



STATE OF WISCONSIN

Notice of Listed **Material Event** #2006-21
Dated September 21, 2006

The bonds listed in this Notice **are subject to an undertaking to provide continuing disclosure made pursuant to SEC Rule 15c2-12(b)(5)**. The following constitutes a listed material event as defined by the rule.

Issuer: State of Wisconsin

Type of Information: Material Event - Defeasance.

The State of Wisconsin has entered into an Escrow Trust Agreement, dated August 31, 2006, with U.S. Bank National Association (**Escrow Agent**). **This Escrow Trust Agreement is attached to this Notice.** As a result of the application of monies specified by the Escrow Trust Agreement, *the portion of the original principal amount of the Master Lease Certificates of Participation identified in this Notice are defeased to their maturity date of September 1, 2007.* As required by the Escrow Trust Agreement, the Escrow Agent published the notice of defeasance on September 13, 2006 in The Bond Buyer. The form of this notice is included as an Exhibit to the Escrow Trust Agreement.

CUSIP Numbers: Master Lease Certificates of Participation of 2000, Series A
(State of Wisconsin)
Dated September 27, 2000

<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Maturity</u>
977087 CH6	4.75%	September 1, 2007
	Original Principal Amount:	\$3,425,000.00
	Principal Amount Defeased:	3,245,000.00

Master Lease Certificates of Participation of 2002, Series A
(State of Wisconsin)
Dated January 23, 2002

<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Maturity</u>
977087 DE2	3.75%	September 1, 2007
	Original Principal Amount:	\$12,780,000.00
	Principal Amount Defeased:	11,880,387.09

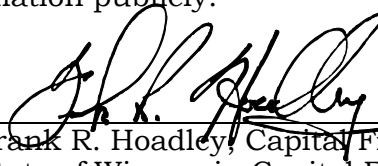
Master Lease Certificates of Participation of 2002, Series D
(State of Wisconsin)
Dated December 19, 2002

<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Maturity</u>
977087 DQ5	5.00%	September 1, 2007
	Original Principal Amount:	\$13,760,000.00
	Principal Amount Defeased:	12,070,391.06

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 Office 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 giving notice of a listed material events when notice is required by the State's Master Agreement on Continuing Disclosure. I am authorized to distribute this information publicly.



Frank R. Hoadley, Capital Finance Director
State of Wisconsin Capital Finance Office
Wisconsin Department of Administration
101 East Wilson Street, FLR 10
Madison, WI 53703

Phone: (608) 266-2305

Fax: (608) 266-7645

E-mail: DOACapitalFinanceOffice@wisconsin.gov

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this “**Agreement**”) is dated as of August 31, 2006, and is entered into by and between the State of Wisconsin, acting by and through the State of Wisconsin Department of Administration (the “**Lessee**”) 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 of America (the “**Escrow Agent**”).

Preliminary Statement

Various series of master lease certificates of participation (the “**Certificates**”) have been issued pursuant to the Master Indenture (as herein defined). The portions of the Certificates maturing on the dates and in the respective principal amounts described in Exhibit I hereto (the “**Defeased Certificates**”) are presently outstanding and unpaid.

The Lessee has determined to fund a “bullet” payment for the Defeased Certificates to the originally intended term by depositing in the Trust Fund created by this Agreement an amount from the proceeds of the \$71,400,000 Master Lease Certificates of Participation of 2006, Series A (State of Wisconsin), dated August 31, 2006, and applying that amount for the payment of the principal of the Defeased Certificates on the date of maturity, namely, September 1, 2007, and the payment of interest on the Defeased Certificates on March 1, 2007 and September 1, 2007. The deposited amount will be invested in the Escrow Securities (as defined herein). The principal of and interest to become due on the Escrow Securities will be used to pay the principal of, and interest on, the Defeased Certificates as provided herein.

This Agreement is entered into for the purpose of accomplishing the funding of the Defeased Certificates and for the purpose of setting forth the duties and obligations of the Lessee and the Escrow Agent in connection with such refinancing.

The Lessee and the Escrow Agent accordingly covenant and agree as follows:

Definitions

As used in this Agreement, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

“Agreement” means this instrument, as amended from time to time in accordance with Article IV.

“Bond Registrar” means the registrar designated pursuant to the Master Indenture.

