

## COMMERCIAL PAPER DEALER AGREEMENT

THIS DEALER AGREEMENT (this "Agreement") is entered into as of April 1, 2012 by and between the City of Milwaukee (the "Issuer") and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Dealer").

WHEREAS, the Issuer proposes to issue its Extendable Municipal Commercial Paper Promissory Notes 2012 Program Series C\_\_\_, R\_\_\_ and T\_\_\_ (Taxable) (collectively, the "Notes") under and pursuant to the provisions of the Trust Indenture (the "Trust Indenture"); and

WHEREAS, the Dealer has agreed to act as a Dealer for the Notes and to perform the duties imposed upon the Dealer by the Trust Indenture and this Agreement with respect to the Notes.

NOW, THEREFORE, for and in consideration of the covenants herein made, and subject to the terms and conditions herein set forth, the parties hereto agree as follows:

**Section 1. Definitions.** All capitalized terms not otherwise defined herein shall have the same meaning given to that term in the Trust Indenture or the Issuing and Paying Agent Agreement dated as of April 1, 2012 (the "Issuing and Paying Agent Agreement"), between the Issuer and the Issuing and Paying Agent, as such agreement may be modified, amended or otherwise supplemented from time to time.

**Section 2. Appointment of Dealer; Acceptance.** Subject to the terms and conditions set forth in this Agreement, the Issuer hereby appoints the Dealer as a dealer for the Notes, and Dealer hereby accepts such appointment.

**Section 3. Sale and Purchase of Notes.**

(a) The Dealer and the Issuer agree that any Notes which the Dealer may purchase or for which the Dealer may arrange the sale, will be purchased or sold on the terms and conditions and in the manner provided in this Agreement, the Trust Indenture and the Issuing and Paying Agent Agreement. The Dealer agrees that it shall not purchase or arrange the sale of any Notes following the receipt by it of written notice from the Issuer instructing it not to issue Notes, until such time as such instruction is revoked by written notice from the Issuer.

(b) The Notes shall be issued by the Issuer in an aggregate principal amount not to exceed \$200,000,000 outstanding at any time. No Notes may be outstanding after April \_\_, 2017. Each of the Notes shall (a) be issued in the denomination of \$100,000 or any integral multiple of \$1,000 in excess of \$100,000; (b) have Original Maturities not exceeding 90 days from the date of issue, have Extended Maturity Dates and not exceeding 180 days; (c) not contain any condition of redemption or right to prepay (except with respect to City Notes); (d) bear such interest rates, if interest bearing, or will be sold at such discount from their face amounts, as shall be agreed upon by the Dealer and the Issuer, as set forth in Section 4 below; and (e) not contain any provision for extension, renewal or automatic "rollover." The Notes shall be issued in the ordinary course of the Issuer's business.

**Section 4. Transactions in Notes.**

(a) All transactions in Notes between the Dealer and the Issuer shall be in accordance with the Trust Indenture and the custom and practice in the commercial paper market to the extent such custom and practice is not inconsistent with the Trust Indenture.

(b) As early as possible, but not later than [1:00 p.m.], New York, New York time on the day on which any Notes are to be issued or sold hereunder, the Dealer shall notify the Issuer of the confirmed terms of the final maturities, prices and interest rates at which the Dealer has purchased and/or will arrange the sale of the Notes (as applicable), and the Dealer shall provide the Issuer with any other information required for the Issuer or the Dealer to deliver such Notes. As long as the terms of the Notes conform to the direction from the Issuer in any standing letter of instructions then in effect, the Dealer shall not be required to obtain additional direction or confirmation from the Issuer. In the absence of any standing letter of instructions, the Issuer must confirm the terms of the transactions proposed by the Dealer. Pursuant to Section 6 hereof the Dealer shall only be obligated to purchase or arrange the sale of any Notes when it has agreed to purchase or arrange the sale of such Notes and the Issuer has agreed thereto in accordance with the provisions of this Section 4(b).

(c) Not later than [1:00 p.m.], New York, New York time on the date of each transaction, the Dealer shall (i) confirm each transaction, if any, made with or arranged by Dealer and/or (ii) notify the Issuer and the Issuing and Paying Agent of the difference, if any, between the amount of maturing Notes, together with the interest payment due thereon, and the amount of Notes which the Dealer has arranged to sell or has agreed to purchase (the "Difference"). Such confirmation or notification shall be delivered electronically or by telephone to the Issuer and the Issuing and Paying Agent in the Dealer's customary manner.

