

ADDENDUM

Addendum to the agreement made the 6th day of January, 1984 (the "Agreement"), by and between the City of Milwaukee, a municipal corporation organized and existing under the laws of the State of Wisconsin and the ordinances of the City of Milwaukee, located at 200 East Wells Street, Milwaukee, Wisconsin 53202 (the "City") and The Bank of New York Trust Company, N.A. (successor to The Chase Manhattan Bank), a national banking association duly organized and existing under the laws of the United States, located at 330 E. Kilbourn Avenue, Suite 809, Milwaukee, Wisconsin 53202 (the "Bank").

Whereas, the City and Bank entered into the Agreement, wherein and whereby the City appointed the Bank as Fiscal Agent pursuant to sec. 67.10(2), Stats.; and

Whereas, Common Council Resolution File No. _____ adopted on _____, 2007, authorizes the Public Debt Commission to sell an amount not to exceed \$210,000,000 in revenue anticipation notes pursuant to sec. 67.12(1), Stats., for the purpose of financing the operating budget of the Milwaukee Public Schools (the "MPS") on an interim basis pending receipt of school State Aid Payments due in June, 2008 (the "Revenue Payment"); and

Whereas, Pursuant to such resolution, the Commissioners of the Public Debt authorized the sale of \$____,000,000 School Revenue Anticipation Notes, Series 2007 M_ for delivery on or about _____, 2007 (the "RANs"); and

Whereas, In conjunction with such sale MPS and the City have irrevocably pledged, as security for the repayment of principal of and interest on the RANs, the Revenue Payment and certain other revenues in the 2007/2008 Budget which have not yet been received by MPS as of the date of the delivery and payment for the RANs and which are not otherwise pledged or applied as of the payment date (the "Pledged Revenues"). The City further covenanted to enter into this Agreement with the Bank under which the City, on or before June 30, 2008, will irrevocably deposit with the Bank cash or direct obligations of the U.S. Government in an amount sufficient, together with earnings thereon, to pay, when due, the principal of and interest on the RANs;

Now, Therefore, In consideration of the mutual promises contained herein, the City and Bank agree as follows:

1. The Bank's fee for services pursuant to this amendment is \$500 as shown in the attached fee schedule.
2. On or before June 30, 2008, the City shall irrevocably deposit with the Bank, from Pledged Revenues, cash and/or securities in an amount sufficient, together with earnings thereon, to pay, when due, the principal of and interest on the RANs.

3. The Bank shall hold the cash and/or securities in trust for the benefit of the holders of the RANs and apply the same to the payment of the principal of and interest on the RANs when due. The Bank may invest cash in direct obligations of the U.S. Government or money market funds invested in the same. Any excess funds held by the Bank, after maturity and payment of the RANs, shall be returned to the City.

4. At the time of the deposit and the purchase of securities, and based upon a certification executed by the City's independent auditors, the City shall execute an acknowledgement that the cash and/or securities, together with earnings thereon, are sufficient to pay, when due, the principal of and interest on the RANs.

In all other respects, the Agreement shall remain in full force and effect.

In Witness Whereof, the City and the Bank have caused this Addendum to be executed this ____ day of _____, 2007.

CITY OF MILWAUKEE:

By: _____
MAYOR

By: _____
CITY CLERK

Approved as to form and execution
this ____ day of _____, 2007.

COUNTERSIGNED:

By: _____
Assistant City Attorney

By: _____
COMPTROLLER

The BANK OF NEW YORK
TRUST COMPANY, N.A., Fiscal Agent

By: _____

RSL:cs
PD-7925baW.doc