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City of West Allis **Matter Summary**

7325 W. Greenfield Ave. West Allis, WI 53214

	File Number	Title		Status			
	R-2006-0202	Resolution		In Com	mittee		
	Series 2001 (State Fair Park Expo			ts to the Terms of Variable Rate Demand Revenue Bonds, tion Center, Inc. Project) and Execution of Amended and ed and Restated Loan Agreement and Collateral Documents Controlling Body: Administration & Finance Committee			
COMMI	TTEE RECON	MENDATION _	a	light		(w/rend	entousles)
ACTION	MOVE	CR SECONDER		AYE	NO	PRESENT	EXCUSED
ACTION DATE:			Barczak Czaplewski				V
AUG n 1	2004		Dobrowski				
	2006		Kopplin Lajsic	V			
			Narlock Reinke				
			Sengstock				
			Vitale Weigel				
		1	TOTAL	3	0	1	1
SIGNATO	URE OF COM	міттер мемве	ER.				
Chair	uly	Vice-	Chair		Memb	er	
СОММО	ON COUNCIL	ACTION ad	opt (w	ith und	erstandi	ny)	
ACTION	MOVE	R SECONDER		AYE	NO	PRESENT	EXCUSED
DATE:	-		Barczak Czaplewski				
8/1/01			Dobrowski	~			
51.10			Kopplin Lajsic	1			
			Narlock Reinke	/			
			Sengstock				
	-		Vitale Weigel			/	
			TOTAL	8	_	1	1



City of West Allis

7525 W. Greenfield Ave. West Allis, WI 53214

Resolution

File Number: R-2006-0202 Final Action:
AUG N 1 2006

Resolution Authorizing Amendments to the Terms of Variable Rate Demand Revenue Bonds, Series 2001 (State Fair Park Exposition Center, Inc. Project) and Execution of Amended and Restated Indenture of Trust, Amended and Restated Loan Agreement and Collateral Documents Relating to such Bonds.

WHEREAS, the City of West Allis, Wisconsin (the "City") has issued \$44,895,000 original principal amount of its Variable Rate Demand Revenue Bonds, Series 2001 (State Fair Park Exposition Center, Inc. Project) (the "Bonds") on August 1, 2001, of which \$40,795,000 remains outstanding; and

WHEREAS, the Bonds were issued under the authority of Section 66.1103 Wisconsin Statutes (the "Act") pursuant to an Indenture of Trust (the "Indenture"), dated as of August 1, 2001, from the City to Firstar Bank, National Association (now known as U.S. Bank National Association), as trustee (the "Trustee"); and

WHEREAS, the proceeds of the Bonds were loaned to State Fair Park Exposition Center, Inc. (the "Borrower") pursuant to a Loan Agreement dated as of August 1, 2001, between the City and the Borrower, and the Borrower has used the proceeds of the Bonds to finance the construction and equipping of an exposition center at State Fair Park (the "Project"); and

WHEREAS, this body has heretofore found and determined that the Project is a qualified "project" within the meaning of the Act and that the Borrower is an "eligible participant" within the meaning of the Act; and

WHEREAS, the Bonds are currently secured by a letter of credit issued by U.S. Bank National Association (the "Bank"); and

WHEREAS, by their terms, the Bonds are subject to redemption or, at the option of the Bank, purchase in lieu of redemption, on any business day; and

WHEREAS, the Bank has indicated its intention to exercise its option to purchase the Bonds in lieu of redemption; and

WHEREAS, the Borrower has now requested various amendments (the "Amendments") to the terms of the Bonds, the Indenture and the Loan Agreement, including a change in the interest rate on the Bonds to a fixed interest rate, a change in the redemption provisions of certain of the Bonds, and various other amendments embodied in an Amended and Restated Loan Agreement and an Amended and Restated Indenture of Trust, which have been presented to this body; and

WHEREAS, as a condition to exercise its option to purchase the Bonds, the Bank has required the Borrower to enter into the following agreements (collectively, the "Collateral Documents") in favor of the City, which will be assigned by the City to the Trustee to secure the Bonds: a Security Agreement granting a security interest in certain of the Borrower's personal property, an Assignment of License Agreement assigning the license agreement between the Borrower and the State Fair Park Board (the "Board"); a Leasehold Mortgage assigning the Borrower's rights in the Project and the ground lease from the Board, and an Assignment of Leases and Rents relating to the Project, all of which have been presented to this body; and

WHEREAS, the City has received and will continue to receive substantial municipal benefits from the Project, including by way of illustration but not limitation: an increase in the number of persons traveling to the City for business or recreation; retention of and more steady employment of its citizens resulting in the alleviation of unemployment within the City; stimulation for expansion of existing and new business; stimulation of private investment funds from financial institutions; and betterment of the City's environment and economy; and

WHEREAS, this body has found and determined that the financing of the Project with the Bonds has served and will continue to serve the intended accomplishments of public purpose and in all respects has conformed and will conform to the provisions and requirements of the Act; and

WHEREAS, the consent of the owner(s) of the Bonds will be obtained prior to the effectiveness of the Amendments;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis:

- 1. The Amendments are hereby approved. Effective upon the execution of the amendments and the receipt of all necessary consents by the Trustee:
- (A) The Bonds shall bear interest at a rate equal to 6.1% per annum; provided that the rate shall increase to 9.0% per annum if the Borrower is required to redeem or purchase, but fails to redeem or purchase, the Bonds on August 1, 2016 as provided in the Amended and Restated Indenture. Interest shall be calculated on the basis of a 360-day year comprising twelve 30-day months.
- (B) The Bonds shall be subject to mandatory sinking fund redemption beginning in 2017, and shall otherwise be subject to redemption, as provided in the Amended and Restated Indenture of Trust.
- (C) The Bonds shall be redesignated from the effective date of the Amendments:

CITY OF WEST ALLIS, WISCONSIN REVENUE BONDS, SERIES 2001 (STATE FAIR PARK EXPOSITION CENTER, INC. PROJECT)

2. The City hereby approves and authorizes the establishment of the Trust Funds and other accounts created under the Amended and Restated Indenture of Trust, and the application of moneys held therein as provided in the Amended and Restated Indenture of Trust.

- 3. The Amended and Restated Indenture of Trust, the Amended and Restated Loan Agreement, the Collateral Documents, and the Tax Compliance Agreement between the Borrower and the City (the "Tax Agreement"), in substantially the forms presented to this body, are hereby approved. The Mayor and Clerk are authorized and directed on behalf of the City to execute, seal and deliver the Amended and Restated Indenture of Trust, the Amended and Restated Loan Agreement, the Collateral Documents, and the Tax Agreement with such revisions, additions, or deletions as may be approved by the officers signing said documents, which approval shall be conclusively proved by their execution and delivery. Such officers are authorized to execute, either manually or by facsimile, and delivery replacement Bonds in the aggregate principal amounts set forth above in exchange for the Bonds. Such officers are also authorized to prepare or to have prepared such other documents, opinions, certificates and closing or post closing instruments as may be required by this Resolution or as may be deemed necessary by such officers, counsel for the City or bond counsel.
- 4. The continued appointment of U.S. Bank National Association as trustee under the Amended and Restated Indenture of Trust is hereby approved.
- 5. This resolution shall be effective immediately upon its adoption and approval.

ADM\ORDRES\ADMR322

ADOPTED

AUG 0 1 2006

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

be a most to face

Jeannette Bell, Mayor



August 1, 2006

To: John Stibal, Director of Development, City of West Allis Paul Ziehler, City Administrator, City of West Allis

From: Sandra Lange, President, WI Exposition Center

Re: West Allis Signage/Milwaukee Mile

Gentlemen,

I greatly appreciate your assistance with the refinancing efforts for the Wisconsin Exposition Center.

It is my understanding that as part of the refinancing agreement for the venue, the City of West Allis has requested signage placement or to modification of a sign at the Milwaukee Mile to include the words, "City of West Allis".

The City of West Allis has agreed to waive the bond issuance fee in lieu of signage or modification of a sign at the Milwaukee Mile. Although not in place as of this meeting, the Wisconsin Exposition Center is working with the Milwaukee Mile on the above request. The Wisconsin Exposition Center understands that if signage or modification of a sign cannot be accomplished, the Wisconsin Exposition Center will be responsible for a bond issuance fee, not to exceed \$10,000.

I will follow up with you within the next two weeks to brief you on the status and what progress has been made.

Again, thank you for your support.



ATTORNEYS AT LAW

777 EAST WISCONSIN AVENUE MILWAUKEE, WI 53202-5306 414.271.2400 TEL 414.297.4900 FAX www.foley.com

WRITER'S DIRECT LINE 414.297.5761 dryan@foley.com EMAIL

CLIENT/MATTER NUMBER 054577-0103

July 31, 2006

VIA HAND DELIVERY

Mr. Gary Schmid Finance Director City of West Allis, Wisconsin 7525 West Greenfield Avenue West Allis, Wisconsin 53214

Dear Gary:

Enclosed are the documents requested at Thursday's meeting. Also enclosed is the letter Brian Lanser requested.

Please call if you have any questions.

Very truly yours,

David B. Ryan

Enclosures

cc Mr. Brian G. Lanser



ATTORNEYS AT LAW

777 EAST WISCONSIN AVENUE MILWAUKEE, WI 53202-5306 414.271.2400 TEL 414.297.4900 FAX www.foley.com

WRITER'S DIRECT LINE 414.297.5761 dryan@foley.com EMAIL

CLIENT/MATTER NUMBER 054577-0103

July 31, 2006

City of West Allis, Wisconsin 7525 West Greenfield Avenue West Allis, Wisconsin 53214

Gentlemen:

We are acting as bond counsel in connection with certain proposed amendments to the terms of the City of West Allis, Wisconsin Variable Rate Demand Revenue Bonds, Series 2001 (State Fair Park Exposition Center, Inc. Project) (the "Bonds"). The Bonds were issued by the City of West Allis, Wisconsin (the "City") in 2001, and the proceeds were lent by the City to State Fair Park Exposition Center, Inc. (the "Expo Center") to finance the construction and equipping of the exposition center at State Fair Park. The Expo Center has now requested that the City agree to certain amendments to the terms of the Bonds (the "Amendments"). You have asked that we confirm that the Amendments will not adversely affect the City's status as a "qualified small issuer" for purposes of Section 265(b)(3) of the Internal Revenue Code (the "Code), with the ability to designate bonds as "qualified tax exempt obligations" for those purposes (often called "bank qualified bonds").