(d) The Issuer shall reimburse the Dealer for the Difference, if any, pursuant to the terms and conditions and in the manner provided in the Issuing and Paying Agent Agreement.

**Section 5. Payment and Delivery of the Notes.** The Dealer shall pay for the Notes, if any, purchased by the Dealer or sold by the Dealer in immediately available funds in the manner provided for in the Issuing and Paying Agent Agreement on the Business Day such Notes are delivered to the Dealer. All Notes will be delivered to The Depository Trust Company in accordance with the Issuing and Paying Agent Agreement.

**Section 6. Dealing in Notes by the Dealer; No Obligation to Purchase Notes.** Notwithstanding anything to the contrary contained herein:

(a) The Dealer, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Notes, including, without limitation, any Notes offered and sold by the Dealer pursuant to this Agreement, and may join in any action which any owner of the Notes may be entitled to take with like effect as if it did not act in any capacity hereunder. The Dealer may sell any of the Notes at prices above or below par, at any time. The Dealer, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer and may act as depository, account party, or agent for any committee

or body of owners of the Notes or other obligations of the Issuer as freely as if it did not act in any capacity hereunder.

(b) Nothing in this Agreement shall be deemed to constitute the Dealer as an underwriter of the Notes or to obligate the Dealer to purchase any Notes for its own account at any time.

(c) While the Dealer has and shall have no obligation to purchase the Notes from the Issuer or to arrange any sale of the Notes for the account of the Issuer, the parties hereto agree that in any case where the Dealer purchases Notes from the Issuer, or arranges for the sale of Notes by the Issuer, such Notes will be purchased or sold by the Dealer in reliance on the representations, warranties, covenants and agreements of the Issuer contained herein or made pursuant hereto and on the terms and conditions and in the manner provided herein and in the Trust Indenture and the Issuing and Paying Agent Agreement.

**Section 7. Deliverable Obligations of Issuer.** The Issuer agrees that, on or prior to the date Notes are first issued, the Issuer shall deliver to the Dealer:

(a) A certificate signed by an Authorized City Representative (as defined in the Trust Indenture) (i) setting forth a list of the officers or employees of the Issuer authorized to act on behalf of the Issuer to effect the sale of the Notes (the “Authorized Representatives”) and (ii) certifying as to the incumbency of those Authorized Representatives authorized to sign Notes on the Issuer’s behalf and containing the true signatures of each of such persons. The Dealer may rely upon such authorization until otherwise notified in writing by the Issuer;

(b) An opinion of counsel to the Issuer, Katten Muchin Rosenman LLP (“Note Counsel”), addressed to the Dealer, satisfactory in form and substance to the Dealer;

(c) A copy of the executed Issuing and Paying Agent Agreement, as then in effect;

(d) A copy of the Trust Indenture, the CP Note Resolution, the Refunding Resolution and the PDC Extendable CP Resolution (all as defined in the Trust Indenture), satisfactory in form and substance to the Dealer and certified by an Authorized Representative, authorizing execution and delivery by the Issuer of this Agreement, the Issuing and Paying Agent Agreement, the Notes and the Trust Indenture (collectively, together with any other agreements executed and delivered by the Issuer in connection with the issuance or sale of the Notes, the “Financing Documents”); and

(e) Such other certificates, opinions, letters and documents as the Dealer shall have reasonably requested.

**Section 8. Certain Representations and Warranties of the Issuer.** The Issuer represents and warrants to the Dealer as follows:

(a) The Trust Indenture is in full force and effect and has not been modified or amended since adoption, and accordingly the Issuer has full power and authority to issue the Notes, to enter into, perform and observe the covenants and agreements on its part contained in

the Financing Documents and to carry out and consummate all transactions contemplated hereby and by the other Financing Documents.

(b) The Financing Documents have been duly authorized, executed and delivered by the Issuer. The Financing Documents constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium or other similar laws heretofore or hereafter in effect affecting creditors' rights, to the extent constitutionally applicable.

