

AGENDA

FOX CITIES HOTEL ROOM TAX COMMISSION

March 19, 2018

3:00 p.m.

Fox Cities Convention & Visitors Bureau
3433 West College Avenue, Appleton, Wisconsin

Call to order	Bruce Sherman
Roll call of membership	Bruce Sherman
Approval of December 18 Meeting Minutes	Bruce Sherman
Financial Report on Status of Room Tax Collections 1. Outstanding Room Tax from City of Kaukauna	Pam Seidl
CVB Report 1. 2018 Annual Report and Plan of Work	Pam Seidl
Old Business	Bruce Sherman
New Business 1. Consideration and Potential Action to authorize Associated Trust to collect 1 st Quarter 2018 PAC Room Tax 2. Consideration and Potential Action on Amended and Restated Cooperation Agreement 3. Consideration and Potential Action on First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement 4. Consideration and Potential Action on Pledge and Security Agreement 5. Communication to Hotels relating to room tax allocation change 6. Scheduling Special meeting for April	Bruce Sherman
Adjournment	Bruce Sherman

Upcoming meeting dates (all at the CVB) –

June 18, 2018 at 3:00pm - First meeting of NEW TERM

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES WILL BE MADE UPON
REQUEST AND IF FEASIBLE.

**FOX CITIES ROOM TAX COMMISSION
MEETING MINUTES**

DATE: December 18, 2017

TIME: 3:00 p.m.

PLACE: Fox Cities Convention & Visitors Bureau

PRESENT: Lee Meyerhoffer, Tony Saucerman, Bruce Sherman, Jeff Nooyen, Mike Easker, George Dearborn, Deb Johnson, Jim March, Thomas Wilde, Chuck Gifford, Bob Benz, John Jacobs, Teri Matheny, Karen Harkness, Dani Block, Jim Gunz

EXCUSED: Al Schaefer, Jay Schumerth

STAFF: Pam Seidl, Kim Tisler

- I. **CALL TO ORDER:** Mr. Sherman called the meeting to order at 3:00pm.
- II. **ROLL CALL of MEMBERSHIP:** A list of Commission members was passed around and those in attendance initialed the sheet.
- III. **MINUTES:** Minutes of the October 30, 2017 Special Meeting were mailed in advance. **Mr. Benz moved approval of the October minutes as presented. Second by Ms. Johnson. Motion carried.**
- IV. **FINANCIAL REPORT:** Ms. Seidl reviewed the Commission's financial position as of December 12, 2017, which included a summary of room tax collections through the 3rd quarter of the year, along with a Balance Sheet and Summary Income Statement. The City of Kaukauna has yet to receive and remit their 3rd quarter room tax. Mr. Meyerhoffer acknowledge that he was aware of the situation. **Mr. Wilde moved approval of the financial report as presented. Second by Mr. Benz. Motion carried.**
- V. **STATUS OF PAC BONDS:** Mr. Saucerman reported that the PAC bonds will be paid off March 1, 2018.
- VI. **EXHIBITION CENTER PROJECT:** Ms. Harkness gave a status update on the exhibition center project. A substantial portion of the work is now complete and a grand opening is scheduled for January 11, 2018. Ms. Harkness referred questions regarding the status of the exhibition center financing to Mayor Tim Hanna. Despite conflicting reports as to whether or not the project is over or under budget, Ms. Harkness stated that the project is coming in at budget.

VII. **CVB REPORT:** Ms. Seidl provided an update on the status of the sports facility project. The gift of land from the Town of Grand Chute has been approved by both the board of the Fox Cities CVB and Fox Cities Sports Development Inc. Work is ongoing for the site master plan, design and construction costs in order to obtain the best estimate as to cost to build.

VIII. **OLD BUSINESS:** None.

IX. **NEW BUSINESS:**

1. Posting of Meeting Documents: Area media outlets are asking where the agendas and minutes of the meetings of the Fox Cities Room Tax Commission can be accessed. Ms. Harkness stated that all of this information is available on the City of Appleton's website. It was suggested that the Fox Cities CVB add a link on their website that would provide direct access to the information on the City of Appleton website. **Mr. Meyerhoffer moved to approve the addition of a link to the Fox Cities CVB website. Second by Mr. March. Motion carried.**
2. Discussion of Approval and Funding of Invoice from Herrling Clark Law: A detailed invoice for \$9,137.50 from Herrling Clark Law was provided in the meeting packet. There is a balance of \$7,521 in the Fox Cities Room Tax Commission Member Fee fund, which would leave a remaining balance due on the invoice of \$1,616.50. Ms. Seidl commented that she believes Herrling Clark would be willing to take a partial payment of \$7,521 now with the balance due payable in June of 2018 when member fees will be due for 2018.

Mr. Gunz questioned the shortfall and the process for how the Fox Cities Room Tax Commission Member Fee account is funded. He went on to suggest that the remaining balance due on the invoice be paid from surplus room tax that will be coming to the Commission now that the PAC bonds are set to be paid off. If the invoice could not be paid in full using excess funds, his other suggestion was that the remaining balance be split among the municipalities who pay room tax.

Discussion followed as to whether or not the Commission bylaws allowed for this.

Mr. Meyerhoffer moved to allocate \$25,000 of surplus PAC room tax to the Fox Cities Room Tax Commission Member Fee account. 2nd by Ms. Matheny.

Discussion followed as to whether or not approval of moving surplus room tax to the general fund 'undoes' the motion voted on at the October 30, 2017 Special Meeting, which specifically earmarked the \$650,00 surplus to the sports facility fund.

Ms. Harkness suggested a review of the Tourism Entity Agreement in order to clarify whether or not the motion on the table was in line with state statutes. Ms. Matheny commented that even if the Commission wanted to, the surplus room tax isn't available until after March 1, 2018 when the PAC bonds will be paid in full, so the remaining balance due on the invoice could not be paid until April/May of 2018 at the earliest.

Mr. Easker reminded Commission members that the reason the \$300 per member fee was created in the first place was because there wasn't any money available for potential professional service needed at the inception of the Fox Cities Room Tax Commission. Additionally, the Cooperative Agreement does not state anything about what should happen with PAC room tax once the bonds are paid off.

Mr. Meyerhoffer move to table his motion until the time when the Commission can reconsider allocating \$25,000 of the \$650,000 for the purpose of having funds available for things such as legal fees.

Mr. Gunz moved to pay the Herrling Clark Law invoice to the extent of the funds on hand, with the balance due paid at a future time in 2018. Second by Mr. Wilde. Motion carried with the exception of Ms. Harkness who abstained from voting.

A Commission member stated that they believe Roberts Rules of Order dictate that a motion to reconsider would have to happen at this meeting and come from those that voted in the affirmative.

Ms. Matheny withdrew her seconding of the original motion made by Mr. Meyerhoffer. The motion was tabled and no longer on the floor.

Ms. Seidl read aloud the names of those who voted in the affirmative at the October 30, 2017 Special Meeting to earmark \$650,000 to the sports facilities fund. No motion was made.

Mr. March moved to reconsider how the \$650,00 surplus room tax is allocated, and earmark \$25,000 for the legal fund and \$625,000 to the building of a sports facility. Second by Ms. Johnson. There was unanimous consent among Commission members and the motion carried.

Ms. Harkness asked to have a personal comment read into the minutes. "I want to share I view this work as a conflict of interest. Herrling Clark represents numerous municipalities that are party to the Commission. Their work on behalf of this Commission raises questions about which client(s) and/or interest(s) they are representing. They did not request a waiver which may have given clarification to this question?" Ms. Harkness reiterated that this is a personal opinion of hers and it does not reflect an opinion of the City of Appleton.

X. **ADJOURNMENT: Mr. Meyerhoffer moved for adjournment. Second by Mr. Nooyen. Motion carried.**

Next Meeting: Monday, March 19 at 3 p.m.

**Fox Cities Room Tax Commission
Balance Sheet
March 31, 2018**

ASSETS

Current Assets

1003-30-00	BLC Expo Center MM Acct	\$ 2,276,053.05	
1004-30-00	BLC Fox Cities Rm Tax Comm	<u>1.00</u>	

Total Current Assets	2,276,054.05
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Property and Equipment

Total Property and Equipment	<u>0.00</u>
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Other Assets

Total Other Assets	<u>0.00</u>
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Total Assets	<u><u>\$ 2,276,054.05</u></u>
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LIABILITIES AND CAPITAL

Current Liabilities

Total Current Liabilities	<u>0.00</u>
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Long-Term Liabilities

2720-30-00	BLC Expo Center	\$ 2,276,053.05	
2721-30-00	BLC Fox Cities Rm Tax Comm	<u>1.00</u>	

Total Long-Term Liabilities	<u>2,276,054.05</u>
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Total Liabilities	2,276,054.05
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Capital

Net Income	<u>0.00</u>
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Total Capital	<u>0.00</u>
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Total Liabilities & Capital	<u><u>\$ 2,276,054.05</u></u>
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**Fox Cities Room Tax Commission
Summary Income Statement
For the Twelve Months Ending December 31, 2017**

	<u>Year to Date</u>
<u>Revenues</u>	
Room Tax Income - Expo Cntr	1,689,728.91
Interest Income	3,789.26
Total Revenues	<u>1,693,518.17</u>
 <u>Expenses</u>	
	0.00
Total Expenses	<u>0.00</u>
Net Income	<u>\$ 1,693,518.17</u>

Hotel/Motel Transient Room Tax Remittance 2017 - 1st Quarter

	Appleton	Grand Chute	Kaukauna	Kimberly	Little Chute	City Menasha	Vlg Fox Crossing	City Neenah	Twn Neenah	Sherwood	Total
Room Revenue for Quarter	\$ 2,927,629.92	\$ 5,788,331.76	\$ 88,530.00	\$ 915,283.43	\$ 397,068.13	\$ 1,837.70	\$ 1,349.95	\$ 846,622.38	\$ 270.00	\$ -	\$ 10,966,923.27
Room tax receipts for quarter	\$ 292,762.99	\$ 578,833.18	\$ 8,853.00	\$ 91,528.34	\$ 39,706.81	\$ 183.77	\$ 135.00	\$ 84,662.24	\$ 27.00	\$ -	\$ 1,096,692.33
CVB Allocation	\$ 87,828.90	\$ 173,649.95	\$ 2,655.90	\$ 27,458.50	\$ 11,912.04	\$ 55.13	\$ 40.50	\$ 25,398.67	\$ 8.10	\$ -	\$ 329,007.70
LESS amount retained by municipality	\$ 4,391.44	\$ 8,682.50	\$ 132.80	\$ 1,372.93	\$ 595.60	\$ 2.76	\$ 2.02	\$ 1,269.93	\$ 0.41	\$ -	\$ 16,450.38
Net CVB allocation	\$ 83,437.45	\$ 164,967.46	\$ 2,523.11	\$ 26,085.58	\$ 11,316.44	\$ 52.37	\$ 38.47	\$ 24,128.74	\$ 7.70	\$ -	\$ 312,557.31
Exhibition Center allocation	\$ 87,828.90	\$ 173,649.95	\$ 2,655.90	\$ 27,458.50	\$ 11,912.04	\$ 55.13	\$ 40.50	\$ 25,398.67	\$ 8.10	\$ -	\$ 329,007.70
Sports Facilities allocation	\$ 29,276.30	\$ 57,883.32	\$ 885.30	\$ 9,152.83	\$ 3,970.68	\$ 18.38	\$ 13.50	\$ 8,466.22	\$ 2.70	\$ -	\$ 109,669.23
Total remitted to CVB	\$ 200,542.65	\$ 396,500.73	\$ 6,064.31	\$ 62,696.91	\$ 27,199.17	\$ 125.88	\$ 92.47	\$ 57,993.63	\$ 18.50	\$ -	\$ 751,234.24
PAC allocation (remitted to Associated	\$ 58,552.60	\$ 115,766.64	\$ 1,770.60	\$ 18,305.67	\$ 7,941.36	\$ 36.75	\$ 27.00	\$ 16,932.45	\$ 5.40	\$ -	\$ 219,338.47
Municipality allocation to be retained by municipality	\$ 29,276.30	\$ 57,883.32	\$ 885.30	\$ 9,152.83	\$ 3,970.68	\$ 18.38	\$ 13.50	\$ 8,466.22	\$ 2.70	\$ -	\$ 109,669.23
Municipality portion of CVB allocation	\$ 4,391.44	\$ 8,682.50	\$ 132.80	\$ 1,372.93	\$ 595.60	\$ 2.76	\$ 2.02	\$ 1,269.93	\$ 0.41	\$ -	\$ 16,450.38
Total Amount retained by Municipality	\$ 33,667.74	\$ 66,565.82	\$ 1,018.10	\$ 10,525.76	\$ 4,566.28	\$ 21.13	\$ 15.52	\$ 9,736.16	\$ 3.11	\$ -	\$ 126,119.62

Net CVB allocation	\$ 312,557.31
Exhibition Center allocation	\$ 329,007.70
Sports Facilities allocation	\$ 109,669.23
PAC allocation (remitted to Associated	\$ 219,338.47
Total Amount retained by Municipality	<u>\$ 126,119.62</u>
Total	\$ 1,096,692.33

Hotel/Motel Transient Room Tax Remittance 2017 - 2nd Quarter

	Appleton	Grand Chute	Kaukauna	Kimberly	Little Chute	City Menasha	Vlg Fox Crossing	City Neenah	Tw Neenah	Sherwood	Total
Room Revenue for Quarter	\$ 3,435,408.90	\$ 7,800,995.62	\$ 119,254.00	\$ 1,237,171.06	\$ 435,647.89	\$ 9,505.00	\$ 3,837.94	\$ 1,044,729.96	\$ 270.00	\$ -	\$ 14,086,820.37
Room tax receipts for quarter	\$ 343,540.89	\$ 780,099.56	\$ 11,925.40	\$ 123,717.11	\$ 43,564.79	\$ 950.50	\$ 383.79	\$ 104,473.00	\$ 27.00	\$ -	\$ 1,408,682.04
CVB Allocation	\$ 103,062.27	\$ 234,029.87	\$ 3,577.62	\$ 37,115.13	\$ 13,069.44	\$ 285.15	\$ 115.14	\$ 31,341.90	\$ 8.10	\$ -	\$ 422,604.61
LESS amount retained by municipality	\$ 5,153.11	\$ 11,701.49	\$ 178.88	\$ 1,855.76	\$ 653.47	\$ 14.26	\$ 5.76	\$ 1,567.09	\$ 0.41	\$ -	\$ 21,130.23
Net CVB allocation	\$ 97,909.15	\$ 222,328.38	\$ 3,398.74	\$ 35,259.38	\$ 12,415.96	\$ 270.89	\$ 109.38	\$ 29,774.80	\$ 7.70	\$ -	\$ 401,474.39
Exhibition Center allocation	\$ 103,062.27	\$ 234,029.87	\$ 3,577.62	\$ 37,115.13	\$ 13,069.44	\$ 285.15	\$ 115.14	\$ 31,341.90	\$ 8.10	\$ -	\$ 422,604.61
Sports Facilities allocation	\$ 34,354.09	\$ 78,009.96	\$ 1,192.54	\$ 12,371.71	\$ 4,356.48	\$ 95.05	\$ 38.38	\$ 10,447.30	\$ 2.70	\$ -	\$ 140,868.20
Total remitted to CVB PAC allocation (remitted to Associated	\$ 235,325.51	\$ 534,368.20	\$ 8,168.90	\$ 84,746.22	\$ 29,841.88	\$ 651.09	\$ 262.90	\$ 71,564.00	\$ 18.50	\$ -	\$ 964,947.20
\$ 68,708.18	\$ 156,019.91	\$ 2,385.08	\$ 24,743.42	\$ 8,712.96	\$ 190.10	\$ 76.76	\$ 20,894.60	\$ 5.40	\$ -	\$ 281,736.41	
Municipality allocation to be retained by municipality	\$ 34,354.09	\$ 78,009.96	\$ 1,192.54	\$ 12,371.71	\$ 4,356.48	\$ 95.05	\$ 38.38	\$ 10,447.30	\$ 2.70	\$ -	\$ 140,868.20
allocation	\$ 5,153.11	\$ 11,701.49	\$ 178.88	\$ 1,855.76	\$ 653.47	\$ 14.26	\$ 5.76	\$ 1,567.09	\$ 0.41	\$ -	\$ 21,130.23
Municipality	\$ 39,507.20	\$ 89,711.45	\$ 1,371.42	\$ 14,227.47	\$ 5,009.95	\$ 109.31	\$ 44.14	\$ 12,014.39	\$ 3.11	\$ -	\$ 161,998.43

Net CVB allocation	\$ 401,474.39
Exhibition Center allocation	\$ 422,604.61
Sports Facilities allocation	\$ 140,868.20
Associated	\$ 281,736.41
Municipality	\$ 161,998.43
Total	\$ 1,408,682.04

(City of Appleton: includes \$3,422,391.80 2nd quarter/\$13,017.10 past due 1st quarter)

