

STATE OF WISCONSIN CONTINUING DISCLOSURE ANNUAL REPORT

FILED PURSUANT TO UNDERTAKINGS PROVIDED TO PERMIT COMPLIANCE WITH
SECURITIES EXCHANGE COMMISSION RULE 15C2-12

GENERAL OBLIGATIONS

(Base CUSIPs 977055, 977056, and 97705L)

MASTER LEASE CERTIFICATES OF PARTICIPATION

(Base CUSIP 977087)

TRANSPORTATION REVENUE OBLIGATIONS

(Base CUSIP 977123)

CLEAN WATER REVENUE BONDS

(Base CUSIP 977092)

PETROLEUM INSPECTION FEE REVENUE OBLIGATIONS

(Base CUSIP 977109)

GENERAL FUND ANNUAL APPROPRIATION BONDS

(Base CUSIP 977100)

DECEMBER 26, 2008



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

JIM DOYLE
GOVERNOR

MICHAEL L. MORGAN
SECRETARY

Division of Executive Budget and Finance
Capital Finance Office
Post Office Box 7864
Madison, WI 53707-7864

TTY (608) 261-6630
www.doa.wi.gov/capitalfinance

FRANK R. HOADLEY
CAPITAL FINANCE DIRECTOR
Telephone: (608) 266-2305
Facsimile: (608) 266-7645
frank.hoadley@wisconsin.gov

December 26, 2008

Thank you for your interest in the State of Wisconsin.

This is the Continuing Disclosure Annual Report for the fiscal year ending June 30, 2008 (**2008 Annual Report**).

The 2008 Annual Report provides information on different securities that the State issues and fulfills the State's continuing disclosure undertakings. These undertakings of the State are intended to help dealers and brokers comply with Rule 15c2-12 under the Securities Exchange Act of 1934. As of this date, the State has filed the 2008 Annual Report with each nationally recognized municipal securities information repository using the central post office provided by the Texas Municipal Advisory Council.

Official Statements for securities that the State issues during the next year may incorporate parts of this 2008 Annual Report by reference.

Organization of the 2008 Annual Report

The 2008 Annual Report is divided into eight parts. The first two parts present general information.

- **Part I** presents the **State's continuing disclosure undertakings**. A Master Agreement on Continuing Disclosure establishes a general framework. Separate addenda describe the information to be provided for specific types of securities.
- **Part II** presents **general information about the State**, including its operations and financial results. This part includes the General Purpose External Financial Statements portion of the audited Comprehensive Annual Financial Report for the fiscal year ending June 30, 2008. This part also includes the results of the 2007-08 fiscal year and the budget and updates for the 2008-09 fiscal year.

The remaining parts present information about different types of securities that the State issues.

- **Part III – General obligations (including bonds, commercial paper, and extendible municipal commercial paper)**
- **Part IV – Master lease certificates of participation**
- **Part V – Transportation revenue obligations (including bonds and commercial paper)**
- **Part VI – Clean water revenue bonds**
- **Part VII – Petroleum inspection fee revenue obligations (including bonds and extendible municipal commercial paper)**
- **Part VIII – General fund annual appropriation bonds (including bonds and auction rate certificates)**

Please note that certain terms may have different meanings in different parts.

Ratings on the State’s Securities

The following chart presents a summary of the long-term ratings currently assigned to different types of securities that the State issues.

<u>Security</u>	<u>Fitch Ratings</u>	<u>Moody’s Investors Service, Inc.</u>	<u>Standard & Poor’s Ratings Services</u>
General Obligations	AA-	Aa3 ⁽¹⁾	AA ⁽²⁾
Master Lease Certificates of Participation	A+	A1 ⁽¹⁾	AA- ⁽²⁾
Transportation Revenue Bonds	AA	Aa3	AA+
Clean Water Revenue Bonds	AA+	Aa1	AA+
Petroleum Inspection Fee Revenue Bonds	AA-	Aa3	AA
General Fund Annual Appropriation Bonds	A+	A1 ⁽¹⁾	AA- ⁽²⁾

⁽¹⁾ On March 17, 2008, Moody’s Investors Services, Inc. changed its rating outlook on the State’s general obligations, master lease certificates of participation, and general fund annual appropriation bonds from “stable” to “negative”.

⁽²⁾ On August, 15, 2008, Standard & Poor’s Ratings Services changed its rating on the State’s general obligations from “AA-” to “AA” and its rating on the State’s master lease certificates of participation and general fund annual appropriation bonds from “A+” to “AA-”.

How to Get Additional Information

If you are interested in information about securities that the State issues, please contact the Capital Finance Office. *The Capital Finance Office is the only party authorized to speak on the State’s behalf about the State’s securities.*

December 26, 2008

Page 3

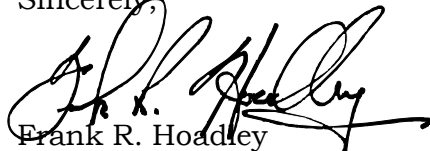
The Capital Finance Office maintains a web site that provides access to both disclosure and non disclosure information.

www.doa.wi.gov/capitalfinance

The Capital Finance Office posts to this web site monthly general fund cash flow reports. The Capital Finance Office also posts to this web site all information and material event filings that it makes with each nationally recognized municipal securities information repository.

We welcome your comments or suggestions about the format and content of the 2008 Annual Report. The general telephone number of the Capital Finance Office is (608) 266-2305. The e-mail address is DOACapitalFinanceOffice@wisconsin.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "F. R. Hoadley", written over a faint, larger version of the same signature.

Frank R. Hoadley
Capital Finance Director

**SUMMARY OF OUTSTANDING STATE OF WISCONSIN OBLIGATIONS
AS OF DECEMBER 15, 2008**

	<u>Principal Balance 12/15/2007</u>	<u>Principal Issued 12/15/2007 - 12/15/08</u>	<u>Principal Matured, Redeemed, or Defeased 12/1/2007 - 12/15/08</u>	<u>Principal Balance 12/15/2008</u>
<u>GENERAL OBLIGATIONS^(a)</u>				
Total	\$5,781,428,689	\$498,080,000	\$340,127,259	\$5,939,381,430
General Purpose Revenue (GPR)	4,064,474,187	358,240,000	268,169,317	4,154,544,870
Self-Amortizing: Veterans	364,885,000	4,445,000	21,225,000	348,105,000
Self-Amortizing: Other	1,352,069,501	135,395,000	50,732,942	1,436,731,559
<u>MASTER LEASE CERTIFICATES OF PARTICIPATION</u>				
Total	\$ 84,577,160	\$15,800,680	\$26,242,412	\$74,135,428
<u>TRANSPORTATION REVENUE OBLIGATIONS^(a)</u>				
Total	\$1,598,528,000	\$185,000,000	\$94,775,000	\$1,688,753,000
<u>CLEAN WATER REVENUE BONDS</u>				
Total	\$ 729,575,000	\$219,545,000	\$83,085,000	\$866,035,000
<u>PETROLEUM INSPECTION FEE REVENUE OBLIGATIONS^(a)</u>				
Total	\$ 252,320,000	—	\$21,280,000	\$231,040,000
<u>GENERAL FUND ANNUAL APPROPRIATION BONDS^(a)</u>				
Total	\$1,794,850,000	\$1,007,120,000	\$944,850,000	\$1,857,120,000

(a) This table includes variable rate obligations that have been issued by the State. Please see the respective part of this Annual Report for more information on the variable rate obligations issued for each credit.

TABLE OF CONTENTS

Page

PART IV
MASTER LEASE CERTIFICATES OF
PARTICIPATION

INTRODUCTION	124
OUTSTANDING CERTIFICATES	125
THE MASTER LEASE PROGRAM	125
General	125
Program Structure	125
Program Operations	126
State Appropriation Process	126
SECURITY FOR CERTIFICATES	127
General	127
Common Pool of Collateral	127
Reserve Fund	127
Governmental Use	128
Centralized Control and Review	128
Two-Phase Financing Structure	128
Appropriation Process	128
RISK FACTORS	129
Nonappropriation	129
Essentiality of Leased Items	129
Collateral Value of Leased Items	129
Tax Exemption	129
Applicability of Securities Law	137
SUMMARY OF THE MASTER LEASE	137
Acquisition, Delivery, and Lease of Leased Items	137
Lease Term and Lease Termination	137
Insurance Requirements; Loss or Damage to Leased Items	138
Other Obligations	138
Rights in Leased Items; Security Interest	138
Assignment, Mortgaging, and Selling	139
Option to Terminate Lease Schedule	139
Events of Default and Remedies	139
SUMMARY OF THE MASTER INDENTURE	140
General	140
Funds and Accounts; Payments to be Deposited	140
Servicing of Lease Schedules	143
Events of Default and Remedies	143
Amendment	144
Limitation on Rights of Certificate Owners	144

TABLE OF TABLES

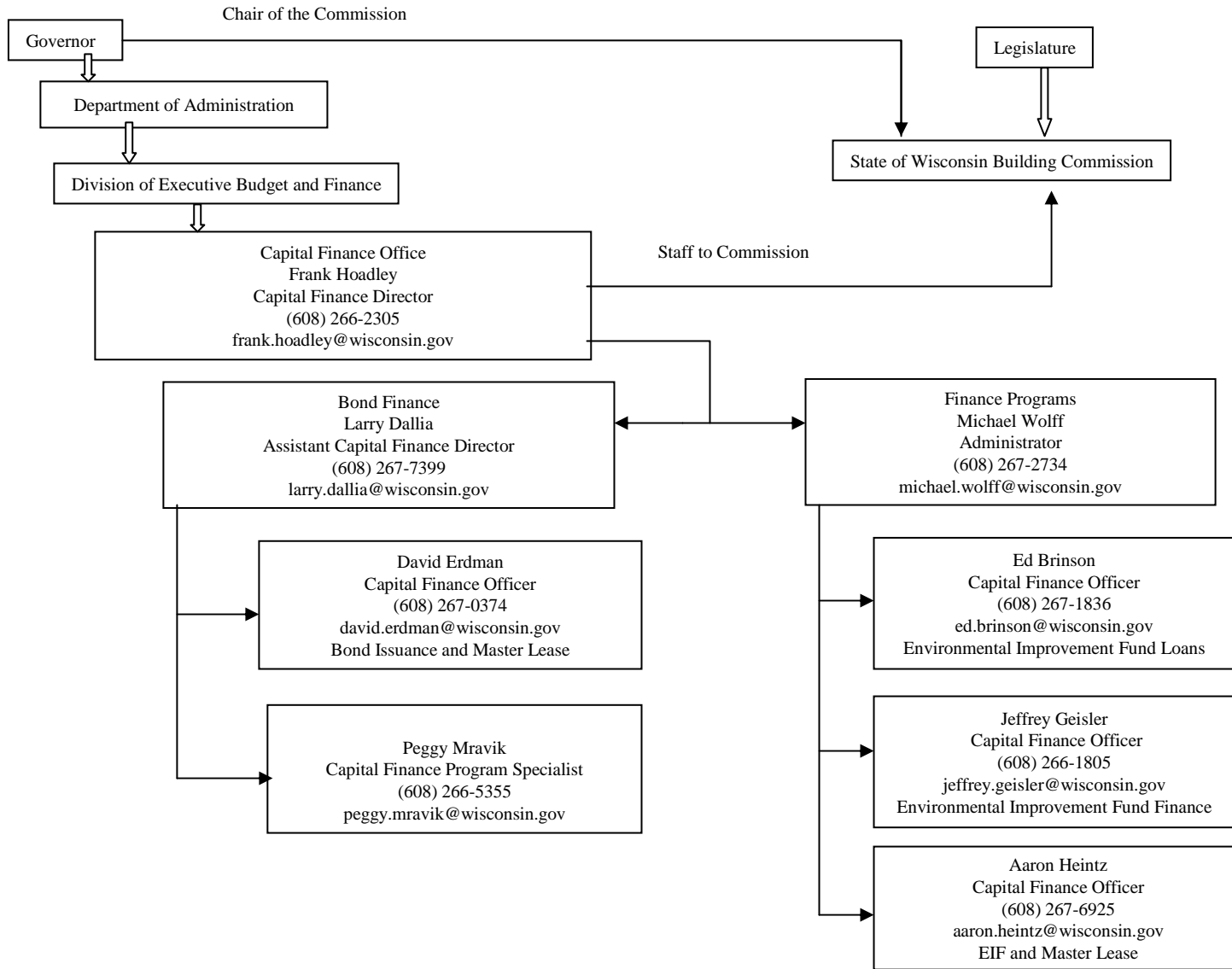
Table

Page

**PART IV
MASTER LEASE CERTIFICATES OF
PARTICIPATION**

IV-1 Outstanding Master Lease Certificates of Participation By Issue	125
IV-2 Outstanding Master Lease Schedules.....	130