“Certificates” means the following series of Master Lease Certificates of Participation issued under the Master Indenture:

Master Lease Certificates of Participation of 2000, Series A
(State of Wisconsin)

Master Lease Certificates of Participation of 2002, Series A
(State of Wisconsin)

Master Lease Certificates of Participation of 2002, Series D
(State of Wisconsin)

“Defeased Certificates” means those portions of the presently outstanding Certificates of the maturities and in the principal amounts described in Exhibit I hereto.

“Effective Time” means the time specified as such in Section 1.2 of this Agreement.

“Escrow Agent” means U.S. Bank National Association, acting as the escrow agent under this Agreement.

“Escrow Securities” means the direct noncallable obligations of the United States of America described in Exhibit II hereto.

“Lessee” means the State of Wisconsin, acting by and through the State of Wisconsin Department of Administration.

“Maturity Date” means September 1, 2007.

“Master Indenture” means the Master Indenture, dated as of July 1, 1996, by and among Firststar Bank Milwaukee, N.A., as lessor, Firststar Trust Company, as trustee, and the Lessee, as lessee.

“Paying Agent” means the paying agent for the Certificates designated by the Master Indenture.

“Permitted Investments” means direct noncallable obligations of the United States of America or its agencies but does not include a mutual fund or a unit investment trust.

“Rating Agency” means Moody’s Investors Service, Inc., Standard & Poor’s Ratings Services, and Fitch Ratings.

“Refunding Certificates” means a portion of the \$71,400,000 Master Lease Certificates of Participation of 2006, Series A (State of Wisconsin).

“Stated Maturity” means, when used with respect to any Defeased Certificate, the date specified in such Defeased Certificate as the fixed date on which principal of such Defeased Certificate is due and payable.

“Trust Fund” means the Trust Fund created by Section 1.2 of this Agreement.

ARTICLE I

THE REFINANCING OF THE DEFEASED CERTIFICATES

Section 1.0. The Lessee shall cause to be deposited with the Escrow Agent the aggregate cash amount of \$27,334,005.96 (the “**Initial Deposit**”), which amount is to be received, at the direction of the Lessee, from Goldman, Sachs & Co., the initial purchaser of the Refunding Certificates, as part of the proceeds of the Refunding Certificates.

Section 2.0. The Initial Deposit, together with the investment income therefrom, shall be contained in an account hereinafter referred to as the “**Trust Fund**.” The Trust Fund shall be effectively established when the Initial Deposit shall be made (the “**Effective Time**”). Except for \$1.96, which shall remain in cash, all of the Trust Fund shall be applied by the Escrow Agent, at the Effective Time to the purchase of the Escrow Securities described on Exhibit II under the heading “Escrow Securities to be Purchased on August 31, 2006.” Amounts collected as principal of or interest on the Escrow Securities shall be applied as provided in Section 2.1.

The Lessee represents and warrants that the Trust Fund, if held, invested, and disposed of by the Escrow Agent in accordance with the provisions of this Agreement, will be sufficient to make all payments required under this Agreement.

Section 3.0. The principal of the Defeased Certificates and interest on the Defeased Certificates after September 1, 2006 shall, from and after the Effective Time, be payable from the Trust Fund, and the Defeased Certificates shall no longer be deemed to be outstanding under the Master Indenture.

ARTICLE II

DUTIES OF THE ESCROW AGENT

Section 1.0. The Escrow Agent shall without further authorization or direction from the Lessee (a) collect the principal of and interest on the Escrow Securities promptly as the same shall fall due, (b) reinvest the portion of the proceeds of the Escrow Securities to be received on the dates described in Exhibit II as described below, and (c) hold all other proceeds of the Escrow Securities in trust for the payment of the principal of the Defeased Certificates at maturity and interest on the Defeased Certificates on March 1, 2007 and September 1, 2007, as set forth on Exhibit I. The Escrow Agent shall transfer such funds to the Paying Agent for each of the Defeased Certificates as and when needed for such payments.

Certain proceeds of the Escrow Securities to be received on the dates described in Exhibit II are to be reinvested by the Escrow Agent on behalf of the Lessee in United States Treasury securities – State and Local Government Series (“**SLGS**”) with an interest rate of 0.00%. The investments to be made are described in Exhibit II under the heading “Escrow Securities to be Acquired after August 31, 2006.” The Escrow Agent shall submit a subscription for these SLGS, on behalf of the Lessee, in accordance with then-applicable law and regulations, within the number of days in advance of the date of reinvestment as is then required by law or regulation, and the Escrow Agent shall send the Lessee a copy of such subscription, or other evidence that such reinvestment was properly made, on or before the date of each purchase. The Lessee will cooperate with the Escrow Agent as necessary to allow the subscription to be made as described herein.

