

TRUST INDENTURE

Between

CITY OF MILWAUKEE

and

U.S. BANK NATIONAL ASSOCIATION
as Trustee

Dated as of April 1, 2012

**RELATING TO
CITY OF MILWAUKEE
EXTENDABLE MUNICIPAL
COMMERCIAL PAPER NOTES
2012 PROGRAM
SERIES C___, R___ AND T___**

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of April 1, 2012 (this “Indenture”), is between the City of Milwaukee (the “City”), a municipal corporation of the State of Wisconsin, and U.S. Bank National Association (the “Trustee”), a national banking association duly organized, validly existing and authorized to accept the duties and obligations set out by virtue of the laws of the United States and having a corporate trust office located in the City of Chicago, Illinois, as trustee,

WITNESSETH:

WHEREAS, pursuant to Section 67.12(1)(b)(1) of the Wisconsin Statutes the City is authorized to issue municipal obligations in anticipation of receiving proceeds from bonds or notes the City has authorized to issue under Chapter 67 of the Wisconsin Statutes; and

WHEREAS, pursuant to Resolution File Number _____ adopted on _____ (the “Refunding Resolution”), the Common Council of the City has authorized the issuance of general obligation refunding promissory notes (the “GO Refunding Notes”) in an aggregate principal amount not to exceed [AUTHORIZED AMOUNT]; and

WHEREAS, pursuant to Resolution File Number _____ adopted on _____ (the “CP Note Resolution”), the Common Council of the City has authorized the issuance of note anticipation promissory notes in the form of extendable commercial paper notes (the “Extendable CP”) in an aggregate principal amount outstanding at any time of not to exceed [AUTHORIZED AMOUNT] in anticipation of receiving proceeds from the GO Refunding Notes; and

WHEREAS, on _____ the Commissioners of the Public Debt of the City adopted a resolution (the “PDC Extendable CP Resolution”) approving the sale of the Extendable CP in accordance with the CP Note Resolution; and

WHEREAS, the City wishes to provide in this Indenture for the issuance, from time to time, of its Extendable CP in an aggregate principal amount outstanding at any one time not exceeding \$200,000,000 (the “Authorized Amount”), as authorized by the CP Note Resolution, and designated as “City of Milwaukee, Extendable Municipal Commercial Paper Notes, 2012 Program Series C__” (Capital Projects), “City of Milwaukee, Extendable Municipal Commercial Paper Notes, 2012 Program Series R__” (Cash Flow) and “City of Milwaukee, Extendable Municipal Commercial Paper Notes, 2012 Program Series T__” (Taxable) (collectively, the “Notes”); and

WHEREAS, although the City has the option to extend the maturity of a Note, the City intends, but is not obligated, to pay each Note on its Original Maturity Date from the proceeds of newly issued Notes of the same series, from the proceeds of GO Refunding Notes, or from other funds available to the City for such purpose. The option to extend the maturity exists solely in case there is a disruption in liquidity and not for the purpose of gaining an interest rate advantage; and

WHEREAS, the City wishes to provide in this Indenture that such Notes be limited obligations of the City issued in anticipation of receiving proceeds from GO Refunding Notes

that in this Indenture the City has covenanted to issue pursuant to the Refunding Resolution to repay the Notes and the Trustee is willing to accept the trusts provided in this Indenture;

NOW, THEREFORE, the City and the Trustee agree as follows each for the benefit of the other and/or the benefit of holders of the Commercial Paper Notes secured by this Indenture:

ARTICLE I

Definitions; General Authorization; Ratification

Section 1.01. Definitions. The following definitions shall, for all purposes of this Indenture and Supplemental Indentures, have the meanings herein specified unless the context clearly requires otherwise:

“Authenticating Agent” means, with respect to any Series, each person or entity, if any, designated by the City herein or in any Supplemental Indenture to manually sign the certificate of authentication on the Commercial Paper Notes, and its successors and assigns, and any other person or entity which may at any time be substituted for it pursuant hereto. Initially, the Authenticating Agent shall be the Issuing and Paying Agent.

“Authorized Amount” means \$200,000,000; provided that such amount may be issued in one or more Series; and provided, further, that the aggregate amount outstanding under this Indenture at any one time among all Series may not exceed such amount.

“Authorized City Representative” means the Comptroller or such other officer or employee of the City or other person, which other officer, employee or person has been designated by the Comptroller as an Authorized City Representative by written notice delivered by the Comptroller to the Trustee and the Issuing and Paying Agent.

“Beneficial Owner” means the Person in whose name a Note is recorded as beneficial owner of such Note by the Note Depository, Participant, or Indirect Participant, as the case maybe.

“Bond Counsel” means an attorney or firm or firms of attorneys of national recognition selected or employed by the City with knowledge and experience in the field of municipal finance.

“Business Day” means any day other than (i) a Saturday, Sunday or other day on which commercial banks in New York, New York, Milwaukee, Wisconsin or the city in which is located the office of the Issuing and Paying Agent, are authorized or required by law to close, or (ii) a day on which the New York Stock Exchange is closed.

“City” means the City of Milwaukee, a municipal corporation of the State of Wisconsin.

“Closing Date” means the date on which the initial series of Notes are issued hereunder.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable United States Treasury Regulations proposed or in effect with respect thereto.

“Comptroller” means the Comptroller of the City.

“Commercial Paper Debt Service Account” or “Debt Service Account” means the account by that name established pursuant to Section 4.01(b)(1) hereof.

“Commercial Paper Notes” or “Notes” means notes of the City with a final maturity of not more than 180 days from the Issue Date, and which are authorized to be issued and reissued from time to time under Article II of this Indenture (in the case of the Series C___ Notes, the Series R___ Notes and the Series T___ Notes).

“Costs of Issuance” means all reasonable costs incurred by the City in connection with the issuance of a Series, including, but not limited to: (a) counsel fees related to the issuance of such Series (including, but not limited to, bond counsel and the Trustee’s counsel); (b) financial advisor fees incurred in connection with the issuance of such Series; (c) rating agency fees; (d) the initial fees and expenses of the Trustee and the Issuing and Paying Agent; (e) accountant fees related to the issuance of such Series; (f) printing and publication costs; and (g) any other fee or cost incurred in connection with the issuance of such Series that constitutes an “issuance cost” within the meaning of Section 147(g) of the Code.

“CP Note Resolution” means Resolution File Number _____ adopted by the Common Council of the City on _____, 2012.

“Dealer” means collectively, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley, and Loop Capital Markets for as long as such firm is acting as a dealer for the City with respect to the Notes, or any successor Dealer appointed pursuant to the Dealer Agreement, as approved by the City.

“Dealer Agreement” means the Commercial Paper Dealer Agreement, dated as of April 1, 2012, between the City and a Dealer, as amended and supplemented from time to time, and any such agreement with any successor Dealer.

“Debt Service Fund” means the fund by that name established pursuant to Section 4.01(b) hereof.

“Designated Representative” means the Comptroller, and any additional individuals designated to complete and deliver Issuance Requests who have been identified and whose signatures have been certified in a certificate of an Authorized City Representative delivered to the Issuing and Paying Agent.

“DTC” means The Depository Trust Company, as Note Depository for one or more Series of Commercial Paper Notes, and its successors and assigns.

“EMMA” means the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board.

“Event of Default” means any one or more of those events set forth in Section 9.01 hereof, which Event of Default has not been cured.

“Extended Maturity Date” means, for each Note, the date (which shall be specified in the confirmation sent to the Holder of the Note) that is the earlier of: 1) Extended Maturity Days after its Issue Date; and 2) the Final Maturity Date.

“Extended Maturity Days” means, 180 days.

“Final Maturity Date” means April __, 2017 [**Five years from initial issue**].

“Fiscal Year” shall mean the period of time beginning on January 1 and ending on December 31 of each year, or such other similar period as the City designates as the fiscal year of the City.

“Fitch” means Fitch Ratings Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, any other rating agency designated by the City.

“GO Refunding Notes” means general obligation refunding promissory notes of the City authorized to be issued pursuant to the Refunding Resolution.

“Government Obligations” means (1) United States Obligations (including obligations issued or held in book-entry form), and (2) prerefunded municipal obligations meeting the following conditions: (a) the municipal obligations are not subject to redemption prior to maturity, or the trustee therefor has been given irrevocable instructions concerning their calling and redemption and the issuer thereof has covenanted not to redeem such obligations other than as set forth in such instructions; (b) the municipal obligations are secured by cash and/or United States Obligations, which United States Obligations may be applied only to interest, principal and premium payments of such municipal obligations; (c) the principal of and interest on the United States Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the municipal obligations; (d) the United States Obligations serving as security for the municipal obligations are held by an escrow agent or trustee; (e) the United States Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and (f) the municipal obligations are rated at least as high as investments described in (1) above by Moody’s, if Moody’s then maintains a rating on such obligations, and by S&P, if S&P then maintains a rating on such obligations.

“Indirect Participant” means a broker-dealer, bank, or other financial institution for which the Note Depository holds Notes as a securities depository through a Participant.

“Indenture” means this Trust Indenture, dated as of April 1, 2012, between the City and the Trustee, as supplemented and amended from time to time.

“Insolvent” shall be used to describe the Trustee, the Issuing and Paying Agent if (a) such person shall have instituted proceedings to be adjudicated a bankrupt or insolvent, shall have consented to the institution of bankruptcy or insolvency proceedings against it, shall have filed a

petition or answer or consent seeking reorganization or relief under the Federal Bankruptcy Code or any other similar applicable Federal or state law, or shall have consented to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee or sequestrator or other similar official of itself or of any substantial part of its property, or shall fail to timely controvert an involuntary petition filed against it under the Federal Bankruptcy Code, or shall consent to the entry of an order for relief under the Federal Bankruptcy Code or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due; or (b) a decree or order by a court having jurisdiction in the premises adjudging such person as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of such person under the Federal Bankruptcy Code or any other similar applicable Federal or state law or for relief under the Federal Bankruptcy Code after an involuntary petition has been filed against such person, or appointing a receiver, liquidator, assignee, trustee or sequestrator or other similar official of such person or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, shall have been entered and shall have continued unabated and in effect for a period of 90 consecutive days.

“Investment Agreement” means an investment agreement or guaranteed investment contract with entities which maintain the following credit and collateral requirements: (a) if a corporation, they are initially rated “Aaa” by Moody’s and “AAA” by S&P, if a domestic bank, they are initially rated Thomson “B/C” or better, and if a foreign bank, they are initially rated Thomson “B” or better, (b) if credit quality reaches Moody’s “Aa3” or S&P “AA” for corporations, Thomson “B/C” for domestic banks, and Thomson “B” for foreign banks, the provider thereof (1) will respond with adequate collateralization within ten (10) business days, (2) will value assets weekly, and (3) will present collateral at 102% on Government Obligations and 105% on obligations described in item (2) of the definition of Permitted Investments; (c) the provider thereof must maintain minimum credit quality of Moody’s “A2” or S&P “A” for corporations, Thomson “C” for domestic banks, or Thomson “B/C” for foreign banks; and (d) the investment agreement will be terminated if credit ratings reach Moody’s “A3” or S&P “A-” for corporations, Thomson “C/D” for domestic banks and Thomson “C” for foreign banks.

“Issuance Request” means a request made by the City, acting through a Designated Representative, to the Issuing and Paying Agent for the delivery of a Commercial Paper Note or Commercial Paper Notes.

“Issue Date” means, for each Note, the date on which beneficial ownership is transferred to the original purchaser thereof.

“Issuing and Paying Agent” means U.S. Bank National Association, or any successor or assigns permitted under the Issuing and Paying Agent Agreement or any other Issuing and Paying Agent which is appointed by the City and has entered into an Issuing and Paying Agent Agreement. When there is a co-Issuing and Paying Agent, either may perform the functions and duties of the Issuing and Paying Agent hereunder and under the Issuing and Paying Agent Agreement.

“Issuing and Paying Agent Agreement” means the Issuing and Paying Agent Agreement, dated as of April 1, 2012, between the City and the Issuing and Paying Agent, and any and all

modifications, alterations, amendments and supplements thereto, or any other Issuing and Paying Agent Agreement entered into by the City and the Issuing and Paying Agent with respect to the Commercial Paper Notes.

“Maximum Original Maturity Days” means, except with respect to City Notes issued under 2.01(a) hereof, 90 days.

“Maximum Rate” means with respect to any Series of Notes, the least of: (i) nine percent (9%) per annum or as otherwise provided pursuant to Section 2.13 hereof, and (ii) the maximum rate of interest permitted by applicable law.

