Buffalo County Resolution

Drafted By:
S. Hansen
Presented Month/Year:
March 2016
Involved Committees:
Finance

County Department:
Administration
Fiscal Impact: YES / NO

AC Approved: YES / NO

RESOLUTION # 16-03-03

A RESOLUTION TO AUTHORIZE ENTRY INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT RELATING TO THE "WISCONSIN INVESTMENT SERIES COOPERATIVE" AND AUTHORIZING PARTICIPATION IN THE INVESTMENT PROGRAMS OF THE FUND

WHEREAS, Wisconsin school districts, technical college districts, cities, villages, counties and towns may invest their monies by Wisconsin Statutes, Section 66.0603(1m); and

WHEREAS, Wisconsin Statutes, Section 66.0301 (the "Intergovernmental Cooperation Act") provides, among other things, that municipalities may contract with other municipalities for joint exercise of any power or duty required or authorized by law, including investment of their monies; and

WHEREAS, the Wisconsin Investment Series Cooperative (formerly known as the Wisconsin School District Liquid Asset Fund) (the "Fund") was formed as of June 23, 1988 pursuant to the Intergovernmental Cooperation Act by the adoption of an Intergovernmental Cooperative Agreement relating to the Wisconsin School District Liquid Asset Fund by Oregon School District and Sheboygan Area School District, as the initial participants of the Fund, which Agreement was amended as of July 15, 1994 and July 12, 2002 (the "Intergovernmental Cooperation Agreement"); and

WHEREAS, the Fund is governed by the Wisconsin Investment Series Cooperative Commission (the "Commission") in accordance with the terms of the Intergovernmental Cooperation Agreement; and

WHEREAS, the Intergovernmental Cooperative agreement has been presented to this governing body (the "Governing Body"); and

WHREAS, the Intergovernmental Cooperation Agreement authorizes municipalities to adopt and enter into the Intergovernmental Cooperation Agreement and become participants of the Fund; and

WHEREAS, this Governing Body deems it to be advisable for this Entity (the "Entity") to adopt and enter into the Intergovernmental Cooperation Agreement and become a participant of the Fund for the purpose of exercising jointly with other municipalities the power to invest their monies, so as to enhance the investment earnings accruing to each; and

WHEREAS, this Governing Body deems it to be advisable for this Entity to make use from time to time, in the discretion of the officials of the Entity identified in Section 2 of this Resolution, of the Fixed Rate Investment Program available to participants of the Fund; and

WHEREAS, this Governing Board deems it advisable for this Entity to make use of, from time to time, the services provided by PMA Financial Network Inc., PMA Securities, Inc., U.S. Bank National Association, and/or their affiliates and successors, in connection with the Entity's utilization of the Fund.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. This Entity shall join with other Wisconsin municipalities in accordance with the Intergovernmental Cooperative Act by becoming a participant of the Fund and adopting and entering into the Intergovernmental Cooperation Agreement. A copy of the Intergovernmental Cooperative Agreement shall be filed in the minutes of the meeting at which this Resolution was adopted. The Chair and the County Clerk are authorized to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry of this Entity into the Intergovernmental Cooperation Agreement and to utilize Fund programs through PMNA Financial Network, Inc., PMA Securities, Inc., U.S. Bank National Association, and/or their affiliates and successors.

Section 2. This Entity is authorized to invest its available monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Intergovernmental Cooperation Agreement, including investment in the fixed-income program of the Fund through the intermediaries PMA Financial Network, Inc. and PMA Securities, Inc. The following officers and officials of this Entity and their respective successors in office each are designated as "Authorized Officials" with full power and authority to effectuate the investment and withdrawal of monies of this Entity from time to time in accordance with the Intergovernmental Cooperation Agreement and pursuant to the Fixed Rate Investment Program available to participants of the Fund:

Marilynn Sheahan, County Treasurer Signature: _____
Cherie Noll, Deputy County Treasurer Signature: _____
Margo Traun, Deputy County Treasurer Signature: _____
Sonya J. Hansen, Administrative Coordinator Signature: _____

The County Clerk shall advise the Commission of any changes in Authorized Officials in accordance with procedures established by the Commission.

Section 3. Members of this Governing Body and officials of this Entity are authorized to serve as Commissioners of the Commission from time to time if selected as pursuant to the provisions of the Intergovernmental Cooperative Agreement.

Section 4. This Entity may open depository accounts, enter into wire transfer agreements, safekeeping agreements, and lockbox agreements, or other applicable or related documents with U.S. Bank National Association, and any other institutions participating in the Fund programs or programs of PMA Financial Network, Inc. and PMA Securities, Inc., pursuant to Wisconsin Statutes, Section 34.05, Wisconsin Statutes, Section 120.12(7)(if applicable) and when directed by one of the Authorized Officials, Wisconsin Statutes, Section 66.0603. PMA Financial Network, Inc. and/or PMA Securities, Inc. are authorized to act on behalf of this Entity as its agent with respect to such accounts and agreements.

Section 5. Credit unions, banks, savings banks, trust companies and savings and loan associations authorized to transact business in the State of Wisconsin, which qualify as depositories under Wisconsin law are included on a list approved and maintained for such purpose by the Administrator of the Fund are designated as depositories of this Entity pursuant to Wisconsin Statutes, Section 120.12(7) (if applicable) and Wisconsin Statutes, Section 34.05.

Monies of this Entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fixed Rate Investment Program available to participants of the Fund through the intermediary PMA Financial Network, Inc.

It is hereby certified that Buffalo County duly adopted this resolution at a duly convened meeting of the Governing Body of the Entity held on the 28th day of March, 2016, and that such Resolution is in full force and effect on this date, and that such resolution has not been modified, amended, or rescinded since it adoption.

Roxann M. Halverson
County Clerk

ATTEST:

Douglas Kane
County Board Chairperson

Respectfully Submitted:

Finance Committee

Douglas Kane
Douglas Kane

Larry Grisen
Larry Grisen

David Eddy

Don Hillert
Don Hillert

Yes - appeared remotely
David Danzinger

ANTICIPATED DIRECT FINANCIAL IMPACT STATEMENT

None

INTERGOVERNMENTAL COOPERATION AGREEMENT RELATING TO THE WISCONSIN INVESTMENT SERIES COOPERATIVE

as amended as of April 23, 2010

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THIS INTERGOVERNMENTAL COOPERATION AGREEMENT made as of the 1st day of June, 1988, by Oregon School District and Sheboygan Area School District as the Initial Participants, amended as of July 15, 1994, July 18, 2008, and July 17, 2009, and further amended as of April 23, 2010.

WITNESSETH:

WHEREAS, Wisconsin Statutes, Section 66.0301 (the "Intergovernmental Cooperation Act") provides, among other things, that municipalities may contract with other municipalities for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the Initial Participants entered into this Intergovernmental Cooperation Agreement (the "Agreement") in order to jointly exercise of their power to invest school district funds, under the provisions of the Intergovernmental Cooperation Act, for the purpose of combining the respective available investment funds not currently needed so as to enhance the investment opportunities available to them and increase the investment earnings accruing to them; and

WHEREAS, this Agreement was entered into by the Initial Participants pursuant to the Intergovernmental Cooperation Act for the purpose of better exercising the Participants' power to invest their respective funds in accordance with the Laws of the State of Wisconsin; and

WHEREAS, the School Board of each of the Initial Participants duly adopted a resolution authorizing the applicable Initial Participant to become a party to, and approved, this Agreement pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the School Board of each of the Initial Participants, by its approval of this Agreement, authorized the investment of funds of such Initial Participant in investments of the nature permitted by Wisconsin Law, as applicable, and in the manner contemplated by this Agreement; and

WHEREAS, to facilitate the joint exercise of the power of the Initial Participants to invest school district funds, it was provided that such funds were to be held in a fund originally named the Wisconsin School District Liquid Asset Fund (the "Fund") managed in accordance with the terms of this Agreement by a commission (the "Commission") established under this Agreement, pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the beneficial interest in the Fund's assets is divided into non-transferable shares of beneficial interest, which are evidenced by a share register maintained by the Commission or its agent; and

WHEREAS, since the approval of this Agreement by the Initial Participants, other School Districts of the State of Wisconsin have become Participants by adopting this Agreement

and thus becoming parties to it and it has been determined to be advantageous to allow other Wisconsin municipalities to become parties to this Agreement and to participate in the Fund;

NOW, THEREFORE, it is hereby declared that all moneys, assets, securities, funds and property now or hereafter acquired by the Commission under this Agreement shall be held and managed for the equal and proportionate benefit of the holders of record from time to time of shares of beneficial interest the Fund, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

The Fund and the Commission

1.1 Name of the Fund and the Commission. The fund created by this Agreement, which was originally known as the Wisconsin School District Liquid Asset Fund, shall be named the "Wisconsin Investment Series Cooperative" (the "Fund"). The Fund shall be governed in accordance with the terms of this Agreement by a commission to be known as the "Wisconsin Investment Series Cooperative Commission" (the "Commission"), which shall consist of Commissioners selected in accordance with Article IX of this Agreement. So far as may be practicable, the Commissioners shall conduct the activities of the Fund and the Commission, execute all documents and sue or be sued under the name of the Commission, which name (and the word "Commission" wherever used in this Agreement, except where the context otherwise requires) shall refer to the Commissioners in their capacity as Commissioners, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants of the Commission or the Participants of the Fund. Should the Commissioners determine that the use of such names for either the Fund or the Commission is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Fund or the Commission as they deem proper, and the Commission may hold property and conduct its activities under such designation or name. The Commissioners shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the Laws of the State of Wisconsin or the United States of America so as to protect and reserve the right of the Commission and the Fund in and to such names.