(c) The Notes have been duly authorized and executed by the Issuer and, when authenticated and delivered by the Issuing and Paying Agent, will constitute valid and binding limited obligations of the Issuer in accordance with their terms, in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium or other similar laws heretofore or hereafter in effect affecting creditors' rights, to the extent constitutionally applicable.

(d) The Offering Memorandum prepared by the Issuer with respect to the Notes (as periodically revised as described below, the "Offering Memorandum") does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) There are no consents, authorization or approvals of, or filings with, any federal or state government authority (other than the Issuer) required in connection with the issuance or sale by the Issuer of the Notes or the performance of its obligations thereunder except as may be required by state securities laws (as to which no representation is made) and those which have already been obtained or made.

(f) The execution, delivery and performance by the Issuer of this Agreement, the Notes, and the Financing Documents have not and will not result in a breach or violation of, conflict with, or constitute a default under any law, regulation, order, judgment, agreement or instrument to which the Issuer is a party or by which the Issuer or any of its property is bound.

(g) Other than as disclosed in the Offering Memorandum, there is no litigation or governmental proceeding pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer which might reasonably be expected to result in a material adverse change in the condition (financial or otherwise), operations or business prospects of the Issuer or the ability of the Issuer to perform its obligations under this Agreement, the Notes, the Issuing and Paying Agent Agreement or the Trust Indenture.

(h) Each delivery of Notes to the Dealer shall be deemed to be accompanied by a representation and warranty by the Issuer, as of the date thereof, that (i) the Notes issued on such date have been duly authorized, issued and delivered and, upon payment therefor, will constitute legal, valid and binding limited obligations of the Issuer in accordance with their terms, and the terms of the Trust Indenture, in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium or other similar laws heretofore or hereafter

in effect affecting creditors' rights, to the extent constitutionally applicable, and (ii) the representations and warranties of the Issuer set forth in this Section 8 are true and correct as if made on such date.

**Section 9. Covenants and Agreements of the Issuer.** The Issuer covenants and agrees that:

(a) The Issuer will give the Dealer notice forthwith of the occurrence of (i) any Event of Default under and as defined in the Trust Indenture or (ii) any event which, with notice or lapse of time or both, could become such an Event of Default.

(b) The Issuer will immediately notify the Dealer, either by written or electronic means, of the occurrence of any event affecting the power of the Issuer to issue Notes, the due authorization and execution of the Notes or the financial condition and affairs of the Issuer or which would otherwise render untrue or misleading in any material respect any material fact in any document pertaining to the Issuer and its affairs which was provided by the Issuer to the Dealer in connection with the issuance, purchase and sale of the Notes.

(c) The Issuer will not permit to become effective any amendment to or modification of the Trust Indenture or the other Financing Documents which could reasonably be expected to adversely affect the interest of the holder of any Notes then Outstanding. The Issuer will give the Dealer notice of any proposed amendment to or modification of the Trust Indenture or the other Financing Documents prior to the effective date thereof.

(d) The Issuer will provide to the Dealer as soon as the same shall be available copies of the Issuer's annual audited financial statements and such additional information concerning the operations and financial condition of the Issuer as the Dealer may from time to time reasonably request.

(e) The Issuer will cooperate with the Dealer and its counsel in any reasonable endeavor to qualify the Notes for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States of America ("U.S.") as the Dealer may reasonably request and will assist, if necessary, in continuing the effectiveness of such qualifications so long as required for the distribution of the Notes. The Issuer agrees and consents to the use of the Offering Memorandum by the Dealer in obtaining such qualifications.

(f) The Issuer will not sell Notes to the Dealer in the event that legal opinions provided by Note Counsel delivered in connection with the initial issuance of the Notes have been withdrawn, adversely modified or retracted.

(g) The Issuer will take all actions within its control necessary to maintain the exclusion of interest on the Series C\_\_ and Series R\_\_ Notes from the gross income of the holders thereof for Federal income tax purposes.

## **Section 10. Offering Memorandum.**

(a) The Issuer will prepare and the Dealer will distribute to investors and potential investors in the Notes the Offering Memorandum containing information about the Issuer.