Hotel/Motel Transient Room Tax Remittance 2017 - 3rd Quarter

	Appleton	Grand Chute	Kaukauna	Kimberly	Little Chute	City Menasha	Vlg Fox Crossing	City Neenah	Twñ Neenah	Sherwood	Total
Room Revenue for Quarter	\$ 4,746,415.03	\$ 10,056,854.77	\$ -	\$ 1,533,716.99	\$ 538,400.07	\$ 18,109.57	\$ 4,204.06	\$ 1,115,314.84	\$ 540.00	\$ -	\$ 18,013,555.33
Room tax receipts for quarter	\$ 474,641.50	\$ 1,005,685.48	\$ -	\$ 153,371.70	\$ 53,840.01	\$ 1,810.96	\$ 420.41	\$ 111,531.48	\$ 54.00	\$ -	\$ 1,801,355.53
CVB Allocation	\$ 142,392.45	\$ 301,705.64	\$ -	\$ 46,011.51	\$ 16,152.00	\$ 543.29	\$ 126.12	\$ 33,459.45	\$ 16.20	\$ -	\$ 540,406.66
LESS amount retained by municipality	\$ 7,119.62	\$ 15,085.28	\$ -	\$ 2,300.58	\$ 807.60	\$ 27.16	\$ 6.31	\$ 1,672.97	\$ 0.81	\$ -	\$ 27,020.33
Net CVB allocation	\$ 135,272.83	\$ 286,620.36	\$ -	\$ 43,710.93	\$ 15,344.40	\$ 516.12	\$ 119.82	\$ 31,786.47	\$ 15.39	\$ -	\$ 513,386.33
Exhibition Center allocation	\$ 142,392.45	\$ 301,705.64	\$ -	\$ 46,011.51	\$ 16,152.00	\$ 543.29	\$ 126.12	\$ 33,459.45	\$ 16.20	\$ -	\$ 540,406.66
Sports Facilities allocation	\$ 47,464.15	\$ 100,568.55	\$ -	\$ 15,337.17	\$ 5,384.00	\$ 181.10	\$ 42.04	\$ 11,153.15	\$ 5.40	\$ -	\$ 180,135.55
Total remitted to CVB	\$ 325,129.43	\$ 688,894.55	\$ -	\$ 105,059.61	\$ 36,880.40	\$ 1,240.51	\$ 287.98	\$ 76,399.07	\$ 36.99	\$ -	\$ 1,233,928.54
PAC allocation (remitted to Associated	\$ 94,928.30	\$ 201,137.10	\$ -	\$ 30,674.34	\$ 10,768.00	\$ 362.19	\$ 84.08	\$ 22,306.30	\$ 10.80	\$ -	\$ 360,271.11
Municipality allocation to be retained by municipality	\$ 47,464.15	\$ 100,568.55	\$ -	\$ 15,337.17	\$ 5,384.00	\$ 181.10	\$ 42.04	\$ 11,153.15	\$ 5.40	\$ -	\$ 180,135.55
allocation	\$ 7,119.62	\$ 15,085.28	\$ -	\$ 2,300.58	\$ 807.60	\$ 27.16	\$ 6.31	\$ 1,672.97	\$ 0.81	\$ -	\$ 27,020.33
Municipality	\$ 54,583.77	\$ 115,653.83	\$ -	\$ 17,637.75	\$ 6,191.60	\$ 208.26	\$ 48.35	\$ 12,826.12	\$ 6.21	\$ -	\$ 207,155.89

Net CVB allocation	\$ 513,386.33
Exhibition Center allocation	\$ 540,406.66
Sports Facilities allocation	\$ 180,135.55
Associated	\$ 360,271.11
Municipality	\$ 207,155.89
Total	\$ 1,801,355.53

(City of Appleton: includes \$3,422,391.80 2nd quarter/\$13,017.10 past due 1st quarter)

Hotel/Motel Transient Room Tax Remittance 2017 - 4th Quarter

	Appleton	Grand Chute	Kaukauna	Kimberly	Little Chute	City Menasha	Vlg Fox Crossing	City Neenah	Tw Neenah	Sherwood	Total
Room Revenue for Quarter	\$ 4,076,889.86	\$ 6,706,824.56	\$ -	\$ 1,025,539.06	\$ 341,356.21	\$ 6,070.23	\$ 2,108.85	\$ 1,098,209.30	\$ -	\$ -	\$ 13,256,998.07
Room tax receipts for quarter	\$ 407,688.99	\$ 670,682.46	\$ -	\$ 102,553.91	\$ 34,135.62	\$ 607.02	\$ 210.89	\$ 109,820.93	\$ -	\$ -	\$ 1,325,699.81
CVB Allocation	\$ 122,306.70	\$ 201,204.74	\$ -	\$ 30,766.17	\$ 10,240.69	\$ 182.11	\$ 63.27	\$ 32,946.28	\$ -	\$ -	\$ 397,709.94
LESS amount retained by municipality	\$ 6,115.33	\$ 10,060.24	\$ -	\$ 1,538.31	\$ 512.03	\$ 9.11	\$ 3.16	\$ 1,647.31	\$ -	\$ -	\$ 19,885.50
Net CVB allocation	\$ 116,191.36	\$ 191,144.50	\$ -	\$ 29,227.86	\$ 9,728.65	\$ 173.00	\$ 60.10	\$ 31,298.97	\$ -	\$ -	\$ 377,824.44
Exhibition Center allocation	\$ 122,306.70	\$ 201,204.74	\$ -	\$ 30,766.17	\$ 10,240.69	\$ 182.11	\$ 63.27	\$ 32,946.28	\$ -	\$ -	\$ 397,709.94
Sports Facilities allocation	\$ 40,768.90	\$ 67,068.25	\$ -	\$ 10,255.39	\$ 3,413.56	\$ 60.70	\$ 21.09	\$ 10,982.09	\$ -	\$ -	\$ 132,569.98
Total remitted to CVB PAC allocation (remitted to Associated	\$ 279,266.96	\$ 459,417.48	\$ -	\$ 70,249.43	\$ 23,382.90	\$ 415.81	\$ 144.46	\$ 75,227.34	\$ -	\$ -	\$ 908,104.37
Municipality allocation to be retained by municipality allocation	\$ 40,768.90	\$ 67,068.25	\$ -	\$ 10,255.39	\$ 3,413.56	\$ 60.70	\$ 21.09	\$ 10,982.09	\$ -	\$ -	\$ 132,569.98
	\$ 6,115.33	\$ 10,060.24	\$ -	\$ 1,538.31	\$ 512.03	\$ 9.11	\$ 3.16	\$ 1,647.31	\$ -	\$ -	\$ 19,885.50
Municipality	\$ 46,884.23	\$ 77,128.48	\$ -	\$ 11,793.70	\$ 3,925.60	\$ 69.81	\$ 24.25	\$ 12,629.41	\$ -	\$ -	\$ 152,455.48

Net CVB allocation	\$ 377,824.44
Exhibition Center allocation	\$ 397,709.94
Sports Facilities allocation	\$ 132,569.98
Associated	\$ 265,139.96
Municipality	\$ 152,455.48
Total	\$ 1,325,699.81

(City of Appleton: includes \$3,422,391.80 2nd quarter/\$13,017.10 past due 1st quarter)

2017 Municipal Room Tax Collections Summary by Quarter

2017	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Net CVB allocation	\$ 312,557.31	\$ 401,474.39	\$ 513,386.33	\$ 377,824.44	\$ 1,605,242.47
Exhibition Center allocation	\$ 329,007.70	\$ 422,604.61	\$ 540,406.66	\$ 397,709.94	\$ 1,689,728.91
Sports Facilities allocation	\$ 109,669.23	\$ 140,868.20	\$ 180,135.55	\$ 132,569.98	\$ 563,242.97
PAC allocation (remitted to Associated)	\$ 219,338.47	\$ 281,736.41	\$ 360,271.11	\$ 265,139.96	\$ 1,126,485.94
Total Amount retained by Municipality	\$ 126,119.62	\$ 161,998.43	\$ 207,155.89	\$ 152,455.48	\$ 647,729.42
Total	\$ 1,096,692.33	\$ 1,408,682.04	\$ 1,801,355.53	\$ 1,325,699.81	\$ 5,632,429.71

Member Contributions

	2016 per			
	#members	date paid	member fee	total
Appleton	3	10.24.16	\$ 300.00	\$ 900.00
Grand Chute	3	11.04.16	\$ 300.00	\$ 900.00
Kaukauna	1	02.28.17	\$ 300.00	\$ 300.00
Kimberly	2	10.17.16	\$ 300.00	\$ 600.00
Little Chute	1	10.25.16	\$ 300.00	\$ 300.00
City Menasha	1	10.24.16	\$ 300.00	\$ 300.00
Vlg Fox Crossing	1	10.31.16	\$ 300.00	\$ 300.00
City of Neenah	2	12.19.16	\$ 300.00	\$ 600.00
Town Neenah	1	11.02.16	\$ 300.00	\$ 300.00
Vlg Sherwood	1	10.31.16	\$ 300.00	\$ 300.00
				\$ 4,800.00

	2017 per			
	#members	date paid	member fee	total
Appleton	3	2.28.17	\$ 300.00	\$ 900.00
Grand Chute	3	3.06.17	\$ 300.00	\$ 900.00
Kaukauna	1	2.28.17	\$ 300.00	\$ 300.00
Kimberly	2	2.20.17	\$ 300.00	\$ 600.00
Little Chute	1	7.6.17	\$ 300.00	\$ 300.00
City Menasha	1	6.7.17	\$ 300.00	\$ 300.00
Vlg Fox Crossing	1	2.13.17	\$ 300.00	\$ 300.00
City of Neenah	2	6.7.17	\$ 300.00	\$ 600.00
Town Neenah	1	1.10.17	\$ 300.00	\$ 300.00
Vlg Sherwood	1	2.28.17	\$ 300.00	\$ 300.00
				\$ 4,800.00

\$ 9,600.00

Herrling Clark Law	3.24.17			(2,079.00)
Invoice 33801-01M				\$ 7,521.00

BLC Bank check payment transfer				-7520
Balance Acct 1192928 at 12.21.17				\$ 1.00

Herrling Clark Law	12.21.17			\$ 9,137.50
Invoice 44611-00M				\$ (7,520.00)
				\$ 1,617.50 Balance due

Room Tax Collections History

	1st Quarter 2016	2nd Quarter 2016	3rd Quarter 2016	4th Quarter 2016	Total 2016	1st Quarter 2017	2nd Quarter 2017	3rd Quarter 2017	4th Quarter 2017	Total 2017	Total 2016-2017 Collections
Net CVB allocation	\$ 326,922.01	\$ 393,617.24	\$ 520,032.13	\$ 407,835.22	\$ 1,648,406.60	\$ 312,557.31	\$ 401,474.39	\$ 513,386.33	\$ 377,824.44	\$ 1,605,242.47	\$ 3,253,649.07
Exhibition Center allocation	\$ 344,128.43	\$ 414,333.94	\$ 547,402.25	\$ 429,300.23	\$ 1,735,164.85	\$ 329,007.70	\$ 422,604.61	\$ 540,406.66	\$ 397,709.94	\$ 1,689,728.91	\$ 3,424,893.76
Sports Facilities allocation	\$ 114,709.49	\$ 138,111.31	\$ 182,467.42	\$ 143,100.08	\$ 578,388.30	\$ 109,669.23	\$ 140,868.20	\$ 180,135.55	\$ 132,569.98	\$ 563,242.96	\$ 1,141,631.26
PAC allocation (remitted to Associated)	\$ 229,418.95	\$ 276,222.62	\$ 364,934.83	\$ 286,200.15	\$ 1,156,776.55	\$ 219,338.47	\$ 281,736.41	\$ 360,271.11	\$ 265,139.96	\$ 1,126,485.95	\$ 2,283,262.50
Total Amount retained by Municipality	\$ 131,915.90	\$ 158,828.01	\$ 209,837.53	\$ 164,565.09	\$ 665,146.53	\$ 126,119.62	\$ 161,998.43	\$ 207,155.89	\$ 152,455.48	\$ 647,729.42	\$ 1,312,875.95
Total	\$ 1,147,094.78	\$ 1,381,113.12	\$ 1,824,674.16	\$ 1,431,000.77	\$ 5,783,882.83	\$ 1,096,692.33	\$ 1,408,682.04	\$ 1,801,355.54	\$ 1,325,699.80	\$ 5,632,429.71	\$ 11,416,312.54

Section 10.01 It will be each member municipality's responsibility to collect room taxes in accordance with established state and local laws. As stated in the Inter-Governmental Agreement, member municipalities must pay to the designated entity all room taxes collected.

Section 10.02 The Commission shall monitor the collection of room taxes from each of the Municipalities.

Section 10.03 Each of the Municipalities in the Fox Cities Tourism Zone shall levy the same percentage of room tax in accordance with Section 66.0615(1m)(b)(2); and, if the Municipalities cannot agree on the percentage of room tax to be imposed in the Fox Cities Tourism Zone, the percentage of room tax shall be set by the Commission, as prescribed in Section 5.07 and 5.08 of these Bylaws.

Section 10.04 In the event there are delinquencies in the amount of room tax revenue collected by a member municipality, or in the event there are inaccuracies in a member municipality's reporting of room tax revenue, the Commission shall report the same to the municipality that is due the tax in accordance with Section 66.0615(1m)(c)(5).

Section 10.05 Member municipalities must use all reasonable and lawful measures to collect room taxes and do so within a reasonable amount of time. Reasonable and lawful measures and reasonable amounts of time may include but are not limited to the following:

- (a) Phone calls and letters for Establishments less than thirty (30) days late.
- (b) Phone calls and letters related to rescinding the license for Establishments between thirty (30) and sixty (60) days late.
- (c) Rescinding license for Establishments between sixty (60) and ninety (90) days late.
- (d) Legal action to collect room taxes for Establishments between ninety (90) and one hundred twenty (120) days late

Section 10.06 As determined by the Commission, municipalities not paying collected room taxes to the designated entity or municipalities not using all reasonable and lawful measures to collect room taxes or not doing so in a reasonable amount of time, taking into account the circumstances of each instance, will be fined one-half percent (0.5%) of the room tax owed (once determined) but in any case not less than twenty five dollars (\$25) per calendar day the room tax owed is late. This fine will be invoiced monthly to the member municipality with late room tax collections and will include a one and one-half percent (1.5%) monthly interest charge on late invoice payments. In the event the actual amount of money owed is unknown or in dispute, an estimated amount will be invoiced and a settlement of differences will occur after actual amounts are determined. Revenue from fines will become part of the Commission's Discretionary Funds. The Commission may use all reasonable and lawful means to collect amounts owed.

Section 10.07 Costs incurred for all collection efforts made by or on behalf of the Commission, against a member municipality, will be reimbursed to the Commission by the member municipality against which collection efforts were taken within forty five (45) days of billing date by the Commission.

**BOARD OF COMMISSIONERS
OF THE
FOX CITIES AREA ROOM TAX COMMISSION**

March 19, 2018

Resolution No. _____

**Resolution Authorizing the Execution and Delivery of Documents
relating to the Fox Cities Exhibition Center Project**

WHEREAS, the Fox Cities area Room Tax Commission, Wisconsin (the “**Commission**”), certain municipalities in the Fox Cities area (the “**Municipalities**”), the Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”), and the Fox Cities Performing Arts Center, Inc. (the “**PAC**”) have entered into an Exhibition Center Cooperation Agreement, dated as of November 24, 2015 (the “**Original Cooperation Agreement**”), pursuant to which the Municipalities, the Authority, and the Commission agreed, among other things, to enact resolutions, ordinances, and all other municipal acts necessary to effect a 3% room tax (the “**Exhibition Center Room Tax**”), in addition to the room taxes then being collected, to be pledged to pay debt service on bonds to be issued by the Authority (the “**Bonds**”) to finance the construction and equipping of the Fox Cities Exhibition Center (the “**Exhibition Center**”) and related payments or deposits such as costs of issuance, a debt service reserve fund, a stabilization fund, and any capitalized interest; and

WHEREAS, the Municipalities adopted ordinances that levied a 10% room tax (the “**Room Tax**”), which included the Exhibition Center Room Tax, restated other existing room tax percentage allocations, including the 2% PAC Room Tax (the “**PAC Room Tax**”) pledged to pay debt service on bonds issued by the Authority to finance or refinance the Fox Cities Performing Arts Center (the “**PAC Bonds**”), and set forth the priority of application of payments of the Room Tax; and

WHEREAS, in connection with the execution of the Original Cooperation Agreement, (i) the Municipalities and the Commission also entered into an Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015 (the “**Commission and Zone Agreement**”), to restate a prior agreement, to confirm the establishment of the Fox Cities Tourism Zone, to confirm the establishment of the Commission and its powers, duties, and membership, to appoint the Fox Cities Convention & Visitors Bureau (the “**CVB**”) as a tourism entity to provide the administrative support for collecting and allocating a portion of the Room Tax, and to confirm the Municipalities’ agreements set forth in the Original Cooperation Agreement with respect to the Exhibition Center and the Room Tax, and (ii) the Commission and the CVB entered into a Tourism Entity Agreement, dated December 31, 2015, by and between the Commission and the CVB (the “**Tourism Entity Agreement**”), whereby the CVB agreed to provide the Commission with staff, support services, and assistance in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors and for the administration of a portion of the Room Tax; and

WHEREAS, the Original Cooperation Agreement and the Tourism Entity Agreement contemplate that when the Bonds are issued to finance the Exhibition Center, a Pledge and Security Agreement will be entered into by and among the Municipalities, the Commission, and a trustee (the “**Pledge and Security Agreement**”) to provide for the pledge of the Exhibition Center Room Tax for the payment of the Bonds; and

WHEREAS, pursuant to the Pledge and Security Agreement, the Exhibition Center Room Tax will be required to be paid to the trustee for the Bonds (the “**Trustee**”); and

WHEREAS, subsequent to the execution of the Original Cooperation Agreement, the Commission and Zone Agreement, and the Tourism Entity Agreement, certain facts and assumptions contemplated in said agreements have changed, including that

- (i) the Bonds have not yet been issued,
- (ii) the Pledge and Security Agreement has not been entered into,
- (iii) the PAC Bonds were paid in full on March 1, 2018, at which time the PAC Cooperation Agreement (defined in the Original Cooperation Agreement) terminated and the PAC Room Tax has been reallocated,
- (iv) a municipality that is party to the Original Cooperation Agreement has been incorporated as a village, and
- (v) the City of Appleton, Wisconsin (“**Appleton**”) has constructed the Exhibition Center with its own funds; and

WHEREAS, it is necessary and desirable to amend and restate the Original Cooperation Agreement, to amend the Commission and Zone Agreement to reflect current facts and assumptions, and to enter into the Pledge and Security Agreement as contemplated under the above agreements; and

WHEREAS, there have been presented to the Commission substantially final drafts of an Amended and Restated Cooperation Agreement, a First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, and a Pledge and Security Agreement (collectively, the “**Exhibition Center Documents**”); and

WHEREAS, since January 1, 2016, the Municipalities have been forwarding the Exhibition Center Room Tax to the CVB on behalf of the Commission;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners (the “**Governing Body**”) of the Commission as follows:

Section 1. Approval of Exhibition Center Documents.