Under Section 265(b)(3) of the Code, a municipality may designate bonds as "qualified tax exempt obligations" during a given calendar year only if the total amount of tax exempt obligations issued and expected to be issued for governmental purposes and for the benefit of tax-exempt, nonprofit organizations (such as the Expo Center) during that year by that municipality (and certain other issuers that are aggregated for this purpose) does not exceed \$10 million. However, under Section 265(b)(3)(C)(ii)(III), refunding bonds are not included in determining compliance with the \$10 million limit, so long as the amount of the refunding bonds doesn't exceed the amount of the bonds to be refunded, and so long as the refunding is accomplished within 90 days of the issuance of the refunding bonds.

We note that the Bonds were issued in 2001, and thus the original issuance of the Bonds would not affect the City's status as a qualified small issuer for 2006. However, the changes to the terms of the Bonds effected by the Amendments will be significant enough that, for federal tax purposes, the Bonds will likely be treated as "reissued" (that is, although no new bonds are actually being issued, the amendments to the terms are treated for federal tax purposes



July 31, 2006 Page 2

as the retirement of the existing bonds and the issuance of a new issue of refunding bonds). Even assuming the Amendments result in the Bonds being treated as a new issuance in 2006, however, the Bonds would be treated as refunding bonds. Because the Amendments do not result in the actual issuance of new bonds by the City, but only the deemed exchange of old bonds for new bonds, the principal amount of the new issuance for federal tax purposes (that is, the principal amount of Bonds after the Amendments) does not exceed the principal amount of the bonds deemed to be refunded (that is, the outstanding amount of the Bonds before the Amendments), and the deemed refunding will be contemporaneous with the deemed issuance of new bonds. Therefore, the new bonds that are treated for federal tax purposes as being issued on the effective date of the Amendments will meet all of the requirements to be excluded from the \$10 million limit in Section 265(b)(3).

Thus, the Amendments will not adversely affect the City's status as a "qualified small issuer" under Section 265(b)(3) of the Code. Moreover, the Amendments will not adversely affect the treatment of any bonds previously issued by the City in 2006 and designated as "qualified tax exempt obligations" under Section 265(b)(3) of the Code.

We point out that we have made no investigation into the City's qualification as a "qualified small issuer" for 2006 or any other year, or the qualification of any bonds issued by the City as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code, and we express no opinion as to those matters.

Very truly yours,

David B. Rvan

ASSIGNMENT OF LICENSE AGREEMENT

FOR VALUE RECEIVED, STATE FAIR PARK EXPOSITION CENTER, INC., a Wisconsin nonstock corporation (the "Company"), hereby assigns and transfers to CITY OF WEST ALLIS, WISCONSIN ("Assignee"), for collateral purposes, all of Company's rights, title and interest (but not its obligations, if any) in and to that certain License Agreement for Exposition Center by and between Company and State Fair Park Board dated August 1, 2001 (the "License Agreement"), a copy of which is attached hereto as Exhibit A, including, without limitation, all rights to payments due Company under the License Agreement.

Company covenants that it will not amend, modify, release or terminate the License Agreement without the prior written approval of Assignee.

This Assignment is given as security for the performance by Company of the
obligations of Company under the Amended and Restated Loan Agreement between Company
and Assignee dated as of, 2006 (the "Loan Agreement"). Company hereby acknowledge and consents to the assignment of this Assignment by Assignee to U.S. Bank
acknowledge and consents to the assignment of this Assignment by Assignee to U.S. Bank
National Association (together with any successor under the Indenture referred to below, the
"Trustee"), as trustee under the Amended and Restated Indenture of Trust, dated as of the date
hereof, from Assignee to Trustee (the "Indenture"). Company hereby irrevocably constitutes and
appoints Trustee as its attorney-in-fact to demand, receive and enforce Company's rights with
respect to the License Agreement, to give appropriate receipts, releases and satisfactions for and
on behalf of Company and to do any and all acts relating to the License Agreement in the name
of Company or in the name of Trustee with the same force and effect as Company could do if
this Assignment had not been made; provided, however, that Trustee shall not exercise its rights
under this Assignment unless and until an Event of Default occurs under the Loan Agreement.
Company represents to Assignee that no previous assignment, sale, pledge or transfer of its
interest in the License Agreement has been made. Company agrees not to assign, sell, pledge,
transfer or otherwise encumber its interest in the License Agreement as long as any part of the
loan, or any other obligations of the Company, under the Loan Agreement remain outstand
This Assignment shall be governed by and construed in account with the internal laws of the State of Wisconsin.
internal laws of the State of Wisconsin.
Dated as of, 2006.
STATE FAIR PARK EXPOSITION
CENTER, INC.
By:
Ite

ASSIGNMENT

The undersigned City of West A title and interest in and to the above Assignme Association as trustee, and to its successor or s and Restated Indenture of Trust, dated as of [_	of West Allis, Wisconsin Revenue Bonds, Series
Dated as of,	2006.
	CITY OF WEST ALLIS, WISCONSIN
	By:
	(name printed) Its Mayor
	(SEAL)
	Attest
	(name printed) Its City Clerk
The undersigned hereby acknow	NSENT wledges, agrees and consents to the foregoing (i) d interest in and to the License Agreement and (ii) Trustee. STATE FAIR PARK BOARD
	By:

EXHIBIT A

Copy of License Agreement

Document Number	Assignment of Leases and Rent	
		Recording Area Name and Return Address
		Parcel Identification Number (PIN)

THIS ASSIGNMENT OF LEASES AND RENTS, dated as of____, 2006, is from STATE FAIR PARK EXPOSITION CENTER, INC., a Wisconsin nonstock corporation (the "Company"), to CITY OF WEST ALLIS, WISCONSIN (the "Assignee").

RECITAL

The Company hereby grants, transfers, sets over and assigns to the Assignee all of its right, title and interest in and to all leases and other agreements which now exist or hereafter may be executed by the Company for the use of the premises, or a portion thereof, described on Exhibit A attached hereto (the "Premises"), together with any extensions or renewals thereof, together with all rents, income and profits arising from the Premises or any lease and any guaranties of the lessee's obligations thereunder (each of said leases, together with all such guaranties, modifications, extensions and renewals being referred to as the "Lease" and collectively referred to as the "Leases"). This Assignment is given to secure the following (the "Obligations"): (1) the Company's obligation to repay the loan made by the Assignee pursuant to the Loan Agreement dated as of August 1, 2001 between the Company and the Assignee (such Loan Agreement, as amended and restated as of the date hereof, and as otherwise amended, modified, supplemented or restated from time to time is referred to herein as the "Loan Agreement"), (2) the payment of all other amounts which the Company has agreed to pay to the Assignee in the Loan Agreement or in any other document evidencing, securing or otherwise relating thereto (the Loan Agreement and all other such documents and instruments, as amended, modified, supplemented or restated from time to time are collectively referred to herein as the "Loan Documents"), (3) the performance by the Company of all covenants and agreements contained in the Loan Documents and (4) the payment of interest on all such obligations of the Company to the Assignee. This Assignment constitutes a perfected, absolute and present assignment of the Leases and the rents, income and profits arising from the Premises and the Leases, subject only to the license granted to the Company pursuant to the next paragraph.

Notwithstanding the foregoing perfected, absolute and present transfer and assignment of the Leases and the rents, income and profits arising from the Premises and the Leases, until an Event of Default (as defined in the Leasehold Mortgage of the Premises from the Company to the Assignee dated the date hereof) has occurred and the Assignee has sent a Notice, as hereinafter defined, to the Company as provided in paragraph 5 herein, the Company shall have a license to act as lessor under all Leases and to collect, [but not more than 31 days prior to accrual,] the rents, issues and profits arising from the Premises and the Leases, and to retain, use and enjoy the same (the "License").

The Company agrees with respect to all Leases with a term of sixty days or greater that:

1. The Company will: fulfill or perform each and every condition and covenant of the Leases to be fulfilled or performed by the lessor; deliver to the Assignee executed copies of all existing and future Leases upon the Assignee's written request; and give prompt notice to the Assignee of any written notice of default by the Company under the Leases received by the Company together with a complete copy of any such notice. After the occurrence and during the continuance of an Event of Default, the Company will: at the sole cost and expense of the Company, enforce, short of termination of the Leases, the performance or

observance of each and every material covenant and condition of the Leases by the lessee to be performed or observed; not modify or alter the terms of the Leases; not consent to any modification of the express purposes for which the Premises or any portion thereof have been leased; not terminate the terms of the Leases nor accept a surrender thereof unless required to do so by the terms of the Leases or unless the lessee is in default; not commence any action for ejectment or any summary proceedings for dispossession of any lessee under any Lease or exercise any right of recapture provided in any Lease; not anticipate the rents thereunder for more than 31 days prior to accrual; notify in writing each and every present or future lessee or occupant of the Premises or of any part thereof that any security or other deposit delivered to the Company has been assigned and delivered to the Assignee; not waive or release any lessee from any obligation or condition to be performed by such lessee; not consent to any assignment of the lessees' interest in the Leases which will relieve the lessees named therein of liability for the payment of rent and the performance of the terms and covenants of the Leases; not consent to any subletting of the Premises or any part thereof, to any assignment of any Lease by the lessee thereunder or to any assignment or further subletting of any sublease; not pledge, transfer, mortgage or otherwise encumber or assign future payments of rents; keep the Leases in full force and effect irrespective of any merger of the interests of the lessor and the lessee; and furnish to the Assignee rental insurance in amount, form and written by companies satisfactory to the Assignee.

- 2. The rights assigned hereunder include all of the Company's right and power to modify the Leases, or to terminate the terms, or to accept a surrender thereof, or to waive or release the lessees from the performance or observance of any obligation or condition thereof, or to anticipate rents thereunder for more than 31 days prior to accrual. After the occurrence and during the continuance of an Event of Default, the Company will not lease or otherwise permit the use of all or any portion of the Premises for rent that is below the fair market rent for such property.
- 3. After the occurrence and during the continuance of an Event of Default, at the Company's sole cost and expense, the Company will appear in and defend any action growing out of or in any manner connected with the Leases or the obligations or liabilities of the lessor, the lessees or any guarantor thereunder.
- 4. The occurrence an Event of Default, as defined in the Loan Agreement, shall constitute an "Event of Default" hereunder.
- 5. After the occurrence and during the continuance of an Event of Default, the Assignee may, at its option, execute and deliver, by depositing in the United States mail, postage prepaid, certified mail, addressed to the Company at the address set forth in the Loan Agreement a notice declaring that by reason of the occurrence of an Event of Default, the Assignee thereby declares that constructive possession of the Premises is thereupon vested in the Assignee and that the License is terminated (the "Notice"). The Notice shall not be deemed ineffective or deficient by reason of the fact that it may contain any matter or matters in addition to the foregoing. The Notice shall be in effect immediately upon its receipt. After the giving of the Notice, the Assignee, at its option, without further notice and without regard to the adequacy of security for the Obligation and without releasing the Company from any Obligation, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be

appointed by a court, may enter upon, take possession of and operate the Premises; make, enforce, modify and accept the surrender of the Leases; obtain and evict tenants; fix or modify rents; perform any other obligations of the lessor under the Leases; do any act that the Company failed to do as provided for herein or in any Lease and do any act which the Assignee deems proper to protect the security hereof or the rights and powers of the Assignee hereunder until all the Obligations are paid in full, and either with or without taking possession of the Premises, and in its own name or in the name of the Company sue for or otherwise collect and receive all rents. issues and profits, including those past due and unpaid, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees. The Company agrees to pay, immediately upon demand, all sums expended by the Assignee under the authority hereof, together with interest thereon at the rate then borne by the Bonds and the same shall be added to the Obligations and shall be secured hereby. Any income received from the Premises by the Assignee, less costs and expenses of operation and collection, including reasonable attorneys' fees, shall be applied upon the Obligations in such order as provided in the Indenture, and the excess of the amount necessary to pay all the Obligations shall be paid to the Company. The entering upon and taking possession of the Premises, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default.