(b) After the initial issuance of any of the Notes, the Issuer will immediately notify the Dealer by telephone (which shall promptly be confirmed by notice in writing) of (i) the occurrence of any event relating to or affecting the Issuer that would cause the Offering Memorandum then in existence to include an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading or by which any representation or warranty of the Issuer under any of the Financing Documents would become false, (ii) any reduction or written communication by any rating agency that it is considering a possible reduction in any existing rating of the Notes, (iii) any adverse change in the federal income tax treatment of interest on the Notes under the Internal Revenue Code of 1986, as amended, (iv) the need for an opinion of Note Counsel as to the tax status of any Notes, and (v) any Event of Default under and as defined in the Trust Indenture, or any event which, with notice or lapse of time or both, would constitute such an Event of Default. The Offering Memorandum will be updated by the Issuer in conjunction with the initial issuance of each series of Notes or yearly after the Issuer's audited financial statements are released and more often as necessary to reflect any material changes therein.

(c) If, in the opinion of any one of the Dealer, Dealer's counsel or Note Counsel, changes in applicable law require that a disclosure document more formal or extensive than the Offering Memorandum be prepared and distributed, the Issuer agrees to prepare such document, with the assistance of the Dealer, and distribute such document at the Issuer's cost and expense.

(d) In connection with any amendment of the Offering Memorandum relating to Notes issued subsequent to the initial issuance of the Notes, or any amendment thereof, the Issuer agrees to provide, on the date of the issuance and sale of the Notes to which such Offering Memorandum relates, a certificate of an Authorized Representative of the Issuer and an opinion [of \_\_\_\_\_ Counsel] to the effect that the information relating to the Issuer contained in such Offering Memorandum as of the date of such Offering Memorandum did not contain, and on such date of issuance and sale of Notes to which such Offering Memorandum relates, does not contain, any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

## **Section 11. Payment of Fees and Expenses of Dealer.**

(a) For the services to be performed by the Dealer under this Agreement, the Issuer agrees to pay the Dealer during each calendar year a fee equal to [0.05]% of the principal amount of each of the Notes outstanding sold by the Dealer calculated as follows: [0.0005] times the principal amount of the Notes outstanding times the number of days such Notes shall be outstanding, divided by 365 or 366 days (as appropriate); payable quarterly in arrears

commencing on July 1, 2012 and on the first day of each October 1, January 1, April 1 and July 1 thereafter.

(b) The Issuer's obligations under this Section 11 shall survive termination or expiration of the Agreement.

**Section 12. Indemnification and Contribution.** Issuer agrees, to the extent permitted by law, to indemnify and hold harmless the Dealer, any member, officer, director, official, employee, counsel, affiliate, consultant and agent of the Dealer, and each person, if any, who controls the Dealer within the meaning of Section 15 of the Securities Act, against any and all losses, claims, suits, damages, liabilities, penalties or costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (or actions in respect thereof) (each "a Claim") are caused by, arise out of or are based upon:

(a) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Offering Memorandum or caused by, arising out of or based upon any omission or alleged omission from the Offering Memorandum of any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(b) the breach by the Issuer of any agreement, covenant or representation made pursuant to this Agreement.

In case any action shall be brought against any person indemnified pursuant to this Section 12 and in respect of which indemnity may be sought against the Issuer, such person shall promptly notify the Issuer in writing, and the Issuer shall promptly assume the defense thereof, including the employment of counsel, and the payment of all expenses, provided that the Issuer shall have the right to negotiate and consent to settlement and such person shall cooperate with the Issuer in such defense. Such person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such person unless the employment of such counsel has been specifically authorized by the Issuer. The Issuer shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Issuer or if there be a final judgment for the plaintiff in any such action, with or without consent, the Issuer shall indemnify and hold harmless such party from and against any loss or liability by reason of such settlement or judgment.

In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 12 is held to be unavailable or insufficient to hold harmless the Dealer for any Claim, although applicable in accordance with the terms of this Section 12, the Issuer shall contribute to the aggregate costs incurred by the Dealer in connection with any Claim in the proportion of the respective economic interests of the Issuer and the Dealer; provided, however, that such contribution by the Issuer shall be in an amount such that the aggregate costs incurred by the Dealer do not exceed the aggregate of the commissions and fees earned by the Dealer hereunder with respect to the issue or issues of Notes to which such Claim relates. The respective economic interests shall be calculated by reference to the aggregate

proceeds to the Issuer of the Notes issued hereunder and the aggregate commissions and fees earned by the Dealer hereunder for the applicable calendar year.

