

REDEVELOPMENT AUTHORITY OF
THE CITY OF PRAIRIE DU CHIEN

Resolution No. 2015-36

RESOLUTION APPROVING AN AMENDED AND RESTATED LEASE WITH THE CITY
OF PRAIRIE DU CHIEN AND AUTHORIZING THE BORROWING OF
\$2,705,000 AND THE ISSUANCE AND SALE OF
TAXABLE REDEVELOPMENT LEASE REVENUE REFUNDING BONDS,
SERIES 2015A THEREFOR

WHEREAS, the Redevelopment Authority of the City of Prairie du Chien, Wisconsin (the "Authority") is a municipal corporation duly organized and existing pursuant to the provisions of Section 66.1333, Wisconsin Statutes (the "Act");

WHEREAS, the Authority and the Common Council of the City of Prairie du Chien (the "Municipality") have heretofore determined that certain property located in the Municipality is blighted within the meaning of the Act and have created a redevelopment project area under the Act (the "Redevelopment Project Area") with respect to such property, coterminous with the boundaries of Tax Incremental District No. 6 of the Municipality, and have approved and adopted a redevelopment plan within the meaning of the Act (the "Redevelopment Plan") in connection therewith;

WHEREAS, under the provisions of the Act, redevelopment authorities have the power to purchase real property necessary or incidental to a redevelopment project; to lease, sell or otherwise dispose of the same; and to issue bonds and other forms of indebtedness;

WHEREAS, the Authority has heretofore acquired the property in the Redevelopment Project Area more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquired Property") and has carried out a program of blight elimination, community development and urban renewal on property in the Redevelopment Project Area as more fully described in the Redevelopment Plan (the "Program"), including the acquisition and clearance of property, direct business assistance and related expenses (collectively, the "Project");

WHEREAS, certain of the public improvements undertaken pursuant to the Program, more particularly described on Exhibit B hereto (the "Leased Improvements"), and the Acquired Property were leased to the Municipality for public purposes, pursuant to an Amended and Restated Lease Agreement dated as of August 23, 2005 (the "2005 Lease");

WHEREAS, the Authority has heretofore issued its Redevelopment Lease Revenue Refunding Bonds, Series 2005A, dated August 23, 2005 (the "2005A Bonds") and Taxable Redevelopment Lease Revenue Refunding Bonds, Series 2005B, dated August 23, 2005 (the "2005B Bonds"), which are secured by the 2005 Lease between the Authority and the Municipality;

WHEREAS, the Municipality has also heretofore issued its Taxable Note Anticipation Notes, Series 2014E, dated July 1, 2014 (the "2014 Notes") to finance an additional portion of the Project and to refund a portion of the 2005B Bonds, which 2014 Notes mature on September 1, 2015;

WHEREAS, the Authority now deems it necessary, desirable and in its best interest to refund all of the 2005B Bonds and 2014 Notes (the "Refunding") and to amend and restate the 2005 Lease in connection therewith;

WHEREAS, the Refunding is to be financed through the issuance of \$2,705,000 Taxable Redevelopment Lease Revenue Refunding Bonds, Series 2015A, dated August 25, 2015 (the "Bonds") by the Authority pursuant to the Act, which Bonds are to be secured by an Amended and Restated Lease Agreement (the "Lease") in substantially the form attached hereto as Exhibit C and incorporated herein by this reference between the Authority and the Municipality, and which Bonds are to be paid solely from the sources provided herein on a parity with the 2015B Bonds (defined below);

WHEREAS, for the purpose of refunding the outstanding 2005A Bonds, the Authority shall authorize and issue lease revenue bonds designated "Redevelopment Lease Revenue Refunding Bonds, Series 2015B" (the "2015B Bonds") simultaneously with the Bonds, payable solely from rentals received from the Municipality pursuant to the Lease on a parity with the Bonds;

WHEREAS, on August 4, 2015 the Authority held a public hearing with respect to the Lease, in accordance with the provisions of Section 66.1333(9)(b), Wisconsin Statutes; and

WHEREAS, for the purpose of refunding the outstanding 2005B Bonds and 2014 Notes, the Authority deems it to be necessary, desirable and in its best interest to authorize and issue the Bonds payable solely from rentals received from the Municipality pursuant to the Lease.

NOW, THEREFORE, BE IT RESOLVED by the Authority that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

"Acquired Property" means the property in the Redevelopment Project Area described on Exhibit A hereto;

"Act" means Section 66.1333 of the Wisconsin Statutes;

"Authority" means the Redevelopment Authority of the City of Prairie du Chien, Wisconsin, a Wisconsin municipal corporation;

"Bonds" means the Taxable Redevelopment Lease Revenue Refunding Bonds, Series 2015A, of the Authority dated August 25, 2015 to be issued pursuant to this Resolution;

"Debt Service Fund" means the "Debt Service Fund for Redevelopment Lease Revenue Refunding Bonds, Series 2015A and Series 2015B" established for the Bonds and the 2015B Bonds pursuant to Section 6 of this Resolution;

"Fiscal Agency Agreement" means the Fiscal Agency and Trust Agreement between the Authority and the Fiscal Agent dated as of August 25, 2015;

"Fiscal Agent" means Associated Trust Company, National Association, Green Bay, Wisconsin, and any successor thereto;

"Lease" means the Amended and Restated Lease Agreement between the Authority and the Municipality dated as of August 25, 2015;

"Leased Improvements" means certain of the improvements constructed as part of the Project which will be leased to the Municipality pursuant to the Lease, as more particularly described on Exhibit B;

"Municipality" means the City of Prairie du Chien, Wisconsin, a municipal corporation and political subdivision;

"Owner" or "Owners" means, with respect to the Bonds, when in book-entry-only form, the beneficial owner or owners of the Bonds;

"Program" means the program of blight elimination, community development and urban renewal carried out by the Authority on property located in the Redevelopment Project Area as more fully described in the Redevelopment Plan;

"Project" means the portions of the Program ineligible for tax-exempt financing, including the acquisition and clearance of property, direct business assistance and related expenses;

"Purchaser" means Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin, its successors and assigns;

"Redevelopment Plan" means the Redevelopment Plan adopted by the Authority and Common Council as the redevelopment plan within the meaning of the Act for the Redevelopment Project Area;

"Redevelopment Project Area" means the redevelopment project area created by the Authority pursuant to the Act coterminous with the boundaries of Tax Incremental District No. 6 of the Municipality;

"Refunding" means the refunding of the outstanding 2005B Bonds and 2014 Notes;

"2005A Bonds" means the Authority's Redevelopment Lease Revenue Refunding Bonds, Series 2005A, dated August 23, 2005;

"2005B Bonds" means the Authority's Taxable Redevelopment Lease Revenue Refunding Bonds, Series 2005B, dated August 23, 2005;

"2014 Notes" means the Municipality's Note Anticipation Notes, Series 2014E, dated July 1, 2014; and

"2015B Bonds" means the Authority's Redevelopment Lease Revenue Refunding Bonds, Series 2015B, dated August 25, 2015.

Section 2. Acquisition of Project Property. The acquisition of the Acquired Property from the Municipality, which has heretofore occurred, is ratified and approved.

Section 3. Authorization of the Bonds. For the purpose of paying the cost of the Refunding (including paying legal, fiscal, engineering and other expenses), there shall be borrowed pursuant to the Act the sum of \$2,705,000, and the revenue bonds of the Authority are hereby authorized to be issued in evidence thereof to Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin (the "Purchaser") for the purchase price of set forth in the Bond Purchase Agreement attached hereto as Exhibit D (the "Agreement"). Said Agreement is hereby approved, and the appropriate officials of the Authority are hereby authorized and directed to execute the same.

Section 4. Terms of the Bonds. The Bonds shall be designated "Taxable Redevelopment Lease Revenue Refunding Bonds, Series 2015A"; shall be dated August 25, 2015; shall be in the denomination of Five Thousand Dollars (\$5,000) each or whole multiples thereof; and shall be numbered R-1 upward. The Bonds shall bear interest at the rates and shall mature on September 1 of each year, in the years and principal amounts as set forth on the pricing and debt service schedules prepared by the Purchaser and attached hereto as Exhibit E (the "Schedule").

Interest on the Bonds shall be payable commencing on March 1, 2016 and semi-annually thereafter on March 1 and September 1 of each year. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The Bonds shall not be subject to optional redemption.

Section 5. Form, Execution and Payment of the Bonds. The Bonds shall be issued as fully-registered obligations in substantially the form attached hereto as Exhibit F and incorporated herein by this reference.

