

**FIRST AMENDMENT TO
INDENTURE OF TRUST**

between

CITY OF MILWAUKEE, WISCONSIN

and

MARSHALL & ILSLEY TRUST COMPANY N.A.
as Trustee

Dated as of January 1, 2004

\$1,000,000
City of Milwaukee, Wisconsin,
Industrial Development Revenue Bonds, Series 1999
(AMP Properties, LLC Project)

**FIRST AMENDMENT TO
INDENTURE OF TRUST**

This FIRST AMENDMENT TO INDENTURE OF TRUST (the “First Amendment to Indenture”) is made and entered into as of January 1, 2004 by and between the CITY OF MILWAUKEE, WISCONSIN (the “City”), and MARSHALL & ILSLEY TRUST COMPANY N.A. (the Trustee”) (formerly, M&I National Trust Company) for the City of Milwaukee, Wisconsin, \$1,000,000 Industrial Development Revenue Bonds, Series 1999 (AMP Properties, LLC Project) issued on September 21, 1999 (the “Bonds”), and consented to by M&I MARSHALL & ILSLEY BANK (formerly known as M&I Northern Bank) (the “Original Purchaser”) and AMP PROPERTIES, LLC (the “Borrower”).

WHEREAS, to assist the Borrower in financing the Project, the City issued and sold its \$1,000,000 Industrial Development Revenue Bonds, Series 1999 (Accurate Metal Products, Inc. Project) (the “Bonds”) to the Original Purchaser pursuant to the terms and conditions set forth in the Indenture of Trust dated as of September 1, 1999 (the “Indenture”) and a Loan Agreement dated as of November 1, 1999 (the “Loan Agreement”); and

WHEREAS, currently \$910,000 of the Bonds are outstanding; and

WHEREAS, the Borrower and the Original Purchaser now desire to amend the Indenture to modify the formula to determine the interest rate on the Bonds and make certain definitional changes; and

WHEREAS, such amendment will not extend the maturity date of the Bonds; and

WHEREAS, Section 12.02 of the Indenture provides that such amendment shall require the consent of 100% of the Bondholders; and

WHEREAS, the Original Purchaser owns 100% of the outstanding Bonds;

WHEREAS, capitalized terms not otherwise defined in this First Amendment to Indenture shall have the meanings given such terms in the Indenture.

NOW, THEREFORE, the parties hereto agree as follows:

1. The following defined terms in Section 1.01 of the Indenture shall be created or shall be amended and restated to read as follows as follows:

Bank’s Federal Tax Rate shall mean the tax rate at which the Original Purchaser, or any other bank that is the registered Bondowner, would be taxed for federal income tax purposes pursuant to the applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), or any future United States internal revenue or similar laws applicable to such bank, if its taxable income were in the highest tax bracket specified by the Code.

Initial Rate of Interest shall mean a rate of interest per annum equal to 6.50% per annum and shall be applicable for the period from September 21, 1999, the original issue date of the Bonds, through and including December 31, 2003.

First Amended Interest Rate shall mean a rate of interest per annum equal to 4.00% per annum and shall be applicable for the period from January 1, 2004, the original issue date of the Bonds through and including August 31, 2006.

LIBOR/SWAP Rate shall mean the rate of interest per annum determined by the Original Purchaser, or any other bank that is the registered Bondowner, based upon information from the Reuters Screen LIBOR Page (or a comparable service providing such information) on the fifth business day preceding the Reset Date for the applicable Reset Period. The Bank currently uses the Reuters Screen LIBOR Page to provide information with respect to the interbank Eurodollar market, but the Bank may change the service providing such information at any time.

LIBOR/SWAP Rate of Interest shall mean a rate of interest per annum, determined on the applicable Reset Date for the Reset Period selected by the Borrower, calculated as follows: [(LIBOR/SWAP Rate for selected Reset Period + 1.9%) x (1.0 – Bank’s Federal Tax Rate)] + [(LIBOR/SWAP Rate for selected Reset Period) x (Bank’s Federal Tax Rate)].

Reset Date shall mean the date on which the Borrower resets the fixed interest rate on the Bonds based upon the then expiring Reset Period previously chosen by the Borrower which Reset Date shall always be on a September 1. The first Reset Date shall be September 1, 2006.

Reset Period shall mean one or more annual periods of time not to exceed seven years.

2. Section 4.01(a) of the Indenture shall be amended and restated to read as follows:

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

Overdue principal and interest on each Bond shall (to the extent legally enforceable) bear interest at the same rate per annum as was borne by such Bond on the due date of the delinquent payment.

3. The original Bond shall be surrendered and an Amended and Restated Bond shall be issued in the amount of \$1,000,000 the original outstanding amount of the Bonds, in the form set forth as Exhibit A hereto. Exhibit A to the Indenture shall be amended and restated in the form of Exhibit A attached to this First Amendment to Indenture.

4. Except to the extent amended hereby, the restrictions, covenants and agreements contained in

the Indenture shall continue to apply to the Project and shall apply to the Bonds to the same extent as set forth in the Indenture.

5. This First Amended Indenture is effective as of January 1, 2004. Except to the extent supplemented and modified hereby, the Indenture is hereby confirmed, reaffirmed and ratified in all respects.
6. This First Amended Indenture may be executed in two or more counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City has caused this First Amendment to Indenture to be executed in its name and on its behalf by its Mayor, its City Clerk and its Comptroller thereunto duly authorized and its seal to be hereunto affixed, and the Trustee has caused this Indenture to be executed in its name and behalf by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the date first above written.

CITY OF MILWAUKEE, WISCONSIN

By: _____
John O. Norquist,
Mayor

By: _____
Ronald D. Leonhardt,
City Clerk

By: _____
W. Martin Morics,
Comptroller

MARSHALL & ILSLEY TRUST COMPANY N.A.
as Trustee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The undersigned, AMP PROPERTIES, LLC, as Borrower, hereby consents to the above First Amendment to Indenture.

AMP PROPERTIES, LLC

William H. Alverson, Jr., Member

The undersigned, M&I MARSHALL & ILSLEY BANK, (formerly known as M&I Northern Bank), as Original Purchaser and Owner of 100% of the Bonds, hereby consents to the above First Amendment to Indenture.

M&I MARSHALL & ILSLEY BANK

By: _____

By: _____