

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

**THIS SECOND AMENDMENT TO AMENDED AND RESTATED INDENTURE OF TRUST AND BOND**, dated as of \_\_\_\_\_, 2026 (this “Amendment”), by and between **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS** (“Authority”) and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as trustee (the “Trustee”), and consented to by **OLD NATIONAL BANK** (the “Bank”);

**W I T N E S S E T H:**

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

WHEREAS, the Bonds and Section 3.06 of the Indenture provided that the Bonds were originally subject to mandatory tender on August 1, 2025;

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

WHEREAS, the Bank and the Loan Parties entered into that certain First Amendment to Amended and Restated Forbearance Agreement, dated December 31, 2025, pursuant to which, among other things, the Loan Parties agreed to deliver an amendment to the Indenture to provide for an extension of the tender date set forth in Section 3.06 in the Indenture and the Bonds from December 30, 2025 to June 30, 2026;

WHEREAS, in accordance with Section 11.02 of the Indenture, the owners of at least a majority in aggregate principal amount of the Bonds outstanding have consented to this Amendment; and

WHEREAS, except as amended hereby, the terms and provisions of the Indenture and the Bonds shall remain in full force and effect;

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

The definition of “**Tender Date**” in Section 1.01 shall be deleted in its entirety and replaced with: “**Tender Date**” means June 30, 2026.

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

The reference to “**December 30, 2025**” in the second paragraph of page 4 of the Bond is hereby deleted in its entirety and replaced with “**June 30, 2026**”.

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

SECTION 3. Applicable Provisions of Law.

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

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

Except as modified by this Amendment, the Indenture is ratified and confirmed in all respects. Without limiting the foregoing, all rights and immunities granted to the Trustee in the Indenture shall pertain with equal effect to this Amendment.

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

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

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

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

By: \_\_\_\_\_  
Yvonne Siira, Vice President

**COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS WISCONSIN**

By: \_\_\_\_\_  
Patrick Schloss, Executive Director

Consented to by:

**OLD NATIONAL BANK**

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