If SLGS with an interest rate of 0.00% are not available at the time such reinvestment is to be made, then the Escrow Agent shall (i) immediately notify the Lessee of such fact, (ii) follow the procedures specified in any then applicable Internal Revenue Service revenue procedure(s) that address such a circumstance, and (iii) coordinate with the Lessee to take such actions as are required to satisfy any federal tax law yield restriction requirements applicable to amounts held in the Trust Fund.

Section 2.0. The Escrow Agent shall publish a notice concerning the Defeased Certificates in *The Bond Buyer* or in any equivalent financial newspaper or journal published or circulating in New York, New York, as soon as practicable after the Effective Time. Such notice shall be substantially in the form of Exhibit III hereof, with all blank items completed appropriately.

Section 3.0. No fees or other charges, other than as expressly hereinafter provided, may be paid from the Trust Fund prior to retirement of all Defeased Certificates, and the Lessee agrees that it will pay all such fees, including but not limited to the Escrow Agent's fees, publication costs, and any bond counsel fees, from its other available funds as such payments become due prior to such retirement.

Section 4.0. Following maturity of the Escrow Securities, the Escrow Agent shall not invest the proceeds thereof, except as otherwise required or permitted by this Agreement.

Section 5.0. The Escrow Agent will promptly collect the principal of, interest on, and income and profit from the Escrow Securities and promptly apply the same solely and only to the purposes expressly stated herein, including the reinvestment thereof required hereunder and the payment of the principal of and interest on the Defeased Certificates as the same shall become due through the Maturity Date.

Section 6.0. If the amounts in the Trust Fund will be insufficient to make timely payments of the principal of and interest after September 1, 2006 on the Defeased Certificates, then the Escrow Agent shall, on or before March 1, 2007, provide the Lessee with a written request for additional sum or sums of money to assure the timely payment of the principal of and interest on the Defeased Certificates.

Section 7.0. The Escrow Agent shall each month mail a report to the Lessee of the receipts, income, investments, redemptions, and payments of and from the Trust Fund.

ARTICLE III

GENERAL PROVISIONS

Section 1.0. The Trust Fund hereby created shall be irrevocable, and the owners of the Defeased Certificates shall have an express lien on any deposits and the principal of and the interest on the Escrow Securities and any other Permitted Investments until used and applied in accordance with this Agreement.

Section 2.0. The Escrow Agent shall hold the Trust Fund as a separate trust account wholly segregated from all other funds held by the Escrow Agent in any capacity and shall make disbursements from the Trust Fund only in accordance with the provisions of this Agreement.

Section 3.0. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 4.0. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 5.0. The Lessee agrees that it will, subject to appropriation, promptly and without delay remit to the Escrow Agent, within three business days before a principal or interest payment date for which provision is made in Section 2.6 hereof, such additional sum or sums of money as may be necessary to assure the timely payment of principal of the Defeased Certificates and the interest on the Defeased Certificates after September 1, 2006.

Section 6.0. None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its right or powers hereunder. The Escrow Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided. The Escrow Agent shall have no lien, nor will it assert any lien, for its services or for any other cause on any Permitted Investments or on any moneys from time to time on deposit in the Trust Fund, and any right to such lien is hereby expressly waived by the Escrow Agent.

Section 7.0. The Escrow Agent shall have no responsibility or liability whatsoever for any of the recitals, undertakings, or statements of the Lessee herein or hereunder.

Section 8.0. All payments to be made by, and all acts and things required to be done by, the Escrow Agent as escrow agent under the terms and provisions of this Agreement shall be made and done by said Escrow Agent as escrow agent without any further direction or authority of the Lessee.

