
State of Wisconsin
Additional/Voluntary Filing #2019-06
Dated February 1, 2019

This Additional/Voluntary Filing does not concern an event described in Securities and Exchange Act Rule 15c2-12, as amended. The State of Wisconsin provides this information as it may be material to financial evaluation of one or more obligations of the State of Wisconsin.

Issuer: State of Wisconsin

CUSIP	977100 AC0	977100 AW6	977100 AX4
Numbers:	977100 CR5	977100 CS3	977100 CT1
	977100 CU8	977100 CV6	977100 CW4
	977100 CX2	977100 CY0	977100 CZ7
	977100 DA1	977100 DB9	977100 DC7
	977100 DD5		

Type of Information: Event Filing (Additional/Voluntary Disclosure); Other Event-Based Disclosures

The State of Wisconsin Department of Administration previously released the Consent Solicitation Statement and Notice of Results and Early Expiration. Attached is the executed **Sixth Supplemental Trust Indenture**. Pursuant to the Sixth Supplemental Trust Indenture the State has reduced the Stabilization Fund Amount to \$0.00.

The State of Wisconsin is providing this Additional/Voluntary Filing with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system. This Additional/Voluntary Filing is also available on the State of Wisconsin Capital Finance Office web site at:

doa.wi.gov/capitalfinance

The undersigned represents that he is the Capital Finance Director, State of Wisconsin Capital Finance Office, which is the office of the State of Wisconsin responsible for providing additional/voluntary filings, annual reports, and Event Filings pursuant to the State's Master Agreement on Continuing Disclosure (Amended and Restated December 1, 2010), and is authorized to distribute this information publicly.

/s/ DAVID R. ERDMAN

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STATE OF WISCONSIN
acting by and through the
DEPARTMENT OF ADMINISTRATION

AND

U.S. BANK NATIONAL ASSOCIATION

SIXTH SUPPLEMENTAL TRUST INDENTURE

DATED AS OF JANUARY 29, 2019

SIXTH SUPPLEMENTAL TRUST INDENTURE

THIS SIXTH SUPPLEMENTAL TRUST INDENTURE (this "Supplemental Indenture") is dated as of January 29, 2019 and is between the State of Wisconsin (the "State"), acting by and through the Department of Administration (the "Department"), under the authority of Section 16.527 of the Wisconsin Statutes (as from time to time amended, the "Act"), and U.S. Bank National Association, a national banking association duly established, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States, with a corporate trust office located in Milwaukee, Wisconsin, as successor trustee under the Trust Indenture referred to below (the "Trustee").

W I T N E S S E T H:

WHEREAS, the State, acting by and through the Department, and the Trustee are parties to a Trust Indenture dated as of December 1, 2003 (as supplemented and amended by the First Supplemental Trust Indenture dated as of March 1, 2008, the Second Supplemental Trust Indenture dated as of April 1, 2008, the Third Supplemental Trust Indenture dated as of June 1, 2008, the Fourth Supplemental Trust Indenture dated as of November 1, 2012, and the Fifth Supplemental Trust Indenture dated as of August 1, 2016, the "Indenture"), pursuant to which the Department has contracted appropriation obligations of the State as authorized by the Act; and

WHEREAS, the Department has contracted and there are outstanding under the Indenture, the appropriation obligations described on the attached Exhibit A (collectively, the "Bonds"); and

WHEREAS, all capitalized terms used and not defined herein shall have the meaning assigned to such terms in the Indenture; and

WHEREAS, Section 1202 of the Indenture provides that the Indenture may be amended with the prior written consent of the owners of a majority of the aggregate principal amount of each series of Bonds then Outstanding and each Swap Provider as the State and the Trustee deem necessary and desirable for the purpose of modifying, altering, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture; and

WHEREAS, the State has determined to amend the Indenture to reduce the Stabilization Fund Amount (as defined in the Indenture) to an amount equal to that set forth in clause (b) of the definition of such term in Section 101 of the Indenture by striking clause (a) of the definition of such term; and

WHEREAS, pursuant to the Supplemental Indentures authorizing the Bonds of such series, the owners of all 2008B Bonds, 2008C Bonds, 2012 Bonds, and 2016 Bonds have previously consented to such amendment by their acceptance of the respective series of 2008B Bonds, 2008C Bonds, 2012 Bonds, or 2016 Bonds; and

WHEREAS, the Department has obtained Rating Confirmation, from at least two Rating Agencies currently providing a Rating for the Bonds, relating to the amendment set forth in this Sixth Supplemental Trust Indenture and the Department's intent, pursuant to such amendment, to designate a reduction of the Stabilization Fund Amount to \$0; and

WHEREAS, the Department has obtained the consent of Assured Guaranty Municipal Corp., the Bond Insurer with respect to the 2003 Bonds, 2008B Bonds and 2008C Bonds, and the consent of Citibank, N.A., UBS AG, and JP Morgan Chase Bank, N.A., as Swap Providers with respect to the 2008B Bonds and 2008C Bonds, to the amendment contained herein.

NOW, THEREFORE, the State and the Trustee agree that the Indenture shall be amended as follows:

Section 1. Amendment to Indenture. Pursuant to Section 1202 of the Indenture, the definition of the term Stabilization Fund Amount in Section 101 of the Indenture is hereby stricken in its entirety and replaced with the following:

"Stabilization Fund Amount" means such amount as may be deemed reasonable and designated in writing by an Authorized Department Representative; provided that the Stabilization Fund Amount shall not be reduced unless the State obtains (i) a Rating Confirmation with respect to such reduction and (ii) the written consent to such reduction from each Swap Provider that is party to a Swap Agreement under which a transaction that was entered into prior to April 1, 2008 remains in effect.

