
LINE OF CREDIT AGREEMENT
BETWEEN
JPMORGAN CHASE BANK, N.A.
AND
CITY OF MILWAUKEE, WISCONSIN
DATED
NOVEMBER __, 2016
\$150,000,000
NOTES AND LINES OF CREDIT

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LINE OF CREDIT AGREEMENT

THIS LINE OF CREDIT AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of November, 2016, by and between the City of Milwaukee, Wisconsin, a municipal corporation of the State of Wisconsin (the “**City**”), and JPMorgan Chase Bank, National Association, a national banking association (the “**Bank**”).

WHEREAS, this Agreement is entered into pursuant to resolution 160690 adopted by the Common Council of the City (the “**Common Council**”) on November __, 2016 (the “**Resolution**”) pursuant to the City’s powers under Section 67.12(12) of the Wisconsin Statutes (the “**Act**”); and

WHEREAS, the City is desirous of issuing two separate notes, one of which will be federally tax-exempt and the other of which will be federally taxable and in connection therewith of establishing two lines of credit (the “**Tax-Exempt Line of Credit**” and the “**Taxable Line of Credit**” and collectively, “**Lines of Credit**”) with the Bank to provide funds to be advanced from time to time in an amount at any time not to exceed in the aggregate \$150,000,000 (the “**Commitment**”) with \$100,000,000 initially allocated to the Tax-Exempt Note (hereinafter defined) and Tax-Exempt Line of Credit (the “**Tax-Exempt Commitment**”) and \$50,000,000 initially allocated to the Taxable Note (hereinafter defined) and Taxable Line of Credit (the “**Taxable Commitment**”) all in furtherance of the City’s corporate purposes; and

WHEREAS, to the end that the City’s General Obligation Promissory Note, Series 2016 N11 (the “**Tax-Exempt Note**”) evidencing the Tax-Exempt Line of Credit and the City’s General Obligation Promissory Note, Series 2016 T12 (the “**Taxable Note**”, and together with the Tax-Exempt Note, collectively, the “**Notes**”), evidencing the Taxable Line of Credit, may be issued for such purposes, it is necessary that the City shall determine the terms and other incidents of such borrowing; and

WHEREAS, all things necessary to make the Notes, when authenticated and issued as in this Agreement provided, the valid, legal and binding obligation of the City, and the execution and delivery of this Agreement and the execution and issuance of the Notes, subject to the terms hereof, have in all respects been duly authorized;

AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“**Accrual Date**” means the date which is the date immediately preceding each Quarterly Payment Date, regardless of whether or not such date is a Business Day.

“**Act**” has the meaning set forth for such term in the Preambles to this Agreement.

“**Advance**” has the meaning set forth for such term in Section 2.1 of this Agreement and in the Notes.

“**Adjusted LIBOR Rate**” means, with respect to any Advance for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the quotient of (a) the LIBOR Rate applicable to such Interest Period divided by (b) one minus the Statutory Reserve Rate (expressed as a decimal) applicable to such Interest Period.

“**Anti-Corruption Laws**” means all laws, rules, and regulations of any jurisdiction applicable to the City from time to time concerning or relating to bribery or corruption.

“**Applicable Spread**” means with respect to the Taxable Note, initially 71 basis points (0.71%), and with respect to the Tax-Exempt Note, initially 50 basis points (0.50%), which Applicable Spread is subject to the maintenance of the current long-term unenhanced ratings assigned by Moody’s, Fitch, or S&P to the general obligation Indebtedness of the City. In the event of a change in the long-term unenhanced rating assigned by Moody’s, Fitch, or S&P to the general obligation Indebtedness of the City (hereinafter referred to as the “**Rating**”), the Applicable Spread shall be the number of basis points associated with such new long-term unenhanced Rating as set forth in the following table:

Level	Credit Rating			Taxable Note Applicable Spread	Tax-Exempt Note Applicable Spread
	Moody’s	Fitch	S&P		
1	Aa2 or higher	AA or higher	AA or higher	71 basis points (0.71%)	50 basis points (0.50%)
2	Aa3	AA-	AA-	81 basis points (0.81%)	60 basis points (0.60%)
3	A1	A+	A+	91 basis points (0.91%)	70 basis points (0.70%)
4	A2	A	A	101 basis points (1.01%)	80 basis points (0.80%)
5	A3	A-	A-	111 basis points (1.11%)	90 basis points (0.90%)
6	Baa1	BBB+	BBB+	121 basis points (1.21%)	100 basis points (1.00%)
7	Baa2 or below	BBB or below	BBB or below	Default Rate	Default Rate

In the event the Rating differs from each of Moody’s, Fitch, or S&P, or in the event of a split rating, the lowest Rating shall be used to determine the Applicable Spread. References in this definition to Applicable Spread are to the rating categories as presently determined by Fitch, S&P and Moody’s, and in the event of the adoption of any new or changed rating system or a “global” rating scale by any such rating agency, the rating categories shall be adjusted accordingly to a new rating which most closely approximates the requirements as set forth herein. Upon and during the continuance of a Termination Event, the Notes shall bear interest at the Default Rate.

“**Available Commitment**” means with respect to each Note, at any time, an amount equal to the Commitment for such Note less the principal amount of all Advances for such Note made by the Bank hereunder that have not been repaid at that time.

“**Bank**” means JPMorgan Chase Bank, N.A., a national banking association, and its successors and assigns.

“**Business Day**” means any day other than (i) a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in New York, New York or Milwaukee, Wisconsin, or (ii) a day on which the New York Stock Exchange is closed or (iii) a day on which banks are not open for dealings in dollar deposits in the London interbank market.

“**CB Floating Rate**” means the higher of (i) the Bank’s Prime Rate and (ii) the LIBOR Rate plus 2.50% on such day (or if such day is not a Business Day, the immediately preceding Business Day). Any change in the CB Floating Rate due to a change in the Prime Rate or the LIBOR Rate shall be effective from and including the effective date of such change in the Prime Rate or the LIBOR Rate, respectively.

“**City**” means the City of Milwaukee, Wisconsin, its successors and assigns.

“**City Clerk**” means the Clerk of the City.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time, and all rules and regulations from time to time promulgated thereunder.

“**Commitment**” has the meaning set forth for such term in the Preambles to this Agreement.

“**Commitment Expiration Date**” means the earliest of (i) _____, 2018 as such date may be extended by the Bank from time to time pursuant to Section 2.8 hereof; (ii) the date on which the Commitment is reduced to zero pursuant to Section 8.2 hereof, and (iii) the date on which the Bank’s obligation to make Advances hereunder is terminated.

“**Common Council**” has the meaning set forth for such term in the Preambles to this Agreement.

“**Debt Service**” means, when due, the principal of and interest on any principal outstanding from any Advances under the Lines of Credit and the Notes.

“**Default Rate**” means a rate per annum equal to the CB Floating Rate plus four hundred (400) basis points (4.00%).

“**Designated Officials**” means the Comptroller of the City, the Treasurer and their designees as listed on the Incumbency Certificate for Designated Officials provided to the Bank in accordance with Section 4.1(b) of this Agreement.

“Determination of Taxability” means with respect to the Tax-Exempt Note any determination, decision or decree by the Commissioner of the Internal Revenue Service, or any District Director of the Internal Revenue Service or any court of competent jurisdiction, that an Event of Taxability shall have occurred. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

(a) the date when the City files any statement, supplemental statement, or other tax schedule, return or document, which discloses that an Event of Taxability shall have occurred; or

(b) the effective date of any federal legislation enacted after the date of this Agreement or promulgation of any income tax regulation or ruling by the Internal Revenue Service after the date of this Agreement that causes an Event of Taxability; or

(c) if upon sale, lease or other deliberate action taken with respect to the Note Financed Property within the meaning of Treas. Reg. § 1.141-2(d), the Bank fails to receive an opinion of Bond Counsel confirming the action taken will not adversely affect the tax exempt status of interest on the Tax-Exempt Note; or

(d) on the date when the Bank notifies the City that it has received a written opinion letter by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the City of such notification from the Bank, the City shall deliver to the Bank Favorable Opinion of Bond Counsel, or a ruling or determination letter issued to or on behalf of the City by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(e) on the date when the City shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(f) on that date when the City shall receive notice from the Bank that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the Bank’s gross income the interest on the Tax-Exempt Note due to the occurrence of an Event of Taxability.

“Dodd-Frank Act” means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, and all statutes, rules, guidelines or directives promulgated thereunder.

“Effective Federal Funds Rate” means, for any day, the rate calculated by the Federal Reserve Bank of New York (“NYFRB”) based on such day’s federal funds transactions by depository institutions (as determined in such manner as the NYFRB shall set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate.

“Event of Taxability” means with respect to the Tax-Exempt Note if as the result of any act or failure to act, or use of the Note Financed Property or the proceeds of the Tax-Exempt Note, or a change in use of the Note Financed Property, or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in this Agreement or the Tax Agreement by the City, or the enactment of any federal legislation after the date of this Agreement, or the promulgation of any income tax regulation or ruling by the Internal Revenue Service after the date of this Agreement or for any other reason, the interest on the Tax-Exempt Note becomes includable, in whole or in part in the gross income of the Bank for purposes of federal income taxation. Provided however, that federal legislation and income tax regulations of general applicability, and actions of the bank to designate interest on the Tax-Exempt Note as subject to federal income taxation shall not be considered an Event of Taxability.

“Favorable Opinion of Bond Counsel” means a written opinion of Katten Muchin Rosenman LLP or such other nationally recognized municipal bond counsel acceptable to the City and the Bank to the effect that (i) interest on the Tax-Exempt Note is excluded from gross income of the owners thereof for federal income tax purposes and (ii) the Tax-Exempt Note has been duly authorized, executed and delivered by the City and is the legal, valid and binding obligation of the City enforceable in accordance with its terms except to the extent limited by bankruptcy, reorganization or other similar laws affecting the enforcement of creditors rights generally.

“Fitch” means Fitch Ratings, and its successors and assigns and if such corporation (i) shall be dissolved or liquidated or (ii) shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized statistical rating organization (other than S&P) designated by the Bank that maintains a rating on the City and not disapproved by the City if such an organization shall exist.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Indebtedness” of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person as lessee under capital leases, (e) all obligation of such Person to purchase securities (or other assets) that arise out of or in connection with the sale of the same or substantially similar securities or assets, (f) all obligations of such Person to reimburse any bank or any other Person in respect of amounts paid under a letter of credit or any other similar instrument, (g) all obligations of others secured by a

lien on any asset of such Person, whether or not such obligation is assumed by such Person, (h) all guarantees by such Person of Indebtedness of other Persons, and (i) any Rate Management Transaction.

“**Initial Taxable Line of Credit Commitment**” has the meaning set forth in Section 2.1(b) hereof.

“**Initial Tax-Exempt Line of Credit Commitment**” has the meaning set forth in Section 2.1(a) hereof.

“**Interest Period**” means with respect to any Advance, the period commencing on the date of such Advance and ending on the first Business Day of the next succeeding month.

“**Interest Rate**” means the interest rate calculated in accordance with Section 2.2 of this Agreement and the Notes.

“**LIBOR Rate**” means, with respect to any Advance for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for U.S. Dollars for a period equal in length to such Interest Period as displayed on pages LIBOR01 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion; in each case the “**LIBO Screen Rate**”) at approximately 11:00 a.m. London time, two Business Days prior to the commencement of such Interest Period; provided that, if the LIBOR Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“**Lines of Credit**” has the meaning set forth for such term in the Preambles to this Agreement.

“**Loan Documents**” means this Agreement, the Notes, the Tax Agreement, the Resolution, and all other agreements executed by the City in connection with the issuance of the Notes.

“**Material Adverse Effect**” means any set of circumstances or events which (i) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Agreement or the Notes, (ii) is or could reasonably be expected to be material and adverse to the business, properties, assets, financial condition, results of operations or prospects of the City, (iii) impairs materially or could reasonably be expected to impair materially the ability of the City to duly and punctually pay or perform its obligations under this Agreement or the Notes, or (iv) impairs materially or could reasonably be expected to impair materially the ability of the Bank or Registered Owners to enforce their respective legal remedies pursuant to this Agreement or the Notes.

“**Maturity Date**” means (a) with respect to the Tax-Exempt Note _____, 20__ and (b) with respect to the Taxable Note _____, 20__, or in either case, such earlier dates as to which payment of the outstanding Debt Service on the Notes has been accelerated.

“**Maximum Amount**” means \$150,000,000.

“**Maximum Rate**” means initially the annual rate of twelve percent (12%) provided, however, that if the Effective Federal Funds Rate increases above 2%, the Maximum Rate shall be subject to increase by notice to the City from the Bank to an amount equal to the sum of (a) 12% plus (b) the Effective Federal Funds Rate minus 2% as provided in Section 7.12 of this Agreement.

[“**Note Financed Property**” has the meaning set forth in the Tax Agreement.]

“**Notes**” means collectively the Tax-Exempt Note and the Taxable Note of the City in the aggregate principal amount at any time not to exceed the Maximum Amount authorized by the Resolution and this Agreement.

“**Note Registrar**” means JPMorgan Chase Bank, N.A., and its successors and assigns.

“**Patriot Act**” or “**USA Patriot Act**” means the USA Patriot Act signed into law on October 26, 2001 (U.S.C. Section 5318), as the same may be amended, supplemented or modified from time to time.

“**Paying Agent**” means JPMorgan Chase Bank, N.A., and its successors and assigns.

“**Person**” means any individual, sole proprietorship, partnership, joint venture, limited liability company, trust, unincorporated organization, association, corporation, institution, entity or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

“**Prime Rate**” shall mean the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers.

“**Quarterly Payment Date**” means the first business day of each January, April, July and October commencing January 2, 2017 and the earlier of the Term-Out Maturity Date or the Maturity Date.

“**Rate Management Transaction**” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any

combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transactions is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“**Registered Owner**” means, initially, JPMorgan Chase Bank, National Association, and its successors and assigns.

“**Resolution**” means Resolution Number 160690 adopted by the City Council on November __, 2016 authorizing this Agreement and the Notes.

“**Sanctioned Country**” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions.