Capital Finance Office Staff (December 26, 2008)



STATE OFFICIALS PARTICIPATING IN THE ISSUANCE AND SALE OF BONDS AND NOTES

BUILDING COMMISSION MEMBERS

Voting Members	Term of Office Expires
Governor Jim Doyle, Chairperson	January 2, 2011
Senator Fred A. Risser, Vice-Chairperson	January 4, 2009
Senator Ted Kanavas	January 4, 2009
Senator Jeffrey Plale	January 2, 2011
Representative Dean Kaufert	January 4, 2009
Representative Phil Montgomery	January 4, 2009
Representative Jennifer Shilling	January 4, 2009
Mr. Terry McGuire, Citizen Member	At the pleasure of the Governor
Nonvoting, Advisory Members	
Mr. Adel Tabrizi, State Chief Engineer Department of Administration	_____
Mr. Dave Haley, State Chief Architect Department of Administration	_____
Building Commission Secretary	
Mr. David W. Helbach, Administrator Division of State Facilities Department of Administration	At the pleasure of the Building Commission and the Secretary of Administration

OTHER PARTICIPANTS

Mr. J.B. Van Hollen State Attorney General	January 2, 2011
Mr. Michael L. Morgan, Secretary Department of Administration	At the pleasure of the Governor

DEBT MANAGEMENT AND DISCLOSURE

Department of Administration
Capital Finance Office
P.O. Box 7864
101 E. Wilson Street, 10th Floor
Madison, WI 53707-7864
Telefax (608) 266-7645
DOACapitalFinanceOffice@wisconsin.gov

Mr. Frank R. Hoadley
Capital Finance Director
(608) 266-2305
frank.hoadley@wisconsin.gov

Mr. Lawrence K. Dallia
Assistant Capital Finance Director
(608) 267-7399
larry.dallia@wisconsin.gov

Mr. David R. Erdman
Capital Finance Officer
(608) 267-0374
david.erdman@wisconsin.gov

Mr. Michael D. Wolff
Finance Programs Administrator
(608) 267-2734
michael.wolff@wisconsin.gov

PART IV

MASTER LEASE CERTIFICATES OF PARTICIPATION

This Part IV of the 2008 Annual Report provides information about master lease certificates of participation (**Certificates**) issued under the State of Wisconsin Master Lease Program (**Program**).

Total Outstanding Balance (12/15/2008)	\$74,135,428
Ratings ^(a) (Fitch/Moody's/Standard & Poor's) Certificates	A+/A1 ^(b) /AA-
^(a) The ratings presented reflect the ratings assigned to the Certificates without regard to any bond insurance policy. No information is provided in the 2008 Annual Report about any rating assigned to the Certificates based on any bond insurance policy.	
^(b) On March 17, 2008, Moody's Investors Services, Inc. changed its rating outlook on the State's master lease certificates of participation from "stable" to "negative"	

The Certificates are issued and secured by a Master Indenture, dated as of July 1, 1996 (**Master Indenture**), among the State of Wisconsin, acting by and through the Department of Administration (**State**), Firststar Bank Milwaukee, N.A., now known as U.S. Bank National Association (**Lessor**), and Firststar Trust Company, also now known as U.S. Bank National Association, as trustee (**Trustee** and **Paying Agent**).

The Certificates evidence a proportionate interest in certain lease payments to be made by the State for the rental of certain equipment items and service contracts. These equipment items and service contracts are purchased under the Third Amended and Restated Master Lease, dated as of April 28, 2000 (**Master Lease**), between the Lessor and the State.

The full faith and credit of the State are not pledged to the payment of the Certificates, and the Certificates do not constitute debt of the State or any of its subdivisions. The State is not obligated to levy or pledge any tax to make the payments required under the Lease, but payments are required from legally available funds, subject to annual appropriation.

The Capital Finance Office, which is part of the Department of Administration's Division of Executive Budget and Finance, is responsible for managing the State's borrowing and finance programs. The law firm of Foley & Lardner LLP provides bond counsel services to the State for the Program and for the issuance of the Certificates. The firm of Public Financial Management, Inc. provides financial advisory services to the State for the Program.

Requests for additional information about the Program or Certificates may be directed as follows:

Contact: Capital Finance Office
Attn: Capital Finance Director
Phone: (608) 266-2305
Mail: 101 East Wilson Street, FLR 10
P.O. Box 7864
Madison, WI 53707-7864
E-mail: DOACapitalFinanceOffice@wisconsin.gov
Web site: www.doa.wi.gov/capitalfinance

The 2008 Annual Report includes information and defined terms for different types of securities issued by the State. The context or meaning of terms used in this Part IV of the 2008 Annual Report may differ

from that of terms used in another part. Any information or resource referred to in this 2008 Annual Report is not part of this 2008 Annual Report unless expressly included by reference.

OUTSTANDING CERTIFICATES

The Trustee, with the consent of the State and pursuant to the Master Indenture, has issued Certificates on the dates and in the amounts shown in Table IV-1. The table includes the outstanding principal balances as of December 15, 2008 and only includes Certificates that have an outstanding balance as of that date.

Table IV-1

OUTSTANDING MASTER LEASE CERTIFICATES OF PARTICIPATION BY ISSUE (As of December 15, 2008)

<u>Financing</u>	<u>Date of Financing</u>	<u>Maturity</u>	<u>Amount of Issuance</u>	<u>Amount Outstanding</u>
<i>Fixed-Rate Master Lease COPs</i>				
2006- Master Lease COPs Series A	8/31/06	2007-16	\$71,400,000	\$ <u>44,168,232</u> ^(a)
<i>Total Fixed-Rate Master Lease COPs</i>				\$ 44,168,232
<i>Variable-Rate Master Lease COPs^(b)</i>				
2007- Master Lease COPs Series A	6/22/07	2020	\$50,000,000	\$ 9,114,155
Master Lease COPs Series B	9/1/07	2017		11,862,465
2008- Master Lease COPs Series A	9/2/08	2017		8,990,576
<i>Total Variable-Rate Master Lease COPs</i>				\$ <u>29,967,196</u>
<i>TOTAL MASTER LEASE COPs.....</i>				\$ <u>74,135,428</u>

- (a) The Master Lease provides that certain Lease Schedules may be terminated if the State deposits with the Trustee an amount that is equal to the outstanding amount of the Lease Schedule or that is sufficient to purchase investments that mature on dates and in amounts to make the Lease Payments when due. The principal amount of Certificates for which payment has been provided is treated as not outstanding for purposes of this table.
- (b) These series of Master Lease Certificates of Participation evidence the State's repayment of a revolving credit facility in the amount of \$50,000,000 that the State utilizes for acquisition funding for the Program. See "**SECURITY FOR CERTIFICATES; Two-Phase Financing Structure**". The amount outstanding for these Certificates may include interest that has accrued on the revolving credit facility since the last interest payment on the Certificates.

THE MASTER LEASE PROGRAM

General

The Program, which was created in 1992, permits the State to acquire tangible property, and in certain situations, intangible property or prepaid service items (**Leased Items**), for State agencies through installment purchase contracts. Particular Leased Items are described in schedules that are prepared under the Master Lease (**Lease Schedules**). The Program is available for all State agencies. Through the period ending December 15, 2008, 16 of the 18 State departments, the Legislature, the Supreme Court, and various other State bodies have used the Program to acquire approximately \$500 million of Leased Items.

Program Structure

The Master Lease and the Master Indenture establish the structure of the Program. The Master Lease contains general terms and conditions applicable to both the Program and Lease Schedules entered into by the Lessor and the State. A supplemental indenture creates a particular series of Certificates. See "**SUMMARY OF THE MASTER LEASE**".

The Master Indenture establishes a trust (**Trust**) comprising certain Lease Schedules, rents, and other payments the State is required to make under the Master Lease (**Lease Payments**), Leased Items, and other property and rights related to those Lease Schedules, including the security interest granted in the

Master Lease. The Trust serves as a common pool of collateral, ratably securing all present and future Certificates. See [“SUMMARY OF THE MASTER INDENTURE”](#).

Program Operations

The Program structure places within the State of Wisconsin Department of Administration (**DOA** or **Department of Administration**) centralized control of day-to-day operations:

- Functions related to Program administration, review of requests to use the Program, and day-to-day Program operations occur in the Capital Finance Office.
- Functions related to reviewing requests to use the Program and biennial budget preparation occur in the State Budget Office.
- Functions related to collecting Lease Payments occur in the State Controller’s Office.

Each of these offices is part of the Department of Administration’s Division of Executive Budget and Finance.

To use the Program to acquire a Leased Item, a state agency submits a written request to the Capital Finance Office. This request is reviewed and approved by the Capital Finance Office, State Budget Office, and the Secretary of the Department of Administration. Requests that include information technology items, including but not limited to development of software or related systems, are also reviewed by the Department of Administration’s Division of Enterprise Technology. Requests that include energy performance contracts in State-owned buildings must be for a project that has been approved by the Department of Administration’s Division of State Facilities. The review process includes a determination by the Capital Finance Office that lease financing is the best alternative for the particular circumstance and a determination by the State Budget Office that current resources are available to make the Lease Payments due in the current fiscal year. Upon receiving approval to use the Program, the agency completes procurement of the Leased Item in compliance with State procurement requirements.

Upon acceptance of the Leased Item, the agency forwards all related outstanding invoices to the Department of Administration for coordination of payment through the Program. Parallel to payment being made to the vendor, a Lease Schedule is prepared by the Department of Administration and executed by the State, the Lessor, and the State agency. This Lease Schedule is then added to the Master Lease. The Lease Schedule also identifies the budgetary appropriation from which the related Lease Payments will be made.

Lease Payments are collected by the State Controller’s Office. Scheduled Lease Payments are automatically withdrawn from the appropriations identified by the agency and electronically wired to the Trustee.

State Appropriation Process

Lease Payments are not included in the State budget as a separate budget line item; rather, Lease Payments are included with other expenditures in one or more of an agency’s existing budget lines. State law establishes procedures for the budget’s enactment. See [“BUDGETING PROCESS AND FISCAL CONTROLS” in Part II of this 2008 Annual Report](#) for a summary of the budget enactment process and other financial procedures of the State. The State Budget Office review and approval of requests to use the Program helps assist in preparation of a biennial budget so that Lease Payments will not be mistakenly omitted from a biennial budget.

The failure of the Legislature to adopt a new budget before the commencement of a biennium does not result in a lack of spending authority. Under Wisconsin law an existing appropriation continues in effect until it is amended or repealed. Once a newly enacted budget becomes effective, the continuing authority of existing appropriations is superseded by the newly enacted appropriations.

The continuing authority of existing appropriations until a new budget is adopted helps to protect against the effect of a delay in the adoption of a budget. If an amount has been appropriated for the second fiscal

year in one biennium, there will be continuing authority in the same amount until a new budget is enacted or some other legislative action is taken to amend or repeal the appropriation. The biennial budget for the 2007-08 and 2008-09 fiscal years was not enacted until October 26, 2007. Since 1967, this is the second latest date that a budget has been adopted after the start of a fiscal year; the latest date occurred in early November of the first fiscal year of the biennium.

The Department of Administration maintains separate accounts for all appropriations, showing the amounts appropriated, the amounts allotted, the amounts encumbered, the amounts expended, and certain other data necessary to the financial management and control of all State accounts. The Department of Administration also maintains the general ledgers of the General Fund and all other funds of the State.

SECURITY FOR CERTIFICATES

General

The Certificates represent a proportionate interest in Lease Payments required to be made by the State under the Master Lease. The Master Lease requires the State to make Lease Payments from any source of legally available funds, subject to annual appropriation. The scheduled Lease Payments are sufficient to pay when due the semiannual principal and interest payments on all outstanding Certificates.

The obligation of the State to make Lease Payments does not constitute an obligation for which the State is obligated to levy or pledge any form of taxation or for which the State has levied or pledged any form of taxation. The obligation of the State to make Lease Payments does not constitute debt of the State .Lease Payments are required from legally available funds, subject to annual appropriation. See “RISK FACTORS”.

Common Pool of Collateral

Under the Master Indenture, the Lessor has assigned to the Trustee, for the benefit of all owners of Certificates, all its rights in the following:

- The funds and accounts created by the Master Indenture.
- The Lease Schedules specified in supplemental indentures.
- All Lease Payments, Leased Items, and other property and rights related to those Lease Schedules, including the security interest granted in the Master Lease.

All Leased Items serve as a common pool of collateral, ratably securing all present and future Certificates. All Certificates are secured by all Leased Items, regardless of their funding source or the time at which the Program finances them. If the Legislature fails to appropriate necessary funds for the continued performance of the State’s obligations under any Lease Schedule or if an event of default occurs under the Master Lease, then an event of default exists with respect to all outstanding Certificates. Once a Lease Schedule is fully paid, the Leased Item covered by the Lease Schedule no longer serves as collateral.