“Moody’s” means Moody’s Investors Service, a corporation existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, any other nationally recognized rating agency designated by the City.

“Nominee” means the nominee of the Note Depository as determined from time to time in accordance with this Indenture or any Supplemental Indenture for any one or more Series of Commercial Paper Notes.

“Note Depository” means the securities depository for a Series of Commercial Paper Notes appointed as such pursuant to Section 2.05 hereof, and its successors and assigns.

“Note Proceeds” means proceeds of the sale of the Commercial Paper Notes or any moneys, securities or other obligations that may be deemed to be proceeds of the Commercial Paper Notes within the meaning of the Code.

“Noteholder,” “holder,” “owner” or “registered owner” means the person in whose name any Note or Notes are registered on the books maintained by the Registrar or Trustee.

“One Month LIBOR Index” means (i) the rate for deposits in U.S. dollars for the 1-month period which appears on Bloomberg Page BBAM1 (as defined below) at approximately 11:00 a.m., London time, on the applicable Interest Determination Date. “Bloomberg Page BBAM1” means the display designated on page “BBAM1” on the Bloomberg Service (or such other page as may replace the BBAM1 page on that service, any successor service or such other service or services as may be nominated by the British Bankers’ Association for the purpose of displaying London interbank offered rates for U.S. dollar deposits), or (ii) the inter-bank US Dollar loan rate in London for a period of one month which appears on Telerate Page 3750 as of 11:00 a.m., London Time, or (iii) if such index is not published, such other publicly available rate as the Dealer (or if the Dealer fails to do so, the City) shall deem most nearly equivalent thereto. Such index may be expressed as a percentage (more or less than 100%) and/or a fixed spread to another index.

“Original Maturity Date” means, for each Note, the date not less than 1 day and not greater than: i) Maximum Original Maturity Days after the Issue Date, or ii) the Final Maturity Date, and specified as such in the confirmation sent to the Holder of the Note.

“Original Rate” means, for each Note, the rate of interest per annum borne by such Note to the Original Maturity Date.

“Outstanding” when used with respect to Notes shall mean all Notes which have been authenticated and delivered under this Indenture, except: (a) Notes cancelled or purchased by the Issuing and Paying Agent for cancellation or delivered to or acquired by the Issuing and Paying Agent for cancellation and, in all cases, with the intent to extinguish the debt represented thereby; (b) Notes in lieu of which other Notes have been authenticated under Section 2.08, 2.09 or 2.11 hereof; (c) Notes that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment of which sufficient moneys, including interest accrued to the due date, are held by the Issuing and Paying Agent or Trustee; (d) Notes which, under the terms of this Indenture, are deemed to be no longer Outstanding; and (e) for purposes of any consent or other action to be taken by the holders of a specified percentage of Notes under this Indenture, Notes held by or for the account of the City or by any person controlling, controlled by or under common control with the City.

“Participant” means a broker-dealer, bank, or other financial institution for which the Note Depository holds Notes as a securities depository.

“Payment Instructions” means the payment instructions provided by the City to the Trustee pursuant to each Proceeds Fund Requisition as described in Exhibit B attached hereto.

“Permitted Investments” shall mean any of the following:

- (1) Government Obligations;
- (2) obligations, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following instrumentalities or agencies of the United States of America: Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Financing Bank; Government National Mortgage Association; Federal National Mortgage Association; Student Loan Marketing Association; Federal Farm Credit Bureau; Farmers Home Administration; Federal Home Loan Mortgage Corporation; and Federal Housing Administration;
- (3) direct and general long-term obligations of any state, which obligations are rated in either of the two highest rating categories by Moody’s and by S&P, if S&P then maintains a rating on such obligations;
- (4) direct and general short-term obligations of any state which obligations are rated in the highest rating category by Moody’s and by S&P, if S&P then maintains a rating on such obligations;
- (5) interest-bearing demand or time deposits (including certificates of deposit) or interests in money market portfolios issued by state banks or trust companies or national banking associations that are members of the Federal Deposit Insurance Corporation (“FDIC”), which deposits or interests must either be (a) continuously and fully insured by FDIC and with banks that are rated at least “P-1” or “Aa” by Moody’s and at least “A-1” or “AA” by S&P, if such banks are then rated by S&P, or (b) fully

secured by United States Obligations (i) which are valued not less frequently than monthly and have a fair market value, exclusive of accrued interest, at least equal to the principal amount of the deposits or interests, (ii) held by the Trustee (who shall not be the provider of the collateral) or by any Federal Reserve Bank or depository acceptable to the Trustee, (iii) subject to a perfected first lien in the Trustee, and (iv) free and clear from all third-party liens;

(6) long-term or medium-term corporate debt guaranteed by any corporation that is rated by both Moody's and S&P in either of their two highest rating categories;

(7) repurchase agreements which are (a) entered into with banks or trust companies organized under state law, national banking associations, insurance companies or government bond dealers reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York, and which either are members of the Security Investors Protection Corporation or with a dealer or parent holding company that has an investment grade rating from Moody's and S&P, if S&P then maintains a rating of such institution, and (b) fully secured by investments specified in Section (1) or (2) of this definition of Permitted Investments (i) which are valued not less frequently than monthly and have a fair market value, exclusive of accrued interest, at least equal to the amount invested in the repurchase agreements, (ii) held by the Trustee (who shall not be the provider of the collateral) or by any Federal Reserve Bank or a depository acceptable to the Trustee, (iii) subject to a perfected first lien in the Trustee, and (iv) free and clear from all third-party liens;

(8) prime commercial paper of a United States corporation, finance company or banking institution rated at least "P-1" by Moody's and at least "A-1" by S&P, if S&P then maintains a rating on such paper;

(9) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940, as amended) or shares in a regulated investment company (as defined in Section 851(a) of the Code) that is (a) a money market fund that has been rated in the highest rating category by each Rating Agency, or (b) a money market fund or account of the Trustee or any state or Federal bank that is rated in the highest rating category by each Rating Agency;

(10) Investment Agreements; and

(11) any other type of investment in which the City directs the Trustee to invest, provided that there is delivered to the Trustee a certificate of an Authorized City Representative stating that each of the Rating Agencies then maintaining a rating on the Series has been informed of the proposal to invest in such investment and each of such Rating Agencies has confirmed that such investment will not adversely affect the rating then assigned by such Rating Agency to any Series.

"Person" means an individual, a corporation (including a limited liability company), a partnership (including a limited partnership), an association, a trust or any other entity or

organization, including a government or political subdivision or an agency or instrumentality thereof.

“Prevailing Rating” means, at the time of determination and with respect to a Rating Agency, the rating assigned to the Notes by the Rating Agency or any comparable future designation by the Rating Agency.

“Principal Office” means the principal office of the Issuing and Paying Agent for purposes of performing its duties under this Indenture, which principal office has been designated in writing by the Issuing and Paying Agent to an Authorized City Representative.

“Proceeds Fund” means the fund by that name established pursuant to Section 4.01(a).

“Project” means any undertaking, facility or item which is listed or otherwise described in a Tax Certificate of the City, as from time to time amended, as being financed in whole or in part with the proceeds of the Notes, which is acquired, constructed, reconstructed, improved, expanded or otherwise financed or refinanced with proceeds of the sale of the Notes, which may include the refunding of outstanding indebtedness of the City.

“Rating Agency” means, any of the following: (i) Fitch, (ii) Moody’s, (iii) Standard & Poor’s, or (iv) any other nationally recognized credit rating agency specified in a Supplemental Indenture that maintains a rating on the Notes at the request of the City.

“Rebate Fund” means any fund required to be maintained by the City pursuant to a Tax Certificate in connection with the issuance of the Notes or any Series of Notes for the purpose of complying with the Code, and providing for the collection and holding for and payment of amounts to the United States of America.

“Refunding Resolution” means Resolution File Number _____ adopted on _____, 2012 by the Common Council of the City, authorizing the issuance of the GO Refunding Notes.

“Registrar” means, with respect to any Series, each person or entity, if any, designated by the City herein or in a Supplemental Indenture to keep a register of any Series and of the transfer and exchange of the Notes comprising such Series, and its successors and assigns, and any other person or entity which may at any time be substituted for it pursuant hereto. Initially, the Registrar shall be the Issuing and Paying Agent.

“Representation Letter” means the Blanket Issuer Letter of Representations from the City to DTC with respect to a Series.

“Reset Rate” means, for each Note, the rate of interest per annum established under Section 2.01(e) for each weekly period from and after the Original Maturity Date.

“Responsible Officer” means an officer or assistant officer of the Trustee assigned by the Trustee to administer this Indenture.

“*SIFMA*” means the Securities Industry and Financial Markets Association (formerly the Bond Market Association) or any successor thereto.

“*SIFMA Index*” means (i) the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA or (ii) if such index is not published, such other publicly available rate as the Dealer (or if the Dealer fails to do so, the City) shall deem most nearly equivalent thereto. Such index may be expressed as a percentage (more or less than 100%) and/or a fixed spread to another Index.

“Series” means a series of Commercial Paper Notes issued pursuant to this Indenture (e.g., Series C___ Notes, Series R___ Notes or Series T___ Notes); each series of Commercial Paper Notes, when aggregated with all Outstanding Commercial Paper Notes of other series, may be in an aggregate amount up to the full Authorized Amount regardless of when or whether issued.

“Series C___ Notes” means the City of Milwaukee, Extendable Municipal Commercial Paper Notes, 2012 Program Series C___ (Capital Projects), issued under and secured by this Indenture.

“Series C___ Project” means any capital item financed or refinanced in whole or in part with the proceeds of Series C___ Notes, which is acquired, constructed, reconstructed, improved, expanded or otherwise financed or refinanced with proceeds of the sale of Series C___ Notes and which may include the refunding of City indebtedness issued for such purposes by providing for the payment of the principal amount to be refunded prior to maturity, any redemption premium and the interest due thereon to the date fixed for redemption.

“Series R___ Notes” means the City of Milwaukee, Extendable Municipal Commercial Paper Notes, 2012 Program Series R___ (Cash Flow), issued under and secured by this Indenture.

“Series R___ Project” means any cash flow borrowing financed or refinanced with proceeds of the sale of Series R___ Notes and which may include the refunding of City indebtedness issued for such purpose by providing for the payment of the principal amount to be refunded prior to maturity, any redemption premium and the interest due thereon to the date fixed for redemption.

“Series T___ Notes” means the City of Milwaukee, Extendable Municipal Commercial Paper Notes, 2012 Program Series T___ (Taxable), issued under and secured by this Indenture.

“Series T___ Project” means any undertaking, facility, cost, expense or item, being financed or refinanced in whole or in part with the proceeds of the Series T___ Notes, which is acquired, constructed, reconstructed, improved, expanded or otherwise financed or refinanced with proceeds of the sale of Series T___ Notes and which may include the refunding of City indebtedness by providing for the payment of the principal amount to be refunded prior to maturity, any redemption premium and the interest due thereon to the date fixed for redemption.

“Standard & Poor’s” or “S&P” means Standard & Poor’s, A Division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City.

“State” means the State of Wisconsin.

“Supplemental Indenture” means any document supplementing or amending this Indenture entered into as provided in Article XI of this Indenture.

“Tax Certificate” means a certificate, as amended from time to time, executed and delivered on behalf of the City by a Designated Representative on the date upon which a Series is initially issued and delivered, or any functionally equivalent certificate subsequently executed and delivered on behalf of the City by a Designated Representative with respect to the requirements of Section 148 (or any successor section) of the Code relating to a Series.

“Trustee” shall mean the entity named as such in the heading of this Indenture until a successor replaces it and, thereafter, means such successor.

“United States Obligations” means direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including, with respect only to direct and general obligations and not to guaranteed obligations, evidences of ownership of proportionate interests in future interest and/or principal payments of such obligations, provided that investments in such proportionate interests must be limited to circumstances wherein (1) a bank or trust company acts as custodian and holds the underlying United States Obligations; (2) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States Obligations; and (3) the underlying United States Obligations are held in a special account separate from the custodian’s general assets and are not available to satisfy any claim of the custodian, any person claiming through the custodian or any person to whom the custodian may be obligated.

Section 1.02. General Authorization. The appropriate officers, agents and employees of the City are each hereby authorized and directed, for and in the name and on behalf of the City, to take all actions and to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of one or more Series of Commercial Paper Notes in accordance with the provisions hereof.