The Bonds shall be executed in the name of the Authority by the manual or facsimile signatures of its Chairperson and Secretary and shall be sealed with its official or corporate seal, if any, or a facsimile thereof.

Both the principal of and interest on the Bonds are payable in lawful money of the United States of America.

Section 6. Security for the Bonds. The Bonds and interest thereon shall never be or be considered a general obligation of the Authority or the Municipality or an indebtedness of the Authority or the Municipality within the meaning of any State constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the Authority or the Municipality or a charge against their general credit or the Municipality's taxing powers, except to the extent that the Bonds are secured by the Lease.

The Bonds are limited obligations of the Authority payable by it solely from the revenues and income derived by the Authority pursuant to the terms of the Lease.

As security for the payment of the principal of and interest on the Bonds, the Authority shall pledge and assign to the Fiscal Agent appointed pursuant to Section 9(A) of this Resolution all of its right, title and interest in and to the payments received pursuant to the Lease and all of its right, title and interest in and to the Debt Service Fund and the cash, securities and investments which it comprises.

It is the express intent and determination of the Authority that the rental payments due to the Authority under the Lease shall be sufficient to pay the full extent of the principal of and interest on the Bonds and 2015B Bonds as the same becomes due, whether by maturity or mandatory redemption. Upon receipt, any revenues derived from the Lease shall be deposited in a separate fund to be designated as the "Debt Service Fund for Redevelopment Lease Revenue Refunding Bonds, Series 2015A and Series 2015B" (the "Debt Service Fund") and used solely to pay the principal of and interest on the Bonds and 2015B Bonds. The Debt Service Fund shall be held in trust by the Fiscal Agent hereinafter appointed in accordance with the terms of the Fiscal Agency Agreement. The Municipality has agreed to make all payments under the Lease directly to the Fiscal Agent for deposit into the Debt Service Fund. No money shall be withdrawn from the Debt Service Fund and appropriated for any purpose other than the payment of principal of and interest on the Bonds and 2015B Bonds until such principal and interest has been paid in full.

Section 7. Approval of Lease. The terms of the Lease in substantially the form attached hereto as Exhibit C are hereby approved. The Chairperson and Secretary of the Authority are hereby authorized for and in the name of the Authority to execute and deliver the Lease in substantially the form attached hereto with such insertions or corrections as shall be approved by them consistent with the terms hereof, their execution thereof to constitute conclusive evidence of their approval of any such insertions or corrections. The Authority finds that the rental payments due under the Lease are at the fair market value for the Acquired Property and the Leased Improvements pursuant to the Act.

Section 8. Covenants of the Authority. The Authority hereby covenants and agrees with the owners of the Bonds as follows:

(a) The Authority will faithfully and punctually perform all duties with reference to the Leased Improvements, the Project and the Acquired Property required by the Act and this Resolution.

(b) The Authority will not sell the Leased Improvements or the Acquired Property while the Bonds remain outstanding, except that the Authority shall have the right to sell or otherwise dispose of any part of the Leased Improvements and Project Property which is public utility property and which is found by the Authority and the Common Council to be neither necessary nor useful in the operation of the system of which it is a part, provided that the sale or disposal of said property does not materially affect the security for the Bonds.

(c) It shall establish rentals for the Leased Improvements and the Acquired Property such that the amount of rentals collected each year is equal to at least the amount of principal and

interest due on the Bonds and the 2015B Bonds, whether at maturity or by mandatory redemption, in that year.

(d) The Authority will keep proper books and accounts relative to its operations separate from all other records of the Municipality and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the Authority as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the Authority for the fiscal year; (2) a balance sheet as of the end of such fiscal year; (3) the accountants' comment regarding the manner in which the Authority has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the Authority; and (4) a list of the insurance policies in force at the end of the fiscal year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy. The Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the Authority.

The audit required by this subsection may be prepared in conjunction with the audit of the Municipality to the extent permissible under generally accepted accounting principles.

(e) In the event of non-appropriation by the Municipality under the Lease, the Authority will take such action as is necessary to take possession of the Leased Improvements and the Acquired Property as provided under Section 4.7 of the Lease.

Section 9. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Authority agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Authority and on file in the Secretary's office.

Section 9(A). Fiscal Agent. The Authority shall enter into a contract with Associated Trust Company, National Association, Green Bay, Wisconsin, to serve as its fiscal agent in connection with the Bonds pursuant to Sec. 67.10(2), Wis. Stats., which contract shall be in substantially the form attached hereto as Exhibit G. The Chairperson and Secretary are authorized and directed to enter into such contract on the Authority's behalf. Such contract may provide for the performance by the Fiscal Agent of any or all of the functions listed in Sec. 67.10(2)(a) to (j), Wis. Stats. where applicable, with respect to the Bonds.

Section 10. Persons Treated as Owners; Transfer of Bonds. The Authority shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the principal office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and Secretary shall execute and the Fiscal Agent shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Authority shall cooperate in any such transfer, and the Chairperson and Secretary are authorized to execute any new Bond or Bonds necessary to effect such transfer.

The fifteenth day of each calendar month next preceding each interest payment date shall be the record dates for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Fiscal Agent at the close of business on the corresponding record date.

Section 11. Application of Bond Proceeds. All accrued interest received by the Authority upon the delivery of the Bonds to the Purchaser shall be deposited in the Debt Service Fund. An amount of proceeds of the Bonds necessary to pay the cost of the Refunding shall be set aside in a "Refunding Fund" created hereby to be used solely for that purpose and the payment of expenses in connection with the Bonds including issuance costs. Any balance remaining after paying said costs shall be transferred to the Debt Service Fund to be used to pay the principal of or interest on the Bonds.

Section 12. Additional Bonds. No additional bonds or obligations payable out of the rental payments received by the Authority under the Lease may be issued.

Section 13. Discharge and Satisfaction of the Bonds. The covenants and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds in any one or more of the following ways:

- (a) By paying the Bonds when the same shall become due and payable at maturity or upon prior redemption in the manner herein provided;
- (b) By depositing with any fiduciary designated by subsequent resolution of the Authority, or in trust for such purpose, at or before the date of maturity or redemption, money in the necessary amount to fully pay or redeem the Bonds, and to pay interest thereon to maturity or to the date of redemption; or,
- (c) By depositing with any fiduciary designated by subsequent resolution of the Authority, or in trust for such purpose, at or before the date of maturity or redemption, money or direct obligations of, or obligations the principal and interest on which are fully guaranteed by the United States of America, in such amount as, together with the income or increment to accrue thereon, will be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness of the Bonds at or before their maturity dates; provided, that if the Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been made or

provided for; and provided further, that any such deposit shall be made only in a manner which does not render interest on the Bonds subject to federal income taxation.

Upon such payment or deposit of money, in the amount and manner provided by this Section, all liability of the Authority with respect to the Bonds shall cease, terminate and be completely discharged, and the Owners thereof shall be entitled only to payment out of the money so deposited.

Section 14. Amendments to Resolution. After the issuance of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

(a) The Authority may, from time to time, amend this Resolution without the consent of any bondholder, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and,

(b) This Resolution may be amended, in any respect, with the written consent of the Owners of not less than two-thirds (2/3) of the principal amount of the Bonds outstanding; provided, however, that no amendment shall permit any change in the pledge of revenues pledged to pay the Bonds, or in the maturity of or interest payment date of any Bond, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or change the terms upon which the Bonds may be redeemed, or make any other modification in the terms of the payment of such principal or interest without the written consent of the Owner of each such Bond to which the change is applicable.

Section 15. General Authorizations. The Chairperson and the Secretary and the appropriate deputies and officials of the Authority in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the Authority under the Bonds and the Lease.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of Bonds), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the Authority.

Any actions taken by the Chairperson and Secretary consistent with this Resolution are hereby ratified and confirmed.

Section 16. Official Statement. The Authority hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Authority in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the closing for the Bonds, the appropriate officials of the Authority shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The Secretary

shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Municipality, which is the obligated person with respect to the Bonds, will, pursuant to a resolution to be adopted by the Common Council on August 4, 2015, covenant and agree, for the benefit of the Owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. This Undertaking shall be enforceable by the Owners of the Bonds or by the Purchaser of the Bonds on behalf of such Owners (provided that the Owners' and Purchaser's right to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations hereunder and any failure by the Authority to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

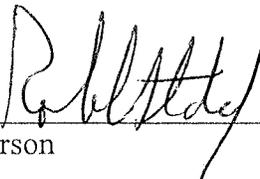
To the extent required under the Rule, the Mayor and City Clerk/Treasurer, or other officer of the Municipality charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Municipality's Undertaking.

