

**FIRST AMENDMENT TO  
AMENDED AND RESTATED INDENTURE OF TRUST AND BOND**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED INDENTURE OF TRUST AND BOND**, dated as of July \_\_, 2025 (this “Amendment”), by and between **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS (WISCONSIN)** (“Authority”) and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as successor in interest to U.S. Bank National Association, as trustee (the “Trustee”), and consented to by **OLD NATIONAL BANK** (the “Bank”);

**WITNESSETH:**

WHEREAS, the Bank is the owner of certain outstanding principal amount of the Community Development Authority of the City of West Allis, Wisconsin Redevelopment Revenue Bonds, Series 2012 (Renaissance Faire Project) (the “Bonds”), which were issued by the Authority pursuant to that certain Amended and Restated Indenture of Trust, dated as of August 5, 2020 (the “Indenture”), between Authority and the Trustee;

WHEREAS, the Bonds and Section 3.06 of the Indenture provide that the Bonds are subject to mandatory tender on August 1, 2025;

WHEREAS, the Bank and Renaissance Faire II LLC, Joel S. Lee and Edward Allis, LLC (collectively, the “Loan Parties”) entered into an Amended and Restated Forbearance Agreement, dated June 30, 2025, pursuant to which, among other things, the Loan Parties agreed to deliver an amendment to the Indenture to provide for an extension of the tender date set forth in Section 3.06 in the Indenture and the Bonds from August 1, 2025 to December 30, 2025;

WHEREAS, in accordance with Section 11.02 of the Indenture, the owners of all of the Bonds outstanding have consented to this Amendment and any and all notice requirements of the Trustee are hereby deemed satisfied.

**SECTION 1.1. Amendments to the Indenture.**

The definition of “**Tender Date**” in Section 1.01 shall be deleted in its entirety and replaced with the following:

“**Tender Date**” means December 30, 2025.

**SECTION 1.2. Amendments to the Bond.**

The reference to “**August 1, 2025**” in the second paragraph of page 4 of the Bond is hereby deleted in its entirety and replaced with “**December 30, 2025**”.

**SECTION 2. Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of such shall constitute but one and the same instrument.

SECTION 3. Applicable Provisions of Law.

This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

SECTION 4. Indenture Confirmed; Rights and Immunities of Trustee.

Except as expressly amended, modified, and supplemented by this Amendment, the Indenture remains unchanged, and the parties hereto acknowledge that it remains in full force and effect and hereby ratify, reaffirm, and confirm the Indenture in all respects. From and after the date hereof, any and all references to the Indenture in any agreement, instrument, or document shall be deemed references to the Indenture as amended, modified, and supplemented by this Amendment. Without limiting the foregoing, any and all rights, protections, and immunities granted to the Trustee in the Indenture shall pertain with equal effect to this Amendment as though fully set forth herein.

SECTION 5. WAIVER OF JURY TRIAL.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the Authority and the Trustee have caused these presents to be executed in its name by its duly authorized official or officer, as applicable, as of the date first above written.

*[Remainder of page intentionally left blank; signature page follows]*

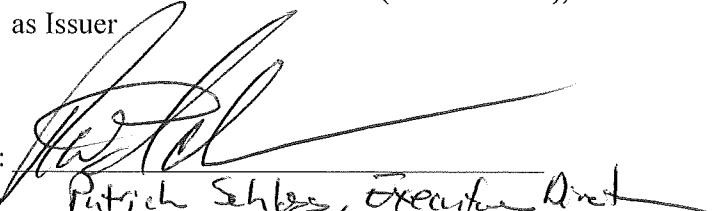
**IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS WISCONSIN has caused this Amendment to be executed by its duly authorized official and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION has caused this Amendment to be executed by its duly authorized officer, all as of the day and year first above written.**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee**

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

**COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS (WISCONSIN), as Issuer**

By:



Patrick Schles, Executive Director

Bondowner and Borrower hereby consent to this Amendment and have determined that the extension of the Tender Date does not materially adversely affect their rights or interests under the Indenture:

**OLD NATIONAL BANK,**  
as Bondowner

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

**RENAISSANCE FAIRE II LLC,**  
as Borrower

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

**IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS WISCONSIN has caused this Amendment to be executed by its duly authorized official and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION has caused this Amendment to be executed by its duly authorized officer, all as of the day and year first above written.**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee**

By: *Yvonne Siira*  
Yvonne Siira, Vice President

**COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS (WISCONSIN), as Issuer**

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

Consented to by:

**OLD NATIONAL BANK,**  
as Bondowner

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

**RENAISSANCE FAIRE II LLC,**  
as Borrower

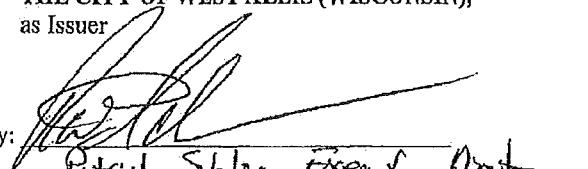
By: \_\_\_\_\_

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U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

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

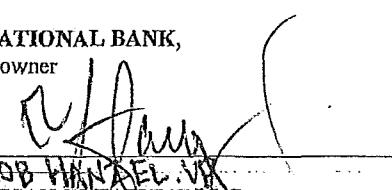
COMMUNITY DEVELOPMENT AUTHORITY OF  
THE CITY OF WEST ALLIS (WISCONSIN),  
as Issuer

By: 

Patrick Schles, Executive Director

Bondowner and Borrower hereby consent to this Amendment and have determined that the extension of the Tender Date does not materially adversely affect their rights or interests under the Indenture:

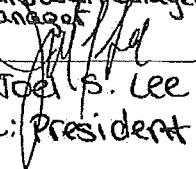
OLD NATIONAL BANK,  
as Bondowner

By: 

ROB MANDEL, III  
RENAISSANCE FAIRE II LLC,  
as Borrower

By: UGA Business Management Inc.

Its Manager

By: 

Name: Joel S. Lee,  
Title: President