The terms and provisions of the Amended and Restated Cooperation Agreement, the First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, and the Pledge and Security Agreement are hereby approved. The Chairperson and

Secretary are hereby authorized for and in the name of the Commission to execute and deliver the Exhibition Center Documents in substantially the forms thereof presented herewith, with such insertions therein or corrections or changes thereto as shall be approved by such officers consistent with this resolution, their execution thereof to constitute conclusive evidence of their approval of any such insertions, corrections, or changes.

Section 2. Disposition of Remaining PAC Room Tax; Exhibition Center Room Tax to Trustee.

The officers of the Commission are hereby directed (i) to allocate any remaining PAC Room Tax revenues and other amounts held by the trustee for the PAC Bonds in the funds and accounts of the PAC Bonds as described in the Amended and Restated Cooperation Agreement, (ii) to cause the Exhibition Center Room Tax collected by the CVB on behalf of the Commission to be transferred and applied as described in the Amended and Restated Cooperation Agreement, and (iii) to cause the CVB to forward any Exhibition Center Room Tax it may receive after the closing date of the Bonds to the Trustee.

Section 3. General Authorizations.

The officers of the Commission are hereby each authorized to execute, publish, file, and record such other documents, instruments, notices, and records and to take such other actions, including entering into additional agreements and amending existing agreements, as shall be necessary or desirable to accomplish the purposes of this resolution and to comply with the obligations of the Commission under the Exhibition Center Documents, as each may be amended and restated, and to facilitate the issuance of the Bonds.

Section 4. Effective Date.

This resolution shall be effective immediately upon its passage. To the extent that any prior resolutions of the Governing Body are inconsistent with the provisions hereof, this resolution shall control, and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this resolution.

Adopted: March 19, 2018

Chairperson

Secretary

CERTIFICATIONS BY SECRETARY

I, _____, hereby certify that I am the duly qualified and acting Secretary of the Fox Cities Area Room Tax Commission, Wisconsin (the “**Commission**”), and as such I have in my possession, or have access to, the complete corporate records of said Commission and of its Commissioners (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**Resolution Authorizing the Execution and Delivery of Documents
relating to the Fox Cities Exhibition Center Project**

I do hereby further certify as follows:

1. **Meeting Date.** On March 19, 2018, a meeting of the Governing Body was held commencing at _____ p.m.
2. **Posting.** On March ____, 2018 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the Commission’s offices in Grand Chute, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On March ____, 2018 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Commission.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Chairperson “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay, and _____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Commission, if any, hereto on March ____, 2018.

Secretary

[SEAL]

**BOARD OF COMMISSIONERS
OF THE
FOX CITIES AREA ROOM TAX COMMISSION**

March 19, 2018

Resolution No. _____

**Resolution Authorizing the Execution and Delivery of Documents
relating to the Fox Cities Exhibition Center Project**

WHEREAS, the Fox Cities area Room Tax Commission, Wisconsin (the “**Commission**”), certain municipalities in the Fox Cities area (the “**Municipalities**”), the Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”), and the Fox Cities Performing Arts Center, Inc. (the “**PAC**”) have entered into an Exhibition Center Cooperation Agreement, dated as of November 24, 2015 (the “**Original Cooperation Agreement**”), pursuant to which the Municipalities, the Authority, and the Commission agreed, among other things, to enact resolutions, ordinances, and all other municipal acts necessary to effect a 3% room tax (the “**Exhibition Center Room Tax**”), in addition to the room taxes then being collected, to be pledged to pay debt service on bonds to be issued by the Authority (the “**Bonds**”) to finance the construction and equipping of the Fox Cities Exhibition Center (the “**Exhibition Center**”) and related payments or deposits such as costs of issuance, a debt service reserve fund, a stabilization fund, and any capitalized interest; and

WHEREAS, the Municipalities adopted ordinances that levied a 10% room tax (the “**Room Tax**”), which included the Exhibition Center Room Tax, restated other existing room tax percentage allocations, including the 2% PAC Room Tax (the “**PAC Room Tax**”) pledged to pay debt service on bonds issued by the Authority to finance or refinance the Fox Cities Performing Arts Center (the “**PAC Bonds**”), and set forth the priority of application of payments of the Room Tax; and

WHEREAS, in connection with the execution of the Original Cooperation Agreement, (i) the Municipalities and the Commission also entered into an Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015 (the “**Commission and Zone Agreement**”), to restate a prior agreement, to confirm the establishment of the Fox Cities Tourism Zone, to confirm the establishment of the Commission and its powers, duties, and membership, to appoint the Fox Cities Convention & Visitors Bureau (the “**CVB**”) as a tourism entity to provide the administrative support for collecting and allocating a portion of the Room Tax, and to confirm the Municipalities’ agreements set forth in the Original Cooperation Agreement with respect to the Exhibition Center and the Room Tax, and (ii) the Commission and the CVB entered into a Tourism Entity Agreement, dated December 31, 2015, by and between the Commission and the CVB (the “**Tourism Entity Agreement**”), whereby the CVB agreed to provide the Commission with staff, support services, and assistance in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors and for the administration of a portion of the Room Tax; and

WHEREAS, the Original Cooperation Agreement and the Tourism Entity Agreement contemplate that when the Bonds are issued to finance the Exhibition Center, a Pledge and Security Agreement will be entered into by and among the Municipalities, the Commission, and a trustee (the “**Pledge and Security Agreement**”) to provide for the pledge of the Exhibition Center Room Tax for the payment of the Bonds; and

WHEREAS, pursuant to the Pledge and Security Agreement, the Exhibition Center Room Tax will be required to be paid to the trustee for the Bonds (the “**Trustee**”); and

WHEREAS, subsequent to the execution of the Original Cooperation Agreement, the Commission and Zone Agreement, and the Tourism Entity Agreement, certain facts and assumptions contemplated in said agreements have changed, including that

- (i) the Bonds have not yet been issued,
- (ii) the Pledge and Security Agreement has not been entered into,
- (iii) the PAC Bonds were paid in full on March 1, 2018, at which time the PAC Cooperation Agreement (defined in the Original Cooperation Agreement) terminated and the PAC Room Tax has been reallocated,
- (iv) a municipality that is party to the Original Cooperation Agreement has been incorporated as a village, and
- (v) the City of Appleton, Wisconsin (“**Appleton**”) has constructed the Exhibition Center with its own funds; and

WHEREAS, it is necessary and desirable to amend and restate the Original Cooperation Agreement ~~and the Tourism Entity Agreement, and to~~ to amend the Commission and Zone Agreement to reflect current facts and assumptions, and to enter into the Pledge and Security Agreement as contemplated under the above agreements; and

WHEREAS, there have been presented to the Commission substantially final drafts of an Amended and Restated Cooperation Agreement, a First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, ~~an Amended and Restated Tourism Entity Agreement,~~ and a Pledge and Security Agreement (collectively, the “**Exhibition Center Documents**”); and

WHEREAS, since January 1, 2016, the Municipalities have been forwarding the Exhibition Center Room Tax to the CVB on behalf of the Commission;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners (the “**Governing Body**”) of the Commission as follows:

Section 1. Approval of Exhibition Center Documents.

The terms and provisions of the Amended and Restated Cooperation Agreement, the First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone

Agreement, ~~the Amended and Restated Tourism Entity Agreement~~, and the Pledge and Security Agreement are hereby approved. The Chairperson and Secretary are hereby authorized for and in the name of the Commission to execute and deliver the Exhibition Center Documents in substantially the forms thereof presented herewith, with such insertions therein or corrections or changes thereto as shall be approved by such officers consistent with this resolution, their execution thereof to constitute conclusive evidence of their approval of any such insertions, corrections, or changes.

Section 2. Disposition of Remaining PAC Room Tax; Exhibition Center Room Tax to Trustee.

The officers of the Commission are hereby directed (i) to allocate any remaining PAC Room Tax revenues and other amounts held by the trustee for the PAC Bonds in the funds and accounts of the PAC Bonds as described in the Amended and Restated Cooperation Agreement, (ii) to cause the Exhibition Center Room Tax collected by the CVB on behalf of the Commission to be transferred and applied as described in the Amended and Restated Cooperation Agreement, and (iii) to cause the CVB to forward any Exhibition Center Room Tax it may receive after the closing date of the Bonds to the Trustee.

Section 3. General Authorizations.

The officers of the Commission are hereby each authorized to execute, publish, file, and record such other documents, instruments, notices, and records and to take such other actions, including entering into additional agreements and amending existing agreements, as shall be necessary or desirable to accomplish the purposes of this resolution and to comply with the obligations of the Commission under the Exhibition Center Documents, as each may be amended and restated, and to facilitate the issuance of the Bonds.

Section 4. Effective Date.

This resolution shall be effective immediately upon its passage. To the extent that any prior resolutions of the Governing Body are inconsistent with the provisions hereof, this resolution shall control, and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this resolution.

Adopted: March 19, 2018

Chairperson

Secretary

CERTIFICATIONS BY SECRETARY

I, _____, hereby certify that I am the duly qualified and acting Secretary of the Fox Cities Area Room Tax Commission, Wisconsin (the “**Commission**”), and as such I have in my possession, or have access to, the complete corporate records of said Commission and of its Commissioners (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

Resolution Authorizing the Execution and Delivery of Documents relating to the Fox Cities Exhibition Center Project

I do hereby further certify as follows:

1. **Meeting Date.** On March 19, 2018, a meeting of the Governing Body was held commencing at _____ p.m.
2. **Posting.** On March ____, 2018 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the Commission’s offices in Grand Chute, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On March ____, 2018 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Commission.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Chairperson “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay, and _____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Commission, if any, hereto on March ____, 2018.

Secretary

[SEAL]

Summary report: Litéra® Change-Pro TDC 10.1.0.300 Document comparison done on 3/14/2018 4:58:51 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Appleton RDA 2018 Exhibition Center – Room Tax Commission Authorizing Resolution.docx	
Modified filename: Appleton RDA 2018 Exhibition Center – Room Tax Commission Authorizing Resolution(1).docx	
Changes:	
Add	6
Delete	8
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	14

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

Dated as of [May 1], 2018

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

by and among

THE MUNICIPALITIES NAMED HEREIN

the

REDEVELOPMENT AUTHORITY OF THE
CITY OF APPLETON, WISCONSIN

and the

FOX CITIES AREA ROOM TAX COMMISSION

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

“Exhibition Center Room Tax” means the 3% Room Tax levied by each Municipality pursuant to the Room Tax Act and the Commission Agreement for purposes of paying, directly or indirectly, debt service on the Bonds and related purposes.

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

“Governing Body Authorizations” means (i) the Ordinances, (ii) the resolutions titled “Resolution Authorizing the Execution and Delivery of Documents relating to the Fox Cities Exhibition Center Project” adopted by the Governing Bodies of: (a) Appleton on March 7, 2018, (b) Grand Chute on _____, 2018 (c) Kaukauna on _____, 2018, (d) Kimberly on _____, 2018, (e) Little Chute on _____, 2018, (f) City of Menasha on _____, 2018, (g) Town of Menasha on _____, 2018, (h) City of Neenah on _____, 2018, (i) Town of Neenah on _____, 2018, and (j) Sherwood on February 26, 2018, (iii) the resolution of the Room Tax Commission adopted on [March 19], 2018 relating to the Exhibition Center, (iv) an additional resolution of Appleton on [March 21], 2018, and (v) the resolutions of the ARA adopted on February 16, 2018 and on [April 11], 2018, each relating to the Exhibition Center.

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

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

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

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

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

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

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

“Pledge and Security Agreement” means the Pledge and Security Agreement, dated as of [May 1], 2018, by and among the Municipalities, the Room Tax Commission, and the Trustee, incorporating the pledge of Exhibition Center Room Taxes to the payment, directly or indirectly, of the costs of construction of the Exhibition Center and debt service on the Bonds and/or such other reasonable and customary payments or deposits related to the Bonds as may be provided in the Indenture, such as, but not limited to, costs of issuance and administration, Credit Enhancement, debt service reserve and room tax stabilization funds, and capitalized interest, if any, as amended from time to time pursuant to the terms thereof.

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

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

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

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

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

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

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

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

ARTICLE II

FACTS AND RECITALS

Section 2.01 Governing Body Authorizations.

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

Section 2.02 Tourism Zone Objectives.

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

Section 2.03 Importance of Exhibition Center.

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

- (a) that (i) each Municipality is located in a county or counties with a population of less than 380,000; (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000; and (iii) the Municipalities have worked cooperatively together to construct and finance the Exhibition Center, as contemplated by subsection (1m)(am)(3) of the Room Tax Act; and
- (b) that the control, disposition, and use of the Exhibition Center is crucial to the achievement of a sound and coordinated development of the Tourism Zone and for the promotion and development of tourism activities within the Tourism Zone.

Section 2.04 Construction of Exhibition Center.

Since the date of the Original Agreement, the Exhibition Center project has been undertaken and completed by Appleton on behalf of the Municipalities, the Room Tax Commission, and the ARA. Appleton has acquired the Exhibition Center Property within the

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

Section 2.05 Levy and Importance of Room Tax Revenues.

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

Section 2.06 Contract with CVB.

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

Section 2.07 Management Agreement.

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

Section 2.08 Termination of PAC Cooperation Agreement; Application of Remaining Funds.

The Cooperation Agreement dated June 1, 2000 (the “**PAC Cooperation Agreement**”), in which the Municipalities (excluding the City of Menasha and Sherwood, but including Fox Crossing, into which the Town of Menasha was incorporated, and Little Chute, which was added as a party after the initial execution) agreed to impose a Room Tax at the rate of two percent (2%) (the “**PAC Room Tax**”) and pledged certain revenues thereof to the payment of bonds (the “**PAC Bonds**”) which were issued to pay the costs associated with the construction of the Fox Cities Performing Arts Center has been terminated, and the PAC Bonds have been paid in full. The continued imposition and collection of the PAC Room Tax was authorized by the Ordinances. The Municipalities, the ARA, and the Room Tax Commission agree that all PAC Room Taxes not applied to the payment of the PAC Bonds, and all other amounts held by the trustee for the PAC Bonds, shall be applied as follows:

(a) the amount set forth in Section 3.03(c) shall be applied as described in Section 3.03, and

(b) all other funds shall be forwarded to the CVB for deposit in the [Room Tax Clearing Account] established pursuant to the Tourism Entity Agreement to be applied for tourism promotion and development. Notwithstanding the language in the indenture for the PAC Bonds, the ARA acknowledges that it will not receive any other

funds remaining in the funds and accounts with respect to the PAC Bonds and it shall direct the trustee for the PAC Bonds to apply the funds as described above.

ARTICLE III

FINANCING OF THE EXHIBITION CENTER PROJECT

Section 3.01 Contribution of Exhibition Center Property to ARA.

Acting pursuant to Sections 6(f) and 13 of the Redevelopment Act, to provide general support and assistance to the ARA in carrying out redevelopment as provided in the Redevelopment Act, Appleton shall contribute to the ARA, all Appleton's right, title, and interest in and to the Exhibition Center and the Exhibition Center Property. Appleton shall execute and deliver to the ARA such deeds, bills of sale, and other instruments as the ARA may reasonably request to evidence and perfect such contribution from Appleton.

Section 3.02 Acceptance of Appleton Contribution.

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

Section 3.03 Total Costs of Construction; Reimbursement to Appleton.

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

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

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

Section 3.04 Issuance of Bonds.

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

(b) The ARA may, from time to time, issue and sell Additional Bonds upon terms acceptable to Appleton. Appleton's acceptance shall be conclusively evidenced by its execution of an amendment to the Lease with respect to Additional Bonds pursuant to the terms thereof.

(c) The Bonds will be limited obligations of the ARA and shall not constitute a debt or obligation of the ARA, Appleton, or the other Municipalities and shall not be a charge against the general credit or taxing powers of the ARA or any Municipality except for and limited to the Exhibition Center Room Tax revenues pursuant to the Pledge and Security Agreement. Each series of Additional Bonds shall be payable by the ARA solely from revenues derived by the ARA from the Lease, the Pledge and Security Agreement, amounts recovered by recourse to any Mortgage or any Credit Enhancement pursuant to Sections 3.07 or 3.08, and cash and securities held from time to time in certain trust funds held by the Trustee under the Indenture and the investment earnings thereon.

Section 3.05 Lease of Exhibition Center Property.

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

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

To the extent that Appleton is required to fund such payments under the Lease, or in the event Appleton is required to pay the Trustee's fees and expenses or any arbitrage rebate amounts with respect to Additional Bonds or to replenish the Debt Service Reserve Fund held under the Indenture, such payments shall be considered a loan or advance to the Room Tax Commission to be reimbursed from future Exhibition Center Room Taxes, together with interest at a rate equal to the rate of interest established by the Local Government Investment Pool of the State of Wisconsin on the date of such loan or advance; such reimbursement to occur as soon as reasonably practicable and to the extent that the Exhibition Center Room Taxes have been collected in excess of that amount required for payment of principal, interest and premium, if any, on the Bonds, the payment of the Trustee's fees and expenses or any arbitrage rebate amounts with respect to Additional Bonds, and the replenishment of the Debt Service Reserve Fund.

Section 3.06 Municipalities to Pledge the Exhibition Center Room Tax.

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

Section 3.07 Mortgage of the Exhibition Center Property.

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

Section 3.08 Credit Enhancement.

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

ARTICLE IV

OPERATION OF THE CONVENTION CENTER

Section 4.01 Appleton to Provide Administrative Support to ARA.