Section 9.0. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 10.0. Any notice, request, communication, or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by certified mail, postage prepaid, or sent by telegram as follows:

If to the Lessee at:

State of Wisconsin Department of Administration
Attention: Capital Finance Director
101 East Wilson Street, 10th Floor
Madison, Wisconsin 53703

with the following wiring instructions:

Bank Name: U.S. Bank National Association
ABA Routing No.: 075000022
Account Name: For credit to the General Control
Account, State of Wisconsin Account No.: 111-851-166

If to the Escrow Agent at:

U.S. Bank National Association
Attention: Corporate Trust Services
1555 North RiverCenter Drive
Milwaukee, Wisconsin 53212

If to a Rating Agency at:

Moody's Investors Service, Inc.
Attention: Public Finance Ratings Desk/
Refunded Bonds
99 Church Street
New York, New York 10007-2796

Standard & Poor's Ratings Services
Attention: Municipal Department
55 Water Street
New York, New York 10041

Fitch Ratings
Attention: Public Finance
One State Street Plaza
New York, New York 10004

The Lessee, the Escrow Agent, and each Rating Agency may designate any further or different addresses to which subsequent notices, requests, communications, or other papers shall be sent.

Section 11.0. The Lessee agrees, to the extent permitted by law, to indemnify and save the Escrow Agent harmless from and against all claims, suits, and actions brought against it, or to which it is made a party, and from all other losses, expenses, and damages suffered by it as a result of acting as the Escrow Agent hereunder except caused by the Escrow Agent's gross negligence or willful misconduct (including reasonable attorneys' fees of inside and outside counsel). Such indemnification shall not extend to claims, suits, and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it under this Agreement. In the event the Lessee is required to indemnify the Escrow Agent as herein provided, the Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person. This indemnification shall survive the termination of this Agreement.

ARTICLE IV

SUBSTITUTION OF SECURITIES; AMENDMENTS; IRREVOCABILITY OF THIS ESCROW AGREEMENT

Section 1.0. The Escrow Securities or any portion thereof sold or redeemed, and moneys derived therefrom held in the Trust Fund or any portion thereof may be invested, reinvested, or disbursed in any manner directed by the Lessee, and other securities deposited into the Trust Fund provided that:

() All securities so deposited are Permitted Investments;

() The Escrow Agent is provided with an opinion (at the expense of the Lessee) of an individual certified public accountant or a firm of certified public accountants, which in either case shall be independent of the Lessee, that the amounts available or to be available for payment of the Defeased Certificates will remain sufficient after such action to pay when due without further reinvestment all principal of the Defeased Certificates and the interest on the Defeased Certificates after September 1, 2006 up to and including the date of maturity; and

() The Escrow Agent is provided with an opinion of a nationally recognized bond counsel firm (at the expense of the Lessee) to the effect that such action is permitted under this Agreement and will not adversely affect the exclusion from gross income for federal income tax purposes of the receipt of the interest paid on either the Defeased Certificates or the Refunding Certificates and such action does not materially adversely affect the legal rights of the owners of the Defeased Certificates or the Refunding Certificates.

Section 2.0. Without the consent of the owners of the Defeased Certificates, the Lessee and the Escrow Agent may amend or add to the terms of this Agreement:

() to correct errors, clarify ambiguities, or insert inadvertently omitted material;

() to pledge additional collateral for the benefit of the owners of the Defeased Certificates;

() to deposit additional cash or securities into the Trust Fund;

() to preserve the exclusion from gross income for federal income tax purposes of interest on any of the Defeased Certificates; and

() to make any other amendment so long as each Rating Agency has confirmed in writing that such amendment will not result in the lowering or withdrawal of the outstanding rating on any of the Defeased Certificates.

Not less than fifteen calendar days prior to such amendment or addition becoming effective, the Lessee shall give notice, by certified mail, postage prepaid, or by telegram to each Rating Agency and shall promptly furnish each Rating Agency with a draft of such amendment or addition.

Section 3.0. Except as provided in Sections 4.1 and 4.2 hereof, all of the rights, powers, duties, and obligations of the Escrow Agent as escrow agent hereunder shall be irrevocable

and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent as escrow agent during the term of this Agreement.

Section 4.0. Except as provided in Sections 4.1 and 4.2 hereof, all of the rights, powers, duties, and obligations of the Lessee hereunder shall be irrevocable and shall not be subject to amendment by the Lessee and shall be binding on any successor to the Lessee during the term of this Agreement.

Section 5.0. This Agreement shall terminate two business days after the final payment of the principal of and interest on the Defeased Certificates. Upon final disbursement for the payment of the Defeased Certificates, the Escrow Agent will transfer any balance (cash and securities) remaining in the Trust Funds to the Lessee.