- 6. The Assignee shall not be obligated to perform or discharge any obligation under the Leases by reason of this Assignment, and the Company hereby agrees to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Leases. Should the Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the then borne by the Bonds, shall be secured hereby, and the Company shall reimburse the Assignee therefor immediately upon demand.
- The Company hereby consents to and irrevocably authorizes and directs the tenants under the Leases, and any successors to the interests of said tenants, upon receipt of the Notice from the Assignee to pay to the Assignee the rents and other amounts due or to become due under the Leases. The tenants shall have the right to rely upon the Notice from the Assignee and shall pay such rents and other amounts to the Assignee without any obligation or right to determine the actual existence of the right of the Assignee to receive such rents and other amounts, notwithstanding any notice from or claim of the Company to the contrary. The Company shall have no right or claim against said tenants for any such rents and other amounts so paid by said tenants to the Assignee. The Company hereby agrees that, at the request of the Assignee, the Company will furnish each tenant under the Leases with a true and complete copy of this Assignment and use its best efforts to obtain for the Assignee an acknowledgment from each such tenant under any Lease exceeding 90 days that such tenants has received a copy of this Assignment.
- 8. This Assignment is supplemental to and not in substitution for any assignment of rents contained in any other Loan Document. The remedies provided herein are

independent of any other remedies provided in the Loan Agreement or any other Loan Documents. The Assignee's exercise of any remedy provided herein or in the Loan Documents for a default shall not be construed as a waiver of the Assignee's right to exercise any other remedy provided herein or in the Loan Documents for that same or any subsequent default. Furthermore, the Assignee's failure to exercise its right to receive any rents, income or profits to which it is entitled by this Assignment shall not affect or be construed as a waiver of the Assignee's right to receive any subsequently accruing rents, income or profits.

- 9. Nothing herein contained and no actions taken pursuant to this Assignment (short of actually taking physical possession of the Premises) shall be construed as constituting the Assignee as a mortgagee in possession.
- 10. Upon request by the Assignee, the Company agrees to transfer and assign to the Assignee any and all specific Leases with a term in excess of 90 days that the Assignee identifies in a written notice to the Company. Such transfer or assignment by the Company shall be upon the same or substantially the same terms and conditions as are contained herein. The Company properly will file or record such assignment, at the Company's expense, if requested by the Assignee.
- All rights, powers and remedies provided in this Assignment are intended to be exercised only to the extent that such exercise does not violate any applicable provision of law and are intended to be limited to the extent necessary to not render this Assignment invalid or unenforceable under any applicable law. If any term of this Assignment is held to be invalid, illegal, or unenforceable, then the validity of other terms are intended to remain unaffected.
- 12. All notices or other communications required or permitted to be given by this Assignment shall be in writing and shall be delivered or mailed in the manner, and shall be effective at the time, specified in the Loan Agreement.
- 13. This Assignment shall be governed by and construed under the laws of the State of Wisconsin.
- 14. This Assignment benefits the Assignee, its successors and assigns, and binds the Company, its successors and assigns.
- 15. The Company hereby acknowledges and consents to the assignment of this Assignment by the Assignee to U.S. Bank National Association (together with any successor under the Indenture referred to below, the "Trustee"), as trustee under the Amended and Restated Indenture of Trust, dated as of the date hereof, from the Assignee to Trustee (the "Indenture").

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STATE FAIR PARK EXPOSITION CENTER, INC.

		By:	
STATE OF WISCONSIN MILWAUKEE COUNTY)) SS)		
This instrume	ent was acknowled	ged before me on of State Fair Park	, 2006 by Exposition Center, Inc.
		Notary Public, State of My Commission (expire	

ASSIGNMENT

title and interest in and to the above Assignmen Association as trustee, and to its successor or su and Restated Indenture of Trust, dated as of	ccessors as trustee, under that certain Amended, 2006, by and between the undersigned, Wisconsin Revenue Bonds, Series 2001 (State
Dated as of, 2	006.
	CITY OF WEST ALLIS, WISCONSIN
	By:
	(name printed) Its Mayor (SEAL)
	Attest
	(name printed) Its City Clerk
STATE OF WISCONSIN)) SS MILWAUKEE COUNTY)	
City Clerk, respectively, of the City of West Al known to me to be the same persons who execu	2006, before me, a Notary Public in and for said and the Mayor and lis, Wisconsin, to me personally known and ted the within instrument, who acknowledged the voluntary act and deed of said officers on behalf
IN WITNESS WHEREOF, I have	ve hereunto set my hand and official seal.
	(name printed) Notary Public My Commission: [Notarial Seal]

EXHIBIT A

Legal Description

That part of the Southeast 1/4 of Section 33, in Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of said Southeast 1/4; thence North 88" 07' 04" East, on and along the south line of said Southeast 1/4, 524.73 feet; thence North 02" 26' 18" West, 184.38 feet to the point of beginning; thence continuing North 02" 26' 18" West, 755.00 feet; thence North. 88" 07'04" East, parallel with said south line, 434.00 feet; thence South 02" 26' 18" East, 755.00 feet; thence South 88" 07' 04" West, 434.00 feet to the point of beginning.

MILW_2040690.2		
	This instrument was drafted by]

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of	, 2006, is between
STATE FAIR PARK EXPOSITION CENTER, INC., a Wisconsin corp	poration (the "Company")
and CITY OF WEST ALLIS, WISCONSIN, (the "Secured Party").	

RECITALS

The Company acknowledges the following:

- A. Pursuant to a Loan Agreement dated as of August 1, 2001 (such agreement, as amended and restated by an Amended and Restated Loan Agreement dated as of the date hereof and as further amended, revised, supplemented or restated from time to time, the "Loan Agreement") between the Company and the Secured Party, the Secured Party has issued its Bonds (as defined in the Loan Agreement).
- B. The Bonds are being purchased in lieu of redemption on the date hereof pursuant to an Indenture of Trust dated as of August 1, 2001 between the Secured Party and Firstar Bank, National Association (now known as U.S. Bank National Association).
- C. The purchaser of the Bonds requires, as a condition of agreeing to purchase the Bonds, that the Company shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

AGREEMENTS

In consideration of the Recitals and to induce the Secured Party to and execute and deliver said Amended and Restated Loan Agreement, the Company hereby agrees with the Secured Party as follows:

1. <u>Definitions</u>. Capitalized terms not defined herein have the meanings ascribed to them in the Loan Agreement. As used in this Agreement, the following terms have the following meanings:

"Accounts" means "Accounts" as defined in the Wisconsin Uniform Commercial Code.

"Chattel Paper" means a record or records that evidence both a monetary obligation owed to the Company and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods or a lease of specific goods and license of software used in the goods.

"Collateral" means all of the Company's right, title and interest in and to the following, whether now owned and existing or hereafter created or acquired, wherever

located, together with all additions and accessions and all proceeds and products thereof: all Accounts, Chattel Paper, Instruments, Investment Property, Equipment, Inventory, General Intangibles, Deposit Accounts, documents, letter of credit rights, any supporting obligations relating to the foregoing, any insurance coverage relating to the foregoing and all books and records of the Company pertaining to any of the foregoing.

"Copyrights" means the copyrights, whether statutory or common law, registered or unregistered, and copyright applications now or hereafter owned by the Company, and (a) all renewals and extensions thereof, (b) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including without limitations payments tinder all Licenses entered into connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) copyrights, copyright registrations and copyright applications and any other rights corresponding thereto throughout the world.

"<u>Deposit Account</u>" means a demand, time, savings, passbook, or similar account maintained with a bank, savings and loan association, savings bank, credit union or trust company, but excluding investment property and any account evidenced by an instrument.

"Equipment" means all machinery, equipment and fixtures owned by the Company and, to the extent legally assignable and permitted under the lease or other applicable agreement, all leases and agreements for use of machinery, equipment and fixtures leased by the Company, and all modifications, alterations, repairs, substitutions and replacements thereof or thereto.

"Event of Default" means the occurrence of any of the following: (a) an "Event of Default" under the Loan Agreement, (b) any representation made by the Company in this Agreement is false in any material respect on the date as of which made or (c) the Company fails to timely comply with any of its obligations under this Agreement and such failure continues and the continuance thereof for a period of 30 days after receipt by the Company of written notice from the Secured Party specifying such default and requesting that it be cured; provided, however, that if the default is capable of being cured, but not within such 30 day period, such default shall not become an Event of Default if the Company institutes reasonable corrective action within such period and pursues such action diligently until such default is cured.

"General Intangibles" means "General Intangibles" as defined in the Wisconsin Uniform Commercial Code.

"Instrument" means a negotiable instrument owned by the Company or any other writing owned by the Company which evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease and is of a type that in the ordinary course of business is transferred by delivery with any necessary indorsement or assignment.

"<u>Intellectual Property</u>" means the Patents, Copyright, Trademarks, Trade Secrets and Licenses.

"Inventory" means all of the Company's inventory, including all goods held for sale, lease or demonstration or to be furnished under contracts of service, all goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in the Company's business.

"Investment Property" means "Investment Property" as defined in Wisconsin Statutes section 409.115.

"Licenses" means license agreements with any other Person with respect to a patent, patent application, trademark, trademark registration, trademark application, copyright or copyright application whether the Company is a licensor or licensee under any such license agreement, and (a) all renewals, extensions, supplements and continuations thereof, (b) income, royalties, damages and payments now or hereafter due and/or payable to the Company with respect thereto and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) all other rights corresponding thereto throughout the world.

