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**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION PROMISSORY NOTES OF THE CITY OF MILWAUKEE, WISCONSIN UNDER SECTION 67.12(12), WISCONSIN STATUTES, IN AN AMOUNT OF NOT TO EXCEED ONE HUNDRED TWENTY FIVE MILLION DOLLARS (\$125,000,000) FOR SCHOOL PURPOSES CONSISTING OF PAYING UNFUNDED PRIOR SERVICE LIABILITY CONTRIBUTIONS UNDER THE WISCONSIN RETIREMENT SYSTEM FOR THE BOARD OF SCHOOL DIRECTORS OF THE MILWAUKEE PUBLIC SCHOOLS.**

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## TABLE OF CONTENTS

	<u>Page</u>
SECTION 1.	Approval of Notes .....1
SECTION 2.	Procedure in the Event of Revision of Book-Entry Transfer System - Replacement Notes.....3
SECTION 3.	Redemption .....4
SECTION 4.	Security.....5
SECTION 5.	Execution and Authentication of Notes .....6
SECTION 6.	Payment of Notes; Books of Registry; Exchanges and Transfers of Notes. ....7
SECTION 7.	CUSIP Identification Numbers and ISIN Numbers .....8
SECTION 8.	Form of Notes.....9
SECTION 9.	Sale of Notes .....9
SECTION 10.	Application of Proceeds of Sale of the Notes .....10
SECTION 11.	Effective Date.....10
Appendix A	Form of Current Interest Note.....A-1
Appendix B	Form of Capital Appreciation Interest Note .....B-1

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION PROMISSORY NOTES OF THE CITY OF MILWAUKEE, WISCONSIN UNDER SECTION 67.12(12), WISCONSIN STATUTES, IN AN AMOUNT OF NOT TO EXCEED ONE HUNDRED TWENTY FIVE MILLION DOLLARS (\$125,000,000) FOR SCHOOL PURPOSES CONSISTING OF PAYING UNFUNDED PRIOR SERVICE LIABILITY CONTRIBUTIONS UNDER THE WISCONSIN RETIREMENT SYSTEM FOR THE BOARD OF SCHOOL DIRECTORS OF THE MILWAUKEE PUBLIC SCHOOLS.**

SECTION 1. Approval of Notes. There shall be issued, sold and delivered under the authority of 2003 Wisconsin Act 43, enacted August 11, 2003 and Section 67.12(12), Wisconsin Statutes, an issue of not to exceed One Hundred Twenty-Five Million Dollars (\$125,000,000) principal amount of general obligation promissory notes of the City of Milwaukee, Wisconsin (the "City") to be designated "Taxable General Obligation Promissory Notes, 2003 Series" (the "Notes") for school purposes consisting of paying unfunded prior service liability contributions under the Wisconsin Retirement System for the Board of School Directors of the Milwaukee Public Schools. The Notes shall be numbered from R-1 upwards in order of issuance. The Notes shall be dated as of their date of issuance. The Notes shall be issued as Current Interest Notes and/or Capital Appreciation Notes, as determined by the Commissioners of the Public Debt, shall be in the denominations, in the series, and shall bear interest at the rates, not to exceed 7% per annum, all as determined by the Commissioners of the Public Debt. Such Notes shall mature in serial or term forms, in not to exceed twenty years, on the date and in each of the years and in the amounts as determined by the Commissioners of the Public Debt.

As used herein (i) “Current Interest Notes” shall mean those Notes which, by their terms, have been issued in denominations of \$5,000 principal amount or any integral multiple thereof, bear interest at regular fixed rates, payable semiannually (except that the first interest period with respect thereto may be less than six months but not more than twelve months following their date of issuance); (ii) “Capital Appreciation Notes” shall mean those Notes issued in a Maturity Amount of \$5,000 or any integral multiple thereof, which by their terms accrete interest on a compounded basis payable, together with their principal amount, solely at maturity; (iii) “Maturity Amount” shall mean the Accreted Value of any Capital Appreciation Note on its maturity date and (iv) “Accreted Value” shall mean with respect to any Capital Appreciation Note, as of any date of calculation, the sum of the principal amount thereof and the interest accrued thereon to such date of calculation, compounded from the date of initial issuance at the stated yield to maturity thereof on the interest accrual dates, assuming in any such semi-annual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year comprised of twelve 30-day months.