1.2 Purpose; Only Certain Wisconsin Municipalities to be Participants.

(a) The purpose of the Commission and the Fund is to provide a mechanism through which Municipalities organized under the Laws of the State of Wisconsin may jointly and cooperatively exercise their power to invest their respective available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State of Wisconsin, from time to time in effect, governing the investment of municipal funds. Only Municipalities organized under the Laws of the State of Wisconsin may become Participants. A Municipality may become a party to this Agreement and may place moneys in the Fund only after its Governing Body has duly adopted a resolution, or

taken other applicable official action, authorizing such Municipality to become a Participant of the Fund and adopting this Agreement.

(b) It is not necessary for a Municipality to place any funds in the Fund to become a Participant, and no minimum investment balance must be maintained by a Municipality which has become a Participant in order for such Municipality to continue to be a Participant.

1.3 Location. The Commission shall maintain an office of record in the State of Wisconsin and may maintain such other offices or places of business as the Commissioners may from time to time determine. The initial office of record shall be the office of Lawdock, Inc., 411 East Wisconsin Avenue, Milwaukee, Wisconsin, 53202. The office of record may be changed from time to time by resolution of the Commissioners, and notice of such change of the office of record shall be given to each Participant.

1.4 Nature of the Fund, the Commission and this Agreement.

(a) The Commission shall be a commission created by this Agreement pursuant to the Intergovernmental Cooperation Act. The Commission is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, investment company, joint stock association, joint stock company or common law trust.

(b) The relationship of the Participants to the Commission shall be solely in their capacity as Participants in accordance with the rights conferred upon them hereunder.

(c) This Agreement is an agreement of indefinite term regarding the joint or cooperative exercise of a power common to the parties thereto pursuant to the Intergovernmental Cooperation Act.

1.5 Definitions. As used in this Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Commission under the applicable provisions of Section 3.1 hereof.

"Administration Agreement" shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time.

"Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Commission under the applicable provisions of Section 3.1 hereof.

"Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Agreement" shall mean this Agreement as amended, restated or modified from time to time. References in this Agreement to "Agreement", "hereof", "herein", "hereby" and "hereunder" shall be deemed to refer to the Agreement and shall not be limited to the particular text, article or section in which such words appear.

"Commission" or "Commissioners" shall mean the Persons selected to manage the Fund pursuant to Article IX hereof.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Commission under the applicable provisions of Article XI hereof.

"Custodian Agreement" shall mean the agreement with the Custodian referred to in Section 11.1 hereof as the same may be amended from time to time.

"Employee of a Municipality" or "Municipal Employee" shall mean the chief executive or administrative officer of a Municipality or an official or managerial employee of the Municipality charged with responsibility for financial matters and, in the case of a School District, a school superintendent, a school business official or other managerial employee of a School District charged with responsibility for school finance.

"Fund" shall mean the Wisconsin Investment Series Cooperative.

"Fund Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Fund or the Commission and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the Fund or the Commission.

"Governing Body" shall mean the governing body of a Municipality.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Commission and distributed by the Commission to Participants and potential Participants of the Fund as the same may be amended by the Commission from time to time.

"Initial Participants" shall mean Oregon School District and Sheboygan Area School District which School Districts initially formed the Commission and the Fund by the execution and adoption of this Agreement.

"Intergovernmental Cooperation Act" shall mean Wisconsin Statutes, Section 66.0301.

"Investment Advisory Agreement" shall mean the agreement with the Adviser referred to in Section 3.2 hereof as the same may be amended from time to time.

"Investment Pool Information Certificate" shall mean a statement of the rights, privileges, obligations and other pertinent information with respect to a Portfolio established by the Commissioners pursuant to Paragraph (b) of Section 6.1 hereof.

"Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

"Municipality" shall mean any School District, village, city, county, town or other governmental entity described in Wisconsin Statutes, Section 66.0301(1)(a) which is organized under the laws of the State of Wisconsin and is authorized to invest its funds in the Permitted Investments described in this Agreement, except for cities of the 1st class, 1st class city school districts and counties with a population of over 500,000.

"Participants" shall mean the Initial Participants and the Municipalities which adopt this Agreement pursuant to Section 14.6 hereof.

"Permitted Investments" shall mean the investments referred to in Paragraph (b) of Section 2.2 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof.

"Portfolio" shall mean one of the pools of funds established hereunder by the Commissioners pursuant to Article VI hereof and invested in Permitted Investments for either an indeterminate or a fixed period of time.

"Responsible Person" means a Person with which the Commission is authorized to enter into agreements pursuant to Section 2.2 (b)(iv) hereof.

"School Districts" shall mean common school districts, union high school districts, unified school districts and technical college districts organized under the Laws of the State of Wisconsin.

"Share" shall mean the unit used to denominate and measure the respective pro rata beneficial interests of the Participants in the Fund Property (or any Portfolio of the Fund) as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Article VII hereof.

"State" means the State of Wisconsin.

ARTICLE II

Powers of the Commission

2.1 General. Subject to the rights of the Participants as provided herein, the Commission shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the Fund Property and over the affairs of the Fund to the same extent as if the Commission was the sole and absolute owner of the Fund Property in its own right, and with such powers of delegation as may be permitted by this Agreement. The Commission may do and perform such acts and things as in its sole judgment and discretion are necessary and proper for conducting the affairs of the Fund or promoting the interests of the Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Commission may exercise any power authorized and granted to it by this Agreement. Such powers of the Commission may be exercised without the necessity of any order of, or resort to, any court.

2.2 Permitted Investments. The Commission shall have full and complete power, subject in all respects to Article IV hereof,

(a) to conduct, operate and provide an investment program for the Participants; and

(b) for such consideration as it may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments permitted by Law for the investment of moneys of Municipalities ("Permitted Investments"). As of the date hereof, Permitted Investments consist of the following:

(i) Time deposits in any credit union, bank, savings bank, trust company or savings and loan association which is authorized to transact business in the State if the time deposits mature in not more than three years.

(ii) Bonds or securities issued or guaranteed as to principal and interest by the federal government, or by a commission, board or other instrumentality of the federal government.

(iii) Bonds or securities of any county, city, drainage district, technical college district, village, town or school district of the State.

(iv) Repurchase agreements described in Wisconsin Statutes, Section 66.0603(1m)(d). Such repurchase agreements are financial transactions in which (1) a public depository, as defined in Wisconsin Statutes, Section 34.01(5), agrees to repay funds advanced to it plus interest and (2) the agreement to repay the funds is secured by bonds or securities issued or guaranteed as to principal and interest by the federal government.

(v) Any security which matures or which may be tendered for purchase at the option of the holder within not more than 7 years of the date on which it is acquired, if that security has a rating which is the highest or 2nd highest rating category assigned by Standard & Poor's corporation, Moody's investors service or other similar nationally recognized rating agency or if that security is senior to, or on a parity with, a security of the same issuer which has such a rating.

(vi) Investments which Municipalities are authorized to make pursuant to Chapter 219 of the Wisconsin Statutes.

(vii) Securities of an open-end management investment company or investment trust described in Wisconsin Statutes, Section 66.0603(1m)(a)5. Such securities are securities of an open-end management investment company or investment trust, if the investment company or investment trust does not charge a sales load, if the investment company or investment trust is registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, and if the portfolio of the investment company or investment trust is limited to the following:

(1) Bonds and securities issued by the federal government or a commission, board or other instrumentality of the federal government.

(2) Bonds that are guaranteed as to principal and interest by the federal government or a commission, board or other instrumentality of the federal government.

(3) Repurchase agreements that are fully collateralized by bonds or securities under (1) or (2) above.

In the exercise of its powers, the Commission shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the Fund. Except as otherwise provided in this Agreement, the Commission shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by trustees or other fiduciaries, and it shall have full authority and power to make any and all Permitted Investments within the limitations of this Agreement, that it, in its absolute discretion, shall determine to be advisable and appropriate. The Commissioners shall have no liability for loss with respect to Permitted Investments made within the terms of this Agreement, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Commission shall be permitted only to make Permitted Investments in accordance with Article IV of this Agreement.

2.3 Legal Title.

(a) Legal title to all of the Fund Property shall be vested in the Commission on behalf of the Participants and be held by and transferred to the Commission, except that the Commission shall have full and complete power to cause legal title to any Fund Property to be held, on behalf of the Participants, by or in the name of the Commission, or in the

name of any other Person as nominee, on such terms, in such manner, and with such powers as the Commissioners may determine, so long as in their judgment the interest of the Fund is adequately protected.

(b) No Commissioner shall have any right, title or interest in or to any of the Fund Property, except in his or her capacity as a Commissioner.

2.4 Disposition of Assets. Subject in all respects to Article IV hereof and to the Laws from time to time applicable to Municipalities of the State of Wisconsin, the Commission shall have full and complete power to sell, exchange or otherwise dispose of any and all Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Commission shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the Fund, to give consents and make contracts relating to Fund Property or its use.

2.5 Taxes. The Commission shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Fund or the Commission in connection with the Fund Property or upon or against the Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Commission to be necessary or desirable.