“**Sanctioned Person**” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any European Union member state, Her Majesty’s Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

“**Sanctions**” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

“**S&P**” means S&P Global Ratings and its successors and assigns, and if such group (i) shall be dissolved or liquidated or (ii) shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized statistical rating organization (other than Fitch and Moody’s) designated by the Bank that maintains a rating on the City and not disapproved by the City if such an organization shall exist.

“**Statutory Reserve Rate**” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board of Governors of the Federal Reserve System of the United States of America to which the Bank is subject with respect to the Adjusted LIBOR Rate, for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board of Governors of the Federal Reserve System). Such reserve percentages shall include those imposed pursuant to such Regulation D. Advances shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time

to time to the Bank under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage, and shall not be applied retroactively.

“**Statutory Tax Rate**” means, as of any date of determination, the highest federal income tax rate (expressed in decimals) applicable in each tax year on the taxable income of corporations pursuant to Section 11 of the Code, without regard to any minimum additional tax provision or provisions.

“**Tax Agreement**” means the Tax Agreement dated the date hereof made by the City in connection with the Tax-Exempt Note.

“**Taxable Commitment**” means the Initial Taxable Line of Credit Commitment as such amount may be increased or decreased from time to time pursuant to Section 2.9 of this Agreement.

“**Taxable Note**” has the meaning set forth in the preambles.

“**Taxable Rate**” means, with respect to the Tax-Exempt Note, as of any date of determination, the quotient obtained by dividing (i) the then-current interest rate on the Tax-Exempt Note by (ii) the difference between 1.00 minus the Statutory Tax Rate, and expressing such quotient as an interest rate per annum (rounded to two decimal places).[Why not just use the rate on the Series 2016 T12?]

“**Tax-Exempt Commitment**” means the Initial Tax-Exempt Line of Credit Commitment as such amount may be increased or decreased from time to time pursuant to Section 2.9 of this Agreement.

“**Tax-Exempt Note**” has the meaning set forth in the preambles.

“**Termination Event**” has the meaning set forth for such term in Section 8.1 of this Agreement.

“**Term-Out Maturity Date**” means the date which is 18 months after the Commitment Expiration Date or if earlier, the Maturity Date.

“**Term-Out Rate**” means a per annum rate equal to the CB Floating Rate plus 3.00%.

Section 1.2. Accounting Matters. All accounting terms used herein without definition shall be interpreted in accordance with United States generally accepted accounting principles, and except as otherwise expressly provided herein, all accounting determinations required to be made pursuant to this Agreement shall be made in accordance with United States generally accepted accounting principles.

Section 1.3. Interpretation. All words used herein shall be construed to be of such gender or number as the circumstances require. References herein to any Section or Article shall constitute a reference to the corresponding Section or Article in this Agreement unless otherwise specified.

Section 1.4. Time References. Unless otherwise provided, all reference herein to time shall constitute a reference to the prevailing time in Milwaukee, Wisconsin.

ARTICLE II AUTHORIZATION OF THE NOTES

Section 2.1. Authorization of the Notes.

(a) ***Tax-Exempt Note.*** The Tax-Exempt Note is hereby authorized to be issued in the initial aggregate principal amount of \$100,000,000 (the “**Initial Tax-Exempt Line of Credit Commitment**”) which amount may be increased or decreased from time to time in accordance with Section 2.9 hereof, and which amount together with the aggregate principal amount of the Taxable Note outstanding from time to time shall not exceed the Maximum Amount. The Tax-Exempt Note is being issued for the purposes set forth in the Tax Agreement and includes capital expenditures and deficit cash flow borrowings for the City and the Milwaukee Public Schools. The Tax-Exempt Note evidences a line of credit and advances made by the Bank under the Tax-Exempt Line of Credit (each an “**Advance**”). The City may request Advances under the Tax-Exempt Note in writing by a Designated Official of the City in the form attached hereto as **Exhibit A-1** and shall be paid as directed pursuant to such request within three (3) Business Days following such request. The amount of any Advance on the Tax-Exempt Note shall be evidenced by endorsement by the Registered Owner to Schedule A of the Tax-Exempt Note. The Bank will have no obligation to advance funds on the Tax-Exempt Note in the event of a Termination Event beyond any applicable cure periods pursuant to this Agreement. The City may borrow, reborrow and repay under the Tax-Exempt Note until the Commitment Expiration Date (all amounts owed under the Tax-Exempt Note shall be due and payable on the Term-Out Maturity Date). The Bank may terminate the Commitment upon the occurrence of a Termination Event.

The City may from time to time during the term of the Tax-Exempt Note borrow, reborrow and partially or wholly repay its outstanding borrowings, subject to all of the limitations, terms and conditions of the Tax-Exempt Note and of any document executed in connection with or governing the Tax-Exempt Note; provided however, that the total outstanding borrowings under the Tax-Exempt Note shall not exceed the Tax-Exempt Line of Credit Commitment and the total outstanding borrowings under the Tax-Exempt Note together with the total outstanding borrowings under the Taxable Note shall not at any time exceed the Maximum Amount.

(b) ***Taxable Note.*** The Taxable Note is hereby authorized to be issued in the aggregate principal amount of \$50,000,000 (the “**Initial Taxable Line of Credit Commitment**”) which amount may be increased or decreased from time to time in accordance with Section 2.9 hereof, and which amount together with the aggregate principal amount of the Tax-Exempt Note outstanding from time to time shall not exceed the Maximum Amount. The Taxable Note is being issued for the purpose of providing funds to the City to finance the City’s short-term cash flow needs, all in furtherance of the City’s corporate purposes. The Taxable Note evidences a line of credit and advances made by the Bank under the Taxable Line of Credit (each an “**Advance**”). The City may request Advances under the Taxable Note in writing by a Designated Official of the City in the form attached hereto as **Exhibit A-2** and shall be paid as

directed pursuant to such request within three (3) Business Days following such request. The amount of any Advance on the Taxable Note shall be evidenced by endorsement by the Registered Owner to Schedule A of the Taxable Note. The Bank will have no obligation to advance funds on the Taxable Note in the event of a Termination Event beyond any applicable cure periods pursuant to this Agreement. The City may borrow, reborrow and repay under the Taxable Note until the Commitment Expiration Date. All amounts owed under the Taxable Note shall be due and payable on the Term-Out Maturity Date. The Bank may terminate the Commitment upon the occurrence of a Termination Event.

The City may from time to time during the term of the Taxable Note borrow, reborrow and partially or wholly repay its outstanding borrowings, subject to all of the limitations, terms and conditions of the Taxable Note and of any document executed in connection with or governing the Taxable Note; provided however, that the total outstanding borrowings under the Taxable Note shall not exceed the Taxable Line of Credit Commitment and the total outstanding borrowings under the Taxable Note, together with the total outstanding borrowings under the Tax-Exempt Note shall not at any time exceed the Maximum Amount.

(c) The Notes shall be a direct and general obligation of the City and the full faith and credit of the City are hereby irrevocably pledged to the payment, when due, of the principal of and interest on the Notes. The City has levied ad valorem taxes upon all taxable property in the City for the payment of the Debt Service due on the Notes, without limitation as to rate or amount, including as set forth in Section 5.1.

Section 2.2. Description of the Notes. Notwithstanding the interest rate set forth in Section 2.2 (b) below and notwithstanding the Term-Out Rate, the Taxable Rate and the Default Rate as set forth herein, the rate of interest applicable to the Notes and to this Agreement shall not exceed the Maximum Rate.

(a) ***Form of Notes; Maturity; Mandatory Purchase.*** Each Note shall consist of a fully registered Note without coupons and numbered R-1. The Notes shall be dated as of the date of this Agreement which shall be treated as the date of its original issuance and delivery and shall become due on the Maturity Date. Each Note shall be subject to mandatory purchase by the City on the Term-Out Maturity Date at a purchase price of 100% of the outstanding principal amount of such Note plus accrued interest to the date of purchase.

(b) ***Rates of Interest.*** Subject to adjustment as provided in paragraphs (c) and (f) of this Section 2.2, and in Section 2.8, the principal amount outstanding under the Tax-Exempt Note will bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) equal to the sum of (A) the product of 72% and Adjusted LIBOR Rate plus (B) the Applicable Spread. Subject to adjustment as provided in paragraph (f) of this Section 2.2 and in Section 2.8, the principal amount outstanding under the Taxable Note will bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days) equal to the sum of (A) the Adjusted LIBOR Rate plus (B) the Applicable Spread. Notwithstanding the interest rate specified above, the interest rate on the Notes will not exceed the Maximum Rate.

If the Bank determines (which determination shall be final and conclusive) that, by reason of circumstances affecting the eurodollar market generally, deposits in dollars (in the applicable amounts) are not being offered to banks in the eurodollar market for the selected term, or adequate means do not exist for ascertaining the LIBOR Rate, then the Bank shall give notice thereof to the City. Thereafter, until the Bank notifies the City that the circumstances giving rise to such suspension no longer exist, the interest rate for all amounts outstanding under the Notes shall be equal to _____.

In addition, if, after the date of the Notes, the Bank shall determine (which determination shall be final and conclusive) that any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Bank to make or maintain or fund loans based on the LIBOR Rate, the Bank shall notify the City. Upon receipt of such notice, until the Bank notifies the City that the circumstances giving rise to such determination no longer apply, the interest rate on all amounts outstanding under the Notes shall be _____.

(c) **Determination of Taxability.** In the event a Determination of Taxability occurs, the outstanding principal amount of the Tax-Exempt Note will bear interest at a rate per annum equal to the Taxable Rate from and after the date the interest on the Tax-Exempt Note is no longer excludable from gross income for purposes of federal income taxation as a result of the Event of Taxability that gave rise to the Determination of Taxability. The City agrees to pay to the Bank an amount equal to any interest, penalties or charges owed by the Bank as a result of interest on the Tax-Exempt Note becoming included in the gross income of the Bank, together with any and all reasonable attorney's fees, court costs, or other out-of-pocket costs incurred by the Bank in connection therewith.

(d) **Interest Paid at Maximum Rate.** If the amount of interest payable for any period in accordance with the terms hereof exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Rate, then interest for such period shall be payable in an amount calculated at the Maximum Rate.

(e) **Excess Interest Amount.** Any interest that would have been due and payable for any period but for the operation of paragraph (d) of this Section 2.2 shall accrue and be payable as provided in this paragraph and shall, less interest actually paid to the Registered Owner for such period, constitute the "**Excess Interest Amount.**" If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Rate until payment to the Registered Owner of the entire Excess Interest Amount. Upon the Term-Out Maturity Date the City shall pay to the Bank a fee equal to the amount of the unpaid Excess Interest Amount.

(f) **Payment of Interest; Default Rate.** Interest shall be paid quarterly in arrears and shall be due and payable on each Quarterly Payment Date and on the earlier of the Term-Out Maturity Date and the Maturity Date. Upon maturity, whether by acceleration, demand or

otherwise, upon the occurrence of any Termination Event and during the continuance thereof, amounts outstanding under each Note shall bear interest at the Default Rate (after as well as before judgment) computed on the basis of the actual number of days that principal is outstanding over a year of 360 days and paid for actual days elapsed.

(g) **Unused Commitment.** The City agrees to pay or cause to be paid to the Bank a non-refundable unused commitment fee equal to 0.15% per annum of the Available Commitment for the period from and including the Closing Date to and including the Commitment Expiration Date, or if earlier, the date on which the Available Commitment is terminated or reduced to zero (the “**Unused Commitment Fee**”). Such Unused Commitment Fee shall be payable in immediately available funds, quarterly in arrears, on each Quarterly Payment Date and on the Commitment Expiration Date.

(h) **Form of Notes.** The Notes shall be substantially in the form attached to this Agreement as Exhibit B-1 and Exhibit B-2 with appropriate variations, omissions and insertions as permitted or required by this Agreement and shall be subject to registration, transfer and exchange as provided in Section 2.5 hereof. Notwithstanding the Maturity Date of a Note or earlier Term-Out Maturity Date of a Note, any unpaid principal of, interest on and other amounts due and payable on such Note on the Maturity Date or earlier Term-Out Maturity Date shall not be extinguished but shall remain outstanding and the payment obligation of the City shall continue until the principal of, interest on and other amounts due and payable on such Note are paid in full.

(i) **Notice by Bank.** The Bank shall give notice to the City at least 15 calendar days prior to a Quarterly Payment Date provided, however, if such day is not a Business Day, notice shall be given on the immediately following Business Day either by electronic mail or by telecopy (facsimile), of the amount of the quarterly principal, interest payment, and unused commitment fee owed to the Bank on the Notes and such invoice shall reflect interest accrued and unused commitment fee on the Notes to and including the Accrual Date. The interest payment due on each Quarterly Payment Date shall be interest on the Notes to and including the Accrual Date immediately preceding the Quarterly Payment Date for the quarterly interest period beginning with the immediately preceding Accrual Date (and in the case of the first interest payment, from the Dated Date) and ending on such Accrual Date. The notice described in this Section 2.2(i) shall set forth the principal amount outstanding under the Notes on the Accrual Date and show the interest rates applicable during the quarterly interest period.

(j) **Monthly Statement.** Upon the request of the City, the Bank will provide a monthly statement to the City setting forth the principal amount then outstanding under each Note, the interest accrued thereon, interest rates in effect since the last statement, and unused commitment fee.

Section 2.3. Designation of Paying Agent and Note Registrar. JPMorgan Chase Bank, National Association is the City’s paying agent for the payment of principal of and interest on the Notes and the registrar and transfer agent with respect to the registration, transfer and exchange of the Notes (the “**Paying Agent**” and “**Note Registrar**”) and by its execution of this Agreement, the Bank accepts such designations.

