

**FIRST SUPPLEMENTAL INDENTURE OF TRUST**

THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST (the "First Supplemental Indenture"), dated as of August 1, 2001, is entered into between the CITY OF MILWAUKEE, WISCONSIN, a municipal corporation and political subdivision of the State of Wisconsin (the "Issuer"), and M&I NATIONAL TRUST COMPANY, as trustee (the "Trustee").

**WITNESSETH:**

WHEREAS, the Issuer and the Trustee have heretofore executed and delivered an Indenture of Trust, dated as of May 1, 1998 (the "Indenture"), pursuant to which the Issuer issued its \$3,000,000 Industrial Development Revenue Bonds, Series 1998 (Service Heat Treating, Inc. Project) (the "Bonds"), of which \$2,600,000 principal amount remains outstanding; and

WHEREAS, pursuant to a Loan Agreement dated as of May 1, 1998 (the "Loan Agreement") between the Issuer and Service Heat Treating, Inc., a Wisconsin corporation and Service Continuous, Inc., a Wisconsin corporation (the "Borrowers"), the Issuer loaned the proceeds of the Bonds to the Borrowers, and the Borrowers agreed to provide the Issuer with funds sufficient to pay the principal of and interest on the Bonds when due; and

WHEREAS, the Borrower's obligation is evidenced by a Promissory Note (the "Note") dated May 29, 1998; and

WHEREAS, it is the purpose of this First Supplemental Indenture to amend the principal maturity schedule of the Bonds; and

WHEREAS, the June 1, 2001 principal payment has been waived with the consent of the owner of 100% of the Bonds outstanding; and

WHEREAS, pursuant to Section 1302 of the Indenture, the Issuer and the Trustee may amend the Indenture with the consent of the Borrowers and written approval of all Bondowners; and

WHEREAS, the Trustee has received the written consent of the Borrowers and the written approval from the registered owner of 100% of the principal amount of the Bonds to enter into this First Supplemental Indenture;

NOW THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE  
WITNESSETH:

**Section 1. Amendment to Section 101.**

Section 101 of the Indenture is amended by deleting the definition of Series 1998 Promissory Note and replacing it with the following:

“Series 1998 Promissory Note” means the Borrower’s promissory note, dated the Effective Date, as may be amended from time to time, issued in the principal amount of the Loan Amount payable to the order of the Municipality as evidence of the Loan, and any promissory note that may be issued in replacement thereof.”

**Section 2. Amendment to Section 401.**

Section 401 of the Indenture is amended by deleting the table relating to the dates and principal amounts that the Bonds mature on and replacing it with the following table:

<u>Principal Maturity Date</u>	<u>Principal Amount</u>
June 1, 1999	\$200,000
June 1, 2000	200,000
June 1, 2002	350,000
June 1, 2003	350,000
June 1, 2004	375,000
June 1, 2005	375,000
June 1, 2006	375,000
June 1, 2007	375,000
June 1, 2008	400,000

**Section 3. Amendment to Section 1502.**

The form of the Bond in Section 1502 of the Indenture is amended in its entirety to read as attached hereto as Exhibit A.

**Section 4. Effectiveness; Ratification of Indenture; Definitions Applicable.**

The amendments to the Indenture contained herein shall be effective as of August 17, 2001. The June 1, 2001 principal payment has been waived with the consent of the owner of 100% of the Bonds outstanding, and the principal payment shall not be deemed to be overdue. Except as expressly provided in this First Supplemental Indenture, the provisions of the Indenture shall remain in full force and effect. Terms not otherwise defined herein have the meanings assigned to such terms in the Indenture.

**Section 5. Execution in Counterparts.**

This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this First Supplemental Indenture to be executed on their behalf, all as of the date first written above.

CITY OF MILWAUKEE, WISCONSIN

By \_\_\_\_\_  
Its Mayor

[SEAL]

Attest \_\_\_\_\_  
Its Clerk

Countersigned \_\_\_\_\_  
Its Comptroller

M&I NATIONAL TRUST COMPANY,  
as Trustee

[SEAL]

By \_\_\_\_\_  
Its \_\_\_\_\_

The undersigned, as Borrowers, hereby consent to the foregoing First Supplemental Indenture.

SERVICE HEAT TREATING, INC.

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

SERVICE CONTINUOUS, INC.

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

The undersigned, as owner of 100% of the Bonds as of \_\_\_\_\_, 2001,  
hereby approves the foregoing First Supplemental Indenture of Trust.

M&I MARSHALL & ILSLEY BANK

By \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT A**