In the opinion of Bond Counsel, the transfer of Lease Schedules by the Lessor to the Trustee constitutes a true sale and not a secured transaction. The State’s obligation to make Lease Payments does not depend upon any service provided by the Lessor, and thus the transfer of Lease Schedules would be unaffected by any insolvency of the Lessor.

Reserve Fund

The Master Indenture allows a reserve fund to be established for any specific series of Certificates. As of December 15, 2008, no reserve fund has been established for any series of outstanding Certificates. In the event that the Department of Administration were to establish a reserve fund under the Master Indenture, the amounts in the reserve fund would only be available to the series of Certificates for which the reserve fund were established.

Governmental Use

In connection with each Lease Schedule, the State certifies that each Leased Item will be used to perform a governmental function. Many of the Leased Items will perform critical governmental functions, but the State does not certify that the Leased Items perform any “essential” functions. Examples of Leased Items currently existing in the Trust include components to the State’s integrated tax collection system, expansion of the State’s central mainframe computer, various information technology items that provide various automated services and information technology upgrades for the State, and energy conservation projects for state-owned buildings. See “[TABLE IV-2; Outstanding Master Lease Schedules.](#)”

Centralized Control and Review

The Program structure allows one division within the Department of Administration to centrally administer many Program activities. Program functions related to administration, review, and day-to-day operations occur in the Capital Finance Office. Program functions related to review and biennial budget preparation occur in the State Budget Office. Program functions related to collection of Lease Payments occur in the State Controller’s Office. Each of these offices is part of the Division of Executive Budget and Finance.

Two-Phase Financing Structure

The State typically uses a two-phase financing structure for the Program. In the first (or acquisition) phase, all Leased Items are initially financed with proceeds from a revolving credit facility. The revolving credit facility is a line of credit, and the State, acting on behalf of the Trustee, requests draws from the revolving credit facility to pay for the acquisition of Leased Items. Certificates have been issued to the current provider of this revolving credit facility to evidence the State’s repayment of balances under the facility. The provider of the facility is currently Dexia Credit Local, acting through its New York Branch. The State pays interest on funds drawn from the facility based on a variable basis that can be either a taxable or tax-exempt interest rate.

In the second phase, the State, acting on behalf of the Trustee, may sell additional Certificates to fund all, or a portion, of the Lease Schedules previously funded with proceeds from the revolving credit facility. Since all Lease Schedules have already been accepted by the State, the Certificates issued as part of the second phase are not subject to nonorigination risk. The State last issued fixed-rate Certificates for this purpose in August 2006.

All sources of financing for the Program are issued under the Master Indenture. See “[SECURITY FOR CERTIFICATES; Common Pool of Collateral](#)”.

Appropriation Process

The central control of the Program provides the State Budget Office with knowledge of all past, current, and pending scheduled Lease Payments due under the Master Lease. Lease Payments due under the Master Lease are not included in the State budget as a separate budget line item. Rather, Lease Payments due under the Master Lease are included with other expenditures in one or more of the existing budget line items for the participating agencies. The Secretary of the Department of Administration, under the direction of the Governor and with assistance from the State Budget Office, compiles all budget information and prepares an executive budget consisting of the planned operating expenditures and revenues of all State agencies.

State law establishes procedures for establishing and enacting a State budget. State law also provides that in the event a budget is not in effect at the start of a fiscal year, the prior year’s budget serves as the budget until such time a new budget is enacted.

The Secretary of the Department of Administration has statutory power to order reductions in the appropriations of state agencies (which represent less than one-third of the General Fund budget). See “[BUDGETING PROCESS AND FISCAL CONTROLS](#)” in [Part II of this 2008 Annual Report](#) for additional information on the State’s budget process.

Priority of Claims

The Master Lease includes representations that, if an emergency arises that requires the Department of Administration to draw vouchers for payment that will be in excess of available moneys, then the Secretary of the Department of Administration will establish a priority schedule for payments that gives a high priority to Lease Payments due under the Master Lease, but not higher than the priority given to payments on outstanding general obligations, operating notes, and State employee payroll. See **“GENERAL FUND INFORMATION; General Fund Cash Flow” in Part II of this 2008 Annual Report.**

RISK FACTORS

Nonappropriation

The State’s obligation to make Lease Payments is subject to appropriation of the necessary funds by the Legislature. No assurance is given that sufficient funds will be appropriated or otherwise available to make the Lease Payments. A failure by the State to make a Lease Payment with respect to any Leased Item would cause the Master Lease to terminate with respect to all Leased Items. The State’s obligation to make Lease Payments is not a general obligation of the State, and moreover, the obligation does not involve the State of Wisconsin Building Commission. Rather, the Master Lease is a contract entered into by the Department of Administration under separate statutory authority.

The Master Lease does not include a nonsubstitution clause. If the Legislature fails to appropriate necessary funds for the continued performance of the State’s obligations under the Master Lease, the State is allowed to acquire and use similar items for the same function as the Leased Item for which no appropriation was made.

While it is possible that failure to make the Lease Payments might hinder the State’s subsequent access to the capital markets, it should not be assumed that the Legislature would regard that possible consequence to be a compelling reason to appropriate the money needed for Lease Payments. See **“SUMMARY OF THE MASTER LEASE”** and **“SUMMARY OF THE MASTER INDENTURE”** for additional information about remedies available under the Master Lease and Master Indenture if no appropriation is made.

Essentiality of Leased Items

Although the State has made certain representations that each Leased Item serves a governmental function, it should be assumed that the State could function without any Leased Item.

Collateral Value of Leased Items

Although the State has provided a security interest in the Leased Items to the Trustee (for the benefit of the owners of Certificates), the Certificates are not offered on the basis of the collateral value of the Leased Items or the value of any other pledged asset (other than the Lease Payments). The term of the Lease Schedule is not permitted to exceed the useful life of the Leased Item; however, it should not be assumed that the value of the Leased Item at any particular time will exceed the portion of the remaining Lease Payments that will be applied to principal or that the existence of any excess would motivate the State to continue making Lease Payments. Typically it is difficult to realize the full value of collateral through sale of the collateral, and some of the Leased Items, such as service contracts, intangible property, or tangible property that is incorporated into real estate, may be impossible or difficult to sell. Records that evidence the security interest are kept by the Department of Administration, separate and apart from the central record system of security interests kept by the State of Wisconsin Department of Financial Institutions under the Uniform Commercial Code.

Tax Exemption

Should the Master Lease be terminated, no assurance can be given that subsequent payments made by the Trustee with respect to the outstanding Certificates and designated as interest would be excluded from gross income for federal income tax purposes.

Table IV-2
OUTSTANDING MASTER LEASE SCHEDULES
(As of December 15, 2008)

<u>Schedule Number</u>	<u>Origination Date</u>	<u>Maturity Date</u>	<u>Leased Item</u>	<u>Financed Amount</u>	<u>Principal Balance</u>
00-031	04/28/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 1	\$ 569,400.00	\$ 308,605.82
00-032	04/28/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	1,450,000.00	785,877.14
00-045	05/18/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Biotron Facility	74,600.00	40,426.93
00-068	06/30/00	03/01/15	WEI 3-Energy Perf Contract; UW-Colleges Marathon County	32,594.00	17,093.07
00-073	07/19/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 1	624,000.00	337,687.16
00-074	07/19/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	1,800,000.00	974,097.63
00-081	08/07/00	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 2	501,520.00	286,497.33
00-086	08/25/00	03/01/15	WEI 3-Energy Perf Contract; UW-Colleges Marathon County	102,562.00	54,170.09
00-095	09/29/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 1	312,000.00	163,998.59
00-096	09/29/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	750,000.00	393,347.29
00-097	09/29/00	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 2	364,820.00	196,456.39
00-108	10/16/00	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 3	413,798.00	223,163.98
00-120	11/02/00	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 2	276,714.00	149,426.12
00-121	11/02/00	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 3	292,169.21	157,774.39
00-128	11/22/00	09/01/15	WEI 3-Energy Perf Contract; Winnebago MHI	364,307.50	197,104.32
00-129	11/22/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Biotron Facility	131,710.25	69,142.06
00-130	11/22/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 1	450,000.00	236,230.14
00-131	11/22/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	1,200,000.00	629,947.07
00-132	11/22/00	09/01/15	WEI 3-Energy Perf Contract; UW-Colleges Waukesha County	78,880.00	42,677.11
00-135	12/18/00	09/01/15	WEI 3-Energy Perf Contract; Winnebago MHI	182,598.00	98,996.53
00-142	12/18/00	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 3	516,614.64	280,085.53
00-144	12/18/00	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 2	391,860.00	212,449.08
00-146	12/29/00	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 2	351,434.00	190,707.67
00-147	12/29/00	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 3	216,443.15	117,454.11
00-148	12/29/00	09/01/15	WEI 3-Energy Perf Contract; Winnebago MHI	79,455.00	43,116.73
00-149	12/29/00	09/01/15	WEI 3-Energy Perf Contract; UW-Colleges Waukesha County	85,000.00	46,125.73
00-151	12/29/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 1	452,800.00	237,392.58
00-152	12/29/00	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	350,000.00	183,496.93
01-001	02/01/01	09/01/15	WEI 3-Energy Perf Contract; Winnebago MHI	33,274.50	18,106.95
01-007	02/01/01	03/01/16	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 4	794,500.00	449,021.89
01-008	02/01/01	03/01/15	WEI 3-Energy Perf Contract; UW-Colleges Marathon County	27,812.00	14,511.89
01-009	02/01/01	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 3	140,829.20	76,634.86
01-010	02/01/01	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 2	256,062.00	139,340.98
01-011	02/01/01	09/01/15	WEI 3-Energy Perf Contract; UW-Colleges Waukesha County	85,000.00	46,254.37
01-012	02/01/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 1	200,000.00	104,357.06
01-013	02/01/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	350,000.00	182,624.81
01-020	02/22/01	03/01/10	WEI 3-Energy Perf Contract; Jackson Correctional	17,046.00	3,200.29
01-025	03/27/01	03/01/16	WEI 3-Energy Perf Contract; Mendota MHI	160,584.00	91,319.14
01-029	03/27/01	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 2	256,912.00	140,794.95
01-030	03/27/01	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 3	129,036.87	70,715.84
01-031	03/27/01	03/01/16	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 4	93,375.00	53,128.68
01-033	03/27/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	998,500.00	524,884.77
01-034	03/27/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Biotron Facility	73,838.75	38,815.05
01-035	03/27/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 1	151,040.00	79,397.68
01-036	03/27/01	09/01/15	WEI 3-Energy Perf Contract; UW-Colleges Waukesha County	92,000.00	50,418.58
01-037	04/17/01	03/01/14	WEI 3-Energy Perf Contract; UW-Oshkosh	286,000.00	136,578.31
01-039	04/17/01	09/01/15	WEI 3-Energy Perf Contract; UW-Colleges Waukesha County	53,534.00	29,419.76
01-043	05/09/01	09/01/13	WEI 3-Energy Perf Contract; Green Bay Correctional	14,040.00	6,335.76
01-048	05/09/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 1	25,000.00	13,215.57
01-049	05/09/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	250,000.00	132,155.96
01-050	05/09/01	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 2	50,477.20	27,810.54
01-051	05/09/01	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 4	24,025.89	13,237.11
01-052	05/09/01	03/01/16	WEI 3-Energy Perf Contract; UW-Madison Sections 1 & 2	484,510.00	277,077.71
01-053	05/09/01	03/01/14	WEI 3-Energy Perf Contract; UW-Oshkosh	277,000.00	132,679.45
01-057	05/30/01	09/01/13	WEI 3-Energy Perf Contract; Green Bay Correctional	20,500.00	9,294.68
01-058	05/30/01	03/01/10	WEI 3-Energy Perf Contract; Jackson Correctional	55,707.00	10,720.52
01-059	05/30/01	03/01/16	WEI 3-Energy Perf Contract; Mendota MHI	153,466.00	88,109.14
01-065	05/30/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	88,700.00	47,086.88
01-066	05/30/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Biotron Facility	63,011.00	33,449.74
01-067	05/30/01	03/01/14	WEI 3-Energy Perf Contract; UW-Oshkosh	235,800.00	113,458.43
01-069	05/30/01	03/01/16	WEI 3-Energy Perf Contract; UW-Platteville	319,552.00	183,463.82
01-071	06/28/01	09/01/13	WEI 3-Energy Perf Contract; Green Bay Correctional	20,500.00	9,342.67
01-073	06/28/01	03/01/16	WEI 3-Energy Perf Contract; Mendota MHI	13,500.00	7,782.68
01-077	06/28/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 1	45,208.00	24,106.71