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Authority and the Owner or Owners of the Bonds and after issuance of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made except as provided in Section 14 hereof, until all of the Bonds have been paid in full as to both principal and interest. The Owner or Owners of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce his or their rights against the Authority.

Section 19. Redemption of the 2005B Bonds. The Authority hereby calls the 2005B Bonds maturing on September 1, 2016 and thereafter for redemption on September 1, 2015. The Authority hereby directs the Secretary to cause a notice of redemption, in substantially the form attached hereto as Exhibit H, to be provided at the times and in the manner provided thereon, and ratifies and approves any actions previously taken by its officers and agents in that regard.

Section 20. Conflicting Resolutions, Ordinances, Severability, Closing and Effective Date. All prior ordinances, resolutions, rules or other actions of the Authority or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The appropriate officers and agents of the Authority are hereby directed and authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the closing of this transaction. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this 4th day of August, 2015.



Chairperson



Secretary

EXHIBIT A TO RESOLUTION
DESCRIPTION OF ACQUIRED PROPERTY

The property dedicated for public road purposes and identified as Cliff Haven Road within the Redevelopment Project Area and Tax Incremental District No. 6 of the City of Prairie du Chien, Wisconsin, and all public improvements located thereon and thereunder.

EXHIBIT B TO RESOLUTION
DESCRIPTION OF LEASED IMPROVEMENTS

All municipal water and sewer mains, laterals, lift stations, pumps and related appurtenances and equipment constructed within the Redevelopment Project Area and Tax Incremental District No. 6 of the City of Prairie du Chien, Wisconsin.

EXHIBIT C TO RESOLUTION
AMENDED AND RESTATED LEASE AGREEMENT

(See Attached)

**AMENDED AND RESTATED
LEASE AGREEMENT**

between

**REDEVELOPMENT AUTHORITY OF THE CITY OF
PRAIRIE DU CHIEN, WISCONSIN**

COPY
and

CITY OF PRAIRIE DU CHIEN, WISCONSIN

THIS AMENDED AND RESTATED LEASE AGREEMENT is made and entered into as of the 25th day of August, 2015 by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF PRAIRIE DU CHIEN, a Wisconsin municipal corporation (the "Authority"), and the CITY OF PRAIRIE DU CHIEN, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "Municipality").

WITNESSETH:

WHEREAS, the Authority has acquired and is currently in possession of the real estate described in Exhibit A hereto (the "Property"); and

WHEREAS, the Authority has carried out a program of blight elimination, community development and urban renewal on property located in the Redevelopment Project Area, as more fully described in the redevelopment plan adopted in connection therewith (the "Program"), including water main, sanitary and storm sewer, street and storm drainage improvements and extensions, and related planning and administrative costs (the "Tax-Exempt Projects"), and also including the acquisition and clearance of property, direct business assistance and related expenses (the "Taxable Projects") (collectively, the Tax-Exempt Projects and the Taxable Projects shall be referred to herein as the "Project"), and has heretofore financed the Project through the issuance of its Redevelopment Lease Revenue Refunding Bonds, Series 2005A, dated August 23, 2005 (the "2005A Bonds") and its Taxable Redevelopment Lease Revenue Refunding Bonds, Series 2005B, dated August 23, 2005 (the "2005B Bonds") which were secured by an Amended and Restated Lease Agreement dated as of August 23, 2005 between the Authority and the Municipality (the "2005 Lease"); and

WHEREAS, the Authority now finds it necessary and desirable to refund the outstanding 2005B Bonds and the Municipality's Taxable Note Anticipation Notes, Series 2015E, dated July 1, 2014 issued to finance additional Taxable Projects and to refund a portion of the 2005B Bonds through the issuance of its \$2,705,000 Taxable Redevelopment Lease Revenue Refunding Bonds, Series 2015A, dated August 25, 2015 (the "2015A Bonds"); and

WHEREAS, the Authority also now finds it necessary and desirable to refund the outstanding 2005A Bonds through the issuance of its \$1,225,000 Redevelopment Lease Revenue Refunding Bonds, Series 2015B, dated August 25, 2015 (the "2005B Bonds") (the 2015A Bonds and the 2015B Bonds shall be collectively referred to herein as the "Bonds"); and

WHEREAS, in connection with the issuance of the Bonds, the Authority finds it necessary and desirable to amend and restate the 2005 Lease so that it secures the Bonds; and

WHEREAS, pursuant to the provisions of Sections 66.1335 and 66.1333(9) of the Wisconsin Statutes, the Authority has the power to lease real property and personal property in its possession to a public body for use in accordance with a redevelopment plan; and

WHEREAS, the Municipality desires to lease the Property and the portion of the Project described on Exhibit B hereto (the "Leased Improvements") (collectively, the Property and the Leased Improvements shall be referred to as the "Leased Property") from the Authority; and

WHEREAS, the execution, delivery and performance of this Amended and Restated Lease Agreement have been duly authorized by the Municipality and the Authority and all conditions, acts and things necessary and required by the Constitution and Statutes of the State of Wisconsin to exist, to have happened, or to have been performed precedent to or in the execution and delivery of this Amended and Restated Lease Agreement, do exist, have happened and have been performed in regular form, time and manner.

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein reserved, mentioned and contained on the part of the Municipality, its successors and assigns, to be paid, kept and performed, the Authority by these presents does hereby agree to lease, demise and let to the Municipality, and the Municipality does hereby consent to said leasing and hereby takes and hires, upon and subject to the conditions hereinafter expressed, the Leased Property.

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following terms shall have the following meanings in this Amended and Restated Lease unless the text expressly or by necessary implication requires otherwise:

"Annual Debt Service Requirement" means the amount of principal and interest payable on the Bonds in any year, whether by maturity or mandatory redemption.

"Authority" means the Redevelopment Authority of the City of Prairie du Chien, Wisconsin, a Wisconsin municipal corporation.

"Bonds" means the Taxable Redevelopment Lease Revenue Refunding Bonds, Series 2015A and Redevelopment Lease Revenue Refunding Bonds, Series 2015B, issued by the Authority to provide financing for the Project.

"Commencement Date" means the date of commencement of the Leasehold Term as provided in Section 3.1 hereof.

"Debt Service Fund" means the Debt Service Fund established by the Authority in connection with the issuance of the Bonds.

"Fiscal Agent" means Associated Trust Company, National Association, Green Bay, Wisconsin, the fiscal agent for the Bonds or any successor thereto.

"Leased Improvements" means the improvements described in Exhibit B hereto.

"Leased Property" means the Property and all fixtures thereto, and the Leased Improvements.

"Leasehold Term" means the term of this Agreement as provided in Section 3.1 hereof.

"Municipality" means the City of Prairie du Chien, Wisconsin, a municipal corporation and political subdivision.

"Municipality Representative" means the Mayor, the City Clerk or such other officer of the Municipality as is appointed by the Common Council to act on behalf of the Municipality under this Agreement.

"Owner" or "Owners" means, with respect to the Bonds when in book-entry-only form, the beneficial owner or owners of the Bonds.

"Program" means the program of blight elimination, community development and urban renewal carried out by the Authority on property in the Redevelopment Project Area as more fully described in the redevelopment plan adopted in connection therewith.

"Project" means the Tax-Exempt Projects and the Taxable Projects, collectively.

"Property" means the real estate described in Exhibit A hereto.

"Quiet Enjoyment" means the right of the Municipality to peaceably and quietly have, hold and enjoy the Leased Property and to use the Leased Property for the purposes intended or permitted by this Agreement.

"Redevelopment Project Area" means the redevelopment project area created by the Authority pursuant to Section 66.1333 of the Wisconsin Statutes coterminous with the boundaries of Tax Incremental District No. 6 of the City of Prairie du Chien, Wisconsin.

"Rentals" means the rentals payable by the Municipality pursuant to Section 3.2(a) hereof.

"Resolutions" means the resolutions authorizing the issuance of the Bonds adopted by the Authority on August 4, 2015.

"Tax-Exempt Bonds" means the Redevelopment Lease Revenue Refunding Bonds, Series 2015B, dated August 25, 2015, issued by the Authority to provide financing for the Tax-Exempt Projects.

"Tax-Exempt Projects" means the portion of the Program which is eligible for tax-exempt financing, including water main, sanitary and storm sewer, street and storm drainage improvements and extensions, and related planning and administrative costs.

"Taxable Bonds" means the Taxable Redevelopment Lease Revenue Refunding Bonds, Series 2015A, dated August 25, 2015, issued by the Authority to provide financing for the Taxable Projects.