Section 1.03. Interpretation. All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

The Commercial Paper Notes

Section 2.01. Authorized Amount of Commercial Paper Notes; Terms and Description of Commercial Paper Notes. No Commercial Paper Notes may be issued under the provisions of this Indenture except in accordance with this Article.

(a) *Authorization.* The City hereby authorizes the issuance of its Notes to be designated (i) “City of Milwaukee, Extendable Municipal Commercial Paper Notes, 2012 Program Series C___” (Capital Projects), (ii) “City of Milwaukee, Extendable Municipal Commercial Paper Notes, 2012 Program Series R___” (Cash Flow), and (iii) “City of Milwaukee, Extendable Municipal Commercial Paper Notes, 2012 Program Series T___” (Taxable), subject to the provisions of this Section and as hereinafter provided. Any of the Notes may contain additional designations as determined from time to time by the City. The Series C___ Notes shall be issued from time to time as provided herein to finance and refinance the cost of Series C___ Projects; the Series R___ Notes shall be issued from time to time as provided herein to finance and refinance the cost of Series R___ Projects; and the Series T___ Notes shall be issued from time to time as provided herein to finance and refinance the cost of Series T___ Projects. The aggregate amount of Commercial Paper Notes that may be Outstanding at any one time hereafter shall not exceed the Authorized Amount.

Notwithstanding anything herein to the contrary, there is hereby authorized as a subseries of the Series T___ Notes, a City Series T___ Note that is non-transferrable and registered in the name of the City (the “City Note”). The City Note: 1) is subject to optional redemption at any time without notice, 2) shall be sold only to the City without the need for a Dealer, with an Original Maturity Date of the last business day of the 3rd month following the Issue Date but no later than the Final Maturity Date, in the principal amount and at a rate as determined by the City, but in no event in excess of the Maximum Rate; and 3) until redeemed, but not past the Final Maturity Date, shall automatically be refunded on each Original Maturity Date with a City Note with the same rate.

(b) *Dated Date; Maturity Dates.* The Commercial Paper Notes shall be dated the Issue Date, shall be issued in registered form, and shall be issued in denominations of \$100,000 and integral multiples of \$1,000 in excess thereof. Commercial Paper Notes shall bear interest from their respective Issue Dates, payable on their respective maturity dates; provided that (a) the Original Maturity Date for each Note shall be not less than 1 day nor greater than the Maximum Original Maturity Days after its Issue Date and (b) the Extended Maturity Date for each Note shall be Extended Maturity Days after its Issue Date. No Commercial Paper Notes shall mature later than the Final Maturity Date.

(c) *Interest Calculation; Maturity; Sale Price.* Series C___ and Series R___ Notes (i) except as provided in paragraph (d) below, shall bear interest payable at maturity at an annual rate (calculated on the basis of a year consisting of 365/366 days and actual number of days elapsed), which shall not in any event exceed the Maximum Rate, (ii) shall mature on its Original Maturity Date, unless the City exercises its option to extend the maturity date, in which case the

Note shall mature on its Extended Maturity Date, and (iii) shall be sold by the Dealer pursuant to a Dealer Agreement at a price of not less than 100% of the principal amount thereof.

Series T___ Notes (i) shall bear interest payable at maturity at an annual rate (calculated on the basis of a year consisting of 360 days and actual number of days elapsed), which shall not in any event exceed the Maximum Rate, (ii) shall mature on its Original Maturity Date, unless the City exercises its option to extend the maturity date, in which case the Note shall mature on its Extended Maturity Date, and (iii) shall be sold by the Dealer pursuant to a Dealer Agreement at a price of not less than 99% of the principal amount thereof.

(d) *Interest Rate.* Each Note shall bear interest at the Original Rate from its Issue Date to its Original Maturity Date and, unless the City exercises its option to extend the maturity date, be payable as to principal and interest on its Original Maturity Date. The stated interest rate or yield, maturity date and other terms of the Commercial Paper Notes, as long as not inconsistent with the terms of this Indenture, shall be as set forth in the Issuance Request required by Section 2.06 hereof directing the issuance of Commercial Paper Notes. If the City exercises its option to extend the maturity date of a Note, neither principal nor interest shall be paid on its Original Maturity Date, the Note shall bear interest from its Original Maturity Date at the Reset Rate, the accrued but unpaid interest shall be paid on the next interest payment date (as provided herein), and no additional interest shall accrue on the accrued but unpaid interest. If the Original Maturity Date is before the 15th day of the month, interest shall be payable on the first Business Day of the next month and on the first Business Day of each month thereafter and on the Extended Maturity Date for such Note. If the Original Maturity Date is on or after the 15th day of the month, interest shall be payable on the first Business Day of the second succeeding month and on the first Business Day of each month thereafter and on the Extended Maturity Date for such Note.

(e) *Reset Rate.* The Reset Rate shall be the rate of interest per annum determined by the following formula; provided that such Reset Rate shall not exceed the Maximum Rate:

The greater of (SIFMA Index + *E*) or *F*

The Reset Rate applicable to a Note will be determined by the Issuing and Paying Agent based on the Prevailing Ratings and other information available as of 11:00 a.m., New York, New York time, on the Original Maturity Date of the Note and each Thursday thereafter and will apply from that date through the following Wednesday. As used in the formula, the *E* and *F* variables shall be the fixed percentage rates, expressed in basis points and yields, respectively, determined based on the Prevailing Ratings of the Rating Agencies then rating the Notes, as follows:

Prevailing Rating				
Fitch	Moody's	S&P	E Variable	F Variable
F-1+	P-1	A-1+	250 basis points	6.00%
F-1	–	A-1	350	7.00%
F-2	P-2	A-2	550	8.00%
Lower than F-2 (or rating withdrawn for credit reasons)	Lower than P-2 (or rating withdrawn for credit reasons)	Lower than A-2 (or rating withdrawn for credit reasons)	Maximum Rate	Maximum Rate

If the individual Prevailing Ratings indicate different *E* or *F* variables as a result of split ratings assigned to the City, the *E* or *F* variable shall be the arithmetic average of those indicated by the Prevailing Ratings. If another agency becomes a Rating Agency, the Issuing and Paying Agent shall, following consultation with the City and each Dealer, determine how the agency's rating categories shall be treated for the purpose of indicating an *E* or *F* variable.

Notwithstanding the foregoing, the Reset Rate with respect to any Series T__ Notes shall be determined by substituting "One Month LIBOR Index" for the SIFMA Index in the formula above.

(f) *Notice of Extension.* The City shall notify the Issuing and Paying Agent and Dealer by 11:30 a.m., New York, New York time, on the Original Maturity Date if it is exercising its option to extend the maturity of a Note. The Issuing and Paying Agent shall correspondingly notify (i) DTC by 12:00 p.m., New York, New York time on the Original Maturity Date and (ii) each Rating Agency then maintaining a rating on the Commercial Paper Notes and EMMA by the close of business in New York, New York on the Original Maturity Date, that the maturity is being extended. Even if the requisite notices are not given, if payment of the principal of and interest on a Note does not occur on the Original Maturity Date, the maturity of the Note shall be extended automatically. With the consent of the Issuing and Paying Agent and each Dealers, the City may modify the notification provisions contained in this Section 2.01 if deemed appropriate to conform to DTC's rules and procedures.

(g) In no event shall an extension of the Original Maturity Date constitute a default or a breach of any covenant under this Indenture.

(h) *Numbering.* The Series C__ Notes, the Series R__ Notes and the Series T__ Notes shall be numbered in such manner as the Issuing and Paying Agent may deem appropriate.

Section 2.02. Payment. The City's obligation to pay or cause to be paid the principal of and interest on each and every Commercial Paper Note when due is a limited obligation of the City payable solely from proceeds of the sale of Commercial Paper Notes or GO Refunding Notes issued to refinance the maturing Commercial Paper Notes and any funds held under this Indenture and available for such purpose. The Notes do not constitute an indebtedness for the purpose of determining the City's constitutional debt limitation. The City will make all payments of principal and interest directly to the Issuing and Paying Agent in immediately available funds on or prior to 2:00 p.m., New York, New York time, on the date payment is due on any Commercial Paper Note. The principal of and the interest on the Commercial Paper

Notes shall be paid in Federal or other immediately available funds in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts.

The principal of and the interest on the Commercial Paper Notes shall be payable at the Principal Office of the Issuing and Paying Agent on or before the close of business on any Extended Maturity Date upon which such Commercial Paper Notes have become due and payable, provided that such Commercial Paper Notes are presented and surrendered on a timely basis. Upon presentation of such a Commercial Paper Note to the Issuing and Paying Agent no later than 3:00 p.m. (New York, New York time) on a Business Day, payment for such Commercial Paper Note shall be made by the Issuing and Paying Agent in immediately available funds on such Business Day. If a Commercial Paper Note is presented for payment after 3:00 p.m. (New York, New York time) on a Business Day, payment therefor may be made by the Issuing and Paying Agent on the next succeeding Business Day without the accrual of additional interest thereon.

Notwithstanding the provisions of the previous paragraph, in the event the Notes are issued as a master note or master notes in book-entry form, they shall be payable at maturity without physical presentation or surrender in accordance with the procedures of the Note Depository.

Section 2.03. Execution and Authentication of Commercial Paper Notes. The Notes, in certificated form, will be executed in the name of and for the City as provided in Section 67.08 of the Wisconsin Statutes, the City Charter of the City and the CP Note Resolution. Each Note shall be executed in the name of the City by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Comptroller and attested by the manual or facsimile signatures of the Commissioners of the Public Debt of the City. The seal of the City shall be imprinted or impressed on each Note and attested by the manual or facsimile signature of the City Clerk. In case any officer whose signature or whose facsimile signature shall appear on any Notes shall cease to be such officer before the authentication of such Notes, such signature or the facsimile signature thereof shall, nevertheless, be valid and sufficient for all purposes the same as if he or she had remained in office until authentication. Also, if a person signing a Note is the proper officer on the actual date of execution, the Note will be valid even if that person is not the proper officer on the nominal date of action and even though, at the date of this Indenture, such person was not such officer.

The Issuing and Paying Agent is, by this Indenture, designated by the City as the Authenticating Agent and Registrar for the Commercial Paper Notes in accordance with the terms of Section 7.01 hereof and the fiscal agent of the City in accordance with Section 67.10(2) of the Wisconsin Statutes. Notwithstanding anything herein to the contrary, the Issuing and Paying Agent shall not authenticate Commercial Paper Notes (i) which mature later than the Final Maturity Date or (ii) if an Event of Default then exists of which it has actual knowledge except if such authentication will cure the Event of Default.

Section 2.04. Forms of Commercial Paper Notes and Authentication Certificate. The definitive Series C___ Notes, Series R___ Notes and Series T___ Notes and the Certificate of Authentication endorsed thereon shall be substantially in the form set forth in Exhibit A

attached hereto and made a part hereof, with such appropriate variations, omissions and insertions as shall be required or appropriate in order to accomplish the purposes of the transactions authorized by this Indenture.

Section 2.05. Book-Entry System. Unless an Authorized City Representative or his designee determines that a Series of Commercial Paper Notes shall be issued in registered form other than in book-entry form, the Commercial Paper Notes shall initially be issued in book-entry form as further provided in this Section.

(a) The Notes issued pursuant to this Indenture shall initially be issued in the form of a separate single fully-registered Note for each Series of the Commercial Paper Notes. Except as provided in subsection (c) of this Section, all of the Commercial Paper Notes shall be registered in the name of the Nominee. Notwithstanding any provision to the contrary in Section 2.06, as long as the Notes remain in the form of one or more master notes in book-entry form, the issuance of Notes pursuant to an Issuance Request against payment therefor shall not require the physical delivery of note certificates.

The Trustee, the Issuing and Paying Agent and the City may treat the registered owner of each Note as the sole and exclusive owner thereof for the purposes of payment of the principal of or interest on the Series of Notes to which such Note belongs, giving any notice permitted or required to be given to Noteholders hereunder, registering the transfer of Notes, obtaining any consent or other action to be taken by Noteholders, and for all other purposes whatsoever, and neither the Trustee, the Issuing and Paying Agent nor the City shall be affected by any notice to the contrary.