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

Section 4.02 Advisory Committee.

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

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

Section 4.03 Municipalities to Plan to Promote Private Development.

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

Section 4.04 Municipalities to Participate in the Room Tax Commission.

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

Section 4.05 Nondiscrimination.

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

ARTICLE V

MISCELLANEOUS

Section 5.01 Amendment and Restatement of Original Agreement.

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

Section 5.02 Additional Municipalities.

Any Additional Municipality that becomes an additional member of the Room Tax Commission pursuant to the Commission Agreement shall, as a condition of such membership under said agreement, become an additional party to this Agreement. Each Additional Municipality shall be bound to the terms, conditions, and obligations of the Municipalities under this Agreement by execution and delivery to the Room Tax Commission of a joinder agreement in substantially the form attached hereto as Exhibit C. A copy of the executed joinder agreement shall be delivered by the Room Tax Commission to the other then-current parties to this Agreement. Acceptance by the Room Tax Commission of such joinder agreement shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

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

Section 5.03 Assignment of Rights Under this Agreement.

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

Section 5.04 No Personal Liability.

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

Section 5.05 Parties and Interests.

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

Section 5.06 Notices.

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

Section 5.07 Amendment.

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

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

This Agreement and the terms and obligations hereunder shall terminate upon payment in full of all outstanding Bonds, and discharge of the Indenture, and upon any reimbursement to (i) Appleton, in accordance with the Lease or (ii) any Bond Guarantor for any debt service payments made and other amounts due to such Bond Guarantor pursuant to Section 3.08 hereof. Pursuant to the Ordinances, the Exhibition Center Room Tax shall sunset upon payment in full of all outstanding Bonds and thereafter the Room Tax shall be reduced by 3%, with such reduction being deemed to be the share of the Room Tax allocated to the Exhibition Center Room Tax. At the time all outstanding Bonds are fully satisfied, any excess Exhibition Center Room Tax collected but not needed for the payment of the Bonds or any reimbursement due to Appleton or a Bond Guarantor shall be reallocated to the [Room Tax Clearing Account] held by the CVB accordance with the Tourism Entity Agreement for use of tourism promotion and tourism development in the Fox Cities Tourism Zone. Notwithstanding the forgoing, Operators shall continue to collect Exhibition Center Room Tax until the respective Municipality has given notice of the termination of the Exhibition Center Room Tax.

Section 5.09 Governing Law

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

Section 5.10 Captions.

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

Section 5.11 Counterparts.

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

Section 5.12 Severability.

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

[Signature Pages Follow]

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

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: tony.saucerman@appleton.org

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

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: clerk-treasurer@kaukauna.org

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

CITY OF NEENAH, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: measker@ci.neenah.wi.us

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

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: dblock@vokimberly.org

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

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jfenlon@littlechutewi.org

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

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: jim.march@grandchute.net

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

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: ellen@townofneenah.com

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

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jsturgell@foxcrossingwi.gov

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

CITY OF MENASHA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Menasha
Attention: Administrative Services Director
100 Main Street, Suite 200
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

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

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: administrator.sherwood@newbc.rr.com

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

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

By: _____
Its: Executive Director

ADDRESS:

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

Email: karen.harkness@appleton.org

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

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

ADDRESS:

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

Email: bruce.sherman@grandchute.net

**ACKNOWLEDGEMENT OF
AMENDED AND RESTATED COOPERATION AGREEMENT**

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

FOX CITIES PERFORMING ARTS CENTER, INC.

By _____
Title: _____

[Acknowledgement of Amended and Restated Cooperation Agreement]

EXHIBIT A

Exhibition Center Project

The Fox Cities Exhibition Center (“FCEC”) is an approximately 30,000 square foot facility with an iconic spire and glass façade overlooking Jones Park located at 355 West Lawrence Street, Appleton, Wisconsin, includes exhibition, trade show, and meeting space with state of the art technical capabilities. The exhibition space can be divided into three 10,000 square foot sections and features a pre-function space and dedicated meeting space. The FCEC also has 17,000 square feet of outdoor exhibition space that can be rented. The FCEC is connected to the Radisson Paper Valley Hotel, which offers an additional 40,000 square feet of meeting, banquet and break-out space and 390 sleeping rooms.

Costs Paid by the City of Appleton

Design Costs	\$ 1,823,078
Site Development	338,273
Construction Costs	28,985,083
Debt Issuance Costs - Private - Phase III only	33,055
Accrued Lost Interest Costs	<u>285,130</u>
Total Project Costs	\$31,464,619
Less: Prior Reimbursements Received by City	<u>(1,153,566)</u>
Reimbursement Amount to City of Appleton	\$30,311,053

EXHIBIT B

Exhibition Center Property Description

[Legal Description Attached]

Legal Description

Parcel No. 312011600

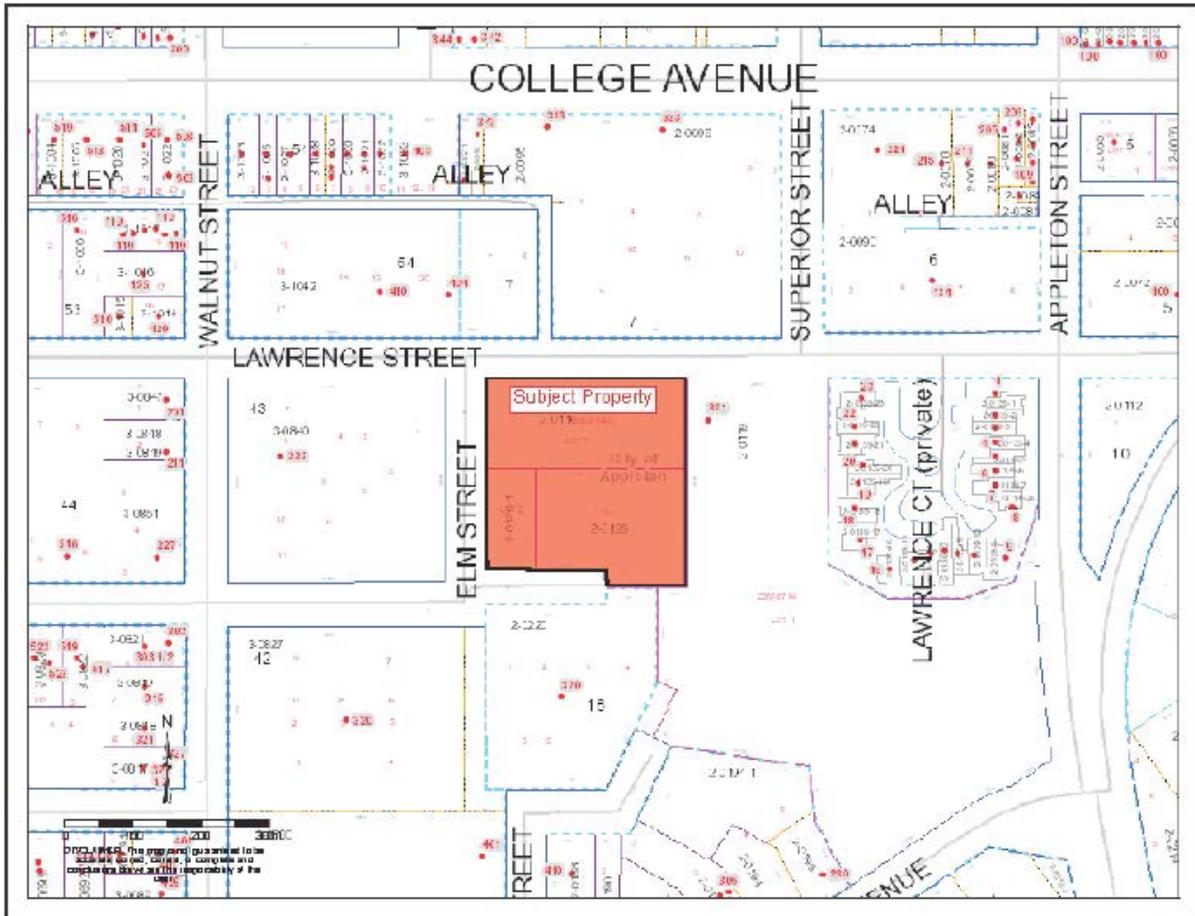
CSM 5460 Lot 1 Vol 31 Doc 1726114 being all of Lots 1,2,3,4,5,8,9,10, 11 & 12 Blk 8 Appleton Plat and Prt of Vac Eighth St

Parcel No. 312012601

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

Parcel No. 312012600

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



[Acknowledgement of Amended and Restated Cooperation Agreement]

EXHIBIT C

JOINDER AGREEMENT TO

AMENDED AND RESTATED COOPERATION AGREEMENT

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

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

_____ OF _____, WISCONSIN

By: _____

Its: _____

And: _____

Its: _____

ADDRESS:

_____ of _____

Attention: _____

_____, Wisconsin _____

Email: _____

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

FOX CITIES AREA ROOM TAX COMMISSION

By: _____

Its: _____

And: _____

Its: _____

FIRST AMENDMENT TO
AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT

Dated as of [May 1], 2018

by and among

THE MUNICIPALITIES NAMED HEREIN

and the

FOX CITIES AREA ROOM TAX COMMISSION

**FIRST AMENDMENT TO AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT, dated as of [May 1], 2018 (this “**First Amendment**”), by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kimberly**”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Little Chute**”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**” and, collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, and Menasha, the “**Municipalities**”), and the FOX CITIES AREA ROOM TAX COMMISSION, an authority formed pursuant to the powers provided in Section 66.0615 of the Wisconsin Statutes (the “**Commission**”), is an amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, by and among the Municipalities and the Commission (the “**Commission Agreement**”). *Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Commission Agreement.*

RECITALS

WHEREAS, the Municipalities (including the Town of Menasha, Wisconsin as the predecessor to Fox Crossing) and the Commission have entered into the Commission Agreement; and

WHEREAS, subsequent to the date of the Commission Agreement, certain facts and assumptions contemplated in the Commission Agreement have changed, including that the bonds contemplated to be issued (the “**Exhibition Center Bonds**”) to finance the Fox Cities Exhibition Center (the “**Exhibition Center**”) have not yet been issued, Appleton has constructed the Exhibition Center with its own funds, the PAC Bonds have been paid in full and the Amended and Restated Pledge and Security Agreement relating to the PAC Bonds has been terminated, the Room Tax Act has been amended, and the Town of Menasha, Wisconsin, a party to the Commission Agreement, has been incorporated as the Village of Fox Crossing, Wisconsin; and

WHEREAS, each Municipality has adopted an ordinance imposing a 10% Room Tax, allocated as described in the Commission Agreement; and

WHEREAS, the Commission has contracted with the Fox Cities Convention & Visitors Bureau, Inc. (the “**CVB**”), as a tourism entity, to obtain staff, support services and

assistance in developing and implementing programs to promote the zone to visitors and to receive and administer certain of the 10% Room Taxes on behalf of the Room Tax Commission pursuant to an Amended and Restated Tourism Entity Agreement, dated as of [May 1], 2018, by and between the CVB and the Room Tax Commission (the “**Tourism Entity Agreement**”).

WHEREAS, the Municipalities, the Commission, and Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”) have entered into an Amended and Restated Cooperation Agreement for the Fox Cities Exhibition Center, dated as of [May 1], 2018 (the “**Amended and Restated Exhibition Center Cooperation Agreement**”), which amends and restates the Exhibition Center Cooperation Agreement, dated as of November 24, 2015, in its entirety; and

WHEREAS, the Municipalities and the Commission have entered into a Pledge and Security Agreement, dated as of [May 1], 2018 (the “**Pledge and Security Agreement**”), with Associated Trust Company, National Association, as trustee (the “**Trustee**”), pursuant to which the 3% Room Tax imposed for the payment of the Exhibition Center Bonds shall be forwarded directly to the Trustee by the Operators; and

WHEREAS, the Exhibition Center Bonds are being issued contemporaneously with the execution and delivery of this First Amendment; and

WHEREAS, the Municipalities and the Commission desire that the Commission Agreement be amended to reflect current facts, circumstances, and documents;

NOW, THEREFORE in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. References to Certain Terms.

Certain terms in the Commission Agreement shall be revised as follows:

- (a) References in the Commission Agreement to “this Amended and Restated Room Tax Commission and Tourism Zone Agreement” or “this Agreement” shall be deemed to refer to the Commission Agreement as amended by this First Amendment.
- (b) References in the Commission Agreement, including as amended hereby, to the “Exhibition Center Cooperation Agreement dated of even date herewith” or to the “Exhibition Center Cooperation Agreement” shall be deemed to refer to the Amended and Restated Exhibition Center Cooperation Agreement.

Section 2. Amendments to Agreement.

- (a) **Section 5 is amended in its entirety to read as follows:**

Imposition of Room Tax. Pursuant to the Room Tax Act, each municipality that imposes a Room Tax in the Fox Cities Tourism Zone shall levy the same percentage of Room Tax. If the Municipalities are unable to agree on the percentage of tax to be levied in the Fox

Cities Tourism Zone, then the Fox Cities Room Tax Commission shall set the percentage. The Municipalities have each adopted an ordinance that imposed a 10% Room Tax. Pursuant to subsection (1m)(am)(3) of the Room Tax Act, the parties hereto find and agree that (i) each Municipality is located in a county or counties having a population of less than 380,000, (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000, and (iii) the Municipalities have worked cooperatively to construct and finance the Exhibition Center.

(b) **Section 7 is amended in its entirety to read as follows:**

Collection of Room Tax. Each Municipality shall cause each Operator within its jurisdiction to collect the 10% Room Tax imposed by such Municipality pursuant to its ordinance (the "Ordinance"). The 10% Room Tax is comprised of (i) a 3% Room Tax collected for the support of the CVB (the "CVB Room Tax"), (ii) the 2% PAC Room Tax for the development and support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone, (iii) a 3% Room Tax collected for the direct or indirect payment of the costs of construction of the Exhibition Center or debt service on bonds (the "Exhibition Center Bonds") issued to finance or refinance the Exhibition Center (the "Exhibition Center Room Tax"), (iv) a 1% Room Tax collected for general purposes, including, but not limited to tourism support and development in the Municipality (the "Municipal Room Tax"), and (v) 1% Room Tax collected for the development and support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone (the "Tourism Facilities Room Tax"). Pursuant to the Ordinances, the Exhibition Center Room Tax shall sunset upon payment in full of all outstanding Exhibition Center Bonds and thereafter the 10% Room Tax shall be reduced by 3%, with such reduction being deemed to be the share of the Room Tax allocated to the Exhibition Center Room Tax. The Municipalities acknowledge that, because the PAC Bonds have been paid in full, the PAC Room Tax and the Tourism Facilities Room Tax are dedicated to the same purposes; however they are assigned separate payment priorities in Section 9 hereof and in the Ordinances.

The Municipalities shall cause each Operator to forward the Exhibition Center Room Tax directly to Associated Trust Company, National Association, or its successor as trustee for the Exhibition Center Bonds (the "Trustee"), quarterly no later than each January 31, April 30, July 31, and October 31 pursuant to the Pledge and Security Agreement, dated as of [May 1], 2018 (the "Pledge and Security Agreement"), entered into by and among the Municipalities, the Fox Cities Room Tax Commission, and the Trustee.

Each Municipality shall distribute the remaining 7% Room Tax collected as follows:

- a. 95% of the 3% CVB Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission;

- b. 5% of the 3% CVB Room Tax may be retained by the Municipality for general purposes, including, but not limited to tourism support and development in the Municipality in accordance with the requirements of the Room Tax Act;
- c. the 2% PAC Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission;
- d. the 1% Municipal Room Tax shall be retained the Municipality; and
- e. the 1% Tourism Facilities Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission.

(c) **Section 8 is amended in its entirety to read as follows:**

Use of Room Tax. The 95% portion of the CVB Room Tax, the PAC Room Tax, and the Tourism Facilities Room Tax received by the Fox Cities Room Tax Commission shall be utilized as described in Section 7.a., c., and e. The 5% portion of the CVB Room Tax and the Municipal Room Tax retained by the Municipalities shall be utilized as described in Section 7.b. and d. The Exhibition Center Room Tax shall be utilized as described in the Pledge and Security Agreement.

Notwithstanding the foregoing, the parties agree that (i) the Exhibition Center Room Tax received by the CVB on behalf of the Fox Cities Room Tax Commission, or by the Fox Cities Room Tax Commission or any Municipality received from January 1, 2016 through [_____, 2018] [the Effective Date of the First Amendment] shall be applied as provided in the Exhibition Center Cooperation Agreement, (ii) funds held by the trustee for the PAC Bonds in the amount of \$750,000 shall also be applied as provided in the Exhibition Center Cooperation Agreement, and all remaining funds held by such trustee shall be applied to the purposes for which the PAC Room Tax is to be applied, and (iii) at the time all outstanding Exhibition Center Bonds are fully satisfied, any excess Exhibition Center Room Tax collected but not needed for the payment of the Exhibition Center Bonds or any reimbursement due to Appleton or to a Bond Guarantor, as defined in and pursuant to the Exhibition Center Cooperation Agreement, shall be reallocated to the [Room Tax Clearing Account] (the “**Tourism Development Fund**”) for use of tourism promotion and tourism development in the Fox Cities Tourism Zone.

(d) **Section 9 is amended in its entirety to read as follows:**

Priority of Payment. In the event any Operator fails to remit to the Trustee or to the Municipality the Room Tax for a period of one calendar quarter, or is in arrears by one calendar quarter or more after any January 31, April 30, July 31, or October 31 quarterly payment date, or in the event the Municipality fails to remit to the CVB on behalf of the Room Tax Commission, the applicable remaining Room Tax described in Section 7 within [10 business days] after receipt of such quarterly payment (a “Deficient Payment”) under this Agreement, the Pledge and Security Agreement, and the ordinances imposing the Room Tax, the Deficient Payment amounts actually received by the

Municipality, the Trustee, or the CVB on behalf of the Fox Cities Room Tax Commission shall be applied in the following priority order:

- a. *First*, toward the payment of the 3% CVB Room Tax;
- b. *Second*, toward the payment of the 2% PAC Room Tax;
- c. *Third*, toward the payment of the 3% Exhibition Center Room Tax (for so long as it is being collected);
- d. *Fourth*, toward the payment of the 1% Municipal Room Tax; and
- e. *Fifth*, toward the payment of the 1% Tourism Facilities Room Tax.