Section 2.4. Method and Place of Payment of Notes. The principal of and interest on the Notes shall be payable to the Registered Owner thereof in lawful money of the United States of America as it becomes due at the principal corporate office of the Paying Agent. When the Paying Agent and Registered Owner (or the organization the Registered Owner is acting as nominee for) are the same or any parent, subsidiary, or entity owned or controlled by the Registered Owner, payment by the City to the Paying Agent shall be deemed payment to the Registered Owner, whether or not such payment is actually transmitted to the Registered Owner by the Paying Agent. No Registered Owner of any Note shall be required to surrender such Note in connection with the payment or prepayment of all or any portion of the principal amount thereof. The Registered Owner shall, after receipt of any payment or prepayment of principal on the Notes, note such payment or prepayment on Schedule A of the Notes, to be applied to the particular Advance as directed in writing by a Designated Official of the City to the Paying Agent. The failure of the Registered Owner to so note the payment or prepayment on the Notes shall not affect the rights of the Registered Owner, or any transferee hereof, with respect to the Notes. In the event that the Registered Owner and the Note Registrar are different Persons, the Registered Owner of a Note will, at the request of the Note Registrar, inform the Note Registrar of the principal amount of such Note then outstanding.

Section 2.5. Registration Provisions. The City shall, as long as the Notes herein authorized remain outstanding, cause to be kept at the office of the Note Registrar, books for the registration of the Notes as herein provided. The Notes when issued shall be registered in the names of the owners thereof on the books of registration of the City to be kept in the principal corporate office of the Note Registrar for that purpose.

The Notes shall be made payable to the Registered Owners thereof. The Notes shall be transferable in whole but not in part only upon the registration books maintained by the Note Registrar by the Registered Owners thereof in person or by his/her attorney duly authorized in writing, upon surrender thereof at the principal corporate office of the Note Registrar together with a written instrument of transfer satisfactory to the Note Registrar, including affirmation that a copy of this Agreement has been provided to the transferee, duly executed by the Registered Owner or his/her duly authorized attorney. Upon the transfer of a Note, the Note Registrar shall issue in the name of the transferee of the Note of the same aggregate principal amount and maturity as the surrendered Note, registered in the name of the transferee, in any denomination herein authorized. Nothing in this Section 2.5 shall affect the Bank's right to sell participations in the Notes pursuant to the provisions of Section 11.6 of this Agreement.

The Notes, upon surrender thereof at the principal corporate office of the Note Registrar with a written instrument of transfer satisfactory to the Note Registrar, duly executed by the Registered Owner or his/her duly authorized attorney, may, at the option of the Registered Owner thereof, be exchanged for Notes of an equal aggregate principal amount.

The Registered Owner requesting any registration of transfer or exchange shall pay any resulting tax or other governmental charge. The Note Registrar shall provide the City with a copy of any transfer or exchange request prior to effecting such transfer or exchange.

The City, the Note Registrar and the Paying Agent may deem and treat the person in whose name a Note shall be registered as the absolute owner of such Note, whether such Note

shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal amount of and interest on such Note and for all other purposes, and all such payments so made to any such Registered Owner or upon his/her order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the City, the Note Registrar nor the Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as herein provided.

In all cases in which the privilege of exchanging Notes or transferring Notes is exercised, the Note Registrar shall cause the City to execute and deliver the Note in accordance with the provisions of this Agreement. In the event that any Note is mutilated, lost, stolen or destroyed, the City may execute a new Note of like series, date, maturity and denomination in accordance with this Agreement, and the City and the Note Registrar may charge the Registered Owner of such Note with their reasonable fees and expenses in connection therewith and may also require satisfactory indemnity in the case of a Note lost, stolen or destroyed while in the sole possession of the Registered Owner.

Section 2.6. Execution and Delivery of the Notes. The City shall execute and deliver the Notes to the Note Registrar with instructions to deliver the Notes to the Registered Owner.

The Notes shall be executed in the name and for and on behalf of the City by the manual or facsimile signatures of the Mayor, City Clerk, countersigned by the Comptroller, and the seal, if any, of the City shall be affixed to or imprinted on the Notes; provided, however, that at least one of the signatures of the Mayor, City Clerk, or Comptroller shall be a manual signature.

The Notes signed and sealed as herein provided shall be and constitute valid and binding obligations of the City according to the terms hereof, although the exchange or transfer thereof may be made at a date or dates after any official whose signature is affixed thereto shall have ceased to be the incumbent of his/her office.

Section 2.7. Destruction of Notes. Whenever a Note shall be delivered to the Paying Agent and the Note Registrar for cancellation pursuant to this Agreement, such Note shall be promptly cancelled and cremated or otherwise destroyed by the Note Registrar, and counterparts of a certificate of destruction shall be furnished by the Paying Agent and the Note Registrar to the City.

Section 2.8. Extension Request. At any time prior to the date which is 180 days prior to the Commitment Expiration Date and provided that no Termination Event shall have occurred and shall then exist, the City may make a request in writing to the Bank that the Bank extend the Commitment Expiration Date for an additional period. If the City shall make such a request, the Bank shall use its best efforts to respond to such request within thirty (30) days after receipt of such written request and notify the City whether or not the Bank will agree to such request (which agreement of the Bank to so extend may be given or withheld in the sole discretion of the Bank) and also the conditions of such extension (including conditions related to legal documentation, the amount of the Commitment for each Note, the term of the extension and pricing). If the Bank does not so notify the City that it has agreed to extend the Commitment Expiration Date, the Bank shall be deemed not to have agreed to such request, and the Commitment Expiration Date shall remain unchanged. From and after the Commitment

Expiration Date through and including the Term-Out Maturity Date, the outstanding principal amount of the Notes shall bear interest at the Term-Out Rate unless a Termination Event shall have occurred and be continuing in which event the Notes shall bear interest at the Default Rate. On the Term-Out Maturity Date, the Notes shall be subject to mandatory purchase by the City in an amount equal to 100% of the outstanding borrowings under each Note plus accrued and unpaid interest thereon and if not paid on such date, the Notes shall bear interest at the Default Rate.

Section 2.9. Commitment Reduction and Increase.

(a) ***Optional Reduction of and Increases to Commitment.*** The City may, upon at least ___ Business Days' notice to the Bank, reduce or increase the principal amount of the Initial Taxable Line of Credit and Taxable Commitment with a corresponding increase or reduction in the Initial Tax-Exempt Line of Credit and Tax-Exempt Commitment provided that the aggregate of the Taxable Commitment and Tax-Exempt Commitment may in no event exceed the Maximum Amount.

In connection with any such increase in one Commitment and corresponding reduction in the other Commitment, the City shall execute and deliver such amendments to the Notes, this Agreement and the Tax Agreement as may be required by the Bank, together with such opinions and certificates as are required by Bond Counsel and counsel to the Bank.

(b) ***Mandatory Reduction of Commitment.*** If at any time a Termination Event shall have occurred and be continuing, the Bank may deliver a notice to that effect to the City, whereupon the Commitment shall immediately terminate and the Advances and Notes shall be subject to mandatory purchase by the City on the date which is 18 months after such termination or if earlier, the Maturity Date (the "**Term-Out Maturity Date**").

(c) Notwithstanding any other provision of this Agreement, the City shall not be entitled to request any Advance if the Interest Period requested with respect thereto would end after the Commitment Expiration Date.

Section 2.10. Break Funding Payments. In the event of (a) the payment of any principal of any Advance other than on the last day of an Interest Period applicable thereto (including as a result of the Term-Out Maturity Date), or (b) the failure to borrow, or prepay any Advance on the date specified in any notice delivered pursuant hereto then, in any such event, the City shall compensate the Bank for the loss, cost and expense attributable to such event. In the case of an Advance, such loss, cost or expense to the Bank shall be deemed to include an amount determined by the Bank to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Advance had such event not occurred, at the interest rate that would have been applicable to such Advance, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, for the period that would have been the Interest Period for such Advance), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which the Bank would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the Eurodollar market. A certificate of the Bank setting forth any amount or amounts that the Bank is entitled to receive

pursuant to this Section shall be delivered to the City within 15 days of the event and shall be conclusive absent manifest error. The City shall pay the Bank the amount shown as due on any such certificate within 10 days after receipt thereof.

Section 2.11. Costs, Expenses and Taxes. The City agrees to pay, on demand, all fees and expenses of the Bank in connection with the preparation, execution and delivery of this Agreement, the Notes and any other documents that may be delivered in connection with this Agreement and the Notes, including, the fees and out-of-pocket expenses of counsel for the Bank with respect thereto and with respect to advising the Bank as to its rights and responsibilities under this Agreement, the Loan Documents and the Notes and all reasonable costs and expenses, if any, incurred by the Bank in connection with the administration and enforcement of this Agreement, the Loan Documents, the Notes and such other documents as may be delivered in connection with this Agreement and the Notes. In addition, the City shall pay any and all U.S. stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement, the Notes and such other documents and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees.

Section 2.12. Withholding.

(a) All payments of principal, interest and any other sums due hereunder and under the Notes shall be made in the amounts required hereunder and under the Notes without any reduction or setoff, notwithstanding the assertion of any right of recoupment or setoff or of any counterclaim by the City, and without any withholding on account of taxes, levies, duties or any other deduction whatsoever. If the City is required by law to withhold or deduct any sum from payments required under this Agreement or the Notes, the City shall, to the extent permitted by applicable law, increase the amount paid by it to the Bank so that, after all withholdings and deductions, the amount received by the Bank shall equal the amount the Bank would have received without any such withholding or deduction

(b) If any withholding taxes for which the City would be required to make payment under this Section 2.12 are imposed, the Bank shall use its best efforts to avoid or reduce such taxes by taking any appropriate action (including, without limitation, assigning its rights hereunder to a related entity or a different office) which would not be otherwise disadvantageous to the Bank.

(c) Without prejudice to the survival of any other agreement of the City hereunder, the agreements and obligations of the City contained in this Section 2.12 shall survive the payment in full of the Notes.

**ARTICLE III
PREPAYMENT**

Section 3.1. Optional Prepayments. Except as otherwise set forth herein, the City may prepay all or any portion of the Notes upon prior written notice to the Bank received not later than 11:00 a.m. three Business Days prior to the date of prepayment, without penalty or premium, at any time and from time to time; provided, however, that (i) Notes may not be

prepaid prior to the last day of the Interest Period applicable thereto unless the City pays any amounts which may be due pursuant to Section 2.10 hereof, and (ii) each partial prepayment of a Note shall be in a minimum principal amount of \$100,000 or a whole multiple of \$50,000 in excess thereof. Each such notice shall specify the date and amount of such prepayment. The Note shall be subject to prepayment prior to maturity without penalty, at the option of the City, without notice, at a prepayment price equal to 100% of the principal amount thereof being prepaid, together with accrued interest thereon to the prepayment date.

ARTICLE IV CONDITIONS PRECEDENT

Section 4.1. Conditions Precedent to the Closing Date. As a condition precedent to the execution and delivery of this Agreement and the making of Advances hereunder, the Bank shall have received the following items on or before the Closing Date, each in form and substance satisfactory to the Bank and its counsel:

(a) *Loan Documents.* Counterparts of this Agreement and the Loan Documents, duly executed by the City.

(b) *Authorization Documents.* The Bank shall have received one or more certificates or certifications, dated as of the date of this Agreement or another date acceptable to the Bank and signed by the City Clerk or Comptroller of the City, certifying as appropriate as to: (a) a copy of the resolutions of the Common Council in form and substance reasonably satisfactory to the Bank, authorizing the execution, delivery and performance of this Agreement, the Tax Agreement and the Notes, (b) the names of the officers of the City authorized to sign this Agreement, the Tax Agreement and the officers of the City authorized to sign the Notes and their true signatures together with specimens of such signatures, as set forth in a Signature Certificate attached as Schedule 2 hereto, and (c) the names of the Designated Officials who are authorized to request Advances under this Agreement and their true signatures together with specimens of such signatures. The Designated Officials as of the date of this Agreement are set forth in the Incumbency Certificate attached as Schedule 1 hereto. The officers of the City required to execute this Agreement are the Mayor and the City Clerk, and the Comptroller shall countersign this Agreement. The officers of the City required to execute the Notes are the Mayor and the City Clerk and the Comptroller, and such signatures may be manual or facsimile provided that at least one of the signatures of the Mayor, City Clerk or Comptroller shall be a manual signature.

(c) *Opinion of Bond Counsel for the City.* An Opinion of Bond Counsel, upon which the Bank may rely, in form and substance satisfactory to the Bank.

(d) *Fees and Expenses.* Payment of all fees and expenses due to the Bank and its counsel on the Closing Date.

(e) *Officer's Certificate.* The Bank shall have received a certificate signed by an authorized officer of the City as of the date of this Agreement, stating (i) that on such date no Termination Event has occurred and is continuing, and no default or event of default with respect to any other general obligation debt of the City issued under Chapter 67 of the Wisconsin Statutes or any debt of the City in connection with the revenue bonds or notes issued under

Section 66.0621 of the Wisconsin Statutes has occurred or is continuing and (ii) since the date of the most recent audited financial statements of the City provided to the Bank, no event or condition shall have occurred or shall exist that has resulted or could result in a Material Adverse Effect and (iii) there is no litigation, legal or administrative proceeding, investigation or other action of any nature pending, or to the knowledge of the City, threatened against or affecting the City seeking to restrain, enjoin or in any way limit the approval of this Agreement, the Loan Documents or the Notes, or which would result in a Material Adverse Effect on the City's business, assets, operations or financial condition or which challenges the existence or powers of the City to enter into and carry out the transactions contemplated by this Agreement, the Loan Documents or the Notes, or wherein an unfavorable determination could materially and adversely affect the validity or enforceability of this Agreement, the Loan Documents or the Notes or the ability of the City to perform its obligations hereunder and thereunder.

(f) *General Obligation.* The City shall have provided to the Bank evidence that the obligations for Debt Service arising under this Agreement and the Notes are unlimited general obligations of the City and that taxes have been levied by the City for the payment of such Debt Service.

(g) *Other Documents.* Such other documents, instruments, approvals and, if required by the Bank, certified duplicates of executed copies thereof, and opinions as the Bank may reasonably request.

Section 4.2. Conditions Precedent to Advances. As a condition precedent to each Advance pursuant to Section 2.1, (i) the Bank shall have received a properly completed and executed Request for Advance in the form of Exhibit A-1 or Exhibit A-2, (ii) each of the following items shall be true and correct on the date of each Advance and the City shall be deemed to have represented and warranted each of the following (provided, however, that the Bank shall be entitled in its sole discretion to waive, in whole or in part, any of the following conditions), and (iii) with respect to a request for Advance or series of Advances under the Tax-Exempt Note, a Favorable Opinion of Bond Counsel shall be delivered to the Bank.