Section 2. Effectiveness. The amendment provided in this Supplemental Indenture shall be effective immediately upon the execution and delivery hereof. Upon such execution and delivery, the Indenture shall be amended in accordance herewith, and this Supplemental Indenture shall form a part of the Indenture for all purposes.

Section 3. Notice to S&P and Moody's. As provided in Paragraph (c) of Schedule 3 to the Indenture, the Department has provided notice to S&P and Moody's of the amendment provided in this Supplemental Indenture at least 10 days prior to the date of execution hereof.

Section 4. Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts each of which is an original and all of which constitute but one and the same instrument.

The State has caused this Supplemental Indenture to be signed in its name and on its behalf by and through the Department, and the Trustee has caused this Supplemental Indenture to be executed by its duly authorized officer and its seal to be affixed, all as of the day and year first above written.

STATE OF WISCONSIN, acting by and
through the DEPARTMENT OF
ADMINISTRATION

By: 
David R. Erdman
Capital Finance Director

U.S. BANK NATIONAL ASSOCIATION, as Trustee

[SEAL]

By: _____
Its: _____

The State has caused this Supplemental Indenture to be signed in its name and on its behalf by and through the Department, and the Trustee has caused this Supplemental Indenture to be executed by its duly authorized officer and its seal to be affixed, all as of the day and year first above written.

STATE OF WISCONSIN, acting by and
through the DEPARTMENT OF
ADMINISTRATION

By: _____
David R. Erdman
Capital Finance Director

U.S. BANK NATIONAL ASSOCIATION, as Trustee

[SEAL]

By: _____
Its: _____
Yvonne Slira
Yvonne Slira
Vice President

CONSENT OF SWAP PROVIDER

The undersigned, as Swap Provider with respect to the 2008B Bonds and 2008C Bonds, hereby consents to the amendment contained in the foregoing Supplemental Indenture and pursuant to such amendment, hereby further consents to the designation of an Authorized Department Representative reducing the Stabilization Fund Amount to zero (\$0.00).

CITIBANK, N.A.

By: 
Its: Vice President

CONSENT OF SWAP PROVIDER

The undersigned, as Swap Provider with respect to the 2008B Bonds and 2008C Bonds, hereby consents to the amendment contained in the foregoing Supplemental Indenture and pursuant to such amendment, hereby further consents to the designation of an Authorized Department Representative reducing the Stabilization Fund Amount to zero (\$0.00).

UBS AG

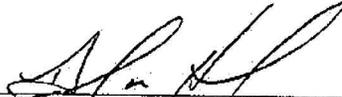
By:  Kiye Sakai
Its: _____ Managing Director and Counsel
Region Americas Legal

By: 
Its: _____
Hina Mehta
Executive Director and Counsel
Region Americas Legal

CONSENT OF SWAP PROVIDER

The undersigned, as Swap Provider with respect to the 2008B Bonds and 2008C Bonds, hereby consents to the amendment contained in the foregoing Supplemental Indenture and pursuant to such amendment, hereby further consents to the designation of an Authorized Department Representative reducing the Stabilization Fund Amount to zero (\$0.00).

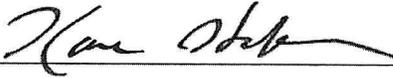
JP MORGAN CHASE BANK, N.A.

By: 
Its: MANAGING DIRECTOR

CONSENT OF BOND INSURER

Pursuant to paragraphs (e) and (x) of Schedule 3 to the Indenture, the undersigned, as Bond Insurer with respect to the 2003 Bonds, 2008B Bonds and 2008C Bonds, hereby consents to the amendment contained in the foregoing Supplemental Indenture. By this consent the Bond Insurer is acting for its own benefit and in its own interest, and the State (by and through the Department) and the Trustee shall be responsible for obtaining such other consents or approvals from Owners as required by Section 1202 of the Indenture or otherwise.

ASSURED GUARANTY MUNICIPAL CORP.

By: 

Its: Managing Director

EXHIBIT A

DESCRIPTION OF OUTSTANDING OBLIGATIONS

<u>Name of Bonds</u>	<u>Date of Authorizing Certification</u>
State of Wisconsin General Fund Annual Appropriation Bonds of 2003, Series A (Taxable Fixed Rate), dated December 18, 2003 (the "2003 Bonds")	December 10, 2003
State of Wisconsin General Fund Annual Appropriation Refunding Bonds of 2008, Series B (Taxable Floating Rate Notes), dated April 1, 2008 (the "2008B Bonds")	March 19, 2008
State of Wisconsin General Fund Annual Appropriation Refunding Bonds of 2008, Series C (Taxable Floating Rate Notes), dated June 10, 2008 (the "2008C Bonds")	May 21, 2008
State of Wisconsin General Fund Annual Appropriation Refunding Bonds of 2012, Series A (Taxable), dated November 29, 2012 (the "2012 Bonds")	October 29, 2012
State of Wisconsin General Fund Annual Appropriation Refunding Bonds of 2016, Series A (Taxable), dated August 16, 2016 (the "2016 Bonds")	July 18, 2016