

EXHIBIT A

FORM OF AMENDED AND RESTATED BOND

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS IT HAS FIRST BEEN REGISTERED UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAW, OR UNLESS THE TRUSTEE SHALL HAVE RECEIVED AN OPINION, SATISFACTORY TO THE TRUSTEE, FROM COUNSEL THAT REGISTRATION UNDER SAID ACT AND LAWS IS NOT REQUIRED.

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|-----------------------|--|---------------------------|
| REGISTERED NO. R-1 | UNITED STATES OF AMERICA STATE OF WISCONSIN | REGISTERED \$1,000,000 |
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CITY OF MILWAUKEE, WISCONSIN,
INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 1999
(ACCURATE METAL PRODUCTS, INC. PROJECT)

| <u>Maturity Date</u> | <u>Original Issue Date</u> | <u>Amended Bond Issued on</u> |
|--------------------------|--------------------------------|-----------------------------------|
| September 1, 2019 | September 21, 1999 | January 1, 2004 |

Registered Owner: M&I Marshall & Ilsley Bank

Principal Amount: ONE MILLION DOLLARS (\$1,000,000)

KNOW ALL MEN BY THESE PRESENTS that the City of Milwaukee, Wisconsin, a municipal corporation organized under the laws of the State of Wisconsin (the "City"), for value received, promises to pay, but solely from the source and as hereinafter provided and not otherwise, to the above named Registered Owner, or registered assigns principal and interest hereon as provided below.

Unless otherwise defined herein, capitalized terms shall have the meanings given to them in the Indenture hereinafter referred to.

1. The Bonds shall mature on September 1, 2019. The Bonds shall bear interest from the Original Issue Date through and including December 31, 2003 at a fixed rate equal to 6.50% per annum. The Bonds shall bear interest from January 1, 2004 through and including August 31, 2006 at a fixed rate equal to 4.00%. On September 1, 2006, the first Reset Date, and each Reset Date thereafter, the Bonds shall bear a fixed interest rate equal to the LIBOR/SWAP Rate of Interest. Interest shall be payable commencing on December 1, 1999 and quarterly thereafter on the first day of March, June, September and December of each year. Interest shall be computed on a 360-day year, actual days lapsed basis. All unpaid principal and interest shall be paid on September 1, 2019.

Overdue principal and interest on each Bond shall (to the extent legally enforceable) bear interest at the same rate per annum as was borne by such Bond on the due date of the delinquent payment. Any interest on any Bond which is payable, but is not punctually paid or duly provided for, may be paid in any lawful manner, at the discretion of the Trustee.

Principal payments of, premium, if any, and quarterly interest payments on this Bond issued to the Original Purchaser shall be made to the Trustee and paid by the Trustee directly to the Original Purchaser without presentation or surrender of the bonds by the Original Purchaser to the Trustee. The principal and interest payable on any Bond, which is punctually paid or duly provided for, on any Payment Date, shall be paid by check drawn by the Trustee payable to the order of the person in whose name that Bond is registered as of the close of business on the Record Date and mailed to such person at the address shown on the Bond Register. Any principal payment of, premium, if any, and interest on any Bond which is payable, but is not punctually paid or duly provided for, may be paid in any lawful manner, at the discretion of the Trustee.

Principal of, premium, if any, and interest on any Bond which is payable, and is punctually paid or duly provided for, on any Redemption Date that is not a regularly scheduled Payment Date, shall be paid by check drawn by the Trustee, payable to the order of the person in whose name the Bond is registered at the close of business on the day next preceding such Redemption Date.

The principal of, premium, if any, and interest on all Bonds shall be paid in lawful money of the United States of America.

2. This Bond has been issued pursuant to and in full compliance with the Constitution and laws of the State of Wisconsin, particularly Section 66.1101 of the Wisconsin Statutes, as amended, and by authority of resolutions adopted by the City's governing body in connection with a project and activity undertaken pursuant to said section of the Wisconsin Statutes. The Bonds do not constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation. The Bonds do not constitute or give rise to a charge against the City's general credit or taxing powers or a pecuniary liability of the City. The principal of, premium, if any, and interest on this Bond is payable by the City solely from "Pledged Revenues" as defined in the Indenture hereinafter referred to, including all payments by AMP Properties, LLC (the "Borrower") under the Loan Agreement. This Bond is a limited obligation of the City.