(a) *Representations and Warranties.* Both before and after giving effect to the making of such Advance, all representations and warranties of the City (except for any representation or warranty limited by its terms to the Closing Date) contained in this Agreement and the Loan Documents are true and correct in all material respects.

(b) *No Default.* No Termination Event shall have occurred and be continuing, and the making of the requested Advance will not cause a Termination Event to have occurred hereunder.

(c) *Availability.* The principal amount of the requested Advance for the Tax-Exempt Note, together with the principal amount of all other outstanding Advances for such Note made under the Tax-Exempt Note, does not exceed the Tax-Exempt Commitment on such date and the principal amount of the requested Advance for the Taxable Note, together with the principal amount of all other outstanding Advances made under the Taxable Note does not exceed the Taxable Commitment on such date.

**ARTICLE V
TAX LEVY**

Section 5.1. Security for the Note and Tax Levy. The Notes shall be direct and general obligations of the City and the full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the Notes. The City has levied ad valorem taxes upon all taxable property in the City without limitation as to rate or amount to provide sufficient moneys for prepayment of Debt Service due on the Notes. In order to provide for the collection of a direct annual tax sufficient to pay the Debt Service on the Notes promptly when and as the same falls due, and to pay and discharge the principal thereof on the Maturity Date or Term-Out Maturity Date, there has been levied upon all of the taxable property within the City a direct annual tax for each of the years while the Notes are outstanding, in amounts sufficient for that purpose, in addition to all other taxes levied by the City.

The foregoing amounts to be produced from each such tax levy shall be sufficient to pay the Debt Service on the Notes payable during the calendar year commencing in the year following such tax levy year. For purposes of determining the amount of the above taxes levied for the payment of the principal of and interest on the Notes, interest shall be deemed to accrue at the Maximum Rate.

Debt Service coming due at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from current funds on hand of the City, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The City covenants and agrees with the Bank and the Registered Owner that so long as the Notes remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy pursuant to the Resolution, unless the abatement of any particular tax levy amount has been provided for through the deposit of moneys in a segregated account for the benefit of the Bank, and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in a segregated fund established to pay the Debt Service on the Notes.

The funds derived from the tax levy be and the same are hereby appropriated and set aside for the sole and only purpose of paying Debt Service on the Notes when and as the same becomes due until no longer needed for said purpose.

**ARTICLE VI
REPRESENTATIONS AND WARRANTIES**

The City makes the following representations to the Bank and covenants and agrees that on the date of this Agreement and from and after the date hereof and until the obligations of the City to the Registered Owner and Bank under the Notes and this Agreement are satisfied in full, the City will cause such representations to be true and correct:

Section 6.1. Status; Due Execution and Delivery. The City is a municipal corporation of the State of Wisconsin, is organized and existing under the laws of the State of Wisconsin, with all requisite power and authority to execute and deliver, and to perform its obligations under this Agreement, the Loan Documents and the Notes and to issue, execute and deliver the Notes, and the City has taken all necessary action to authorize the execution, delivery and performance of this Agreement, the Loan Documents and the Notes. This Agreement, the Loan Documents and the Notes have been duly executed and delivered by the City by appropriate and all required action, and the City has obtained all requisite consents to the transactions contemplated thereby under any instrument to which it is a party, and this Agreement, the Loan Documents and the Notes constitute the legal, valid and binding obligations of the City enforceable in accordance with their respective terms.

Section 6.2. No Breach of Other Instruments. Neither the execution and delivery of this Agreement, the Loan Documents or the Notes nor compliance by the City with the terms and conditions of this Agreement, the Loan Documents or the Notes, nor the consummation of the transactions contemplated hereby and thereby, will conflict with or result in a breach of any of the terms, conditions or provisions of its organizational documents or any agreement or instrument or other restriction or law, regulation, rule or order of any court, governmental body or agency to which the City is now a party or is subject, or constitute a default thereunder, or result in the creation or imposition of a lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City in violation of the terms of any such agreement or instrument, which would, in any such cases, result in a Material Adverse Effect.

Section 6.3. Governmental Consent. Neither the nature of the City or of any of its businesses or property, nor any relationship between the City and any other person, nor any circumstance in connection with the execution of this Agreement, the Loan Documents and the Notes or consummation of the transactions therein or herein contemplated is such as to require a consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority on the part of the City as a condition to the execution and delivery of this Agreement, the Loan Documents or the Notes not already made.

Section 6.4. Absence of Defaults, etc. There exists no default under any material contract to which the City is a party, material violation by the City of any law or any court order, or condition, event or act which constitutes, or after notice or lapse of time would constitute, a Termination Event or which would result in a Material Adverse Effect.

Section 6.5. Litigation. Except as disclosed in writing to the Bank, at the date of this Agreement, there is no litigation, legal or administrative proceeding, investigation or other action of any nature pending, or to the knowledge of the City, threatened against or affecting the City seeking to restrain, enjoin or in any way limit the approval of this Agreement, the Loan Documents or the Notes, or wherein an unfavorable determination could have a Material Adverse Effect on the City's business, assets, operations or financial condition or which challenges the existence or powers of the City to enter into and carry out the transactions contemplated by this Agreement, the Loan Documents or the Notes, or which could materially and adversely affect the validity or enforceability of this Agreement, the Loan Documents or the Notes or the ability of the City to perform its obligations hereunder and thereunder.

Section 6.6. Financial Statements. The City's latest financial statements provided to the Bank are true, complete and accurate in all material respects and fairly present the financial condition, assets and liabilities, whether accrued, absolute, contingent or otherwise, and the results of the City's operations for the period specified therein. The City's financial statements have been prepared in accordance with generally accepted accounting principles consistently applied from period to period subject to changes in accounting principles and, in the case of interim statements, to normal year-end adjustments. Since the date of the latest financial statements provided to the Bank, the City has not suffered any damage, destruction or loss which could result in a Material Adverse Effect on its business, assets, operations, financial condition or results of operations.

Section 6.7. Termination Event. No Termination Event has occurred and is continuing.

Section 6.8. Pledge of Taxes.

(a) The Notes when issued and delivered by the City will constitute a general obligation of the City (1) to which the full faith and credit of the City is pledged, and (2) for the payment of principal of and interest on which taxes have been levied, and proceeds of taxes levied will be applied as provided in and to the extent required in, this Agreement and the Notes.

(b) The proceeds of any taxes levied or required to be levied pursuant to this Agreement or the Notes for payment of the Notes have not been, and will not be, pledged by the City to the payment of any other obligation other than the Notes.

Section 6.9. Certificates. Any certificate signed by any Designated Official and delivered to the Bank shall be deemed a representation and covenant by the City to the Bank as to the statements made therein.

Section 6.10. Sovereign Immunity. The City does not have sovereign immunity rights under the laws of the State of Wisconsin which would impair the enforcement by the Bank of the obligation of the City to pay Debt Service due on the Notes or other amounts owed hereunder.

Section 6.11. Anti-Corruptions Laws. To the knowledge of the City, its officers are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. To the knowledge of the City, none of (i) the City, any affiliate of the City or any of its commissioners, officers or employees, or (ii) any agent of the City that will act in any capacity in connection with or benefit from the Notes is a Sanctioned Person. No use of proceeds of the Notes will violate any Anti-Corruption Law or applicable Sanctions.

Section 6.12. Correct Information. All information, reports and other papers and data with respect to the City furnished to the Bank were, at the time the same were so furnished, correct in all material respects. Any financial, budget and other projections furnished to the Bank were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent, the City's best estimate of the future financial performance of the City.

No fact is known to the City that materially and adversely affects the ability of the City to repay when due the obligations of the City under this Agreement and the Notes or that has not been set forth in the financial statements and other documents referred to in this Section 6.12 or in such information, reports, papers and data or otherwise disclosed in writing to the Bank. The documents furnished and statements made by the City in connection with the negotiation, preparation or execution of this Agreement and the Notes do not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

ARTICLE VII COVENANTS

The City covenants and agrees that, so long as the Bank has any Commitment hereunder or any amounts are owed under the Notes and until all obligations of the City to the Registered Owners and the Bank are satisfied in full hereunder:

Section 7.1. Obligations. The City shall promptly pay all amounts payable by it hereunder according to the terms hereof and shall duly perform each of its obligations under this Agreement and the Notes. The City has not issued and, while the Notes are outstanding, will not issue, any additional Notes or any other obligations pursuant to the Resolution.

Section 7.2. Financial Reporting.

(a) The City will furnish as soon as available, but in any event, within 270 days after the end of each fiscal year, audited financial statements, including accountants' letters, of the City. The City may furnish the documents by providing notice to the Bank that it has filed such documents with the Municipal Securities Rulemaking Board's EMMA system:

(b) The City shall deliver to the Bank, (i) concurrently with its delivery of each of the financial statements furnished to the Bank pursuant to clauses (a) of this Section 7.2 a written certificate signed by the Comptroller of the City to the effect that to the best of such officer's knowledge and belief no Termination Event has occurred during the period covered by such statements or, if any such Termination Event has occurred during such period, setting forth a description of such Termination Event and specifying the action, if any, taken by the City to remedy the same;

(c) The City shall give prompt written notice of a change of its accountants to the Bank. The notice shall state: (i) the effective date of such change; (ii) whether there were any unresolved disagreements with the former accountants on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which the accountants claimed would have caused them to refer to the disagreement in a report on the disputed matter, if it was not resolved to their satisfaction; and (iii) such additional information relating thereto as the Bank may reasonably request; and

(d) Such other publically available information (including nonfinancial information) as the Bank may from time to time reasonably request.

Section 7.3. Notices. The City will promptly furnish or cause to be furnished, to the Bank (i) notice of the occurrence of (A) any Termination Event hereunder, (B) notice of any downgrade or suspension or withdrawal of the ratings of the City's general obligation debt by any rating service that is currently maintaining a rating on the City or its long term debt promptly upon the occurrence thereof, (C) any legal proceedings or action of which the City has knowledge by or against the City before any court, administrative agency or arbitration board which may, if determined adversely to the City, materially and adversely affect the ability of the City to perform any of its obligations with respect to the transactions contemplated hereby, or of any development or occurrence in the business of the City which may have a material and adverse effect on the City's business, and (D) any other development, financial or otherwise, which could reasonably be expected to have a Material Adverse Effect on the condition, financial or otherwise, of the City.

Section 7.4. Inspection. The City shall permit the Bank by its representatives and agents, to inspect any of the properties, corporate books and financial records of the City relating to the Notes (specifically excluding, however, any such books or records (i) subject to the attorney-client privilege or (ii) to the extent they include personnel, and similar records which the City is not permitted by law to disclose and make copies of the books or accounts and other financial records of the City, and to discuss the affairs, finances and accounts of the City with, and to be advised as to the same by, the offices and independent public accountants of the City, all upon reasonable prior written notice and at such reasonable times and intervals as the Bank may designate.

Section 7.5. Existence. The City will perform all acts necessary to maintain and preserve its existence as a body politic and corporate and to maintain this Agreement and the Notes as the legal, valid and binding obligations of the City.

Section 7.6. Compliance with Laws. The City shall comply in all material respects with all laws, rules and regulations, and with all final orders, writs, judgments, injunctions, decrees or awards to which it may be subject; provided, however, that the City may contest the validity or application thereof and appeal or otherwise seek relief therefrom, and exercise any and all of the rights and remedies which it may have with regard thereto.

Section 7.7. Insurance. The City shall maintain adequate insurance with financially sound and reputable companies or associations (or a self-insurance program funded in accordance with its current actuarial projections) against fire and other casualties and public liability customarily insured against by Governmental Authorities.

Section 7.8. Use of Proceeds. The proceeds of the Notes and Lines of Credit shall be used for the governmental purposes of the City as provided in the Resolution and this Agreement.

Section 7.9. [Reserved].

Section 7.10. Incorporation of Covenants. The City shall perform and comply with all of its covenants and agreements set forth in the Resolution and the other Loan Documents, which covenants and agreements are hereby incorporated herein by reference and, notwithstanding

anything to the contrary set forth herein, in the Resolution and such Loan Documents, such covenants and agreements shall be for the benefit of, and run directly to, the Bank, and the Bank shall be entitled to rely upon all such covenants and agreements as though all such covenants and agreements were set forth herein in full or otherwise addressed directly to the Bank. All such covenants and agreements shall be unaffected by any amendment, modification or waiver, or cancellation or termination after the date hereof, of the Resolution or the other Loan Documents, unless such amendment, modification, waiver, cancellation or termination is consented to in writing by the Bank.

Section 7.11. Compliance with Anti-Sanctions Laws and USA Patriot Act. The City shall not knowingly use, and shall adopt a policy that its commissioners, officers, employees and agents shall not use, the proceeds of the Notes (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, to the extent such activities, business or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or in a European Union member state, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto. The City will comply with all applicable laws, rules and regulations (including the USA Patriot Act, foreign exchange control regulations, foreign asset control regulations and other trade-related regulations) applicable to the projects financed or refinanced by the Notes underlying the issuance of the Notes and the City's execution, delivery and performance of this Agreement. Further, the City acknowledges and agrees to provide to the Bank publically available additional information, records, and documentation as requested by the Bank, pursuant to the Bank's programs enacted to comply with Section 326 of the USA Patriot Act, the applicable regulations promulgated thereunder, and the Bank's Customer Identification Program and authorizes the Bank to verify information as required by the USA Patriot Act regulations.

Section 7.12. Supplemental Levy. In the event the Effective Federal Funds Rate increases above 2%, and the Bank provides notice to the City of a required increase of the Maximum Rate applicable to the Notes in accordance with the definition of "Maximum Rate" set forth in Section 1.1 hereof.