Table IV-2—Continued
OUTSTANDING MASTER LEASE SCHEDULES
(As of December 15, 2008)

<u>Schedule Number</u>	<u>Origination Date</u>	<u>Maturity Date</u>	<u>Leased Item</u>	<u>Financed Amount</u>	<u>Principal Balance</u>
01-078	06/28/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	\$ 40,300.00	\$ 21,489.56
01-079	06/28/01	03/01/14	WEI 3-Energy Perf Contract; UW-Oshkosh	240,550.00	116,427.71
01-080	06/28/01	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 2	36,145.20	20,081.48
01-081	06/28/01	03/01/16	WEI 3-Energy Perf Contract; UW-Platteville	442,300.00	254,983.70
01-092	08/02/01	03/01/16	WEI 3-Energy Perf Contract; UW-Platteville	138,000.00	80,154.92
01-093	08/02/01	03/01/14	WEI 3-Energy Perf Contract; UW-Oshkosh	165,450.00	80,684.73
01-094	08/02/01	03/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 1	307,262.00	178,467.86
01-095	08/02/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	22,150.00	11,905.76
01-104	08/31/01	09/01/13	WEI 3-Energy Perf Contract; Green Bay Correctional	7,490.00	3,458.54
01-105	08/31/01	03/01/14	WEI 3-Energy Perf Contract; UW-Oshkosh	107,950.00	52,856.87
01-106	08/31/01	03/01/16	WEI 3-Energy Perf Contract; Mendota MHI	28,700.00	16,724.14
01-107	08/31/01	03/01/16	WEI 3-Energy Perf Contract; UW-Platteville	278,000.00	161,996.82
01-110	09/28/01	03/01/16	WEI 3-Energy Perf Contract; UW-Madison Sections 1 & 2	435,980.00	254,892.37
01-117	09/28/01	09/01/15	WEI 3-Energy Perf Contract; Winnebago MHI	20,965.00	11,819.18
01-120	09/28/01	03/01/16	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 4	45,000.00	26,308.90
01-121	09/28/01	03/01/14	WEI 3-Energy Perf Contract; UW-Oshkosh	67,000.00	32,940.58
01-122	09/28/01	03/01/16	WEI 3-Energy Perf Contract; Mendota MHI	62,800.00	36,715.54
01-123	09/28/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	26,650.00	14,429.07
01-125	09/28/01	09/01/16	WEI 3-Energy Perf Contract; UW-Whitewater	666,242.00	401,034.87
01-133	11/21/01	09/01/16	WEI 3-Energy Perf Contract; UW-Whitewater	487,245.20	295,061.86
01-138	11/21/01	03/01/16	WEI 3-Energy Perf Contract; UW-Platteville	334,050.00	196,542.47
01-147	12/28/01	03/01/16	WEI 3-Energy Perf Contract; Mendota MHI	51,210.00	30,266.57
01-148	12/28/01	09/01/13	WEI 3-Energy Perf Contract; Green Bay Correctional	7,670.00	3,608.50
01-151	12/28/01	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Biotron Facility	23,675.00	12,974.34
01-152	12/28/01	03/01/16	WEI 3-Energy Perf Contract; UW-Madison Sections 1 & 2	587,298.00	347,109.82
02-005	01/31/02	09/01/16	WEI 3-Energy Perf Contract; Southern Wisconsin Center	1,022,343.35	548,359.40
02-013	01/31/02	09/01/16	WEI 3-Energy Perf Contract; UW-Whitewater	1,081,226.20	579,942.71
02-014	01/31/02	03/01/16	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 4	81,075.00	42,253.20
02-015	01/31/02	03/01/16	WEI 3-Energy Perf Contract; UW-Madison Sections 1 & 2	227,500.00	118,564.26
02-019	02/21/02	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 1	17,552.00	8,591.48
02-020	02/21/02	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 2	21,655.60	10,986.36
02-025	02/21/02	03/01/16	WEI 3-Energy Perf Contract; UW-Madison Sections 1 & 2	100,000.00	52,385.70
02-027	02/21/02	03/01/14	WEI 3-Energy Perf Contract; UW-Oshkosh	50,250.00	22,568.68
02-028	02/21/02	09/01/16	WEI 3-Energy Perf Contract; UW-Whitewater	196,496.80	105,926.40
02-029	02/21/02	09/01/15	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 3	10,083.54	5,115.58
02-038	04/26/02	03/01/10	WEI 3-Energy Perf Contract; Jackson Correctional	12,479.00	2,474.37
02-043	04/26/02	03/01/16	WEI 3-Energy Perf Contract; UW-Madison Sections 1 & 2	225,000.00	119,766.83
02-044	04/26/02	09/01/16	WEI 3-Energy Perf Contract; UW-Whitewater	429,034.20	234,906.08
02-048	04/26/02	03/01/16	WEI 3-Energy Perf Contract; UW-Platteville	85,858.00	45,701.94
02-050	04/26/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 3	1,307,850.00	735,762.39
02-051	04/26/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Health	825,640.24	464,483.71
02-052	05/24/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Health	250,000.00	141,529.13
02-055	05/24/02	09/01/16	WEI 3-Energy Perf Contract; UW-Whitewater	142,872.90	78,753.85
02-056	05/24/02	03/01/16	WEI 3-Energy Perf Contract; Mendota MHI	32,340.00	17,333.88
02-059	05/31/02	03/01/17	WEI 3-Energy Perf Contract; Oshkosh Correctional	696,128.00	394,599.24
02-061	06/18/02	09/01/16	WEI 3-Energy Perf Contract; UW-Whitewater	127,832.05	70,867.32
02-062	06/18/02	03/01/17	WEI 3-Energy Perf Contract; Oshkosh Correctional	250,000.00	142,286.93
02-063	06/18/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 3	206,800.00	117,699.73
02-064	06/18/02	03/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 2	31,000.00	16,713.71
02-071	06/18/02	03/01/16	WEI 3-Energy Perf Contract; Kings Veterans' Home	185,490.00	100,074.31
02-082	07/16/02	09/01/12	WEI 3-Energy Perf Contract; UW-Colleges Washington County	103,301.00	40,930.27
02-083	07/16/02	03/01/17	WEI 3-Energy Perf Contract; UW-LaCrosse	79,754.00	45,706.79
02-084	07/16/02	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	1,006,392.00	562,271.58
02-085	08/22/02	09/01/16	WEI 3-Energy Perf Contract; Southern Wisconsin Center	49,230.00	27,707.91
02-086	08/22/02	03/01/17	WEI 3-Energy Perf Contract; Oshkosh Correctional	124,032.00	71,585.98
02-087	08/22/02	09/01/16	WEI 3-Energy Perf Contract; UW-Whitewater	175,328.20	98,679.15
02-088	08/22/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Health	382,687.28	220,870.76
02-089	08/22/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 3	120,000.00	69,258.89
02-090	08/22/02	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	229,500.00	129,168.43
02-092	08/22/02	03/01/09	DMV Database Redesign	294,232.65	23,916.12
02-104	09/13/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Health	682,701.48	393,576.49
02-105	09/13/02	09/01/16	WEI 3-Energy Perf Contract; UW-Whitewater	222,320.50	124,984.81
02-106	09/13/02	09/01/16	WEI 3-Energy Perf Contract; Southern Wisconsin Center	105,963.42	59,570.85
02-107	09/13/02	03/01/17	WEI 3-Energy Perf Contract; Oshkosh Correctional	553,036.00	318,824.53

Table IV-2—Continued
OUTSTANDING MASTER LEASE SCHEDULES
(As of December 15, 2008)

<u>Schedule Number</u>	<u>Origination Date</u>	<u>Maturity Date</u>	<u>Leased Item</u>	<u>Financed Amount</u>	<u>Principal Balance</u>
02-108	09/13/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 3	\$ 575,550.00	\$ 331,803.82
02-109	09/13/02	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	419,000.00	235,554.74
02-110	09/13/02	09/01/12	WEI 3-Energy Perf Contract; UW-Colleges Washington County	34,200.00	13,682.80
02-111	09/13/02	03/01/17	WEI 3-Energy Perf Contract; UW-LaCrosse	96,300.00	55,516.84
02-112	09/13/02	09/01/17	WEI 3-Energy Perf Contract; Racine Correctional	597,251.20	352,164.58
02-113	09/13/02	09/01/13	WEI 3-Energy Perf Contract; UW-Stevens Point	75,777.00	34,000.72
02-115	09/13/02	03/01/09	DMV Database Redesign	281,173.53	22,828.57
02-120	10/04/02	09/01/09	Record Center Shelving	314,453.00	46,980.61
02-123	10/24/02	03/01/09	DMV Database Redesign	359,712.77	29,137.06
02-126	10/24/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Health	30,641.00	17,623.31
02-127	10/24/02	09/01/17	WEI 3-Energy Perf Contract; Racine Correctional	361,201.60	212,483.14
02-128	10/24/02	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	100,000.00	56,087.22
02-129	10/24/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 3	75,000.00	43,136.60
02-130	10/24/02	09/01/14	WEI 3-Energy Perf Contract; Kettle Moraine Correctional	127,113.00	62,542.75
02-131	10/24/02	09/01/13	WEI 3-Energy Perf Contract; UW-Colleges Fox Valley	143,756.00	64,352.10
02-132	10/24/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	1,077,876.00	619,945.07
02-143	11/19/02	03/01/17	WEI 3-Energy Perf Contract; UW-LaCrosse	63,250.00	36,188.12
02-144	11/19/02	09/01/13	WEI 3-Energy Perf Contract; UW-Stevens Point	65,090.00	29,089.06
02-145	11/19/02	09/01/09	DMV Database Redesign	788,372.82	117,467.07
02-146	11/19/02	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	90,000.00	50,394.68
02-147	11/19/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Health	59,634.00	34,241.79
02-148	11/19/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 3	171,500.00	98,475.22
02-149	12/19/02	09/01/09	Integrated Tax System Phase 2 Milestone 1	6,056,718.00	901,202.65
02-151	12/30/02	09/01/13	WEI 3-Energy Perf Contract; UW-Stevens Point	121,100.00	55,486.56
02-152	12/30/02	03/01/16	WEI 3-Energy Perf Contract; Kings Veterans' Home	13,010.00	7,351.83
02-153	12/30/02	09/01/13	WEI 3-Energy Perf Contract; UW-Colleges Fox Valley	36,500.00	16,723.87
02-154	12/30/02	09/01/14	WEI 3-Energy Perf Contract; Kettle Moraine Correctional	69,200.00	35,034.98
02-155	12/30/02	03/01/14	WEI 3-Energy Perf Contract; UW-Madison Health	39,220.00	19,207.15
02-156	12/30/02	09/01/17	WEI 3-Energy Perf Contract; Racine Correctional	189,187.30	115,800.68
02-157	12/30/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	120,000.00	71,706.23
02-158	12/30/02	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	130,075.00	75,693.76
02-159	12/30/02	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 3	103,000.00	61,547.84
02-160	12/30/02	09/01/09	DMV Database Redesign	347,464.91	50,723.14
02-163	12/30/02	09/01/16	WEI 3-Energy Perf Contract; Southern Wisconsin Center	42,633.43	24,809.39
03-001	01/24/03	09/01/17	WEI 3-Energy Perf Contract; Racine Correctional	41,851.50	25,768.92
03-002	01/24/03	09/01/14	WEI 3-Energy Perf Contract; Kettle Moraine Correctional	45,000.00	22,944.94
03-003	01/24/03	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Health	51,670.00	31,063.48
03-004	01/24/03	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	222,760.00	130,441.06
03-005	01/24/03	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 3	82,800.00	49,778.53
03-007	01/24/03	09/01/09	DMV Database Redesign	318,371.14	46,997.93
03-011	02/14/03	09/01/13	WEI 3-Energy Perf Contract; UW-Stevens Point	77,200.00	35,865.10
03-012	02/14/03	09/01/09	DMV Database Redesign	430,084.33	64,072.74
03-016	02/28/03	03/01/16	WEI 3-Energy Perf Contract; UW-Milwaukee Phase 4	55,150.00	31,662.56
03-017	02/28/03	03/01/17	WEI 3-Energy Perf Contract; Oshkosh Correctional	16,880.00	10,238.63
03-020	02/28/03	03/01/18	WEI 3-Energy Perf Contract; UW-Colleges Marathon County	69,900.00	44,612.74
03-026	03/14/03	03/01/10	Development of E-WiSACWIS	324,211.90	44,732.30
03-029	03/14/03	03/01/10	Coach Bus	340,822.00	71,982.43
03-030	03/14/03	03/01/10	DMV Database Redesign	383,004.41	80,891.45
03-032	04/14/03	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 3	85,000.00	52,132.33
03-033	04/14/03	09/01/17	WEI 3-Energy Perf Contract; Racine Correctional	38,911.40	24,429.05
03-034	04/14/03	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Health	157,664.00	96,698.72
03-035	04/14/03	09/01/16	WEI 3-Energy Perf Contract; UW-Whitewater	35,496.15	21,217.08
03-039	04/14/03	09/01/13	WEI 3-Energy Perf Contract; UW-Stevens Point	27,980.00	13,248.48
03-040	04/14/03	03/01/10	DMV Database Redesign	468,532.04	100,283.19
03-045	05/06/03	09/01/09	Integrated Tax System Phase 2 Release 1	1,246,527.00	193,025.55
03-046	07/31/03	03/01/18	WEI 3-Energy Perf Contract; UW-Eau Claire Phase 3	52,680.00	34,827.93
03-049	05/06/03	03/01/10	Coach Bus	340,822.00	73,668.25
03-050	05/06/03	03/01/10	Manure Handling Equipment - Waupun Farms	163,000.00	35,232.24
03-052	05/27/03	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	306,308.00	185,161.39
03-053	05/27/03	09/01/12	WEI 3-Energy Perf Contract; UW-Colleges Washington County	8,025.00	3,421.22
03-054	05/27/03	03/01/10	DMV Database Redesign	481,094.79	104,969.18
03-055	05/27/03	03/01/10	Development of E-WISACWIS	265,726.00	39,587.16
03-057	06/19/03	09/01/13	WEI 3-Energy Perf Contract; Oakhill Correctional	172,414.90	83,320.75
03-060	06/19/03	03/01/10	DMV Database Redesign	350,079.93	77,103.68