Neither the Trustee, the Issuing and Paying Agent nor the City shall have any responsibility or obligation to any participant in the Note Depository (a "Participant"), any Person claiming a beneficial ownership interest in the Commercial Paper Notes under or through the Note Depository or any Participant, or any other Person who is not shown on the registration books as being a Noteholder, with respect to (i) the accuracy of any records maintained by the Note Depository or any Participant; (ii) the payment by the Note Depository or any Participant of any amount in respect of the principal of or interest on the Commercial Paper Notes; (iii) the delivery of any notice which is permitted or required to be given to Noteholders hereunder; (iv) any consent given or other action taken by the Note Depository as Noteholder; or (v) any other purpose.

The Issuing and Paying Agent shall pay all principal of and interest on the Commercial Paper Notes only to or upon the order of the Note Depository, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the payment of the principal of and interest on the Commercial Paper Notes to the extent of the sum or sums so paid. Upon delivery by the Note Depository to the Issuing and Paying Agent of written notice to the effect that the Note Depository has determined to substitute a new Nominee in place of the current Nominee, and subject to the provisions herein with respect to record dates, the word Nominee in this Article shall refer to such new Nominee.

(b) In order to qualify each Series of Commercial Paper Notes for the Note Depository's book-entry system, an Authorized City Representative is hereby authorized to

execute, seal, countersign and deliver on behalf of the City to the Note Depository for each Series of Commercial Paper Notes, a Representation Letter from an Authorized City Representative representing such matters as shall be necessary to so qualify the Commercial Paper Notes. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to Persons having beneficial ownership interests in the Commercial Paper Notes other than the Noteholders.

(c) (1) The Note Depository may determine to discontinue providing its services with respect to a Series of Commercial Paper Notes at any time by giving reasonable written notice to an Authorized City Representative, the Trustee and the Issuing and Paying Agent, and by discharging its responsibilities with respect thereto under applicable law.

(2) An Authorized City Representative, exercising the sole discretion of the City and without the consent of any other person, may terminate, upon provision of notice to the Note Depository, the Trustee and the Issuing and Paying Agent, the services of the Note Depository with respect to a Series of Commercial Paper Notes if the Authorized City Representative determines, on behalf of the City, that the continuation of the system of book-entry only transfers through the Note Depository (or a successor securities depository) is not in the best interests of the owners of a Series of Commercial Paper Notes or is burdensome to the City, and shall terminate the services of the Note Depository with respect to a Series of Commercial Paper Notes upon receipt by the City, the Trustee and the Issuing and Paying Agent of written notice from the Note Depository to the effect that the Note Depository has received written notice from Direct Participants (as defined in the Representation Letter) having interests, as shown in the records of the Note Depository, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Commercial Paper Notes to the effect that: (i) the Note Depository is unable to discharge its responsibilities with respect to such Series of Commercial Paper Notes, or (ii) a continuation of the requirement that all of the outstanding Notes be registered in the registration books kept by the Issuing and Paying Agent in the name of the Nominee of the Note Depository, is not in the best interest of the Noteholders of such Series of Commercial Paper Notes.

(3) Upon the termination of the services of the Note Depository with respect to a Series of Commercial Paper Notes pursuant to subsection (c)(1) or (c)(2) hereof, after which no substitute Note Depository willing to undertake the functions of the Note Depository hereunder can be found or which, in the opinion of the City, is willing and able to undertake such functions upon reasonable and customary terms, a Series of Commercial Paper Notes shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of the Nominee of the Note Depository. In such event, the City shall issue and the Issuing and Paying Agent shall transfer and exchange Note certificates as requested by the Note Depository or Direct Participants of like principal amount, Series and maturity, in denominations of \$100,000 and integral multiples of \$1,000 in excess thereof, to the identifiable Noteholder in replacement of such Noteholder's beneficial interests in a Series of Commercial Paper Notes.

(d) Notwithstanding any provision hereof to the contrary, as long as the Commercial Paper Notes of any Series are registered in the name of the Nominee, all payments with respect to principal of and interest on the Commercial Paper Notes of such Series and all notices with respect to the Commercial Paper Notes of such Series shall be made and given, respectively, as provided in the Representation Letter for the related Series of Notes or as otherwise instructed by the Note Depository.

(e) The initial Note Depository with respect to each Series of Commercial Paper Notes shall be DTC. The initial Nominee with respect to each Series of Commercial Paper Notes shall be CEDE & CO., as nominee of DTC.

(f) Each Note Depository and the Participants, the Indirect Participants, and the Beneficial Owners of the Notes, by their acceptance of the Notes, agree that the City, the Dealer and the Issuing and Paying Agent shall have no liability for the failure of any Note Depository to perform its obligation to any Participant, any Indirect Participant, or any Beneficial Owner of any Notes, nor shall the City, the Dealer or the Issuing and Paying Agent be liable for the failure of any Participant, Indirect Participant, or other nominee of any Beneficial Owner of any Notes to perform any obligation that such Participant, Indirect Participant, or other nominee may incur to any Beneficial Owner of the Notes.

Section 2.06. Conditions Precedent to Delivery of Commercial Paper Notes.

(a) Prior to the issuance of the first Commercial Paper Notes hereunder, Commercial Paper Notes of each initial Series shall be executed on behalf of the City and delivered to the Issuing and Paying Agent, who shall hold such Commercial Paper Notes unauthenticated in safekeeping for the City. Subject to the provisions of Sections 2.01 and 2.05 hereof, and paragraphs (f) and (g) of this Section, at any time and from time to time prior to the Final Maturity Date, Commercial Paper Notes shall be manually authenticated and delivered by the Issuing and Paying Agent for the consideration and in the manner hereinafter provided, but only upon receipt by the Issuing and Paying Agent of an Issuance Request, no later than 12:00 Noon (New York, New York time) on the Business Day on which Commercial Paper Notes are to be delivered, directing the Issuing and Paying Agent to authenticate the Commercial Paper Notes referred to therein and to deliver the same to or upon the order of the Dealer. Each Issuance Request shall include: (i) the aggregate principal amount of Notes of each Series then to be issued, and the respective denominations in which they are to be issued, (ii) the Original Rate with respect to each Note, (iii) the Issue Date, the Original Maturity Date, and the Extended Maturity Date of each Note and (iv) the Series designation thereof. No later than 2:30 p.m. (New York, New York time) on each Business Day on which the City proposes to issue Commercial Paper Notes, the Dealer shall report to the City each transaction made with or arranged by it or shall notify the City and the Issuing and Paying Agent of the difference, if any, between the amount of maturing Notes of a Series and the amount of Notes of a Series which the Dealer has arranged to sell or has agreed to purchase. The City may deliver an Issuance Request for the issuance of Notes on multiple roll-over dates in the future, but shall have the right to rescind such notice with respect to Notes to be issued, no later than 11:00 a.m. (New York, New York time) on any date Notes are to be issued.

(b) Upon receipt of such Issuance Request (which may be transmitted by mail, telecopy or other electronic communications method, or by telephone, promptly confirmed in writing by 2:00 p.m. New York, New York time), the Issuing and Paying Agent shall, by 3:00 p.m. (New York, New York time) on such day, complete each Series C___ Note, each Series R___ Note and each Series T___ Note as to amount, Issue Date, Original Maturity Date, Extended Maturity Date and Original Rate specified in such Issuance Request, and deliver each such Commercial Paper Note to or upon the order of the Dealer upon receipt of payment therefor; provided, however, that no such Commercial Paper Notes shall be delivered by the Issuing and Paying Agent if such delivery would cause the sum of the aggregate principal amount of Commercial Paper Notes Outstanding to exceed the Authorized Amount. Notwithstanding any provision herein to the contrary, no such Commercial Paper Notes of any Series shall be delivered by the Issuing and Paying Agent if (A) it shall have received notice from an Authorized City Representative directing the Issuing and Paying Agent to cease authenticating and delivering Commercial Paper Notes until such time as such direction is withdrawn by similar notice, (B) it shall have actual knowledge that an Event of Default shall have occurred and be continuing, (C) it shall have received notice from Bond Counsel that its opinion regarding the exclusion of interest on the Notes of such issue or Series (issued as tax-exempt Notes) from gross income for Federal income tax purposes of the holders thereof is being withdrawn or (D) the maturity date of such Commercial Paper Notes would extend beyond the related Final Maturity Date. If an Issuance Request is received after 12:00 Noon (New York, New York time) on a given day, the Issuing and Paying Agent shall not be obligated to deliver the requested Commercial Paper Notes until the next succeeding Business Day.

(c) The City shall, upon a change in the identity of any Designated Representative, provide a Certificate for each new Designated Representative to the Issuing and Paying Agent.

(d) In addition to the Issuance Request described above in this Section, and as a further condition to the issuance of any Commercial Paper Notes, the Designated Representative shall certify to or instruct, for and on behalf of the City, the Issuing and Paying Agent that, as of the date of delivery of such Commercial Paper Notes, (i) after the issuance of such Commercial Paper Notes and the application of the proceeds thereof, the sum of the aggregate principal amount of Commercial Paper Notes Outstanding will not exceed the Authorized Amount; (ii) unless interest on the Commercial Paper Notes to be issued is to be taxable, to the City's knowledge there has been no change in the facts, estimates, circumstances and representations of the City set forth or made (as the case may be) in the Tax Certificate (applicable to such Commercial Paper Notes); (iii) the Original Maturity Date of the Commercial Paper Notes is no longer than the Maximum Original Maturity Days and the Extended Maturity Date of such Commercial Paper Notes set forth in the Issuance Request does not extend beyond the related Final Maturity Date; (iv) the City, has not been notified by Bond Counsel that its opinion with respect to the validity of the Commercial Paper Notes and, unless interest on the Notes is to be taxable, the tax treatment of the interest thereon has been revised or withdrawn or, if any such revision or withdrawal has occurred, the revised opinion or a substitute opinion acceptable to the Dealer has been delivered; (v) to the actual knowledge of the City, no Event of Default has occurred and is then continuing; (vi) the Note Proceeds shall be deposited into the Payment Account or into the Proceeds Fund pursuant to Section 4.02 hereof in the amounts specified by the Designated Representative; and (vii) all of the conditions precedent to the issuance of such Commercial Paper Notes set forth in this Section of this Indenture have been satisfied.

(e) The delivery of any Issuance Request under subsection (2) hereof to the Issuing and Paying Agent by a Designated Representative in the manner provided in this Section shall constitute the certification and representation of the City as of the date of such Issuance Request as to the matters set forth in paragraph (d) of this Section.

(f) Any Issuance Request made by telephone pursuant to this Section may be recorded by the Issuing and Paying Agent and shall be confirmed promptly in writing by a Designated Representative; provided, however, that any conflict between any recorded oral Issuance Request and the written confirmation thereof, shall not affect the validity of any recorded oral Issuance Request received by the Issuing and Paying Agent as provided herein. If the Issuing and Paying Agent does not record an oral Issuance Request, and a conflict exists between such oral Issuance Request and the written confirmation thereof, the terms of the written confirmation shall control.

(g) Prior to the initial delivery of Commercial Paper Notes under this Indenture and as a condition to such initial issuance, the Trustee and the City shall be notified by the Issuing and Paying Agent that the Issuing and Paying Agent has received:

(1) Certified copies of the CP Note Resolution, the PDC Extendable CP Resolution and the Refunding Resolution;

(2) a fully executed counterpart of each Dealer Agreement;

(3) a fully executed counterpart of the Issuing and Paying Agency Agreement;

(4) original, fully-executed Notes for the Series or an original, fully-executed Master Note covering the Series; and

(5) an opinion of Bond Counsel to the effect that the Notes of that Series have been duly and validly authorized and, when duly executed in the form and manner provided in this Indenture, duly authenticated by the Issuing and Paying Agent, delivered, and paid for, will constitute valid limited obligations of the City, issued pursuant to Section 67.12(1)(b)(1) of the Wisconsin Statutes and payable from Refunding Note proceeds and funds held under the Indenture, and that (except with respect to the Series T___ Notes and based upon assumptions stated therein and only to the extent the Notes are offered on such basis) the interest on the Notes of that Series is excluded from gross income of the owners for federal income tax purposes pursuant to the Code. The opinion of Bond Counsel may be qualified as to such matters as are acceptable to the Dealer.

(h) The purchase price of each Note shall be 100% of the principal amount thereof in the case of the tax-exempt Notes and at least 99% in the case of taxable Notes, and no Note shall be deemed to be issued until payment for its purchase has been made in lawful money of the United States of America.

Section 2.07. Ownership of Commercial Paper Notes. The City and the Issuing and Paying Agent may deem and treat the registered owner of Notes as the absolute owner thereof (whether or not such Commercial Paper Note shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuing and Paying Agent)

for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the City nor the Issuing and Paying Agent shall be affected by any notice to the contrary.