"Patents" means the patents and patent applications, and the inventions and improvements described and claimed therein now or hereafter owned by the Company, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof and (d) patents, patent applications and any other rights corresponding thereto throughout the world.

"Secured Obligations" means all obligations owed by the Company to the Secured Party pursuant to the Loan Agreement.

"Trademarks" means trademarks (including trade names and service marks), trademark registrations, excluding "intent-to-use" applications or registrations, and trademark applications now or hereafter owned by the Company, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) trademarks, trademark registrations, trademark applications and any other rights corresponding thereto throughout the world and (e) all of the goodwill of the Company's business connected with and symbolized by the foregoing.

"Trade Secrets" means common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of the Company, whether or not such trade secret has been reduced to a writing or other tangible form, including all documents embodying, incorporating or referring in any way to such trade secret, all trade secret licenses and including the right to sue for and to enjoin in to collect damages for the actual or threatened

misappropriation of any trade secret and for the breach or enforcement of any such trade secret license.

- 2. Grant of Security Interest. The Company grants the Secured Party a security interest in the Collateral, whether now owned or hereafter created or acquired, to secure the payment and performance of the Secured Obligations, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362 of the United States Bankruptcy Code, or otherwise), and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from the Secured Party as a preference, fraudulent transfer or otherwise.
- 3. <u>Representations and Warranties of the Company</u>. The Company represents and warrants to the Secured Party that:
- (a) The Collateral owned by the Company is free of all liens or encumbrances [other than Permitted Liens] and no financing statement (other than those in favor of the Secured Party and the holders of Permitted Liens) is on file covering any of the Collateral.
- (b) Each Account and any Chattel Paper constituting Collateral as of this date arose from the performance of services by the Company or from a bonafide sale or lease of property, services, or goods which have been delivered or shipped to the account debtor and for which goods the Company has genuine invoices, shipping documents or receipts.
- (c) Each Account and any Chattel Paper constituting Collateral is genuine and enforceable against the account debtor according to its terms and complies in all material respects with all applicable laws and regulations. Any amount represented by the Company to the Secured Party as owed by each account debtor is the amount actually owing and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed its liability. [The Company has no knowledge, other than as disclosed in writing to the Secured Party, of the existence of any facts which might materially impair the credit standing of any account debtor.] [Other than as disclosed in writing to the Secured Party, there has been no default under the terms of any Collateral and the Company has taken no action to foreclose any security interest in favor of the Company or otherwise enforce the payment of the amount due.]
- (d) The Company's jurisdiction of incorporation is Wisconsin. The Company's place of business or, if more than one, its chief executive office, and the place where the Company keeps its records concerning Accounts and would keep all originals of any Chattel Paper, is 8200 West Greenfield Avenue, West Allis, Wisconsin. All Equipment and Inventory is located at the locations set forth in Exhibit A attached hereto except for Inventory in transit in the ordinary course of the Company's business. As of the date of this Agreement, no Inventory is stored with a bailee, warehouseman, processor or similar Person except as identified on Exhibit A and the location of all Consigned Inventory is identified on Exhibit A.

- (e) Exhibit B contains the description of all real estate to which any Collateral is affixed.
- (f) With respect to any existing Intellectual Property the loss, impairment or infringement of which might have a material adverse effect on the Company's financial position:
- (i) The Intellectual Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;
 - (ii) The Intellectual Property is valid and enforceable;
- (iii) The Company has made all necessary filings and recordations to protect its interests in such Intellectual Property, including without limitation, recordation of all of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices throughout the world and its claim to the Copyrights in the United States Copyright Office and in corresponding offices throughout the world;
- (iv) The Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Intellectual Property, free and clear of any liens, charges and encumbrances, including pledges, assignments, licenses, shop rights and covenants by the Company not to sue third persons; and
- (v) [No claim has been made that the use of such Intellectual Property does or may violate the asserted rights of any third party.]

The Company owns directly, or is entitled to use by license or otherwise, all Intellectual Property used in, and necessary for or of importance to, the conduct of the Company's business.

4. <u>Company Remains Liable</u>. Anything contained herein to the contrary notwithstanding, (a) the Company shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Secured Party of any of its rights hereunder shall not release the Company from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) the Secured Party shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Company thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

5. Further Assurances.

(a) The Company agrees that from time to time, at the expense of the Company, the Company will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, in the reasonable judgment of the Secured Party, in order to perfect and protect any security interest granted or

purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Company will: (i) at the request of the Secured Party, mark conspicuously each item of Chattel Paper and, upon the occurrence and during the continuance of an Event of Default, each of its records pertaining to the Collateral, with a legend, in form and substance reasonably satisfactory to the Secured Party, indicating that such Collateral is subject to the security interest granted hereby, (ii) at the request of the Secured Party, deliver and pledge to the Secured Party hereunder all Instruments and all original counterparts of any Chattel Paper constituting Collateral, duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Secured Party, (iii) at the request of the Secured Party, cooperate with the Secured Parry in obtaining a control agreement in form and substance reasonably satisfactory to the Secured Party with respect to Collateral consisting of Investment Property, Deposit Accounts, letter of credit rights and electronic Chattel Paper, (iv) file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, in the reasonable judgment of the Secured Party, in order to perfect and preserve the security interests granted or purported to be granted hereby, (v) at any reasonable time and upon reasonable notice, upon request by the Secured Party, exhibit the Collateral to and allow inspection of the Collateral by the Secured Party and (vi) at the reasonable request of the Secured Party, appear in and defend any action or proceeding that may affect the Company's title to or the Secured Party's security interest in all or any part of the Collateral.

- (b) The Company hereby authorizes the Secured Party to file one or more financing or continuation statements, relative to all or any part of the Collateral without the signature of the Company.
- (c) The Company will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

6. <u>Certain Covenants of the Company</u>. The Company shall:

- (a) not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral, except where such violation would not reasonably be expected to have a material adverse effect upon the financial condition or business operations of the Company;
- (b) notify the Secured Party of any change in the Company's name, identity, organizational structure or state of incorporation at least 30 days prior to such change;
- (c) promptly notify the Secured Party of any change in the Company's chief place of business, chief executive office or the office where the Company keeps its records regarding the Accounts and all originals of any Chattel Paper;

- (d) pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; and
- (e) use best efforts to obtain all third party consents required with respect any material General Intangible or other contract right excluded from the definition of Collateral hereunder because of a valid and enforceable restriction prohibiting the Company from granting a security interest in such item of personal property until such consent is so obtained.
- 7. Special Covenants With Respect to Equipment and Inventory. The Company shall:
- (a) keep the Equipment and Inventory (other than Inventory in-transit in the ordinary course of business) at the places therefor specified on Exhibit A annexed hereto or at such other places in jurisdictions where all action that may be necessary or desirable, in the reasonable judgment of the Secured Party, in order to perfect and protect any security interest granted or purported to be granted hereby, or to enable the Secured Party to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory shall have been taken (it being acknowledged that all such actions have been taken under current law with respect to any location in the United States);
- (b) cause the Equipment necessary in the Company's operations to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with the Company's past practices, and make or cause to be made all repairs, replacements and other improvements in connection therewith that are necessary or desirable to such end. The Company shall promptly furnish to the Secured Party a statement respecting any loss or damage in an amount exceeding \$25,000 to any of the Equipment; and
- (c) keep correct and accurate records of the Inventory, itemizing and describing the kind, type and quantity of Inventory, the Company's cost therefor and (where applicable) the current list prices for the Inventory.
- 8. <u>Insurance</u>. The Company shall, at its own expense, maintain insurance with respect to the Equipment and Inventory against loss by fire, extended coverage perils and such other hazards as the Secured Party shall reasonably require, in amounts not less than the replacement cost of such Equipment and Inventory with reasonable deductible amounts. All insurance policies shall be issued by an insurance company or companies reasonably acceptable to the Secured Party.

[The Company shall cause the issuer of each insurance policy to issue a certificate of insurance naming the Secured Party as an additional insured, lender's loss payee and mortgagee and containing an agreement by the insurer that the policy shall not be terminated or modified without at least 30 days' prior written notice to the Secured Party, and the Company shall deliver each such certificate to the Secured Party. In the event of any loss or casualty

which is covered by insurance, the Company shall give immediate notice of such loss or casualty to the Secured Party and the Company grants to the Secured Party the right to make proof of such loss or damage if the Company fails to promptly provide such proof to the issuer of the insurance policy. If an Event of Default has occurred and is continuing, the Secured Party is authorized and empowered by and on behalf of the Company to settle, adjust or compromise any claims for loss, damage or destruction under any such insurance policy.]

The insurance proceeds from a loss shall be paid to the Trustee for deposit in the Insurance and Condemnation Proceeds Fund if and to the extent required by the Loan Agreement and used as provided in the Loan Agreement.

9. Special Covenants With Respect to Accounts.

- (a) The Company shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Accounts, and all originals of any Chattel Paper, at the location therefor specified in section 3(d) or at such other location in a jurisdiction where all action that may be necessary or desirable, in the reasonable judgment of the Secured Party, in order to perfect and protect any security interest granted or purported to be granted hereby, or to enable the Secured Party to exercise and enforce its rights and remedies hereunder, with respect to the Accounts shall have been taken (it being acknowledged that all such actions have been taken under current law with respect to any location in the United States). The Company will hold and preserve such records and Chattel Paper and will permit representatives of the Secured Party at any reasonable time, upon reasonable prior notice, during normal business hours to inspect and make abstracts from such records and Chattel Paper, and the Company agrees to render to the Secured Party, at the Company's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.
- Except as otherwise provided in this subsection (b), the Company shall continue to collect, at its own expense, all amounts due or to become due to the Company under the Accounts. In connection with such collections, the Company may take such action as the Company may deem necessary or advisable to enforce collection of amounts due or to become due under the Accounts; provided, however, that the Secured Party shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to the Company of its intention to do so, to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Secured Party and to direct such account debtors or obligors to make payment of all amounts due or to become due to the Company thereunder directly to the Secured Party, to notify each Person maintaining a lockbox or similar arrangement to which account debtors or obligors under any Accounts have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Secured Party and, upon such notification and at the expense of the Company, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Company might have done. After receipt by the Company of the notice from the Secured Party referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including checks and other instruments) received by the Company in respect of the Accounts shall be received in trust for the benefit of

the Secured Party hereunder, shall be segregated from other funds of the Company and shall be forthwith paid over or delivered to the Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by section 21 hereof, and (ii) the Company shall not adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

10. Special Covenants With Respect to Intellectual Property.

- (a) The Company shall not enter into any agreement, including any license agreement, which is inconsistent with the Company's obligations under this Agreement without the Secured Party's prior written consent.
- (b) The Company shall not, unless the Company shall reasonably and in good faith determine (and notice of such determination shall have been delivered to the Secured Party) that any of the Patents is of negligible economic value to the Company, do any act, or omit to do any act, whereby any of the Patents may lapse or become abandoned or dedicated to the public or unenforceable.
- (c) The Company shall not, and the Company shall not permit any of its licensees to, unless the Company shall reasonably and in good faith determine (and provide notice of such determination to the Secured Party) that any of the Trademarks is of negligible economic value to the Company:
- (i) Fail to continue to use any of the Trademarks in order to maintain all of the Trademarks in full force free of any claim of abandonment for non-use;
- (ii) Fail to maintain the quality of products and services offered under the Trademarks;
- (iii) Fail to employ all of the Trademarks registered with any federal or state or foreign authority with an appropriate notice of such registration;
- (iv) Adopt or use any other Trademark which is confusingly similar or a colorable imitation of any of the Trademarks;
- (v) Use any of the Trademarks registered with any federal or state or foreign authority except for the uses for which such registration or application for registration has been made; or
- (vi) Do or permit any act or knowingly omit to do any act whereby any of the Trademarks may lapse or become invalid or unenforceable.
- (d) The Company shall not, unless the Company shall reasonably and in good faith determine (and provide notice of such determination to the Secured Party) that any of the Copyrights or any of the trade secrets is of negligible economic value to the Company, do or permit any act or knowingly omit to do any act whereby any of the Copyrights or any of the

trade secrets may lapse or become invalid or unenforceable or placed in the public domain except upon the expiration of an unrenewable term of a registration thereof.

