

EXHIBIT A

FEBRUARY 2010

DIRECT PAY LETTER OF CREDIT PROPOSAL

Redevelopment Authority of the City of Milwaukee, Wisconsin

\$16,805,000 Variable Rate Demand Redevelopment Revenue Bonds, Series 2002

(Cathedral Place Parking Facility Project)

STRICTLY PRIVATE AND CONFIDENTIAL

J.P.Morgan

\$16,805,000
Direct Pay Letter of Credit
relating to
Redevelopment Authority of the City of Milwaukee, Wisconsin
Variable Rate Demand Redevelopment Revenue Bonds, Series 2002
(Cathedral Place Parking Facility Project)

All terms and conditions of this Term Sheet are non-binding and subject to credit approval of JPMorgan Chase Bank, N.A. (the "Bank"). This Term Sheet does not constitute a commitment by, or a contractual obligation of the Bank. This Term Sheet is not intended to be exhaustive or all-inclusive, and the final documentation may include additional terms and conditions required by the Bank that are not included in this Term Sheet. This Term Sheet is confidential, and, as such, should not be shared with any other parties besides the Authority, the City (defined below) and the Bank.

SECTION I. DESCRIPTION OF THE BOND ISSUE:

Issuer / Borrower: Redevelopment Authority of the City of Milwaukee, Wisconsin (the "Authority").

Credit Support / Grant Provider: City of Milwaukee, Wisconsin (the "City").

Bonds: Variable Rate Demand Redevelopment Revenue Bonds, Series 2002 (Cathedral Place Parking Facility Project) (the "Bonds").

Principal Amount of the Bonds: \$16,805,000.

SECTION II. CERTAIN AMENDMENTS TO THE REIMBURSEMENT AGREEMENT:

The amendments and structural modifications outlined in this section are reflective of current market conventions, the Bank's updated standard provisions since the Letter of Credit and Reimbursement Agreement dated March 1, 2005 between the Authority and the Bank was executed by the parties and subsequently amended, as well as the security-related terms and conditions recently discussed among the parties in connection with.

Facility Provider: JPMorgan Chase Bank, N.A. (the "Bank").

Facility: Renewal of Direct Pay Letter of Credit and Reimbursement Agreement providing credit enhancement and liquidity support for the Bonds ("LoC" or "Facility").

Facility Amount: \$16,805,000 plus interest coverage (110 days @ 10% maximum rate).

Facility Term: The Bank is prepared to offer the Authority a three (3) year or five (5) year extension term for this Facility. The pricing levels of the Facility Terms are outlined below.

Facility Fee:	Facility Term:	Facility Fee:
	Three (3) Years	120.0 basis points per annum
	Five (5) Years	122.5 basis points per annum

The Facility Fee above assumes that the general obligation bond ratings (without giving effect to any third party credit enhancement) assigned to the City's debt ("Ratings") are at least equal to Aa2 by Moody's, AA by S&P and AA by Fitch at the time of closing.

Pricing Grid:

The Facility Fee rate will increase by 20 bps per annum from and after the date of each rating notch downgrade of the City's Ratings (as defined above) below the Aa2/AA/AA rating category by Moody's, S&P or Fitch, respectively (this includes sign changes and numeric qualifiers). Note that if two or more rating agencies were to downgrade the Ratings assigned to the City within the same equivalent categories, the Bank would not double count these downgrades (i.e. a downgrade by Moody's from Aa2 to A1 and a downgrade by Standard & Poor's from AA to A+ would collectively represent a two notch downgrade). If the Ratings assigned by the rating agencies appear in more than one rating category (i.e. a split rating), the Facility Fee rate will be based on the category that includes the lowest rating.

If at any time an Event of Default shall have occurred and be continuing under the Facility, the Facility Fee rate then in effect shall be immediately increased (without notice to the Authority or the City) by 100 bps per annum for so long as an Event of Default is in effect. In addition, if Moody's, S&P or Fitch shall withdraw or suspend its applicable long-term underlying rating, then in each such case, the Facility Fee rate shall increase automatically and immediately (without notice to the Authority or the City) by an additional 100 bps per annum above the Facility Fee rate in effect immediately prior to such withdrawal or suspension, as the case may be, and shall remain in effect for so long as such withdrawal or suspension, as the case may be, remains in effect.

Termination of Facility and Termination Fee:

In the event that the Authority elects to terminate the Facility prior to its stated expiration date, the Authority will be required to pay a termination fee equal to the Facility Fee which would have accrued from the date of termination through the stated expiration date. The Authority will not be required to pay the termination fee in the event that the Bank's short-term ratings fall below P-1, A-1 or F1, respectively, from Moody's, S&P or Fitch, respectively. All Facility Fees and any other amounts owed to the Bank will be due and payable prior to termination.