(e) **The introduction to Section 12 is amended to read as follows:**

Powers and Duties. The Fox Cities Room Tax Commission shall have the powers, rights, and duties as provided for a “commission” in the Room Tax Act, including:

(f) **Subsection 12(c) is amended to read as follows:**

c. To report, or cause the CVB to report, no less than annually to each Municipality from which it received Room Taxes, the purposes for which the revenues were spent and the information required to be reported to the Wisconsin Department of Revenue (the “DOR”) under subsection (4) of the Room Tax Act; *provided, however*, that such report shall be delivered to each Municipality so that it may timely comply with its required annual certification to the DOR due on or before each May 1.

(g) **Section 13 is amended in its entirety to read as follows:**

Additional Municipalities. It is anticipated that from time to time the geographic area comprising the Fox Cities Tourism Zone may change such that additional municipalities not party to this Agreement may become part of the Fox Cities Tourism Zone. The Fox Cities Room Tax Commission shall use its best efforts to encourage and accept such additional municipalities (each, an “Additional Municipality”) to become a member of the Fox Cities Room Tax Commission. Each Additional Municipality shall be required, as a condition to becoming a member of the Fox Cities Room Tax Commission, to impose by ordinance the 10% Room Tax as described in Sections 7 and 9 hereof (or, after the termination of the Exhibition Center Room Tax, a 7% Room Tax), and for so long as the Exhibition Center Bonds remain outstanding, to become a party to the Pledge and Security Agreement and the Exhibition Center Cooperation Agreement. Each Additional Municipality shall become bound to the terms, conditions, and obligations of the Municipalities hereunder by execution of a joinder agreement, in substantially the form attached hereto as Exhibit B, accepted by the Fox Cities Room Tax Commission, which shall provide a copy of such joinder agreement to the other then-current parties to this Agreement.

(h) **Section 14 is amended in its entirety to read as follows:**

Municipal Action. The Municipalities shall enact such ordinances and/or resolutions as are necessary to satisfy the terms of this Agreement and to effect any provisions of this Agreement.

(i) **Exhibit B is added to the Commission Agreement, to read as set forth in Exhibit A to this First Amendment.**

Section 3. Effective Date; Ratification of Agreement.

The amendment to the Commission Agreement contained herein shall be effective as of the date of this First Amendment. Except as expressly provided in this First Amendment, the provisions of the Commission Agreement shall remain in full force and effect.

Section 4. Counterparts; Headings.

This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The section headings in this First Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provision of this First Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF APPLETON, WISCONSIN

By: _____

Its: Mayor

And: _____

Its: Clerk

ADDRESS:

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

Email: tony.saucerman@appleton.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Appleton]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF KAUKAUNA, WISCONSIN

By: _____

Its: Mayor

And: _____

Its: Clerk

ADDRESS:

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

Email: clerk-treasurer@kaukauna.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Kaukauna]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF NEENAH, WISCONSIN

By: _____

Its: Mayor

And: _____

Its: Clerk

ADDRESS:

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

Email: measker@ci.neenah.wi.us

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – City of Neenah]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: dblock@vokimberly.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Kimberly]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jfenlon@littlechutewi.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Little Chute]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

TOWN OF GRAND CHUTE, WISCONSIN

By: _____

Its: Chairperson

And: _____

Its: Clerk

ADDRESS:

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

Email: jim.march@grandchute.net

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Grand Chute]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

TOWN OF NEENAH, WISCONSIN

By: _____

Its: Chairperson

And: _____

Its: Clerk

ADDRESS:

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

Email: ellen@townofneenah.com

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Town of Neenah]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jsturgell@foxcrossingwi.gov

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Fox Crossing]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF MENASHA, WISCONSIN

By: _____

Its: Mayor

And: _____

Its: Clerk

ADDRESS:

City of Menasha
Attention: Administrative Services Director
100 Main Street, Suite 200
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Menasha]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: administrator.sherwood@newbc.rr.com

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Sherwood]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

FOX CITIES AREA ROOM TAX COMMISSION

By: _____

Its: _____

[And: _____

Its: _____

1

ADDRESS:

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

Email: bruce.sherman@grandchute.net

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Room Tax Commission]

EXHIBIT B

JOINDER AGREEMENT

**AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT**

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, among the Fox Cities Area Room Tax Commission and the municipal members of such commission, as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of [May 1], 2018 (collectively, the “**Agreement**”), and hereby agrees to be bound by the terms, conditions, and obligations of the Municipalities under the Agreement, as amended from time to time. On and after the date of this Joinder Agreement, the undersigned shall be deemed a Municipality under the Agreement.

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

_____ OF _____, WISCONSIN

By: _____
Its: _____

And: _____
Its: _____

ADDRESS:

_____ of _____
Attention: _____

_____, Wisconsin _____

Email: _____

Accepted on behalf of itself and the Municipalities:

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

Dated as of [May 1], 2018

PLEDGE AND SECURITY AGREEMENT

Relating To:

FOX CITIES EXHIBITION CENTER

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT, dated as of [May 1], 2018 (this “**Agreement**”), is made and entered into by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kimberly**”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Little Chute**”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**”), collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, Menasha, and Sherwood (the “**Municipalities**”), the FOX CITIES AREA ROOM TAX COMMISSION, a Wisconsin intergovernmental commission (the “**Room Tax Commission**”), and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national bank organized under the laws of the United States of America, as trustee under the Bond Indenture (as defined herein) (together with its successors in such capacity, the “**Trustee**”).

RECITALS:

WHEREAS, pursuant to Section 66.0615 of the Wisconsin Statutes, as amended (the “**Room Tax Act**”), each of the Municipalities has imposed a room tax at a percentage rate of 3% (the “**Exhibition Center Room Tax**”), which the Municipalities have agreed to cause to be collected by the hotelkeepers, motel operators, and other persons furnishing accommodations that are available to the public and obligated to collect the Exhibition Center Room Tax (the “**Operators**”); and

WHEREAS, the Municipalities, the Room Tax Commission, and the Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”), are parties to an Amended and Restated Cooperation Agreement for the Fox Cities Exhibition Center, dated as of [May 1], 2018 (the “**Cooperation Agreement**”); and

WHEREAS, under the terms of the Cooperation Agreement:

- (a) Appleton will convey to the Authority the Fox Cities Exhibition Center, a convention center (the “**Exhibition Center**”) as referenced in the Room Tax Act; and
- (b) to assist in the financing of the Exhibition Center, the Authority will issue its Taxable Lease Revenue Bonds, Series 2018 (Fox Cities Exhibition Center Project) (the “**Series 2018 Bonds**”) the proceeds of which will be

made available to reimburse Appleton for the construction costs of the Exhibition Center; and

- (c) the Municipalities and the Room Tax Commission have agreed to the use of the Exhibition Center Room Taxes for the purposes of paying, either directly or indirectly, the costs of the construction of the Exhibition Center, debt service on the Series 2018 Bonds and any additional bonds issued by the Authority for the purpose of refinancing or refunding the Series 2018 Bonds, directly or indirectly through a series of refinancings or refundings (collectively, the “**Bonds**”), and such other reasonable and customary payments or deposits related to the Bonds as may be provided in the Bond Indenture, such as, but not limited to, costs of issuance and administration of the Bonds, reserve or stabilization funds, capitalized interest payments, if any, and reimbursement of payments made by Appleton or a provider of credit enhancement for the Bonds, all subject to any restrictions related thereto in the Room Tax Act (collectively, the “**Purposes of the Exhibition Center Room Taxes**”); and
- (d) the Municipalities and the Room Tax Commission agree to pledge the Exhibition Center Room Taxes to the Trustee for the Purposes of the Exhibition Center Room Taxes; and
- (e) all parties to the Cooperation Agreement found, and reaffirm herein, that the Exhibition Center constitutes a “convention center” and is, and will be, crucial to “tourism promotion and tourism development” within the meaning of the Room Tax Act, and the achievement of a sound and coordinated development and redevelopment of the territory described as the “Tourism Zone” in the Cooperation Agreement and for the promotion and development of tourism activities within the Tourism Zone; and

WHEREAS, the terms and conditions of this Agreement are in compliance with the Room Tax Act; and

WHEREAS, the execution and delivery of this Agreement have been in all respects duly and validly authorized by resolutions of the governing bodies of the Municipalities and the Room Tax Commission; and

WHEREAS, all procedures necessary to constitute this Agreement as a valid pledge and assignment of the Exhibition Center Room Taxes have been done and performed;

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

ARTICLE I

PLEDGE AND ASSIGNMENT OF PLEDGED ROOM TAXES TO THE TRUSTEE

The Municipalities and the Room Tax Commission do hereby pledge, sell, assign, transfer, and set over unto the Trustee, all their respective right, title, and interest in and to all Exhibition Center Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the Purposes of the Exhibition Center Room Taxes. The Exhibition Center Room Taxes shall not be used for any purpose other than the Purposes of the Exhibition Center Room Taxes set forth in the recitals of this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge of the Indenture of Trust, dated as of [May 1], 2018, from the Authority to the Trustee (the “**Bond Indenture**”), pursuant to which the Series 2018 Bonds are being issued and pursuant to which additional Bonds may be issued to refinance or refund (i) the Series 2018 Bonds or (ii) any other Bonds.

ARTICLE II

DEPOSIT OF EXHIBITION CENTER ROOM TAXES WITH TRUSTEE

Section 2.01 Deposit of Room Taxes.

The Municipalities, the Room Tax Commission, and the Trustee hereby agree and direct that, in order to effect the pledges of the Exhibition Center Room Taxes hereunder, all Exhibition Center Room Taxes imposed by the Municipalities shall be deposited directly with the Trustee by the Operators, and shall be applied to the Purposes of the Exhibition Center Room Taxes as specified in the Bond Indenture.

The deposit of Exhibition Center Room Taxes with the Trustee shall be in accordance with the following procedure:

(a) Notice to Operators. No later than the 10th day of the month following the end of each calendar quarter, the Trustee shall send a notice in substantially the form attached hereto as Exhibit A (or with such changes as may be necessary or appropriate to reflect changes in room taxes other than the Exhibition Center Room Tax) (a “**Room Tax Deposit Notice**”) to each Operator to be completed and delivered to the Trustee together with the deposit of the Exhibition Center Room Taxes it has collected during the preceding calendar quarter as described in (b) below.

(b) Room Tax Due Dates. Each Operator shall be directed to deposit with the Trustee, no later than January 31, April 30, July 31, and October 31 of each year, together with a completed Room Tax Deposit Notice as described in (a) above, the Exhibition Center Room Taxes it has collected during the preceding calendar quarter. The Trustee shall accept the Exhibition Center Room Taxes for deposit in accordance with the terms of this Agreement and of the Bond Indenture.

(c) Application of Pledged Room Tax Deposits. The Trustee shall, upon receipt of deposits of the Exhibition Center Room Taxes, allocate such deposits to the Revenue Fund created under the Bond Indenture for the Purposes of the Exhibition Center Room Taxes.

Section 2.02 Trustee Reports.

The Trustee shall (i) not later than the 15th day of each month, send a report as of the last day of the prior month to the Room Tax Commission and to each Municipality, that includes a list of the then current Operators that submit Exhibition Center Room Taxes, and the amount of Exhibition Center Room Taxes received from each Operator, and identifies the Operators that have not paid Exhibition Center Room Taxes then due under Section 2.01(b) (the “**Monthly Report**”), (ii) not later than the 15th day of the month following the end of each calendar quarter, send a statement of transactions to each Municipality and the Room Tax Commission that includes all financial transactions relating to the Municipality as of the end of the calendar quarter (the “**Quarterly Statement**”), and (iii) not later than the 15th day of the month following each due date of the Exhibition Center Room Taxes described in Section 2.01(b) hereof, send a list to the Room Tax Commission, with a copy to the related Municipality, of the Operators in each Municipality that have not paid Exhibition Center Room Taxes as of such due date (the “**Delinquency Report**”).

Section 2.03 Collection of Room Taxes; Late Payments.

(a) Each of the Municipalities agrees to direct all Operators within its jurisdiction to deposit all Exhibition Center 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 payments of Exhibition Center Room Taxes made by an Operator directly to such Municipality, and the Room Tax Commission agrees to forward to the Trustee, immediately upon receipt, any payments of Exhibition Center Room Taxes made by a Municipality or an Operator directly to the Room Tax Commission or the Fox Cities Convention & Visitors Bureau, Inc. (“**CVB**”) on behalf of the Room Tax Commission. The Municipality may request from the Trustee the form of Room Tax Deposit Notice as described in Section 2.01(a) hereof to accompany such payments.

(b) If an Operator has not paid Exhibition Center Room Taxes for a period of one calendar quarter or is in arrears by one calendar quarter or more, then an authorized officer of the related Municipality shall, within 30 days after the receipt of the first Monthly Report after a Delinquency Report has been received from the Trustee, commence collection and enforcement action against such Operator; *provided* that said Monthly Report shows Exhibition Center Room Taxes remain unpaid by such Operator.

(c) Each of the Municipalities agrees to commence such collection and enforcement action as described in (b) above and to take all reasonable action to diligently pursue such action and to collect the Exhibition Center Room Taxes

with any applicable/corresponding forfeiture or interest charge for late payment. Each Municipality agrees to send a written notice to the Room Tax Commission, within 10 days after receipt of a Monthly Report as described in (b) above, describing the status of such action and collection until the Exhibition Center Room Taxes have been collected from the Operator. Upon such collection, the Municipalities shall, within 20 business days, deposit with the Trustee the collected Exhibition Center Room Taxes, subject to the deficient payments allocation described in (e) below, and any applicable/corresponding forfeiture or interest charge; which shall be treated as part of the Exhibition Center Room Taxes. All costs of collection and enforcement actions relating to any such Exhibition Center Room Taxes shall (except to the extent they may be recovered from Operators) be the sole responsibility of the related Municipality.

(d) Notwithstanding (b) and (c) above, the Trustee shall have the right, with the consent of the Room Tax Commission, to demand that any such Exhibition Center Room Taxes paid by the Operators but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article II.

(e) Pursuant to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of [May 1], 2018 (the “**Commission Agreement**”) and the ordinances adopted by the Municipalities imposing a 10% room tax (the “**Room Taxes**”), which includes the Exhibition Center Room Tax, provision was made for delinquent Room Taxes received from the Operators to be allocated in a specific order to the purposes for which the Room Taxes were imposed. Upon receipt of notice from a Municipality, the Room Tax Commission, or the CVB with respect to such allocation of delinquent Room Taxes, the Trustee agrees that it shall cooperate with said parties in the application of delinquent Exhibition Center Room Taxes that it has received to the allocation to the purposes entitled to a payment priority over the Exhibition Center Room Taxes.

Section 2.04 Failure of Operator Not a Default of Municipality.

A failure of an Operator to timely pay Exhibition Center Room Taxes shall not constitute a default of a Municipality hereunder provided that the Municipality, in accordance with Section 2.03 above, promptly undertakes and pursues all reasonable collection actions until such delinquent Exhibition Center Room Taxes are collected and deposited with the Trustee.

Section 2.05 Statutory Obligations of Room Tax Commission.

The Room Tax Commission has determined, and the Municipalities agree, that the actions of the Trustee under this Agreement fulfill the statutory obligations of the Room Tax Commission (i) to monitor the collection of room taxes from each Municipality and (ii) to report any delinquencies or inaccurate reporting to the Municipality that is due the tax, as such obligations relate to the Exhibition Center Room Tax.

ARTICLE III

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Each of the Municipalities and the Room Tax Commission hereby represents and warrants to the Trustee that it has good right and authority to enter into this Agreement; that as of the date of this Agreement it has not alienated, assigned, pledged, or otherwise disposed of or encumbered any of the Exhibition Center Room Taxes, and that it has not performed any acts or executed any other instruments which might prevent the Trustee from receiving any Exhibition Center Room Taxes under any of the terms and conditions of this Agreement or which would limit the Trustee in such receipt.

Each of the Municipalities and the Room Tax Commission hereby covenants and agrees:

- (a) to observe, perform, and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions, and warranties of this Agreement on its part to be kept, observed, and performed;
- (b) that it will, upon the request of the Trustee, execute and deliver to the Trustee such further instruments and do and perform such other acts and procedures as the Trustee may deem necessary or appropriate to make effective this Agreement and its various covenants herein contained and to more effectively vest in and secure to the Trustee the Exhibition Center Room Taxes, including without limitation, the execution of such additional assignments as shall be deemed necessary by the Trustee to effectively vest in and secure the Exhibition Center Room Taxes;
- (c) that it will take any and all action reasonably necessary to enforce its room tax levies and collect all room taxes from the Operators within its jurisdiction, which actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes; and
- (d) that it will not repeal any or all of the Exhibition Center Room Tax or amend the Commission Agreement in any manner that affects the Trustee's right to receive the Exhibition Center Room Tax.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Counterparts.

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.

Section 4.02 Severability.

If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement 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 shall be valid and enforceable to the fullest extent permitted by law. In the event of any ambiguity in any terms or provisions of this Agreement, such ambiguity shall be construed in favor of the Trustee, notwithstanding any rules of construction to the contrary.

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

Section 4.03 Additional Parties to this Agreement.

