk

Address for Notices:
Village of Howard
Attn: Clerk
2456 Glendale Avenue
Green Bay, WI 54307-2207

APPROVED AS TO FORM:

By: _____

Its: Municipal Attorney

APPROVED:

By: _____

Its: Finance Officer

VILLAGE OF BELLEVUE, WISCONSIN

By: _____

Its: President

Countersigned: _____

Its: Clerk-Treasurer

Address for Notices:
Village of Bellevue
Attn: Clerk-Treasurer
2828 Allouez Avenue
Bellevue, WI 54311

APPROVED AS TO FORM:

By: _____

Its: Municipal Attorney

APPROVED:

By: _____

Its: Finance Officer

VILLAGE OF SUAMICO

By: _____

Its: President

Countersigned: _____

Its: Clerk

Address for Notices:
Village of Suamico
Attn: Clerk
2999 Lakeview Drive
Suamico, WI 54173

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

BROWN COUNTY, WISCONSIN

By: _____

Its: County Executive

Countersigned: _____

Its: Clerk

Address for Notices:
Brown County, Wisconsin
Attn: Clerk
350 East Walnut Street
PO Box 23600
Green Bay, Wisconsin 54305-3600

APPROVED AS TO FORM:

By: _____

Its: Attorney

APPROVED:

By: _____

Its: Finance Officer

**GREEN BAY AREA ROOM TAX
COMMISSION**

By: _____

Its: Chairman

Countersigned: _____

Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee**

By: _____

Its: _____

[SEAL]

Countersigned

Its: _____
