

STATE OF WISCONSIN

Notice of **Material Information** #2005-01 Dated April 20, 2005

This document provides information which may be material to financial evaluation of the State of Wisconsin, however neither the preparation nor submission of this document constitutes a Listed Event pursuant to the State's Master Agreement on Continuing Disclosure.

Issuer: State of Wisconsin

CUSIP Numbers: 97711C Prefix (All)

97711E Prefix (All) 97711H Prefix (All) 97711L Prefix (All) 97711N Prefix (All) 97711R Prefix (All)

Type of Information: Other Secondary Market Information

Extending Expiry Date of Line of Credit

State of Wisconsin General Obligation Commercial Paper Notes

The attached Letter Agreement has been delivered to Deutsche Bank Trust Company Americas, which is the Issuing and Paying Agent for the State of Wisconsin General Obligation Commercial Paper Notes. This Letter Agreement:

- (1) Extends the Expiry Date (as defined in the Letter Agreement) to March 25, 2006.
- (2) Reduces the amount of the Commitment (as defined in the Letter Agreement) from \$80,000,000 to \$70,000,000.

Period Covered: March 26, 2005 through March 25, 2006

Type of Filing: Filed in electronic form with each Nationally Recognized

Municipal Securities Information Repository through

DisclosureUSA. This notice is also available on the State of

Wisconsin Capital Finance web site at:

www.doa.state.wi.us/capitalfinance

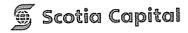
The undersigned represents that he is the Capital Finance Director, State of Wisconsin Capital Finance Office, which is the office of the State of Wisconsin responsible for providing Annual Reports and Notice of Material Events when notice is required by the State's Master Agreement on Continuing Disclosure. I am authorized to distribute this information publicly.

/s/ Frank R. Hoadley

Frank R. Hoadley, Capital Finance Director State of Wisconsin Capital Finance Office Wisconsin Department of Administration 101 East Wilson Street

Madison, WI 53703 Phone: (608) 266-2305 Fax: (608) 266-7645 capfin@doa.state.wi.us

The Bank of Nova Scotia New York Agency One Liberty Plaza New York, N Y 10006



March 26, 2005

State of Wisconsin
Department of Administration
101 East Wilson Street—10th Floor
P.O. Box 7864
Madison, Wisconsin 53707-7864
Attention: Capital Finance Director

Deutsche Bank Trust Company Americas 60 Wall Street, FLR 27 Mail Stop NYC60-2715 New York, NY 10005 Attention: Ms. Patricia Jenatsch

\$70,000,000 STATE OF WISCONSIN General Obligation Commercial Paper Notes

Ladies and Gentlemen:

We refer to the Credit Agreement, dated as of April 3, 1997 (the "Credit Agreement"), among the State of Wisconsin (the "State"), acting through the State of Wisconsin Building Commission, and The Bank of Nova Scotia, New York Agency ("The Bank of Nova Scotia" or the "Bank"). Capitalized terms used herein and not defined herein have the meanings set forth in the Credit Agreement.

The Expiry Date under the Credit Agreement is currently 5:00 p.m. (New York time) on March 26, 2005, as extended by multiple letter agreements between the State and The Bank of Nova Scotia, including most recently a letter agreement dated March 27, 2004.

Pursuant to Section 2.1(e) of the Credit Agreement, the State has requested that The Bank of Nova Scotia extend the Expiry Date to March 25, 2006. The Bank of Nova Scotia, by execution of this letter agreement, agrees to extend the Expiry Date under the Credit Agreement to March 25, 2006.

The Commitment is currently \$80,000,000. In accordance with Section 2.1(d) of the Credit Agreement, the State has requested that The Bank of Nova Scotia reduce the Commitment to \$70,000,000 effective March 26, 2005, which the Bank, by execution of this letter agreement,

agrees to do. The amount of the Commitment that The Bank of Nova Scotia shall be obligated to advance shall be the amount of the Commitment as so reduced.

By execution of this letter agreement, the State and the Bank agree that, effective on March 26, 2005, the second paragraph in Exhibit D to the Credit Agreement is amended to read as follows. "The State hereby certifies to the Bank that (include one of the following) [the termination of the Commitment is the result of the delivery to the Issuing and Paying Agent of a substitute Liquidity Facility pursuant to the terms of Section 3.4(d) of the Program Resolution] [there are no Notes Outstanding or authorized to be Outstanding under the Program Resolution] [the conditions of Section 6.1 of the Program Resolution have been met]."

Other than as set forth in this letter agreement, all of the other terms and provisions of the Credit Agreement shall continue in full force and effect.

If the State is in agreement with the terms of this letter agreement, please cause each of the four enclosed copies of this letter to be duly executed by the State and returned to The Bank of Nova Scotia, whereupon this letter agreement shall constitute an amendment to the Credit Agreement and shall be binding on the State and the Bank, effective as of the date first set forth above.

Sincerely yours,

THE BANK OF NOVA SCOTIA New York Agency

Name: William R. Collins Title: Managing Director

Agreed to and accepted as of the date first set forth above.

STATE OF WISCONSIN

Title: Capital Finance Director

Name: Frank R./Hoadley