ARTICLE VIII TERMINATION EVENTS

Section 8.1. Events of Default. The occurrence of any one or more of the following events, unless waived by the Bank, shall constitute a "**Termination Event**" by the City under this Agreement:

(a) *Non-Payment.* The City shall fail to pay (i) when due any principal of or interest on any Note when due or (ii) within ten (10) calendar days of the date due any other amount payable hereunder;

(b) *Specific termination event.* The City's general obligation rating drops below BBB+ by S&P Global Ratings or Fitch, or Baa1 by Moody's.;

(c) *Other termination events.* The City shall fail to observe or perform any other term, covenant or agreement contained in (i) this Agreement and such failure shall continue unremedied for thirty (30) days after the City shall have obtained knowledge thereof or (ii) any other Loan Document and such failure shall continue beyond the expiration of any applicable grace or cure period set forth in such Loan Document;

(d) *Representations and Warranties.* Any representation or warranty made by the City herein or any other Loan Document or in any certificate, report, opinion, or notice of the City pursuant hereto, shall have been found to be incorrect or misleading (whether because of misstatement or omission) in any material respect when made;

(e) *Cross-Default.* Any principal or interest payable on any general obligation debt or revenue bonds or notes of the City is not paid when due, whether on any regularly scheduled interest payment date, at maturity, upon redemption or acceleration or otherwise;

(f) *Insolvency.* A proceeding is instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect to the City or for any substantial part of its property under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) and such proceeding is not dismissed or stayed within thirty (30) days of commencement (provided that the Bank shall not be required to advance funds hereunder or under the Notes during such period) or such court enters an order granting the relief sought in such proceeding, or the City shall institute or take any corporate action for the purpose of instituting any such proceeding, or a moratorium, debt restructuring, debt adjustment, or comparable extraordinary restriction with respect to the payment of principal or interest on the Notes is declared by any Governmental Authority of competent jurisdiction, or the City becomes insolvent within the meaning of the Bankruptcy Code, shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of the City or for any substantial part of its property, or shall make a general assignment for the benefit of creditors, or the City shall declare a moratorium, debt restructuring, debt adjustment, or comparable extraordinary restriction with respect to the payment of principal or interest on the Notes, or shall take any corporate action in furtherance of any of the foregoing.

(g) *Judgments.* A judgment or order for the payment of money in excess of \$15,000,000 shall be rendered against the City and such judgment or order shall continue unsatisfied and unstayed for a period of 90 days;

(h) *Invalidity of Agreement.* The Notes, or any material provision of this Agreement or any of the Loan Documents shall cease to be valid and binding on the City; or the City shall contest any such provision; or any agent or trustee on behalf of the City, shall deny that it has any or further liability under this Agreement, the Notes or any of the Loan Documents; or

(i) a default shall occur (following any applicable cure periods) and be continuing under any other agreement between the City and the Bank or under any other obligation owed by the City to the Bank.

Section 8.2. Remedies.

(a) The provisions of this Agreement, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owner of the Notes. Upon the occurrence of any Termination Event, the Bank, by notice to the City, may terminate the Commitment and thereupon the Commitment shall terminate immediately and thereafter the Bank shall be under no further obligation to make any Advances hereunder or under the Notes, and the Notes shall bear interest at the Default Rate, payable on the dates as provided in the Notes, and principal shall be payable in the amounts and at the times provided in the Notes; provided that upon a Termination Event described in Section 8.1(f) hereof, the Commitment shall automatically terminate and all amounts owed on the Notes and under this Agreement shall automatically be due and payable (without presentment, demand, protest, or notice of any kind, all of which are hereby waived by the City). Upon a Termination Event any unpaid accrued interest and unpaid Unused Commitment Fees shall be immediately due and payable and must be paid by the City by no later than three (3) Business Days following the date of the Termination Event.

(b) In addition, upon the occurrence of any Termination Event, the Registered Owner of the Notes shall have the right:

(i) By mandamus or other suit, action or proceedings at law or in equity to enforce his, her or their rights against the City and its officials, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement or by the Constitution and laws of the State of Wisconsin; and

(ii) By suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner of the Notes.

Section 8.3. Sovereign Immunity; Jury Trial. To the fullest extent permitted by law, the City agrees that, from the date hereof, this Agreement and the Loan Documents are fully enforceable in accordance with the provisions thereof and hereby expressly waives rights to sovereign immunity, if any. Each of the City and the Bank hereby irrevocably agree that any action or proceeding to enforce or defend any rights of the Bank or the City or arising from any dispute or controversy under or in connection with this Agreement or the Loan Documents, shall be litigated only in any local, state or federal court having situs within the County of Milwaukee, Wisconsin. Each of the City and the Bank hereby consent and submit to the jurisdiction of such courts located within such county and state. Each of the City and the Bank hereby waive, to the fullest extent permitted by law, any right they may have to transfer or change the venue of any litigation brought in accordance with this section.

**ARTICLE IX
PAYING AGENT AND NOTE REGISTRAR**

Section 9.1. Successor Paying Agent and Note Registrar.

(a) Except as may be required by a Governmental Authority, any corporation or association into which the Paying Agent and Note Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become the successor Paying Agent and Note Registrar hereunder, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereof, anything herein to the contrary notwithstanding.

(b) The Paying Agent or Note Registrar may at any time resign by giving thirty (30) days' notice to the City. Such resignation shall not be effective until the appointment and acceptance of a successor.

(c) The Paying Agent or Note Registrar may be removed at any time by an instrument in writing delivered to the Paying Agent and Note Registrar by the Registered Owner of not less than a majority in outstanding principal amount of the Notes.

(d) In case the Paying Agent or Note Registrar shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting as Paying Agent and Note Registrar, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the City. Every successor Paying Agent or Note Registrar appointed pursuant to the provisions of this Section shall be, if there be such an institution willing, qualified and able to accept the duties of the Paying Agent and Note Registrar upon customary terms, a bank or a trust company in good standing and having reported capital and surplus of not less than \$100,000,000. Written notice of such appointment shall immediately be given by the City to the owners of the Note. Any successor Paying Agent or Note Registrar shall execute and deliver an instrument accepting such appointment and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Paying Agent or Note Registrar, but such predecessor shall nevertheless, on the written request of the City, or of the successor, execute and deliver such instruments and do such other things as may reasonably be required to more fully and certainly vest and confirm in such successor all rights, powers, duties and obligations of such predecessor. If no successor Paying Agent or Note Registrar has accepted appointment in the manner provided above within 90 days after the Paying Agent and Note Registrar has given notice of its resignation as provided above, the Paying Agent and Note Registrar may petition any court of competent jurisdiction for the appointment of a temporary successor Paying Agent or Note Registrar; provided that any Paying Agent and Note Registrar so appointed shall immediately and without further act be superseded by a Paying Agent or Note Registrar appointed by the City as provided above. Nothing shall prevent the City from appointing itself (and if it does so it shall notify the Bank and Registered Owner of a specific officer or department of the City as the contact designee for such purposes) as the Paying Agent or Note Registrar.

(e) It is understood that if the Registered Owner is not also the Paying Agent, the Paying Agent must: (i) be a trust company and meet the criteria for a Paying Agent set forth in Section 9.1(d) hereof; or (ii) otherwise be acceptable to the City based upon the City's then applicable requirements for paying agents. If such is not the case, the City shall have the ability to replace the Paying Agent and appoint a successor pursuant to the provisions of Section 9.1(d) hereof.

ARTICLE X CHANGE IN CIRCUMSTANCES

Section 10.1. Increased Cost and Reduced Return.

(a) If the Code or any newly adopted law, treaty, regulation, guideline, policy, interpretation or directive, or any change in any, law, treaty, regulation, guideline, policy or directive or any new or modified interpretation of any of the foregoing by any authority or agency charged with the administration or interpretation thereof or any central bank or other fiscal, monetary or other authority having jurisdiction over the Bank or the transactions contemplated by this Agreement, whether or not having the force of law (each a "**Change in Law**") including specifically but without limitation all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, guidelines or directives promulgated by the Bank of International Settlements, or the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority), regardless of the date enacted, adopted, issued, promulgated or implemented:

(i) shall subject the Bank to any tax, duty or other charge with respect to its Advances, this Agreement and the Notes or its obligation to make or continue Advances, or shall change the basis of taxation of payments to the Bank of the principal of or interest on the Notes, or any other amounts due under this Agreement in respect of its Advances (except for changes in the rate of tax on the overall net income of the Bank imposed by the jurisdiction in which the Bank is located); or

(ii) shall impose, modify or deem applicable any reserve or changes in levels of reserves (including, without limitation, any such requirement imposed by the Board of Governors of the Federal Reserve System), deposits, insurance assessment, capital, or similar requirement against assets of, deposits with or for the account of, or credit extended by, the Bank or shall impose on the Bank any other condition affecting its Advances, the Notes or its obligation to make Advances;

and the result of any of the foregoing is to increase the cost to the Bank of making or maintaining any Advance or owning the Notes, or to reduce the amount of any sum received or receivable by the Bank under this Agreement or under the Notes with respect thereto, within 30 days after demand by the Bank, the City shall pay to the Bank such additional amount or amounts as will compensate the Bank for such increased cost or reduction.

(b) If the Bank shall have determined that any Change in Law or the adoption of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central

bank or comparable agency charged with the interpretation or administration thereof, or any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency has or would have the effect of reducing the rate of return on capital of the Bank (or any Person controlling the Bank) as a consequence of the Bank's obligations hereunder to a level below that which the Bank (or any Person controlling the Bank) could have achieved but for such adoption, change, request or directive (taking into consideration its policies with respect to capital adequacy) by an amount deemed by the Bank to be material, then from time to time, within 30 days after demand by the Bank, the City shall pay to the Bank such additional amount or amounts as will compensate the Bank (or any Person controlling the Bank) for such reduction.

(c) The Bank will promptly notify the City of any event of which it has knowledge, occurring after the date hereof, which will entitle the Bank to compensation pursuant to this Section. A certificate of the Bank claiming compensation under this Section and setting forth, in reasonable detail, the basis for the calculation of the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, the Bank may use any reasonable averaging and attribution methods.

ARTICLE XI MISCELLANEOUS

Section 11.1. Notices; Effectiveness; Communications.

(a) *Notices Generally.* Except as otherwise expressly provided herein, and except as provided in subsection (b) below, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by first-class mail, postage prepaid or sent by telecopy (facsimile) or other electronic means to the address specified for such Person(s) in Section 11.1(d) hereof and by telecopy (facsimile) to the facsimile number or email address specified for such Person(s) in Section 11.1(d) hereof.

Notices and other communications sent by hand or overnight courier service shall be deemed to have been given upon delivery if hand-delivered or upon deposit with a nationally recognized overnight commercial carrier, airbill prepaid. Notices or other communications sent by first-class mail shall be deemed to have been given when deposited in the United States mail, postage pre-paid. Notices and other communications sent by telecopy (facsimile) or other electronic means shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient).

(b) *Section 2.2(i) Notices.* In the case of notice of amounts due as provided in Section 2.2(i) hereof, such notice shall be given by the Bank to the City by either (1) electronic communication to the electronic mail address specified for such Person(s) in Section 11.1 (d) hereof or (2) telecopy (facsimile) to the facsimile number specified for such Person(s) in Section 11.1 (d) hereof.

(c) *Change of Address, Etc.* Each of the Bank, the City, the Paying Agent, the Note Register and the Registered Owner may change its address, facsimile or e-mail address for notices and other communications hereunder by notice to the other parties hereto.

(d) *Notice Addresses.* The notices to the Bank, the Paying Agent, the Note Register and the Registered Owner shall be made to:

JPMorgan Chase Bank, N.A.
10 South Dearborn Street
Chicago, Illinois 60603
Attention: Kevin M. Garrow
Facsimile: (312) 732-7005
Email: kevin.m.garrow@jpmorgan.com

Notices to the City, other than pursuant to Section 2.2(i), shall be sent to:

City of Milwaukee
City of Milwaukee Comptroller
City Hall, Room 404
200 East Wells Street
Milwaukee, WI 53202
Attention: Public Debt Specialist
Facsimile: (414) 286-3281

Notices to the City, pursuant to Section 2.2(i), shall be provided as follows:

By Electronic Mail or Telecopy (Facsimile) to:

General Accounting, Chris Wanty
Facsimile: (414) 286-0860 or
Email: cwanty@milwaukee.gov

and to:

Public Debt, Richard Li
Facsimile: (414) 286-0653 or
Email: rsli@milwaukee.gov

Section 11.2. No Waivers. No failure or delay by the Bank in exercising any right, power or privilege hereunder or under the Notes shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 11.3. Expenses; Documentary Taxes; Indemnification.

(a) The City shall pay all out-of-pocket expenses of the Bank, including reasonable fees and disbursements of counsel for the Bank, in connection with the preparation of this

Agreement and the Notes. In addition, the City agrees to pay on demand all costs and expenses of the administration of this Agreement, including, without limitation, all costs and expenses in connection with any amendment or supplement hereto, any consent or waiver hereunder and any enforcement hereof or, preservation of rights in connection with a workout or restructuring hereof and the reasonable fees and out-of-pocket expenses of counsel for the Bank with respect thereto and with respect to advising the Bank of its rights and responsibilities under this Agreement and the other Loan Documents and all costs and expenses, if any, in connection with the enforcement of this Agreement, the Notes and the other Loan Documents. In addition, the City shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement, the Notes and the other Loan Documents, and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees;

(b) All payments made by the City under this Agreement and the Notes shall be made free and clear of, and without deduction or withholding for or on account of, any present and future income, stamp or other taxes, levies, imposts, deductions, charges, or withholdings imposed, assessed, levied or collected by any country or any political subdivision or taxing authority thereof or therein, but excluding taxes imposed on net income of the Bank by the country under the laws of which the Bank is organized or managed and controlled or any political subdivision or taxing authority thereof or therein or the country in which the Bank's office delivering this Agreement may be located or any political subdivision or taxing authority thereof or therein (all such non-excluded taxes, levies, imposts, deduction, charges or withholdings being hereinafter called "**Taxes**"). If any Taxes are required to be withheld from any amounts payable to the Bank hereunder, the amounts so payable to the Bank shall be increased to the extent necessary to yield to the Bank (after payment of all Taxes) interest or any such other amounts payable hereunder at the rates or in the amount specified in this Agreement. Whenever any Taxes are required to be paid by the City, as promptly as possible thereafter, the City shall send to the Bank a certified copy of any original official receipt received by the City showing payment thereof. If the City fails to pay any Taxes when due to the appropriate taxing authority, the City shall indemnify the Bank for any incremental taxes, interest or penalties that may become payable by the Bank as a result of any such failure.