Interest on Drawings:

Liquidity Drawings shall bear interest at a rate per annum (the "Bank Rate") equal to (1) for the period from and including the date of such drawing to and including 60 calendar days immediately following the related drawing, the highest of (A) Prime + 1.5% p.a., (B) Fed Funds + 2.0% p.a. and (C) 7.5% p.a. (the "Alternate Base Rate") and (2) from and including the 61st calendar day immediately following the related drawing to and including the 120th calendar day immediately following the related drawing, the Alternate Base Rate + 1% per annum. Additionally, from and after the occurrence of an Event of Default, the Bank Rate shall equal the Default Rate (as defined below).

All Liquidity Drawings are required to be paid in full on or before (i) the 120th day following the date of such Liquidity Draw, (ii) the date that a substitute letter of credit replaces the Facility or (iii) the date that the Facility is permanently reduced to zero or the Facility is otherwise terminated prior to its expiration date. All other drawings (i.e., interest, principal and redemption drawings are payable on the date of the related drawing and, if not paid when due, shall bear interest at the Default Rate (as defined below). The existing Agreement will be modified in accordance with the foregoing and the Term Loan concepts contained in the existing Agreement will be deleted.

Default Interest: Unchanged from the existing Agreement. Default Interest will accrue at the Alternate Base Rate + 3.0% p.a. (the "Default Rate").

Bank Bond CUSIP and Ratings: In connection with the extension, the Bank will require, as a condition precedent to closing, the delivery of a Bank Bond CUSIP number. In addition, the City will be required to obtain at least one rating on Bank Bonds upon request by the Bank following any purchase of Bonds by the Bank under the Facility.

Renewal Provisions: Upon the Bank's receipt of a written request by the Authority for the Bank to extend the expiration date of the Facility, such request being made no earlier than 150 days but not later than 120 days prior to the expiration date, the Bank agrees to advise the Authority within 45 days of receipt of such written request whether or not the Bank will extend the Facility, and, if so, of the proposed terms of the extension (the "Proposal"). The failure of the Bank to deliver the Proposal within such 45 day period shall mean that the Bank has determined not to extend the expiration date. The Bank may or may not, in its sole discretion, extend the Facility.

Documentation: Documentation will include, inter alia, an amendment to the Letter of Credit and Reimbursement Agreement (collectively, the "Agreement") between the Bank and the City (the "Amendment"). The Amendment will include, but not be limited to, the terms and conditions outlined herein as well as certain modifications including, but not limited to, incorporation of terms of bond documents and current and future agreements with respect to parity debt (excluding fees, but including financial covenants, remedies, security and acceleration rights), representation of no sovereign immunity and covenant to waive any such future rights, jurisdiction and venue, set off, waiver of jury trial and full protection against increased costs, taxes and changes in capital adequacy requirements. Please note, however, that it is not the Bank's intention to make changes that would result in the transaction needing to be re-rated by the rating agencies.

Credit Support/ Grants: The City will enter into a credit support agreement, either separately or as an amendment to its existing Cooperation, Contribution, and Development Agreement, in form and substance satisfactory to the Bank in all respects, pursuant to which the City will agree with the Authority and the Bank that the City will be legally obligated to make available grants for the sole purpose of paying any amounts which may become due to the Bank under the Facility or the Agreement. Such

grants will be made available by the City by (i) except as expressly noted in clause (ii), no later than 120 days following the due date of such amounts or (ii) with respect to Liquidity Drawings, by no later than 120 days following the date of the related drawing on the Facility. The City will further agree that it shall, each year during so long as the Facility remains in effect or amounts remain due and payable to the Bank, ensure through its annual budget the continued availability of funds to fund grants to the Authority, directly or through payment to the Bank, in order to allow the Authority to meet its payment obligations under the Facility and the Agreement. In the event that the City fails to provide for the availability of funds in its subsequent year's budget by December 1st of any calendar year while the Facility remains in effect or amounts remain due and payable to the Bank, then the City shall immediately pay to the Bond Trustee (on behalf of the Authority) an amount equal to the amount of the unpaid and outstanding principal amount (plus accrued interest through redemption) of the Bonds and the Authority shall agree to immediately cause such amount to be applied to the redemption in full of the Bonds. The Bank shall further have the right to cause each of the foregoing actions to occur by notice to the City, without prior notice to the Authority, which notice is waived to the fullest extent permitted by law.

Costs and Expenses: All legal fees and disbursements will be for the Authority's account and payable on the date of closing. Legal fees for Winston and Strawn LLP, the Bank's U.S. Counsel, are estimated to be \$25,000 plus disbursements for drafting the Amendment, Letter of Credit renewal notice and credit support documentation.

Credit Approval: This term sheet remains subject to formal credit approval by the Bank. The Bank would reasonably expect to receive credit approval within ten (10) business days of obtaining a mandate from the Authority.

Expiry of Term Sheet: February 25, 2010, unless otherwise extended by JPMorgan.

SECTION III. CONTACT INFORMATION:

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