Section 2.08. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Commercial Paper Note is mutilated or defaced but identifiable by number and description, the City shall execute and the Authenticating Agent shall authenticate and deliver a new Note of like Series, date, maturity and denomination as such Note, upon surrender thereof to the Issuing and Paying Agent; provided that there shall first be furnished to the Issuing and Paying Agent clear and unequivocal proof satisfactory to the Issuing and Paying Agent that the Note is mutilated or defaced to such an extent as to impair its value to the Noteholder. The Noteholder shall accompany the above with a deposit of money required by the Issuing and Paying Agent for the cost of preparing the substitute Note and all other expenses connected with the issuance of such substitute. The Issuing and Paying Agent shall then cause proper record to be made of the cancellation of the original, and thereafter the substitute shall have the validity of the original.

(a) In the event any Note is lost, stolen or destroyed, the City may execute and the Authenticating Agent may authenticate and deliver a new Note of like Series, date, maturity and denomination as that Note lost, stolen or destroyed, provided that there shall first be furnished to the Issuing and Paying Agent evidence of such loss, theft or destruction satisfactory to the Issuing and Paying Agent, together with indemnity satisfactory to it and the City.

(b) Except as limited by any Supplemental Indenture, the Issuing and Paying Agent may charge the holder of any such Note all governmental charges and transfer taxes, if any, and its reasonable fees and expenses in this connection. All substitute Notes issued and authenticated pursuant to this Section shall be issued as a substitute and numbered, as determined by the Issuing and Paying Agent. In the event any such Note has matured or been called for redemption, instead of issuing a substitute Note, the Issuing and Paying Agent may pay the same at its maturity or redemption without surrender thereof upon receipt of indemnity satisfactory to it and the City.

Section 2.09. Transfer or Exchange of Notes. Upon surrender for transfer of any Note at the designated corporate trust office of the Registrar, the Registrar shall deliver in the name of the transferee or transferees a new fully authenticated and registered Note or Notes of authorized denominations of the same Series, and maturity for the same aggregate principal amount.

Noteholders may present Notes at the designated corporate trust office of the Registrar for exchange for Notes of different authorized denominations and, upon such presentation, the Registrar shall deliver to the Noteholder a new fully authenticated and registered Note or Notes of the same Series and maturity for the same aggregate principal amount. All Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Noteholder or by his duly authorized attorney.

Except as limited by any Supplemental Indenture, the Registrar also may require payment from the Noteholder of a sum sufficient to cover any tax, or other governmental fee or charge

that may be imposed in relation thereto. Such taxes, fees and charges shall be paid before any such new Note shall be delivered.

Supplemental Indentures may designate certain limited periods during which Notes will not be exchanged or transferred.

Notes delivered upon any exchange or transfer as provided herein, or as provided in Section 2.08 hereof, shall be valid limited obligations of the City, evidencing the same debt as the Note or Notes surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Note or Notes surrendered.

Section 2.10. Destruction of Notes. Whenever any Notes shall be delivered to the Issuing and Paying Agent for cancellation pursuant to this Indenture, upon payment of the principal amount and interest represented thereby or for replacement pursuant to Section 2.08 or exchange or transfer pursuant to Section 2.09, such Note shall be cancelled and destroyed by the Issuing and Paying Agent or the Registrar and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Issuing and Paying Agent to the City.

Section 2.11. Temporary Notes. Pending preparation of definitive Notes of any Series, the City may execute and the Issuing and Paying Agent shall authenticate and deliver, in lieu of definitive Notes and subject to the same limitations and conditions, interim receipts, certificates or temporary Notes which shall be exchanged for the Notes.

If temporary Notes shall be issued, the City shall cause the definitive Notes to be prepared and to be executed, authenticated and delivered to the Issuing and Paying Agent, and the Issuing and Paying Agent, upon presentation to it of any temporary Note, shall cancel the same and deliver in exchange therefor at the place designated by the holder, without charge to the holder thereof, definitive Notes of an equal aggregate principal amount of the same Series issue date, maturity and bearing interest the same as the temporary Notes surrendered. Until so exchanged, the temporary Notes shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Notes to be issued and authenticated hereunder.

Section 2.12. Nonpresentment of Notes. In the event any Note shall not be presented for payment when the principal thereof becomes due, if moneys sufficient to pay such Note shall have been deposited with the Trustee for the benefit of the owner thereof, all liability of the City to the owner thereof for the payment of such Note shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability to the City, any owner of any Note or any other Person for interest thereon, for the benefit of the owner of such Note, who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under this Indenture or on, or with respect to, said Note.

Any moneys so deposited with and held by the Trustee and not so applied to the payment of Notes within two years after the date on which the same shall have become due shall be paid by the Trustee to the City, free from the trusts created by this Indenture. Thereafter, the owners of the Notes shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall apply the sums paid to it pursuant to this

Section in accordance with applicable law, but shall not be liable for any interest on such sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

Section 2.13. Change in Maximum Rates. From time to time, the City may change the Maximum Rate applicable to the Notes. The City shall promptly notify the Issuing and Paying Agent, the Dealer and the Trustee of such change in writing prior to the effective date of such Maximum Rate. Such change shall not be effective until 30 days after such notice is given. The change shall be effective only for Notes issued after the effective date of such change. The Trustee shall notify the Rating Agencies and EMMA of all changes to the Maximum Rate.

ARTICLE III

Limited Obligations

Section 3.01. Source of Payment. The Commercial Paper Notes and the interest payable thereon are limited obligations of the City payable from any funds held under this Indenture, the proceeds from the sale of Commercial Paper Notes to refinance maturing Commercial Paper Notes and the proceeds of GO Refunding Notes to be issued by the City pursuant to Section 3.02 hereof. The Notes do not represent or constitute a debt of the City within the meaning of any constitutional or any statutory limitation.

Section 3.02. Covenant to Refinance. The City covenants that commencing not later than: (i) 90 days prior to any Extended Maturity Date the City will begin the process to offer for sale GO Refunding Notes of the City to refinance the Notes that are maturing on the applicable Extended Maturity Date and apply the proceeds of such sale thereof to the payment of such maturing Notes; (ii) 30 days prior to any Extended Maturity Date to sell upon reasonable and customary terms and conditions, such GO Refunding Notes; and (iii) 10 days prior to the applicable Extended Maturity Date to issue, if sold, the GO Refunding Notes.

The receipts derived from the refinancing of the Commercial Paper Notes and all amounts in the funds and accounts created or maintained pursuant to this Indenture, the Issuing and Paying Agent Agreement or any Tax Certificate (except the Rebate Fund), including earnings on such amounts, are hereby pledged as security for the payment of the Commercial Paper Notes and constitute trust funds held for that purpose, subject only to the provisions of this Indenture and the Issuing and Paying Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein and therein. The pledge herein made shall be irrevocable until all of the Commercial Paper Notes have been paid and retired. The granting of this pledge by the City does not limit in any manner the rights of the City to issue any additional debt or incur any other obligations.

ARTICLE IV

Application of Commercial Paper Note Proceeds

Section 4.01. Creation of Funds and Accounts. (a) The Proceeds Fund is hereby created as a separate trust fund and shall be held, maintained and accounted for by the Trustee,

and the moneys in the Proceeds Fund shall be used for the purposes for which the Notes of any Series are authorized to be issued, including, but not limited to, costs of the Project for such Series, the payment of principal of and interest on the Notes, Costs of Issuance and administrative costs of the commercial paper program. If so specified in a Tax Certificate, or at the written direction of the City, the City shall establish one or more accounts and subaccounts within the Proceeds Fund. The Proceeds Fund is designated as the “Commercial Paper Proceeds Fund” and herein called the “Proceeds Fund.”

(b) The Debt Service Fund is hereby created as a separate trust fund and shall be held by the Issuing and Paying Agent and shall be subject to the lien of this Indenture. The City may direct the Issuing and Paying Agent to establish and maintain a separate account or accounts in the Debt Service Fund with respect to any or all of the Notes of one or more Series. Moneys in the Debt Service Fund and the accounts therein shall be held in trust separate and apart from all other moneys, funds and accounts held by the Issuing and Paying Agent, and shall be applied to pay the principal of and interest on Outstanding Notes in the amounts, at the times and in the manner set forth herein and in any Supplemental Indenture. The following accounts are hereby established within the Debt Service Fund, and the Issuing and Paying Agent shall hold such accounts in trust in accordance herewith and with the Issuing and Paying Agent Agreement:

(1) “Commercial Paper Debt Service Account,” (including such sub-accounts as the Trustee shall be directed to create by the written direction of the City) and herein called the “Debt Service Account”; and

(2) three “Commercial Paper Payment Accounts,” and herein called the “Payment Accounts” for the deposit of the proceeds of renewal Notes and are designated as

(i) the “Series C ___ Payment Account,”

(ii) the “Series R ___ Payment Account,” and

(iii) the “Series T ___ Payment Account.”

Section 4.02. Deposit of Proceeds of Commercial Paper Notes. The proceeds of the initial sale of any Notes (that is, any Note that is not issued to redeem or pay the principal of another Note of the same Series) shall be deposited into the Proceeds Fund. Thereafter, immediately upon receipt of proceeds of Notes, the Issuing and Paying Agent shall, if instructed by an Authorized City Representative, first deposit the proceeds of the sale of Commercial Paper Notes into the applicable Commercial Paper Payment Account in an amount equal to the principal of or interest on Commercial Paper Notes of such Series. Proceeds so deposited shall be held separate and apart from all other funds and accounts and shall not commingled with any other moneys.

Section 4.03. Application of Moneys in the Proceeds Fund. (a) Moneys in the Proceeds Fund attributable to each Series shall be applied to the payment of the costs of the Project for such Series, Costs of Issuance of such Series and administrative costs of the commercial paper program. An Authorized City Representative may from time to time amend

the list of Projects in a Tax Certificate; provided, however, that the Authorized City Representative shall not amend the list of Projects in such a way as to change the tax status of the related Series of Commercial Paper Notes. An Authorized City Representative is hereby authorized to execute one or more supplemental Tax Certificates in connection with any Series of Notes.

(b) The Trustee shall make payments or disbursements from the Proceeds Fund upon receipt from the City of a written requisition, in substantially the form attached as Exhibit B to this Indenture, executed by an Authorized City Representative, which requisition shall state, with respect to each amount requested thereby, (i) the account, if any, within the Proceeds Fund from which such amount is to be paid, (ii) the number of the requisition from such account, (iii) the amount to be paid, the Payment Instructions, (iv) that the amount to be paid represents a cost of a qualifying Project as described in a Tax Certificate of the City, or is related to a Series T___ Project, as applicable, and (v) unless related to a Series T___ Project, that the amounts requisitioned will be expended only in accordance with and subject to the limitations set forth in the applicable Tax Certificate. The City may request disbursements in advance of actual expenditures, and need not provide the Trustee with evidence of expenditures.

(c) Moneys held in the Proceeds Fund shall be invested and reinvested by the Trustee in Permitted Investments as directed by an Authorized City Representative.

Section 4.04. Deposits Into and Uses of the Commercial Paper Debt Service Account and the Payment Account. (a) At or before 2:00 p.m., New York, New York time, on an interest payment date as provided in Section 2.01(d) hereof, the Original Maturity Date or Extended Maturity Date of each Note, the City shall deposit or cause to be deposited into the Commercial Paper Debt Service Account, solely from Commercial Paper Note Proceeds or proceeds from the sale of the GO Refunding Notes, an amount sufficient, together with other available moneys including the moneys in the Payment Accounts, to pay principal of and interest due on all Notes maturing on such interest payment date, Original Maturity Date or the Extended Maturity Date, as applicable. The Issuing and Paying Agent shall notify the City on or before 5:00 p.m., New York, New York time, on the Business Day prior to such interest payment date, Original Maturity Date, of the total amount due on such maturity date.

(b) The City may, but is not obligated to, deposit other funds of the City into the Commercial Paper Debt Service Account. The City may direct the deposit into accounts for principal and/or interest. City deposits directed to pay interest may only be used to pay interest, unless: 1) there are no outstanding Commercial Paper Notes after the payment; or 2) the City approves such other use.

(c) Moneys in the Debt Service Fund shall be invested and reinvested by the Issuing and Paying Agent, as directed by an Authorized City Representative, in United States Obligations or in Permitted Investments described in subparagraph (9) of the definition thereof.