**Section 13. Termination or Suspension.** In addition to the provisions of Section 14 hereof, the Dealer shall have the right in its sole discretion to immediately terminate its obligations under this Agreement at anytime by notifying the Issuer in writing or by electronic means of its election to do so if:

(a) any one or more of the Issuer's representations and warranties under Section 8 is not true and correct;

(b) the Issuer has breached one or more of its covenants, agreements, or obligations under Sections 8, 9, 10 or 11 hereof;

(c) any information shall have become known, which, at any time, in the Dealer's reasonable opinion, makes untrue, incorrect, incomplete or misleading in any material respect any statement or information contained in the current Offering Memorandum relating to the Notes, as the information contained therein has been supplemented or amended by other information, or causes such Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement or a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading and such information shall not have been corrected or updated as soon as practicable;

(d) the marketability of the Notes or the market price thereof, in the opinion of the Dealer, has been materially adversely affected by an amendment to the Constitution of the U.S. or by any legislation (A) enacted by the Congress of the U.S., (B) enacted by the State of Wisconsin, (C) recommended to the Congress of the U.S. or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the U.S., the Chairman or ranking minority member of the Committee on Finance of the U.S. Senate or the Committee on Ways and Means of the U.S. House of Representatives, the Treasury Department of the U.S. or the Internal Revenue Service, (D) reported for passage to either house of the Congress of the U.S. by any committee of such house to which such legislation has been referred for consideration, or (E) introduced by committee, by amendment or otherwise in either house of the Congress of the U.S. or any committee thereof, or by any decision of any court of competent jurisdiction or by any ruling, regulation (final, temporary or proposed), press release, other form of notice or otherwise on behalf of the Treasury Department of the U.S., the Internal Revenue Service or any other authority of the U.S. or the State of Wisconsin, or any comparable legislative, judicial or administrative development affecting the federal or state tax status of the Issuer, its property or income or the interest on obligations of the general character of the Notes, or the Notes;

(e) legislation shall have been enacted, be proposed or be reported by any committee for passage by either house of the Congress of the U.S., or a decision by a court of competent jurisdiction shall be rendered, or a ruling or regulation (final, proposed or temporary) by or on behalf of the U.S. Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made that, in the opinion of the Dealer, has the

effect of requiring the Notes, any underlying securities or any obligations of the general character of the Notes to be registered under the Securities Act, or requiring any indenture in respect of the Notes to be qualified under the U.S. Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), or otherwise prohibiting the offering and sale of the Notes or obligations of the general character of the Notes;

(f) a stop order, release, regulation or no-action letter by or on behalf of the U.S. Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering or sale of the Notes, including any underlying obligations, or any document relating to the issuance, offering or sale of the Notes is or would be in violation of any provision of the federal securities laws, including, but not limited to, the Securities Act and the Trust Indenture Act;

(g) any governmental authority shall impose, as to the Notes, or obligations of the general character of the Notes, any material restrictions not now in force, or increase materially those now in force;

(h) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or the charge to the net capital requirements of, underwriters established by the New York Stock Exchange, the U.S. Securities and Exchange Commission, any other federal, state or foreign agency or the Congress of the U.S., or any executive order;

(i) [any of the rating agencies then rating the Notes shall either (i) downgrade the ratings assigned to the Notes so that such Notes are not an "Eligible Security" as defined under Rule 2a-7 of the Investment Company Act] or (ii) suspend or withdraw the then current ratings assigned to the Notes;

(j) a general banking moratorium shall have been established by authorities of the federal government or the State of New York or the State of Wisconsin;

(k) a general suspension of, or material limitation in trading shall have occurred on any national securities exchange or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(l) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills bonds or notes the effect of which in the Dealer's judgment makes it impractical to market the Notes or to enforce contracts for the sale of the Notes; or

(m) a war involving the U.S. shall have been declared, or existing conflict involving the armed forces of the U.S. shall have escalated, or a national emergency relating to the effective operation of government or the financial community shall have occurred which, in the Dealer's judgment, makes it impractical or inadvisable to proceed with the solicitation of offers to purchase the Notes.

No such termination or suspension shall affect the rights and obligations of the Dealer which have accrued under this Agreement prior to such termination or suspension.