Any municipal government that hereafter becomes an additional member of the Room Tax Commission (an “**Additional Municipality**”) pursuant to the Commission Agreement shall, as a condition of such membership under the Commission Agreement, become an additional party to this Agreement. Each Additional Municipality shall be bound to the terms, conditions, and obligations of the Municipalities under this Agreement by execution and delivery to the Trustee of a joinder agreement in substantially the form attached hereto as Exhibit B, and a copy of the executed joinder agreement shall be delivered by the Trustee to the other then-current parties to this Agreement. Acceptance by the Trustee of such joinder agreement shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

Section 4.04 Amendments to this Agreement.

This Agreement may be amended from time to time by a written instrument for any purpose not inconsistent with the terms of the Bond Indenture or to cure any ambiguity or to correct or supplement any provision contained in this Agreement which may be defective or inconsistent with any other provision contained in this Agreement or to make such other provisions as shall not be inconsistent with the provisions of the Bond Indenture and shall not, in the judgment of the Trustee, adversely affect the interests of the owners of the Bonds.

Section 4.05 Termination.

This Agreement shall terminate upon the discharge and termination of the Bond Indenture. The Trustee shall notify the Room Tax Commission and each Municipality of such termination and discharge.

Section 4.06 Notices.

Any notice, request, report, statement, or other communication to be given pursuant to this Agreement, shall be sufficiently given, and shall be deemed given, when hand delivered or sent by first class mail, email, or overnight delivery service as follows:

If to the Room Tax Commission at:

Fox Cities Area Room Tax Commission
Attention: Chairperson
c/o Fox Cities Convention & Visitors Bureau
3433 West College Avenue
Appleton, Wisconsin 54914
Phone: (800) 236-6673
Email: bruce.sherman@grandchute.net

If to the Trustee at:

Associated Trust Company, National Association
Attention: Corporate Trust Department
200 North Adams Street
Green Bay, Wisconsin 54301
Phone: (920) 433-3275
Email: eric.wied@associatedbank.com

If to a Municipality, at the address indicated beneath the signature to this Agreement of such Municipality.

Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Pledge and Security Agreement to be duly executed and delivered as of the date first written above.

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its Chairperson

And: _____
Its Secretary

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, as trustee

By: _____
Its _____

And: _____
Its _____

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

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: tony.saucerman@appleton.org

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

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: clerk-treasurer@kaukauna.org

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

CITY OF NEENAH, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: measker@ci.neenah.wi.us

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

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: dblock@vokimberly.org

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

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jfenlon@littlechutewi.org

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

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: jim.march@grandchute.net

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

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: ellen@townofneenah.com

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

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jsturgell@foxcrossingwi.gov

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

CITY OF MENASHA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Menasha
Attention: Administrative Services Director
100 Main Street, Suite 200
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

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

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: administrator.sherwood@newbc.rr.com

EXHIBIT A

ROOM TAX DEPOSIT NOTICE

FOR THE CALENDAR QUARTER ENDING _____, 20____

Date: _____, 20____

Associated Trust Company, National Association
Attention: Corporate Trust Operations
2985 South Ridge Road, Suite C
Green Bay, Wisconsin 54304

[[Enclosed are]] the Exhibition Center Room Taxes from
_____ for the above referenced calendar quarter.

Total 10% Room Tax Receipts For Quarter: \$_____

Distribution of 10% Room Tax:

3% Room Tax (Exhibition Center Room Tax) — Amount [Enclosed]	\$_____
Balance Paid Directly to Municipality	\$_____

If you have any questions, please feel free to contact me at _____.

Sincerely,

[Name of Hotel/Motel or other lodging facility]

EXHIBIT B

JOINDER AGREEMENT TO

PLEDGE AND SECURITY AGREEMENT

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Pledge and Security Agreement, dated as of [May 1], 2018 (the “**Agreement**”), among the Fox Cities Area Room Tax Commission, the municipal members of such commission and Associated Trust Company, National Association, as trustee, and hereby agrees to be bound by the terms, conditions, and obligations of the Municipalities under the Agreement, as amended from time to time. On and after the date of this Joinder Agreement, the undersigned shall be deemed a Municipality under the Agreement.

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

_____ OF _____, WISCONSIN

By: _____
Its: _____

And: _____
Its: _____

ADDRESS:

_____ of _____
Attention: _____

_____, Wisconsin _____

Email: _____

Accepted on behalf of itself, the Room Tax Commission, and the Municipalities:

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, as trustee

By _____

Its: _____

Dated as of [~~April~~May 1], 2018

PLEDGE AND SECURITY AGREEMENT

Relating To:

FOX CITIES EXHIBITION CENTER

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT, dated as of [~~April~~May 1], 2018 (this “**Agreement**”), is made and entered into by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kimberly**”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Little Chute**”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**”), collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, Menasha, and Sherwood (the “**Municipalities**”), the FOX CITIES AREA ROOM TAX COMMISSION, a Wisconsin intergovernmental commission (the “**Room Tax Commission**”), and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national bank organized under the laws of the United States of America, as trustee under the Bond Indenture (as defined herein) (together with its successors in such capacity, the “**Trustee**”).

RECITALS:

WHEREAS, pursuant to Section 66.0615 of the Wisconsin Statutes, as amended (the “**Room Tax Act**”), each of the Municipalities has imposed a room tax at a percentage rate of 3% (the “**Exhibition Center Room Tax**”), which the Municipalities have agreed to cause to be collected by the hotelkeepers, motel operators, and other persons furnishing accommodations that are available to the public and obligated to collect the Exhibition Center Room Tax (the “**Operators**”); and

WHEREAS, the Municipalities, the Room Tax Commission, and the Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”), are parties to an Amended and Restated Cooperation Agreement for the Fox Cities Exhibition Center, dated as of [~~April~~May 1], 2018 (the “**Cooperation Agreement**”); and

WHEREAS, under the terms of the Cooperation Agreement:

- (a) Appleton will convey to the Authority the Fox Cities Exhibition Center, a convention center (the “**Exhibition Center**”) as referenced in the Room Tax Act; and
- (b) to assist in the financing of the Exhibition Center, the Authority will issue its Taxable Lease Revenue Bonds, Series 2018 (Fox Cities Exhibition

Center Project) (the “**Series 2018 Bonds**”) the proceeds of which will be made available to ~~pay, or~~ reimburse Appleton for; the construction costs of the Exhibition Center; and

- (c) the Municipalities and the Room Tax Commission have agreed to the use of the Exhibition Center Room Taxes for the purposes of paying, either directly or indirectly, the costs of the construction of the Exhibition Center, debt service on the Series 2018 Bonds and any additional bonds issued by the Authority for the purpose of refinancing or refunding the Series 2018 Bonds, directly or indirectly through a series of refinancings or refundings (collectively, the “**Bonds**”), and such other reasonable ~~or~~and customary payments or deposits related to the Bonds as may be provided in the Bond Indenture, such as, but not limited to, costs of issuance and administration of the Bonds, reserve or stabilization funds, capitalized interest payments, if any, and reimbursement of payments made by Appleton or a provider of credit enhancement for the Bonds, all subject to any restrictions related thereto in the Room Tax Act (collectively, the “**Purposes of the Exhibition Center Room Taxes**”); and
- (d) the Municipalities and the Room Tax Commission agree to pledge the Exhibition Center Room Taxes to the Trustee for the Purposes of the Exhibition Center Room Taxes; and
- (e) all parties to the Cooperation Agreement found, and reaffirm herein, that the Exhibition Center constitutes a “convention center” and is, and will be, crucial to “tourism promotion and tourism development” within the meaning of the Room Tax Act, and the achievement of a sound and coordinated development and redevelopment of the territory described as the “Tourism Zone” in the Cooperation Agreement and for the promotion and development of tourism activities within the Tourism Zone; and

WHEREAS, the terms and conditions of this Agreement are in compliance with the Room Tax Act; and

WHEREAS, the execution and delivery of this Agreement have been in all respects duly and validly authorized by resolutions of the governing bodies of the Municipalities and the Room Tax Commission; and

WHEREAS, all procedures necessary to constitute this Agreement as a valid pledge and assignment of the Exhibition Center Room Taxes have been done and performed;

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

ARTICLE I

PLEDGE AND ASSIGNMENT OF PLEDGED ROOM TAXES TO THE TRUSTEE

The Municipalities and the Room Tax Commission do hereby pledge, sell, assign, transfer, and set over unto the Trustee, all their respective right, title, and interest in and to all Exhibition Center Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the Purposes of the Exhibition Center Room Taxes. The Exhibition Center Room Taxes shall not be used for any purpose other than the Purposes of the Exhibition Center Room Taxes set forth in the recitals of this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge of the Indenture of Trust, dated as of [~~April~~May 1], 2018, from the Authority to the Trustee (the “**Bond Indenture**”), pursuant to which the Series 2018 Bonds are being issued and pursuant to which additional Bonds may be issued to refinance or refund (i) the Series 2018 Bonds or (ii) any other Bonds.

ARTICLE II

DEPOSIT OF EXHIBITION CENTER ROOM TAXES WITH TRUSTEE

Section 2.01 Deposit of Room Taxes.

The Municipalities, the Room Tax Commission, and the Trustee hereby agree and direct that, in order to effect the pledges of the Exhibition Center Room Taxes hereunder, all Exhibition Center Room Taxes imposed by the Municipalities shall be deposited directly with the Trustee by the Operators, and shall be applied to the Purposes of the Exhibition Center Room Taxes as specified in the Bond Indenture.

The deposit of Exhibition Center Room Taxes with the Trustee shall be in accordance with the following procedure:

(a) Notice to Operators. No later than the 10th day of the month following the end of each calendar quarter, the Trustee shall send a notice in substantially the form attached hereto as Exhibit A (or with such changes as may be necessary or appropriate to reflect changes in room taxes other than the Exhibition Center Room Tax) (a “**Room Tax Deposit Notice**”) to each Operator to be completed and delivered to the Trustee together with the deposit of the Exhibition Center Room Taxes it has collected during the preceding calendar quarter as described in (b) below.

(b) Room Tax Due Dates. Each Operator shall be directed to deposit with the Trustee, no later than January 31, April 30, July 31, and October 31 of each year, together with a completed Room Tax Deposit Notice as described in (a) above, the Exhibition Center Room Taxes it has collected during the preceding calendar quarter. The Trustee shall accept the Exhibition Center Room Taxes for deposit in accordance with the terms of this Agreement and of the Bond Indenture.

(c) Application of Pledged Room Tax Deposits. The Trustee shall, upon receipt of deposits of the Exhibition Center Room Taxes, allocate such deposits to the Revenue Fund created under the Bond Indenture for the Purposes of the Exhibition Center Room Taxes.

Section 2.02 Trustee Reports.

The Trustee shall (i) not later than the 15th day of each month, send a report as of the last day of the prior month to the Room Tax Commission and to each Municipality, that includes a list of the then current Operators that submit Exhibition Center Room Taxes, and the amount of Exhibition Center Room Taxes received from each Operator, and identifies the Operators that have not paid Exhibition Center Room Taxes then due under Section 2.01(b) (the “**Monthly Report**”), (ii) not later than the 15th day of the month following the end of each calendar quarter, send a statement of transactions to each Municipality and the Room Tax Commission that includes all financial transactions relating to the Municipality as of the end of the calendar quarter (the “**Quarterly Statement**”), and (iii) not later than the 15th day of the month following each due date of the Exhibition Center Room Taxes described in Section 2.01(b) hereof, send a list to the Room Tax Commission, with a copy to the related Municipality, of the Operators in each Municipality that have not paid Exhibition Center Room Taxes as of such due date (the “**Delinquency Report**”).

Section 2.03 Collection of Room Taxes; Late Payments.

(a) Each of the Municipalities agrees to direct all Operators within its jurisdiction to deposit all Exhibition Center 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 payments of Exhibition Center Room Taxes made by an Operator directly to such Municipality, and the Room Tax Commission agrees to forward to the Trustee, immediately upon receipt, any payments of Exhibition Center Room Taxes made by a Municipality or an Operator directly to the Room Tax Commission or the Fox Cities Convention & Visitors Bureau, Inc. (“**CVB**”) on behalf of the Room Tax Commission. The Municipality may request from the Trustee the form of Room Tax Deposit Notice as described in Section 2.01(a) hereof to accompany such payments.

(b) If an Operator has not paid Exhibition Center Room Taxes for a period of one calendar quarter or is in arrears by one calendar quarter or more, then an authorized officer of the related Municipality shall, within 30 days after the receipt of the first Monthly Report after a Delinquency Report has been received from the Trustee, commence collection and enforcement action against such Operator; *provided* that said Monthly Report shows Exhibition Center Room Taxes remain unpaid by such Operator.

(c) Each of the Municipalities agrees to commence such collection and enforcement action as described in (b) above and to take all reasonable action to diligently pursue such action and to collect the Exhibition Center Room Taxes

with any applicable/corresponding forfeiture or interest charge for late payment. Each Municipality agrees to send a written notice to the Room Tax Commission, within 10 days after receipt of a Monthly Report as described in (b) above, describing the status of such action and collection until the Exhibition Center Room Taxes have been collected from the Operator. Upon such collection, the Municipalities shall, within 20 business days, deposit with the Trustee the collected Exhibition Center Room Taxes, subject to the deficient payments allocation described in (e) below, and any applicable/corresponding forfeiture or interest charge; which shall be treated as part of the Exhibition Center Room Taxes. All costs of collection and enforcement actions relating to any such Exhibition Center Room Taxes shall (except to the extent they may be recovered from Operators) be the sole responsibility of the related Municipality.

(d) Notwithstanding (b) and (c) above, the Trustee shall have the right, with the consent of the Room Tax Commission, to demand that any such Exhibition Center Room Taxes paid by the Operators but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article II.

(e) Pursuant to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of [~~April~~May 1], 2018 (the “**Commission Agreement**”) and the ordinances adopted by the Municipalities imposing a 10% room tax (the “**Room Taxes**”), which includes the Exhibition Center Room Tax, provision was made for delinquent Room Taxes received from the Operators to be allocated in a specific order to the purposes for which the Room Taxes were imposed. Upon receipt of notice from a Municipality, the Room Tax Commission, or the CVB with respect to such allocation of delinquent Room Taxes, the Trustee agrees that it shall cooperate with said parties in the application of delinquent Exhibition Center Room Taxes that it has received to the allocation to the purposes entitled to a payment priority over the Exhibition Center Room Taxes.

Section 2.04 Failure of Operator Not a Default of Municipality.

A failure of an Operator to timely pay Exhibition Center Room Taxes shall not constitute a default of a Municipality hereunder provided that the Municipality, in accordance with Section 2.03 above, promptly undertakes and pursues all reasonable collection actions until such delinquent Exhibition Center Room Taxes are collected and deposited with the Trustee.

Section 2.05 Statutory Obligations of Room Tax Commission.

The Room Tax Commission has determined, and the Municipalities agree, that the actions of the Trustee under this Agreement fulfill the statutory obligations of the Room Tax Commission (i) to monitor the collection of room taxes from each Municipality and (ii) to report any delinquencies or inaccurate reporting to the Municipality that is due the tax, as such obligations relate to the Exhibition Center Room Tax.

ARTICLE III

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Each of the Municipalities and the Room Tax Commission hereby represents and warrants to the Trustee that it has good right and authority to enter into this Agreement; that as of the date of this Agreement it has not alienated, assigned, pledged, or otherwise disposed of or encumbered any of the Exhibition Center Room Taxes, and that it has not performed any acts or executed any other instruments which might prevent the Trustee from receiving any Exhibition Center Room Taxes under any of the terms and conditions of this Agreement or which would limit the Trustee in such receipt.

Each of the Municipalities and the Room Tax Commission hereby covenants and agrees:

- (a) to observe, perform, and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions, and warranties of this Agreement on its part to be kept, observed, and performed;
- (b) that it will, upon the request of the Trustee, execute and deliver to the Trustee such further instruments and do and perform such other acts and procedures as the Trustee may deem necessary or appropriate to make effective this Agreement and its various covenants herein contained and to more effectively vest in and secure to the Trustee the Exhibition Center Room Taxes, including without limitation, the execution of such additional assignments as shall be deemed necessary by the Trustee to effectively vest in and secure the Exhibition Center Room Taxes;
- (c) that it will take any and all action reasonably necessary to enforce its room tax levies and collect all room taxes from the Operators within its jurisdiction: ~~Sueh~~, which actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes; and
- (d) that it will not repeal any or all of the Exhibition Center Room Tax or amend the Commission Agreement in any manner that affects the Trustee's right to receive the Exhibition Center Room Tax.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Counterparts.

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.

Section 4.02 Severability.

If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement 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 shall be valid and enforceable to the fullest extent permitted by law. In the event of any ambiguity in any terms or provisions of this Agreement, such ambiguity shall be construed in favor of the Trustee, notwithstanding any rules of construction to the contrary.

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

Section 4.03 Additional Parties to this Agreement.

Any municipal government that hereafter becomes an additional member of the Room Tax Commission (an “**Additional Municipality**”) pursuant to the Commission Agreement shall, as a condition of such membership under the Commission Agreement, become an additional party to this Agreement. Each Additional Municipality shall be bound to the terms, conditions, and obligations of the Municipalities under this Agreement by execution and delivery to the Trustee of a joinder agreement in substantially the form attached hereto as Exhibit B, and a copy of the executed joinder agreement shall be delivered by the Trustee to the other then-current parties to this Agreement. Acceptance by the Trustee of such joinder agreement shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

Section 4.04 Amendments to this Agreement.

This Agreement may be amended from time to time by a written instrument for any purpose not inconsistent with the terms of the Bond Indenture or to cure any ambiguity or to correct or supplement any provision contained in this Agreement which may be defective or inconsistent with any other provision contained in this Agreement or to make such other provisions as shall not be inconsistent with the provisions of the Bond Indenture and shall not, in the judgment of the Trustee, adversely affect the interests of the owners of the Bonds.

Section 4.05 Termination.

This Agreement shall terminate upon the discharge and termination of the Bond Indenture. The Trustee shall notify the Room Tax Commission and each Municipality of such termination and discharge.

Section 4.06 Notices.