Table IV-2—Continued
OUTSTANDING MASTER LEASE SCHEDULES
(As of December 15, 2008)

<u>Schedule Number</u>	<u>Origination Date</u>	<u>Maturity Date</u>	<u>Leased Item</u>	<u>Financed Amount</u>	<u>Principal Balance</u>
03-061	06/19/03	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	\$ 189,775.00	\$ 115,320.64
03-062	07/10/03	09/01/16	WEI 3-Energy Perf Contract; Southern Wisconsin Center	27,851.81	17,015.60
03-063	07/10/03	03/01/10	Development of E-WiSACWIS	291,680.70	44,276.81
03-066	07/10/03	03/01/17	WEI 3-Energy Perf Contract; UW-LaCrosse	19,432.00	12,173.57
03-067	07/10/03	03/01/10	Manure Handling System	37,000.00	8,225.86
03-072	07/31/03	03/01/10	DMV Database Redesign	295,253.01	67,751.60
03-074	07/31/03	03/01/10	Development of E-WISACWIS	187,592.80	27,252.28
03-076	07/31/03	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	250,000.00	157,488.61
03-077	07/31/03	09/01/13	WEI 3-Energy Perf Contract; UW-Stevens Point	11,740.00	5,772.46
03-079	08/20/03	03/01/10	WiSACWIS Phase 2	1,055,797.00	83,490.90
03-080	08/20/03	03/01/10	DMV Database Redesign	281,408.93	65,183.47
03-083	08/20/03	03/01/10	Addition of Lavatories to Coach Buses	32,821.80	7,602.60
03-088	09/22/03	09/01/10	Development of WiSACWIS Phase 2	654,520.00	72,840.47
03-089	09/19/03	03/01/10	DMV Database Redesign	326,148.03	76,762.66
03-091	10/27/03	09/01/13	WEI 3-Energy Perf Contract; Oregon Correctional	52,068.10	26,391.17
03-092	10/27/03	03/01/10	DMV Database Redesign	302,529.60	72,448.92
03-093	10/27/03	03/01/18	WEI 3-Energy Perf Contract; UW-Eau Claire	163,040.00	110,257.97
03-096	11/13/03	03/01/10	DMV Database Redesign	351,103.03	84,758.89
03-099	11/13/03	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	130,000.00	85,659.17
03-100	12/11/03	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	758,482.00	483,643.79
03-101	12/11/03	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	254,050.00	165,850.92
03-102	12/11/03	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Health	75,617.00	49,364.89
03-103	12/11/03	09/01/10	Development of WiSACWIS Phase 2	1,653,820.00	178,254.15
03-105	12/11/03	03/01/15	WEI 3-Energy Perf Contract; UW-Madison Charter Street Phase 2	22,500.00	13,142.38
03-107	12/11/03	03/01/10	DMV Database Redesign	232,218.56	57,070.74
04-001	01/16/04	09/01/10	Development of E-WiSACWIS-Internet Child	43,183.20	6,620.61
04-002	01/16/04	03/01/10	DMV Database Redesign	201,270.61	50,120.98
04-006	02/24/04	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Health	31,633.00	21,065.20
04-007	02/24/04	09/01/10	Development of WiSACWIS Phase 2	229,658.00	27,426.58
04-008	02/24/04	09/01/10	Development of E-WiSACWIS	38,105.40	4,550.69
04-009	02/24/04	03/01/10	DMV Database Redesign	133,559.64	33,909.42
04-012	02/24/04	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	277,000.00	180,282.03
04-013	02/24/04	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	278,200.00	185,260.36
04-014	02/24/04	03/01/10	Manure Handling System - Waupun Correct.	9,454.00	2,400.28
04-015	03/23/04	03/01/10	DMV Database Redesign	205,290.14	52,902.58
04-016	03/23/04	09/01/10	Development of Statewide Child Welfare S	1,586,770.00	192,134.99
04-017	04/22/04	03/01/17	WEI 3-Energy Perf Contract; UW-Colleges Baraboo/Sauk	163,226.00	110,439.00
04-018	04/22/04	03/01/12	WEI 3-Energy Perf Contract; Dodge Correctional	144,800.00	67,959.03
04-019	04/22/04	03/01/10	DMV Database Redesign	85,048.88	22,248.36
04-020	04/22/04	03/01/09	Golf Course Maintenance Equipment	17,398.00	1,828.11
04-021	04/22/04	09/01/15	WEI 3-Energy Perf Contract; UW-Madison Biotron Facility	6,165.00	3,869.47
04-026	05/12/04	03/01/09	Golf Course Maintenance Equipment	84,465.00	8,986.69
04-027	05/12/04	03/01/10	DMV Database Redesign	190,133.00	50,261.13
04-030	06/10/04	03/01/10	DMV Database Redesign FINAL	5,269.75	1,413.82
04-031	06/10/04	09/01/10	WiSACWIS Phase 2 - Develop Statewide Sys	119,434.00	15,012.11
04-032	06/10/04	03/01/18	WEI 3-Energy Perf Contract; UW-Eau Claire Phase 3	4,915.00	3,520.46
04-034	06/30/04	03/01/10	Integrated Tax System Phase III, Release 2, Milestones 4-6	413,838.00	112,230.70
04-037	06/30/04	09/01/10	WiSACWIS Phase 2 - Child Welfare Statewide System	43,174.00	5,481.08
04-041	07/20/04	09/01/09	CARES -Web Graphical User Interface	879,325.00	176,379.70
04-042	07/20/04	09/01/14	WEI 3-Energy Perf Contract; Ethan Allen School	210,757.00	129,405.77
04-043	08/20/04	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	190,000.00	132,582.60
04-044	08/20/04	09/01/10	Development of WiSACWIS Phase 2 FINAL	2,430,141.00	318,887.41
04-045	09/20/04	09/01/11	LED Sign	559,063.07	248,920.54
04-046	09/20/04	09/01/09	Vehicle Scale Test Truck	74,591.48	15,684.05
04-049	10/29/04	09/01/14	WEI 3-Energy Perf Contract; Ethan Allen School	122,991.00	75,167.45
04-050	10/29/04	03/01/12	WEI 3-Energy Perf Contract; Dodge Correctional	418,453.00	204,653.69
04-051	10/29/04	03/01/17	WEI 3-Energy Perf Contract; UW-Colleges Baraboo/Sauk	30,663.00	21,807.23
04-052	10/29/04	03/01/09	Upgrades to CARES	1,237,709.03	152,683.17
04-054	10/29/04	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	175,000.00	124,458.34
04-055	10/29/04	09/01/17	WEI 3-Energy Perf Contract; Racine Correctional	28,051.00	20,324.05
04-056	10/29/04	09/01/09	Street & Directional Signage - State Fair Park	37,442.58	8,062.16
04-058	11/30/04	09/01/09	Street & Directional Signage - State Fair Park	25,853.31	5,673.80
04-060	11/30/04	03/01/09	Upgrades to CARES	1,117,580.00	140,515.99
04-061	11/30/04	03/01/18	WEI 3-Energy Perf Contract; UW-Eau Claire	42,765.00	31,940.60

Table IV-2—Continued
OUTSTANDING MASTER LEASE SCHEDULES
(As of December 15, 2008)

<u>Schedule Number</u>	<u>Origination Date</u>	<u>Maturity Date</u>	<u>Leased Item</u>	<u>Financed Amount</u>	<u>Principal Balance</u>
05-001	01/06/05	03/01/09	Development of Data Center	\$ 285,000.00	\$ 35,906.34
05-002	01/06/05	09/01/09	Van Body, Trolley System, and Scale Test	102,500.00	22,996.49
05-004	01/31/05	03/01/12	WEI 3-Energy Perf Contract; Dodge Correctional	90,617.00	46,029.78
05-005	01/31/05	03/01/14	WEI 3-Energy Perf Contract; UW-Madison Section 7	175,000.00	108,486.00
05-008	03/17/05	03/01/09	Development of Data Center	133,000.00	17,606.58
05-009	03/17/05	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	501,490.00	375,980.47
05-010	03/17/05	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	320,550.00	236,189.20
05-011	03/17/05	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	290,000.00	209,606.24
05-014	04/13/05	09/01/09	Upgrade to CARES System	744,430.00	177,353.80
05-019	04/13/05	03/01/09	Development of Data Warehouse-Legislature	199,500.00	26,892.16
05-022	05/05/05	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	547,825.00	408,186.83
05-023	05/05/05	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	387,180.00	288,809.10
05-032	05/26/05	03/01/10	Integrated Tax System Phase 3 - Release 2.0	441,815.00	144,868.14
05-033	06/09/05	03/01/10	Golf Course Maintenance Equipment	118,620.00	39,182.50
05-036	06/30/05	03/01/10	Integrated Tax System Phase 3 - Release 2.0	211,410.00	63,625.60
05-043	08/17/05	09/01/11	LED Sign	35,000.00	18,103.15
05-044	08/17/05	03/01/09	CAD V, CAD V Redundancy, Digitized Mapping	283,850.00	42,368.29
05-046	09/07/05	03/01/12	Integrated Tax System Phase 3-WINPAS Project	600,000.00	335,983.94
05-047	09/07/05	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	165,000.00	126,795.51
05-048	09/07/05	03/01/14	WEI 3-Energy Perf Contract; UW-Madison Section 7	319,286.00	212,617.37
05-054	11/23/05	03/01/12	Integrated Tax System Phase 3-WINPAS Project	900,000.00	520,547.03
05-055	11/23/05	03/01/17	WEI 3-Energy Perf Contract; UW-Oshkosh	170,643.00	133,640.37
05-056	11/23/05	03/01/14	WEI 3-Energy Perf Contract; UW-Madison Section 7	350,000.00	239,113.22
05-058	12/21/05	03/01/12	WEI 3-Energy Perf Contract; Dodge Correctional	70,175.00	40,906.62
06-001	01/11/06	03/01/12	Integrated Tax System Phase 3-WINPAS Project	450,000.00	264,739.96
06-002	01/11/06	03/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 2	24,000.00	18,373.92
06-004	01/11/06	09/01/10	Portable Radios & Inband Repeaters	777,787.00	348,939.62
06-005	01/31/06	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	88,770.00	72,339.32
06-007	01/31/06	09/01/10	Portable Radios & Inband Repeaters	250,600.00	72,135.90
06-008	02/17/06	03/01/12	Integrated Tax System Phase 3-WINPAS Project	2,050,000.00	1,223,865.64
06-009	02/17/06	03/01/09	Development of Data Center	63,503.87	10,956.14
06-010	03/03/06	03/01/17	WEI 3-Energy Perf Contract; UW-Oshkosh	110,600.00	88,559.24
06-011	03/03/06	03/01/09	Server Consolidation Initiative Phase 1	1,979,772.66	343,456.20
06-012	03/31/06	03/01/09	Development of Data Center	76,500.00	13,706.07
06-013	03/31/06	03/01/09	Server Consolidation Initiative Phase 1	2,633,879.00	471,897.56
06-014	03/31/06	03/01/17	WEI 3-Energy Perf Contract; UW-Oshkosh	33,231.00	26,751.26
06-015	03/31/06	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 3	42,500.00	34,212.90
06-016	03/31/06	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	70,442.00	55,853.94
06-017	03/31/06	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	170,000.00	136,851.56
06-018	03/31/06	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	25,544.00	20,845.03
06-019	03/31/06	03/01/14	WEI 3-Energy Perf Contract; UW-Madison Section 7	160,000.00	113,672.36
06-020	04/17/06	03/01/09	Personal Computers, Hardware and Software	5,533.20	1,006.52
06-022	05/19/06	03/01/09	Server Consolidation Initiative Phase 1	27,424.00	5,134.74
06-024	05/19/06	03/01/09	Development of Data Center	332,500.00	60,143.56
06-025	05/19/06	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	367,500.00	294,296.80
06-026	05/19/06	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	240,000.00	195,012.96
06-027	05/19/06	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	25,000.00	20,581.34
06-028	05/19/06	03/01/14	WEI 3-Energy Perf Contract; UW-Madison Section 7	120,000.00	86,455.95
06-029	05/19/06	03/01/13	Integrated Property Assessment System (IPAS)	144,187.00	97,491.47
06-030	05/31/06	03/01/09	Server Consolidation Initiative Phase 1	602,516.96	104,997.45
06-032	06/16/06	03/01/09	Server Consolidation Initiative Phase 2	685,505.98	103,183.86
06-033	06/16/06	03/01/09	Mobile & Portable Radio Equip Upgrade	404,686.60	57,846.02
06-034	06/16/06	03/01/09	Oakhill Correction - 7 Passenger Minivan	15,117.00	2,903.83
06-035	06/16/06	03/01/11	Golf Course Maintenance Equipment	65,660.50	35,847.29
06-036	06/30/06	03/01/10	Communications Equipment Upgrade	290,264.00	56,637.61
06-037	06/30/06	09/01/16	WEI 3-Energy Perf Contract; UW-Madison Section 4	574,730.00	464,338.96
06-038	06/30/06	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	530,000.00	434,261.50
06-039	06/30/06	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	70,000.00	58,083.79
06-040	06/30/06	03/01/14	WEI 3-Energy Perf Contract; UW-Madison Section 7	100,000.00	72,944.73
06-041	06/30/06	03/01/17	WEI 3-Energy Perf Contract; UW-Oshkosh	50,000.00	40,968.06
06-042	06/30/06	03/01/09	Server Consolidation Initiative Phase 1	687,753.86	132,694.10
06-044	06/30/06	03/01/12	Integrated Tax System Phase 3-WINPAS Project	300,000.00	189,258.42
06-045	06/30/06	03/01/13	Integrated Business Information System	3,825,007.91	2,706,410.45
06-046	06/30/06	03/01/09	Communications Equipment Upgrade	131,998.90	9,094.41