2.6 Rights as Holders of Fund Property. The Commission shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.7 Delegation; Committees. The Commission shall have full and complete power (consistent with its continuing exclusive authority over the management of the Fund, the conduct of its affairs, the duties and obligations of the Commissioners as Commissioners, and the management and disposition of Fund Property), to delegate from time to time to such one or more Commissioners (who may be designated as constituting a committee of the Commissioners as provided in Section 9.9 hereof) or to officers, employees or agents of the Commission (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the Fund, or the name of the Commission or as its attorney or attorneys, or otherwise as the Commission may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Fund.

2.8 Collection. The Commission shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the Commission or the Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Commission or the Fund; (v) to exercise any power of sale held by it, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be a party to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any person which form a part of the Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Commission as the owner or holder of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and (ix) to pay or satisfy any debts or claims upon any evidence that the Commissioners shall deem sufficient.

2.9 Payment of Expenses. The Commission shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Commissioners are necessary or incidental to or proper for carrying out any of the purposes of this Agreement; (ii) to reimburse others for the payment therefor; and (iii) to pay appropriate compensation or fees from the funds of the Fund to Persons with whom the Commission has contracted or transacted business. The Commissioners shall fix the compensation, if any, of all officers and employees of the Commission. The Commissioners shall not be paid compensation for their general services as Commissioners hereunder. The Commissioners may reimburse themselves or any one or more of themselves or any other Person for expenses reasonably incurred by any of them on behalf of the Commission or the Fund. The Commission may allocate such expenses among various Portfolios in such manner and proportion as appropriate in the discretion of the Commission.

2.10 Borrowing and Indebtedness. The Commission shall not have the power to borrow money or incur indebtedness on behalf of the Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in clause (iv) of Section 4.2 of this Agreement, but only if and to the extent permitted by Law.

2.11 Deposits. The Commission shall have full and complete power to deposit, in such manner as may now or hereafter be permitted by Law, any moneys or funds included in the Fund Property, and intended to be used for the payment of expenses of the Fund or the Commission, with any credit union, bank, savings bank, trust company or savings and loan association which is authorized to transact business in the State. Such deposits are to be subject to withdrawal in such manner as the Commission may determine, and the Commissioners shall have no responsibility for any loss which may occur by reason of the failure of the credit union, bank, savings bank, trust company or savings and loan association with which the moneys,

investments, or securities have been deposited. Each such credit union, bank, savings bank, trust company and savings and loan association shall comply, with respect to such deposits, with all applicable requirements of all applicable Laws, including, but not limited to, Laws of the State relating to Municipalities.

2.12 Valuation. The Commission shall have full and complete power to determine in good faith conclusively the value of any of the Fund Property and to revalue the Fund Property.

2.13 Fiscal Year; Accounts. The Commission shall have full and complete power to determine the fiscal year of the Fund and the method of form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Commission pursuant to this Section 2.13, the fiscal year of the Fund shall terminate on March 31 and commence on April 1 of each calendar year. The Commission may establish different fiscal years for the various Portfolios as appropriate in the discretion of the Commission.

2.14 Concerning the Commission and Certain Affiliates.

(a) The Commission may enter into transactions with any Affiliate of the Commission or of the Adviser, the Administrator, or the Custodian or of any Commissioner, officer, director or employee of the Fund or with any Affiliate of an agent of the Commission or of the Adviser, the Administrator, or the Custodian if (i) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Commissioners, including a majority of the Commissioners who are not Affiliates of any Person (other than the Commission) who is a party to the transaction or transactions with the Commission and (ii) such transaction (or type of transaction) is, in the opinion of the Commissioners, on terms fair and reasonable to the Commission, the Fund and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Commissioners have knowledge) with organizations unaffiliated with the Commission or the Fund or with the Person who is a party to the transaction or transactions with the Commission or the Fund.

(b) Except as otherwise provided in this Agreement or in the Laws of the State, in the absence of fraud, a contract, act or other transaction between the Commission and any other Person, or in which the Commission is interested, is valid and no Commissioner, officer, employee or agent of the Commission shall have any liability as a result of entering any such contract, act or transaction even though (i) one or more of the Commissioners, officers, employees or agents of such other Person, or (ii) one or more of the Commissioners, officers, employees, or agents of the Commission, individually or joint with others, is a party or are parties to or directly interested in, or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Commissioners, and the Commissioners authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Commissioners, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is approved by a majority of the Participants.

(c) Any Commissioner or officer, employee, or agent of the Commission may, in his or her personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the Fund, which interests and activities may be similar to those of the Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his or her own account or for the account of such Person. Each Commissioner, officer, employee and agent of the Fund shall be free of any obligation to present to the Commission any investment opportunity which comes to him or her in any capacity other than solely as Commissioner, officer, employee or agent of the Commission, even if such opportunity is of a character which, if presented to the Commission, could be taken by the Commission.

(d) Subject to the provisions of Article III hereof, any Commissioner or officer, employee or agent of the Commission may be interested as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the Commission or the Fund, and may receive compensation from such Person as well as compensation as Commissioner, officer, employee or agent of the Commission or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his or her duties and powers as Commissioner, officer, employee or agent of the Commission.

(e) To the extent that any other provision of this Agreement conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.

(f) Notwithstanding the foregoing provisions of this Section 2.14, the Commission shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Wisconsin concerning conflicts of interest, including, but not limited to, Wisconsin Statutes, Section 946.13, or any other Law limiting the Participants' power to enter into such transaction, and the By-Laws of the Fund may contain provisions more restrictive than those set forth in this Section 2.14.

2.15 Investment Program. The Commissioners shall use their best efforts to obtain through the Adviser or other qualified Persons a continuing and suitable investment program, consistent with the investment policies and objectives of the Fund set forth in Article IV of this Agreement, and the Commissioners shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.7 and Section 3.1 hereof, the Commissioners may delegate functions arising under this Section 2.15 to one or more of their number or to the Adviser.

2.16 Power to Contract, Appoint, Retain and Employ.

(a) Subject to the provisions of Section 2.7 and Section 3.1 hereof with respect to delegation of authority by the Commission, the Commission shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications

and high repute (including one or more of the Commissioners and any corporation, partnership, trust or other entity of which one or more of the Commissioners may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Commission may deem necessary, or desirable for the transaction of the affairs of the Commission, including any Person or Persons who, under the supervision of the Commission, may, among other things: (i) serve as the Commission's investment adviser and consultant in connection with policy decisions made by the Commission; (ii) serve as the Fund's administrator or co-administrators; (iii) furnish reports to the Commission and provide research, economic and statistical data in connection with the Fund's investments; (iv) act as consultants, account ants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Commission to be necessary or desirable; (v) investigate, select, and, on behalf of the Commission, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person; (vii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and (viii) assist in the performance of such ministerial functions necessary in the management of the Fund as may be agreed upon with the Commission.

(b) The manner of employing, engaging, compensating, transferring or discharging any Person as an employee of the Commission shall be subject to Wisconsin Law. For purposes of the preceding sentence, "employee of the Commission" shall not include independent contractors such as the Adviser, the Administrator, the Custodian, counsel or independent accountants and their respective employees.

2.17 Insurance. The Commission shall have full and complete power to purchase and pay for, entirely out of Fund Property, insurance policies insuring the Fund and the Commissioners, officers, employees and agents of the Commission individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the Commission or any such Person as Commissioner, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the Commission would have the power to indemnify such Person against such liability.

2.18 Seal. The Commission shall have full and complete power to adopt and use a seal for the Fund, but, unless otherwise required by the Commission, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the Commission.

2.19 Indemnification. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Commission shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the Commission has dealings, including, without

limitation, the Adviser, the Administrator, and the Custodian, to such extent as the Commission shall determine.

2.20 Remedies. Notwithstanding any provision in this Agreement, when the Commission deems that there is a significant risk that an obligor to the Commission may default or is in default under the terms of any obligation to the Commission, the Commission shall have full and complete power to pursue any remedies permitted by Law which, in its sole judgment, are in the interests of the Commission and the Fund, and the Commission shall have full and complete power to enter into any investment, commitment or obligation of the Commission resulting from the pursuit of such remedies as is necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement. The Commission shall have full and complete power to prepare, publish and distribute an Information Statement regarding the Fund and to amend or supplement the same from time to time.

2.22 Further Powers. The Commission shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as the Commissioners deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Commission and the Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Commission and the Fund made by the Commissioners in good faith shall be conclusive. In construing the provisions of this Agreement, the presumption shall be in favor of a grant of power to the Commission. The Commission shall not be required to obtain any court order to deal with the Fund Property.

2.23 Compliance with Laws. The Commissioners shall at all times exercise all powers granted hereunder in compliance with, and the operations of the Fund shall at all times be conducted in accordance with, the applicable Laws of the State.

2.24 Tax or Revenue Anticipation Borrowing. Notwithstanding the provisions of Section 2.10 or 4.2 or any other provision of this Agreement, the Commission shall have full and complete power to establish a program of tax or revenue anticipation borrowing by Participant Municipalities. They shall have the power to issue such obligations in behalf of the Participants, coordinate the issuance of such obligations by the Participants, to become members of joint powers entities authorized to issue or coordinate the issuance of such obligations, or to enter into contracts or agreements of any nature authorized by Law related to the issuance of such obligations. The assets of the Fund itself shall not be pledged by the Commission to the repayment of any portion of such borrowing. No obligations issued shall constitute a debt of the Commission or the Fund, be payable from or be a charge upon any assets of the Fund, give rise to any pecuniary liability of the Commission or the Fund, or be enforceable against any property of the Commission or the Fund, other than amounts received from participating Municipalities in connection with that anticipation borrowing program which are pledged to the repayment of the borrowing or obligations. The Commission shall have such powers as necessary to conduct or participate in such anticipation borrowing programs as approved by the Commission, including a program of investment of obligation proceeds.