ARTICLE V

Redemption

Section 5.01. No Redemption Prior to Original Maturity Date. The Commercial Paper Notes shall not be subject to redemption prior to their Original Maturity Date except with respect to the City Note.

Section 5.02. Redemption following Original Maturity Date. In the event the City exercises its option to extend the maturity of a Note, that Note may be redeemed on any date after its Original Maturity Date, at the option of the City at a redemption price equal to par (100%), plus accrued and unpaid interest to the redemption date; provided the City must redeem all Commercial Paper Notes that have Extended Maturity Dates.

To exercise its redemption option, the City shall provide not less than 5 nor more than 25 calendar days' notice to the Issuing and Paying Agent. The Issuing and Paying Agent will notify DTC of the Notes to be redeemed within one Business Day of receipt of such notice.

ARTICLE VI

Tax Covenants

Section 6.01. Tax Covenants. In order to maintain the exclusion from gross income of the interest on the Series C___ Notes and the Series R___ Notes for Federal income tax purposes, the City covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code, and further agrees to comply with the covenants contained in, and the instructions given pursuant to, each Tax Certificate, which by this reference is incorporated herein, as a source of guidance for compliance with such provisions.

Section 6.02. Taxable Notes. Notwithstanding anything in this Indenture to the contrary, in the event an Authorized City Representative designates a Series as obligations not described in Section 103(a) of the Code, including the Series T___ Notes issued hereunder, the provisions of Section 6.01 shall not apply to such Series.

ARTICLE VII

Issuing and Paying Agent; Dealer

Section 7.01. Appointment of Issuing and Paying Agent. The City hereby appoints the Issuing and Paying Agent, Authenticating Agent and Registrar and agrees that, at or prior to the time of issuance of the initial Commercial Paper Notes, the City will enter into the Issuing and Paying Agent Agreement and will at all times, prior to the Termination Date, maintain in effect an Issuing and Paying Agent Agreement, pursuant to which the Issuing and Paying Agent will agree to hold funds and fulfill the duties and obligations of the Issuing and Paying Agent, as provided for in this Indenture.

The Issuing and Paying Agent and the Authenticating Agent and Registrar shall (i) designate to the Trustee its principal office, and (ii) signify its acceptance of the duties and obligations imposed upon it hereunder and under any Supplemental Indenture by written instrument of acceptance delivered to the City and the Trustee.

Section 7.02. Reports and Records. The Issuing and Paying Agent shall at all times keep or cause to be kept proper records in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of the Notes and any funds and accounts established and maintained by the Issuing and Paying Agent pursuant to this Indenture and any Supplemental Indenture. Such records shall be available for inspection by the City on each Business Day upon reasonable notice during reasonable business hours, and by any Owner or its agent or representative duly authorized in writing at reasonable hours and under reasonable circumstances. The Issuing and Paying Agent shall not be required to maintain records with respect to transactions made by the Trustee or an Authorized City Representative, or with respect to funds established and maintained by the Trustee.

(a) The Issuing and Paying Agent shall provide to the Authorized City Representative each month a report of the amounts deposited in each fund and account held by it under this Indenture, and the amount disbursed from such funds and accounts, the earnings thereon, the ending balance in each of such funds and accounts, the investments in each such fund and account, and the yield on each investment calculated in accordance with the directions of an Authorized City Representative. Such report shall also include such information regarding the issuance of Commercial Paper Notes during the subject month as the City shall request.

(b) The Issuing and Paying Agent shall maintain such books, records and accounts as may be necessary to evidence the obligations of the City resulting from the Commercial Paper Notes, the principal amounts owing thereunder, the maturity schedule therefor, the respective rates of interest thereon, and the principal and interest paid from time to time thereunder. As long as the Commercial Paper Notes are in book-entry form, in any legal action or proceeding with respect to a master note, the entries made in such books, records or accounts shall be, absent manifest error, conclusive evidence of the existence and the amounts of the obligations of the City therein recorded.

Section 7.03. Resignation and Replacement of Issuing and Paying Agent. The Issuing and Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' written notice to the Trustee, Dealer and the City. The Issuing and Paying Agent may be removed, at any time by an instrument signed by an Authorized City Representative and filed with the Issuing and Paying Agent and the Trustee. No such resignation or removal shall become effective, however, until a successor Issuing and Paying Agent has been selected and assumed the duties of the Issuing and Paying Agent hereunder.

In the event of the resignation or removal of the Issuing and Paying Agent, the Issuing and Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor. The Issuing and Paying Agent shall make any representations and warranties to the City as may be reasonably requested by the City in connection with any such assignment.

The Issuing and Paying Agent shall, at all times, be a bank, trust company or a national banking association organized and doing business under the laws of the United States of America or of any state with a combined capital and surplus of at least \$20,000,000 duly qualified and appointed as a fiscal agent of the City and authorized under such laws to exercise corporate trust powers and be subject to supervision or examination by Federal or state authority. If such corporation or national banking association publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this Section, the combined capital and surplus of such corporation or national banking association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any corporation or national banking association into which any Issuing and Paying Agent may be merged or converted or with which it may be consolidated, or any corporation or national banking association resulting from any merger, consolidation or conversion to which any Issuing and Paying Agent shall be a party, or any corporation or national banking association succeeding to the corporate trust business of any Issuing and Paying Agent shall be the successor of the Issuing and Paying Agent if such successor corporation or national banking association is otherwise eligible under this Section, without the execution or filing of any document or further act on the part of the Issuing and Paying Agent or such successor corporation or national banking association.

Section 7.04. Dealer. The City confirms the appointment of Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley, and Loop Capital Markets, each as a Dealer, and agrees that, at or prior to the time of issuance of the initial Commercial Paper Notes, the City will enter into a Dealer Agreement with each Dealer. The City covenants that at all times while any Notes shall be outstanding, it will maintain in effect one or more Dealer Agreements, pursuant to which each Dealer will agree to fulfill the duties and obligations of the Dealer as set forth in this Indenture and its Dealer Agreement.

ARTICLE VIII

Trustee

Section 8.01. Acceptance of Trusts. The Trustee hereby accepts and agrees to execute the trusts specifically imposed upon it by this Indenture, but only upon the additional terms set forth in this Article, to all of which the City agrees and the respective holders agree by their acceptance of delivery of any of the Notes.

Section 8.02. Duties of Trustee. (a) If an Event of Default has occurred and is continuing, the Trustee shall exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee shall perform the duties set forth in this Indenture; no implied duties or obligations shall be read into this Indenture against the Trustee.

(c) Except during the continuance of an Event of Default, in the absence of any negligence on its part or any knowledge to the contrary, the Trustee may conclusively rely upon certificates or opinions furnished to the Trustee conforming to the requirements of this Indenture, as to the truth of the statements and the correctness of the opinions expressed. The Trustee shall examine the certificates and opinions, however, to determine whether they conform to the requirements of this Indenture.

(d) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that: (1) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless the Trustee was negligent in ascertaining the pertinent facts; and (2) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it from holders or the City in the manner provided in this Indenture.

(e) The Trustee shall not, by any provision of this Indenture, be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the holders of the Notes, unless such holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it to comply with such request or direction.

(f) Every provision of this Indenture that in any way relates to the Trustee is subject to this Section.

(g) The Trustee shall not be deemed to have knowledge of an Event of Default unless it has received actual knowledge at the corporate trust office of the Trustee located in Chicago, Illinois.

Section 8.03. Rights of Trustee. Subject to the foregoing Section, the Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, and the Trustee shall be under no duty to make investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

The Trustee may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in good faith in accordance therewith.

Section 8.04. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes, and may otherwise deal with the City with

the same rights it would have if it were not Trustee. The Issuing and Paying Agent or any other agent may do the same with like rights.

Section 8.05. Trustee's Disclaimer. The Trustee shall not be accountable for the City's use of the proceeds from the Notes paid to the City and it shall not be responsible for any statement in the Notes.

Section 8.06. Notice of Defaults. If (i) an Event of Default has occurred, or (ii) an event has occurred which with the giving of notice and/or the lapse of time would be an Event of Default, and, with respect to such events for which notice to the City is required before such events will become Events of Default, such notice has been given, then the Trustee shall promptly, after obtaining actual notice of such Event of Default or event described in clause (ii) above, give notice thereof to each holder, EMMA and to the Issuing and Paying Agent. Except in the case of a default in payment on any Notes, the Trustee may withhold the notice if and as long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the holders.

Section 8.07. Compensation of Trustee. For acting under this Indenture, the Trustee shall be entitled to payment of fees for its services and reimbursement of advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with its services under this Indenture and the City agrees to pay such amounts to the Trustee. The City agrees to indemnify and hold the Trustee harmless against costs, claims, expenses and liabilities not arising from the Trustee's own negligence, misconduct or breach of duty, which the Trustee may incur in the exercise and performance of its rights and obligations hereunder. Such obligation shall survive the discharge of this Indenture or the resignation or removal of the Trustee.

Section 8.08. Eligibility of Trustee. This Indenture shall always have a Trustee that is a trust company or a bank having the powers of a trust company and is organized and doing business under the laws of the United States or any state or the District of Columbia, is authorized to conduct trust business under the laws of such jurisdiction, is subject to supervision or examination by United States, state or District of Columbia authority, and has a combined capital and surplus of at least \$20,000,000 as set forth in its most recent published annual report of condition.

Section 8.09. Replacement of Trustee. The Trustee may resign by notifying the City in writing at least 60 days prior to the proposed effective date of the resignation. The holders of a majority in Outstanding principal amount of the Notes may remove the Trustee by notifying the removed Trustee and may appoint a successor Trustee with the City's consent. The City may remove the Trustee, by notice in writing delivered to the Trustee 60 days prior to the proposed removal date; provided, however, that the City shall have no right to remove the Trustee during any time when an Event of Default has occurred and is continuing, or when an event has occurred and is continuing, or condition exists, which with the giving of notice or the passage of time or both would be an Event of Default.

No resignation or removal of the Trustee under this Section shall be effective until a new Trustee has taken office and delivered a written acceptance of its appointment to the retiring

Trustee and to the City. Immediately thereafter, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee, the resignation or removal of the retiring Trustee shall then (but only then) become effective and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture.

If the Trustee resigns or is removed, or for any reason is unable or unwilling to perform its duties under this Indenture, the City shall promptly appoint a successor Trustee.

If a Trustee is not performing its duties hereunder and a successor Trustee does not take office within 60 days after the retiring Trustee delivers notice of resignation or the City delivers notice of removal, the retiring Trustee, the City or the holders of a majority in aggregate principal amount of the outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 8.10. Successor Trustee or Agent by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its assets (or, in the case of a bank or trust company, its corporate trust assets) to another corporation which meets the qualifications set forth in this Indenture, the resulting, surviving or transferee corporation, without any further act, shall be the successor Trustee.

Section 8.11. Other Agents. The City, or the Trustee with the consent of the City, may from time to time appoint other agents as may be appropriate at the time to perform duties and obligations under this Indenture or under a Supplemental Indenture all as provided by Supplemental Indenture or resolution or ordinance of the City.

Section 8.12. Several Capacities. Anything in this Indenture to the contrary notwithstanding, with the written consent of the City, the same entity may serve hereunder as the Trustee and any other agent as appointed to perform duties or obligations under this Indenture, under a Supplemental Indenture or an escrow agreement, or in any combination of such capacities, to the extent permitted by law.

Section 8.13. Accounting Records and Reports of the Trustee. The Trustee shall at all times keep, or cause to be kept, proper records in which complete and accurate entries shall be made of all transactions made by it relating to the Note Proceeds and all funds and accounts established pursuant to this Indenture. Such records shall be available for inspection by the City on each Business Day during reasonable business hours and by any holder, or his agent or representative duly authorized in writing, at reasonable hours and under reasonable circumstances.

(a) The Trustee shall provide to the City each month a report of any Note Proceeds received during that month, if any, and the amounts deposited into each fund and account held by it under this Indenture and the amount disbursed from such funds and accounts, the earnings thereon, the ending balance in each of such funds and accounts and the investments of each such fund and account.

(b) The Trustee shall annually, within a reasonable period after the end of the Fiscal Year, furnish to the City a statement (which need not be audited) covering receipts,

disbursements, allocation and application of Note Proceeds, and any other moneys in any of the funds and accounts held by it established pursuant to this Indenture or any Supplemental Indenture for the preceding year.