Table IV-2—Continued
OUTSTANDING MASTER LEASE SCHEDULES
(As of December 15, 2008)

<u>Schedule Number</u>	<u>Origination Date</u>	<u>Maturity Date</u>	<u>Leased Item</u>	<u>Financed Amount</u>	<u>Principal Balance</u>
06-047	07/19/06	03/01/09	Oakhill Correction - 15 Passenger Van	\$ 21,015.00	\$ 4,168.97
06-048	07/19/06	03/01/09	Server Consolidation Initiative Phase 2	370,254.19	71,184.49
06-049	07/19/06	03/01/09	Server Consolidation Initiative Phase 1	42,370.35	8,405.45
06-050	07/19/06	03/01/12	Integrated Tax System Phase 3-WINPAS Project	600,000.00	381,514.11
06-051	08/02/06	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	170,000.00	141,531.95
06-052	08/02/06	03/01/17	WEI 3-Energy Perf Contract; UW-Oshkosh	40,000.00	33,301.64
06-053	08/02/06	03/01/09	Server Consolidation Initiative Phase 2	706,959.60	147,007.69
06-054	08/02/06	03/01/11	Golf Course Maintenance Equipment	40,223.00	22,956.21
06-055	08/02/06	03/01/12	Integrated Tax System Phase 3-WINPAS Project	1,000,000.00	614,670.38
06-056	08/31/06	09/01/14	WEI 3-Energy Perf Contract; Ethan Allen School	25,848.00	20,392.77
06-057	08/31/06	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	160,000.00	136,105.02
06-058	08/31/06	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	70,000.00	60,169.48
06-059	08/31/06	03/01/14	WEI 3-Energy Perf Contract; UW-Madison Section 7	50,000.00	38,578.61
06-060	08/31/06	03/01/17	WEI 3-Energy Perf Contract; UW-Oshkosh	152,000.00	129,299.77
06-061	09/15/06	03/01/10	Communications Equipment Upgrade	127,912.78	58,365.47
06-062	09/15/06	03/01/09	Server Consolidation Initiative Phase 2	265,318.02	56,745.91
06-064	09/29/06	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	180,000.00	153,987.00
06-065	09/29/06	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	95,000.00	82,094.28
06-066	09/29/06	03/01/17	WEI 3-Energy Perf Contract; UW-Oshkosh	28,000.00	23,953.53
06-067	10/17/06	03/01/09	Server Consolidation Initiative Phase 2	134,182.00	29,702.07
06-068	10/17/06	03/01/12	Integrated Tax System Phase 3-WINPAS Project	500,000.00	340,885.70
06-069	10/31/06	03/01/09	Server Consolidation Initiative Phase 2	4,338,376.00	970,656.42
06-071	11/22/06	09/01/09	LAN Infrastructure Replacement	228,568.46	85,804.34
06-072	12/15/06	03/01/13	Integrated Business Information System	199,407.99	150,610.46
06-073	12/15/06	03/01/12	Integrated Tax System Phase 3-WINPAS Project	1,150,000.00	805,071.50
06-074	12/15/06	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	230,000.00	199,836.74
06-075	12/15/06	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	285,000.00	249,137.53
06-076	12/15/06	03/01/09	Server Consolidation Initiative Phase 2	19,223.00	4,548.80
06-077	12/29/06	03/01/13	Integrated Business Information System	971,908.16	735,612.57
06-078	12/29/06	03/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 5	110,879.00	96,623.76
06-079	12/29/06	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	230,000.00	202,239.91
07-001	01/19/07	03/01/10	Personal Computers, Laptops, Monitors, & Hardware	212,127.73	106,666.14
07-002	01/19/07	03/01/14	Intoximeters - Breath Alcohol Testing Equipment	637,500.00	513,781.48
07-003	01/19/07	03/01/09	Server Consolidation Initiative Phase 2	3,738,716.00	923,149.38
07-004	01/19/07	03/01/13	Integrated Business Information System	47,396.96	36,417.43
07-005	01/19/07	03/01/10	Personal Computer & Monitor Replacement (FY07)	198,621.85	99,874.86
07-006	01/19/07	03/01/10	Mobile Data Computer (MDC) Replacement	3,134,209.24	1,576,003.27
07-007	02/02/07	03/01/10	Personal Computers, Laptops, Monitors, & Hardware	678,395.88	344,680.58
07-008	02/02/07	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	318,576.00	281,959.94
07-009	02/02/07	03/01/14	WEI 3-Energy Perf Contract; UW-Madison Section 7	60,000.00	48,557.35
07-010	02/02/07	03/01/10	Communications Equipment Upgrade	264,219.67	134,245.20
07-011	02/02/07	03/01/10	Personal Computer & Monitor Replacement (FY07)	67,480.08	34,285.40
07-012	02/23/07	03/01/13	Integrated Business Information System	359,013.99	279,208.28
07-013	02/23/07	03/01/09	Server Consolidation Initiative Phase 1	231,181.70	59,554.72
07-014	02/23/07	03/01/09	Server Consolidation Initiative Phase 2	14,606.00	3,762.65
07-015	02/23/07	03/01/12	Integrated Tax System Phase 3-WINPAS Project	660,000.00	478,807.28
07-017	03/30/07	03/01/09	Server Consolidation Initiative Phase 1	156,194.78	41,800.02
07-018	03/30/07	03/01/09	Server Consolidation Initiative Phase 2	487,883.11	132,047.89
07-019	03/30/07	03/01/10	Personal Computer & Monitor Replacement (FY07)	59,099.65	31,547.55
07-020	04/27/07	03/01/13	Integrated Business Information System	48,750.00	38,861.01
07-021	04/27/07	03/01/10	Personal Computer & Monitor Replacement (FY07)	200,048.29	109,357.12
07-022	04/27/07	03/01/12	Golf Course Maintenance Equipment	14,500.00	10,850.94
07-023	05/18/07	03/01/13	Integrated Property Assessment System (IPAS)	111,050.00	89,345.07
07-025	07/13/07	03/01/14	Integrated Tax System Phase 3-WINPAS Project	990,000.00	845,794.45
07-026	07/13/07	03/01/12	Golf Course Maintenance Equipment	83,134.00	64,499.07
07-027	07/13/07	03/01/14	Intoximeters - Breath Alcohol Testing Equipment	963,900.00	823,459.66
07-028	07/13/07	03/01/13	Integrated Business Information System	222,297.94	183,007.67
07-029	07/13/07	03/01/09	Mainframe Capacity Upgrade	1,068,600.00	272,647.97
07-030	07/13/07	03/01/10	Personal Computer Replacement	85,779.00	50,378.02
07-031	08/10/07	09/01/09	DNA Analyzer	328,224.50	160,399.21
07-032	08/10/07	03/01/10	Communications Equipment Upgrade	23,000.56	13,606.46
07-033	08/10/07	09/01/12	Delivery Vehicle	74,442.00	59,636.45
07-034	08/10/07	03/01/10	Personal Computer & Monitor Replacement (FY07)	61,538.64	36,404.50
07-035	08/10/07	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	780,000.00	706,212.36

Table IV-2—Continued
OUTSTANDING MASTER LEASE SCHEDULES
(As of December 15, 2008)