The Notes shall be issued only in fully registered form without coupons. One Note representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Notes and each such Note shall be immobilized in the custody of DTC. DTC will act as securities depository for the Notes. Individual purchases will be made in book-entry form only. Purchasers will not receive physical delivery of certificates representing their interest in the Notes purchased.

Principal, premium, if any, and interest payments on the Notes will be made by the Comptroller of the City by wire transfer to DTC or its nominee, Cede & Co., as registered

owner of the Notes, which will in turn remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of the Notes. Transfer of principal, premium, if any, and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of the Notes by DTC participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of ownership interests in the Notes will be accomplished by book entries made by DTC and, in turn, by the DTC participants who act on behalf of the indirect participants of DTC and the beneficial owners of the Notes.

The City will not be responsible or liable for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants or for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owner of the Notes.

SECTION 2. Procedure in the Event of Revision of Book-Entry Transfer System - Replacement Notes. The City shall issue Note certificates (the “Replacement Notes”) directly to the participant and/or beneficial owners of the Notes other than DTC, or its nominee as directed by the registered owner of the Notes, but only in the event that:

(a) DTC determines to discontinue providing its services with respect to the Notes at any time by giving notice to the City and discharging its responsibilities; or

(b) the City discontinues use of DTC (or substitute depository or its successor) at any time upon determination by the City that the use of DTC (or substitute depository or its successor) is no longer in the best interests of the City and the beneficial owners of the Notes.

Upon occurrence of the events described in either (a) or (b) above, the City shall attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall execute and deliver Replacement Notes in substantially the forms set forth in Appendices A and B hereto.

Prior to the execution and delivery of Replacement Notes, the City shall notify the beneficial owners of the Notes by mailing an appropriate notice to DTC with instructions to forward such notice to the participant and beneficial owners. Principal of and interest on the Replacement Notes shall be payable by check or draft mailed to each owner of such Replacement Notes at the address of such owner as it appears in the books of registry maintained by the Comptroller of the City. Replacement Notes will be transferable only by presentation and surrender to the Comptroller of the City, together with an assignment duly executed by the owner of the Replacement Note or by his representative in form satisfactory to the Comptroller of the City and containing information required by the Comptroller of the City in order to effect such transfer.

The City may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to an exchange or transfer of a Note, and may charge the person requesting such exchange or transfer a sum or sums which shall be paid as a condition precedent to the exercise of the privilege of making such exchange or transfer.

SECTION 3. Redemption. The Notes are not subject to optional redemption prior to their respective maturities. If any Notes are issued in term form as determined by the Commissioners of the Public Debt, such Notes shall be subject to mandatory redemption in the years and amounts as determined by said Commissioners. If at any time less than all of the

Notes of a given maturity are called for redemption the particular Note or portion thereof shall be redeemed pro rata among the owners thereof.