"Taxable Projects" means the portion of the Program which is not eligible for tax-exempt financing, including the acquisition and clearance of property, direct business assistance and related expenses.

Section 1.2 Use of Phrases. The following provisions shall be applied whenever appropriate herein:

"Herein", "Hereby", "hereunder"; "hereof" and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Lease in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and the plural and to cover all genders.

Unless otherwise provided, any determinations or reports hereunder which require the application of accounting concepts or principles shall be made in accordance with generally accepted accounting principles, except that they may be qualified with respect to the fixed asset account group.

ARTICLE II

COMPLETION OF THE PROJECT

The Authority has made all contracts and done all things necessary to cause the Project to be constructed and equipped. Title to the Leased Property and all equipment acquired with proceeds of the Bonds and all fixtures thereto shall be held by the Authority, subject to this Lease.

So long as this Lease is in full force and effect, the Authority shall have full power to carry out the acts and agreements provided in this Section, and such power is granted and conferred under this Lease to the Authority, and is accepted by the Authority and shall not be terminated or restricted by act of the Authority or the Municipality, except as provided in this Section.

ARTICLE III

TERM AND RENTS

Section 3.1 Term. The term of the Lease pursuant to this Agreement shall commence as of August 25, 2015. This Agreement shall expire on September 1, 2020, unless the parties shall sooner terminate this Agreement by mutual agreement; provided, however, that the end of said term shall not be advanced nor shall this Agreement expire or be terminated so long as the Bonds shall be outstanding; provided, further, that when the Authority shall have fully paid (or provided for the payment of) all of the principal and interest on the Bonds, this Agreement shall automatically terminate.

Section 3.2 Rentals. During the Leasehold Term the Municipality agrees to pay to the Fiscal Agent for the Authority, without deduction or offset (except as described in the following paragraph), rental payments ("Rentals") semi-annually on February 1 and August 1 of each year commencing on February 1, 2016. The rental payable on any date shall be an amount equal to the sum of the following:

- (1) The amount of principal payable on the Bonds on the next succeeding payment date for the Bonds; and
- (2) The amount of interest payable on the Bonds on the next succeeding payment date for the Bonds.

The schedule of principal and interest payments on the Bonds is shown on Exhibit C attached hereto and incorporated by this reference.

The amount of any Rental payable by the Municipality shall be reduced by the amount of investment earnings, contributions by the Municipality and other monies on deposit in the Debt Service Fund for the Bonds.

The obligation of the Municipality to pay Rentals is conditioned upon (a) the Municipality's "Quiet Enjoyment" of the Leased Property and (b) annual appropriation of the rental payment by the Municipality. The parties acknowledge that the Leased Property is being leased at its fair market value.

Section 3.3 Debt Service on Bonds. The Authority covenants and agrees that the Rentals payable hereunder shall be used only to pay the principal of and interest on the Bonds, as provided in the Resolutions and that no Rentals shall be used to pay operating expenses of the Authority.

Section 3.4 Payment of Costs and Expenses. If the Municipality defaults under any provisions of this Agreement and the Authority employs attorneys or incurs other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of the Municipality herein contained, the Municipality agrees that it will on demand therefor pay to the Authority the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority.

Section 3.5 Not Debt. Notwithstanding anything to the contrary herein contained by implication or otherwise, the obligations of the Municipality created by or arising out of this Agreement shall not be general debt obligations of the Municipality and do not constitute or give rise to charges against its general credit or taxing powers.

Section 3.6 Repairs and Maintenance. The Municipality covenants and agrees throughout the Leasehold Term to maintain the Leased Property and keep the same in as good order and condition as the same are in upon the effective date of this Agreement.

Section 3.7 Utilities. The Municipality agrees to pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service, or any other service used, rendered or supplied upon or in connection with the Leased Property during the Leasehold Term and to protect the Authority and save it harmless against any liability or damages on such account. The Municipality shall also procure any and all necessary permits, licenses or other authorizations thereafter required for the lawful and proper installation and maintenance upon the Leased Property of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Leased Property.

ARTICLE IV

COVENANTS OF MUNICIPALITY

Section 4.1 Restriction on Use. The Municipality covenants that the Leased Property shall be used for public purposes. The Authority covenants and agrees that the Leased Property shall be and remain open to and available for public use to the same extent and in the same manner as if the Leased Property were owned by the Municipality. The Municipality and the Authority agree that, during the term hereof, no portion of the Leased Property shall be sold to, leased to or otherwise used by, a private party in any manner which would cause the Tax-Exempt Bonds to become "private activity bonds" under the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

Section 4.2 Public Liability Insurance. The Municipality shall maintain or cause to be maintained during the Leasehold Term general public liability insurance against all claims for personal injury, death or property damage for which any of the parties might be liable, occurring upon, in or about the Leased Property or any buildings, facilities, sidewalks, streets and passageways, therein or thereon; such insurance to afford protection to the parties to the limit of not

less than \$1,000,000 per occurrence and \$1,000,000 in aggregate per year in respect of personal injury and death and property damage, or such other limits as may be mutually agreed upon.

Section 4.3 Hazard Insurance. (a) The Municipality shall cause any structures that are part of the Leased Property to be continually insured during the Leasehold Term against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures in an amount equal to the replacement value of the property.

(b) In case of damage, loss or destruction of the Leased Property, or any part thereof, or any lost fixtures or equipment thereof during the Leasehold Term, the proceeds of any insurance which pertains to such premises, fixtures and equipment shall be used and applied by the Municipality as promptly as possible to repair, restore, rebuild or replace the same as nearly as possible to the condition existing prior to such damage, loss or destruction.

(c) In consideration of the provisions of this Agreement giving and granting to the Municipality exclusive possession, custody and control of the Leased Property, the Municipality hereby assumes all risks during the Leasehold Term in connection with any damage, loss or destruction of the Leased Property, or any part thereof, or any fixtures or equipment thereof from any and all causes whatsoever, and, in the event of any such damage, loss or destruction, the Municipality covenants and agrees to repair, restore, rebuild or replace the same as nearly as possible to the condition they were in immediately prior to such damage, loss or destruction either from the proceeds of insurance as hereinabove provided in this Section 4.3 provided, or, to the extent such proceeds of insurance are insufficient or unavailable therefor, from available appropriations of moneys derived from other sources.

Section 4.4 Compliance with Laws and Regulations. The Municipality agrees that throughout the Leasehold Term it will promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and local governments and agencies and departments thereof which are applicable to the Municipality and the Leased Property, and whether or not the same requires structural repairs or alterations, which may be applicable to the Leased Property, the fixtures or equipment thereof, or the sidewalks, curbs and parking areas adjoining the demised premises, or the use or manner of use of the Leased Property. The Municipality will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force during the Leasehold Term of this Agreement with respect to the Leased Property and the fixtures and equipment thereof.

Section 4.5 Alterations and Additions to Leased Property. The Municipality shall have the right at any time and from time to time during the Leasehold Term, without liability to the Authority, to make such changes, alterations and additions, structural or otherwise, to the Leased Property and any fixtures and equipment thereof, now or hereafter located on the Leased Property, as the Municipality shall deem necessary or desirable in connection with the use of the Leased Property. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leased Property or the rental value thereof. The cost of any such change, alteration or addition shall be promptly paid and discharged so that the Leased Property shall at all times be free of liens for labor and materials supplied to the Leased Property, provided, however, that the Municipality may in good faith contest any lien if adequate security is provided during the pendency of proceedings so that the Leased Property is not in danger of being lost through lien foreclosure or otherwise. All alterations, additions and

improvements to the Leased Property shall be and become a part of the realty covering the Leased Property.

Section 4.6 Covenants Against Waste. The Municipality covenants during the term of the Lease not to do or suffer or permit any waste or damage, disfigurement or injury to the Leased Property or any building or improvement now or hereafter on the Leased Property or the fixtures or equipment thereof.

Section 4.7 Municipal Budget; Consequences of Non-Appropriation. The Municipality hereby covenants that its staff will include the Rentals to become due hereunder in its annual budget as submitted to the Common Council of the Municipality for approval during each year of the Leasehold Term, and further covenants that its staff will request the necessary appropriation from the Common Council and will exhaust all available administrative reviews and appeals in the event that portion of the budget is not approved. The Municipality reasonably believes, expects and intends that funds will be budgeted and appropriated sufficient to make all payments of Rentals during the term of this Lease Agreement.