**Section 14. Resignation and Removal of the Dealer.** The Dealer may at any time resign and be discharged of its duties and obligations hereunder upon providing the Issuer with thirty (30) days' prior written notice. The Dealer may be removed at any time by the Issuer upon thirty (30) days' prior written notice. Upon resignation or removal of the Dealer, the Issuer shall promptly cause the Issuing and Paying Agent to give notice thereof by email to all holders of the Notes and to any rating agency which has assigned a rating to the Notes.

**Section 15. Miscellaneous.**

(a) The representations and warranties of the Issuer contained herein shall survive the delivery of the Notes and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any party hereto.

(b) Except as otherwise provided herein, all notices required under the terms and provisions hereof shall be in writing, given in person, by mail (postage prepaid) or by email, telex or telecopier, and any such notice shall be effective when received at the address specified below for the intended recipient (or at such other address as such recipient may designate from time to time by notice to the other party).

City of Milwaukee

[\_\_\_\_\_]

[\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Telephone: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_]

Email: [\_\_\_\_\_]

Merrill Lynch, Pierce, Fenner  
& Smith Incorporated  
Bank of America Tower  
One Bryant Park  
9th Floor  
New York, New York 10036

Attention: Municipal Money Markets  
Department, Mona Payton  
Telephone: (212) 449-5101  
Facsimile: (646)-736-6960  
Email: dg.temm@baml.com  
[TO BE CONFIRMED]

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the **State of New York**. Any suit, action or legal proceeding in connection with or arising out of this Agreement or the Notes or the offer and sale of the Notes shall be brought solely in the U.S. federal courts located in the **Borough of Manhattan**, or the courts of the State of New York located in the **Borough of Manhattan**. EACH OF THE DEALER AND THE ISSUER WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(d) Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person other than the Issuer and the Dealer any rights, remedies or claims hereunder or by reason hereof or any covenant, condition or stipulation thereof. All covenants, stipulations, promises and agreements herein contained by or on behalf of the Issuer or the Dealer shall be for the sole and exclusive benefit of the Issuer or the Dealer, as appropriate.

(e) This Agreement is not assignable by either party hereto without the written consent of the other party. Notwithstanding the foregoing, with the prior written notice to (but without the consent of) the Issuer, the Dealer may assign or transfer any or all of its rights and obligations as dealer hereunder to any other direct or indirect wholly-owned subsidiary of Bank of America Corporation so long as such subsidiary is otherwise permitted to perform such obligations under all applicable federal and state banking and securities laws, rules and regulations.

(f) The terms of this Agreement shall not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by each of the parties hereto.

(g) This Agreement may be executed in several counterparts, each of which shall be regarded as an original but all of which shall constitute one and the same document.

**[Remainder of page intentionally left blank]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered as of the date hereof.

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date

Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
4 World Financial Center  
11th Floor  
New York, New York 10080  
Attention: Municipal Money Markets,  
Mona Payton, Managing Director  
Phone: 212-449-5101  
Fax: 646-736-6960

Re: City of Milwaukee Extendable Municipal Commercial Paper  
Promissory Notes, 2012 Program Series C \_\_\_, R \_\_\_ and T \_\_\_ (the "Notes")

Dear \_\_\_\_\_:

This letter agreement will serve to confirm the understanding of the parties hereto regarding the instructions and parameters concerning the issuance of Notes. The City of Milwaukee, Wisconsin (the "Issuer") hereby instructs Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Dealer") to arrange for the sale of Notes without any additional confirmation from the Issuer, pursuant to the following terms: (i) the interest rates on the Notes shall be 7.00% or less; (ii) the Notes shall mature up to 180 days after their date of issuance; (iii) the par amount of Notes issued on any day shall not exceed the amount of taxable Notes maturing on such day; and (iv) the taxable Notes may be issued at a discount not to exceed 1%.

These standing instructions shall remain in effect until terminated by either party hereto upon five (5) days notice. If a sale of Notes does not comply with the above parameters, the Dealer shall seek the approval of the Issuer pursuant to the Dealer Agreement, between the Issuer and the Dealer.

If the foregoing is satisfactory, please execute a copy of this letter. This agreement may be executed in counterpart originals.

Very truly yours,

**CITY OF MILWAUKEE**

By: \_\_\_\_\_  
Comptroller

AGREED AND ACCEPTED:

**MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_