- (e) The Company shall notify the Secured Parry immediately upon obtaining knowledge that any application or registration relating to any material item of the Intellectual Property may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart thereof or any court), regarding the Company's ownership of any of the Intellectual Property, its right to register the same or to keep and maintain and enforce the same.
- (f) Promptly upon the filings of an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country the Company shall promptly inform the Secured Party. Upon the request of the Secured Party, the Company shall execute and deliver any and all agreements, instruments and documents as the Secured Party may reasonably request to evidence the Secured Party's security interest in such Intellectual Property and the goodwill of the Company relating thereto or represented thereby.
- (g) The Company shall take all necessary steps to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and maintain the registration of, the Intellectual Property (except to the extent that dedication, abandonment or invalidation is permitted under sections 10(b), (c) or (d)).
- Secured Party, effective upon the occurrence of an Event of Default, the nonexclusive right and license to use all Intellectual Property owned or used by the Company that relate to the Collateral, together with any goodwill associated therewith, all to the extent the Company has the right to grant such license and to the extent necessary to enable the Secured Party, to use, possess and realize on the Collateral and to enable any successor or assign to enjoy the benefits of the Collateral. This right and license shall inure to the benefit of all successors, assigns and transferees of the Secured Party and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and license is granted free of charge, without requirement that any monetary payment whatsoever be made to the Company.

12. <u>Transfers and Other Liens</u>. The Company shall not:

- (a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except in the ordinary course of business; or
- (b) except for Permitted Liens, create or suffer to exist any Lien upon or with respect to any of the Collateral.
- 13. <u>Secured Party Appointed Attorney-in-Fact</u>. The Company hereby irrevocably appoints the Secured Party as the Company's attorney-in-fact, with full authority in the place and stead of the Company and in the name of the Company, the Secured Party or

otherwise, from time to time in the Secured Party's discretion upon the occurrence and during the continuation of an Event of Default, to take any action and to execute any instrument that the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including,:

- (a) to obtain and adjust insurance required to be maintained by the Company or paid to the Secured Party pursuant to section 8;
- (b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (c) to receive, endorse and collect any drafts or other instruments, documents and Chattel Paper in connection with clauses (a) and (b) above;
- (d) to file any claims or take any action or institute any proceedings that the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral;
- (e) to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Secured Party in its sole discretion, any such payments made by the Secured Party shall constitute Secured Obligations hereunder, due and payable immediately without demand;
- (f) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with Accounts and other documents relating to the Collateral; and
- (g) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option, and the Company's expense, at any time or from time to time, all acts and things that the Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as the Company might do.
- 14. <u>Secured Party May Perform</u>. If the Company fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Company, shall bear interest at a rate equal to the rate then borne by the Bonds until paid and shall constitute Secured Obligations hereunder.
- 15. <u>Standard of Care</u>. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve

rights against prior parties or any other rights pertaining to any Collateral. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property. The Secured Party may comply with any applicable state or federal law requirements in connection with the disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of such disposition.

16. Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party may exercise in respect of the Collateral, in addition to all other tights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "Code") (whether or not the Code applies to the affected Collateral), and also may (a) require the Company to, and the Company hereby agrees that it will at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to the Secured Party and the Company, (b) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (c) exercise any and all of its rights under any control agreement relating to any Deposit Account, any item of Investment Property, any letter of credit right or any item of electronic Chattel Paper, including transferring any Deposit Account or item of Investment Property into the name, or possession of, Secured Party and giving any control notices, entitlement notices or entitlement orders, (d) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent requested by the Secured Party; provided, however, the Secured Party shall have no obligation to process, repair or recondition the collateral prior to disposition, and (e) without notice except as specified below, with or without having taken possession, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Parry's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as may be commercially reasonable. To the extent commercially reasonably, the Secured Party may specifically disclaim any warranties of title or the like at any such sale. The Secured Party may be the purchaser of any or all of the Collateral at any such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of the Company, and the Company hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Company agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to the Company of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the extent permitted by law, the Company hereby waives any claims against the Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree.

The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

- 17. No Marshalling. The Secured Party has no obligation to, and the Company waives any right it may have to require the Secured Party to, marshal any assets in favor of the Company, or against or in payment of any of the Secured Obligations.
- 18. <u>Sales on Credit</u>. If the Secured Party sells any of the Collateral upon credit, the Company will be credited only with payments actually made by the purchaser, received by the Secured Party and applied to the Secured Obligations. In the event that the purchaser fails to pay for the Collateral, the Secured Party may resell the Collateral and the Secured Obligations will be credited with the proceeds of such sale.
- 19. <u>Deficiency Judgments</u>. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, the Company shall be liable for the deficiency and the reasonable fees of any attorneys employed by the Secured Party to collect such deficiency. If it is determined by an authority of competent jurisdiction that a disposition by the Secured Party did not occur in a commercially reasonable manner, the Secured Party may obtain a deficiency from the Company for the difference between the amount of the Secured Obligations foreclosed and the amount that a commercially reasonable sale would have yielded.
- 20. <u>Retention of Collateral</u>. The Secured Party will not be considered to have offered to retain the Collateral in satisfaction of the Secured Obligations unless the Secured Party has entered into a written agreement with the Company to that effect.
- Application of Proceeds. Except as expressly provided elsewhere in this Agreement, all proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied by the Secured Party, unless otherwise required by law, to the Secured Obligations in such amounts and order as the Secured Party in its sole discretion may determine.
- 22. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of the Secured Obligations, (b) be binding upon the Company, its successors and assigns, and (c) inure, together with the rights and remedies hereunder, to the benefit of the Secured Party and its successors, transferees and assigns. Upon the final payment in full of all Secured Obligations and the termination of all of the Secured Party's commitments related thereto, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Company. Upon any such termination the Secured Party will, at the Company's expense, execute and deliver to the Company such documents as the Company shall reasonably request to evidence such termination.
- 23. <u>Amendments: No Waiver</u>. No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by the Company therefrom, shall in any event be effective unless the same shall be in writing and signed by the Secured Party and the Company. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No other act, including but

not limited to a failure to exercise or a delay in exercising any right, power or privilege hereunder, on the part of the Secured Party shall be deemed to be a waiver of such right, power or privilege or an acquiescence of any Default or Event of Default.

- 24. <u>Notices</u>. All notices provided for herein shall be in writing and shall be sent in the manner and to the addresses and shall be effective as provided in the Loan Agreement.
- 25. <u>Severability</u>. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- 26. <u>Headings</u>. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

- OBLIGATIONS OF THE COMPANY HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE CODE PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF WISCONSIN; PROVIDED THAT THE SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW. Unless otherwise defined herein or in the Loan Agreement, terms used in Articles 8 and 9 of the Uniform Commercial Code in the State of Wisconsin are used herein as therein defined.
- 28. <u>Assignment to Trustee</u>. The Company hereby acknowledge and consents to the assignment of this Agreement by the Secured Party to U.S. Bank National Association (together with any successor under the Indenture referred to below, the "Trustee"), as trustee under the Amended and Restated Indenture of Trust, dated as of the date hereof, from the Secured Party to Trustee (the "Indenture").

CENTER, INC.	
By:	
CITY OF WEST ALLIS, WISCONSIN	
By:	

STATE FAIR PARK EXPOSITION

ASSIGNMENT

title and interest in and to the above Securi trustee, and to its successor or successors a Indenture of Trust, dated as of, 2	est Allis, Wisconsin, hereby assigns all of ity Agreement to U.S. Bank National Associates trustee, under that certain Amended and 12006, by and between the undersigned and a Revenue Bonds, Series 2001 (State Fair Pader said Indenture.	iation as Restated said trustee,
Dated as of	, 2006.	
	CITY OF WEST ALLIS, WISCONS	SIN
	Ву:	
	(name printed) Its Mayor	
	(SEAL)	
	Attest	
	(name printed) Its City Clerk	

EXHIBIT A

Location of Equipment and Inventory

EXHIBIT B

Description of Real Estate to Which Collateral Is Affixed

Document Number	Leasehold Mortgage	
		Recording Area
		Name and Return Address
		Parcel Identification Number (PIN)

THIS MORTGAGE, dated as of_____, 2006, is from STATE FAIR PARK EXPOSITION CENTER, INC., a Wisconsin nonstock corporation (the "Company"), to CITY OF WEST ALLIS, WISCONSIN (the "Mortgagee").

RECITAL

This Mortgage is given to secure the following (the "Obligations"): (1) the Company's obligation to repay the loan made by the Mortgagee pursuant to the Loan Agreement dated as of August 1, 2001 between the Company and the Mortgagee (such Loan Agreement, as amended and restated as of the date hereof, and as otherwise amended, modified, supplemented or restated from time to time is referred to herein as the "Loan Agreement"), (2) the payment of all other amounts which the Company has agreed to pay to the Mortgagee in the Loan Agreement or in any other document evidencing, securing or otherwise relating thereto (the Loan Agreement and all other such documents and instruments, as amended, modified, supplemented or restated from time to time are collectively referred to herein as the "Loan Documents"), (3) the performance by the Company of all covenants and agreements contained in the Loan Documents and (4) the payment of interest on all such obligations of the Company to the Mortgagee.