ARTICLE IX

Events of Default and Remedies of Noteholders

Section 9.01. Events of Default. Each of the following events shall constitute and is referred to in this Indenture as an “Event of Default”:

(a) a failure by the City to pay the principal of any Commercial Paper Note for five Business Days after the date the same shall have become due and payable on an Extended Maturity Date;

(b) a failure by the City to pay any installment of interest on any Commercial Paper Note for five Business Days after the date such interest shall have become due and payable on an Extended Maturity Date or in accordance with Section 2.01(d) hereof;

(c) a failure by the City to offer the GO Refunding Notes; a failure by the City if the GO Refunding Notes are sold, to issue the GO Refunding Notes, or to apply the proceeds therefrom in accordance with Section 3.02 hereof;

(d) a failure by the City to observe and perform any covenant, condition, agreement or provision (other than as specified in paragraphs (a) and (b) of this Section) contained in the Commercial Paper Notes or in this Indenture on the part of the City to be observed or performed, which failure shall continue for a period of 60 days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the City by the Trustee, which notice may be given at the discretion of the Trustee and shall be given at the written request of holders of 25% or more in aggregate principal amount of the Commercial Paper Notes then Outstanding, unless the Trustee, or the Trustee and holders of Commercial Paper Notes in an amount not less than the Outstanding principal amount of Commercial Paper Notes the holders of which requested such notice, shall agree in writing to an extension of such period prior to its expiration; provided, however, that the Trustee, or the Trustee and the holders of such principal amount of Commercial Paper Notes, shall be deemed to have agreed to an extension of such period if such failure can be remedied, and corrective action is initiated by the City within such period and is being diligently pursued;

(e) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including, without limitation, proceedings under the United States Bankruptcy Code (as the same may from time to time be hereafter amended), or other proceedings for relief under any Federal or state bankruptcy law or similar law for the relief of debtors are instituted by or against the City, and, if instituted against the City, said proceedings are consented to or are not dismissed within 60 days after such institution; or

(f) the occurrence of any other Event of Default as is provided in a Supplemental Indenture.

If any Event of Default has occurred, but is subsequently cured or waived, then such Event of Default shall no longer constitute an Event of Default hereunder.

Section 9.02. Remedies. (a) Upon the occurrence and continuance of any Event of Default, the Trustee in its discretion may, and upon the written direction of the holders of 25% or more in aggregate principal amount of the Commercial Paper Notes then Outstanding and receipt of indemnity to its satisfaction, shall, in its own name and as the Trustee of an express trust: (i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Commercial Paper Noteholders, and require the City to carry out any agreements with or for the benefit of the Commercial Paper Noteholders and to perform its or their duties under any law to which it is subject and this Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of this Indenture; (ii) bring suit upon the Commercial Paper Notes; (iii) commence an action or suit in equity to require the City to account as if it were the trustee of an express trust for the Commercial Paper Noteholders; or (iv) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Commercial Paper Noteholders.

(b) The Trustee shall be under no obligation to take any action with respect to any Event of Default unless the Trustee has actual knowledge of the occurrence of such Event of Default.

Section 9.03. Restoration to Former Position. In the event that any proceeding taken by the Trustee to enforce any right under this Indenture shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the City, the Trustee, and the Commercial Paper Noteholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 9.04. Noteholders' Right To Direct Proceedings. Subject to Section 9.05 hereof, anything else in this Indenture to the contrary notwithstanding, the holders of a majority in aggregate principal amount of the Commercial Paper Notes then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under this Indenture to be taken in connection with the enforcement of the terms of this Indenture or exercising any trust or power conferred on the Trustee by this Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of the law and this Indenture; and provided, further, that with respect to any such direction by the holders of Commercial Paper Notes there shall have been provided to the Trustee security and indemnity satisfactory to the Trustee against the costs, expenses and liabilities to be incurred as a result thereof by the Trustee.

Section 9.05. Limitation on Right To Institute Proceedings. No Noteholder shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power hereunder, or any other remedy hereunder or on such Commercial Paper Note, unless such Commercial Paper Noteholder or Commercial Paper Noteholders previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided, and unless also holders of 25% or more in aggregate principal amount of the Commercial Paper

Notes then Outstanding shall have made written request of the Trustee so to do, after the right to institute such suit, action or proceeding under Section 9.02 hereof shall have accrued, and shall have afforded the Trustee a reasonable opportunity to proceed to institute the same in either its or their name, and unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the institution of such suit, action or proceeding; it being understood and intended that no one or more of the Commercial Paper Noteholders shall have any right in any manner whatever by his, her or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Commercial Paper Notes, except in the manner herein provided, and that all suits, actions and proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Commercial Paper Noteholders.

Section 9.06. No Impairment of Right To Enforce Payment. The right of any Commercial Paper Noteholder to receive payment of the principal of and interest on such Noteholder's Commercial Paper Notes, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective date, shall not be impaired or affected without the consent of such Commercial Paper Noteholder.

Section 9.07. Proceedings by Trustee Without Possession of Commercial Paper Notes. All rights of action under this Indenture or under any of the Commercial Paper Notes secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Commercial Paper Notes, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the equal and ratable benefit of the Commercial Paper Noteholders, subject to the provisions of this Indenture.

Section 9.08. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to Commercial Paper Noteholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; provided, however, that any conditions set forth herein to the taking of any remedy to enforce the provisions of this Indenture or the Commercial Paper Notes shall also be conditions to seeking any remedies under any of the foregoing pursuant to this Section.

Section 9.09. No Waiver of Remedies. No delay or omission of the Trustee or of any Commercial Paper Noteholder to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article to the Trustee and to the Commercial Paper Noteholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 9.10. Application of Moneys. Any moneys received by the Trustee, by any receiver or by any Commercial Paper Noteholder pursuant to any right given or action taken under the provisions of this Article after payment of the costs and expenses of the proceedings

resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee (including attorneys' fees), shall be applied as follows:

(a) first, to the payment to the persons entitled thereto of all installments of interest then due on the Commercial Paper Notes, with interest on overdue installments, if lawful, at the rate per annum borne by the Commercial Paper Notes in the order of maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, and

(b) second, to the payment to the Persons entitled thereto of the unpaid principal amount of any of the Commercial Paper Notes which shall have become due with interest on such Commercial Paper Notes at their respective rate from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Commercial Paper Notes due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the Persons entitled thereto, without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Trustee shall give notice of the deposit with it of any such moneys and of the fixing of any such date by first-class United States mail, postage prepaid, to all Commercial Paper Noteholders, and shall not be required to make payment to any Commercial Paper Noteholder until such Commercial Paper Notes shall be presented to the Trustee for appropriate endorsement, or for cancellation if fully paid.

Section 9.11. Severability of Remedies. It is the purpose and intention of this Article to provide rights and remedies to the Trustee and the Commercial Paper Noteholders, which may be lawfully granted under the provisions of applicable law, but should any right or remedy herein granted be held to be unlawful, the Trustee and the Noteholders shall be entitled, as above set forth, to every other right and remedy provided in this Indenture or by applicable law.

Section 9.12. Additional Events of Default and Remedies. As long as any particular Series of Commercial Paper Notes is Outstanding, the remedies as set forth in this Article may be supplemented with additional remedies as set forth in a Supplemental Indenture.

ARTICLE X

Miscellaneous

Section 10.01. Timeliness of Deposits. Funds shall be deemed transferred for purposes of timeliness of receipt under this Indenture when transfer instructions for transfer by Federal reserve wire have been given and a Federal wire number confirmation has been received; provided that the party to receive such funds shall not be required to take any action required to be taken hereunder with respect to such funds until it has confirmation of actual receipt of such funds.

Section 10.02. Defeasance of Commercial Paper Notes. Commercial Paper Notes shall not be deemed to have been paid in full unless payment of the principal of and interest on the Commercial Paper Notes either (a) shall have been made or caused to be made in accordance with the terms of the Commercial Paper Notes and this Indenture, or (b) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably setting aside exclusively for such payment (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations purchased with moneys, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment.

Section 10.03. Eligible Accounts. All moneys held under the Indenture shall be deposited in an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a Standard & Poor's short-term debt rating of at least 'A-2' (or, if no short-term debt rating, a long-term debt rating of 'BBB+'); or (b) maintained with the corporate trust department of a federal depository institution or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the Code of Federal Regulations Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

Section 10.04. Payments or Actions Occurring on Non-Business Days. If a payment date is not a Business Day at the place of payment, or if any action required hereunder is required on a date that is not a Business Day, then payment may be made at that place on the next Business Day, or such action may be taken on the next Business Day, with the same effect as if payment were made, or the action taken, on the stated date, and no interest shall accrue for the intervening period.

Section 10.05. Notices to Rating Agencies. (a) The Authorized City Representative shall provide the Rating Agencies with written notice of the occurrence of the following events: (i) changes in the Dealer or the Trustee, (ii) the appointment of a successor Issuing and Paying Agent, (iii) amendments to the Indenture or the Issuing and Paying Agent Agreement, (iv) the defeasance of all Outstanding Commercial Paper Notes and (v) the termination of the commercial paper program.

(b) Any notice under paragraph (a) shall be sent to the Rating Agencies at the following addresses, as applicable:

Standard & Poor's: Attention: Muni Structured Finance
55 Water Street, 38th Floor
New York, New York 10041
phone: 212-438-2000
fax: 212-438-2157
email: pubfin_structured@sandp.com

Fitch: Attention: Public Finance Department
Fitch
One State Street Plaza
New York, New York 10004-1505
phone: 212-908-0500
fax: 212-480-4435

Moody's: Attention: Public Finance Department – Rating Desk/CP
Moody's Investors Service, Inc.
99 Church Street
New York, New York 10007
phone: 212-553-0300
fax: 212-964-5082

Section 10.06. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any Person other than the City, the Trustee, the Paying Agent, other agents from time to time hereunder and the holders of the Notes, any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of the City, the Trustee, the Paying Agent, such other agents and the holders of the Notes.

ARTICLE XI

Supplemental Indentures

Section 11.01. Limitations. This Indenture shall not be modified or amended in any respect subsequent to the first delivery of fully executed and authenticated Notes except as provided in, and in accordance with and subject to the provisions of, this Article.

Section 11.02. Supplemental Indentures Not Requiring Consent of Noteholders. The City may from time to time and at any time, without the consent of or notice to the Noteholders, execute and deliver Supplemental Indentures supplementing and/or amending this Indenture or any Supplemental Indenture as follows:

- (a) to cure any formal defect, omission, inconsistency or ambiguity in, or answer any questions arising under, this Indenture or any Supplemental Indenture, provided that such supplement or amendment is not materially adverse to the Noteholders;

(b) to add to the covenants and agreements of the City in this Indenture or any Supplemental Indenture other covenants and agreements, or to surrender any right or power reserved or conferred upon the City, provided that such supplement or amendment is not materially adverse to the Noteholders;

(c) to confirm, as further assurance, any interest of the Issuing and Paying Agent in and to the funds and accounts held by the Trustee or the Issuing and Paying Agent, or in and to any other moneys, securities or funds of the City provided pursuant to this Indenture, or to otherwise add additional security for the Noteholders;

(d) to evidence any change made in the terms of any Series of Notes if such changes are authorized by the Supplemental Indenture at the time the Series of Notes is issued and such change is made in accordance with the terms of such Supplemental Indenture;

(e) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;

(f) to modify, alter, amend or supplement this Indenture or any Supplemental Indenture in any other respect which is not materially adverse to the Noteholders;

(g) to qualify the Notes or a Series of Notes for a rating or ratings by Moody's, S&P and/or Fitch;

(h) to accommodate the technical, operational and structural features of Notes which are issued or are proposed to be issued, including, but not limited to, changes needed to accommodate other forms of commercial paper, or other forms of indebtedness which the City from time to time deems appropriate to incur;

(i) to comply with the requirements of the Code as are necessary, in the opinion of Bond Counsel, to preserve the exclusion from gross income for Federal income taxation of the interest on Notes issued as tax-exempt Notes, as appropriate; or

(j) to take effect only with respect to Notes issued on or after the effective date of the Supplemental Indenture accompanied by appropriate disclosure of the amendment or supplement.

Before the City shall, pursuant to this Section, execute any Supplemental Indenture, there shall have been delivered to the City an opinion of Bond Counsel to the effect that such Supplemental Indenture is authorized or permitted by this Indenture and applicable law, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms, and will not cause interest on any of the Notes which is then excluded from gross income of the recipient thereof for Federal income tax purposes to be included in gross income for Federal income tax purposes.