2.25 Portfolio Commissioners. The Commissioners shall have full and complete power (consistent with their continuing exclusive authority over the management of the Fund, the conduct of its affairs, their duties and obligations as Commissioners, and the management and disposition of Fund Property) to, and may, designate one or more of their number to serve as Commissioners assigned to (i) the official custodianship of the Fund Property allocated to a particular Portfolio and (ii) the supervision of the activities of the Fund related to a particular Portfolio, all as more fully set forth in Article VI hereof.

ARTICLE III

The Investment Adviser and the Administrator

3.1 Appointment. The Commission is responsible for the general investment policy and program of the Fund and for the general supervision and administration of the business and affairs of the Fund conducted by the officers, agents, employees, investment advisers, administrators, or independent contractors of the Commission. However, the Commissioners are not required personally to conduct all of the routine business of the Fund and, consistent with its ultimate responsibility as stated herein, the Commission may appoint, employ or contract with the Adviser as an investment adviser to the Commission, and the Administrator as an administrator for the Fund and may grant or delegate such authority to the Adviser and the Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person the services of whom are obtained by the Adviser or the Administrator, as the Commission may, in its sole discretion, deem to be necessary or desirable, for the efficient management of the Fund, without regard to whether such authority is normally granted or delegated by trustees or other fiduciaries. The Commission may appoint one or more persons to serve jointly as Co-Advisers and one or more persons to serve jointly as Co-Administrators. The same person may serve simultaneously as the Administrator and as the Adviser, but no person serving as the Administrator or as the Adviser may serve as the Custodian; provided that the same person may serve simultaneously as the Adviser and Custodian if an unrelated person is serving as the Sub-Adviser of the Fund.

3.2 Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the Commission and the Adviser. Such duties may be modified by the Commission, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Commission may authorize the Adviser to effect purchases, sales, or exchanges of Fund Property on behalf of the Commission or may authorize any officer, employee, or agent of the Commission to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Commission. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by the Commission. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Commission on sixty (60) days written notice to the Adviser.

3.3 Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the Commission and

the Administrator. Such duties may be modified by the Commission, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Commission on sixty (60) days written notice to the Administrator.

3.4 Successors. In the event that, at any time, the position of Adviser or of Administrator shall become vacant for any reason, the Commission may appoint, employ or contract with a successor Adviser or Administrator.

ARTICLE IV

Investments

4.1 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Commission shall be to provide to the Participants of the Fund the highest possible investment yield, while maintaining liquidity and preserving capital by investing in Permitted Investments in accordance with applicable provisions of Law, as may be set forth more fully in the Fund's Information Statement, as the same may be amended from time to time and as set forth in any applicable Investment Pool Information Certificate.

4.2 Restrictions Fundamental to the Fund. Notwithstanding anything in this Agreement which may be deemed to authorize the contrary, the Fund:

(i) May not make any investment other than investments authorized by the provisions of Law applicable to the investment of funds by the Participants, as the same may be amended from time to time;

(ii) May not purchase any Permitted Investment which has a maturity date more than one year from the date of the Commission's purchase thereof, unless subject, at the time of such purchase by the Commission, to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the Fund within one (1) year; provided, however, that (a) this restriction is not applicable to the OPEB Series and (b) the Commission may, in its discretion, by an action set forth in the applicable Investment Pool Information Certificate, waive such one year limitation with respect to any one or more Portfolios other than the Cash Management Series;

(iii) May not purchase any Permitted Investment if the effect of such purchase would be to make the average dollar weighted maturity of the Cash Management Series to exceed ninety (90) days or to make the average dollar weighted maturity of any other Portfolio greater than that which was designated by the Commission as the intended average dollar weighted maturity of the Portfolio to which the purchase of such Permitted Investment relates; provided, however, that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (ii) shall be deemed

to mature on the day on which the Commission is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the Commission may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(iv) May not borrow money or incur indebtedness except to facilitate as a temporary measure:

(a) withdrawal requests which might otherwise require unscheduled dispositions of Portfolio investments;

(b) for a period not to exceed one business day, withdrawal requests pending receipt of collected funds from investments sold on the date of the withdrawal requests or withdrawal requests from Participants who have notified the Commission of their intention to deposit funds in their accounts on the date of the withdrawal requests; or

(c) for a period not to exceed one business day, the purchase of Permitted Investments pending receipt of collected funds from Participants who have notified the Commission of their intention to deposit funds in their accounts on the date of the purchase of the Permitted Investments;

(v) May not make loans, provided that the Commission may make Permitted Investments;

(vi) May not hold any Fund Property in a manner not authorized by Law or provide for the custody of any Fund Property by any institution or Person not authorized by Law to hold property such as the Fund Property;

(vii) May not purchase securities or shares of investment companies or any entities similar to the Fund, except (1) for securities of open-end investment companies or investment trusts described in Wisconsin Statutes, Section 66.0603(1m), as provided in Section 2.2(b)(vii) hereof or (2) as permitted by Section 2.2(v), hereof; and

(viii) May not pledge assets except to secure indebtedness permitted by (iv) of this Section 4.2; however in the case of indebtedness incurred under Section 4.2(iv)(b) or (c) hereof, it may pledge assets only to the extent of the actual funds in the account of a Participant on whose behalf the permitted indebtedness was incurred plus an amount equal to that amount which that Participant has notified the Commission that it intends to deposit in its account on that date.

4.3 Amendment of Restrictions. The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Commission so as to make them more restrictive when necessary to conform the investment program and activities of the Fund to the Laws of the State of Wisconsin and the United States of America as they may from time to time be amended.

4.4 Portfolios. The Fund shall consist of several specialized investment Portfolios of Permitted Investments which it is anticipated will consist of four types. The first type of Portfolio will be invested in short-term money market instruments (the "Cash Management Series"). The second type of Portfolio also will be invested in short-term money market instruments, but will have the investment objective of offering a higher rate of return with less liquidity than the Cash Management Series (the "Investment Series"). The third type of Portfolio (the "OPEB Series") will have the objective of providing an appropriate vehicle for investment funds held by Participants (or in trusts established by Participants) to provide for payment for the Participants' liability for other post-employment benefits, and shall be invested in longer term instruments. The fourth type of Portfolio will consist of one or more investment pools which will be invested in fixed-term instruments such as certificates of deposit (a "fixed-term Portfolio"). The Commission shall determine when and what type of Portfolios shall be available to Participants. Subject to the requirement that all Participants must participate in the Cash Management Series, a Participant may participate in as few or as many Portfolios as it chooses. All Fund investments in all Portfolios are restricted to Permitted Investments.

ARTICLE V

Limitations of Liability

5.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with Fund Property or the affairs of the Commission or the Fund; and no Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with Fund Property or the affairs of the Commission or the Fund, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the Fund and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of Fund Property to those permitted by Law and this Agreement; and all such other Persons shall look solely to the Fund Property for satisfaction of claims of any nature arising in connection with the affairs of the Commission or the Fund. If any Commissioner, officer, employee or agent of the Commission (including, without limitation, the Adviser, the Administrator and the Custodian) or any Participant of the Fund, as such, of the Commission is made a party to any suit or proceedings to assert or enforce any such liability, he shall not on account thereof be held to any personal liability.

5.2 Liability to the Fund or to the Participants. No Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission shall be liable to the Commission or the Fund or to any Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission or any Participant of the Fund for any action or failure to act (including, without limitation, the failure to compel in any way any former

or acting Commissioner to redress any breach of his duties hereunder) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of Fund Property to those permitted by Law and this Agreement; provided, however, that the provisions of this Section 5.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission with respect to breaches by it of a contract between it and the Commission.

5.3 Indemnification.

(a) The Commission shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Commission to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

(b) The Commission shall indemnify each of its Commissioners and officers, employees and agents (including, without limitation, the Adviser, the Administrator and the Custodian) designated by the Commission to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the Commission or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian), except as to any matter as to which he shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence or, in the case of the Adviser or the Administrator, in willful or negligent violation of the restrictions on investments of the Fund Property; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission with respect to breaches by it of a contract between it and the Commission; and further provided, however, that as to any matter disposed of by a compromise payment by such Commissioner, officer, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the Commission shall have received a written opinion from independent counsel approved by the Commission to the effect that if the foregoing matters had been adjudicated, the defenses that could have been presented on behalf of such Commissioner, officer, employee or agent were meritorious. The rights accruing to any Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) under the provisions of this

paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Commissioner, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Commission may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Commissioner, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) shall have given a written undertaking to reimburse the Commission in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, the Adviser, the Administrator, a Commissioner, an officer, an employee or an agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Commission in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.7 hereof shall not, for the purpose of this Agreement (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

5.4 Surety Bonds. No Commissioner shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

5.5 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Commission or any officer, employee or agent of the Commission shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Commission or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Commission or of such officer, employee or agent.