If any Note (or any portion of the principal amount thereof in installments of \$5,000) shall be called for redemption, notice of the redemption thereof, specifying the date, number and maturity of such Note, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption shall be mailed not less than thirty (30) days prior to the date fixed for redemption by first class mail, postage prepaid, to the registered holder of such Note at his address as it appears on the books of registry kept by the Comptroller of the City for the Notes as of the close of business on the forty-fifth (45th) day preceding the date fixed for redemption. In the case of a Replacement Note, if less than the entire principal amount of such Note is to be redeemed, notice of redemption thereof shall state that such Note must be surrendered in exchange for the principal amount thereof to be redeemed and a new Note or Notes issued equaling in principal amount that portion of the principal amount thereof not to be redeemed. If notice of the redemption of any Note shall have been given as aforesaid, and payment of the principal amount of such Note (or the portion of the principal amount thereof to be redeemed) and of the accrued interest and premium, if any, payable upon such redemption shall have been duly made or provided for, interest on such Note shall cease to accrue from and after the date so specified for redemption thereof. So long as the Notes are in book-entry only form, any notice of redemption will be given only to DTC or its nominee and may be given by facsimile transmission. The City shall not be responsible for providing any beneficial owner of the Notes with notice of redemption.

SECTION 4. Security. A direct annual irrevocable tax shall be levied in each year that the Notes are outstanding, in an amount sufficient to pay and for the express purpose of

paying the interest on the Notes, as it falls due, and also to pay and discharge the principal or Maturity Amount thereof at maturity, and shall be extended upon the tax roll of the City of Milwaukee and shall be collected by the officers of the City in the same manner and at the same time as taxes for general City purposes for such years are extended and collected, and when so collected, the proceeds of said taxes shall be used solely for paying the principal or Maturity Amount and interest on such Notes as long as any Notes of said issue remain outstanding.

Interest on or principal or Maturity Amount of the Notes falling due at any time when there shall be on hand insufficient funds from proceeds of the tax levy for the payment of such interest or principal shall be paid promptly when due from other funds of the City, which funds shall be reimbursed thereof out of the proceeds of the taxes above levied when such taxes shall have been collected.

SECTION 5. Execution and Authentication of Notes. The Notes shall be executed on behalf of the City with the facsimile signatures of the Mayor and Clerk of the City and the Commissioners of the Public Debt and the manual signature of the Comptroller, and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the City. In case any officer of the City whose signature or whose facsimile signature shall appear on the Notes shall cease to be such officer before the delivery of such Notes, such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until such delivery.



SECTION 6. Payment of Notes; Books of Registry; Exchanges and Transfers of Notes.

(a) Payment of Notes. (i) At any time during which the Notes shall be in fully registered form, the interest on the Notes shall be payable by check or draft mailed by the Comptroller of the City to the registered owners of the Notes at their addresses as the same appear on the books of registry as of the fifteenth day of the month preceding such interest payment date and the principal of and premium, if any, on the Notes shall be payable at the principal office of the Comptroller of the City.

(ii) At any time during which the Notes shall be in book-entry form, the principal of and premium, if any, and interest on the Notes shall be payable in accordance with the provisions of Section 1 hereof.

(iii) The principal of and premium, if any, and interest on the Notes shall be payable in such coin or currency of the United States of America as at the respective dates of payment is legal tender for public and private debts.

(b) Books of Registry; Exchanges and Transfers of Notes. (i) At all times during which any Note remains outstanding and unpaid, the Comptroller of the City shall keep or cause to be kept at its principal office, books of registry for the registration, exchange and transfer of the Notes. Upon presentation at the principal office of the Comptroller of the City for such purpose, the Comptroller of the City, under such reasonable regulations as it may prescribe, shall register, exchange, transfer, or cause to be registered, exchanged or transferred, on the books of registry the Notes as herein set forth.

(ii) Any Note may be exchanged at the principal office of the Comptroller of the City for a like aggregate principal amount of such Notes in authorized principal amounts of the same interest rate and maturity.

(iii) Any Note may, in accordance with its terms, be transferred upon the books of registry by the person in whose name it is registered, in person or by his duly authorized agent, upon surrender of such Note to the Comptroller of the City for cancellation, accompanied by a written instrument of transfer duly executed by the registered owner in person or his duly authorized agent, in form satisfactory to the Comptroller of the City.