If the Common Council of the Municipality in any year does not budget and appropriate the Rentals to become due during the next succeeding year, the Municipality will provide written notice to that effect to the Authority, to the Fiscal Agent and to Robert W. Baird & Co. Incorporated, the original purchaser of the Bonds, no later than 15 days after adoption and approval of that annual budget. This Lease Agreement shall terminate 30 days after notice of any non-appropriation has been given by the Municipality to the Authority, and the Municipality shall, upon such termination, peacefully quit, surrender and deliver up to the Authority, its successors or assigns, the Leased Property in good condition, ordinary wear and tear excepted. Upon such termination, in the event any of the Leased Property has become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, the Municipality shall repair or replace such Leased Property at the Municipality's sole cost prior to surrender of the Leased Property to the Authority, with said repair or replacement subject to the Authority's reasonable approval.

The Municipality will also, whether or not the Rentals due under this Agreement are budgeted and appropriated, furnish the Authority and the Purchaser and the Fiscal Agent with a copy of its annual budget within 15 days of its adoption. All obligations of the Municipality arising under this Lease Agreement during the Municipality's occupancy of the Leased Property shall survive this Lease Agreement.

Section 4.8 Tax Covenant. The Municipality and the Authority covenant for the benefit of the Owners of the Tax-Exempt Bonds that they will not take any action or omit to take any action with respect to the Tax-Exempt Bonds, the proceeds thereof, any other funds of the Municipality and the Authority or any facilities financed with the proceeds of the Tax-Exempt Bonds if such action or omission (i) would cause the interest on the Tax-Exempt Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code and applicable Regulations, or (ii) would cause interest on the Tax-Exempt Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (iii) would subject the Municipality or the Authority to any penalties under Section 148 of the Code. The foregoing covenant shall remain in full force and effect, notwithstanding the

payment in full or defeasance of the Tax-Exempt Bonds, until the date on which all obligations of the Municipality and the Authority in fulfilling the above covenant under the Code have been met.

ARTICLE V

ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 5.1 Assignment and Subleasing by the Municipality. This Lease may not be assigned by the Municipality for any reason. However, the Leased Property may be subleased, as a whole or in part, by the Municipality without the necessity of obtaining the consent of the Authority, subject, however, to each of the following conditions:

(a) The Leased Property may be subleased, in whole or in part, only to an agency or department or political subdivision of the State; or to another entity or entities if, in the opinion of nationally recognized municipal bond counsel, such sublease will not cause the Municipality to violate its tax covenant in Section 4.8 hereof;

(b) This Lease, and the obligations of the Municipality hereunder, shall at all times during the Leasehold Term remain obligations of the Municipality, and the Municipality shall maintain its direct relationships with the Authority notwithstanding any sublease; and

(c) The Municipality shall furnish or cause to be furnished to the Authority a copy of any sublease agreement.

Except as permitted in this Section 5.1, so long as the Bonds are outstanding, neither the Authority nor the Municipality shall mortgage, assign or pledge its interests in the Leased Property or any rentals payable with respect thereto.

Section 5.2 Priority of Lease. No sublessee or assignee of the Leased Property shall mortgage, assign or pledge its interest in the Leased Property or any rentals payable with respect thereto unless such mortgage, assignment or pledge shall be subordinate to this Agreement.

ARTICLE VI

CONDITIONS OF LEASE

Section 6.1 Merger of Interest. It is mutually agreed by the parties hereto that so long as the Bonds are outstanding, the leasehold interest and estate created by this Agreement shall not be merged or deemed to be merged with any reversionary interest and estate of the Municipality in the Leased Property.

Section 6.2 Right to Inspect. The Municipality covenants and agrees during the Leasehold Term to permit the Authority and the authorized agents and representatives of the Authority or the owners of the Bonds to enter the Leased Property at all times during usual business hours for the purpose of inspecting the same.

Section 6.3 Character of Lease. It is mutually agreed that the Lease granted under this Agreement is an absolutely "net" lease and notwithstanding any language herein to the contrary, it is intended and the Municipality expressly covenants and agrees that all rentals and other payments herein required to be made by the Municipality to the Authority shall be made without notice or demand and without set-off, counterclaim, abatement, suspension, deduction or defense, and shall be net payments to the Authority, meaning that the Authority is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring or protection of the Property or any part thereof, all such obligations being the responsibility of the Municipality.

Section 6.4 Condition of Premises. The Municipality, prior to the occupancy thereof, and at all times thereafter, shall fully familiarize itself with the physical condition of the Property and any improvements, fixtures and equipment thereof. The Authority makes no representations whatever in connection with the condition of the Property or the improvements, fixtures or equipment thereof, and the Authority shall not be liable for any latent or patent defects therein.

Section 6.5 Consent to Suit. The Municipality hereby consents and agrees to the institution of any and all actions, including mandamus, against the Municipality or any of its officers which may arise out of this Agreement and, to the extent permitted by law, the Municipality waives resort prior to the bringing of any such action by the Authority, as lessor hereunder, or its assignees to any administrative claim procedure provided in the Wisconsin Statutes.

Section 6.6 Transfer of Title. Upon full and final payment of all Bonds (or if all Bonds shall, prior to maturity or redemption date thereof, have been discharged within the meaning of the Resolutions) and of all amounts due under this Lease Agreement,

(a) this Lease Agreement shall terminate and neither the Municipality nor the Authority nor any Owner of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested; and

(b) title to the Leased Property shall, without any further payment, be transferred to the Municipality, and the Authority shall execute any document of conveyance reasonably requested by the Municipality to evidence such transfer.

Section 6.7 Enjoyment of Property. The Authority hereby covenants that the Municipality shall during the Leasehold Term peaceably and quietly have and hold and enjoy the Property without suit, trouble or hindrance from the Authority, except as expressly required or permitted by this Lease. The Authority shall not interfere with the quiet use and enjoyment of the Property by the Municipality during the Leasehold Term so long as no event of default shall have occurred under the Lease. The Authority shall, at the request of the Municipality and at the cost of the Municipality, join and cooperate fully in any legal action in which the Municipality asserts its right to such possession and enjoyment. In addition, the Municipality may at its own expense join in any legal action affecting its possession and enjoyment of the Property and shall be joined in any action affecting its liabilities hereunder.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Amendments. No modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

Section 7.2 Successors. Except as limited or conditioned by the express provisions hereof, the provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 7.3 Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 7.4 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 7.5 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 7.6 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, postage prepaid, or by prepaid telegram addressed as follows:

If to the Municipality:

City of Prairie du Chien
Attention: City Clerk/Treasurer
214 East Blackhawk Avenue
Prairie du Chien WI 53821

If to the Authority:

Redevelopment Authority of the City of Prairie du Chien
Attention: Secretary
214 East Blackhawk Avenue
Prairie du Chien WI 53821

If to the original purchaser:

Robert W. Baird & Co. Incorporated
777 East Wisconsin Avenue
25th Floor
Milwaukee, WI 53202

If to the Fiscal Agent:

Associated Trust Company, National Association
200 North Adams Street
Green Bay, WI 54301

Any party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

Section 7.7 Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provisions or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

Section 7.8 No Waivers. Failure of the Authority or the Municipality to exercise its rights in connection with any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Authority shall not be deemed to be a waiver of any preceding breach by the Municipality of any term, covenant or condition of this Agreement, other than the failure of the Municipality to pay the particular rental so accepted, regardless of the Authority's knowledge of such preceding breach at the time of acceptance of such rent.

Section 7.9 Recording. Either party hereto may record this Lease Agreement, or a memorandum or short form hereof, executed by both of such parties, in the office of the Registrar of Deeds for Crawford County, Wisconsin.

Section 7.10 No Personal Liability. Under no circumstances shall any officer, elected official or employee of the Municipality or the Authority have any personal liability arising out of this Lease Agreement, nor shall any party seek or claim any such personal liability.

Section 7.11 Beneficiaries of Agreement. This Agreement has been entered into by the Municipality and the Authority for the benefit of the Municipality, the Authority and the Owners of the Bonds, and is not revocable by the Municipality or the Authority prior to the payment in full of the Bonds. This Agreement shall be binding upon and inure to the benefit of the Municipality and the Authority and shall constitute a third party beneficiary contract for the benefit of the Owners of the Bonds. Nothing in this Lease Agreement expressed or implied is intended or shall be construed to give any person other than the Municipality, the Authority and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions therein or herein contained; all such covenants are for the sole and exclusive benefit of the Municipality, the Authority and the Owners of the Bonds.

IN WITNESS WHEREOF, the City of Prairie du Chien, Wisconsin, has caused these presents to be executed by its Mayor and City Clerk/Treasurer and its seal affixed, and the Redevelopment Authority of the City of Prairie du Chien has caused these presents to be executed by its Chairperson and Secretary, all as of the day and year first hereinabove set forth.