AGREEMENTS

In consideration of the Recital and to induce the Mortgagee to enter into said amendment and restatement of the Loan Agreement on the date hereof, the Company agrees as follows:

- 1. <u>Mortgage</u>. The Company hereby mortgages, conveys and assigns to the Mortgagee, its successors and assigns, and grants to the Mortgagee a security interest in:
- 1.1 All of the Company's interest in the real estate described on Exhibit A attached hereto (the "Land"), together with all buildings, structures, fixtures and all other improvements now or hereafter constructed or located thereon (the "Improvements") including, without limitation, the leasehold interest of the Company under a ground lease from State Fair Park Board and the Company [dated as of August 1, 2001] (the "Ground Lease") (the Land and the Improvements are herein collectively called the "Premises").
- 1.2 All of the following, which, with the Premises are (except where the context otherwise requires) herein collectively called the "Mortgaged Property":
- 1.2.1 all reversionary rights, title and interest in and to the highways, roads, streets and alleys bordering on or adjacent to the Land and replacements thereof, and all of the rights, privileges, tenements, hereditaments and appurtenances now or hereafter belonging to or in any way appertaining to the Land, or any part thereof, and all reversions or remainders and all rents, issues and profits of the Premises, including all rents, issues and profits thereof accruing after the commencement of foreclosure proceedings or during any period allowed by law for the redemption of the Premises after any foreclosure or other sale; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Company of, in and to the same and of, in and to every part and parcel thereof;

- 1.2.2 all right, title and interest of the Company in and to any and all leases now or hereafter affecting the Premises whether written or oral and all agreements for use of the Premises (the "Leases"), together with all security therefor and all moneys payable thereunder; and
- 1.2.3 any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to or decrease in the value of the Premises. The Company agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm such assignment to the Mortgagee of any such award or payment.
- 2. <u>Term of Mortgage</u>. The Mortgagee's rights hereunder shall continue until such time as the Company has paid and performed all of the Obligations, at which time the Mortgagee shall satisfy this Mortgage of record.
- 3. Representations and Covenants. The Company represents and covenants with the Mortgagee that, until such time as all of the Obligations have been paid in full:
- 3.1 First Lien. The Company is the owner of a leasehold interest in the Premises and the Mortgaged Property is free and clear of all liens and encumbrances except for those listed on Exhibit B attached hereto (the "Permitted Encumbrances"). The Company will forever warrant and defend to the Mortgagee, its successors and assigns, the Mortgaged Property against all claims whatsoever. The lien of this Mortgage, subject only to the Permitted Encumbrances, is and will continue to be a valid and continuing first lien upon all of the Mortgaged Property. The Company shall from time to time execute and deliver such further conveyances and instruments as may reasonably be requested by the Mortgagee in order to record the description of the Mortgaged Property and to make certain the Mortgaged Property is subject to the lien of this Mortgage on the record.
- 3.2 <u>Removal of Improvements</u>. No part of the Improvements shall be removed, demolished or altered without the prior written consent of the Mortgagee, except that the Company may make alterations to the Improvements which do not impair the fair market value thereof.

3.3 Insurance.

- 3.3.1 <u>Types of Coverages</u>. The Company will insure the Mortgaged Property against such perils and hazards and in such amounts and with such limits as the Mortgagee may, from time to time, require; and, in any event, will continuously maintain or cause to be maintained the following described types of insurance:
 - 3.3.1.1 [casualty insurance against loss by fire, lightning and the perils included in the standard extended coverage endorsement, including vandalism and malicious mischief, or an all-perils endorsement, all in amounts not less than the full replacement cost of all Improvements, including the cost of debris removal;

- 3.3.1.2 boiler and machinery insurance, which coverage shall include air-conditioning, all without coinsurance, equal to the full replacement value thereof:
- 3.3.1.3 public liability insurance against claims for bodily injury or death and for damage to property suffered by others occurring in or about the Premises or in or about the adjoining streets and passageways and to afford protection to the limit of not less than the coverage limit required by the Ground Lease or as otherwise reasonably required by the Mortgagee;
- 3.3.1.4 rental loss and business interruption insurance in amounts reasonably satisfactory to the Mortgagee from time to time;
- 3.3.1.5 flood insurance in the maximum obtainable amount up to the outstanding amount of the Loan (as defined in the Loan Agreement), when and as available, if the Federal Emergency Management Agency has designated the Land or any portion thereof to be in a special flood hazard area and subsequently designates the community as eligible for the sale of subsidized insurance;
- 3.3.1.6 errors and omissions insurance by any architect rendering services to the Mortgaged Property at all times during the period of any construction, repair, restoration or replacement of any of the Mortgaged Property in amounts reasonably satisfactory to the Mortgagee, but not in excess of amounts customarily carried by reputable architects in connection with projects similar to the Premises;
- 3.3.1.7 standard builder's risk insurance with extended coverage, specifically to include a "collapse" endorsement and a "permit to occupy" endorsement, during the period of any construction, repair, restoration or replacement of the Mortgaged Property, in the amount of 100% of the replacement cost of the Mortgaged Property; and
- 3.3.1.8 worker's compensation and disability insurance covering, to the fullest extent required by applicable law, all employees of each contractor and subcontractor and employers' liability insurance by any management company providing management services for the Premises.]
- 3.3.2 <u>Requirements of the Company's Insurance</u>. All required insurance shall be in forms and amounts and with companies approved by the Mortgagee, which approval shall not be unreasonably withheld. Each insurance policy insuring against casualty, rent loss and business interruption and other appropriate policies shall contain the following:
 - 3.3.2.1 [an agreement by such insurer that the policy shall not be terminated or modified without at least 30 days' prior written notice to the Mortgagee;
 - 3.3.2.2 an agreement that no claims shall be paid thereunder without ten days' advance written notice to the Mortgagee;

3.3.2.3 a noncontributing lenders endorsement in favor of and with loss payable to the Mortgagee or a standard lenders clause providing that proceeds shall be paid to the Mortgagee as its interest may appear;

3.3.2.4 standard waiver of subrogation endorsements; and

3.3.2.5 an endorsement that no act or negligence of the Company or any occupant, and no occupancy or use of the Premises for purposes more hazardous than permitted by the terms of the policy, shall affect the validity or enforceability of such insurance as against the Mortgagee.]

The Company will have the right to carry any of the insurance required hereunder under blanket insurance policies so long as the Company maintains the level of coverages required hereunder. The Company will deliver to the Mortgagee the policies of insurance referred to in this section, each marked "premium paid" (or accompanied by other evidence of payment reasonably satisfactory to the Mortgagee), or certificates of insurance. At least 30 days prior to the expiration of any such policy, the Company will deliver to the Mortgagee a renewal certificate. If the Company fails to maintain, or to deliver evidence of, the insurance required hereunder, the Mortgagee may, at its option, obtain such insurance from year-to-year and pay the premium therefor, and the Company will immediately upon demand reimburse the Mortgagee for any premiums so paid, with interest at the rate of interest then borne by the Bonds from the time of payment, on demand, and the saint shall be one of the Obligations.

3.3.3 <u>Successors</u>. In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Property shall succeed to all the rights of the Company in and to all policies of insurance assigned to the Mortgagee pursuant to the provisions of this section 3.3, including any right to unearned premiums.

(except liability insurance and except in the case of any particular casualty resulting in a loss payment not exceeding \$500,000 in the aggregate (the "Floor Amount")) shall be paid to the Mortgagee and the Mortgagee shall deposit such proceeds in the Insurance and Condemnation Fund (as defined in the Loan Agreement) for application as provided in the Loan Agreement and Section 3.3.5 and 3.3.6 hereof. If such proceeds initially are received by the Company they shall immediately be turned over to the Mortgagee. In the case of a particular casualty loss payment not exceeding the Floor Amount in the aggregate, and provided that no Event of Default exists at the time the insurance proceeds are paid by the insurance company, the insurance proceeds shall be paid to the Company and the Company shall complete all required repairs in accordance with section 3.3.5. In case of any loss in excess of the Floor Amount, except losses covered by liability insurance, the Mortgagee (or after entry of judgment of foreclosure, the purchaser at the sale) may either (a) during the continuance of an Event of Default settle or adjust any claim under such insurance policies without the consent of the Company or (b) allow the Company to agree with the insurance company or companies on the amount paid upon the loss.

3.3.5 <u>Use of Insurance</u>. If amounts in the Insurance and Condemnation Proceeds Fund representing proceeds of insurance are applied to restoration of the

Premises, the proceeds shall be disbursed in accordance with section 3.3.6 below and the work of repair and restoration (the "Work") shall be performed in accordance with the following:

- 3.3.5.1 The Work shall be done in accordance with the plans and specifications for the original Improvements on the Land, subject to such changes as may be reasonably acceptable to the Mortgagee.
- 3.3.5.2 No Work shall be undertaken except under the supervision of an architect or engineer who shall have been approved by the Mortgagee, which approval shall not be unreasonably withheld.
- 3.3.5.3 The Work shall be commenced only after all required municipal and governmental permits and authorizations have been obtained and shall be done in a good and workmanlike manner and in compliance with applicable building and zoning laws and all other applicable laws, ordinances, regulations and requirements of all federal, state and municipal governmental agencies and in accordance with the recommendations of any insurer. The cost of the Work shall be paid as provided in Section 3.3.6. The Work shall be prosecuted with reasonable dispatch, except for unavoidable delays.
- Work exceeds the amount of the insurance proceeds, the Company shall deliver to the Mortgagee prior to commencement of the Work an amount equal to such difference in cash and such amount shall be deposited into the Insurance and Condemnation Proceeds Fund. If during the prosecution of the Work, the Mortgagee determines that the remaining funds on deposit are not sufficient to pay for the remaining Work to be done, the Company shall deposit the deficiency with the Mortgagee prior to any further disbursements of insurance proceeds hereunder, and such amount shall be deposited into the Insurance and Condemnation Proceeds Fund. Provided that no Event of Default exists, the insurance proceeds and cash contributed by the Company pursuant to this section shall be paid out by the Mortgagee from time to time as the Work progresses upon the written request of the Company accompanied by a certificate of the architect stating:
 - 3.3.6.1 that the sum requested is justly due to the contractors, subcontractors, materialmen, laborers, engineers, architects or other persons (whose names and addresses shall be stated) who furnished services or materials for the Work:
 - 3.3.6.2 that the sum requested when added to all sums previously paid out under this section for the Work does not exceed the percentage equal to the retainage set forth in the contract of the value of the Work done to the date of such certificate;
 - 3.3.6.3 the progress of the Work;
 - 3.3.6.4 that the Work has been done pursuant to the plans and specifications;

3.3.6.5 the estimated cost to complete the Work in such reasonable detail as the Mortgagee may require; and

3.3.6.6 the opinion of the maker of the certificate that the remaining amount in the Insurance and Condemnation Proceeds Fund will be sufficient to complete the Work and pay for the same in full.