(c) To the fullest extent permitted by applicable law, the City agrees to indemnify the Bank and hold the Bank harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind, including, without limitation, the reasonable fees and disbursements of counsel, which may be incurred by the Bank in connection with any suit, action, claim, investigative, administrative or judicial proceeding (whether or not the Bank shall be designated a party thereto) relating to or arising out of this Agreement, the Loan Documents, the Notes or any actual or proposed use of proceeds of Notes hereunder; provided that the Bank shall not have the right to be indemnified or held harmless hereunder for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction.

(d) The City agrees to indemnify the Bank and to hold the Bank harmless from and against any and all claims, damages, losses, liabilities, costs or expenses which the Bank may incur (or which may be claimed against the Bank by any Person whatsoever) by reason of or in

connection with the execution and delivery of, or the making or the failure to make, the Advances under this Agreement and the Notes; provided, that the City shall not be required to indemnify any such Person for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Person. Nothing in this Section 11.3(d) is intended to limit any obligation of the City contained in this Agreement and the Notes. The provisions of this Section 11.3 shall survive the termination of this Agreement and the Notes, payment of any Advances, and the assignment or participation of any rights hereunder.

Section 11.4. Right of Set-Off. No right of set-off.

Section 11.5. Amendments and Waivers. Any provision of this Agreement, the Loan Documents or the Notes may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the City and the Bank.

Section 11.6. Successors and Assigns; Participations.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the City may not assign or otherwise transfer any of its rights or obligations under this Agreement or the Notes without the prior written consent of the Bank.

(b) The Bank may at any time grant to one or more banks or other institutions (each a “**Participant**”) participating interests in the Commitment or any or all of the Advances, the Notes and the Loan Documents. In the event of any such grant by the Bank of a participating interest to a Participant, whether or not upon notice to the City, the Bank shall remain responsible for the performance of its obligations hereunder, and the City shall continue to deal solely and directly with the Bank in connection with the Bank’s rights and obligations under this Agreement. The City agrees that each Participant shall be entitled to the benefits of Articles X and XI hereof to the same extent as if a direct party hereto; provided that no Participant shall be entitled to receive any greater amount pursuant to such provisions than the Bank would have been entitled to receive hereunder in respect of the participating interest granted by the Bank had it not granted such participating interest. An assignment or other transfer which is not permitted by subsection (c) below shall be given effect for purposes of this Agreement only to the extent of a participating interest granted in accordance with this subsection (b).

(c) The Bank may at any time assign to one or more banks or other institutions (each an “**Assignee**”) all, or a proportionate part of all, of its rights and obligations under this Agreement and the Notes, and such Assignee shall assume such rights and obligations, pursuant to an assignment in form and substance satisfactory to the Bank and in the form required by the Notes, executed by such Assignee and the Bank and acknowledged by the Paying Agent and Note Registrar. Upon execution and delivery of such instrument and payment by such Assignee to the Bank of an amount equal to the purchase price agreed between the Bank and such Assignee, such Assignee shall be entitled to the rights and have the obligations of the Bank under this Agreement, and the Bank shall be released from its obligations hereunder to a corresponding extent, and no further consent or action by any party shall be required. Upon the consummation

of any assignment pursuant to this subsection (c), the Bank and the City shall make appropriate arrangements so that, if required, new Note or Notes are issued to the Assignee.

(d) The Bank may at any time assign all or any portion of its rights under this Agreement and its Notes to a Federal Reserve Bank. No such assignment shall release the Bank from its obligations hereunder.

(e) The City agrees that the Bank may provide any information or knowledge the Bank may have about the City or about any matter relating to the Agreement and the Notes described in this Agreement to any of its subsidiaries or affiliates or their successors, or to any one or more purchasers, potential purchasers, participants or assignees of the Notes and this Agreement.

Section 11.7. Obligations Absolute. The obligations of the City under this Agreement shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement, under all circumstances whatsoever, including without limitation, the following circumstances:

(a) any lack of validity or enforceability of this Agreement, the Loan Documents or any other agreement delivered in connection herewith;

(b) the existence of any claim, set-off, defense or other rights which the City may have at any time against the Bank (other than the defense of payment to the Bank or the Bank's failure to perform its obligations in accordance with the terms of this Agreement) or any other person or entity, whether in connection with this Agreement or any unrelated transaction;

(c) any certificate, notice or any other document presented under this Agreement proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(d) any failure or omission to enforce any right hereby conferred, or any demand on or attempt to collect from, or failure to demand payment from or attempt to collect from the City under this Agreement or any instrument, agreement or document referred to herein; or any attempt to realize upon any security provided by the City or others, or the release or discharge for any reason of any such security or any other person or entity liable on or in respect of the obligations under this Agreement or any instrument, agreement or document referred to herein;

(e) the liquidation or dissolution of the City or the merger or consolidation of the City into or with any other Governmental Authority, or any sale or transfer by the City of any part of its property or assets;

(f) the bankruptcy, receivership, insolvency, reorganization or similar proceedings involving or affecting the City;

(g) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Section 11.8. Governing Law. This Agreement and the Notes shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

Section 11.9. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 11.10. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, or any part hereof.

Section 11.11. Government Regulations. The City shall ensure that the Note proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, the City shall comply with all applicable Bank Secrecy Act (“BSA”) laws and regulations, as amended. The City agrees to provide documentary and other evidence of the City’s identity as may be requested by the Bank at any time to enable the Bank to verify the City’s identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

Section 11.12. No Advisory or Fiduciary Relationship. In connection with all aspects of the transactions contemplated hereby (including in connection with any amendment, waiver or other modification hereof or any other Loan Document), the City acknowledges and agrees that: (a) (i) the services regarding this Agreement provided by the Bank and any affiliate thereof are arm’s-length commercial transactions between the City, on the one hand, and the Bank and its affiliates, on the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (b) (i) the Bank and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be, acting as an advisor, agent or fiduciary, for the City, or any other Person and (ii) neither the Bank nor any of its affiliates has any obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (c) the Bank and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City, and neither the Bank nor any of its affiliates has any obligation to disclose any of such interests to the City.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: Authorized Officer
10 S. Dearborn Street
Chicago, Illinois 60603
Attn: Kevin M. Garrow

**CITY OF MILWAUKEE, MILWAUKEE
COUNTY, WISCONSIN**

(SEAL)

Mayor

City Clerk

Countersigned:

City Comptroller

Approved as to form, content and execution

This ____ day of _____, 2016

Assistant City Attorney

Exhibit A-1

FORM OF REQUEST FOR ADVANCE ON TAX-EXEMPT LINE OF CREDIT

The undersigned Designated Official of the City of Milwaukee, Milwaukee County, Wisconsin (the “**City**”), hereby requests an advance (the “**Advance**”) pursuant to that Line of Credit Agreement, dated as of _____, 2016 between JPMorgan Chase Bank, National Association (the “**Bank**”) and the City (the “**Agreement**”) with respect to the Tax-Exempt Note as set forth below.

The amount of the Advance requested: \$ _____ on _____ [insert date]

Wire or deposit instructions for such Advance: _____

In connection with such Advance the undersigned certifies as follows:

1. No Termination Event exists under the Agreement.
2. The amount of the Advance requested together with all outstanding principal on the Tax-Exempt Note does not exceed \$_____.
3. The City has satisfied, in form and substance satisfactory to the Bank, the conditions set forth in Section 4.2 of the Agreement.
4. Attached hereto is a Favorable Opinion of Bond Counsel[and Amendment to the Tax Certificate of the City].

CITY OF MILWAUKEE, WISCONSIN

Title: _____

Exhibit A-2

FORM OF REQUEST FOR ADVANCE ON TAXABLE LINE OF CREDIT

The undersigned Designated Official of the City of Milwaukee, Milwaukee County, Wisconsin (the “**City**”), hereby requests an advance (the “**Advance**”) pursuant to that Line of Credit Agreement, dated as of _____, 2016 between JPMorgan Chase Bank, National Association (the “**Bank**”) and the City (the “**Agreement**”) with respect to the Taxable Note as set forth below.

The amount of the Advance requested: \$ _____ on _____ [insert date]

Wire or deposit instructions for such Advance: _____

In connection with such Advance the undersigned certifies as follows:

1. No Termination Event exists under the Agreement.
2. The amount of the Advance requested together with all outstanding principal on the Taxable Note does not exceed \$_____.
3. The City has satisfied, in form and substance satisfactory to the Bank, the conditions set forth in Section 4.2 of the Agreement.

CITY OF MILWAUKEE, WISCONSIN

Title: _____

Exhibit B-1

FORM OF TAX-EXEMPT NOTE

UNITED STATES OF AMERICA

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

CITY OF MILWAUKEE

GENERAL OBLIGATION TAX-EXEMPT NOTE
SERIES 2016A

No. R-1

Registered Owner: JPMorgan Chase Bank, National Association

Principal Amount: \$ _____

Dated Date: _____, 2016

Interest Rate: As set forth below

Commitment Expiration Date: _____, 2018 unless terminated earlier pursuant to the Agreement and as extended from time to time pursuant to the Agreement

Maturity Date: _____, subject to earlier mandatory purchase

Term-Out Maturity Date: has the meaning as set forth below

Payment Terms. The City of Milwaukee, Wisconsin (the “**City**”), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns, on the Maturity Date set forth above or earlier Term-Out Maturity Date, the principal sum of _____ **MILLION AND 00/100 DOLLARS (\$ _____)** or such lesser amount as may be advanced to or for the benefit of the City hereunder, together with interest accruing on the outstanding principal balance from the date hereof, all as provided below, quarterly in arrears which shall be payable on the first business day of each January, April, July and October commencing January 2, 2017 (each, a “**Quarterly Payment Date**”) and on the Maturity Date or earlier Term-Out Maturity Date. The outstanding principal balance and any accrued but unpaid interest shall be due and payable on the Maturity Date or earlier Term-Out Maturity Date. Principal of, interest on and other amounts due and payable on this Note are payable at the principal corporate office of JPMorgan Chase Bank, National Association as the paying agent (the “**Paying Agent**”). Advances under this Note may be made from the Dated Date to but excluding the Commitment Expiration Date, as further described herein. On the date which is 18 months after the

Commitment Expiration Date, this Note shall be subject to mandatory purchase by the City (the “**Term-Out Maturity Date**”) at a purchase price equal to 100% of the principal amount of this Note plus accrued and unpaid interest through the Term-Out Maturity Date together with any other amounts due pursuant to the Agreement. From and after the earlier of the Term-Out Maturity Date and any Termination Event and during the continuance thereof, the interest on this Note shall be calculated on the principal balance from time to time outstanding thereon at the Default Rate.

[The Bank shall give notice to the City on the [Accrual Date] (as defined below) immediately prior to the Quarterly Payment Date provided, however, if such day is not a Business Day, notice shall be given on the immediately following Business Day either by electronic mail or by telecopy (facsimile), of the principal and interest amount owed to the Registered Owner on the Note and such invoice shall reflect interest accrued on the Note to and including the Accrual Date. The interest payment due on each Quarterly Payment Date shall be interest on the Note to and including the Accrual Date immediately preceding the Quarterly Payment Date for the quarterly interest period beginning with the immediately preceding Accrual Date (and in the case of the first interest payment, from the Dated Date) and ending on such Accrual Date.]

For the prompt payment of this Note, with interest thereon as aforesaid, and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the City of Milwaukee, Wisconsin, are hereby irrevocably pledged. This Note was issued pursuant to and in all respects in compliance with the provisions of Chapters 65 and 67, including particularly Section 67.12(12), of the Wisconsin Statutes, and acts supplementary thereto, the Charter of the City of Milwaukee, and resolutions duly adopted by the Common Council of the City.

Authorization. This Note is authorized to be issued by the Common Council of the City (the “**Common Council**”) for its corporate purposes and is issued under and pursuant to the Constitution and laws of the State of Wisconsin under the Constitution of the State of Wisconsin and pursuant to a Resolution adopted by the Common Council on _____, 2016 (the “**Resolution**”). This Note is further issued pursuant to the provisions of a Line of Credit Agreement dated _____, 2016 (the “**Agreement**”) between the City and the Bank. All capitalized words and terms used herein but not defined herein shall have the respective meanings set forth for such words and terms in the Agreement.

Advances. This Note is authorized to be issued in the aggregate principal amount at any time of not to exceed \$_____ to provide funds to finance the City’s capital expenditures and deficit cash flow borrowing needs, all in furtherance of the City’s corporate purposes. This Note evidences a line of credit and Advances under this Note may be requested in writing by a Designated Official of the City in the form attached to the Agreement as Exhibit A-1 and shall be paid as directed pursuant to such request and in accordance with the requirements of the Agreement. The Bank will have no obligation to advance funds on this Note to the City following the occurrence of a Termination Event pursuant to the Agreement. The City may borrow under this Note until the Commitment Expiration Date. The Bank may terminate the Commitment upon the occurrence of a Termination Event. The City acknowledges and agrees that in no event will the Bank be under any obligation to extend or renew the obligation to make Advances under this Note beyond the Commitment Expiration Date. In no event shall the

aggregate outstanding principal amount of Advances made under this Note exceed the face amount of this Note as amended from time to time.

Upon request of the City delivered to the Bank no later than _____ days prior to any requested change, the face amount of this Note may be increased with a corresponding decrease in the face amount of the City's General Obligation Taxable Promissory Note Series 2016B dated the date hereof (the "**Taxable Note**") or decreased with a corresponding increase in the face amount of the City's Taxable Note, in each case upon satisfaction of the conditions set forth in the Agreement; provided that in no event shall the face amount of this Note and the Taxable Note exceed \$150,000,000.

The Bank will enter on its books and records, which entry when made will be presumed correct, the date and amount of each Advance, as well as the date and amount of each payment made by the City.

The City may from time to time during the term of this Note borrow, reborrow and partially or wholly repay its outstanding borrowings, subject to all of the limitations, terms and conditions of this Note, the Agreement and of any document executed in connection with or governing this Note; provided however, that the total outstanding borrowings under this Note shall not at any time exceed \$_____.