(iv) All transfers or exchanges pursuant to this Section 6(b) shall be made without expense to the holder of such Notes, except as otherwise herein provided, and except that the Comptroller of the City shall require the payment of the holder of the Note requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange. All Notes surrendered pursuant to this Section 6(b) shall be cancelled.

SECTION 7. CUSIP Identification Numbers and ISIN Numbers. CUSIP identification numbers and ISIN numbers may be printed on the Notes, but neither the failure to print any such number on any Notes, nor any error or omission with respect thereto, shall constitute cause for failure or refusal by the successful bidder for the Notes to accept delivery of and pay for the Notes in accordance with the terms of its proposal to purchase the Notes. No such number shall constitute or be deemed to be a part of any Note or a part of the contract evidenced thereby and no liability shall attach to the City or any of its officers or agents because of or on account of any such number or any use made thereof. "ISIN" number shall mean the

unique number assigned to each Note traded within the Euroclear System and Clearstream Luxembourg, from and after the date upon which such trading commences.

SECTION 8. Form of Notes. The Notes shall be in substantially the forms set forth in Appendices A and B hereto with such necessary or appropriate variations, omissions and insertions as are incidental to their series, numbers, interest rates and maturities or as are otherwise permitted or required by law or this resolution.

SECTION 9. Sale of Notes. The Notes shall be sold at negotiated sale at a price of not less than ninety-eight percent (98%) of the principal amount thereof. The Commissioners of the Public Debt are hereby authorized to negotiate with Lehman Brothers, ABN AMRO Financial Services, Inc., Citigroup Global Markets Inc., Loop Capital Markets, LLC, Melvin Securities, LLC and Morgan Stanley (the "Underwriters") for the purchase of the Notes on the terms most advantageous terms to the City and the Milwaukee Public Schools. The appropriate officers of the City are hereby authorized and directed to execute and deliver to the Underwriters a Note Purchase Agreement substantially in the form presented to and filed with the minutes of the meeting at which this resolution is being adopted and having such terms as shall be determined by the Commissioners of the Public Debt in accordance with the terms of this resolution, together with such changes as shall be approved by the Commissioners, upon the advice of counsel (including the City Attorney and bond counsel), such approval to be conclusively evidenced by his execution thereof.

The Comptroller and other officers of the City are hereby authorized to prepare and disseminate a Preliminary Official Statement and an Official Statement in connection with the issuance and sale of the Notes.

The Continuing Disclosure Certificate, in substantially the form of the draft thereof presented at the meeting of the Council at which this resolution is adopted, and filed with the minutes hereof, and to be dated the date of initial delivery of the Notes, is hereby authorized to be executed and delivered by the Comptroller of the City. The City covenants with the holders from time to time of the Notes that it will, and hereby authorizes the appropriate officers and employees of the City to take all action necessary or appropriate to, comply with and carry out all of the provisions of the Continuing Disclosure Certificate as amended from time to time. Notwithstanding any other provision of this resolution, failure of the City to perform in accordance with the Continuing Disclosure Certificate shall not constitute a default under this resolution and the Continuing Disclosure Certificate may be enforced only as provided therein.

SECTION 10. Application of Proceeds of Sale of the Notes. Proceeds of the sale of the Notes shall be applied as follows:

(a) accrued interest received on the Notes, if any, from their date to the date of delivery of and payment for the Notes shall be applied to the payment of interest on the Notes on the first interest payment date, and

(b) the balance shall be applied to pay unfunded prior service liability contributions under the Wisconsin Retirement System for the Board of School Directors of the Milwaukee Public Schools and to pay the costs of issuance of the Notes.

SECTION 11. Effective Date. This resolution shall take effect upon its adoption.

[FORM OF CURRENT INTEREST NOTE]

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
CITY OF MILWAUKEE  
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE  
2003 SERIES M11

Statement of the value of all the taxable property in the City of Milwaukee according to the last preceding assessment thereof as equalized for State purposes (2003) \$\_\_\_\_\_.