The Company will furnish the Mortgagee, at the time any payout of insurance proceeds is requested, evidence reasonably satisfactory to the Mortgagee that there has not been filed with respect to the Premises any lien which has not been discharged of record in respect of any work, labor, services or materials performed, furnished or supplied in connection with the Work and that all of said materials have been purchased free and clear of any security interest (other than the Mortgagee's security interest and any security interest that will be discharged upon such payment). The Mortgagee will not be required to pay out any proceeds when the Premises or the Equipment are encumbered with any such lien or security interest. At the time any payment is requested, the Company will also furnish to the Mortgagee (a) lien waivers in full from all contractors, subcontractors, suppliers, architects and engineers who performed any labor or furnished any services or supplies in an amount equal to the value of the Work performed to the date covered by the requested payment [and (b) an endorsement to the Mortgagee's policy of title insurance insuring this Mortgage to the effect that there are no outstanding construction liens against the Premises on the date of any payout of insurance proceeds.]

3.4 Taxes, Assessments and Other Charges.

3.4.1 Payment. The Company will pay or cause to be paid, before the same become delinquent, all taxes, assessments, water charges, fines, impositions, payments in lieu of taxes and other charges now or hereafter levied or assessed against the Mortgaged Property or any part thereof and, upon request, will deliver to the Mortgagee receipts for the payment of such items. The Company will also pay, satisfy and obtain the release of all other claims, liens and encumbrances affecting or purporting to affect the title to, or which may be or appear to be liens on, the Mortgaged Property or any part thereof, and all costs, charges, interest and penalties on account thereof, including the claims of all persons supplying labor or materials to the Premises, and furnish to the Mortgagee, upon demand, evidence reasonably satisfactory to the Mortgagee of the payment, satisfaction or release thereof.

America, or of any state or municipality having jurisdiction over the Mortgagee, the Company or the Premises, any tax is imposed or becomes due in respect of the Loan Agreement, or the recording of this Mortgage (or with respect to any of the other Loan Documents) or on the Mortgagee's interest in the Mortgaged Property, then the Company will pay such tax in the manner required by such law. If any law, statute, rule, regulation, order or court decree has the effect of (a) imposing upon the Mortgagee the payment of the whole or any part of the taxes required to be paid by the Company; (b) changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages; or (c) changing the manner of collecting taxes, which adversely affect this Mortgage, the Loan Agreement, any other Loan Document or the Mortgagee, then, and in any such event, the Company, upon demand by the Mortgagee, will pay

such taxes or reimburse the Mortgagee therefor on demand, unless the Mortgagee determines, in the Mortgagee's sole and absolute discretion, that such payment or reimbursement by the Company is unlawful, in which event the Obligations shall be due and payable 60 days after written demand by the Mortgagee to the Company.

Nothing in this section 3.4.2 shall require the Company to pay any income, franchise or excise tax imposed upon the Mortgagee, excepting only taxes which may be levied against the income of the Mortgagee as a complete or partial substitute for taxes required to be paid by the Company pursuant hereto.

- 3.4.3 <u>Right to Contest</u>. Notwithstanding any provision to the contrary contained in this Mortgage, the Company will have the right to contest, in good faith and by appropriate proceedings, the assessment or collection of any tax, judgment, lien, encumbrance or other claim (other than obligations arising out of the Loan Agreement), which may create a lien or encumbrance upon the Premises or any portion thereof, [to the extent, in the manner and subject to the conditions set forth in the Loan Agreement].
- Maintenance and Repair. The Company will maintain and keep 3.5 the Mortgaged Property, including all parking lots and any sidewalks and curbs in front of the Mortgaged Property, in good and tenantable condition and repair, making or causing to be made all structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, renewals and replacements. The Company will not commit or suffer any waste of the Mortgaged Property and will promptly comply with, or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the Mortgaged Property. The Company will promptly repair, restore, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in the following section. The Company will promptly comply with, or cause to be complied with, any direction or certificate of occupancy of any public officer or officers, and with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Mortgaged Property, which shall impose any duty upon the Company with respect to any part of the Mortgaged Property or the use, occupation or control thereof or the conduct of any business therein whether or not any of the same require structural repairs or alterations.
- 3.6 <u>Condemnation</u>. Notwithstanding any taking by eminent domain, alteration of the grade, of any street or other injury to or decrease in value of the Mortgaged Property, the Company will continue to make payments on the Obligations. Any condemnation award or payment shall be deposited into the Insurance and Condemnation Proceeds Fund and applied as provided in the Loan Agreement.
- 3.7 Compliance With Restrictions, Laws, Etc. The Company represents that the Mortgaged Property complies with all covenants and restrictions affecting it, with all applicable permits, authorizations and building and zoning laws and with all other laws, orders, ordinances, rules, regulations and requirements of all federal, state, county and municipal governments, departments, commissions, boards and offices, including all environmental laws and the Company covenants that the Company will at all times so own and use the same and take all steps necessary to assure such compliance at all times, including keeping all required permits in full force and effect. The Company will promptly advise the Mortgagee of any action, suit or

proceeding pending, or to the Company's knowledge, threatened, before any tribunal, board or body which might adversely affect the compliance of any of the Mortgaged Property with such covenants, restrictions, building, zoning and other laws, orders, ordinances, rules, regulations or requirements (including environmental laws) and will promptly, diligently and competently defend all such actions, suits or proceedings. The Company will not initiate or acquiesce in any zoning reclassification without the Mortgagee's written consent.

- 3.8 No Transfer or Subsequent Lien Without Consent. The Company will not, without the prior written consent of the Mortgagee which may be withheld in the Mortgagee's sole and absolute discretion, (a) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred any part of the Mortgaged Property or any interest therein (other than leases, licenses and similar arrangements in the ordinary course of the Company's business); or (b) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Mortgaged Property or interest therein, except for Permitted Encumbrances.
- Premises for a period of longer than 90 days in any calendar year must be approved by the Mortgagee.] Each such lease must contain the following provisions: (a) that the lease is subordinate to the Mortgage; (b) that the tenant will attorn to the Mortgagee and the Mortgagee's successor if the Mortgagee succeeds to the Company's interest under the lease; (c) that the tenant will furnish estoppel certificates to the Mortgagee, as reasonably requested by the Mortgagee; and (d) such other conditions as are required by the Loan Agreement. Provided any tenant or licensee of the Premises is not in default under the terms of their lease or license agreement and agrees to attorn to the Mortgagee and its successors, the Mortgagee and its successors shall not terminate or disturb any licenses or leases existing at the time of any Event of Default that results in the Mortgagee exercising its rights under this Mortgage.
- 3.10 Payment of Expenses. The Company will pay on demand (a) all out-of-pocket expenses incurred by the Mortgagee in connection with the negotiation, execution, administration, amendment or enforcement of this Mortgage, the other Loan Documents or any other document or instrument to be delivered hereunder including the reasonable fees and expenses of the Mortgagee's counsel, (b) any taxes (including any interest and penalties relating thereto) payable by the Mortgagee (other than taxes based upon the Mortgagee's net income) on or with respect to the transactions contemplated by this Mortgage (the Company hereby agreeing to indemnify the Mortgagee with respect thereto) and (c) all out-of-pocket expenses, including the reasonable fees and expenses of the Mortgagee's counsel, incurred by the Mortgagee in connection with the enforcement of this Mortgage. The obligations of the Company under this section shall be one of the Obligations and shall survive the expiration or termination of the Loan Agreement.
- 3.11 <u>Leasehold Representations and Agreements</u>. The Company represents and warrants to the Mortgagee as follows:
- 3.11.1 The Ground Lease is a valid and existing lease and is in full force and effect, and the Company is the owner of the leasehold estate created by the Lease.

3.11.2 The Company has received no notice of default by the Company under the Lease from the landlord under the Ground Lease ("Landlord"), to the Company's knowledge Landlord is not in default under the Lease in any material respect, and the Company has no notice or knowledge of any condition or event which, with the passage of time or the giving of notice, or both, would constitute a material default under the Lease by the Company or Landlord.

3.12 <u>Covenants</u>. The Company covenants and agrees with the Mortgagee as follows:

3.12.1 The Company will perform and comply with all agreements, covenants, terms and conditions imposed upon or assumed by it as lessee under the Ground Lease, and if the Company fails to do so, the Mortgagee may (but shall not be obligated to) take any action the Mortgagee reasonably deems necessary or desirable to prevent or to cure any default by the Company in the performance of or compliance with any of the Company's covenants or obligations under the Ground Lease. The occurrence of a default by the Company under the Ground Lease shall be a default under this Mortgage. The Company will furnish the Mortgagee, upon demand, proof of payment of any and all items required to be paid by the Company under the Ground Lease.

3.12.2 The Company will notify the Mortgagee immediately upon receipt of any notice from Landlord to the Company of any default by the Company under the terms of the Ground Lease and deliver a true copy of such notice to the Mortgagee. If the Mortgagee receives from the Company or Landlord any written notice that the Company is in default under the Ground Lease, then the Mortgagee may take any action to cure such default, notwithstanding the existence of any grace period provided by the Ground Lease. The Mortgagee's receipt of a copy of any notice of default from Landlord shall constitute full protection to the Mortgagee for any actions by the Mortgagee in reliance on such notice, and the Mortgagee shall be entitled to rely upon such notice notwithstanding the Company's denial of the existence of a default. The Company hereby expressly grants to the Mortgagee, and agrees that the Mortgagee shall have, the absolute and immediate right to enter upon the Premises or any part thereof to such extent and as often as the Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default under the Ground Lease by the Company. The Mortgagee may expend such sums of money as the Mortgagee in its sole discretion deems necessary for any such purpose, and the Company hereby agrees to pay to the Mortgagee, immediately and without demand, all such sums so paid and expended by the Mortgagee, together with interest thereon from the date of each such payment at the rate then borne by the Bonds. All sums so paid and expended by Mortgagee and the interest thereon shall become "Obligations."

3.12.3 Without the prior written consent of the Mortgagee, the Company will not surrender its leasehold estate or interest in the Ground Lease, terminate or cancel the Ground Lease or consent to any subordination of the Ground Lease to any mortgage of Landlord's interest in the Premises or modify, change, supplement, alter or amend the Ground Lease either orally or in writing.

3.12.4 The Mortgagee's cure of any default by the Company under the Ground Lease shall not cure or waive the Company's default under this Mortgage arising out of the Company's default under the Ground Lease.