Section 11.03. Supplemental Indentures Requiring Consent of Noteholders. (a) Except for any Supplemental Indenture entered into pursuant to Section 11.02 hereof and any Supplemental Indenture entered into pursuant to subsection (b) below, subject to the terms and

provisions contained in this Section and not otherwise, the holders of not less than a majority in aggregate principal amount of the Notes then Outstanding shall have the right from time to time, to consent to and approve the execution by the City of any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that, unless approved in writing by the holders of all the Notes then Outstanding, or unless such change affects less than all Series of Notes and subsection (b) below is applicable, nothing herein contained shall permit, or be construed as permitting, (i) an extension in the stated maturity of any Outstanding Notes, or a change in the amounts or currency of payment of the principal of or interest on any Outstanding Notes, or (ii) a reduction in the principal amount or redemption price of any Outstanding Notes, or the rate of interest thereon; and provided that nothing herein contained, including the provisions of subsection (b) below, shall, unless approved in writing by the holders of all the Notes then Outstanding, permit or be construed as permitting (iii) except with respect to additional security which may be provided for a particular Series of Notes, a preference or priority of any Note or Notes over any other Note or Notes with respect to the security granted therefor under this Indenture, or (iv) a reduction in the aggregate principal amount of Notes the consent of the Noteholders of which is required for any such Supplemental Indenture.

(b) Subject to the provisions of Section 11.02 and 11.03(a) hereof, the City may, from time to time and at any time, execute a Supplemental Indenture which amends the provisions of an earlier Supplemental Indenture. If such Supplemental Indenture is executed for one of the purposes set forth in Section 11.02 hereof, no notice to or consent of the Noteholders shall be required. If such Supplemental Indenture contains provisions which affect the rights and interests of less than all Series of Notes Outstanding and Section 11.02 hereof is not applicable, then this subsection (b) rather than subsection (a) above shall control, and, subject to the terms and provisions contained in this Section and not otherwise, the holders of not less than a majority in aggregate principal amount of the Notes of all Series which are affected by such changes shall have the right from time to time to consent to any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in such Supplemental Indenture and affecting only the Notes of such Series; provided, however, that, unless approved in writing by the holders of all the Notes of all the affected Series then Outstanding, nothing herein contained shall permit, or be construed as permitting, (i) a change in the scheduled times, amounts or currency of payment of the principal of or interest on any Outstanding Notes of such Series, or (ii) a reduction in the principal amount or redemption price of any Outstanding Notes of such Series or the rate of interest thereon. Nothing herein contained, however, shall be construed as making necessary the approval by Noteholders of the adoption of any Supplemental Indenture as authorized in Section 11.02 hereof.

(c) If at any time the City shall desire to enter into any Supplemental Indenture for any of the purposes of this Section, the City shall cause notice of the proposed execution of the Supplemental Indenture to be given by first-class United States mail to all Noteholders or, under subsection (b) above, all Noteholders of the Series. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the office of the City for inspection by all Noteholders, and it shall not be required that the Noteholders

approve the final form of such Supplemental Indenture but it shall be sufficient if such Noteholders approve the substance thereof.

(d) The City may execute and deliver such Supplemental Indenture in substantially the form described in such notice, but only if there shall have first been delivered to the City (i) any required consents, in writing, of the Noteholders, and (ii) the opinion of Bond Counsel required by the last paragraph of Section 11.02 hereof.

(e) If Noteholders of not less than the percentage of Notes required by this Section shall have consented to and approved the execution and delivery thereof as herein provided, no Noteholders shall have any right to object to the adoption of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution and delivery thereof, or to enjoin or restrain the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 11.04. Effect of Supplemental Indenture. Upon execution and delivery of any Supplemental Indenture pursuant to the provisions of this Article, this Indenture or the Supplemental Indenture shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture and the Supplemental Indenture of the City, the Trustee, the Issuing and Paying Agent and all Noteholders shall thereafter be determined, exercised and enforced under this Indenture and the Supplemental Indenture, if applicable, subject in all respects to such modifications and amendments.

Section 11.05. Supplemental Indentures to be Part of this Indenture. Any Supplemental Indenture adopted in accordance with the provisions of this Article shall thereafter form a part of this Indenture or the Supplemental Indenture which they supplement or amend, and all of the terms and conditions contained in any such Supplemental Indenture as to any provision authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of this Indenture or the Supplemental Indenture which they supplement or amend for any and all purposes.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, all as of the date first above written.

CITY OF MILWAUKEE

Mayor

City Clerk

COUNTERSIGNED:

_____, Comptroller

Approved as to
form, content, and execution this
_____ day of _____, 2012

City Attorney

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

By: _____
Its: _____

By: _____
Its: _____

[SEAL]

EXHIBIT A

(Form of Master Note)

United States of America
State of Wisconsin
County of Milwaukee

**CITY OF MILWAUKEE
EXTENDABLE MUNICIPAL
COMMERCIAL PAPER NOTE
2012 PROGRAM SERIES __**

Registered Owner: CEDE & CO.

Principal Sum: Not to Exceed the Authorized Amount set forth below.

The City of Milwaukee (the “City”), a municipal corporation of the State of Wisconsin, for value received, hereby promises to pay to the registered owner hereinabove named or registered assigns, the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of the City (the “Underlying Records”) as being evidenced by this Master Note, which Underlying Records are maintained by U.S. Bank National Association, (the “Trustee”) as Issuing and Paying Agent (the “Issuing and Paying Agent”) under that certain Issuing and Paying Agent Agreement, dated as of April 1, 2012, between the City and the Issuing and Paying Agent (the “Issuing and Paying Agent Agreement”) at the principal office of the Issuing and Paying Agent, in the manner and subject to the terms of the hereinafter defined Indenture. Interest on Series C__ Notes and Series R__ Notes shall be calculated on the basis of actual days elapsed in a 365- or 366-day year, as the case may be, at the rate specified on the Underlying Records. Interest on Series T__ Notes shall be calculated on the basis of a 360-day year and actual number of days elapsed, at the rate or yield specified on the Underlying Records. Payments of this Note may also be made by wire transfer to the registered owner stated hereinabove from the Issuing and Paying Agent without the necessity of presentation and surrender of this Master Note.

This Master Note is one of a duly authorized issue of Commercial Paper Notes of the City (hereinafter called the “Notes”) of the series and designation indicated on the face hereof. Said authorized issue of Notes consists of multiple series of varying denominations, dates, maturities, interest rates and other provisions, as in the Indenture hereinafter mentioned provided, all issued and to be issued pursuant to the provisions of the Constitution and Statutes of the State of Wisconsin, including particularly Chapters 65 and 67 of the Wisconsin Statutes and resolutions duly adopted by the Common Council of the City [for the purpose of paying various capital improvement projects of the City] [for the purpose of funding certain fiscal requirements of the City]. This Master Note evidences a series of Notes designated as the “City of Milwaukee, Extendable Municipal Commercial Paper Note, 2012 Program Series __” (hereinafter called the “Series Notes”). This Note is issued pursuant to a Trust Indenture, dated as of April 1, 2012 (the “Indenture”), between the City and the Trustee, providing for the

issuance of the Series C___ Notes, the Series R___ Notes and the Series T___ Notes in the aggregate principal amount Outstanding at any time not to exceed \$200,000,000. The authorized issue of this Series Note is limited to the principal amount of Two Hundred Million Dollars (\$200,000,000) reduced by the aggregate principal amount of Notes of the other series then outstanding under the Indenture.

Reference is hereby made to the Indenture for a description of the terms on which the Notes are issued and to be issued, and the rights of the registered owners of the Notes; and all the terms of the Indenture are hereby incorporated herein and made a contract between the City and the registered owner from time to time of this Master Note, and to all the provisions thereof the registered owner of this Note, by its acceptance hereof, consents and agrees. Additional series of Notes may be issued on a parity with the Notes of this authorized series.

The Notes are limited obligations of the City, shall be payable as to both principal and interest solely from proceeds of the sale of Commercial Paper Notes or GO Refunding Notes (as defined in the hereinafter defined Indenture) which the City has covenanted to issue to refinance the maturing Notes and any funds held under the Indenture, including earnings on such amounts, subject only to the provisions of the Indenture and the Issuing and Paying Agent Agreement permitting the application thereof for the purposes, and on the terms and conditions, set forth therein.

At the request of the registered owner, the City shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note. This Master Note is transferrable by the registered owner hereof, in person or by attorney duly authorized in writing, at the principal office of the Issuing and Paying Agent in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Note. Upon such transfer a new fully registered Note or Notes of the same Series designation, without coupons, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The City, the Trustee and the Issuing and Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the City, the Trustee and the Issuing and Paying Agent shall not be affected by any notice to the contrary.

The rights and obligations of the City and of the registered owners of the Notes may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Indenture and, under certain circumstances as described in the Indenture, without the consent of the holders of the Notes.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Master Note, and in the issuing of this Master Note, do exist, have happened and have been performed in due time, form and manner, and that this Master Note is not in excess of the amount of Notes permitted to be issued under the CP Note Resolution.

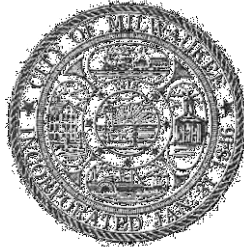
This Master Note shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Issuing and Paying Agent. This Master Note is a valid and binding obligation of City.


[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the City of Milwaukee, has caused this Master Note to be signed by the facsimile signature of the Mayor, countersigned by the manual signature of the Comptroller and attested by the facsimile signatures of the Commissioners of the Public Debt, and sealed with the printed facsimile of the City's seal, attested by the facsimile signature of the City Clerk, all as of the _____ day of _____, 2012.


CITY OF MILWAUKEE

[Signatures and Seal]

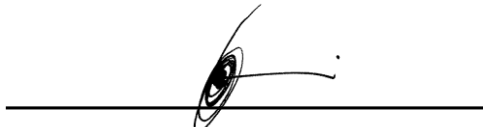




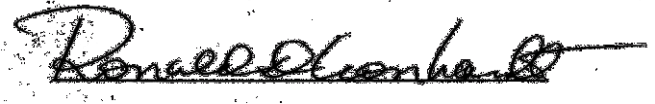
Commissioner of the Public Debt




Mayor



Commissioner of the Public Debt



City Clerk



Commissioner of the Public Debt

Comptroller

CERTIFICATE OF AUTHENTICATION

This Master Note is the Master Note described in the within Master Note and the within-mentioned Indenture.

Date of Authentication: _____

[NAME OF TRUSTEE], as Issuing and
Paying Agent

Authorized Signature

(Form of Assignment)

ASSIGNMENT

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

(Please Print or Typewrite Name and Address)

(Please Insert Social Security or other Taxpayer Identification Number of Assignee:
_____) the within Master Note and all rights and title
therein, and hereby irrevocably constitutes and appoints _____

_____,
attorney, to transfer the within Master Note on the books kept for registration thereof, with full
power of substitution in the premises.

(Registered Owner)

Dated: _____

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

Signature Guaranteed:

NOTICE: Unless this certificate is presented by an authorized representative of The Depository
Trust Company, a New York corporation ("DTC"), to the City or its agent for
registration of transfer, exchange or payment, and any certificate issued is registered
in the name of Cede & Co. or in such other name as is requested by an authorized
representative of DTC (and any payment is made to Cede & Co. or to such other
entity as is requested by an authorized representative of DTC), ANY TRANSFER,
PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO
ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede &
Co., has an interest herein.

EXHIBIT B

PROCEEDS FUND REQUISITION

Requisition No. _____

To:

Re: Requisition of Funds from City of Milwaukee
Extendable Municipal Commercial Paper Notes, 2012 Program
Series ___ Proceeds Fund

The amount requisitioned: \$ _____

Payment Instructions:

The undersigned, an Authorized City Representative within the meaning of the Trust Indenture, dated as of April 1, 2012 (the "Indenture"), between the City of Milwaukee (the "City") and [Name of Trustee], as trustee (the "Trustee"), hereby requisitions the amount set forth above and directs that such amount be paid to the party set forth above from funds held in the Series ___ Proceeds Fund held under the Indenture, and directs that payment be made in the manner described above.

For Series C___ and Series R___ Projects only: The amount to be paid represents a cost of the Series ___ Project as described in a Tax Certificate of the City, and the amounts requisitioned hereby will be expended only in accordance with and subject to the limitations set forth in the Tax Certificate, dated _____, 2012, and relating to the Series ___ Notes issued under the Indenture.

For Series T___ Project only: The amount to be paid represents a cost of a Series T___ Project.