Aggregate principal amount of existing general obligation bonded indebtedness of said City \$\_\_\_\_\_.

Aggregate principal amount of existing general obligation debt other than bonded debt of said City, including this issue \$\_\_\_\_\_.

REGISTERED

REGISTERED

No. R-\_\_\_\_\_

\$\_\_\_\_\_

INTEREST RATE  
%

MATURITY DATE  
April 1, \_\_\_\_\_

CUSIP NO.

ISIN NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Milwaukee, Wisconsin (hereinafter referred to as the "City"), for value received, hereby promises to pay the Registered Owner (named above), or registered assigns, on the Maturity Date (specified above), unless this Note shall have been duly called for previous redemption and payment of the redemption price shall have been duly made or provided for, the Principal Amount (specified above), and to pay interest on such Principal Amount on April 1, 2004 and semiannually on each October 1 and April 1 thereafter until the payment of

such Principal Amount at the Interest Rate (specified above) per annum, by wire transfer or by check or draft mailed by the Comptroller of the City to the Registered Owner in whose name this Note is registered on the books of registry kept and maintained by the Comptroller of the City as of the close of business on the fifteenth day of the calendar month preceding the month in which interest is payable to the address of the Registered Owner as it appears on such books of registry.

The principal of and premium, if any, on this Note are payable upon presentation and surrender hereof at the principal office of the Comptroller of the City. The principal of and premium, if any, and interest on this Note are payable in such coin or currency of the United States of America as at the respective dates of payment is legal tender for public and private debts.

This Note is one of a duly authorized issue of Notes (herein referred to as the "Notes") of the aggregate principal amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) of like date and tenor herewith, except for number, denomination, interest rate, maturity and redemption provisions, and is issued for school purposes consisting of paying unfunded prior service liability contributions under the Wisconsin Retirement System for the Board of School Directors of the Milwaukee Public Schools, under and pursuant to and in full compliance with the Constitution and statutes of the State of Wisconsin, including Chapters 65 and 67, particularly Section 67.12(12) of the Wisconsin Statutes, 2003 Wisconsin Act 43, enacted August 11, 2003, the Charter of the City and resolutions duly adopted by the Common Council of the City and the Commissioners of the Public Debt of the City on \_\_\_\_\_ and \_\_\_\_\_, respectively.

The Notes are not subject to optional redemption prior to their respective maturities.

The Notes maturing on April 1, 20\_\_\_ are subject to mandatory redemption pro rata on April 1 in the years and amounts as follows.

<u>Year</u>	<u>Amount</u>
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The Notes maturing on April 1 20\_\_ are subject to mandatory redemption pro rata on April 1 in the years and amounts as follows

<u>Year</u>	<u>Amount</u>
-------------	---------------

The Notes so called for mandatory redemption shall be redeemed at the principal amount thereof, together with the interest accrued thereon to the date fixed for redemption.

If this Note or any portion of the principal amount hereof shall be called for redemption, notice of the redemption hereof, specifying the date and number of this Note, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption, and if less than the entire principal amount of this Note is to be redeemed, that this Note must be surrendered in exchange for the principal amount hereof to be redeemed and the issuance of a new Note equaling in principal amount that portion of the principal amount hereof not redeemed, shall be mailed not less than thirty (30) days prior to the date fixed for redemption by first class mail, postage prepaid, to the Registered Owner of this Note (or portion hereof to be redeemed). If notice of redemption shall have been given as aforesaid, and payment of the principal amount of this Note (or portion of the principal amount hereof to be redeemed) and of the accrued interest and premium, if any, payable upon such redemption shall have been then made or provided for, interest hereon shall cease from and after the date so specified for the redemption hereof.

Subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Notes, this Note may be exchanged at the office of the Comptroller of the City for a like aggregate principal amount of Notes of other authorized principal amounts and of the issue of which this Note is one. This Note is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Comptroller of the City but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Notes of the issue of which this Note is one, and upon the surrender hereof for cancellation. Upon such transfer a new Note or Notes of authorized denominations and of the same aggregate principal amount of the series of which this Note is one will be issued to the transferee in exchange herefor.