5.6 Recitals. Any written instrument creating an obligation of the Commission shall be conclusively taken to have been executed by a Commissioner or an officer, employee or agent of the Commission only in his capacity as a Commissioner under this Agreement or in his capacity as an officer, employee or agent of the Commission. Any written instrument creating an obligation of the Commission shall refer to this Agreement and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Commissioners, officers, employees or agents of the Fund, or of any of the Participants of the Fund, and that only the Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Commissioners, officers, employees or agents of the Commission or on any of the Participants of the Fund.

5.7 Reliance on Experts, Etc. Each Commissioner and each officer of the Commission shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon

the books of account or other records of the Commission or the Fund, upon an opinion of counsel or upon reports made to the Commission by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Commission or officers of the Commission.

5.8 Liability Insurance. The Commission shall, at all times, maintain insurance for the protection of the Fund Property, and the Commissioners, officers, employees and agents of the Commission and the Participants of the Fund in such amount as the Commission shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

5.9 No Waiver. Nothing in this Agreement shall be construed as constituting the waiver of any immunity from liability available to the Commission or the Commissioners, officers, employees or agents of the Commission or the Participants of the Fund pursuant to any applicable provision of Law.

ARTICLE VI

Interests of Participants

6.1 General.

(a) The beneficial interest of the Participants hereunder in the Fund Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Fund or the Fund Property, except to the extent, if any, set forth in this Agreement or in an applicable Investment Pool Information Certificate. Title to the Fund Property of every description and the right to conduct any affairs hereinbefore described are vested in the Commission (and in the Commissioners of any Portfolio in accordance with Section 2.25 hereof) on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Fund nor can they be called upon to share or assume any losses of the Fund or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as provided in Section 10.2 hereof.

The Commission, in its discretion, from time to time, may authorize the division of Shares into two or more series, or the establishment of two or more series of Shares, each such Series relating to a separate Portfolio of investments. All references to Shares in this Agreement shall be deemed to be Shares of any one series, any one or more series, or all series as the context may require.

(b) If the Commission shall determine to establish separate Portfolios of investments or divide the Shares into two or more series, the following provisions shall be applicable.

(i) Pursuant to Section 2.25 hereof, the Commission may designate one or more of the Commissioners to serve as the Commissioners assigned to each particular Portfolio.

(ii) The number of Shares of each series that may be used to measure the respective beneficial interests of the Participants in the particular Portfolio of investments to which such series relates shall be unlimited.

(iii) Unless otherwise provided in an applicable Investment Pool Information Certificate, all Shares of a series shall be of one class representing equal distribution, liquidation and other rights.

(iv) The Commission (or, if so provided in the Investment Pool Information Certificate, the Commissioners assigned to such Portfolio) shall have the power to invest and reinvest the Fund Property applicable to each such Portfolio in accordance with the investment policies and restrictions set forth in this Agreement, by Bylaws, or otherwise. The Commission may establish more restrictive investment policies and restrictions for any particular Portfolio.

(v) All funds received by the Fund from a Participant with respect to a particular Portfolio, together with all assets in which such funds are invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and (except to the extent otherwise determined by the Commission pursuant to Section 10.4 hereof) any funds or payments derived from any reinvestment of such proceeds in whatever form the same may be, shall irrevocably belong to that Portfolio for all purposes, subject only to the rights of creditors, and shall be so recorded upon the books of account of the Fund. In the event that there are any assets, income, earnings, profits, proceeds, funds, or payments which are not readily identifiable as belonging to any particular Portfolio, the Commission shall allocate them among any one or more of the Portfolios established and designated from time to time in such manner and on such basis as it, in its sole discretion, deems fair and equitable. Each such allocation by the Commission shall be conclusive and binding upon the Participants of all Portfolios for all purposes.

(vi) The assets belonging to each particular Portfolio shall be charged with the liabilities of the Fund in respect of that Portfolio and all expenses, costs, charges and reserves attributable to that Portfolio in such

manner and on such basis as the Commission in its sole discretion deems fair and equitable. Any general liabilities, expenses, costs, charges or reserves of the Fund which are not readily identifiable as attributable to any particular Portfolio shall be allocated and charged by the Commission to and among any one or more of the Portfolios established and designated from time to time in such manner and on such basis as the Commission in its sole discretion deems fair and equitable. Each allocation of liabilities, expenses, costs, charges and reserves by the Commission shall be conclusive and binding upon the Participants of all Portfolios for all purposes. The Commission shall have full discretion to determine which asset items will be treated as income and which as funds placed in the Fund by Participants and each such determination and allocation shall be conclusive and binding upon the Participants of all Portfolios.

(vii) The net income of the Fund shall be determined separately for each Portfolio and shall be credited to the respective Share account of the Participants in each such Portfolio in accordance with the provisions of Article X hereof.

(viii) The Investment Pool Information Certificate adopted by the Commission with respect to a Portfolio may provide that the Shares (or series of Shares) applicable to such Portfolio shall only relate to a particular Participant or shall relate to all Participants or otherwise provide for a limitation on the number and identity of the Participants to which the Shares (or such series of Shares) of such Portfolio shall relate.

(ix) The Investment Pool Information Certificate adopted by the Commission with respect to a Portfolio may provide that such Portfolio shall be established on a particular date and be terminated on a particular date.

(x) The Investment Pool Information Certificate adopted by the Commission with respect to a particular Portfolio may provide for limitations of time or otherwise with respect to the ability of the Participants participating in such Portfolio to withdraw funds relating to the Shares (or series of Shares) of such Portfolio from the Fund.

(xi) To effect the division of the Shares into one or more series or to establish a Portfolio, the Commission shall authorize and adopt an Investment Pool Information Certificate for each such series or Portfolio. Such Investment Pool Information Certificate shall become effective when (a) executed (i) by any two of the Chairman, the Vice Chairman, the Treasurer and the Secretary of the Commission or (ii) by such other Commissioners or officers of the Commission as shall be determined by the Commission and (b) recorded in the records of the Fund. Any such Investment Pool Information Certificate may be filed or recorded pursuant

to Article XII of this Agreement, but no such recording or filing shall be a condition precedent to the effectiveness of such Investment Pool Information Certificate or the actions taken or reflected therein. No Investment Pool Information Certificate shall be, or shall be deemed to be, an amendment of this Agreement within the meaning of Article XIII of this Agreement. It shall not be necessary for each Participant to be advised of the adoption of any Investment Pool Information Certificate prior to its effectiveness, but the Commission shall take, or shall cause to be taken, such measures as are reasonably intended to notify the Participants on at least a quarterly basis of the authorization and adoption by the Commission of any Investment Pool Information Certificate during the preceding quarter.

(xii) A copy of the Investment Pool Information Certificate relating to a particular Portfolio shall be provided to each Participant participating in such Portfolio and to each Commissioner assigned to such Portfolio pursuant to Section 2.25 and Section 6.1(b)(i) hereof.

(xiii) An Investment Pool Information Certificate authorized and adopted by the Commission pursuant to this Article VI shall be in substantially the following form, with the Commission being hereby authorized to make such changes in the form set forth in this Subsection (xiii) as may be necessary from time to time to conform to, or accommodate, changes in Law or the circumstances applicable or pertaining to a particular Portfolio:

_____ Fund

Wisconsin Investment Series Cooperative Investment Pool Information Certificate

The Commission of the Wisconsin Investment Series Cooperative (the "Fund"), by action taken by it on the _____ day of _____, _____, pursuant to the authority vested in it by the Participants of the Fund in accordance with the Intergovernmental Cooperation Agreement creating the Fund does hereby adopt this Investment Pool Information Certificate authorizing and establishing a Portfolio (and/or a series of Shares) of the Fund.

The terms of such Portfolio (the "Portfolio") shall be as follows:

1. Nomenclature. The Portfolio shall be known and referred to as _____.

2. Date of Establishment. The Portfolio shall be established as of _____.

3. Duration. The duration of the Portfolio shall be _____.

4. Participants. The Participant or Participants which are eligible to participate in the Portfolio (the "Portfolio Participants") are _____.

5. Investments. The nature of the investments in which funds of the Portfolio Participant or Participants placed in the Fund with respect to the Portfolio may be invested is _____.

6. Commissioners and Custodians. The Commissioners of the Fund designated as the Commissioners assigned to the Portfolio are _____.

7. Average Weighted Maturity. In accordance with Section 4.2(iii) of the Intergovernmental Cooperation Agreement relating to the Fund, the average dollar weighted maturity of the Portfolio is intended to be no greater than _____.

8. Net Asset Value. The method of determining the net asset value of the Portfolio is _____.

9. Other Terms. (Insert a description of any other terms applicable to the Portfolio.)

10. Intergovernmental Cooperation Agreement. To the extent not specifically set forth in this Investment Pool Information Certificate, the terms of the Portfolio and the rights of the Portfolio Participants shall be governed by the Intergovernmental Cooperation Agreement of which this Investment Pool Information Certificate is deemed to be an integral part.

11. Definitions. Terms and phrases not otherwise defined in this Investment Pool Information Certificate shall have the definitions given to them in the Intergovernmental Cooperation Agreement.

IN WITNESS WHEREOF, the Commission of the Fund has caused this Investment Pool Information Certificate to be executed by the undersigned officers of the Fund, such officers having been thereunto duly authorized.

_____
Wisconsin Investment Series Cooperative

Attest:
[Seal]

_____ _____

Authorized Signatory Authorized Signatory

(xiv) The Commission shall have the power to designate one or more Portfolios in which all Participants shall be required to participate.