<u>Schedule Number</u>	<u>Origination Date</u>	<u>Maturity Date</u>	<u>Leased Item</u>	<u>Financed Amount</u>	<u>Principal Balance</u>
07-036	08/31/07	09/01/12	Delivery Vehicle	\$ 39,194.00	\$ 31,692.81
07-037	09/14/07	03/01/12	Golf Course Maintenance Equipment	30,659.00	24,300.41
07-038	09/14/07	03/01/09	Mainframe Capacity Upgrade	741,868.00	213,639.82
07-039	09/28/07	03/01/13	Integrated Business Information System	26,552.34	22,203.50
07-040	09/28/07	03/01/09	Mainframe Capacity Upgrade	741,868.00	210,127.91
07-041	09/28/07	09/01/12	Delivery Vehicles	237,600.00	190,688.04
07-042	10/26/07	03/01/10	Communications Equipment Upgrade	81,733.61	52,339.22
07-043	10/26/07	03/01/13	Integrated Business Information System	18,750.00	15,872.03
07-044	10/26/07	03/01/14	Integrated Tax System Phase 3-WINPAS Project	415,000.00	361,785.28
07-045	12/07/07	09/01/10	WINPAS Collocation at DET Data Center	1,290,462.13	946,205.26
07-046	12/07/07	03/01/10	Communications Equipment Upgrade	19,059.32	12,809.59
07-047	12/07/07	03/01/13	Integrated Property Assessment System (IPAS)	291,973.00	252,100.46
07-048	12/07/07	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	300,000.00	278,577.02
07-049	12/21/07	09/01/14	Digital Microwave Equipment Replacement	1,314,719.00	1,136,477.76
07-050	12/21/07	03/01/14	Integrated Tax System Phase 3-WINPAS Project	1,235,000.00	1,099,918.39
08-001	01/18/08	09/01/10	WINPAS Collocation at DET Data Center	249,708.50	191,179.35
08-002	01/18/08	03/01/13	Integrated Business Information System	26,502.94	23,392.78
08-003	02/08/08	09/01/10	Recreational Vehicle Registration System	275,000.00	103,886.06
08-004	02/08/08	09/01/14	Digital Microwave Equipment Replacement	239,214.38	218,515.50
08-005	03/07/08	03/01/14	Integrated Tax System Phase 3-WINPAS Project	600,000.00	551,225.09
08-006	03/07/08	03/01/11	Personal Computer & Laptop Replacement	186,142.42	155,726.79
08-007	03/07/08	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	150,000.00	142,276.03
08-008	03/07/08	09/01/14	Digital Microwave Equipment Replacement	53,754.40	49,721.08
08-009	03/07/08	03/01/11	Laptop Replacement	961,557.47	510,447.07
08-010	03/27/08	03/01/15	Campaign Finance Information System	144,106.00	135,012.02
08-011	04/18/08	03/01/13	Integrated Property Assessment System (IPAS)	111,080.00	102,569.21
08-012	05/16/08	03/01/13	Golf Course Maintenance Equipment	20,151.00	18,919.72
08-013	04/18/08	03/01/13	Golf Course Maintenance Equipment	27,000.00	24,931.29
08-014	05/16/08	03/01/14	WEI 3-Energy Perf Contract; UW-Madison Section 7	480,000.00	455,752.35
08-015	05/16/08	03/01/11	Mobile and Portable Radio Replacement	268,749.85	165,761.73
08-016	06/06/08	03/01/13	Golf Course Maintenance Equipment	142,143.00	135,023.29
08-017	06/06/08	03/01/15	Campaign Finance Information System	144,106.00	139,034.05
08-018	06/27/08	03/01/15	Campaign Finance Information System	14,420.00	14,040.96
08-019	06/27/08	03/01/11	Personal Computer Replacement-Specialty Labs	30,170.00	28,165.15
08-020	07/18/08	03/01/15	Campaign Finance Information System	82,248.00	82,248.00
08-021	07/18/08	09/01/11	Network Hardware Replacement	40,836.32	40,836.32
08-022	08/05/08	09/01/15	CNC Milling Machine	39,231.00	13,231.00
08-023	08/05/08	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	100,000.00	100,000.00
08-024	08/05/08	03/01/14	Integrated Tax System Phase 3-WINPAS Project	375,000.00	375,000.00
08-025	09/05/08	09/01/13	Lawn Mower for Athletic Fields	47,333.00	47,333.00
08-026	09/05/08	03/01/17	WEI 3-Energy Perf Contract; UW-Oshkosh	12,912.00	12,912.00
08-027	09/05/08	09/01/11	Network Hardware Replacement	11,646.00	11,646.00
08-028	09/30/08	03/01/14	Integrated Tax System Phase 3-WINPAS Project	1,125,000.00	1,125,000.00
08-029	09/30/08	09/01/11	Software for Online Income Tax Filing	589,107.84	589,107.84
08-030	10/31/08	03/01/14	Integrated Tax System Phase 3-WINPAS Project	320,000.00	320,000.00
08-031	10/31/08	03/01/15	Campaign Finance Information System	238,716.00	238,716.00
08-032	11/26/08	03/01/13	Integrated Property Assessment System (IPAS)	157,560.00	157,560.00
08-033	11/26/08	09/01/15	Digital Microwave Equipment Replacement - Phase 2	1,442,233.00	1,442,233.00
08-034	11/26/08	09/01/15	Wisconsin Integrated Correction System (WICS) - Phase 1	3,990,331.85	3,990,331.85
08-035	11/26/08	09/01/17	WEI 3-Energy Perf Contract; UW-Madison Section 6	230,000.00	230,000.00
08-036	11/26/08	03/01/14	WEI 3-Energy Perf Contract; UW-Madison Section 7	325,000.00	325,000.00
				\$ 74,143,589.48	

Source: State of Wisconsin Department of Administration

Note: The principal balance of the Lease Schedules reflects amortization at an assumed fixed interest rate; during the period that a Lease Schedule is funded with proceeds from a revolving credit facility, interest is based on a variable interest rate.

Applicability of Securities Law

Should the Master Lease be terminated, the transfer of a Certificate might be subject to compliance with the registration provisions of applicable federal and state securities laws, which could impair the liquidity of the Certificates.

SUMMARY OF THE MASTER LEASE

The following is a summary of certain provisions of the Master Lease.

Acquisition, Delivery, and Lease of Leased Items

The Master Lease establishes the process for acquiring property and service items. It requires the State to provide written notice to the Lessor, identifying:

- The items it desires to lease
- The anticipated schedule for making Lease Payments
- The anticipated date or dates on which payments to acquire the Leased Item are due and payable

The notice must also confirm that the State expects that sufficient moneys will be available to pay the acquisition costs, as arranged solely by the State. The State (or the Lessor at the State's request) orders each Leased Item from the contractor selected by the State.

The State is responsible for selecting Leased Items, reviewing the terms of purchase, and arranging for the delivery, installation, testing, servicing, and maintenance of the Leased Items.

Upon delivery and any required installation of any Leased Item that is a Property Item, the State is required to inspect such item, and if it meets the State's specifications, then the State, before the end of the acceptance period agreed to by the contractor, must provide the Lessor with a certificate of acceptance. At the time the Property Item is accepted, the State will perfect a security interest therein in favor of the Lessor or any party to which such security interest is assigned with the State's consent. Before the commencement of service for a Leased Item that is a service contract, the State must provide the Lessor with a certificate of acceptance. Any Leased Items thus acquired become subject to the Master Lease, and upon acceptance, the State becomes obligated to make the Lease Payments.

Lease Term and Lease Termination

The Master Lease is in effect until all Lease Payments have been paid, unless the Master Lease is either extended or terminated earlier, as provided in the Master Lease. With respect to any Leased Item, the obligation to make Lease Payments begins:

- On the date of execution of the related Lease Schedule and the certificate of acceptance, or
- On the date that sufficient moneys are received in a particular fund from which the costs of Leased Items are to be paid.

Subject to appropriation, the State presently intends to keep the Master Lease in effect for its entire term and to make all Lease Payments. The State agrees that the appropriate budget requests for each fiscal year will include all Lease Payments coming due in the fiscal year. In the event an emergency arises that requires the State to draw vouchers for payments that will be in excess of available moneys and the Secretary of Administration establishes a priority schedule for payments under the Statutes, the Secretary will give a high priority to Lease Payments due under the Master Lease.

In accordance with the Statutes, the continuance of the Master Lease beyond the limits of funds already available to the State is contingent upon appropriation of the necessary funds. If an Event of Nonappropriation occurs for any fiscal year, then the State has the right to terminate the Master Lease. Termination would affect all Leased Items and would be effective as of the last day of a fiscal year (that is, June 30th).

The State would still be obligated to make any Lease Payments due by the end of the fiscal year but would not be responsible for the payment of any Lease Payments scheduled to come due in any succeeding fiscal year. In the event of termination of the Master Lease based on an Event of Nonappropriation, if the Lessor requests, the State is required to deliver possession of all Lease Items to the Lessor and must convey to the Lessor, or release, its interest in all Leased Items.

With respect to any Leased Item, the respective Lease Schedule terminates when all Lease Payments relating to it are paid under the Lease Schedule or when the State terminates the Lease Schedule by paying the applicable purchase price for the Leased Item.

The Master Lease will terminate in its entirety (which will affect all Leased Items) if an Event of Nonappropriation occurs, or if the State defaults and the Lessor elects to terminate the Master Lease.

Insurance Requirements; Loss or Damage to Leased Items

The State is required to provide insurance coverage against certain risks, through its self-funded liability and property programs, for which sum-sufficient appropriations are made under the Statutes. Insured risks include:

- Damage to or destruction of Leased Items
- Liability for injuries to or death of any person or damage to or loss of property related to use of the Leased Items
- The employer's costs for worker's compensation relating to use of the Leased Items

The State assumes all risks and liabilities for loss or damage to any Leased Item and for injury to or death of any person or damage to any other property arising from use of the property items or arising with respect to service items, to the extent such loss, damage, injury, death, or damage to other property is caused by acts committed by an officer or employee of the State while acting within the scope of employment or any agent of the State while acting within the scope of the agency.

If any Leased Item delivered to the State is lost, then the State is required to replace the item or pay the applicable purchase price for that Leased Item.

When the State pays the purchase price for any Leased Item, the Master Lease terminates with respect to such Leased Item and the State becomes entitled to such Leased Item, *as is, where is, and without any warranty*, except for any warranty from the contractor that provided the Leased Item.

Other Obligations

The Lessor has no responsibility for the use or maintenance of the Leased Items. The State is required to use all Leased Items carefully, properly, and lawfully. The State is required to maintain all Leased Items. The State is required to pay any charges assessed against Leased Items.

Rights in Leased Items; Security Interest

The Lessor does not have legal title to Property Items. Legal title to all Property Items rests in the State. Should the Master Lease terminate due to an Event of Nonappropriation or Event of Default, the State is required to transfer to the Lessor its interest in all Leased Items.

The State has granted to the Lessor a first priority purchase-money security interest in Leased Items to secure the State's payment of all Lease Payments.

The Lessor has no responsibility in connection with the selection of the Leased Items or the contractors providing the Leased Items. The Leased Items and contractors will be selected solely by the State.

The Lessor has no responsibility for the condition or usefulness of the Leased Items. The Leased Items are leased "as is" and "where is." The Lessor also is not responsible for any damages in connection with the use of the Leased Items.

Assignment, Mortgaging, and Selling

The Lessor may not, without the prior written consent of the State, assign its obligations under the Master Lease or its interest in the Leased Items or grant a security interest in or lien upon the Leased Items or enter into any financing for the Leased Items.

Option to Terminate Lease Schedule

Depending on the source of funding for the Lease Schedule, the State may have the option to terminate the Lease Schedule by depositing an amount equal to the applicable purchase price. The amount shall either be:

- An amount equal to the outstanding principal amount of the Lease Schedule, interest to the date of redemption of the source of funding, and any redemption premium, or
- If permitted, an amount sufficient to purchase investments maturing on such dates and in such amounts to pay the Lease Payments when due (or until the source of funding may be redeemed).

Events of Default and Remedies

Each of the following shall be an "Event of Default" under the Master Lease:

- Failure by the State to pay when due any Lease Payments and the continuation of such failure for five business days.
- Failure by the State to observe any covenant with respect to any Leased Item (other than a failure to make Lease Payments) for a period of thirty days after notice, unless the Lessor and the Trustee agree to an extension.
- Any representation or warranty by the State in the Master Lease was untrue in any material respect.
- An "event of default" shall have occurred and be continuing under the Indenture.

If by reason of force majeure the State is unable to carry out its obligations under the Master Lease with respect to any Leased Item (other than its obligation to make Lease Payments, which must still be paid when due), then the State shall not be deemed in default during the period of inability.

Whenever any Event of Default occurs, the Lessor has the right to take one or more of the following steps:

- The Lessor, with or without terminating the Master Lease, may declare all Lease Payments due or to become due during the fiscal year to be immediately due and payable.
- The Lessor, with or without terminating the Master Lease, may give the State written notice requiring the State to deliver all the Leased Items to the Lessor. If the State were to fail to return them within 30 days, then the Lessor may exercise all its legal rights to take possession of the Leased Items and to receive damages resulting from the State's failure. Even if the Lessor were to take possession of the Leased Items, the State would continue to be

responsible for Lease Payments during the fiscal year. If the Event of Default were cured and the Master Lease had not been terminated with respect to such Leased Items, then the Lessor would be required to return the Leased Items to the State at the State's expense.

- If the Lessor were to terminate the Master Lease and take possession of Leased Items, then the Lessor would be required to attempt to sell the Leased Items in a commercially reasonable manner. The Lessor would be required to apply any proceeds of the sale in the following order: (1) all expenses incurred in securing possession of the Leased Items, (2) all expenses incurred in completing the sale, (3) any amounts payable to any party having a security interest in or lien against the Leased Items, (4) the applicable purchase price for the Leased Items, and (5) the balance of any Lease Payments due with respect to such Leased Items for such Fiscal Year. Any remaining proceeds of the sale would be paid to the State.
- The Lessor would be permitted to use any other remedy available at law or in equity with respect to such Event of Default.

If the Master Lease were terminated before all Lease Payments had been paid, then the Lessor may require the State to return the Leased Items.

SUMMARY OF THE MASTER INDENTURE

The following is a summary of certain provisions of the Master Indenture.

General

Pursuant to the Master Indenture, the Lessor has transferred to the Trustee without recourse (but also without limitation on its obligations under the Master Lease) all its right in the funds and accounts established under the Master Indenture, the Lease Schedules specified in supplemental indentures, and all Lease Payments, Leased Items, and other property and rights related to those Lease Schedules, including the security interest granted in the Master Lease. Except as provided in the Master Indenture, all properties and rights received by, and moneys and investments held by, the Trustee under the provisions of the Master Indenture shall be held in trust for the benefit of the owners of the Certificates.

Funds and Accounts; Payments to be Deposited

The Master Indenture creates the following funds and accounts to be held and administered by the Trustee for each series of Certificates: a **Certificate Payment Fund** (within which includes an **Interest Account**, a **Principal Account**, and an **Additional Rent Account**), a **Project Fund** (within which is a **Project Account** and an **Earnings Account**), a **Lease Payment Fund** (within which is an **Interest Account**, a **Principal Account**, and an **Additional Rent Account**), a **Lease Payment Reserve Fund**, an **Administrative Expense Payment Fund**, and an **Insurance Fund**.