The full faith, credit and resources of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Note as the same become due. A direct annual irrepealable tax shall be levied in each year that the Notes are outstanding, in an amount sufficient to pay and for the express purpose of paying the interest on the Notes, as it falls due, and also to pay and discharge the principal thereof at maturity, and shall be extended upon the tax roll of the City and shall be collected by the officers of the City in the same manner and at the same time as taxes for general City purposes for such years are extended and collected, and when so collected, the proceeds of said taxes shall be used solely for paying the principal and interest on such Notes as long as any Notes of said issue remain outstanding.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note and the issue of which it is one, do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that this Note and the Notes of



the issue of which this Note is one do not exceed any constitutional or statutory limitation of indebtedness; and that the City has levied a direct, annual irrevocable tax sufficient to pay this Note, together with interest thereon, when and as payable.

IN WITNESS WHEREOF, the City, by its Council, has caused this Note to be executed by the facsimile signatures of its Mayor, City Clerk and the manual signature of the Comptroller of the City; the seal of the City or a facsimile thereof to be impressed or imprinted hereon, attested by the facsimile signatures of the Commissioners of the Public Debt; and this Note to be dated as of \_\_\_\_\_, 2003.

[SEAL]

Attest:

CITY OF MILWAUKEE, WISCONSIN

\_\_\_\_\_  
Margaret J. Henningsen  
Commissioners of the  
Public Debt

\_\_\_\_\_  
John O. Norquist  
Mayor

\_\_\_\_\_  
Timothy J. Elverman  
Commissioners of the  
Public Debt

\_\_\_\_\_  
Ronald D. Leonhardt  
City Clerk

\_\_\_\_\_  
Michelle J. Nate  
Commissioners of the  
Public Debt

\_\_\_\_\_  
W. Martin Morics  
Comptroller

SEAL

**(FORM OF ASSIGNMENT)**

For value received, \_\_\_\_\_ hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY  
OR OTHER TAX IDENTIFYING NUMBER  
OF ASSIGNEE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

the within-mentioned Note and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the same on the books of registry of the City kept at the principal office of the Comptroller of the City with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

Registered Owner

Signature Guaranteed: \_\_\_\_\_

NOTE: The signature to this assignment must correspond with the name as written on the face of the within Note in every particular, without alteration, enlargement or any change whatsoever.

Dated: \_\_\_\_\_

[FORM OF CAPITAL APPRECIATION NOTE]

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
CITY OF MILWAUKEE  
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE  
2003 SERIES M10

Statement of the value of all the taxable property in the City of Milwaukee according to the last preceding assessment thereof as equalized for State purposes (2003) \$\_\_\_\_\_.

Aggregate principal amount of existing general obligation bonded indebtedness of said City \$\_\_\_\_\_.

Aggregate principal amount of existing general obligation debt other than bonded debt of said City, including this issue \$\_\_\_\_\_.

REGISTERED

REGISTERED

No. R-\_\_\_\_\_

\$\_\_\_\_\_

MATURITY DATE

CUSIP NO.

ISIN NO.

April 1,

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

COMPOUND ACCRETED VALUE: \_\_\_\_\_ DOLLARS

The City of Milwaukee, Wisconsin (hereinafter referred to as the "City"), for value received, hereby promises to pay the Registered Owner (named above), or registered assigns, on the Maturity Date (specified above), unless this Note shall have been duly called for previous redemption and payment of the redemption price shall have been duly made or provided for, the Principal Amount (specified above), and to pay interest on said Principal Amount from

the date hereof until the payment in full hereof compounded semi-annually on April 1 and October, commencing April 1, 2004, accrued for payment on the Maturity Date (specified above), and having the Compound Accreted Value (specified above).