CITY OF PRAIRIE DU CHIEN, WISCONSIN

(SEAL)

By _____
Mayor

And _____
City Clerk/Treasurer

REDEVELOPMENT AUTHORITY OF
THE CITY OF PRAIRIE DU CHIEN

By _____
Chairperson

And _____
Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF CRAWFORD)

On the ____ day of _____, 2015, before me, a Notary Public in and for said County, personally appeared David Hemmer and Barbara L. Elvert, the Mayor and City Clerk/Treasurer, respectively, of the above-named City of Prairie du Chien, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and known to me to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers; that they know the seal of said municipal corporation; that the seal affixed to said instrument is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of said municipal corporation by authority of its governing body pursuant to resolution passed and approved; and that said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of said municipal corporation by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Name (Printed): _____
Notary Public
Crawford County, Wisconsin
My Commission: _____

COPY

STATE OF WISCONSIN)
) SS
COUNTY OF CRAWFORD)

On the ____ day of _____, 2015, before me, a Notary Public in and for said County, personally appeared Robert Standorf and Aaron Kramer, the Chairperson and Secretary, respectively, of the Redevelopment Authority of the City of Prairie du Chien, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairperson and Secretary of said Authority, and acknowledged that they executed the foregoing instrument as such officers; that said instrument was signed by them as such officers of and on behalf of said Authority by authority of its Commissioners; and the said Authority acknowledged the execution of said instrument to be the free and voluntary act and deed of said Authority by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Name (Printed): _____
Notary Public
Crawford County, Wisconsin
My Commission: _____

This document was drafted by:
Rebecca A. Speckhard
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION
RIGHT OF WAY
CLIFF HAVEN ROAD

(SEE ATTACHED)

COPY

EXHIBIT A
LEGAL DESCRIPTION
RIGHT OF WAY
CLIFF HAVEN ROAD

A parcel located in Farm Lot 22 of the Private Land Claims at Prairie du Chien, Crawford County, Wisconsin, bound by the following described line; Commencing at the Southeast corner of Farm Lot 22 of the Private Land Claims at Prairie du Chien; Thence S85°52'59"W, 224.91 Feet to the west right of way line of State Highway "35"; Thence N04°27'01"W, 308.45 Feet along the west right of way line of State Highway "35" to the Point of Beginning; Thence S85°52'59"W, 1353.44 Feet, to a point on a curve to the right having a radius of 60.00 feet and a central angle of 168°32'35"; Thence Northerly and Westerly, 176.50 feet along the arc of said curve, the long chord of which bears S85°54'39"W, 119.40 Feet; Thence S85°54'01"W, 176.82 Feet to the east right of way line of the Burlington Northern Railroad; Thence S00°58'45"W, 66.26 Feet along the east right of way line of the Burlington Northern Railroad; Thence N85°54'01"E, 242.41 Feet; Thence N85°52'59"E, 1413.51 Feet to the west right of way line of State Highway "35"; Thence N04°27'01"W, 66.00 Feet along the west right of way line of State Highway "35" to the Point of Beginning.

The above right of way for Cliff Haven Road is as dedicated in Certified Survey Map No. 722, recorded 8/7/1996, in Volume 6-CSM-16-16B, inclusive, as Document No. 250991, in the office of the Register of Deeds for Crawford County, Wisconsin.

EXHIBIT B

DESCRIPTION OF LEASED IMPROVEMENTS

All municipal water and sewer mains, laterals, lift stations, pumps and related appurtenances and equipment constructed within the Redevelopment Project Area and Tax Incremental District No. 6 of the City of Prairie du Chien, Wisconsin.

COPY

EXHIBIT C

SCHEDULE OF DEBT SERVICE PAYMENTS ON THE BONDS

(SEE ATTACHED)

COPY

BOND DEBT SERVICE

RDA of the City of Prairie du Chien, WI
 Taxable Lease Rev. Refunding Bonds, 2015A
 Final - R.W. Baird & Co., Inc.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2016			28,951.42	28,951.42	
09/01/2016	755,000	1.600%	28,017.50	783,017.50	811,968.92
03/01/2017			21,977.50	21,977.50	
09/01/2017	765,000	2.000%	21,977.50	786,977.50	808,955.00
03/01/2018			14,327.50	14,327.50	
09/01/2018	785,000	2.300%	14,327.50	799,327.50	813,655.00
03/01/2019			5,300.00	5,300.00	
09/01/2019	400,000	2.650%	5,300.00	405,300.00	410,600.00
	2,705,000		140,178.92	2,845,178.92	2,845,178.92

COPY

BOND DEBT SERVICE

RDA of the City of Prairie du Chien, WI
 Lease Rev. Refunding Bonds, 2015B
 Final - R.W. Baird & Co., Inc.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2016			9,926.46	9,926.46	
09/01/2016			9,606.25	9,606.25	19,532.71
03/01/2017			9,606.25	9,606.25	
09/01/2017			9,606.25	9,606.25	19,212.50
03/01/2018			9,606.25	9,606.25	
09/01/2018			9,606.25	9,606.25	19,212.50
03/01/2019			9,606.25	9,606.25	
09/01/2019	400,000	1.400%	9,606.25	409,606.25	419,212.50
03/01/2020			6,806.25	6,806.25	
09/01/2020	825,000	1.650%	6,806.25	831,806.25	838,612.50
	1,225,000		90,782.71	1,315,782.71	1,315,782.71

COPY

EXHIBIT D TO RESOLUTION
BOND PURCHASE AGREEMENT

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.



BOND PURCHASE AGREEMENT

August 4, 2015

Mr. Robert Standorf, Chairperson
and Members of the Redevelopment Authority
Redevelopment Authority of the City of Prairie du Chien
214 East Blackhawk Avenue
Prairie du Chien, WI 53821

Dear Mr. Standorf and Members of the Redevelopment Authority:

Robert W. Baird & Co. Incorporated (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement (the "Agreement") with the Redevelopment Authority of the City of Prairie du Chien (the "Issuer") for the purchase by the Underwriter and sale by the Issuer of all its \$2,705,000.00 Taxable Redevelopment Lease Revenue Refunding Bonds, Series 2015A (the "Securities"), to be dated August 25, 2015. This offer is made subject to acceptance by the Issuer on August 4, 2015. The Securities shall mature, bear interest at the rates, have such terms and be payable at the times, all as set forth in Exhibit A attached hereto. The issuance and terms of the Securities will be duly authorized and adopted by the Issuer by a resolution dated August 4, 2015 (the "Resolution").

Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriter hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) the Securities, at a price of \$2,671,187.50 (representing the principal amount of the Securities less underwriter's discount of \$33,812.50), plus accrued interest, if any, from the dated date to the date of delivery.

The closing shall occur on August 25, 2015, at a time to be determined, or on such other date mutually agreeable to the Issuer and the Underwriter (the "Closing"). The Securities will be delivered as fully registered bonds, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, which will act as securities depository for the Securities.

The Issuer confirms that the Preliminary Official Statement (including any addenda or amendments thereto) delivered to the Underwriter was and hereby is "deemed final" as of its date by the Issuer for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"), and the Issuer consented to its distribution and use by the Underwriter prior to the date hereof in connection with the public offering and sale of the Securities.

The Securities are being purchased subject to satisfaction of the following conditions at Closing:

1. The Issuer agrees to take such action as necessary so that the Underwriter will be in receipt of a final Official Statement (the "Official Statement") within seven (7) business days after the date hereof and in sufficient time to accompany any confirmation that requests payment from any customer, and in sufficient quantity to comply with paragraph (b)(4) of the Rule and applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriter in connection with the public offering and sale of the Securities. At the time of or prior to the Closing, the Underwriter will file, or cause to be filed, the Official Statement with the MSRB.
2. If applicable, the current rating on the Securities or on the insurer of the Securities shall not have been lowered, put on negative outlook, suspended or withdrawn by an applicable credit ratings agency.
3. Bond Counsel shall provide an unqualified approving opinion in form and substance satisfactory to the Underwriter.
4. The City of Prairie du Chien, Wisconsin shall execute and deliver a written undertaking to provide ongoing disclosure for the benefit of holders of the Securities as required by the Rule, subject to any applicable exemptions under the Rule.
5. The Issuer shall deliver true and complete copies of the Resolution authorizing the issuance and sale of the Securities, which shall be in full force and effect.
6. The Issuer shall deliver one or more closing, compliance, tax and other certificates from its duly authorized representatives as the Underwriter may reasonably request.