(xv) The provisions of the Investment Pool Information Certificate of a Portfolio may be amended by action of the Commission for the purposes of curing any ambiguity or supplying any omission or curing or correcting any defect or inconsistent provision in the Investment Pool Information Certificate or to insert such provisions clarifying matters or questions arising under the Investment Pool Information Certificate as are necessary or desirable and are not contrary to or inconsistent with the Investment Pool Information Certificate theretofore in effect. The Participants participating in the Portfolio to which the amendment relates shall be given notice thereof.

6.2 Allocation of Shares.

(a) The Commission shall credit a Participant with additional Shares upon receipt of funds (including, without limitation, income from the investment of Fund Property) for the account of such Participant, based on the net asset value per Share as determined pursuant to Section 10.1 hereof. In connection with any allocation of Shares, the Commission may allocate fractional Shares. The Commission may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.2 hereof. Shares shall be allocated and reduced in number as whole Shares and/or one hundredths (1/100ths) of a Share or multiples thereof.

(b) Shares may be allocated only to a Municipality which has become a Participant of the Fund in accordance with Section 1.2 hereof. Each Participant may establish more than one account within the Fund for such Participant's convenience.

(c) The minimum amount of funds which may be placed in the Fund by a Participant at any one time shall be as determined by the Commission from time to time. Unless otherwise determined by the Commission pursuant to this paragraph (c) of this Section 6.2, the minimum amount of funds which may be placed in the Fund by a Participant at any one time shall be One Dollar ($1.00).

6.3 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the Commission pursuant to Section 7.1 hereof, and the Commission shall not be required to issue certificates as evidence of Share allocation.

6.4 Reduction in Number of Shares to Maintain Constant Net Asset Value. The Shares of one or more Portfolios of the Fund shall be subject to reduction in number pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.2 hereof in order to maintain the constant net asset value per Share.

6.5 Withdrawals. Funds may be withdrawn from the Fund at the option of a Participant, upon and subject to the terms and conditions provided in this Agreement. The Commission shall, upon application of any Participant, promptly pay to such Participant the amount requested and shall reduce the number of Shares allocated to such Participant to the number of Shares which shall reflect such Participant's proportionate interest in the net assets of the Fund after such withdrawal of funds. The procedures for effecting a withdrawal shall be as adopted by the Commission and as set forth in the Information Statement of the Fund, as the same may be amended from time to time or in an applicable Investment Pool Information Certificate; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Fund; provided further, however, that the Commission shall have the power to provide for withdrawal procedures relating to any particular Portfolio which are consistent with the purpose and intent of this Agreement and the terms and provisions of the Investment Pool Information Certificate applicable to such Portfolio and such procedures may, inter alia, establish periods during which funds relating to Shares of such Portfolio may not be withdrawn from the Fund.

6.6 Suspension of Right of Withdrawal; Postponement of Payment. Each Participant, by its adoption of this Agreement, agrees that the Commission may, without the necessity of a formal meeting of the Commissioners, temporarily suspend the right of withdrawal or postpone the date of payment pursuant to withdrawal requests for all Portfolios or any one or more Portfolio for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Wisconsin or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary week-end and holiday closings) or (ii) during which any financial emergency situation exists as a result of which disposal by the Commission of Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the Commission fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Commission

shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of withdrawal or payment until the Commission shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Commission shall be conclusive). In the case of a suspension of the right of withdrawal or a postponement of payment pursuant to withdrawal requests, a Participant may either (i) withdraw its request for withdrawal or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.7 Minimum Withdrawal. There shall be no minimum amount which may be withdrawn from the Fund at any one time at the option of a Participant; provided, however, that no request by a Participant for the withdrawal of less than one dollar ($1.00) need be honored.

6.8 Defective Withdrawal Requests. In the event that a Participant shall submit a request for the withdrawal of a greater amount than is then credited to the account of such Participant, such request shall not be honored, and each Participant, by its adoption of this Agreement, agrees that the Commission shall have full and complete power to withdraw funds from the account of a Participant, and to reduce proportionately the number of Shares allocated to such Participant in accordance with Section 6.5 hereof, in an amount sufficient to reimburse the Commission, for any fees, expenses, costs or penalties actually incurred by the Fund as a result of such defective withdrawal request.

6.9 Allocation of Certain Expenses. Each Participant will, at the discretion of the Commission, indemnify the Commission against all expenses and losses resulting from indebtedness incurred on that Participant's behalf under Section 4.2(iv)(b) or (c) hereof. Each Participant authorizes the Commission to reduce its Shares to the number of Shares which reflects that Participant's proportionate interest in the net assets of the Fund after allocation of those expenses and losses to it.

ARTICLE VII

Record of Shares

7.1 Share Register. The Share Register shall be kept by or on behalf of the Commission, under the direction of the Commission, and shall contain (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and reductions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Commission as shall keep the Share Register for entry thereon.

7.2 Registrar. The Commission shall have full and complete power to employ a registrar. Unless otherwise determined by the Commission, the Share Register shall be kept by the Administrator which shall serve as the registrar for the Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Commission.

7.3 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to receive for such Shares the amount credited to the account of the Participant whose beneficial interest in the Fund is represented by such Shares. Until the Person becoming entitled to receive such amount shall apply for the payment thereof and present any proof of such entitlement as the Commission may in its sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Commission nor the registrar nor any officer or agent of the Commission shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

7.4 No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferrable, in whole or in part, other than to the Commission itself for purposes of effectuating a withdrawal of funds.

7.5 Limitation of Fiduciary Responsibility. The Commissioners shall not, nor shall the Participants or any officer, registrar or other agent of the Commission, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any withdrawal of funds by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

7.6 Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage prepaid, addressed to Participants of record at their last known post office addresses as recorded on the Share Register provided for in Section 7.1 hereof.

ARTICLE VIII

Participants

8.1 Voting. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) election of Commissioners as provided in Section 9.1 and Section 9.3 hereof; (ii) amendment of this Agreement or termination of the Commission and

the Fund as provided in Section 4.3 and Section 13.1 hereof; and (iii) reorganization of the Commission and the Fund as provided in Section 13.2 hereof. It shall not be necessary for any minimum number of Shares to be allocated to a Participant for the Participant to be entitled to vote. Participants shall not be entitled to cumulative voting with respect to any matter.

8.2 Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Commission signed by at least ten percent (10%) of the Participants, have the right to initiate a vote of the Participants as to any matter described in clause (ii) or clause (iii) of Section 8.1 hereof. Within twenty (20) days of receipt of such instrument or instruments, the Commission shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

8.3 Inspection of Records. The records of the Commission and the Fund shall be open to inspection at all reasonable times pursuant to Subchapter II of Chapter 19 of the Wisconsin Statutes.

8.4 Meetings of Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Commissioners and shall be called by any Commissioner upon written request of not less than ten percent (10%) of the Participants, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State at such place, on such day and at such time as the Commission shall designate.

(b) A majority of the Participants entitled to vote at such meeting present in person (including, if permitted by applicable law, participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any meeting of Participants.

8.5 Annual Meetings or Votes. Annual meetings or votes of the Participants shall be held (commencing within 120 days after the completion of the Fund's first fiscal year and thereafter within 120 days after the completion of each succeeding fiscal year of the Fund). The business transacted at such meetings, or matters considered in such votes, shall include the election of Commissioners and may include the transaction of such other business or consideration of such matters as Participants may be entitled to vote upon as provided in this Article VIII, or as the Commission may determine.

8.6 Notice of Meetings and Votes. Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof shall be given by the Commission by mail to each Participant at its registered address, mailed at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by the Wisconsin Open Meetings Law

(Wisconsin Statutes Sections 19.81 et seq.) shall also be given. For purposes of such Open Meeting Law notices, the Wisconsin State Journal or such other newspaper as shall be designated by resolution of the Commission shall be official newspaper of the Commission.

8.7 Record Date for Meetings and Votes. For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purpose of any other action, the Commission may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjourn ment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

8.8 Proxies. At any meeting of Participants, if permitted by applicable Law, any Participant entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the Commission, or with such other officer or agent of the Commission as the Secretary of the Commission may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a majority of the Commissioners, proxies may be solicited in the name of one or more of the officers of the Commission. All proxies shall be revocable at the option of the Participant.

8.9 Number of Votes. Only Participants of record shall be entitled to vote and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it, if any, or the number of Portfolios in which a Participant participates. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.10 Reports. The Commission shall cause to be prepared at least annually with respect to the Fund and each Portfolio (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the Fund prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Commission and the Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Commission within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual meeting or vote of the Participants. The Commission shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the Fund and each Portfolio as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE IX

Commissioners and Officers

9.1 Number and Qualification.

(a) The governing body of the Fund shall be the Commission, the membership of which shall be determined as hereinafter provided. The maximum number of Commissioners shall be eleven (11). Such Commissioners shall have the qualifications and affiliations described in Sections 9.1(d) and (e) below.

(b) Any vacancy created by an increase in the number of Commissioners may be filled by the appointment of an individual having the qualifications described in this Section 9.1 made by a resolution of a majority of the Commissioners then in office. Any such appointment shall not become effective, however, until the individual named in the resolution of appointment shall have (i) accepted in writing such appointment, and (ii) agreed in writing to be bound by the terms of this Agreement and (iii) presented evidence in writing of the granting of an authorization by the Municipality with which he is affiliated for him to serve as a Commissioner. No reduction in the number of Commissioners shall have the effect of removing any Commissioner from office prior to the expiration of his term.