Rates of Interest. Subject to adjustment as described herein, the principal amount outstanding under this Note will bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days equal to the sum of (A) the product of 72% and the Adjusted LIBOR Rate plus (B) the Applicable Spread. Notwithstanding the interest rate set forth in the preceding sentence and notwithstanding the Alternate Rate the Term-Out Rate, the Taxable Rate and the Default Rate as set forth below, the rate of interest applicable to this Note shall not exceed the Maximum Rate. For the purpose hereof, the following terms shall have the following meanings:

"**Accrual Date**" means the date which is the date immediately preceding each Quarterly Payment Date, regardless of whether or not such date is a Business Day.

"**Adjusted LIBOR Rate**" means, with respect to any Advance for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the quotient of (a) the LIBOR Rate applicable to such Interest Period divided by (b) one minus the Statutory Reserve Rate (expressed as a decimal) applicable to such Interest Period.

"**Applicable Spread**" means initially 50 basis points (0.50%), which Applicable Spread is subject to the maintenance of the current long-term unenhanced ratings assigned by Moody's, Fitch, or S&P to the general obligation Indebtedness of the City. In the event of a change in the long-term unenhanced rating assigned by Moody's, Fitch, or S&P to the general obligation Indebtedness of the City (hereinafter referred to as the "**Rating**"), the Applicable Spread shall be the number of basis points associated with such new long-term unenhanced Rating as set forth in the following table:

	Credit Rating			Tax-Exempt Note Applicable Spread
Level	Moody's	Fitch	S&P	
1	Aa2 or higher	AA or higher	AA or higher	50 basis points (0.50%)
2	Aa3	AA-	AA-	60 basis points (0.60%)
3	A1	A+	A+	70 basis points (0.70%)
4	A2	A	A	80 basis points (0.80%)
5	A3	A-	A-	90 basis points (0.90%)
6	Baa1	BBB+	BBB+	100 basis points (100%)
7	Baa2 or below	BBB or below	BBB or below	Default Rate

In the event the Rating differs from each of Moody's, Fitch, or S&P, or in the event of a split Rating, the lowest Rating shall be used to determine the Applicable Spread. References in this definition to Applicable Spread are to the rating categories as presently determined by Fitch, S&P and Moody's, and in the event of the adoption of any new or changed rating system or a "global" rating scale by any such Rating Agency, the rating categories shall be adjusted accordingly to a new rating which most closely approximates the requirements as set forth herein. Upon and during the continuance of a Termination Event, this Note shall bear interest at the Default Rate.

"**Bank**" means JPMorgan Chase Bank, National Association and its successors and assigns.

"**Business Day**" means any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required to be closed for business in New York, New York, Chicago, Illinois, or Milwaukee, Wisconsin.

"**CB Floating Rate**" means the higher of (i) the Bank's Prime Rate and (ii) the Adjusted LIBOR Rate plus 2.50% on such day (or if such day is not a Business Day, the immediately preceding Business Day). Any change in the CB Floating Rate due to a change in the Prime Rate or the Adjusted LIBOR Rate shall be effective from and including the effective date of such change in the Prime Rate or the Adjusted LIBOR Rate, respectively.

"**Default Rate**" means a rate per annum equal to the CB Floating Rate plus four hundred (400) basis points (4.00%).

"**Effective Federal Funds Rate**" means, for any day, the rate calculated by the Federal Reserve Bank of New York ("NYFRB") based on such day's federal funds transactions by depository institutions (as determined in such manner as the NYFRB shall set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate.

"**LIBOR Rate**" means, with respect to any Advance for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for U.S. Dollars for a period equal in length to such Interest Period as displayed on pages LIBOR01 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or

substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion; in each case the “**LIBO Screen Rate**”) at approximately 11:00 a.m. London time, two Business Days prior to the commencement of such Interest Period; provided that, if the LIBOR Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“**Maximum Rate**” means initially the annual rate of twelve percent (12%) provided, however, that if the Effective Federal Funds Rate increases above 2%, the Maximum Rate shall be subject to increase by notice to the City from the Bank to an amount equal to the sum of (a) 12% plus (b) the Effective Federal Funds Rate minus 2% as of the date of such notice as further described in the Agreement.

“**Prime Rate**” shall mean the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers.

“**Quarterly Payment Date**” means the first business day of each January, April, July and October commencing January 2, 2017 and the earlier of the Term-Out Maturity Date or the Maturity Date 1.

“**Statutory Reserve Rate**” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board of Governors of the Federal Reserve System of the United States of America which the Bank is subject with respect to the Adjusted LIBOR Rate, for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board of Governors of the Federal Reserve System). Such reserve percentages shall include those imposed pursuant to such Regulation D. Advances shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to the Bank under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“**Statutory Tax Rate**” means, as of any date of determination, the highest federal income tax rate (expressed in decimals) applicable in each tax year on the taxable income of corporations pursuant to Section 11 of the Code, without regard to any minimum additional tax provision or provisions.

“**Taxable Rate**” means, as of any date of determination, the quotient obtained by dividing (i) the then-current interest rate on this Note by (ii) the difference between 1.00 minus the Statutory Tax Rate, and expressing such quotient as an interest rate per annum (rounded to two decimal places).

If the Bank determines (which determination shall be final and conclusive) that, by reason of circumstances affecting the eurodollar market generally, deposits in dollars (in the applicable amounts) are not being offered to banks in the eurodollar market for the selected term, or adequate means do not exist for ascertaining the LIBOR Rate, then the Bank shall give notice thereof to the City. Thereafter, until the Bank notifies the City that the circumstances giving rise to such suspension no longer exist, the interest rate for all amounts outstanding under the Note shall be equal to the CB Floating Rate (the “**Alternate Rate**”).

In addition, if, after the date of this Note, the Bank shall determine (which determination shall be final and conclusive) that any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Bank to make or maintain or fund loans based on the LIBOR Rate, the Bank shall notify the City. Upon receipt of such notice, until the Bank notifies the City that the circumstances giving rise to such determination no longer apply, the interest rate on all amounts outstanding under the Note shall be the Alternate Rate.

Interest will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. In no event will the rate of interest hereunder exceed the Maximum Rate.

At the Commitment Expiration Date and provided that no Termination Event has occurred and is continuing, interest on the Note shall be automatically adjusted to a per annum rate equal to the CB Floating Rate plus 3.00% (the “**Term-Out Rate**”) payable on each Quarterly Payment Date and on the earlier of the Term-Out Maturity Date (which is the date that is 18 months after the Commitment Expiration Date) or the Maturity Date.

Determination of Taxability. In the event a Determination of Taxability (as defined in the Agreement) occurs, the outstanding principal amount of this Note will bear interest at a rate per annum equal to the Taxable Rate from and after the date the interest on this Note is no longer excludable from gross income for purposes of federal income taxation as a result of the Event of Taxability (as defined in the Agreement) that gave rise to the Determination of Taxability. The City agrees to pay to the Bank an amount equal to any interest, penalties or charges owed by the Bank as a result of interest on this Note becoming included in the gross income of the Bank, together with any and all reasonable attorney’s fees, court costs, or other out-of-pocket costs incurred by the Bank in connection therewith.

Default Rate. Upon maturity, from and after the Term-Out Maturity Date, upon the occurrence of any Termination Event (as defined in the Agreement) and during the continuance thereof, amounts outstanding under this Note shall bear interest at a rate per annum equal to the Default Rate but not more than the Maximum Rate. The Default Rate shall continue to apply whether or not judgment shall be entered on this Note.

Levy of Ad Valorem Taxes. This Note shall be a direct and general obligation of the City and the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Note. The City has levied ad valorem taxes upon all taxable property in the City for the payment of this Note and the interest thereon, without limitation as to rate or amount.

Prepayment. This Note shall be subject to prepayment prior to maturity on the terms and conditions set forth in the Agreement.

The Registered Owner of this Note shall not be required to surrender this Note in connection with the payment or prepayment of all or any portion of the principal amount hereof.

Other Loan Documents. This Note is issued in connection with the Agreement, as well as the other agreements or documents executed and/or delivered in connection therewith or referred to therein, the terms of which are incorporated herein by reference (as amended, modified or renewed from time to time, the “**Loan Documents**”).

Transfer of Note. This Note may be transferred only by the Note Register in whole but not in part upon surrender hereof to the Note Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Note Registrar. The Registered Owner shall pay any resulting tax or other governmental charge. The transferee shall be provided a copy of the Agreement prior to any transfer.

Incorporation of Agreement. Reference is made hereby to the Agreement, a conformed copy of which is being held by the Paying Agent for a description of the provisions, among others, with respect to the nature and extent of the rights, duties, and obligations of the City, the Bank, the Note Registrar, the Paying Agent and the Registered Owner of this Note. The Registered Owner of this Note, by acceptance hereof, is deemed to have agreed and consented to the terms and provisions of the Agreement.

A direct annual irrevocable tax has been levied by the City sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal of this Note upon its maturity.

It is hereby certified, noted, and represented that all acts, conditions, and things required to be done, to happen and to exist, precedent to and in the issuance of this Note, in order to make the same legal, valid, and binding obligations of said City, have been done, have happened, and do exist in proper form, time, and manner, as required by law; that the aggregate indebtedness of the City, including this Note and other indebtedness authorized simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin.

IN TESTIMONY WHEREOF, the City of Milwaukee, Wisconsin, has caused this Note to be executed on its behalf by the manual or facsimile signature of its Mayor, and City Clerk, countersigned by the Comptroller under the manual or facsimile seal of said City, this _____ day of _____, 2016.

(SEAL)

ATTEST:

Mayor

City Clerk

Comptroller

(FORM OF ASSIGNMENT)

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

(Please Print or Typewrite Name, Address and Social Security Number
or Taxpayer Identification Number of Transferee)

the within mentioned Note and all rights thereunder, and hereby constitutes and appoints to transfer the within mentioned Note on the books kept for registration thereof, with full power of substitution in the premises. A copy of the Agreement has been provided to the transferee, nominee, or beneficial owner.

Date: _____

NOTICE: No transfer will be registered and no new Note will be issued in the name of the transferee unless the signature(s) to this assignment correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the transferee is supplied.

Signature Guaranteed By:

(Eligible Guarantor Institution)

By: _____
Title: _____

SCHEDULE A

ADVANCES AND PAYMENTS OF PRINCIPAL

<u>Date</u>	<u>Additions to Principal Amount</u>	<u>Principal Amount Paid</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Bank</u>
_____, 20__	\$	\$	\$	
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				

Exhibit B-2

FORM OF TAXABLE NOTE

UNITED STATES OF AMERICA

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

CITY OF MILWAUKEE

**GENERAL OBLIGATION TAXABLE NOTE
SERIES 2016B**

No. R-1

Registered Owner: JPMorgan Chase Bank, National Association

Principal Amount: \$ _____

Dated Date: _____, 2016

Interest Rate: As set forth below

Commitment Expiration Date: _____, 2018 unless terminated earlier pursuant to the Agreement and as extended from time to time pursuant to the Agreement

Maturity Date: _____, subject to earlier mandatory purchase

Term-Out Maturity Date: has the meaning as set forth below

Payment Terms. The City of Milwaukee, Wisconsin (the “**City**”), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns, on the Maturity Date set forth above or earlier Term-Out Maturity Date, the principal sum of _____ **MILLION AND 00/100 DOLLARS (\$ _____)** or such lesser amount as may be advanced to or for the benefit of the City hereunder, together with interest accruing on the outstanding principal balance from the date hereof, all as provided below, quarterly in arrears which shall be payable on the first business day of each January, April, July and October commencing January 2, 2017 (each, a “**Quarterly Payment Date**”) and on the Maturity Date or earlier Term-Out Maturity Date. The outstanding principal balance and any accrued but unpaid interest shall be due and payable on the Maturity Date or earlier Term-Out Maturity Date. Principal of, interest on and other amounts due and payable on this Note are payable at the principal corporate office of JPMorgan Chase Bank, National Association as the paying agent (the “**Paying Agent**”). Advances under this Note may be made from the Dated Date to but excluding the Commitment Expiration Date, as further described herein. On the date which is 18 months after the

Commitment Expiration Date, this Note shall be subject to mandatory purchase by the City (the “**Term-Out Maturity Date**”) at a purchase price equal to 100% of the principal amount of this Note plus accrued and unpaid interest through the Term-Out Maturity Date together with any other amounts due pursuant to the Agreement. From and after the earlier of the Term-Out Maturity Date and any Termination Event and during the continuance thereof, the interest on this Note shall be calculated on the principal balance from time to time outstanding thereon at the Default Rate.

[The Bank shall give notice to the City on the [Accrual Date] (as defined below) immediately prior to the Quarterly Payment Date provided, however, if such day is not a Business Day, notice shall be given on the immediately following Business Day either by electronic mail or by telecopy (facsimile), of the principal and interest amount owed to the Registered Owner on the Note and such invoice shall reflect interest accrued on the Note to and including the Accrual Date. The interest payment due on each Quarterly Payment Date shall be interest on the Note to and including the Accrual Date immediately preceding the Quarterly Payment Date for the quarterly interest period beginning with the immediately preceding Accrual Date (and in the case of the first interest payment, from the Dated Date) and ending on such Accrual Date.]

For the prompt payment of this Note, with interest thereon as aforesaid, and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the City of Milwaukee, Wisconsin, are hereby irrevocably pledged. This Note was issued pursuant to and in all respects in compliance with the provisions of Chapters 65 and 67, including particularly Section 67.12(12), of the Wisconsin Statutes, and acts supplementary thereto, the Charter of the City of Milwaukee, and resolutions duly adopted by the Common Council of the City.

Authorization. This Note is authorized to be issued by the Common Council of the City (the “**Common Council**”) for its corporate purposes and is issued under and pursuant to the Constitution and laws of the State of Wisconsin under the Constitution of the State of Wisconsin and pursuant to a Resolution adopted by the Common Council on _____, 2016 (the “**Resolution**”). This Note is further issued pursuant to the provisions of a Line of Credit Agreement dated _____, 2016 (the “**Agreement**”) between the City and the Bank. All capitalized words and terms used herein but not defined herein shall have the respective meanings set forth for such words and terms in the Agreement.