7. None of the following has occurred or exists as of the Closing: (a) any development adversely affecting the legality of the issuance, sale or delivery of the Securities or the tax treatment of interest to be received on the Securities; (b) any outbreak or escalation of hostilities, a declaration of war by the United States, a national emergency or other national or international calamity or crisis materially affecting the financial markets of the United States; (c) a material disruption in securities settlement, payment or clearance services affecting the Securities or a new restriction on transactions in securities materially affecting the market for securities; (d) a general banking moratorium shall have been declared by authorities having jurisdiction and be in force; (e) an event or circumstance that either makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect.

The Issuer agrees to indemnify and hold harmless the Underwriter against any and all losses, claims, damages, expenses or liabilities incurred by the Underwriter that arise out of or are based upon any untrue statement or alleged untrue statement of a material fact made in the Preliminary Official Statement or Official Statement or which arise out of or are based upon the omission or alleged omission to state in such connection a material fact required to be stated therein or necessary in order to make the statements made therein not misleading in light of the circumstances under which they are made.

The Issuer shall pay or cause to be paid the fees and expenses of financial advisor, bond counsel, rating agencies as well as all other expenses incident to the performance of the Issuer's obligations hereunder.

The Issuer acknowledges and agrees that the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a municipal advisor, financial advisor or agent of the Issuer. The Underwriter has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Securities or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

Unlike a municipal advisor or financial advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities law and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests. Although MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors, the Underwriter's primary role is to purchase the Securities with a view to distribution and it has financial and other interests that differ from those of the Issuer. The Underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price, but must balance that duty to sell the Securities to investors at prices that are fair and reasonable. The Underwriter has reviewed the Official Statement for the Securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

The Underwriter's compensation in the form of a fee or discount from the public offering price is contingent on the closing of the Offering. Such compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest because it may cause the Underwriter to recommend a transaction that is unnecessary or to recommend that the transaction be larger than is necessary.



Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 
John A. Mchan, Managing Director

Date: August 4, 2015

ACCEPTED:

Redevelopment Authority of the City of Prairie du Chien

By: _____
Robert Standorf, Chairperson

Date: August 4, 2015

By: _____
Aaron Kramer, Secretary

Date: August 4, 2015



Exhibit A

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2016			28,951.42	28,951.42	
09/01/2016	755,000	1.600%	28,017.50	783,017.50	811,968.92
03/01/2017			21,977.50	21,977.50	
09/01/2017	765,000	2.000%	21,977.50	786,977.50	808,955.00
03/01/2018			14,327.50	14,327.50	
09/01/2018	785,000	2.300%	14,327.50	799,327.50	813,655.00
03/01/2019			5,300.00	5,300.00	
09/01/2019	400,000	2.650%	5,300.00	405,300.00	410,600.00
	2,705,000		140,178.92	2,845,178.92	2,845,178.92

EXHIBIT E TO RESOLUTION
PRICING AND DEBT SERVICE SCHEDULES

To be provided by Public Financial Management Inc. and incorporated into the Resolution.

BOND PRICING

RDA of the City of Prairie du Chien, WI
 Taxable Lease Rev. Refunding Bonds, 2015A
 Final - R.W. Baird & Co., Inc.

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component (Taxable):					
	09/01/2016	755,000	1.600%	1.600%	100.000
	09/01/2017	765,000	2.000%	2.000%	100.000
	09/01/2018	785,000	2.300%	2.300%	100.000
	09/01/2019	400,000	2.650%	2.650%	100.000
		2,705,000			

Dated Date	08/25/2015	
Delivery Date	08/25/2015	
First Coupon	03/01/2016	
Par Amount	2,705,000.00	
Original Issue Discount		
Production	2,705,000.00	100.000000%
Underwriter's Discount	-33,812.50	-1.250000%
Purchase Price	2,671,187.50	98.750000%
Accrued Interest		
Net Proceeds	2,671,187.50	

BOND DEBT SERVICE

RDA of the City of Prairie du Chien, WI
 Taxable Lease Rev. Refunding Bonds, 2015A
 Final - R.W. Baird & Co., Inc.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2016			28,951.42	28,951.42	
09/01/2016	755,000	1.600%	28,017.50	783,017.50	811,968.92
03/01/2017			21,977.50	21,977.50	
09/01/2017	765,000	2.000%	21,977.50	786,977.50	808,955.00
03/01/2018			14,327.50	14,327.50	
09/01/2018	785,000	2.300%	14,327.50	799,327.50	813,655.00
03/01/2019			5,300.00	5,300.00	
09/01/2019	400,000	2.650%	5,300.00	405,300.00	410,600.00
	2,705,000		140,178.92	2,845,178.92	2,845,178.92

EXHIBIT F TO RESOLUTION

(Form of Bond)

REGISTERED

REGISTERED

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF CRAWFORD
REDEVELOPMENT AUTHORITY OF THE CITY OF PRAIRIE DU CHIEN

TAXABLE REDEVELOPMENT LEASE REVENUE REFUNDING BOND, SERIES 2015A

<u>Number</u>	<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>Amount</u>	<u>CUSIP</u>
R-__	____%	September 1, 20__	August 25, 2015	\$_____	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Redevelopment Authority of the City of Prairie du Chien, Crawford County, Wisconsin (the "Authority"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date specified above, the principal amount specified above and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Bond is not subject to optional redemption prior to maturity.

This Bond is transferable only upon the books of the Authority kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as

depository for the Bonds, and the Authority appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Authority for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and Authority may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond is issued by the Authority for the purpose of paying the cost of refunding obligations issued for the purpose of carrying out a program of blight elimination, community development and urban renewal on property in a designated redevelopment project area in the City of Prairie du Chien, Wisconsin (the "Municipality") as more fully described in the redevelopment plan adopted in connection therewith. A portion of the public improvements undertaken pursuant to the program and certain property located within the redevelopment project area will be leased to the Municipality.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Wisconsin, particularly Section 66.1333 of the Wisconsin Statutes and pursuant to a resolution (the "Bond Resolution") adopted by the Authority on August 4, 2015, which Bond Resolution is recorded in the official minutes of the Authority for said date. THIS BOND IS A LIMITED OBLIGATION OF THE AUTHORITY. THE AUTHORITY HAS NO TAXING POWERS. THIS BOND SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF THE AUTHORITY, THE MUNICIPALITY, THE COUNTY IN WHICH THEY ARE LOCATED, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION, STATUTORY LIMITATION, OR CHARTER PROVISION OR LIMITATION THEREOF AND SHALL NOT BE A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS, EXCEPT TO THE EXTENT THAT THIS BOND IS SECURED BY AN AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE MUNICIPALITY AND THE AUTHORITY DATED AS OF AUGUST 25, 2015 (THE "LEASE").

This Bond is secured solely by the Lease. The Lease also secures the Authority's Redevelopment Lease Revenue Refunding Bonds, Series 2015B (the "2015B Bonds"). The Lease is effective the 25th day of August, 2015 and expires on the 1st day of September, 2020 or at such sooner time as all the principal and interest due on the Bonds of this issue and on the 2015B Bonds is paid in full, subject to earlier termination as provided therein.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the revenues pledged to the payment of the principal of, premium, if any, and interest on this Bond and the issue of which it forms a part, as the same become due, will be sufficient in amount for that purpose.

IN WITNESS WHEREOF, the Redevelopment Authority of the City of Prairie du Chien, Wisconsin, having no official or corporate seal, has caused this Bond to be signed in its name by its Chairperson and its Secretary, all as of the date of original issue specified above.

REDEVELOPMENT AUTHORITY OF
THE CITY OF PRAIRIE DU CHIEN,
WISCONSIN

By: _____
Chairperson

By: _____
Secretary

COPY

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Bond Resolution of the Redevelopment Authority of the City of Prairie du Chien, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
Green Bay, Wisconsin

COPIES

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE OF ASSIGNEE)

Please insert Social Security or other
identifying number of assignee

the within Bond, and all rights thereunder, hereby irrevocably constituting and appointing

Books of the Issuer, with full power of substitution in the premises.

COPY

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT G TO RESOLUTION
FISCAL AGENCY AGREEMENT

FISCAL AGENCY AND TRUST AGREEMENT

THIS AGREEMENT, made as of August 25, 2015, between the Redevelopment Authority of the City of Prairie du Chien, Wisconsin ("Authority"), and Associated Trust Company, National Association, Green Bay, Wisconsin ("Bank" or "Fiscal Agent").