3.12.5 Without the prior written consent of the Mortgagee, the Company will not waive any of its rights under the Ground Lease or release Landlord from any liability under the Ground Lease, and at the written direction of the Mortgagee, the Company shall exercise any right or remedy provided to it with respect to any material default by Landlord under the Ground Lease.

3.12.6 Unless the Mortgagee shall otherwise expressly consent in writing, the fee title to the property demised by the Ground Lease and leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in Landlord or the Company, or in a third party by purchase or otherwise. The lien of this Mortgage shall attach to and encumber any interest the Company may acquire in the Premises, including without limitation, fee title to the Premises.

- 4. Protective Advances. If the Company fails, after written notice from the Mortgagee, to perform any covenant or agreement of the Company in this Mortgage, the Mortgagee may, at its option, perform the same, and the cost thereof, with interest at the rate then borne by the Bonds, shall immediately be due from the Company to the Mortgagee and shall be one of the Obligations. The Mortgagee, in making any payment: (a) relating to any tax, assessment, tax lien or title or claim thereof, may do so according to any bill, statement or estimate, without inquiry into the validity of such tax, assessment, tax lien or title or claim; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as the Mortgagee may deem appropriate. Nothing contained herein shall be construed to require the Mortgagee to advance or expend moneys for any purpose mentioned herein, or for any other purpose.
- S. Waivers by the Company. To the greatest extent that such rights may be lawfully waived, the Company hereby agrees for itself and any persons claiming under the Company that it will not, at any time, insist upon or plead, or in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisement of the Mortgaged Property or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) any law now or at any time hereafter made or enacted granting a right to redeem the Mortgaged Property so sold or any part thereof or any rights of redemption from sale under any order or decree of foreclosure of this Mortgage; (d) any statute of limitations now or at any time hereafter in force; or (e) any right to require marshaling of assets by the Mortgagee.
- 6. <u>Events of Default</u>. Each of the following events shall be an "Event of Default" under this Mortgage:

- 6.1 the occurrence of an "Event of Default" (as defined therein) under the Loan Agreement; or
- 6.2 the Company fails to comply with any of the provisions of this Mortgage and such failure continues and the continuance thereof for a period of 30 days after receipt by the Company of written notice from the Mortgagee specifying such default and requesting that it be cured; provided, however, that if the default is capable of being cured, but not within such 30 day period, such default shall not become an Event of Default if the Company institutes reasonable corrective action within such period and pursues such action diligently until such default is cured; or
- 6.3 the Improvements are materially damaged or destroyed by fire or other casualty and the Company fails to apply the insurance proceeds in accordance with this Mortgage.
- 7. Remedies. If any one or more of the Events of Default described in section 6 occurs, the Mortgagee may, at its option and without notice, to the extent not prohibited by applicable law, exercise any one or more of the following remedies in any order which the Mortgagee sees fit:

7.1 [Reserved]

- 7.2 Right to Appoint Receiver. The Mortgagee shall be entitled as a matter of right, without notice and without giving bond to the Company, or anyone claiming under the Company, to have a receiver appointed for the Mortgagee's benefit of all or part of the Mortgaged Property and of the earnings, income, rents, issues and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer and the Company hereby irrevocably consents to such appointment.
- 7.3 Right to Enter. The Mortgagee, either itself or by its agents or attorneys, may, in its sole discretion, enter upon and take possession of the Mortgaged Property, or any part or parts thereof, and may exclude the Company and its agents and servants wholly therefrom, and the Mortgagee may use, operate, manage and control the Mortgaged Property, or any part thereof, and conduct the business thereof (either itself or by its attorneys and agents), including leasing space therein, and may collect any and all rents, issues and profits due or to become due without prejudice to its rights to foreclosure, to appointment of a receiver and other rights and from time to time, either by purchase, repair or construction may maintain, restore and insure and keep insured, the Mortgaged Property or any part thereof; and after paying all of the expenses of operating the Mortgaged Property, the Mortgagee will apply the moneys arising therefrom to the payment of the Obligations in such order as the Mortgagee determines.
- 7.4 Right to Sell. The Mortgagee, in its sole discretion, may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Mortgaged Property, and all right, title and interest therein as an entirety, or in separate lots, as the Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by the Wisconsin Uniform Commercial Code (the "Code") and/or Chapter 846 of the Wisconsin Statutes, as

applicable and as the same may be amended or renumbered from time to time. Upon the completion of any such sale or sales, the Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the purchaser the property so sold, in the manner and form provided by the Code or Chapter 846 of the Wisconsin Statutes, and the Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of the Company, in its name and stead, to make all necessary transfers of property thus sold, and for that purpose the Mortgagee may execute and deliver, for and in the name of the Company, all necessary instruments of assignment and transfer, the Company hereby ratifying and confirming all that said attorney-in-fact shall lawfully do. All proceeds of any such sale or sales remaining after payment of the Obligations shall be paid to the Company, its successors and assigns, or to whomever is entitled to receive them.

- 7.5 Right to Reimbursement. If the Mortgagee commences proceedings to foreclose this Mortgage or commences any other suit in equity, action at law or other appropriate proceeding, to enforce its rights under any Loan Document, the Company agrees to pay to the Mortgagee all costs of such suit, action or proceeding as well as all expenses incurred in procuring title insurance and the reasonable fees of the Mortgagee's attorneys in connection therewith, which costs and fees shall be one of the Obligations and shall be included in the judgment in any such suit, action or proceeding.
- 7.6 Agreement to Wisconsin Statutes Section 846.103. The Company consents and agrees that in the event of the commencement of foreclosure proceedings, the Mortgagee may, at such time, elect to proceed according to section 846.103 of the Wisconsin Statutes, as the same may be amended or renumbered from time to time.

7.7 [Reserved]

7.8 <u>Cumulative Remedies</u>. No remedy herein conferred upon or otherwise available to the Mortgagee is intended to be or shall be construed to be exclusive of any other remedy or remedies; but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein.

8. Miscellaneous.

- 8.1 <u>Subrogation</u>. The Mortgagee is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the credit extended to the Company by the Mortgagee.
- 8.2 <u>Notices</u>. All notices or other communications required or permitted to be given by this Mortgage shall be sent in the manner and to the addresses set forth in section 10.6 of the Loan Agreement.
- 8.3 <u>Governing Law; Nonhomestead</u>. This Mortgage shall be governed by and construed under the internal laws of the State of Wisconsin. The invalidity or

unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision. The Premises are nonhomestead property.

- 8.4 <u>Entire Agreement</u>. This Mortgage (together with the other Loan Documents to the extent applicable) shall constitute the entire agreement of the Company and the Mortgagee pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings of the Company and the Mortgagee in connection herewith.
- 8.5 <u>Amendments</u>. This Mortgage may be amended only by a written amendment signed by the Company and the Mortgagee.
- 8.6 <u>Binding Effect</u>. This Mortgage shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Company and the Mortgagee except that the Company's rights and obligations may not be assigned without the prior written consent of the Mortgagee.
- 8.7 <u>Time of the Essence</u>. Time is of the essence with respect to payment of Obligations, the performance of all covenants of the Company and the payment of taxes, assessments, sewer, water and similar charges and insurance premiums.
- 8.8 WAIVER OF TRIAL BY JURY. THE COMPANY, AND THE MORTGAGEE BY ACCEPTING DELIVERY OF THIS MORTGAGE, EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTION OF THE COMPANY OR THE MORTGAGEE RELATED HERETO.
- 8.9 Consent to Jurisdiction and Venue. The Company, and the Mortgagee by accepting delivery of this Mortgage, each agree to submit to personal jurisdiction in the State of Wisconsin in any action or proceeding arising out of this Mortgage and, in furtherance of such agreement, the Company and the Mortgagee each agree and consent that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over the Company or the Mortgagee in any such action or proceeding may be obtained within the jurisdiction of any court located in Wisconsin and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon the Company or the Mortgagee by registered mail to or by personal service at the last known address of the Company or the Mortgagee, whether such address be within or without the jurisdiction of any such court. The Company, and the Mortgagee by accepting delivery of this Mortgage, each consent that venue for any legal proceeding related to enforcement of this Mortgage shall be Milwaukee County, Wisconsin.
- 8.10 <u>Consent to Assignment to Trustee</u>. The Company hereby acknowledges and consents to the assignment of this Mortgage by the Mortgagee to U.S. Bank National Association (together with any successor under the Indenture referred to below, the

"Trustee"), as trustee under the Amended and Restated Indenture of Trust, dated as of the date hereof, from the Mortgagee to Trustee (the "Indenture").

[remainder of this page intentionally left blank]

STATE FAIR PARK EXPOSITION CENTER, INC.

	By:
STATE OF WISCONSIN MILWAUKEE COUNTY)) SS
	ent was acknowledged before me on, 2006 by of State Fair Park Exposition Center, I
	Notary Public, State of Wisconsin My Commission (expires/is)

ASSIGNMENT

title and interest in and to the above Leasehold I trustee, and to its successor or successors as trus	stee, under that certain Amended and Restated by and between the undersigned and said trustee, enue Bonds, Series 2001 (State Fair Park
Dated as of, 20	006.
	CITY OF WEST ALLIS, WISCONSIN
	By:
	(name printed) Its Mayor (SEAL)
	(SEAL)
	Attest
	(name printed) Its City Clerk
STATE OF WISCONSIN)) SS MILWAUKEE COUNTY)	
	2006, before me, a Notary Public in and for said and, the Mayor and, the Mayor and is, Wisconsin, to me personally known and ted the within instrument, who acknowledged the voluntary act and deed of said officers on behalf
IN WITNESS WHEREOF, I have	re hereunto set my hand and official seal.
	(name printed) Notary Public My commission:
	[Notarial Seal]

EXHIBIT A

Legal Description

That part of the Southeast 1/4 of Section 33, in Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Beginning at the Southwest corner of said Southeast 1/4; thence North 88" 07' 04" East, on and along the south line of said Southeast 1/4, 524.73 feet; thence North 02" 26' 18" West, 184.38 feet to the point of beginning; thence continuing North 02" 26' 18" West, 755.000 feet; thence North 88" 07' 04" East, parallel with said south line, 434.000 feet; thence South 02" 26' 18" East, 755.000 feet; thence South 88" 07' 04" West, 434.000 feet to the point of beginning.

[confirm]

[This instrument was drafted by _____

EXHIBIT B

Permitted Encumbrances

1.	[Permitted Liens, a	is defined in].

2. [Matters set forth on Schedule B-II of the title insurance policy issued by Lawyers Title Insurance Corporation pursuant to Commitment No. 190335.]