The principal of and premium, if any, and interest on this Note are payable upon presentation and surrender hereof at the principal office of the Comptroller of the City. The principal of and premium, if any, and interest on this Note are payable in such coin or currency of the United States of America as at the respective dates of payment is legal tender for public and private debts.

This Note is one of a duly authorized issue of Notes (herein referred to as the "Notes") of the aggregate principal amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) of like date and tenor herewith, except for number, denomination, interest rate, maturity and redemption provisions, and is issued for school purposes consisting of paying unfunded prior service liability contributions under the Wisconsin Retirement System for the Board of School Directors of the Milwaukee Public Schools, under and pursuant to and in full compliance with the Constitution and statutes of the State of Wisconsin, including Chapters 65 and 67, particularly Section 67.12(12) of the Wisconsin Statutes, 2003 Wisconsin Act 43, enacted August 11, 2003, the Charter of the City and resolutions duly adopted by the Common Council of the City and the Commissioners of the Public Debt of the City on \_\_\_\_\_ and \_\_\_\_\_, respectively.

The Notes are not subject to optional redemption prior to their respective maturities.

Subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Notes, this Note may be exchanged at the office of the Comptroller

of the City for a like aggregate principal amount of Notes of other authorized principal amounts and of the issue of which this Note is one. This Note is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Comptroller of the City but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Notes of the issue of which this Note is one, and upon the surrender hereof for cancellation. Upon such transfer a new Note or Notes of authorized denominations and of the same aggregate principal amount of the series of which this Note is one will be issued to the transferee in exchange herefor.

The full faith, credit and resources of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Note as the same become due. A direct annual irrepealable tax shall be levied in each year that the Notes are outstanding, in an amount sufficient to pay and for the express purpose of paying the interest on the Notes, as it falls due, and also to pay and discharge the principal thereof at maturity, and shall be extended upon the tax roll of the City and shall be collected by the officers of the City in the same manner and at the same time as taxes for general City purposes for such years are extended and collected, and when so collected, the proceeds of said taxes shall be used solely for paying the principal and interest on such Notes as long as any Notes of said issue remain outstanding.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note and the issue of which it is one, do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that this Note and the Notes of the issue of which this Note is one do not exceed any constitutional or statutory limitation of

indebtedness; and that the City has levied a direct, annual irrevocable tax sufficient to pay this Note, together with interest thereon, when and as payable.

IN WITNESS WHEREOF, the City, by its Council, has caused this Note to be executed by the facsimile signatures of its Mayor, City Clerk and the manual signature of the Comptroller of the City; the seal of the City or a facsimile thereof to be impressed or imprinted hereon, attested by the facsimile signatures of the Commissioners of the Public Debt; and this Note to be dated as of \_\_\_\_\_, 2003.

[SEAL]

Attest:

CITY OF MILWAUKEE, WISCONSIN

\_\_\_\_\_  
Margaret J. Henningsen  
Commissioners of the  
Public Debt

\_\_\_\_\_  
John O. Norquist  
Mayor

\_\_\_\_\_  
Timothy J. Elverman  
Commissioners of the  
Public Debt

\_\_\_\_\_  
Ronald D. Leonhardt  
City Clerk

\_\_\_\_\_  
Michelle J. Nate  
Commissioners of the  
Public Debt

\_\_\_\_\_  
W. Martin Morics  
Comptroller

SEAL



**(FORM OF ASSIGNMENT)**

For value received, \_\_\_\_\_ hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY  
OR OTHER TAX IDENTIFYING NUMBER  
OF ASSIGNEE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

the within-mentioned Note and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the same on the books of registry of the City kept at the principal office of the Comptroller of the City with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

Signature Guaranteed: \_\_\_\_\_

NOTE: The signature to this assignment must correspond with the name as written on the face of the within Note in every particular, without alteration, enlargement or any change whatsoever.

Dated: \_\_\_\_\_