WITNESSETH:

WHEREAS, the Authority has authorized the issuance of its \$2,705,000 Taxable Redevelopment Lease Revenue Refunding Bonds, Series 2015A (the "Obligations"); and

WHEREAS, the Authority is issuing the Obligations in registered form; and

WHEREAS, pursuant to a Resolution adopted by the Authority on August 4, 2015 (the "Resolution") and Sec. 67.10(2) Wis. Stats. the Authority has authorized the appointment of the Bank as fiscal agent of the Authority for holding and investing the Debt Service Fund provided for under the Resolution and for payment of principal and interest on, authenticating, registering and transferring the Obligations as well as other applicable responsibilities permitted by Sec. 67.10(2) Wis. Stats.

NOW, THEREFORE, the Authority and the Bank hereby agree as follows:

I. APPOINTMENT

The Bank is hereby appointed fiscal agent of the Authority with respect to the Obligations for the purpose of performing such of the responsibilities stated in Sec. 67.10(2) Wis. Stats. as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Authority.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall be responsible for investment of the funds held in the Debt Service Fund as provided in Section XII hereof.

III. PAYMENTS

At least thirty days before each interest payment date (commencing with the interest payment date of March 1, 2016 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Authority shall pay to the Fiscal Agent, in good funds available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on Schedule A.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Authority a certificate regarding such

cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Authority a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity date.

VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Authority, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Authority. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Authority shall cooperate in any such transfer, and the appropriate officers of the Authority are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

X. AUTHENTICATION, IF REQUIRED

The Fiscal Agent shall sign and date the Certificate of Authentication, if any, on each Obligation on the date of delivery, transfer or exchange of such Obligation. The Fiscal Agent shall distribute and/or retain for safekeeping the Obligations in accordance with the direction of the registered owners thereof.

XI. STATEMENTS

The Fiscal Agent shall furnish the Authority with an accounting of interest and funds upon reasonable request.

XII. DEBT SERVICE FUND

The Debt Service Fund established by the Authority with respect to the Obligations and the Redevelopment Lease Revenue Refunding Bonds, Series 2015B, dated August 25, 2015 (the "2015B Bonds") shall be held by the Bank, as trustee.

(a) Debt Service Fund. Each February 1 and August 1 commencing February 1, 2016 the City will, pursuant to the Amended and Restated Lease Agreement between the Authority and the City dated as of August 25, 2015 (the "Lease"), deposit into the Debt Service Fund an amount not less than the interest next coming due on the Obligations and the 2015B Bonds, plus the principal maturing on such interest payment date, as provided in the Resolution. The amount of any such payment shall be reduced by the amount of investment earnings, contributions by the City and other monies on deposit in the Debt Service Fund. The Authority agrees that it shall, at least thirty (30) days before each semi-annual interest payment date, pay to the Fiscal Agent the sum required by Section III hereof to the extent the payment made by the City and other funds on deposit in the Debt Service Fund are insufficient to pay the interest of or principal of the Obligations and the 2015B Bonds next coming due. However, the payment of principal of and interest on the Obligations and the 2015B Bonds is payable solely from revenues received by the Authority pursuant to the Lease and nothing in this Agreement shall be considered as pledging any other funds or assets of the Authority. The Debt Service Fund shall be held by the Bank, as trustee, and invested by the Bank at the direction of the Authority in bonds or securities issued or guaranteed as to principal and interest by the federal government or by a commission, board or other instrumentality of the federal government, and used to pay principal of and redemption premium and interest on the Obligations and the 2015B Bonds in accordance with the terms of the Resolution and as provided in Sections VI and VII above. No investments made with monies on deposit in the Debt Service Fund shall mature later than the date the monies are needed to pay principal and/or interest on the Obligations and the 2015B Bonds.

(b) Notification to City. Pursuant to Section 4.7 of the Lease, the City has an obligation to provide the Fiscal Agent with a copy of the City's annual budget within 15 days of its adoption. If the Fiscal Agent does not receive a copy of the City's annual budget for any calendar year by December 15 of the immediately preceding year, the Fiscal Agent shall send a notice to the City

reminding the City of its obligation under Section 4.7 of the Lease and requesting that the City promptly provide the Fiscal Agent with a copy of its annual budget for that calendar year. In addition, if the Fiscal Agent receives notice from the City of the City's nonappropriation of any rentals due under the Lease, the Fiscal Agent shall immediately forward a copy of said notice to the Purchaser.

XIII. FEES

The Authority agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

XIV. ASSIGNMENT OF RIGHTS UNDER LEASE

In consideration of the premises and the acceptance by the Bank of the trusts created in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the payment of principal of and interest on the Obligations and the 2015B Bonds, the Authority does hereby pledge, assign, grant a security interest in and confirm unto the Bank, as fiscal agent, all and singular the properties, revenues and rights hereinafter described, whether now owned or hereafter acquired, and the proceeds thereof, to wit:

1. All right, title and interest of the Authority in, to and under the Lease and the right to receive revenues and payments from the City thereunder; and
2. All right, title and interest of the Authority in and to the Debt Service Fund and the cash, securities and investments which it comprises;

in trust, for the equal and ratable benefit and security of the owners of the Obligations and the 2015B Bonds without preference, priority or distinction as to lien or otherwise of any particular Obligation over any other Obligation or 2015B Bond.

The Authority covenants and agrees that except as provided herein and in the Lease it will not sell, assign, pledge, transfer, encumber or otherwise dispose of the revenues and payments to be received under the Lease. The Authority agrees that the Bank, as fiscal agent, in its own name may enforce all rights of the Authority and all obligations of the City under and pursuant to the Lease for and on behalf of the owners of the Obligations whether or not the Authority is in default hereunder, but the Bank shall not thereby be deemed to have assumed the obligations of the Authority under the Lease and shall have no obligations thereunder except as expressly provided herein or therein. The Authority hereby agrees to cooperate fully with the Bank in any proceedings or to join in or commence in its own name any proceedings necessary to enforce the rights of the Authority and all obligations of the City under and pursuant to the Lease if the Bank shall so request.

XV. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the Authority or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of

the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) The Fiscal Agent may at any time resign by giving not less than 60 days written notice to Authority. Upon receiving such notice of resignation, Authority shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Authority at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Authority and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Authority, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Authority shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Authority.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2) Wis. Stats., as amended.

(c) Termination. This Agreement shall terminate five years after (i) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (ii) the Authority's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise be

law, be turned over to the Authority after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Authority's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

REDEVELOPMENT AUTHORITY OF THE CITY
OF PRAIRIE DU CHIEN,
WISCONSIN

By _____
Chairperson

COPY

Secretary

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN
Fiscal Agent

By _____
Title _____

COPY

Attest _____
Title _____

(SEAL)

SCHEDULE A

Debt Service Schedule

\$2,705,000 Taxable Redevelopment Lease Revenue Refunding Bonds,
Series 2015A of the Redevelopment Authority of
the City of Prairie du Chien, Wisconsin
Dated August 25, 2015

(SEE ATTACHED)

COPY

BOND DEBT SERVICE

RDA of the City of Prairie du Chien, WI
 Taxable Lease Rev. Refunding Bonds, 2015A
 Final - R.W. Baird & Co., Inc.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2016			28,951.42	28,951.42	
09/01/2016	755,000	1.600%	28,017.50	783,017.50	811,968.92
03/01/2017			21,977.50	21,977.50	
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03/01/2018			14,327.50	14,327.50	
09/01/2018	785,000	2.300%	14,327.50	799,327.50	813,655.00
03/01/2019			5,300.00	5,300.00	
09/01/2019	400,000	2.650%	5,300.00	405,300.00	410,600.00
	2,705,000		140,178.92	2,845,178.92	2,845,178.92

COPY

SCHEDULE B

(SEE ATTACHED)

COPY

EXHIBIT H TO RESOLUTION

CALL NOTICE

(See Attached)

NOTICE OF FULL CALL*

REDEVELOPMENT AUTHORITY OF THE CITY OF PRAIRIE DU CHIEN
CRAWFORD COUNTY, WISCONSIN
TAXABLE REDEVELOPMENT LEASE REVENUE REFUNDING BONDS, SERIES 2005B
DATED AUGUST 23, 2005

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on September 1, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
09/01/2016	\$575,000	6.15%	739492BQ8
09/01/2017	610,000	6.30	739492BR6
09/01/2018	650,000	6.40	739492BS4
09/01/2019	150,000	6.50	739492BT2

Upon presentation and surrender of said Bonds to Associated Trust Company, National Association, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on September 1, 2015.

By Order of the
Redevelopment Authority of the
City of Prairie du Chien
Secretary

Dated _____

* To be provided to Associated Trust Company, National Association at least thirty-five (35) days prior to September 1, 2015. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, or facsimile transmission, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to September 1, 2015 and to the MSRB.

In addition, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.