(c) Whenever a vacancy in the number of Commissioners shall occur, until such vacancy is filled as provided in Section 9.5 hereof, the Commissioners or Commissioner continuing in office, regardless of their number, shall have all the powers granted to the Commission and shall discharge all the duties imposed upon the Commission by this Agreement.

(d) Subject to the additional provisions of Section 9.1(e) below, a Commissioner shall be an individual who is not under legal disability and who is either (i) a member of the Governing Body of a Municipality which is a Participant (whether initial or additional) of the Fund or (ii) an Employee of a Municipality which is a Participant (whether initial or additional) of the Fund. There shall be no more than one Commissioner affiliated as a Governing Body member or Employee with any one Municipality; provided, however, that no Commissioner shall be disqualified from serving out an unexpired term by reason of such prohibition.

(e) Two (2) of the positions on the Commission shall be reserved for school business officials or other managerial employees of a School District charged with responsibility for school finance; one (1) position on the Commission shall be reserved for a school superintendent; one (1) position on the Commission shall be reserved for a Municipal Employee employed by a Municipality other than a School District (a "Non-School District Employee"); and one (1) position on the Commission shall be reserved for a Municipal Employee employed by a county (a "County Employee").

(f) The Commissioners, in their capacity as Commissioners, shall not be required to devote their entire time to the business and affairs of the Commission and the Fund.

9.2 [Left Blank Intentionally]

9.3 Term and Election.

(a) The Commission shall nominate candidates for election as Commissioners. Nominations may also be made by the Participants in accordance with such procedures as the Commission may establish.

(b) The Commissioners shall be divided into three classes, consisting of two classes of four (4) Commissioners and one class of three (3) Commissioners. The classes of Commissioners initially shall be arranged so that the term of one class shall expire at the respective annual meetings or votes of Participants held following the conclusion of the fiscal years of the Fund which end in 2010, 2011 and 2012. The composition of each such class of Commissioners shall be designated by the Commission following the annual meeting of the Participants of the Fund in 2009. At all annual meetings or votes commencing in 2010 the Commissioners to be elected shall be elected to serve for a term of three (3) years and until their successors shall be elected and qualified. Commissioners may succeed themselves in office.

(c) Election of Commissioners at an annual meeting or in an annual vote shall be by the affirmative vote of at least a majority of the Participants entitled to vote present in person or by proxy at such meeting or voting in such annual vote. The election of any Commissioner (other than an individual who was serving as a Commissioner immediately prior to such election) pursuant to this Section 9.3 shall not become effective unless and until such person shall have (i) in writing accepted his election, (ii) agreed in writing to be bound by the terms of this Agreement and (iii) presented evidence in writing of the granting of an authorization by the Municipality with which he is affiliated as a Governing Body member or Municipal Employee, for him to serve as a Commissioner.

9.4 Resignation and Removal. Any Commissioner may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him and delivered to the Chairman, the Vice Chairman or the Secretary (referred to in Section 9.7 hereof) and such resignation shall be effective upon such delivery, or at a later date according to the terms of the notice. Any of the Commissioners may be removed (provided that the aggregate number of Commissioners after such removal shall not be less than the minimum number required by Section 9.1 hereof) with cause, by the action of two-thirds of the remaining Commissioners. Upon the resignation or removal of a Commissioner, or his otherwise ceasing to be a Commissioner, he shall execute and deliver such documents as the remaining Commissioner shall require for the purpose of conveying to the Commission or the remaining Commissioners any Fund Property held in the name of the resigning or removed Commissioner. Upon the incapacity or death of any Commissioner, his legal representative shall execute and deliver on his behalf such documents as the remaining Commissioners shall require as provided in the preceding sentence.

9.5 Vacancies.

(a) The term of office of a Commissioner shall terminate and a vacancy shall occur in the event of the death, resignation, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office, or removal of a Commissioner. If a Commissioner who is a member of the Governing Body of a Municipality which is a Participant shall no longer be a member of such Governing Board or if the Municipality with which he is affiliated shall no longer be a Participant, such Person shall no longer be a Commissioner and a vacancy will be deemed to have occurred. If a Commissioner who is an Employee of a Municipality which is a Participant shall no longer be an Employee of such Municipality or if the Municipality with which he is affiliated shall no longer be a Participant, such Person shall, upon the expiration of a sixty (60) day period following the occurrence of such event, no longer be a Commissioner and a vacancy will be deemed to have occurred, unless such person shall have become an Employee of another Municipality which is a Participant within such sixty (60) day period and shall have presented evidence in writing of the granting of an authorization by the Municipality by which he is then employed for him to serve as a Commissioner.

(b) No such vacancy shall operate to annul this Agreement or to revoke any existing agency created pursuant to the terms of this Agreement. In the case of an existing vacancy (other than by reason of an increase in the number of Commissioners) at least a majority of the Participants entitled to vote, acting at any meeting or vote of the Participants called for the purpose, or a majority of the Commissioners continuing in office acting by resolution, may fill such vacancy, and any Commissioner so elected by the Commissioners shall hold office until the next annual meeting or vote of the Participants and until his successor has been elected and has qualified to serve as Commissioner.

(c) No such election or appointment as provided in this Section 9.5 shall become effective unless or until the new Commissioner shall have (i) accepted in writing his appointment, (ii) agreed to be bound by the terms of this Agreement and (iii) presented evidence in writing of the granting of an authorization by the Municipality with which he is affiliated as a Governing Body member or Employee for him to serve as a Commissioner.

9.6 Meetings.

(a) Meetings of the Commission shall be held from time to time upon the call of the Chairman, the Vice Chairman, the Secretary or any two Commissioners. Regular meetings of the Commissioners may be held without call or notice at a time and place fixed by the By-Laws or by resolution of the Commissioners. Notice of any other meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Commissioner either before or after such meeting. Any notice required by the Wisconsin Open Meetings Law (Wisconsin Statutes Sections 19.81 et seq.) shall also be given. The attendance of a Commissioner at a meeting shall constitute a waiver of notice of such meeting except where a Commissioner attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. The Commissioners may act with or, if permitted by applicable Law, without a meeting. A quorum for all meetings of the Commission shall be a majority of the

Commissioners; provided that any position on the Commission which is vacant shall not be counted in determining the presence of a quorum. Subject to Section 2.14 hereof and unless specifically provided otherwise in this Agreement, any action of the Commission may be taken at a meeting by a vote of a majority of the Commissioners present (a quorum being present) or, if permitted by applicable Law, without a meeting, by written consents of a majority of the Commissioners. Any agreement or other instrument or writing executed by one or more of the Commissioners or by any authorized Person shall be valid and binding upon the Commission and upon the Fund when authorized or ratified by action of the Commissioners as provided in this Agreement.

(b) Any committee of the Commissioners may act with or without a meeting. A quorum for all meetings of any such committee shall be a majority of the members thereof. Notice of such meeting, including such notice as may be required by the Wisconsin Open Meetings Law (Wisconsin Statutes Sections 19.81 et seq.), shall be given as provided in Section 9.6(a). Unless otherwise specifically provided in this Agreement, any action of any such committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or, without a meeting, by written consent of a majority of the members.

(c) With respect to actions of the Commission and any committee thereof, Commissioners who are affiliated within the meaning of Section 2.14 hereof or otherwise interested in any action to be taken may be counted for quorum purposes under this Section 9.6 and shall be entitled to vote.

(d) All or any one or more Commissioners may, if permitted by applicable Law, participate in a meeting of the Commission or any committee thereof by utilizing conference telephone or similar communications equipment by means of which all persons participating in the meeting, including members of the public, can hear each other and participation in a meeting pursuant to such communications shall constitute presence in person at such meeting. The minutes of any meeting of the Commission held by utilizing such communications equipment shall be prepared in the same manner as those of a meeting of the Commission held in person.

9.7 Officers. The Commissioners shall annually elect, from among their numbers, a Chairman who shall be the chief officer of the Commission and a Vice Chairman who shall have such duties as the Commission shall deem advisable and appropriate. The Commissioners may elect or appoint, from among their number or otherwise, or may authorize the Chairman to appoint a Treasurer and a Secretary, one or more Assistant Secretaries and Assistant Treasurers and such other officers or agents, who shall have such powers, duties and responsibilities as the Commissioners may deem to be advisable and appropriate. Two or more offices, except those of Chairman, Vice Chairman, Treasurer and Secretary, may be held by the same person. The Treasurer and the Secretary, if not themselves Commissioners, shall attend meetings of the Commission but shall have no voting power thereat.

9.8 By-Laws. The Commissioners may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Commission, and in such By-Laws,

among other things, may define the duties of the respective officers, agents, employees and representatives of the Commission and the Fund.

9.9 Committees. The Commissioners may elect from time to time from their own number committees consisting of one or more persons, the number composing such committees and the powers conferred upon the same to be determined by vote of the Commissioners.

ARTICLE X

Determination of Net Asset Value and Net Income; Distributions to Participants

10.1 Net Asset Value. The net asset value of each allocated Share of the Fund shall be determined once on each business day at such time as the Commission by resolution may determine. The method of determining net asset value shall be established by the Commission and shall be set forth in the Information Statement as the same may be amended from time to time or in the applicable Investment Pool Information Certificate of a Portfolio. The duty to make the daily calculations may be delegated by the Commission to the Advisor, the Administrator, the Custodian or such other Person as the Commission by resolution may designate.