Advances. This Note is authorized to be issued in the aggregate principal amount at any time of not to exceed \$_____ to provide funds to finance the City’s short term cash flow needs, all in furtherance of the City’s corporate purposes. This Note evidences a line of credit and Advances under this Note may be requested in writing by a Designated Official of the City in the form attached to the Agreement as Exhibit A-2 and shall be paid as directed pursuant to such request and in accordance with the requirements of the Agreement. The Bank will have no obligation to advance funds on this Note to the City following the occurrence of a Termination Event pursuant to the Agreement. The City may borrow under this Note until the Commitment Expiration Date. The Bank may terminate the Commitment upon the occurrence of a Termination Event. The City acknowledges and agrees that in no event will the Bank be under any obligation to extend or renew the obligation to make Advances under this Note beyond the Commitment Expiration Date. In no event shall the aggregate outstanding principal amount of

Advances made under this Note exceed the face amount of this Note as amended from time to time.

Upon request of the City delivered to the Bank no later than _____ days prior to any requested change, the face amount of this Note may be increased with a corresponding decrease in the face amount of the City's General Obligation Tax-Exempt Note Series 2016A dated the date hereof (the "**Tax-Exempt Note**") or decreased with a corresponding increase in the face amount of the City's Tax-Exempt Note, in each case upon satisfaction of the conditions set forth in the Agreement; provided that in no event shall the face amount of this Note and the Tax-Exempt Note exceed \$150,000,000.

The Bank will enter on its books and records, which entry when made will be presumed correct, the date and amount of each Advance, as well as the date and amount of each payment made by the City.

The City may from time to time during the term of this Note borrow, reborrow and partially or wholly repay its outstanding borrowings, subject to all of the limitations, terms and conditions of this Note, the Agreement and of any other document executed in connection with or governing this Note; provided however, that the total outstanding borrowings under this Note shall not at any time exceed \$_____.

Rates of Interest. Subject to adjustment as described herein, the principal amount outstanding under this Note will bear interest at a rate per annum (calculated on the basis of the actual number of days that principal is outstanding over a year of 360 days equal to the sum of (A) the Adjusted LIBOR Rate plus (B) the Applicable Spread. Notwithstanding the interest rate set forth in the preceding sentence and notwithstanding the Alternate Rate, the Term-Out Rate, and the Default Rate as set forth below, the rate of interest applicable to this Note shall not exceed the Maximum Rate. For the purpose hereof, the following terms shall have the following meanings:

"**Accrual Date**" means the date which is the date immediately preceding each Quarterly Payment Date, regardless of whether or not such date is a Business Day.

"**Adjusted LIBOR Rate**" means, with respect to any Advance for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the quotient of (a) the LIBOR Rate applicable to such Interest Period divided by (b) one minus the Statutory Reserve Rate (expressed as a decimal) applicable to such Interest Period.

"**Applicable Spread**" means initially 71 basis points (0.71%), which Applicable Spread is subject to the maintenance of the current long-term unenhanced ratings assigned by Moody's, Fitch, or S&P to the general obligation Indebtedness of the City. In the event of a change in the long-term unenhanced rating assigned by Moody's, Fitch, or S&P to the general obligation Indebtedness of the City (hereinafter referred to as the "**Rating**"), the Applicable Spread shall be the number of basis points associated with such new long-term unenhanced Rating as set forth in the following table:

	Credit Rating			Taxable Note Applicable Spread
Level	Moody's	Fitch	S&P	
1	Aa2 or higher	AA or higher	AA or higher	71 basis points (0.71%)
2	Aa3	AA-	AA-	81 basis points (0.81%)
3	A1	A+	A+	91 basis points (0.91%)
4	A2	A	A	101 basis points (1.01%)
5	A3	A-	A-	111 basis points (1.11%)
6	Baa1	BBB+	BBB+	121 basis points (1.21%)
7	Baa2 or below	BBB or below	BBB or below	Default Rate

In the event the Rating differs from each of Moody's, Fitch, or S&P, or in the event of a split rating, the lowest Rating shall be used to determine the Applicable Spread. References in this definition to Applicable Spread are to the rating categories as presently determined by Fitch, S&P and Moody's, and in the event of the adoption of any new or changed rating system or a "global" rating scale by any such Rating Agency, the rating categories shall be adjusted accordingly to a new rating which most closely approximates the requirements as set forth herein. Upon and during the continuance of a Termination Event, this Note shall bear interest at the Default Rate.

"**Bank**" means JPMorgan Chase Bank, National Association and its successors and assigns.

"**Business Day**" means any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required to be closed for business in New York, New York, Chicago, Illinois, or Milwaukee, Wisconsin.

"**CB Floating Rate**" means the higher of (i) the Bank's Prime Rate and (ii) the Adjusted LIBOR Rate plus 2.50% on such day (or if such day is not a Business Day, the immediately preceding Business Day). Any change in the CB Floating Rate due to a change in the Prime Rate or the Adjusted LIBOR Rate shall be effective from and including the effective date of such change in the Prime Rate or the Adjusted LIBOR Rate, respectively.

"**Default Rate**" means a rate per annum equal to the CB Floating Rate plus four hundred (400) basis points (4.00%).

"**Effective Federal Funds Rate**" means, for any day, the rate calculated by the Federal Reserve Bank of New York ("NYFRB") based on such day's federal funds transactions by depository institutions (as determined in such manner as the NYFRB shall set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate.

"**LIBOR Rate**" means, with respect to any Advance for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for U.S. Dollars for a period equal in length to such Interest Period as displayed on pages LIBOR01 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or

substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Bank in its reasonable discretion; in each case the “**LIBO Screen Rate**”) at approximately 11:00 a.m. London time, two Business Days prior to the commencement of such Interest Period; provided that, if the LIBOR Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“**Maximum Rate**” means initially the annual rate of twelve percent (12%) provided, however, that if the Effective Federal Funds Rate increases above 2%, the Maximum Rate shall be subject to increase by notice to the City from the Bank to an amount equal to the sum of (a) 12% plus (b) the Effective Federal Funds Rate minus 2% as of the date of such notice as further described in the Agreement.

“**Prime Rate**” shall mean the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers.

“**Quarterly Payment Date**” means the first business day of each January, April, July and October commencing January 2, 2017 and the earlier of the Term-Out Maturity Date or the Maturity Date 1.

“**Statutory Reserve Rate**” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board of Governors of the Federal Reserve System of the United States of America which the Bank is subject with respect to the Adjusted LIBOR Rate, for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board of Governors of the Federal Reserve System). Such reserve percentages shall include those imposed pursuant to such Regulation D. Advances shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to the Bank under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

If the Bank determines (which determination shall be final and conclusive) that, by reason of circumstances affecting the eurodollar market generally, deposits in dollars (in the applicable amounts) are not being offered to banks in the eurodollar market for the selected term, or adequate means do not exist for ascertaining the LIBOR Rate, then the Bank shall give notice thereof to the City. Thereafter, until the Bank notifies the City that the circumstances giving rise to such suspension no longer exist, the interest rate for all amounts outstanding under the Note shall be equal to the CB Floating Rate (the “**Alternate Rate**”).

In addition, if, after the date of this Note, the Bank shall determine (which determination shall be final and conclusive) that any enactment, promulgation or adoption of or any change in

any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Bank to make or maintain or fund loans based on the LIBOR Rate, the Bank shall notify the City. Upon receipt of such notice, until the Bank notifies the City that the circumstances giving rise to such determination no longer apply, the interest rate on all amounts outstanding under the Note shall be the Alternate Rate.

Interest will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. In no event will the rate of interest hereunder exceed the Maximum Rate.

At the Commitment Expiration Date and provided that no Termination Event has occurred and is continuing, interest on the Note shall be automatically adjusted to a per annum rate equal to the CB Floating Rate plus 3.00% (the “**Term-Out Rate**”) payable on each Quarterly Payment Date and on the earlier of the Term-Out Maturity Date (which is the date that is 18 months after the Commitment Expiration Date) or the Maturity Date.

Default Rate. Upon maturity, from and after the Term-Out Maturity Date, upon the occurrence of any Termination Event (as defined in the Agreement) and during the continuance thereof, amounts outstanding under this Note shall bear interest at a rate per annum equal to the Default Rate but not more than the Maximum Rate. The Default Rate shall continue to apply whether or not judgment shall be entered on this Note.

Levy of Ad Valorem Taxes. This Note shall be a direct and general obligation of the City and the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Note. The City has levied ad valorem taxes upon all taxable property in the City for the payment of this Note and the interest thereon, without limitation as to rate or amount.

Prepayment. This Note shall be subject to prepayment prior to maturity on the terms and conditions set forth in the Agreement.

The Registered Owner of this Note shall not be required to surrender this Note in connection with the payment or prepayment of all or any portion of the principal amount hereof.

Other Loan Documents. This Note is issued in connection with the Agreement, as well as the other agreements or documents executed and/or delivered in connection therewith or referred to therein, the terms of which are incorporated herein by reference (as amended, modified or renewed from time to time, the “**Loan Documents**”).

Transfer of Note. This Note may be transferred only by the Note Register in whole but not in part upon surrender hereof to the Note Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Note Registrar. The Registered Owner

shall pay any resulting tax or other governmental charge. The transferee shall be provided a copy of the Agreement prior to any transfer.

Incorporation of Agreement. Reference is made hereby to the Agreement, a conformed copy of which is being held by the Paying Agent for a description of the provisions, among others, with respect to the nature and extent of the rights, duties, and obligations of the City, the Bank, the Note Registrar, the Paying Agent and the Registered Owner of this Note. The Registered Owner of this Note, by acceptance hereof, is deemed to have agreed and consented to the terms and provisions of the Agreement.

A direct annual irrevocable tax has been levied by the City sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal of this Note upon its maturity.

It is hereby certified, noted, and represented that all acts, conditions, and things required to be done, to happen and to exist, precedent to and in the issuance of this Note, in order to make the same legal, valid, and binding obligations of said City, have been done, have happened, and do exist in proper form, time, and manner, as required by law; that the aggregate indebtedness of the City, including this Note and other indebtedness authorized simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin.

IN TESTIMONY WHEREOF, the City of Milwaukee, Wisconsin, has caused this Note to be executed on its behalf by the manual or facsimile signature of its Mayor, and City Clerk, countersigned by the Comptroller under the manual or facsimile seal of said City, this _____ day of _____, 2016.

(SEAL)

ATTEST:

Mayor

City Clerk

Comptroller

(FORM OF ASSIGNMENT)

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

(Please Print or Typewrite Name, Address and Social Security Number
or Taxpayer Identification Number of Transferee)

the within mentioned Note and all rights thereunder, and hereby constitutes and appoints to transfer the within mentioned Note on the books kept for registration thereof, with full power of substitution in the premises. A copy of the Agreement has been provided to the transferee, nominee, or beneficial owner.

Date: _____

NOTICE: No transfer will be registered and no new Note will be issued in the name of the transferee unless the signature(s) to this assignment correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the transferee is supplied.

Signature Guaranteed By:

(Eligible Guarantor Institution)

By: _____
Title: _____

SCHEDULE A

ADVANCES AND PAYMENTS OF PRINCIPAL

<u>Date</u>	<u>Additions to Principal Amount</u>	<u>Principal Amount Paid</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Bank</u>
_____, 20__	\$	\$	\$	
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				

Schedule 1

Incumbency Certificate

I, as Clerk of the City of Milwaukee (the "City") do hereby certify that the below named persons have been duly elected, have been duly qualified, and this day are officers of said City, holding the respective offices below set opposite their names, and that the signatures below set above their names are their genuine signatures:

Martin Matson, Comptroller

Spencer Coggs, Treasurer

In addition, I further certify that, in addition to the above named persons, the below named persons have been authorized to give written direction to transact business and effect draws on the Line of Credit Agreement with JPMorgan Chase Bank, National Association, and with respect to written instructions that the signatures below set above their names are their genuine signatures:

Comptroller

Treasurer

Glen Steinbrecher , Deputy
Comptroller

James Klajbor, Deputy Treasurer

Aycha Sirvanci, Special Deputy

Kerry Urban, Special Deputy

Toni Biscobing, Special Deputy

Any one signature is required for draws on the Line of Credit that are sent to the City as follows: RTN: 075000022, US Bank, BNF: 182380575726, Beneficiary Account Name: City of Milwaukee – Operating Account. For any other transfer of funds or change to the City’s wire instructions, two signatures, one from each office (Comptroller, Treasurer), is required.

WITNESS my hand and the seal of the City this _____ day of _____, 20__.

Clerk

Schedule 2

SIGNATURE CERTIFICATE

We, the undersigned officers of the City of Milwaukee, a municipal corporation of the State of Wisconsin (the “**City**”), hereby certify as follows:

1. On or prior to the date hereof, the Line of Credit Agreement (the “**Line of Credit Agreement**”) dated as of the date hereof between the City and JPMorgan Chase Bank, National Association (the “**Bank**”) was executed in the name of the City by the manual signatures of Tom Barrett, Mayor and James R. Owczarski, City Clerk and was countersigned by Martin Matson, Comptroller, and the General Obligation Tax-Exempt Note Series 2016A in the principal amount of \$_____ dated the date hereof (the “**Tax-Exempt Note**”, and General Obligation Taxable Note, Series 2016B (the “**Taxable Note**” and together with the Tax-Exempt Note, the “**Notes**”) and collectively, with the Line of Credit Agreement, the “**Obligations**”) was executed in the name of the City, under the official seal of the City by the facsimile signatures of Tom Barrett, Mayor, and James R. Owczarski, City Clerk (each of whom did and does hereby adopt his or her facsimile signature) and by the manual signature of Martin Matson, Comptroller.

2. Both on the date of such execution and on the date hereof, the undersigned were and are the duly chosen, qualified and acting officers of the City authorized to execute the Obligations, holding the offices indicated by the official titles set opposite their signatures below and the seal which is impressed upon this certificate and imprinted upon the Obligations is the legally adopted, proper and only official seal of the City.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the City to be hereunto affixed this ____ day of _____, 2016.

[SEAL OF THE CITY]

<u>Signatures</u>	<u>Official Title</u>
_____	City Clerk
_____	Comptroller
_____	Mayor