Section 6.0. The Lessee shall promptly give notice to each Rating Agency in the event a court of competent jurisdiction issues a final order that severs any obligation contained in this Agreement.

ARTICLE V

RESIGNATION OF ESCROW AGENT

The Escrow Agent may at any time resign from the trust and be discharged of the duties and obligations hereby created by giving 60 calendar days' notice to the Lessee by certified mail and 60 calendar days' notice to all registered owners of Defeased Certificates by first class mail. Such resignation shall take effect upon the appointment of a successor Escrow Agent and the transfer of the Trust Fund to the successor Escrow Agent. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the resigning Escrow Agent within 60 calendar days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the date first above written.

STATE OF WISCONSIN
acting by and through the State of Wisconsin
Department of Administration

By _____
Title: Capital Finance Director

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By _____
Title: _____

EXHIBIT I

DESCRIPTION OF DEFEASED CERTIFICATES

<u>Certificates</u>	<u>Original Principal Amount</u>	<u>Principal Amount of Deceased Certificates</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original CUSIP Number</u>
Master Lease Certificates of Participation of 2000, Series A (State of Wisconsin)	\$ 3,425,000	\$ 3,245,000.00	4.75%	09/01/07	977087 CH6
Master Lease Certificates of Participation of 2002, Series A (State of Wisconsin)	12,780,000	11,880,387.09	3.75	09/01/07	977087 DE2
Master Lease Certificates of Participation of 2002, Series D (State of Wisconsin)	13,760,000	12,070,391.06	5.00	09/01/07	977087 DQ5

EXHIBIT II

ESCROW SECURITIES TO BE ACQUIRED ON AUGUST 31, 2006

<u>Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Cost</u>	<u>Accrued Interest</u>	<u>Total Cost</u>
United States Treasury Certificate - State and Local Government Series	03/01/2007	\$12,872,356.00	5.160%	100%	\$12,872,356.00	\$0.00	\$12,872,356.00
United States Treasury Note - State and Local Government Series	09/01/2007	14,461,648.00	5.060	100%	14,461,648.00	0.00	14,461,648.00

ESCROW SECURITIES TO BE ACQUIRED AFTER AUGUST 31, 2006

<u>Acquisition Date</u>	<u>Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Interest Rate</u>	<u>Price</u>
March 1, 2007	United States Treasury Certificate – State and Local Government Series	09/01/2007	\$12,969,836.00	0.00%	100%

EXHIBIT III

NOTICE OF DEFEASANCE

NOTICE IS HEREBY GIVEN that a portion of the obligations described below (the “**Defeased Certificates**”) have been defeased pursuant to a Escrow Trust Agreement (the “**Escrow Agreement**”) dated as of August 31, 2006, by and between the State of Wisconsin, acting by and through the State of Wisconsin Department of Administration, as lessee, and U.S. Bank National Association, as escrow agent (the “**Escrow Agent**”). A portion of the cash placed in escrow with the Escrow Agent has been used to purchase direct, noncallable obligations of the United States in principal amounts which, together with the income to accrue thereon, will be sufficient to pay the principal of the Defeased Certificates and interest on the Defeased Certificates after September 1, 2006 up to and including the specified maturity date. The CUSIP numbers shown below are the original CUSIP numbers assigned to the respective Defeased Certificates.

Master Lease Certificates of Participation of 2000, Series A, dated September 27, 2000

<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Maturity</u>
977087 CH6	4.75%	September 1, 2007

Original Principal Amount:	\$ 3,425,000.00
Principal Amount of Defeased Certificates:	\$ 3,245,000.00

Master Lease Certificates of Participation of 2002, Series A, dated January 23, 2002

<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Maturity</u>
977087 DE2	3.75%	September 1, 2007

Original Principal Amount:	\$ 12,780,000.00
Principal Amount of Defeased Certificates:	\$ 11,880,387.09

Master Lease Certificates of Participation of 2002, Series D, dated December 19, 2002

<u>CUSIP Number</u>	<u>Interest Rate</u>	<u>Maturity</u>
977087 DQ5	5.00%	September 1, 2007

Original Principal Amount:	\$ 13,760,000.00
Principal Amount of Defeased Certificates:	\$ 12,070,391.06