Any notice, request, report, statement, or other communication to be given pursuant to this Agreement, shall be sufficiently given, and shall be deemed given, when hand delivered or sent by first class mail, email, or overnight delivery service as follows:

If to the Room Tax Commission at:

Fox Cities Area Room Tax Commission
Attention: Chairperson
c/o Fox Cities Convention & Visitors Bureau
3433 West College Avenue
Appleton, Wisconsin 54914
Phone: (800) 236-6673
Email: bruce.sherman@grandchute.net

If to the Trustee at:

Associated Trust Company, National Association
Attention: Corporate Trust Department
200 North Adams Street
Green Bay, Wisconsin 54301
Phone: (920) 433-3275
Email: eric.wied@associatedbank.com

If to a Municipality, at the address indicated beneath the signature to this Agreement of such Municipality.

Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Pledge and Security Agreement to be duly executed and delivered as of the date first written above.

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its Chairperson

And: _____
Its Secretary

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

By: _____
Its _____

And: _____
Its _____

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

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: tony.saucerman@appleton.org



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

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: clerk-treasurer@kaukauna.org

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

CITY OF NEENAH, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: measker@ci.neenah.wi.us

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

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: dblock@vokimberly.org

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

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jfenlon@littlechutewi.org

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

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: jim.march@grandchute.net

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

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: ellen@townofneenah.com

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

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jsturgell@foxcrossingwi.gov

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

CITY OF MENASHA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Menasha
Attention: Administrative Services Director
100 Main Street, Suite 200
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

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

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: administrator.sherwood@newbc.rr.com

EXHIBIT A

ROOM TAX DEPOSIT NOTICE

FOR THE CALENDAR QUARTER ENDING _____, 20____

Date: _____, 20____

Associated Trust Company, National Association
Attention: Corporate Trust Operations
2985 South Ridge Road, Suite C
Green Bay, Wisconsin 54304

[[Enclosed are]] the Exhibition Center Room Taxes from
_____ for the above referenced calendar quarter.

Total 10% Room Tax Receipts For Quarter: \$_____

Distribution of 10% Room Tax:

3% Room Tax (Exhibition Center Room Tax) — Amount	\$_____
[Enclosed]	
Balance Paid Directly to Municipality	\$_____

If you have any questions, please feel free to contact me at _____.

Sincerely,

[Name of Hotel/Motel or other lodging facility]

EXHIBIT B
JOINDER AGREEMENT TO
PLEDGE AND SECURITY AGREEMENT

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Pledge and Security Agreement, dated as of [~~April~~May 1], 2018 (the “**Agreement**”), among the Fox Cities Area Room Tax Commission, the municipal members of such commission and Associated Trust Company, National Association, as trustee, and hereby agrees to be bound by the terms, conditions, and obligations of the Municipalities under the Agreement, as amended from time to time. On and after the date of this Joinder Agreement, the undersigned shall be deemed a Municipality under the Agreement.

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

_____ OF _____, WISCONSIN

By: _____
Its: _____

And: _____
Its: _____

ADDRESS:

_____ of _____
Attention: _____

_____, Wisconsin _____

Email: _____

Accepted on behalf of itself, the Room Tax Commission, and the Municipalities:

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, as trustee

By _____

Its: _____

Summary report:	
Litéra® Change-Pro TDC 10.1.0.300 Document comparison done on 3/9/2018 12:25:24 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Appleton RDA 2018 Fox Cities Exhibition Center - Pledge and Security Agreement.docx	
Modified filename: Appleton RDA 2018 Fox Cities Exhibition Center - Pledge and Security Agreement(1).docx	
Changes:	
Add	52
Delete	56
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	108

**FIRST AMENDMENT TO
AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT**

Dated as of [~~April~~May 1], 2018

by and among

THE MUNICIPALITIES NAMED HEREIN

and the

FOX CITIES AREA ROOM TAX COMMISSION

**FIRST AMENDMENT TO AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT, dated as of [~~April~~ May 1], 2018 (this “**First Amendment**”), by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kimberly**”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Little Chute**”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**” and, collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, and Menasha, the “**Municipalities**”), and the FOX CITIES AREA ROOM TAX COMMISSION, an authority formed pursuant to the powers provided in Section 66.0615 of the Wisconsin Statutes (the “**Commission**”), is an amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, by and among the Municipalities and the Commission (the “**Commission Agreement**”). *Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Commission Agreement.*

RECITALS

WHEREAS, the Municipalities (including the Town of Menasha, Wisconsin as the predecessor to Fox Crossing) and the Commission have entered into the Commission Agreement; and

WHEREAS, subsequent to the date of the Commission Agreement, certain facts and assumptions contemplated in the Commission Agreement have changed, including that the bonds contemplated to be issued (the “**Exhibition Center Bonds**”) to finance the Fox Cities Exhibition Center (the “**Exhibition Center**”) have not yet been issued, Appleton has constructed the Exhibition Center with its own funds, the PAC Bonds have been paid in full and the Amended and Restated Pledge and Security Agreement relating to the PAC Bonds has been terminated, the Room Tax Act has been amended, and the Town of Menasha, Wisconsin, a party to the Commission Agreement, has been incorporated as the Village of Fox Crossing, Wisconsin; and

WHEREAS, each Municipality has adopted an ordinance imposing a 10% Room Tax, allocated as described in the Commission Agreement; and

WHEREAS, the Commission has contracted with the Fox Cities Convention & Visitors Bureau, Inc. (the “**CVB**”), as a tourism entity, to obtain staff, support services and

assistance in developing and implementing programs to promote the zone to visitors and to receive and administer certain of the 10% Room Taxes on behalf of the Room Tax Commission pursuant to ~~the an Amended and Restated~~ Tourism Entity Agreement, dated as of ~~December 31~~^[May 1], ~~2015~~²⁰¹⁸, ~~by and~~ between the CVB and the Room Tax Commission, ~~as amended by a First Amendment to Tourism Entity Agreement, dated as of [April 1], 2018~~ (the “**Tourism Entity Agreement**”).

WHEREAS, the Municipalities, the Commission, and Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”) have entered into an Amended and Restated Cooperation Agreement for the Fox Cities Exhibition Center, dated as of ~~[April]~~^[May 1], 2018 (the “**Amended and Restated Exhibition Center Cooperation Agreement**”), which amends and restates the Exhibition Center Cooperation Agreement, dated as of November 24, 2015, in its entirety; and

WHEREAS, the Municipalities and the Commission have entered into a Pledge and Security Agreement, dated as of ~~[April]~~^[May 1], 2018 (the “**Pledge and Security Agreement**”), with Associated Trust Company, National Association, as trustee (the “**Trustee**”), pursuant to which the 3% Room Tax imposed for the payment of the Exhibition Center Bonds shall be forwarded directly to the Trustee by the Operators; and

WHEREAS, the Exhibition Center Bonds are being issued contemporaneously with the execution and delivery of this First Amendment; and

WHEREAS, the Municipalities and the Commission desire that the Commission Agreement be amended to reflect current facts, circumstances, and documents;

NOW, THEREFORE in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. References to Certain Terms.

Certain terms in the Commission Agreement shall be revised as follows:

- (a) References in the Commission Agreement to “this Amended and Restated Room Tax Commission and Tourism Zone Agreement” or “this Agreement” shall be deemed to refer to the Commission Agreement as amended by this First Amendment.
- (b) References in the Commission Agreement, including as amended hereby, to the “Exhibition Center Cooperation Agreement dated of even date herewith” or to the “Exhibition Center Cooperation Agreement” shall be deemed to refer to the Amended and Restated Exhibition Center Cooperation Agreement.

Section 2. Amendments to Agreement.

- (a) **Section 5 is amended in its entirety to read as follows:**

Imposition of Room Tax. Pursuant to the Room Tax Act, each municipality that imposes a Room Tax in the Fox Cities Tourism Zone shall levy the same percentage of Room Tax. If the Municipalities are unable to agree on the percentage of tax to be levied in the Fox Cities Tourism Zone, then the Fox Cities Room Tax Commission shall set the percentage. The Municipalities have each adopted an ordinance that imposed a 10% Room Tax. Pursuant to subsection (1m)(am)(3) of the Room Tax Act, the parties hereto find and agree that (i) each Municipality is located in a county or counties having a population of less than 380,000, (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000, and (iii) the Municipalities have worked cooperatively to construct and finance the Exhibition Center.

(b) **Section 7 is amended in its entirety to read as follows:**

Collection of Room Tax. Each Municipality shall cause each Operator within its jurisdiction to collect the 10% Room Tax imposed by such Municipality pursuant to its ordinance (the “Ordinance”). The 10% Room Tax is comprised of (i) a 3% Room Tax collected for the support of the CVB (the “CVB Room Tax”), (ii) the 2% PAC Room Tax for the development and support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone, (iii) a 3% Room Tax collected for the direct or indirect payment of the costs of construction of the Exhibition Center or debt service on bonds (the “Exhibition Center Bonds”) issued to finance or refinance the Exhibition Center (the “Exhibition Center Room Tax”), (iv) a 1% Room Tax collected for general purposes, including, but not limited to tourism support and development in the Municipality (the “Municipal Room Tax”), and (v) 1% Room Tax collected for the development and support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone (the “Tourism Facilities Room Tax”). Pursuant to the Ordinances, the Exhibition Center Room Tax shall sunset upon payment in full of all outstanding Exhibition Center Bonds and thereafter the 10% Room Tax shall be reduced by 3%, with such reduction being deemed to be the share of the Room Tax allocated to the Exhibition Center Room Tax. The Municipalities acknowledge that, because the PAC Bonds have been paid in full, the PAC Room Tax and the Tourism Facilities Room Tax are dedicated to the same purposes; however they are assigned separate payment priorities in Section 9 hereof and in the Ordinances.

The Municipalities shall cause each Operator to forward the Exhibition Center Room Tax directly to Associated Trust Company, National Association, or its successor as trustee for the Exhibition Center Bonds (the “Trustee”), quarterly no later than each January 31, April 30, July 31, and October 31 pursuant to the Pledge and Security Agreement, dated as of [April~~May~~ 1], 2018 (the “Pledge and Security Agreement”), entered into by and among the Municipalities, the Fox Cities Room Tax Commission, and the Trustee.

Each Municipality shall distribute the remaining 7% Room Tax collected as follows:

- a. 95% of the 3% CVB Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission;
- b. 5% of the 3% CVB Room Tax may be retained by the Municipality for general purposes, including, but not limited to tourism support and development in the Municipality in accordance with the requirements of the Room Tax Act;
- c. the 2% PAC Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission;
- d. the 1% Municipal Room Tax shall be retained the Municipality; and
- e. the 1% Tourism Facilities Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission.

(c) **Section 8 is amended in its entirety to read as follows:**

Use of Room Tax. The 95% portion of the CVB Room Tax, the PAC Room Tax, and the Tourism Facilities Room Tax received by the Fox Cities Room Tax Commission shall be utilized as described in Section 7.a., c., and e. The 5% portion of the CVB Room Tax and the Municipal Room Tax retained by the Municipalities shall be utilized as described in Section 7.b. and d. The Exhibition Center Room Tax shall be utilized as described in the Pledge and Security Agreement.

Notwithstanding the foregoing, the parties agree that (i) the Exhibition Center Room Tax received by the CVB on behalf of the Fox Cities Room Tax Commission, or by the Fox Cities Room Tax Commission or any Municipality received from January 1, 2016 through [_____, 2018] [the Effective Date of the First Amendment] shall be applied as provided in the Exhibition Center Cooperation Agreement, (ii) funds held by the trustee for the PAC Bonds in the amount of \$750,000 shall also be applied as provided in the Exhibition Center Cooperation Agreement, and all remaining funds held by such trustee shall be applied to the purposes for which the PAC Room Tax is to be applied, and (iii) at the time all outstanding Exhibition Center Bonds are fully satisfied, any excess Exhibition Center Room Tax collected but not needed for the payment of the Exhibition Center Bonds or any reimbursement due to Appleton or to a Bond Guarantor, as defined in and pursuant to the Exhibition Center Cooperation Agreement, shall be reallocated to the [_____Room Tax Clearing Account] (the “**Tourism Development Fund**”) for use of tourism promotion and tourism development in the Fox Cities Tourism Zone.

(d) **Section 9 is amended in its entirety to read as follows:**

Priority of Payment. In the event any Operator fails to remit to the Trustee or to the Municipality the Room Tax for a period of one calendar quarter, or is in arrears by one calendar quarter or more after any January 31, April 30, July 31, or October 31 quarterly payment date, or in the event the Municipality fails to remit to the CVB on behalf of the Room Tax Commission, the applicable remaining Room Tax described in Section 7 within [10 business days] after receipt of such quarterly payment (a “Deficient

Payment”) under this Agreement, the Pledge and Security Agreement, and the ordinances imposing the Room Tax, the Deficient Payment amounts actually received by the Municipality, the Trustee, or the CVB on behalf of the Fox Cities Room Tax Commission shall be applied in the following priority order:

- a. *First*, toward the payment of the 3% CVB Room Tax;
- b. *Second*, toward the payment of the 2% PAC Room Tax;
- c. *Third*, toward the payment of the 3% Exhibition Center Room Tax (for so long as it is being collected);
- d. *Fourth*, toward the payment of the 1% Municipal Room Tax; and
- e. *Fifth*, toward the payment of the 1% Tourism Facilities Room Tax.

(e) **The introduction to Section 12 is amended to read as follows:**

Powers and Duties. The Fox Cities Room Tax Commission shall have the powers, rights, and duties as provided for a “commission” in the Room Tax Act, including:

(f) **Subsection 12(c) is amended to read as follows:**

c. To report, or cause the CVB to report, no less than annually to each Municipality from which it received Room Taxes, the purposes for which the revenues were spent and the information required to be reported to the Wisconsin Department of Revenue (the “DOR”) under subsection (4) of the Room Tax Act; *provided, however*, that such report shall be delivered to each Municipality so that it may timely comply with its required annual certification to the DOR due on or before each May 1.

(g) **Section 13 is amended in its entirety to read as follows:**

Additional Municipalities. It is anticipated that from time to time the geographic area comprising the Fox Cities Tourism Zone may change such that additional municipalities not party to this Agreement may become part of the Fox Cities Tourism Zone. The Fox Cities Room Tax Commission shall use its best efforts to encourage and accept such additional municipalities (each, an “Additional Municipality”) to become a member of the Fox Cities Room Tax Commission. Each Additional Municipality shall be required, as a condition to becoming a member of the Fox Cities Room Tax Commission, to impose by ordinance the 10% Room Tax as described in Sections 7 and 9 hereof (or, after the termination of the Exhibition Center Room Tax, a 7% Room Tax), and for so long as the Exhibition Center Bonds remain outstanding, to become a party to the Pledge and Security Agreement and the Exhibition Center Cooperation Agreement. Each Additional Municipality shall become bound to the terms, conditions, and obligations of the Municipalities hereunder by execution of a joinder agreement, in substantially the form attached hereto as Exhibit B, accepted by the Fox Cities Room Tax Commission, which shall provide a copy of such joinder agreement to the other then-current parties to this Agreement.

(h) **Section 14 is amended in its entirety to read as follows:**

Municipal Action. The Municipalities shall enact such ordinances and/or resolutions as are necessary to satisfy the terms of this Agreement and to effect any provisions of this Agreement.

(i) **Exhibit B is added to the Commission Agreement, to read as set forth in Exhibit A to this First Amendment.**

Section 3. Effective Date; Ratification of Agreement.

The amendment to the Commission Agreement contained herein shall be effective as of the date of this First Amendment. Except as expressly provided in this First Amendment, the provisions of the Commission Agreement shall remain in full force and effect.

Section 4. Counterparts; Headings.

This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The section headings in this First Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provision of this First Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: tony.saucerman@appleton.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Appleton]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF KAUKAUNA, WISCONSIN

By: _____

Its: Mayor

And: _____

Its: Clerk

ADDRESS:

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

Email: clerk-treasurer@kaukauna.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Kaukauna]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF NEENAH, WISCONSIN

By: _____

Its: Mayor

And: _____

Its: Clerk

ADDRESS:

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

Email: measker@ci.neenah.wi.us

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – City of Neenah]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: dblock@vokimberly.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Kimberly]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jfenlon@littlechutewi.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Little Chute]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: jim.march@grandchute.net

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Grand Chute]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: ellen@townofneenah.com

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Town of Neenah]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jsturgell@foxcrossingwi.gov

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Fox Crossing]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF MENASHA, WISCONSIN

By: _____

Its: Mayor

And: _____

Its: Clerk

ADDRESS:

City of Menasha
Attention: Administrative Services Director
100 Main Street, Suite 200
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Menasha]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: administrator.sherwood@newbc.rr.com

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Sherwood]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

FOX CITIES AREA ROOM TAX COMMISSION

By: _____

Its: _____

[And: _____]

Its: _____]

ADDRESS:

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

Email: bruce.sherman@grandchute.net

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Room Tax Commission]

EXHIBIT B

JOINDER AGREEMENT

**AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT**

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, among the Fox Cities Area Room Tax Commission and the municipal members of such commission, as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of [~~April~~May 1], 2018 (collectively, the “**Agreement**”), and hereby agrees to be bound by the terms, conditions, and obligations of the Municipalities under the Agreement, as amended from time to time. On and after the date of this Joinder Agreement, the undersigned shall be deemed a Municipality under the Agreement.