The Trustee will deposit the proceeds from the issuance of Certificates, net of the underwriters' discount:

- If specified in the supplemental indenture, then the Trustee will deposit in the Principal Account and the Interest Account of the Certificate Payment Fund an amount to be used for the partial or complete redemption of one or more series of outstanding Certificates, and the Leased Items related with the redeemed Certificates will thereafter relate to the newly issued Certificates.
- If specified in the supplemental indenture, then the Trustee will pay to the Lessor the costs of acquiring Leased Items that have not been reimbursed.

- If specified in the supplemental indenture, then the Trustee will deposit in the Principal Account in the Lease Payment Fund the amount specified for payment or reimbursement of cost of issuance.
- If specified in the supplemental indenture, then the Trustee will deposit an amount in the Lease Payment Reserve Fund.
- The Trustee will deposit into the Project Account of the Project Fund the amount specified in the supplemental indenture.
- The Trustee will deposit the balance of the proceeds, if any, in the Lease Payment Fund.

Earnings on the Project Account of the Project Fund are transferred as received to the Earnings Account of the Project Fund. Moneys in the Earnings Account are transferred and used for payment of amounts due or coming due within 30 days, in the following order: (1) to the Interest Account of the Lease Payment Fund for retransfer to the Interest Account of the Certificate Payment Fund and (2) to the Administrative Expense Payment Fund.

To the extent moneys in the Earnings Account of the Project Fund exceed amounts payable as described above, the excess is deposited in the Project Account of the Project Fund.

Subject to the requirement that the Trustee shall not invest or reinvest moneys in any Fund or Account in a manner that would cause any of the Certificates to become “arbitrage bonds”, money available in the Project Account of the Project Fund will be disbursed to pay for the acquisition of additional Leased Items, as directed by the State.

Except as provided in the Master Indenture, any money remaining in the Project Account of the Project Fund on the Disbursement Period Expiration Date will be transferred by the Trustee to the Principal Account of the Lease Payment Fund, to be applied as a credit against the Lease Payments required to be paid by the State.

Upon any Event of Nonappropriation or upon an Event of Default under the Lease Schedule requiring the surrender of Leased Items, or upon any other termination of a Lease Schedule other than pursuant to the payment of all Lease Payments, or the exercise by the State of its option to pay the purchase price, the Trustee is required immediately to transfer all amounts on deposit in the Project Account of the Project Fund to the Principal Account of the Lease Payment Fund.

On any day in which Certificates are to be paid or redeemed, the Trustee is required to transfer the aggregate amount on deposit in the Principal Account of the Lease Payment Fund for deposit into the Principal Account of the Certificate Payment Fund. On the date Certificates are to be redeemed in accordance with the Master Indenture as a result of deposit of moneys into the Principal Account of the Lease Payment Fund, the Trustee is required then to transfer the money for deposit into the Principal Account of the Certificate Payment Fund. On the date that Certificates are to be redeemed due to the termination of a Lease Schedule as a result of an Event of Nonappropriation, and if funds have been transferred to the Lease Payment Fund, the Trustee is required to transfer all amounts on deposit in such Principal Account for deposit into the Principal Account of the Certificate Payment Fund. On the next succeeding Interest Payment Date after the date of transfer of moneys to the Principal Account of the Lease Payment Fund, the Trustee shall deposit such moneys into the Principal Account of the Certificate Payment Fund.

On each Interest Payment Date with respect to Certificates, the Trustee is required to transfer from the Interest Account of the Lease Payment Fund (and, if necessary, from the Earnings Account of the Project

Fund) for deposit into the Interest Account of the Certificate Payment Fund, an amount equal to the interest then due on the Certificates.

On each Interest Payment Date with respect to Certificates, the Trustee is required to transfer from the Lease Payment Reserve Fund to the Interest Account or the Principal Account of the Lease Payment Fund for a particular series of Certificates to the extent amounts on deposit in the Interest Account are insufficient to pay interest due on the Certificates of such series, or amounts on deposit in the Principal Account are insufficient to pay that portion of the principal of the Certificates of such series to be paid or redeemed. If at any time amounts on deposit in the Lease Payment Reserve Fund are less than the required amount, as adjusted from time to time as provided for in the Indenture, then the State upon receiving notice of such deficiency from the Trustee shall immediately pay the Trustee an amount equal to the deficiency.

The Trustee is enabled to bill the State semi-annually for all administrative expenses. If at any time the Trustee determines that payments deposited, or to be deposited, in the Administrative Expense Fund will be more or less than the expenses for the current Fiscal Year, then the Trustee is enabled to adjust the semi-annual billing. The Trustee shall disburse amounts from the Administrative Expense Fund to pay invoices rendered in accordance with the Indenture.

Except as provided in the Master Indenture, the Trustee is required to pay to the State any amount remaining in any Fund or Account after full payment (or redemption) of all Certificates outstanding and payment of any fees, expenses or costs owing with respect to the Certificates or the Lease Schedules.

The Trustee is required to invest moneys it holds under the Master Indenture in **Qualified Investments** to be selected at the direction of the State giving consideration, however, to the times at which moneys are required to be disbursed under the Master Indenture and, in that connection, may place moneys in demand or time deposits with any bank or trust company authorized to accept deposits of public funds.

The following are Qualified Investments:

- Obligations of, or obligations guaranteed as to interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States.
- Federal Housing Administration debentures.
- Federal Home Loan Mortgage Corporation participation certificates.
- Farm Credit System consolidated system wide bonds and notes.
- Federal Home Loan Banks consolidated debt obligations.
- Federal National Mortgage Association senior debt obligations and mortgage-backed issues.
- Student Loan Marketing Association senior debt obligations and letter-of-credit-backed issues.
- Resolution Funding Corporation debt obligations.
- Unsecured certificates of deposit, time deposits, and banker's acceptances (having maturities of not more than 365 days) of any bank, the short-term obligations of which are rated the highest classification (without regard to any suffix or numerical order) by each of those agencies selected by the State to assign a credit rating to the Certificates or the Program (**Rating Agencies**).
- Certificates of deposit or time deposits constituting direct obligations of any bank, the full amount of which is insured by the Federal Deposit Insurance Corporation.

- Debt obligations, including pre-refunded municipals, rated in either of the two highest classifications (without regard to any suffix or numerical order) by each of the Rating Agencies.
- Commercial paper rated the highest classification (without regard to any suffix or numerical order) by each of the Rating Agencies.
- Securities issued by those investment companies registered under the Investment Company Act of 1940 commonly known as “money market funds” rated in the highest classification by each of the Rating Agencies that invest solely in securities which are otherwise Qualified Investments.
- Investments made through repurchase agreements with any transferor with debt or commercial paper rated in the highest classification (without regard to any suffix or numerical order) by each of the Rating Agencies provided that each repurchase agreement (1) is acceptable in form and substance to the State and the Trustee, (2) provides for the registration of title to certificated government obligations in the name of the Trustee or any agent of the Trustee and the physical transfer of certificated government obligations to the Trustee or to a custodial account in the name of the Trustee at a Federal Reserve Bank and for the registration of title to “book entry” government obligations in the name of the Trustee, (3) provides that the government obligations acquired pursuant to such repurchase agreement shall be valued at least monthly at the lower of the then current fair market value or the repurchase price in the applicable repurchase agreement (except that the Lease Payment Reserve Fund shall always be valued at the then current fair market value), and (4) is with any state or national bank or foreign bank with a United States branch or agency with short-term obligations rated in the highest classification (without regard to any suffix or numerical order) by each of the Rating Agencies.
- Any stripped securities rated in the highest classification by each of the Rating Agencies, including, but not limited to, U.S. Treasury STRIPS and REFCORP STRIPS.
- Any security which matures or which may be tendered for purchase at the option of the holder within not more than seven years of the date on which it is acquired, if that security has a rating from each of the Rating Agencies which is equal to or higher than the rating assigned to the Certificates by the Rating Agencies and the rating is in either of the two highest classifications (without regard to any suffix or numerical order) of each of the Rating Agencies.

Servicing of Lease Schedules

The Lessor has agreed to service the Lease Schedules, and should the Lessor fail to do so, the Trustee has agreed to do so and enforce their terms. At the time the State entered into the Master Lease and the Master Indenture, the Lessor and the Trustee were separate (but related) entities; now, as a result of successive corporate mergers, the Lessor and the Trustee are the same entity, serving in different capacities.

Events of Default and Remedies

The following shall constitute Events of Default under the Master Indenture:

- Any Event of Nonappropriation or Event of Default under the Master Lease or any Lease Schedule.
- Failure by the Lessor or the State to observe any covenant, under the Master Indenture (other than an event specified above) for a period of 30 days after notice from the Trustee, the Lessor, or the owners of not less than 5% in aggregate principal amount of Certificates then outstanding; *provided, however*, if the failure cannot be corrected within the applicable period, then those parties may not unreasonably withhold their consent to an extension of such time if corrective action is instituted and diligently pursued.

- Any additional event designated as an “Event of Default” under any Supplemental Indenture.

If an Event of Nonappropriation or an Event of Default under the Master Lease were to occur and be continuing, then the Trustee would be required to cause the Certificates of all series to be redeemed pursuant to the Master Indenture, pro rata, to the extent money is available in the Lease Payment Fund. In addition, if an Event of Nonappropriation or an Event of Default had occurred and were continuing, the Trustee may proceed, and upon written request of owners of not less than a majority in aggregate principal amount of Certificates then outstanding shall proceed, to take any of the remedial steps available under the Master Lease (including acceleration, if applicable) or whatever action at law or in equity may be necessary or appropriate to enforce its rights as assignee under the Master Indenture. All payments received by the Trustee with respect to the Trust upon an Event of Default, whether from the sale of Leased Items, damages or otherwise, shall be applied by the Trustee, *first*, to its reasonable fees and expenses and, *second*, to the Lease Payment Fund.

In the event that no action is taken to eliminate an Event of Default, the owners of a majority in aggregate principal amount of the Certificates then outstanding may institute any suit, action, or other proceeding at law or in equity for the protection or enforcement of any right under the Master Lease or the Master Indenture, but only if such owners have first requested in writing that action be taken, have given a reasonable opportunity for such suit, action, or other proceeding to be instituted, and have offered reasonable indemnity against the costs, expenses, and liabilities to be incurred thereby.

Amendment

The Master Indenture, the Master Lease, or any Lease Schedule (**Operative Documents**) may be amended, or a supplemental indenture created, without the consent of any owners of certificates, in order to provide for the issuance of a series of Certificates, to cure any ambiguity, to correct or supplement any provision in any of the Operative Documents that may be inconsistent with any provision in any other Operative Document, or to add any other provision with respect to matters or questions arising under any Operative Document if it is not inconsistent with the provisions of any Operative Document provided that such action does not, as evidenced by an opinion of counsel, adversely affect in any material respect the interests of any owner of certificates.

Any of the Operative Documents may also be amended from time to time with the consent of the owners of not less than 51% of the aggregate outstanding principal amount of Certificates of any series affected thereby for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Operative Documents, or of modifying in any manner the rights of the owners of not less than 51% of the aggregate outstanding principal amount of Certificates; *provided, however*, that no amendment shall without the consent of the owners of all Certificates:

- Increase or reduce the amount of, or delay the timing of, or otherwise adversely affect, collections of payments under any Lease Schedule or required to be made on any Certificate
- Release any Lease Schedule or all or substantially all collateral securing a Lease Schedule, or
- Reduce the percentage required for consent to any amendment

Limitation on Rights of Certificate Owners

No owner of a Certificate has any right to vote (except as provided in the Master Indenture) or in any manner otherwise control the operation and management of the Trust, or the obligations of the parties to any of the Operative Documents; nor shall anything set forth in the Master Indenture, or contained in the terms of the Certificates, be construed so as to constitute the owners of Certificate as partners or members

of an association; nor shall any owner of Certificate be under any liability to any third person by reason of any action taken by the parties to the Master Indenture pursuant to any provision of the Master Indenture.

No owners of Certificate shall have any right by virtue of any provision of the Master Indenture to institute any suit, action, or proceeding at law or in equity under or with respect to the Master Indenture, unless:

- Such owner of a Certificate has previously given to the Trustee a written notice of an Event of Default and of the continuance thereof, as provided in the Master Indenture.
- The owners of not less than 25% of the aggregate outstanding principal amount of Certificates have made written request of the Trustee to institute such action, suit, or proceeding in its own name as Trustee under the Master Indenture and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses, and liabilities to be incurred therein or thereby.
- The Trustee, for 30 days after its receipt of such notice, request, and offer of indemnity, shall have neglected or refused to institute any such action, suit, or proceeding.

Sources of Use of Funds

The following chart depicts the sources and uses of the various funds.