The Commission may adopt different methods for the determination of the net asset value of different Portfolios. The method of determining the net asset value of each fixed term Portfolio will be set forth in the applicable Investment Pool Information Certificate. Notwithstanding the foregoing, daily determinations of the net asset value of fixed term Portfolios need not be made.

10.2 Constant Net Asset Value; Reduction of Allocated Shares.

(a) In furtherance and not in limitation of the provisions of Section 10.1, the Commission may designate that one or more Portfolios shall be governed by the provisions of this Section 10.2. The Commission shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the Portfolio once on each business day as provided in Section 10.1 hereof and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner, and with the result, that the net asset value per Share of the Portfolio shall remain at a constant dollar value. The accounting method used for the determination of the net income of the Portfolio and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Commission and shall be set forth in the Information Statement as the same may be amended from time to time or the applicable Investment Pool Information Certificate. The duty to make the daily calculations may be delegated by the Commission to the Adviser, the Administrator, the Custodian or such other Person as the Commission by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. If there is a net loss, the Commission shall first offset such amount against income accrued to each Participant. To the extent that such a net

loss exceeds such accrued income, the Commission shall reduce the aggregate number of the Portfolio's allocated Shares in an amount equal to the amount required in order to permit the net asset value per Share of the Portfolio to be maintained at a constant dollar value by having each Participant contribute to the Portfolio its pro rata portion of such number of Shares. Each Participant will be deemed to have agreed to such reduction in such circumstances by its investment in the Fund and the Portfolio and its adoption of this Agreement. The purpose of the foregoing procedure is to permit the net asset value per Share of the Fund and the Portfolios to be maintained at a constant dollar value per Share.

(b) The Commission may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement or in the applicable Investment Pool Information Certificate.

10.3 Supplementary Distributions to Participants. In addition to withdrawals made at the request of individual Participants pursuant to Section 6.5 hereof, the Commission may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Commission, such supplementary distributions as it may determine. The declaration and making of such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Commission and may be made at such time and in such manner as the Commission may in its sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Commission shall determine.

10.4 Retained Reserves. The Commission may retain from the gross income of the Fund such amount as they may deem necessary to pay the debts and expenses of the Commission and to meet other obligations of the Commission and the Fund, and the Commission shall also have the power to establish such reasonable reserves as it believes may be required.

ARTICLE XI

Custodian

11.1 Duties. The Commission shall employ a bank or trust company organized under the Laws of the United States of America or the State of Wisconsin having an office in the State of Wisconsin as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the Commission to perform the duties set forth in the Custodian Agreement to be entered into between the Commission and the Custodian, or as may be imposed by Law. Any bank to be employed as Custodian must have capital and surplus aggregating at least twenty-five million dollars ($25,000,000) and any trust company to be employed as Custodian must have capital and surplus aggregating at least one million dollars ($1,000,000).

11.2 Appointment. The Commission shall have the power to select and appoint the Custodian for the Fund. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the Commission on sixty (60) days' written notice to the Custodian.

11.3 Custodian Agreement. In addition to containing such other provisions as the Commission may deem appropriate, the Custodian Agreement shall provide that all investments constituting Fund Property shall be held in safekeeping in the manner required by Law.

11.4 Agents of Custodian. The Commission may also authorize the Custodian to employ one or more agents from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such agent and approved by the Commission; provided, however, that, in every case, such agent shall be a bank or trust company organized under the Laws of the United States of America or one of the States thereof. Any bank to be employed as an agent of the Custodian must have capital and surplus aggregating at least twenty-five million dollars ($25,000,000) and any trust company to be employed as an agent of the Custodian must have capital and surplus aggregating at least one million dollars ($1,000,000).

11.5 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Commission shall appoint a successor thereto.

11.6 Custodian as Depository for Participants. Each Participant hereby designates the Custodian as a depository for funds of the Participant.

11.7 Additional Custodians. The Commission may in its discretion employ one or more Custodians in addition to the Custodian referred to in Section 11.1. Such Additional Custodians shall be banks or trust companies organized under the Laws of the United States of America or the State of Wisconsin, and having an office in the State of Wisconsin. Any bank to be employed as an Additional Custodian must have capital and surplus aggregating at least twenty-five million dollars ($25,000,000) and any trust company to be employed as an Additional Custodian must have capital and surplus aggregating at least one million dollars ($1,000,000). Any such Additional Custodian shall perform such duties (including duties applicable only to designated Portfolios) as may be set forth in an agreement between the Commission and the Additional Custodian.

ARTICLE XII

Recording of Agreement

12.1 Recording. This Agreement and any amendment hereto shall be filed, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Commission may deem desirable. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and

acknowledged by the Chairman and Secretary of the Commission stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Agreement, containing or restating the original Agreement and all amendments theretofore made, may be executed any time or from time to time by the Commission and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Agreement and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.1, no filing or recordation pursuant to the terms of this Section 12.1 shall be a condition precedent to the effectiveness of this Agreement or any amendment thereto.

ARTICLE XIII

Amendment or Termination of Fund; Duration of Fund

13.1 Amendment or Termination.

(a) The provisions of this Agreement may be amended or altered (except as to the limitations on personal liability of the Participants and Commissioners and the prohibition of assessments upon Participants), or the Fund may be terminated, at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, by resolution adopted by each of the Participants or, if permitted by applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Commissioners and a majority of the Participants; provided, however, that the Commission may, from time to time by a two-thirds vote of the Commissioners, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Agreement, without the vote or assent of the Participants, to the extent deemed by the Commissioners in good faith to be necessary to conform this Agreement to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Commissioners shall not be liable for failing so to do. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.1 which would change any rights with respect to any allocated Shares of the Fund by reducing the amount payable thereon upon liquidation of the Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(b) Upon the termination of the Commission and the Fund pursuant to this Section 13.1:

(i) The Commission shall carry on no business except for the purpose of winding up its affairs;

(ii) The Commission shall proceed to wind up the affairs of the Fund and all of the powers of the Commission under this Agreement shall continue until the affairs of the Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Fund Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all of the Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Commission may distribute the remaining Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the Fund and distribution to the Participants as herein provided, a majority of the Commissioners shall execute and lodge among the records of the Commission an instrument in writing setting forth the fact of such termination, and the Commissioners shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Commissioners setting forth an amendment and reciting that it was duly adopted by the Participants or by the Commissioners as aforesaid or a copy of the Agreement, as amended, in recordable form, and executed by a majority of the Commissioners, shall be conclusive evidence of such amendment.

13.2 Power to Effect Reorganization. If permitted by applicable law, the Commission, by vote or written approval of a majority of the Commissioners, may select, or direct the organization of, a corporation, association, trust or other Person with which the Commission may merge, or which shall take over the Fund Property and carry on the affairs of the Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Commission may effect such merger or may sell, convey and transfer the Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the Fund; and thereupon the Commission shall terminate the Fund and deliver such cash, shares, securities or beneficial interest ratably among the Participants of this Fund.

13.3 Duration. The Fund shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIII.

ARTICLE XIV

Miscellaneous

14.1 Governing Law. This Agreement is executed by the Initial Participants and delivered in the State of Wisconsin and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of the State.

14.2 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

14.3 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the Fund, or of any official or public body or office in which this Agreement may be recorded, appears to be a Commissioner hereunder or the Secretary or the Treasurer of the Commission, certifying to: (i) the number or identity of Commissioners or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Commissioners or Participants or taken pursuant to a vote of Participants; (iv) the fact that the number of Commissioners or Participants present at any meeting or executing any written instrument satisfies the requirements of this Agreement; (v) the form of any By-Law adopted by or the identity of any officers elected by the Commissioners; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the Commission and the Fund, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Commission or the Fund and the successors of such Person.

14.4 Provisions in Conflict with Law. The provisions of this Agreement are severable, and if the Commission shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Wisconsin Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement; provided, however, that such determination by the Commission shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including, but not limited to, the election of Commissioners) prior to such determination.

14.5 Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

14.6 Adoption by Municipalities Electing to Become Additional Participants; Resignation of Participants.

(a) Any Municipality meeting the requirements of Section 1.2 hereof may become an additional Participant of the Fund by (i) taking any appropriate official action to adopt this Agreement, (ii) furnishing the Commission with satisfactory evidence that such official action has been taken, and (iii) if requested by the Commission, providing the Commission with an opinion of counsel to the effect that such party desiring to become a Participant of the Fund is a Municipality as defined herein. A copy of this Agreement may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Commission. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section 14.6.

(b) Any Participant may resign and withdraw from the Fund by sending a written notice to such effect to the Chairman of the Commission and the Administrator and by requesting the withdrawal of all funds then credited to its account within the Fund. The written notice shall be in the form of a certified resolution of the Governing Body of the Participant, stating the Governing Body's intention to resign from the Fund. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the Commission and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Agreement or terminate the existence of the Fund.

(c) A Participant's right to participate in the Fund may be terminated by majority vote of the Commissioners, if the Commission finds that such Participant's use of the Fund is not in the best interest of the Participants of the Fund as a whole. Upon adoption of such a resolution terminating a Municipality's right to participate in the Fund, all moneys credited to such Municipality's account within the Fund shall be withdrawn and transferred to the Municipality.

Information Regarding Execution

The Intergovernmental Cooperation Agreement Relating to the Wisconsin School District Liquid Asset Fund was executed on behalf of the respective Initial Participants as of June 1, 1988.