This Bond is one of a duly authorized issue of Bonds of the City, limited in aggregate principal amount of \$1,000,000 (hereinafter referred to as the "Bonds"), issued and authorized to be issued for the purpose of providing financing to the Borrower. The financing is accomplished under the terms of a Loan Agreement made and entered into as of September 1, 1999, by and between the City and the Borrower (the "Loan Agreement"). The Borrower has undertaken a project consisting of the acquisition of certain land (the "Project Site") within the City, the renovation of an existing manufacturing facility (the "Facility") on the Project Site, and acquisition of certain new machinery and equipment (the "Equipment") and installation of the Equipment in the Facility and financing costs associated with the project (collectively, the "Project") located at 8165 W. Tower Avenue, Milwaukee, Wisconsin, to be owned by AMP Properties, LLC and leased to Accurate Metal Products, Inc. to be used as a manufacturing facility. The Loan Agreement provides for principal and interest payments sufficient to provide the City with revenues to pay when due the principal of and interest on the Bonds.

The Bonds are all issued under and are equally and ratably secured and entitled to the protection and benefits given by an Indenture of Trust, dated as of September 1, 1999, duly executed and delivered by the City to the Trustee, as amended by a First Amendment to Indenture of Trust dated as of January 1, 2004 (as amended, the Indenture). Reference is hereby made to the Indenture and to all indentures supplemental thereto for a description of rights, duties and obligations of the City, the Trustee and the owners of the Bonds.

The payment and performance of the Borrower's obligations under the Loan Agreement is evidenced by a Promissory Note dated September 21, 1999 (the "Note") from the Borrower to the City. All of the City's right, title and interest in and to the Loan Agreement (except for its right to enforce certain limited provisions contained in Section 4.03(b), 7.03 and 9.06 of the Loan Agreement) and the Note has been pledged and assigned to the Trustee under the Indenture as security for the payment of the Bonds.

3. Optional Prepayment. The Bonds may be redeemed, at the direction of the Borrower, in whole or in part on any date, in denominations of \$5,000 or any multiple thereof, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the redemption date plus any applicable premium as provided in the Credit Agreement.

4. Optional Redemption of Bonds Upon Occurrence of Certain Extraordinary Events. This Bond is subject to redemption, at par plus accrued interest to the Redemption Date, in whole but not in part, at the independent option of the Borrower upon the occurrence of certain extraordinary events set forth in Section 8.02 of the Loan Agreement, relating to damage, destruction or condemnation of the Project, or unenforceability of the Loan Agreement.

5. Tender of Bonds at Option of Original Purchaser. At the option of the Original Purchaser, the Bonds may be tendered for purchase in whole and not in part in the event that the Credit Agreement expires and the Borrower fails to provide for either an extension of the existing Credit Agreement or a substitute Credit Agreement. The Original Purchaser shall provide written notice to the Trustee of its option to tender the Bonds at least ninety (90) days prior to the date on which the Bonds will be tendered for purchase.

6. Notice of Redemption. The Trustee will give notice of the call for redemptions in the manner provided in Section 3.02 of the Indenture. If the call for redemption is for less than all of the outstanding Bonds, then the call will be annulled if an Event of Default has occurred or is continuing under the Indenture.

7. Other Provisions. Except as provided in the Indenture, the owners of the Bonds shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued therein. Amendments, modifications and alterations of the Loan Agreement, the Promissory Note and the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond may be transferred only in compliance with existing state and federal securities laws, and only by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon presentation and surrender of this Bond together with said executed form of assignment at the principal corporate trust office of the Trustee, the Trustee shall register the transfer of this Bond in the Bond register maintained by the Trustee; provided, however, that the Trustee shall have no obligation to register the transfer unless the executed assignment shall be satisfactory to it in form and substance. Upon registration of the transfer of this Bond, the Trustee shall cancel this Bond, and the City shall issue, and the Trustee shall authenticate, one or more new Bonds of authorized denominations of the same maturity and interest rate and in the same aggregate outstanding principal amount as this Bond. The City and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest due hereon and for all other purposes, and neither the City, nor the Trustee nor any alternate paying agent shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the issue of which it forms a part has been duly authorized by the City and does not exceed or violate any constitutional or statutory limitation. This Bond is issued with the intent that the laws of the State of Wisconsin will govern its construction. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the signatures of its Mayor, City Clerk and Comptroller and its corporate seal to be hereunto impressed.

CITY OF MILWAUKEE, WISCONSIN

John O. Norquist,
Mayor

[SEAL]

Ronald D. Leonhardt,
City Clerk

Countersigned: _____
W. Martin Morics,
Comptroller

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture of Trust.

MARSHALL & ILSLEY TRUST COMPANY N.A.
as Trustee

Date of Authentication:

By: _____
Authorized Signatory

ASSIGNMENT

SOCIAL SECURITY OR FEDERAL
EMPLOYER IDENTIFICATION
NUMBER: _____

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

(Please Print or Typewrite Name and Address of Transferee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by a commercial bank, broker, dealer, municipal or government securities broker or dealer, credit union, national securities exchange, registered securities association, clearing agency or savings association.

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