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

_____ OF _____, WISCONSIN

By: _____

Its: _____

And: _____

Its: _____

ADDRESS:

_____ of _____

Attention: _____

_____, Wisconsin _____

Email: _____

Accepted on behalf of itself and the Municipalities:

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

Summary report:	
Litéra® Change-Pro TDC 10.1.0.300 Document comparison done on 3/9/2018 12:27:50 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Appleton RDA 2018 Fox Cities Exhibition Center – First Amendment to A&R Room Tax Commission and.docx	
Modified filename: Appleton RDA 2018 Fox Cities Exhibition Center – First Amendment to A&R Room Tax Commission and(1).docx	
Changes:	
Add	57
Delete	53
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	110

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

Dated as of [~~April~~May 1], 2018

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

by and among

THE MUNICIPALITIES NAMED HEREIN

the

REDEVELOPMENT AUTHORITY OF THE
CITY OF APPLETON, WISCONSIN

and the

FOX CITIES AREA ROOM TAX COMMISSION

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

“**Governing Body Authorizations**” means (i) the Ordinances, (ii) the resolutions titled ~~“Resolution Authorizing the Execution and Delivery of Documents relating to the Fox Cities Exhibition Center Project”~~ adopted by the Governing Bodies of: (a) Appleton on ~~_____~~ March 7, 2018, (b) Grand Chute on _____, 2018 (c) Kaukauna on _____, 2018, (d) Kimberly on _____, 2018, (e) Little Chute on _____, 2018, (f) City of Menasha on _____, 2018, (g) Town of Menasha on _____, 2018, (h) City of Neenah on _____, 2018, (i) Town of Neenah on _____, 2018, and (j) Sherwood on ~~_____~~ February 26, 2018, (iii) the resolution of the Room Tax Commission adopted on ~~_____~~ [March 19], 2018 relating to the Exhibition Center, ~~and~~ (iv) ~~the~~ an additional resolution~~s~~ of Appleton on [March 21], 2018, and (v) the resolutions of the ARA adopted on ~~February 16, 2018 and March 7 on [April 11]~~, 2018, each relating to the Exhibition Center.

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

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

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

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

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

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

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

“**Pledge and Security Agreement**” means the Pledge and Security Agreement, dated as of [~~April~~May 1], 2018, by and among the Municipalities, the Room Tax Commission, and the Trustee, incorporating the pledge of Exhibition Center Room Taxes to the payment, directly or indirectly, of the costs of construction of the Exhibition Center and debt service on the Bonds and related purposes/or such other reasonable and customary payments or deposits related to the Bonds as may be provided in the Indenture, such as, but not limited to, costs of issuance and administration, Credit Enhancement, debt service reserve and room tax stabilization funds, and capitalized interest, if any, as amended from time to time pursuant to the terms thereof.

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

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

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

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

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

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

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

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

ARTICLE II

FACTS AND RECITALS

Section 2.01 Governing Body Authorizations.

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

Section 2.02 Tourism Zone Objectives.

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

Section 2.03 Importance of Exhibition Center.

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

- (a) that (i) each Municipality is located in a county or counties with a population of less than 380,000; (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000; and (iii) the Municipalities have worked cooperatively together to construct and finance the Exhibition Center, as contemplated by subsection (1m)(am)(3) of the Room Tax Act; and
- (b) that the control, disposition, and use of the Exhibition Center is crucial to the achievement of a sound and coordinated development of the Tourism Zone and for the promotion and development of tourism activities within the Tourism Zone.

Section 2.04 Construction of Exhibition Center.

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

Section 2.05 Levy and Importance of Room Tax Revenues.

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

Section 2.06 Contract with CVB.

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

Section 2.07 Management Agreement.

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

Section 2.08 Termination of PAC Cooperation Agreement; [Application of Remaining Funds.](#)

The Cooperation Agreement dated June 1, 2000 (the “**PAC Cooperation Agreement**”), in which the Municipalities (excluding the City of Menasha and Sherwood, but including Fox Crossing, into which the Town of Menasha was incorporated, and Little Chute, which was added as a party after the initial execution) agreed to impose a Room Tax at the rate of two percent (2%) (the “**PAC Room Tax**”) and pledged certain revenues thereof to the payment of bonds (the “**PAC Bonds**”) which were issued to pay the costs associated with the construction of the Fox Cities Performing Arts Center has been terminated, and the PAC Bonds have been paid in full. The continued imposition and collection of the PAC Room Tax was authorized by the Ordinances. [The Municipalities, the ARA, and the Room Tax Commission agree that all PAC Room Taxes not applied to the payment of the PAC Bonds, and all other amounts held by the trustee for the PAC Bonds, shall be applied as follows:](#)

(a) the amount set forth in Section 3.03(c) shall be applied as described in Section 3.03, and

(b) all other funds shall be forwarded to the CVB for deposit in the [Room Tax Clearing Account] established pursuant to the Tourism Entity Agreement to be applied for tourism promotion and development. Notwithstanding the language in the indenture for the PAC Bonds, the ARA acknowledges that it will not receive any other funds remaining in the funds and accounts with respect to the PAC Bonds and it shall direct the trustee for the PAC Bonds to apply the funds as described above.

ARTICLE III

FINANCING OF THE EXHIBITION CENTER PROJECT

Section 3.01 Contribution of Exhibition Center Property to ARA.

Acting pursuant to ~~Section~~Sections 6(f) and ~~13~~ of the Redevelopment Act, to provide general support and assistance to the ARA in carrying out redevelopment as provided in the Redevelopment Act, Appleton shall contribute to the ARA, all Appleton's right, title, and interest in and to the Exhibition Center and the Exhibition Center Property. Appleton shall execute and deliver to the ARA such deeds, bills of sale, and other instruments as the ARA may reasonably request to evidence and perfect such contribution from Appleton.

Section 3.02 Acceptance of Appleton Contribution.

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

Section 3.03 Total Costs of Construction; Reimbursement to Appleton.

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

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

The Municipalities acknowledge that the application of the funds described in (b) and (c) above will reduce the principal amount of the Series 2018 Bonds necessary to finance the Exhibition

Center project. The Room Tax Commission shall direct the CVB to apply the funds described in (b) above to such reimbursement, and the ARA shall direct the trustee for the PAC Bonds to apply the funds described in (c) above to such reimbursement.

Section 3.04 Issuance of Bonds.

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

(b) The ARA may, from time to time, issue and sell Additional Bonds upon terms acceptable to Appleton. Appleton's acceptance shall be conclusively evidenced by its execution of an amendment to the Lease with respect to Additional Bonds pursuant to the terms thereof.

(c) The Bonds will be limited obligations of the ARA and shall not constitute a debt or obligation of the ARA, Appleton, or the other Municipalities and shall not be a charge against the general credit or taxing powers of the ARA or any Municipality except for and limited to the Exhibition Center Room Tax revenues pursuant to the Pledge and Security Agreement. Each series of Additional Bonds shall be payable by the ARA solely from revenues derived by the ARA from the Lease, the Pledge and Security Agreement, amounts recovered by recourse to any Mortgage or any Credit Enhancement pursuant to Sections 3.07 or 3.08, and cash and securities held from time to time in certain trust funds held by the Trustee under the Indenture and the investment earnings thereon.

Section 3.05 Lease of Exhibition Center Property.

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

The Lease shall provide for a credit against the rents due from Appleton for all Exhibition Center Room Taxes then on deposit with the Trustee and available for payment of

debt service on the Bonds. The ARA and Appleton anticipate that the Exhibition Center Room Taxes will be sufficient to make all payments of debt service on the Bonds; *however*, in the event that such Exhibition Center Room Taxes are insufficient to make such payments, Appleton will agree, subject to the terms of the Lease, to fund such payments then due and payable under the Lease.

To the extent that Appleton is required to fund such payments under the Lease, or in the event Appleton is required to pay the Trustee's fees and expenses or any arbitrage rebate amounts with respect to Additional Bonds or to replenish the Debt Service Reserve Fund held under the Indenture, such payments shall be considered a loan or advance to the Room Tax Commission to be reimbursed from future Exhibition Center Room Taxes, together with interest at a rate equal to the rate of interest established by the Local Government Investment Pool of the State of Wisconsin on the date of such loan or advance; such reimbursement to occur as soon as reasonably practicable and to the extent that the ~~Room Tax Commission has received~~ Exhibition Center Room Taxes have been collected in excess of that amount required for payment of principal, interest and premium, if any, on the Bonds, the payment of the Trustee's fees and expenses or any arbitrage rebate amounts with respect to Additional Bonds, and the replenishment of the Debt Service Reserve Fund.

Section 3.06 Municipalities to Pledge the Exhibition Center Room Tax.

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

Section 3.07 Mortgage of the Exhibition Center Property.

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

Section 3.08 Credit Enhancement.

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

ARTICLE IV

OPERATION OF THE CONVENTION CENTER

Section 4.01 Appleton to Provide Administrative Support to ARA.

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

Section 4.02 Advisory Committee.

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

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

Section 4.03 Municipalities to Plan to Promote Private Development.

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

Section 4.04 Municipalities to Participate in the Room Tax Commission.

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

Section 4.05 Nondiscrimination.

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

ARTICLE V

MISCELLANEOUS

Section 5.01 Amendment and Restatement of Original Agreement.

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

Section 5.02 Additional Municipalities.

Any Additional Municipality that becomes an additional member of the Room Tax Commission pursuant to the Commission Agreement shall, as a condition of such membership under said agreement, become an additional party to this Agreement. Each Additional Municipality shall be bound to the terms, conditions, and obligations of the Municipalities under this Agreement by execution and delivery to the Room Tax Commission of a joinder agreement in substantially the form attached hereto as Exhibit C. A copy of the executed joinder agreement shall be delivered by the Room Tax Commission to the other then-current parties to this Agreement. Acceptance by the Room Tax Commission of such joinder agreement shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

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

Section 5.03 Assignment of Rights Under this Agreement.

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

Section 5.04 No Personal Liability.

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

Section 5.05 Parties and Interests.

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

Section 5.06 Notices.

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

Section 5.07 Amendment.

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

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

This Agreement and the terms and obligations hereunder shall terminate upon payment in full of all outstanding Bonds, and discharge of the Indenture, and upon any reimbursement to (i) Appleton, in accordance with the Lease or (ii) any Bond Guarantor for any debt service payments made and other amounts due to such Bond Guarantor pursuant to Section 3.08 hereof. Pursuant to the Ordinances, the Exhibition Center Room Tax shall sunset upon payment in full of all outstanding Bonds and thereafter the Room Tax shall be reduced by 3%, with such reduction being deemed to be the share of the Room Tax allocated to the Exhibition Center Room Tax. At the time all outstanding Bonds are fully satisfied, any excess Exhibition Center Room Tax collected but not needed for the payment of the Bonds or any reimbursement due to Appleton or a Bond Guarantor shall be reallocated to ~~_____~~ (the "the [Room Tax Clearing Account] held by the CVB accordance with the Tourism Development Fund") Entity Agreement for use of tourism promotion and tourism development in the Fox Cities Tourism Zone. ~~¶~~Notwithstanding the forgoing, Operators shall continue to collect Exhibition Center Room Tax until the respective Municipality has given notice of the termination of the Exhibition Center Room Tax.~~¶~~

Section 5.09 Governing Law

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

Section 5.10 Captions.

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

Section 5.11 Counterparts.

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

Section 5.12 Severability.

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

[Signature Pages Follow]

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

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: tony.saucerman@appleton.org

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

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: clerk-treasurer@kaukauna.org

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

CITY OF NEENAH, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: measker@ci.neenah.wi.us

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

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: dblock@vokimberly.org

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

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jfenlon@littlechutewi.org

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

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: jim.march@grandchute.net

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

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: ellen@townofneenah.com

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

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jsturgell@foxcrossingwi.gov

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

CITY OF MENASHA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

City of Menasha
Attention: Administrative Services Director
100 Main Street, Suite 200
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

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

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: administrator.sherwood@newbc.rr.com

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

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

By: _____
Its: Executive Director

ADDRESS:

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

Email: karen.harkness@appleton.org

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

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

ADDRESS:

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

Email: bruce.sherman@grandchute.net

**ACKNOWLEDGEMENT OF
AMENDED AND RESTATED COOPERATION AGREEMENT**

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

FOX CITIES PERFORMING ARTS CENTER, INC.

By _____
Title: _____

[Acknowledgement of Amended and Restated Cooperation Agreement]

EXHIBIT A

Exhibition Center Project

The Fox Cities Exhibition Center (“FCEC”) is an approximately 30,000 square foot facility with an iconic spire and glass façade overlooking Jones Park located at ~~_____~~ 355 West Lawrence Street, Appleton, Wisconsin, includes exhibition, trade show, and meeting space with state of the art technical capabilities. The exhibition space can be divided into three 10,000 square foot sections and features a pre-function space and dedicated meeting space. The FCEC also has 17,000 square feet of outdoor exhibition space that can be rented. The FCEC is connected to the Radisson Paper Valley Hotel, which offers an additional 40,000 square feet of meeting, banquet and break-out space and 390 sleeping rooms.

Costs Paid by the City of Appleton:

<u>Design Costs</u>	<u>\$ 1,823,078</u>
<u>Site Development</u>	<u>338,273</u>
<u>Construction Costs</u>	<u>28,985,083</u>
<u>Debt Issuance Costs - Private - Phase III only</u>	<u>33,055</u>
<u>Accrued Lost Interest Costs</u>	<u>285,130</u>
<u>Total Project Costs</u>	<u>\$31,464,619</u>
<u>Less: Prior Reimbursements Received by City</u>	<u>(1,153,566)</u>
Reimbursement Amount to <u>City of Appleton:</u>	
<u>\$ _____ 30,311,053</u>	

EXHIBIT B

Exhibition Center Property Description

[Legal Description Attached]

Legal Description

Parcel No. 312011600

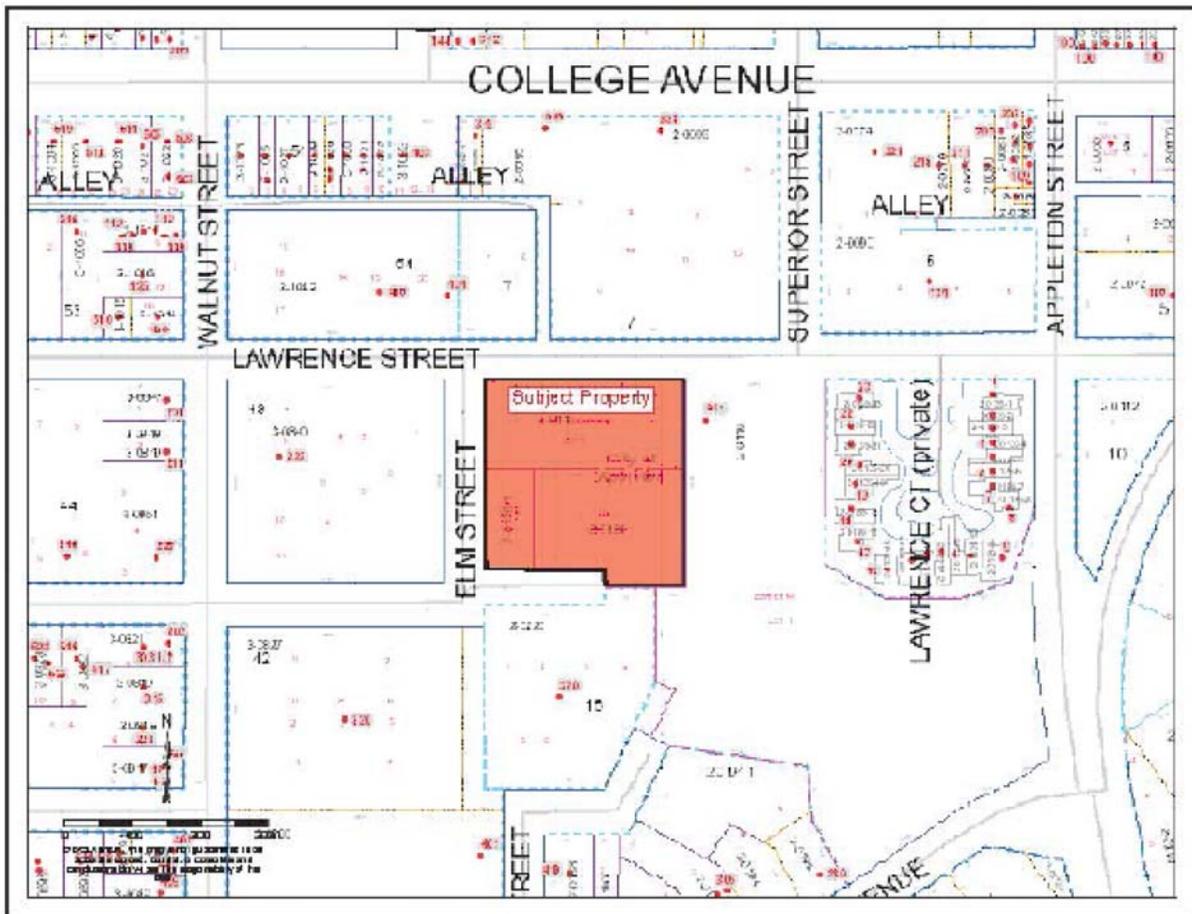
CSM 5460 Lot 1 Vol 31 Doc 1726114 being all of Lots 1,2,3,4,5,8,9,10, 11 & 12 Blk 8 Appleton Plat and Prt of Vac Eighth St

Parcel No. 312012601

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

Parcel No. 312012600

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



[Acknowledgement of Amended and Restated Cooperation Agreement]

[Acknowledgement of Amended and Restated Cooperation Agreement]

~~4847-0729-2762.5~~[4847-0729-2762.6](#)

EXHIBIT C

JOINDER AGREEMENT TO

AMENDED AND RESTATED COOPERATION AGREEMENT

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

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

_____ OF _____, WISCONSIN

By: _____

Its: _____

And: _____

Its: _____

ADDRESS:

_____ of _____

Attention: _____

_____, Wisconsin _____

Email: _____

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

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

Summary report:	
Litéra® Change-Pro TDC 10.1.0.300 Document comparison done on 3/9/2018 12:54:08 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Appleton RDA 2018 Fox Cities Exhibition Center - Amended and Restated Cooperation Agreement.docx	
Modified filename: Appleton RDA 2018 Fox Cities Exhibition Center - Amended and Restated Cooperation Agreement(1).docx	
Changes:	
Add	114
Delete	112
Move From	2
Move To	2
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	230